



Request for Qualifications

Capital Regional District Residuals Treatment Facility

RFQ # 8081 (CLOSED)

RELEASE Date: December 2, 2016
RFQ CLOSE Date: February 9, 2017

(as amended by Addendum #1 dated December 23, 2016 &
Addendum #2 dated January 13, 2017)

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ – CRD Residuals Treatment Facility Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Keith Sun Email: keith.sun@partnershipsbc.ca Please direct all Enquiries, by email, to the above named Contact Person. <u>No telephone Enquiries please.</u>
ENQUIRIES	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the CRD; the CRD may, in its discretion, decide not to respond to any Enquiry.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
SUBMISSION TIME	The Submission Time is: 10:00 hrs Pacific Time on February 9, 2017
SUBMISSION LOCATION	Responses are to be submitted to: CRD Core Area Wastewater Treatment Project c/o Partnerships BC (Victoria) Suite 300 – 707 Fort Street, Victoria, BC, V8W 3G3 Attention: Keith Sun

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this Request for Qualifications (“**RFQ**”) is to invite interested parties to submit Responses to this RFQ indicating their interest in, and qualifications for, the Capital Regional District’s Core Area Residuals Treatment Facility. Based on these Responses, the Capital Regional District (the “**CRD**”) intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (“**RFP**”) stage.

This RFQ is not a tender or an offer or a request for proposals, and there is no intention by the CRD to make an offer by issuing this RFQ.

Under the Competitive Selection Process, the CRD is seeking to enter into a contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, build, partially finance, and operate and maintain the Residuals Treatment Facility for a period of 20 years (“**Project**”).

If a capitalized term used in this RFQ is not defined in Section 7 of this RFQ, it will be defined in the section of the RFQ in which it is first used.

1.2 ADMINISTRATION OF THIS RFQ

Partnerships British Columbia Inc. (“**Partnerships BC**”) is managing this RFQ and the Competitive Selection Process on behalf of the CRD.

1.3 ELIGIBILITY

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, consortia, partnerships or any other legal entities. If the Respondent is not a legal entity, the Respondent shall act through the legal entity or entities comprising the Respondent.

2 THE PROJECT

2.1 RESIDUALS TREATMENT FACILITY PROJECT

The CRD’s Core Area currently discharges untreated sewage into the Strait of Juan de Fuca. Federal law requires the region’s sewage undergo secondary treatment by December 31, 2020. On September 14 2016, the CRD approved a business case (“**Business Case**”) which describes the Core Area Wastewater Treatment Project (“**Program**”) and includes:

- 1) McLoughlin Point Wastewater Treatment Plant (“**McLoughlin WWTP**”): a single 108 mega-litre/day plant for the tertiary treatment of wastewater at McLoughlin Point in Esquimalt;
- 2) Upgrades to the collection and conveyance system, including new pump stations as needed (“**Collection and Conveyance**”); and
- 3) A plant for the treatment of Residual Solids at Hartland Landfill to produce Class A Biosolids (“**Residuals Treatment Facility**”, or “**Project**”).

The focus of this RFQ is the Residuals Treatment Facility only.

The Residuals Treatment Facility will be located at Hartland Landfill and will treat Residual Solids to produce Class A Biosolids. Hartland Landfill, a 125-acre site located in Saanich, is the regional solid waste disposal facility owned and operated by the CRD. The Residuals Treatment Facility will be required to have a design capacity to treat approximately 32,000 kg/day of Residual Solids on a continuous basis without impacting the performance of the McLoughlin WWTP; the estimated Residual Solids at start up is 23,000 kg/day.

The Project Agreement will require the successful Proponent to design, build, partially finance, operate, maintain, including life cycle, the Project over a 20-year term commencing from the anticipated service commencement date.

The capital cost of the Project is estimated to be in the range of \$150 - \$170 million, including Owner’s costs.

2.2 PROGRAM BUSINESS CASE

The Business Case is publicly available, and includes details on the Program, including the Project. The Business Case can be found at this web address: <http://www.crd.bc.ca/project/wastewater-planning/project-board>.

Note that the Project, as defined in this Competitive Selection Process, does not include the biocell referenced in the Business Case.

2.3 PROJECT TEAM

2.3.1 Capital Regional District (CRD)

The CRD was incorporated in 1966 to provide regional decision-making, shared local government services and local decision-making in rural areas. The CRD’s jurisdiction is the southern tip of Vancouver Island and the surrounding Gulf Islands.

In May 2016, the CRD established the Core Area Wastewater Treatment Project Board (“**Project Board**”). The Project Board has delegated authority to implement the Program, including the Project.

The Core Area includes seven local governments and two First Nations within the CRD with a total land area of approximately 215 km². These communities include the Cities of Victoria, Langford, and Colwood, the Districts of Oak Bay and Saanich, the Township of Esquimalt, the Town of View Royal, the Songhees and Esquimalt First Nations. The CRD provides regional services including the regional sewage system which serves a population of approximately 320,000 in the Core Area.

Additional information about CRD is available at: <http://www.crd.bc.ca>.

2.3.2 Partnerships BC

Partnerships BC was established by the Province of British Columbia to structure and implement partnership delivery solutions for public infrastructure.

The CRD has engaged Partnerships BC to manage the procurement of the Residuals Treatment Facility.

Additional information about Partnerships BC is available at www.partnershipsbc.ca.

2.4 PROGRAM REQUIREMENTS

The Program requirements are:

- 1) Meet or exceed the regulatory requirements;
- 2) Have the capacity to effectively accommodate the future population growth;
- 3) Be based on technology that is proven; and
- 4) Enable completion of construction by December 2020.

2.5 ADVANCE WORK BY THE CRD

The following sections provide an overview of the work undertaken on the Program to date, and work planned to be undertaken prior to Financial Close of the Project.

2.5.1 Approval

On September 14, 2016, the CRD approved the recommended wastewater treatment project proposal put forward by the Project Board. This proposal was used to form Amendment 11 of the Core Area Liquid Waste Management Plan which was conditionally approved by the Ministry of Environment. With these approvals in place the Program is able to proceed to procurement.

Further approvals related to the Project by the Project Board (e.g. approval of Affordability Ceiling and evaluation process) are expected to be required prior to issuance of the RFP and Financial Close.

2.5.2 Funding Approvals

The CRD has received notional funding support from senior levels of government for the Program. Final confirmation of funding is expected prior to the release of the Request for Proposals (“RFP”).

2.5.3 Site

The Project will be constructed at a 7-acre site (the “Site”) located in the Hartland Landfill. The Site’s zoning bylaw is appropriate for the Project.

2.6 GENERAL SCOPE OF PROJECT CO’S RESPONSIBILITY

2.6.1 Project Agreement

The Project will be managed under one Project Agreement. The CRD intends to attach an Initial Draft Project Agreement to the RFP which will include:

- (a) Performance specifications for:
 - (1) the design, construction, operations, and maintenance of the Project; and
 - (2) the scope of services to be provided by the Preferred Proponent; and
- (b) Proposed commercial terms.

The CRD will issue a Final Draft Project Agreement, which will be the basis upon which the Proposals will be prepared in response to the RFP.

2.6.2 General Scope of Responsibility

The CRD anticipates that the general scope of Project Co’s responsibility under the Project Agreement will be as follows:

- (a) Design

Project Co will be responsible for all aspects of the design for the Project including the integration of the various building components with each other and overall Site development. The final design will comply with the performance specifications, included in the Project Agreement, and all applicable laws, including the District of Saanich zoning.

(b) Construction

Project Co will be completely responsible for:

- (1) obtaining all permits and approvals necessary for construction of the Project;
- (2) Obtaining any required variances;
- (3) provision of utilities and other site services required to support the Project, including possible off-site works as required to connect the Project to existing District of Saanich infrastructure;
- (4) construction of the Project;
- (5) commissioning of the Project, including integration with the McLoughlin WWTP commissioning process; and
- (6) service commencement of the Project in the summer of 2020.

(c) Equipment

The relevant categories of equipment, and responsibilities for each, will be set out in the Project Agreement.

(d) Finance

A substantial completion payment, payable upon service commencement, estimated at 25 per cent of eligible costs, will be part of the payment schedule. Project Co will be required to provide financing for design, construction, finance costs and maintenance, by way of equity and/or debt financing.

The CRD will pay Project Co monthly service payments over the term of the Project in accordance with the Project Agreement; these payments will be subject to deductions if performance requirements are not met.

(e) Operations and Maintenance Services

During the term of the Project Agreement, Project Co will be required to provide operations and maintenance services, which may include:

- (1) general plant operations;
- (2) environmental management of the Site, including monitoring and reporting;
- (3) maintenance services on the Project, including equipment;
- (4) grounds maintenance and landscaping services;
- (5) utility management services;

(6) waste management and recycling services; and

(7) pest control services.

(f) Rehabilitation Maintenance

Project Co will be responsible for the replacement and rehabilitation needs of the Project.

Project Co will also be required to maintain the Project to the agreed physical and performance standards during the term of the Project Agreement, and return the Project to the CRD in the specified condition at the end of the term.

(g) Communication and Consultation

The CRD and Project Co will work together on all aspects of public communication and consultation as set out in the Project Agreement.

2.7 COMMERCIAL TERMS

2.7.1 Key Commercial Terms

The following are some of the key commercial terms that the CRD anticipates will be included in the Project Agreement:

- (a) Term: the term of the Project Agreement will commence on signing and is anticipated to be for 23 years, ending on the 20th anniversary of the target service commencement date (expected to be in the summer of 2020).
- (b) Payment: The CRD will pay monthly service payments to Project Co commencing on the month when the Project has reached service commencement. At this time the CRD does not anticipate starting monthly service payments earlier than the target service commencement date.
- (c) Payment Deductions: the Project Agreement provides for deductions from payments if Project Co fails to meet performance requirements or make the functional areas available for use as required by the Project Agreement.
- (d) End of Term: the Project Agreement will describe the hand-back requirements for the Project at the end of the term and describe the provisions to enforce those requirements.

2.7.2 Project Risk Allocation

Risk	Project Co	CRD
Project Financing	XX	XX
Project Design	XX	

Risk	Project Co	CRD
Project Construction	XX	
Project Commissioning	XX	
Program Commissioning		XX
Project Operations, Maintenance, and Rehabilitation	XX	
Composition of Residual Solids	XX	XX
Volume of Residual Solids		XX
Residual Solids conveyance (McLoughlin WWTP to Hartland)		XX
Residual Effluent Conveyance (Hartland to McLoughlin WWTP)		XX
Removal of Class A Biosolids Produced by the Residuals Treatment Facility		XX
Price of Utilities		XX
Utility Demand and Consumption	XX	

The CRD plans to guarantee a minimum service payment corresponding to a minimum defined volume of Residual Solids.

The CRD will provide a range of expected Residual Solid quality (e.g. composition), and if the Residual Solids quality is outside of the range, it is expected that there will be resulting payment adjustments to reflect the increased processing cost.

The CRD expects to pay the utility costs to run the Project, however, any costs resulting from utility demand and consumption in excess of guarantees provided by Project Co will be borne by Project Co.

3 COMPETITIVE SELECTION PROCESS

This section describes the process that the CRD expects to use in the selection of a Preferred Proponent and the execution of the Project Agreement. The anticipated Competitive Selection Process includes two stages: (a) the RFQ stage and (b) the RFP stage, which includes Financial Close.

3.1 RFQ STAGE

The CRD intends to select, in accordance with the terms of this RFQ, a shortlist which the CRD anticipates will be no more than three Proponents, and then issue an RFP to that shortlist only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

3.2 RFP STAGE

The CRD's objective at the RFP stage is to select the Preferred Proponent with whom it may enter into the Project Agreement. The RFP stage is expected to include:

3.2.1 Collaborative Meetings

The RFP stage will include collaborative discussions (the "**Collaborative Meetings**") relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP, to allow Proponents to provide comments on Project-specific issues raised through the process. Attendance at Collaborative Meetings will be in person, it is expected that relevant Key Individuals will be attending the Collaborative Meetings.

The CRD anticipates that the RFP stage will allow Proponents to provide input on the Initial Draft Project Agreement as follows:

- (a) the CRD will invite each Proponent to review the Initial Draft Project Agreement as attached to the RFP and then meet confidentially and separately with the CRD to discuss any comments or amendments that the Proponent requests to be considered;
- (b) the CRD will consider comments and requested amendments received from the Proponents and may, in its discretion, amend the Initial Draft Project Agreement, and by one or more Addenda issue a revised Initial Draft Project Agreement; and
- (c) ultimately the CRD will issue a Final Draft Project Agreement as the common basis for the preparation of Proposals by the Proponents.

3.2.2 RFP Proposal

The form of the RFP Proposal will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that the RFP will require an interim financial submission, the

details of which will be provided in the RFP. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of the financial submission.

It is anticipated that there will be an Affordability Ceiling in the RFP stipulating a maximum net present cost of the construction period payments and monthly service payments over the term of the Project Agreement, and that it will be mandatory to comply with this requirement.

The technical submission will not require pricing, but is anticipated to be well-developed and to include the following:

- (a) A full description of the proposed Process Technology;
- (b) Preliminary drawings, specifications and equipment suppliers identifying key elements of the Proponent's technical submission; and
- (c) Management plans outlining the Proponents' approach to items such as quality assurance, construction management, operations, asset preservation and maintenance, communications, traffic and environmental management.

It is anticipated that the financial submission during the RFP stage will occur after the technical submission. The financial submission is expected to include the following:

- (a) fully committed financing, including confirmation from the Proponent's funding sources of their acceptance of the terms of the Project Agreement;
 - (b) a commitment to enter into the Project Agreement by Project Co; and
- committed pricing for the Project, inclusive of all taxes except GST.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

The CRD will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process continues into the RFP stage, the CRD intends to make provision for partial compensation in the amount of \$250,000 being payable to each unsuccessful Proponent in accordance with the terms of the RFP.

3.4 COMPETITIVE SELECTION TIMELINE

The following is the CRD's estimated timeline for the Competitive Selection Process and the Project:

Activity	Timeline
RFQ issue date	December 2, 2016

Activity	Timeline
Introductory Project Meeting	December 14, 2016
RFQ Submission Time	February 9, 2017
Respondent interviews (optional)	Week of February 27, 2017
Announce Shortlisted Respondents	March 2017
Issue RFP and Initial Draft Project Agreement to Proponents	March 2017
Proponent Kick Off Meeting	March 2017
Business to Business Event (if required)	March 2017
Collaborative Meetings	April to June 2017
Interim Financial Submissions	June 2017
Issue Final Draft Project Agreement	July 2017
Submission Time for Technical Submissions	August 2017
Submission Time for Financial Submissions	October 2017
Selection of Preferred Proponent	November 2017
Financial Close	December 2017
Construction commences	January 2018
Service commencement	Summer 2020

All dates in the above timeline are subject to change at the discretion of the CRD.

3.5 INTRODUCTORY PROJECT MEETING

The CRD intends to hold an introductory meeting, via webinar, to introduce the Project to which all interested parties will be invited. The date of this meeting is planned for December 14, 2016. All parties who wish to attend should complete and submit a Receipt Confirmation Form for further details. Attendance will not be mandatory.

A list of registered attendees will be made available to everyone attending or who has submitted a Receipt Confirmation Form. Minutes will not be prepared or circulated. No information from the meeting may be relied upon unless set out in an Addendum or a response to an Enquiry under Section 4.7.

4 SUBMISSION AND PROCESS INSTRUCTIONS

4.1 MANDATORY REQUIREMENTS

Responses to this RFQ must be received at the Submission Location before the Submission Time as stated in the Summary of Key Information. Responses received after the Submission Time will not be considered and will be returned unopened. All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 RESPONSE FORM AND CONTENT

Responses to this RFQ should be in the form and content described in Appendix A.

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

Responses and Enquiries should be in English. Any portion of a Response not in English may not be evaluated, and any Enquiry not in English may not be considered.

4.4 NO FAX OR EMAIL SUBMISSION

Responses submitted by fax or email will **not** be accepted.

4.5 RECEIPT OF COMPLETE RFQ

Respondents are solely responsible to ensure that they have received the complete RFQ, as listed in the Table of Contents of this RFQ, plus any Addenda. Each and every Response is deemed to be made on the basis of the complete RFQ issued prior to the Submission Time. The CRD accepts no responsibility for any Respondent that does not receive all RFQ information.

4.6 RECEIPT CONFIRMATION FORM

Any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form (Appendix B). This form will be completed, executed and delivered to the Contact Person via email.

4.7 ENQUIRIES

Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the CRD; the CRD may, in its discretion, decide not to respond to any Enquiry.

All Enquiries regarding any aspect of this RFQ should be directed to the Contact Person by email, and the following will apply to any Enquiry:

- (a) any responses will be in writing;
- (b) Enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that an Enquiry and the response to an Enquiry be kept confidential if the Respondent considers the Enquiry to be commercially sensitive, and if the CRD decides that an Enquiry or the response or both should be distributed to all Respondents, then subject to Section 4.7 (d), the CRD will permit the enquirer to withdraw the Enquiry rather than receive a response;
- (d) subject to Section 4.7 (c), any Enquiry and response may, in the CRD's discretion, be distributed to all Respondents, if the CRD in its discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The CRD may keep either or both the Enquiry and response confidential if in the judgment of the CRD it is fair or appropriate to do so; and
- (e) the CRD may, in its discretion, decline to respond to an Enquiry

4.8 UNOFFICIAL INFORMATION

Information offered to Respondents in respect of this RFQ from sources other than the Contact Person is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

No fax communication with the Contact Person is permitted with respect to the Project.

The following provisions apply to any communications with the Contact Person, or the delivery of documents to the Contact Person, by email where such email communications or delivery is permitted by the terms of this RFQ:

The CRD does not assume any risk or responsibility or liability whatsoever to any Respondent:

- (a) for ensuring that any electronic email system being operated for the CRD or Partnerships BC is in good working order, able to receive emails, or not engaged in receiving other emails such that a Respondent's email cannot be received; and/or
- (b) if a permitted email communication or delivery is not received by the Contact Person, or received in less than its entirety, within any time limit specified by this RFQ.

All permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment or by the clock used by the Contact Person for that purpose.

4.10 ADDENDA

The CRD may, in its discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Submission Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication, whether written or oral, including written responses to Enquiries as provided by Section 4.7, will be included in, or will in any way amend or clarify this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the CRD is authorized to amend or clarify this RFQ. The CRD will send a notification of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

4.11 DEFINITIVE RECORD

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the electronic conformed version of the RFQ in the custody and control of the CRD prevails.

4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

A Respondent may amend or withdraw its Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location prior to the Submission Time.

4.13 RESPONSE DECLARATION FORM

Respondents are required to complete the Response Declaration Form, substantially in the form attached as Appendix D or as otherwise acceptable to the CRD in the CRD's discretion, and should include the completed form as part of its Response. The Response Declaration Form is to be executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

4.14 RELATIONSHIP DISCLOSURE FORM

Respondents are required to complete the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to the CRD in the CRD's discretion, and should include the completed form as part of their Response. The Relationship Disclosure Form is to be

executed by a signatory with authority to bind each member of the Respondent Team, and for clarity such signatory may be different than the Respondent's Representative.

5 EVALUATION

5.1 EVALUATION

The evaluation of Responses will be carried out by the CRD with assistance from other persons as the CRD may decide it requires, including technical, financial, legal and other advisors or employees of the CRD or Partnerships BC.

5.2 EVALUATION CRITERIA

The CRD will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

5.3 EVALUATION AND SELECTION PROCEDURES

In evaluating the Responses the CRD may also consider information received from (a)-(e) below.

To assist in the evaluation of the Responses, the CRD may, in its discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- (b) conduct any background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process, including with respect to Nominated Projects, Reference Projects, Financing Nominated Projects and projects in which a Respondent Team member has been involved in the last five years but which are not Nominated Projects, Reference Project, or Financing Nominated Projects;
- (c) seek clarification of a Response or supplementary information from any or all Respondents;
- (d) request interviews with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (e) rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews, and/or any additional information in the evaluation of Responses.

The CRD is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any

Respondent who, when compared to the other Respondents, the CRD judges is not in contention to be shortlisted.

The CRD will notify Respondents of the RFQ results by sending a written notice to the Respondent's Representative, which will include, for shortlisted Respondents, notification of which Process Technology(ies) proposed by the Respondent have been determined to be Proven Process Technologies which may be used as the basis of the Respondent's Proposal. For clarity, a Respondent that proposes two or more Process Technologies that are determined to be Proven Process Technologies will not necessarily be shortlisted on the basis of all such Proven Process Technologies and only those Proven Process Technologies identified by the CRD will be available for use in a Proposal. If a Respondent is shortlisted on the basis of more than one Proven Process Technology, the RFP will set out whether or not alternate Proposals may be submitted.

The CRD will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within 90 days after a shortlist has been announced. In a debriefing the CRD will discuss the relative strengths and weaknesses of that Respondent's Response, but the CRD will not disclose or discuss any confidential information of another Respondent.

5.4 INTERVIEWS

Respondents may be required by the CRD to have interviews regarding their Response during the evaluation process at the request of the CRD. The interviews should be specific to the Project and may not contain any marketing information of the Respondent or any member of the Respondent Team. If interviews are undertaken, the CRD expects that the Key Individuals from the Respondent Team will attend.

5.5 CHANGES TO RESPONDENT TEAMS

The CRD intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP process. If for any reason after the Submission Time a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control (which includes the ability to direct or cause the direction of the management actions or policies of a member) of a member of the Respondent Team, or there is a change to the legal relationship among any or all of the Respondent and its Respondent Team members, then the Respondent must submit a written application to the CRD for approval, including supporting information that may assist the CRD in evaluating the change. The CRD, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion the CRD will consider the objective of achieving a Competitive Selection Process, including but not limited to RFQ evaluation criteria, that is not unfair to the other Respondents. For clarity:

- (a) if the application is made after the Proponents have been determined, the CRD may refuse to permit a change to the membership of a Respondent Team if the change would, in the CRD's judgment, result in a weaker team than was originally shortlisted; or
- (b) the CRD may, in the exercise of its discretion, permit any changes to a Respondent Team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Respondent Team member, or changes to the legal relationship among the Respondent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Respondent Team.

The CRD's approval may include such terms and conditions as the CRD may consider appropriate.

This Section 5.5 applies until issuance of the RFP. The RFP is also expected to include restrictions on the ability of Proponents to change their teams.

5.6 CHANGES TO PROCESS TECHNOLOGY

If, for any reason after the Submission Time, a Respondent wishes or requires to change Process Technology that the Respondent has identified in its Submission, or there is a material change in rights or ability to obtain the right to any proprietary elements of such Process Technology, then the Respondent must submit a written application to the CRD for approval, including supporting information that may assist the CRD in evaluating the change. The CRD, in its discretion, may grant or refuse an application under this Section, and in exercising its discretion, the CRD will consider the objective of achieving a Competitive Selection Process that is not unfair to the other Respondents. For clarity:

- (a) no changes to a Process Technology that the Respondent has included in its Submission will be permitted prior to the shortlist of Proponents being determined;
- (b) if the application is made after the Proponents have been determined, the CRD may refuse to permit a change to the Process Technology that the Proponent has included in its Submission to this RFQ if the change would, in the CRD's judgement, result in a Process Technology that is weaker than the Process Technology originally shortlisted; and
- (c) The CRD will refuse an application if the requested change in Process Technology or material change in rights or ability to obtain the rights to any proprietary elements of the Process Technology results in a Process Technology that, in the CRD's judgement, is a Process Technology that does not meet the Minimum Requirements in items (a) and (b) of table 1 of Appendix A to this RFQ.

The CRD's approval may include such terms and conditions as the CRD considers appropriate.

This Section 5.6 will apply until issuance of the RFP. The RFP is also expected to include restrictions on the ability of Proponents to change their Process Technology.

6 RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

This RFQ does not commit the CRD in any way to proceed to an RFP stage or award a contract, and the CRD reserves the complete right to, at any time, reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Project in some other manner as the CRD may decide in its discretion.

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents and other records in the custody of, or under the control of, the CRD are subject to the Freedom of Information and Protection of Privacy Act (“**FOIPPA**”) and other applicable legislation.

By submitting a Response, the Respondent represents and warrants to the CRD that the Respondent has complied with applicable laws, including by obtaining from each individual any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the CRD as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

6.3 CONFIDENTIALITY OF CRD INFORMATION

All non-public information pertaining to, or provided by or on behalf of, Partnerships BC or the CRD obtained by a Respondent as a result of participation in this RFQ is confidential and will not be disclosed without written authorization from Partnerships BC or the CRD (as applicable). Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however, such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C to this RFQ.

Proponents will also be required to sign a Participation Agreement as a condition of participating in the RFP, and such agreement will include confidentiality and other provisions. The CRD expects that the form of the Participation Agreement will be substantially as set out in Appendix F.

The CRD has engaged Partnerships BC. Partnerships BC has been and continues to be involved in other projects, and the CRD may receive information in respect of other projects which may be relevant to the

Project. Subject to the terms of the Request for Qualifications including limitations on “Commercial in Confidence” information under Section 3.2.1 (Collaborative Meetings) and Section 4.7 (Enquiries) the CRD may in its discretion disclose information that is available from this Project to Partnerships BC and other projects and may obtain information from other projects.

6.4 COST OF PREPARING THE RESPONSE

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including without limitation all costs of providing information requested by the CRD, attending meetings, and conducting due diligence.

6.5 NO REPRESENTATION OR WARRANTY

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the Project. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by the CRD, the Contact Person or any advisor to the CRD, other than the information contained in this RFQ. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the Project, except as otherwise specifically stated in this RFQ. The CRD accepts no responsibility for any Respondent lacking any information.

6.6 RESERVATION OF RIGHTS

The CRD reserves the right, in its discretion, to exercise any or all of the following rights:

- (a) amend the scope of the Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) accept or reject any Response based on the Evaluation Criteria as evaluated by the CRD;
- (c) disqualify a Response that fails to meet the Mandatory Requirements set out in Section 4.1 of this RFQ, or for any of the reasons set out in Part 2 of Appendix A, or any other reason the CRD determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;

- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.7 LIMITATION OF DAMAGES

Each Respondent, by submitting a Response, agrees that in no event will the CRD or Partnerships BC, or any of their employees, advisors or representatives, be liable, under any circumstances, for any Claim, or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity, or for any other matter. Without in any way limiting the above, each Respondent specifically agrees that it will have absolutely no Claim against the CRD or any of its employees, advisors or representatives if the CRD for any reason whatsoever:

- (a) does not select a shortlist of Respondents;
- (b) suspends, cancels or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);
- (c) accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s);
- (d) under the terms of this RFQ, permits or does not permit a Restricted Party to advise, assist or participate as part of a Respondent Team; or
- (e) for any breach or fundamental breach of contract or legal duty of the CRD, whether express or implied.

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process or for any other reason whatsoever.

6.8 OWNERSHIP OF RESPONSES

All Responses submitted to the CRD become the property of the CRD.

6.9 DISCLOSURE AND TRANSPARENCY

The CRD is committed to an open and transparent Competitive Selection Process while understanding the Respondents' need for protection of confidential commercial information. To assist the CRD in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavor.

The CRD expects to publicly disclose the following information during this stage of the Competitive Selection Process: this RFQ document, the number of Respondents, and the names of Proponents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, the CRD.

Respondents will notify the CRD of any and all requests for information or interviews received from the media.

Respondents will ensure that all members of the Respondent Team and all others associated with the Respondent also comply with these requirements.

6.10 NO COMMUNICATION OR COLLUSION

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent Team, represents and confirms to the CRD, with the knowledge and intention that the CRD may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

6.11 NO LOBBYING

Respondents and their respective Respondent Teams, the members of their Respondent Teams, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other lobbying whatsoever in relation to the Project, this RFQ, or the Competitive Selection Process, including for the purpose of influencing the outcome of the Competitive Selection Process. Further, no such person (other than as expressly contemplated by this RFQ) will

attempt to communicate in relation to the Project, this RFQ, or the Competitive Selection Process, directly or indirectly, with any staff or Project Board member or political representative of the CRD, any staff or members of the Program management office, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, or any Members of the Legislative Assembly), any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

In the event of any lobbying or communication in contravention of this Section, the CRD in its discretion may at any time, but will not be required to, reject any and all Responses submitted by that Respondent without further consideration.

6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

The CRD reserves the right to disqualify any Respondent that in the CRD's opinion has a conflict of interest or an unfair advantage, whether it is existing now or is likely to arise in the future, or may permit the Respondent to continue and impose such conditions as the CRD may consider to be in the public interest or otherwise required by the CRD.

Respondents will submit the form attached as Appendix E and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the CRD, Partnerships BC or any members of the CRD or others providing advice or services to the CRD with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFQ, references to unfair advantage include references to confidential information that is not, or would not reasonably be expected to be, available to all Respondents.

The CRD and the Conflict of Interest Adjudicator (the "**COI Adjudicator**") may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.12.1 Use or Inclusion of Restricted Parties

The CRD may, in its discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as the CRD may consider to be in the public interest or otherwise required by the CRD, if the Respondent is a Restricted Party, or if the Respondent uses a Restricted Party:

- (a) to advise or otherwise assist the Respondent respecting the Respondent's participation in the Competitive Selection Process; or

(b) as a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 6.12.

6.12.2 Current Restricted Parties

At this RFQ stage, and without limiting the definition of Restricted Parties, the CRD has identified the following persons as Restricted Parties.

- CRD Board and Board of Directors;
- Core Area Wastewater Treatment Project Board;
- Norton Rose Fulbright Canada LLP;
- KPMG LLP;
- Miller Thomson LLP;
- Bennett Jones LLP;
- Stantec Consulting Inc.;
- Rick Steele Consulting Inc.;
- J.R. Huggett Company Corp.;
- Boughton Law Corp.; and
- The CRD and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

This is not an exhaustive list of Restricted Parties. Additional persons may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

6.12.3 Shared Use

A Shared Use Person is a person identified by the CRD as eligible to enter into arrangements with any and all Respondents but may not enter into exclusive arrangements with any Respondent. As of the date of this RFQ, no Shared Use Persons have been identified.

6.12.4 Conflict of Interest Adjudicator

The CRD has appointed a COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party.

The COI Adjudicator and the CRD may make decisions or exercise rights under this Section 6.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 6.12 will apply with such modifications as the CRD or the COI Adjudicator may consider necessary.

The CRD or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time.

There is no requirement for all issues to be referred to the COI Adjudicator.

6.12.5 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent Team who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent Team is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this section.

To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than 10 Business Days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent and the person for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
- (d) copies of any relevant documentation.

The CRD may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If the CRD refers the request to the COI Adjudicator, the CRD may provide input regarding the issues raised to the COI Adjudicator.

Subject to Section 6.2, all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

6.12.6 The CRD May Request Advance Decision

The CRD may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the CRD identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The CRD will, if it seeks an advance decision from the COI Adjudicator, provide the

COI Adjudicator with relevant information in its possession. If the CRD seeks an advance decision from the COI Adjudicator, the CRD will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding the issues raised to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and the CRD may require that the Respondent make an application under Section 6.12.5.

6.12.7 Decisions Final and Binding

The decision of the CRD or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team members and the CRD. The CRD or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

6.12.8 Exclusivity

Unless permitted by the CRD in its discretion or permitted as a Shared Use Person, each Respondent will ensure that no member of its Respondent Team, any firm or employer of any of its Key Individuals, or any Affiliated Person of any member of its Respondent Team, or any firm or employer of any of its Key Individuals, participates as a member of any other Respondent Team.

If the Respondent contravenes the foregoing, the CRD reserves the right to disqualify the Respondent, or to permit the Respondent to continue and impose such conditions as may be required by the CRD. Each Respondent is responsible, and bears the onus, to ensure that the Respondent, each member of its Respondent Team, and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Respondent Team member who has any concerns regarding whether participation does, or will, contravene the foregoing is encouraged to request an advance decision. To request an advance decision on matters related to exclusivity, the Respondent or prospective Respondent Team member should submit to the Contact Person, not less than ten (10) Business Days prior to the Submission Time by email, the following information:

- (a) names and contact information of the Respondent or prospective Respondent Team member making the disclosure;
- (b) a description of the relationship that raises the possibility of non-exclusivity;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse effect or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and

(d) copies of any relevant documentation.

The CRD may require additional information or documentation to demonstrate to the satisfaction of the CRD in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the CRD in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competitive Selection Process.

6.12.9 Exclusivity – the CRD May Request Advance Decisions

The CRD may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the CRD identifies a matter related to exclusivity. The CRD will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the CRD seeks an advance decision from the COI Adjudicator, the CRD will give notice to the Respondent so that it may make its own response to the COI Adjudicator.

The onus is on the Respondent to clear any matter related to exclusivity or to establish any conditions for continued participation, and the CRD may require that the Respondent make an application under Section 6.12.8.

6.12.10 Exclusivity – Decisions Final and Binding

The decision of the CRD or the COI Adjudicator, as applicable, is final and binding on the persons requesting the ruling and all other parties including Respondents, Respondent Team members and the CRD. The CRD or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

The CRD may provide any decision by the CRD or the COI Adjudicator regarding matters related to exclusivity to all Respondents if the CRD, in its discretion, determines that the decision is of general application.

6.13 LEGAL COUNSEL

Bull Housser & Tupper LLP is a Restricted Party. By submitting a Response, the Respondent expressly consents to Bull Housser & Tupper LLP continuing to represent the CRD for all matters in relation to this RFQ and the Project, including any matter that is adverse to the Respondent, despite any information of the Respondent and any solicitor-client relationship that the Respondent may have had, or may have, with Bull Housser & Tupper LLP in relation to matters other than this RFQ and the Project. This Section is not intended to waive any of the Respondent's rights of confidentiality or solicitor-client privilege. The CRD reserves the right at any time to waive any provision of this Section.

6.14 FAIRNESS ADVISOR

The CRD has appointed Jane Shackell, Q.C, from Miller Thomson LLP as the Fairness Advisor to monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Advisor will provide a written report to the CRD that the CRD will make public.

The Fairness Advisor will be:

- (a) provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and
- (b) kept fully informed by the CRD of all documents and activities associated with this RFQ.

Respondents may contact the Fairness Advisor directly with regard to concerns about the fairness of the Competitive Selection Process.

7 DEFINITIONS AND INTERPRETATION

7.1 DEFINITIONS

Unless otherwise defined in this RFQ, in this RFQ capitalized terms have the following meanings:

“Addenda” or **“Addendum”** means each amendment to this RFQ issued by the Contact Person as described in Section 4.10.

“Affiliated Persons”, or affiliated persons, or persons affiliated with each other, are:

- (a) a corporation and
 - (1) a person by whom the corporation is controlled,
 - (2) each member of an affiliated group of persons by which the corporation is controlled, and
 - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2) or (b);
- (b) two corporations, if
 - (1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - (2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - (3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;

- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons, each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;
- (d) a partnership and a majority interest partner of the partnership;
- (e) two partnerships, if
 - (1) the same person is a majority interest partner of both partnerships,
 - (2) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
 - (3) each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;
- (f) a person and a trust, if the person
 - (1) is a majority interest beneficiary of the trust, or
 - (2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and
- (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
 - (1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
 - (2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
 - (3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

“Affordability Ceiling” has the meaning set out in Section 3.2.2.

“Business Day(s)” means a standard day for conducting business, excluding government holidays and weekends.

“Business Case” has the meaning set out in Section 2.1.

“Capital Regional District” (“CRD” or “Owner”) was incorporated in 1966 as an order of government to provide regional decision-making, shared government services, and local decision making in rural areas. The CRD’s jurisdiction is the southern tip of Vancouver Island and the surrounding Gulf Islands.

“**Claim**” means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

“**Class A Biosolids**” has the meaning set out in British Columbia’s *Organic Matter Recycling Regulation*.

“**Collaborative Meetings**” has the meaning set out in Section 3.2.1.

“**Commissioning**” means completion and implementation of a commissioning plan in a logical approach to confirm and demonstrate performance of each unit process operating individually and together as a total plant treatment process to meet the Project Agreement requirements.

“**Competitive Selection Process**” means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, this RFQ.

“**Confidential Information**” has the meaning set out in Appendix C.

“**Confidentiality Agreement**” means the agreement referred to in Appendix C to this RFQ.

“**Conflict of Interest Adjudicator**” or “**COI Adjudicator**” has the meaning set out in Section 6.12.3.

“**Contact Person**” means the person identified as such in the Summary of Key Information, or such other person as may be appointed by the CRD for that purpose.

“**Core Area**” is a collaboration of seven municipalities and two First Nations within the CRD. These communities include the Cities of Victoria, Langford, and Colwood, the Districts of Oak Bay and Saanich, the Township of Esquimalt, the Town of View Royal, and the Songhees and Esquimalt First Nations.

“**Design-Builder**” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have the direct responsibility to design and build the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“**Design-Builder’s Construction Lead**” means the individual responsible for leading the Design-Builder during construction of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“**Design-Builder’s Project Lead**” means the individual responsible for leading the Design-Builder during the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“**Design Firm**” means the firm engaged by the Design-Builder to design the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“**Design Lead**” means the individual employed or engaged by the Design Firm who is responsible for leading the design of the Project, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Design Team” means the team responsible for the design.

“Enquiry” has the meaning set out in Section 4.7.

“Equity Provider” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have an ownership or equity interest in the Project, as described in the Respondent's Response and as may be changed pursuant to this RFQ.

“Evaluation Criteria” means the criteria referred to in Section 2.2 of Appendix A to this RFQ.

“Fairness Advisor” has the meaning set out in Section 6.14.

“Final Draft Project Agreement” has the meaning set out in Section 3.2.1 (c).

“Financial Close” means the time when the Project Agreement and all financing and other agreements related to the Project have been executed and delivered and all conditions to the effectiveness of the Project Agreement and Project financing agreements have been satisfied.

“Financing Nominated Projects” has the meaning set out in Section 1 of the Evaluation Criteria in Appendix A of this RFQ, and as requested in Form A-2 Financing Nominated Project Details of Appendix A.

“Freedom of Information and Protection of Privacy Act” or “FOIPPA” has the meaning set out in Section 6.2.

“GST” means Goods and Services Tax.

“Guarantor” means an entity providing financial and/or performance support to a Respondent or Equity Provider by way of a guarantee or a commitment to provide equity or dedicated credit facilities to support the participation by the Respondent or Equity Provider in the Competitive Selection Process and the Project, as described in the Respondent's Response and as may be changed pursuant to this RFQ.

“Hartland Landfill” is the municipal solid waste disposal site for the CRD area. It is located in the District of Saanich on top of a hill, between Victoria and Sidney, at the end of Hartland Avenue. There is a public waste drop off area, a recycling centre, an household hazardous waste collection facility, and an electricity generating station that utilizes landfill gas as a fuel source.

“Initial Draft Project Agreement” means the draft form of Project Agreement issued under the RFP, as amended pursuant to the terms of the RFP.

“Key Individuals” of a Respondent Team means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent), as described in the Respondent's Response and as may be changed pursuant to this RFQ:

- Project Co Lead;
- Design-Builder's Project Lead;
- Design-Builder's Construction Lead;
- Design Lead; and
- Operations and Maintenance Provider Lead.

Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. A Key Individual role may only be filled by one individual.

"Mandatory Requirements" means the submission requirements set out in Section 4.1.

"McLoughlin WWTP" means the 108 million litres per day tertiary treatment plant located at McLoughlin Point.

"Minimum Requirements" has the meaning set out in Appendix A of this RFQ.

"Nominated Projects" has the meaning set out in Section 1 of the Evaluation Criteria in Appendix A of this RFQ, and as requested in Form A-2 Nominated Project Details of Appendix A.

"Operations and Maintenance Service Provider" of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have direct responsibility to provide operations, maintenance and/or rehabilitation services to the Project during the operating term of the Project Agreement, as described in the Respondent's Response and as may be changed pursuant to this RFQ.

"Operations and Maintenance Provider Lead" means the individual responsible for leading the service provider team during the design and construction phase of the Project, as described in the Respondent's Response and as may be changed pursuant to this RFQ.

"Participation Agreement" means the form substantially as attached as Appendix F to this RFQ.

"Partnerships BC" means Partnerships British Columbia Inc.

"Preferred Proponent" means the Proponent selected by the CRD pursuant to the RFP to finalize the Project Agreement.

"Process Technology" means the combination of physical equipment and operational processes (including any elements that are proprietary) that the Respondent anticipates implementing in the Project. Respondents may propose more than one Process Technology.

“Project” means the design, construction, financing, testing, commissioning, operations and maintenance of the Residuals Treatment Facility and all other works ancillary to the Residuals Treatment Facility in accordance with the Project Agreement.

“Project Agreement” has the meaning set out in Section 1.1.

“Project Board” means the entity established by the CRD in May 2016 under Bylaw #4109 (the *CRD Core Area Wastewater Treatment Project Board Bylaw No. 1, 2016*). The CRD Board of Directors has delegated authority to the Project Board to manage the procurement and implementation of the Program.

“Project Co” means the entity proposed by the Respondent to enter into the Project Agreement with the CRD and leading the Project team through the term of the Project Agreement.

“Project Co Lead” means up to two individuals proposed by the Respondent to be responsible for leading Project Co to enter into the Project Agreement with the Authority and through the term of the Project Agreement, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Proponent” means a Respondent who has been shortlisted under this RFQ to be eligible to submit a Proposal in response to the RFP.

“Proposal” means the submission prepared by a Proponent in response to the Request for Proposals.

“Proven Process Technology” means Process Technology, including all elements of the technology that:

- (a) is suitable for the Project, the determination of which will include consideration of:
 - a. the volume of biosolids that would be produced; and
 - b. all costs to the CRD of using the technology;
- (b) has been used in similar installations for at least five consecutive years accepting and treating to a similar quality a minimum of ten (10) tonnes of residual solids per day, as evidenced by five years of verifiable certified operational records;
- (c) meets the requirements of applicable Provincial and Federal regulations and the CRD’s Core Area Liquid Waste Management Plan;
- (d) is capable of producing Class A Biosolids;
- (e) does not require the use of feedstock other than Residual Solids; and

- (f) is capable of treating approximately 32,000 kg/day of Residual Solids on a continuous basis for the term of the Project Agreement, without impacting the performance of the McLoughlin WWTP.

“Receipt Confirmation Form” means the form substantially as attached as Appendix B to this RFQ.

“Reference Projects” has the meaning set out in Section 1 of the Evaluation Criteria in Appendix A of this RFQ, and as requested in Form A-3 Reference Project Details of Appendix A.

“Relationship Disclosure Form” means the form substantially as attached as Appendix E to this RFQ.

“Residual Solids” means the untreated biological, chemical, and inert residuals produced at the McLoughlin WWTP, any other CRD wastewater treatment plant, and possibly fats/oils/grease (FOG), that will be treated at the Project.

“Respondent” means:

- (a) before the Submission Time any party described in Section 1.3 that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- (b) after the Submission Time any party described in Section 1.3 that has submitted a Response.

“Respondent’s Representative” means the person, identified in the Receipt Confirmation Form (Appendix B) and Response Declaration Form (Appendix D), who is fully authorized to represent the Respondent in any and all matters related to its Response.

“Respondent Team” means a Project Co and its Design-Builder, its Operations and Maintenance Service Provider, its Equity Provider(s), its Guarantor(s) (if any), and its Key Individuals, as described in the Respondent’s Response and as may be changed pursuant to this RFQ.

“Response” means the formal response to this RFQ by a Respondent.

“Response Declaration Form” means the form substantially as attached as Appendix D to this RFQ.

“Restricted Party” means those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Respondents.

“RFP” means the Request for Proposals, which may be issued by the CRD as a stage of the Competitive Selection Process.

“RFQ” means this Request for Qualifications, including the Appendices, issued by the CRD as the first stage of the Competitive Selection Process.

“**Shared Use Person**” means those persons, if any, who are specifically named in Section 6.12.3.

“**Site**” means the site upon which the Project is to be constructed, as defined in Section 2.5.3.

“**Submission Location**” means the submission location identified as such in the Summary of Key Information.

“**Submission Time**” means the time and date indicated as such in the Summary of Key Information.

7.2 INTERPRETATION

In this RFQ:

- (a) when an action, decision, consent, approval or any other thing is said to be in the CRD’s “discretion” or words of like effect, unless the context otherwise requires it means the sole, absolute and unfettered discretion of the CRD;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this RFQ;
- (c) a reference to a Section or Appendix, unless otherwise indicated, is a reference to a Section of, or Appendix to, this RFQ;
- (d) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (e) the word “including” when used in this RFQ is not to be read as limiting; and
- (f) all dollar values are Canadian dollars unless otherwise indicated;
- (g) a reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government CRD; and
- (h) each Appendix attached to this RFQ is an integral part of this RFQ as if set out at length in the body of this RFQ.

This RFQ may be subject to the terms of one or more trade agreements.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

Part 3. Response Format

Attached Sample Forms:

Form A-1: Nominated Projects Summary Matrix

Form A-2: Nominated Project Details

Form A-3: Reference Project Details

Form A-4: Financing Nominated Project Details

Part 1. Response Guidelines

Responses should:

- (a) be clearly marked with the words “**Response to RFQ – CRD Residuals Treatment Facility**” and addressed to the Submission Location;
- (b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A will not be evaluated;
- (c) be limited to 60 pages plus, for Responses proposing more than one Process Technology, 30 additional pages for each additional Process Technology proposed, such limits to include the Key Individuals resumes but excluding the Form A-1 to Form A-4, Packages 1 and 4. Material submitted which exceeds the page limit may not be evaluated, at the discretion of the CRD;
- (d) not include in the Appendices items not requested in this Appendix A;
- (e) be on 8.5” x 11” paper size, double-sided with a minimum font size of 11 point; and
- (f) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1) Transmittal Letter; 2) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent; 3) Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent;	One hard copy.
Package 2	Response (see Part 3 of this Appendix A – Sections 1 through 2)	One bound copy marked “Master”; and Five bound copies.
Package 3	For each Process Technology proposed (up to three, in accordance with Part 3 of this Appendix A – Section 5.1): 1) A table containing the individual names and company names of the Key Individuals; and 2) Response (see Part 3 of this Appendix A – Sections 3 through 5)	One bound copy marked “Master”; and Five bound copies.
Package 4	Response (see Part 3 of this Appendix A – Section 6)	One bound copy marked “Master”.

Electronic Copy:

One electronic copy in a searchable PDF format included on a USB Flash Drive. The electronic copy should be organized and submitted as follows:

- 1) A consolidated file containing the entire Response;
- 2) An individual file for each of Packages 1, 2, 3 and 4.

- 3) An individual file within Package 3 for each Process Technology proposed.
- 4) Individual files within Packages 2, 3 and 4 for each major section described in Part 3 of Appendix A.

Part 2. Evaluation

2.1 Minimum Requirements

The CRD will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the Minimum Requirements stated in Table 1. Should any Respondent Team fail to adequately meet the Minimum Requirements, the CRD may discontinue the evaluation of that Respondent Team’s Response in accordance with Section 5.3 and Section 6.6 of this RFQ.

Table 1: Minimum Requirements

(a) Proven Process Technology
At least one Process Technology identified in the Response (which may include more than one Process Technology) is, as demonstrated using Reference Project(s) as described in the Response and, in the discretion of the CRD, a Proven Process Technology.
(b) Rights to Implement the Process Technology
Existing rights or rights or ability to immediately obtain the rights to any key proprietary elements of the Process Technology that the Respondent intends or may intend to implement in the Project as described in the Response.
(c) Financial Capacity
Sufficient financial capacity of each of the following Respondent Team members to undertake their respective obligations to the Project: (a) Equity Provider(s) (b) Design-Builder (c) Operations and Maintenance Service Provider As described in the Response.

2.2 Evaluation Criteria

Subject to Section 4.1 of this RFQ, for those Respondent Teams that the CRD determines in its discretion adequately meet the Minimum Requirements, the CRD will evaluate Responses by applying the following Evaluation Criteria and weighting in Table 2. For those Respondents with more than one proposed Proven Process Technology, the CRD will evaluate each Proven Process Technology separately, as if each Proven Process Technology were a separate Response.

Table 2: Evaluation Criteria and Weighting

Section	Evaluation Criteria	Weighting
Section 2 Project Co	Strength and relevance of demonstrated experience and capability of the Project Co to undertake the Project with respect to the following: 2.1 Project Development and Management Experience 2.2 Project Financing Experience 2.3 Respondent Team Key Individuals a) Project Co Lead 2.4 Key Project Considerations	30 points
Section 3 Design-Builder	Strength and relevance of demonstrated experience and capability of the Design-Builder to undertake the management of the Project's design and construction with the Proven Process Technology with respect to the following: 3.1 Design Firm Experience and Capability 3.2 Design Team Key Individuals' Experience a) Design Lead 3.3 Design-Builder's Construction Qualifications and Experience 3.4 Design-Builder Key Individuals Experience a) Design-Builder Project Lead b) Design-Builder Construction Lead	40 points
Section 4 Operations and Maintenance Service Provider	Strength and relevance of demonstrated experience and capability of the Operations and Maintenance Service Provider to undertake the operations and maintenance management (including rehabilitation requirements) of the completed Project with the Proven Process Technology with respect to the following: 4.1 Operations and Maintenance Provider Experience and Capability 4.2. Operations and Maintenance Service Provider's Key Individual a) Operations and Maintenance Provider Lead	30 points
Total		100 points

2.3 Disqualification of Responses

Without limitation, the CRD may, in its discretion, disqualify a Response if:

- (a) background investigations reveal any criminal affiliations or activities by the Respondent or a member of the Respondent Team and such affiliations or activities would, in the opinion of the CRD, interfere with the integrity of the Competitive Selection Process; or

(b) the Response includes a false or misleading statement, claim or information.

The Respondent and any member of the Respondent Team may be required to undertake a criminal records check in order to participate in the Project.

Part 3. Response Format

Respondents should use the section numbers and titles provided in the tables below in preparing their Responses.

Table 3: Response Content Requirements

Section	Title	Response Content Requirements
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team and Organization	<ul style="list-style-type: none"> a) Provide the legal name of the entity for each of the following members of the Respondent Team: <ul style="list-style-type: none"> i. Project Co ii. Equity Provider(s) iii. Design-Builder iv. Operations and Maintenance Service Provider b) If the Project Co is comprised of more than one entity, indicate how these entities will be organized, including the responsibilities among the entities. c) Describe the management structure within the Respondent Team, how the Design-Builder will be integrated under general management of Project Co, and how decisions between entities will be efficiently and effectively made. Reference should also be made to the two stages identified in d) below. d) Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members for each of the following stages, indicating the changes contemplated between stages: <ul style="list-style-type: none"> i. Design and Construction stage: from preliminary design through to commencement of service payments; and ii. Operations stage: from commencement of operating payments through to end of the Term. e) Provide a project organization chart, at the Key Individual level, showing reporting relationships between the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the two stages listed above. Note: Names are required only for Key Individuals at this time. f) Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).

Section	Title	Response Content Requirements
1.2	Contact Information	<p>a) Provide the name and contact details for the Respondent's Representative. The Respondent's Representative will be the only person to receive communication from the Contact Person regarding this RFQ.</p> <ul style="list-style-type: none"> i. Name; ii. Employer; iii. Mailing/courier addresses; iv. Telephone number; v. Email address; and vi. Website address.
1.3	Nominated Projects	<p>a) Submit a maximum of 12 Nominated Projects using Form A-2 of this Appendix A. Note that more current Nominated Projects (completed within the last 10 years) may be considered to have greater relevance than older ones.</p> <p>b) Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the CRD.</p> <p>c) Summarise the Nominated Projects using Form A-1 of this Appendix A.</p>
1.4	Reference Projects	<p>a) Submit a maximum of three (3) Reference Projects for each proposed Process Technology using Form A-3 of this Appendix A. Note that more current Reference Projects (completed within the last 10 years) may be considered to have greater relevance than older ones.</p> <p>a) Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the CRD.</p>
1.5	Financing Nominated Projects	<p>a) Submit a maximum of three (3) Financing Nominated Projects using Form A-4 of this Appendix A.</p> <p>b) Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the CRD. References should be limited to Financing Nominated Projects that reached Financial Close within the last five (5) years.</p>
2.	Project Co	
2.1	Project Development and Management Experience	Using up to three (3) Nominated Projects relevant to each sub-section below, describe the Project Co's experience and capability for each of the following:

Section	Title	Response Content Requirements
		<p>a) Developing, managing and delivering projects similar in scope and size to the Project (e.g. delivering residual solids treatment facilities, public private partnerships arrangements) during the following project phases:</p> <ol style="list-style-type: none"> i. Construction; and ii. Operations <p>b) Effective relationship management with Owners or the Owners' agents and multi-disciplinary project teams, including specific examples of coordination, collaboration and communication that led to a benefit for the Project or avoidance of an issue;</p> <p>c) Implementing, or planning for, the integration of municipal solid waste into the residual solids treatment stream to produce resources for reuse; and</p> <p>d) Managing the transition, commissioning, user acceptance, correction of deficiencies and handover of the Project to the client.</p> <p>Note for Respondents: if Project Co is comprised of more than one entity, Nominated Projects in this section will be evaluated in the context of the response to Section 1.1 b).</p>
2.2	Project Financing Experience	<p>a) Using up to three (3) relevant Financing Nominated Projects that reached Financial Close within the last five (5) years, describe the Project Co's and/or Equity Provider(s)' experience and ability to structure and raise competitively priced financing.</p>
2.3	Key Individual: <ul style="list-style-type: none"> • Project Co Lead 	<p>a) Describe the role and responsibility of the Project Co Lead for the Project, including a narrative on how the Project Co Lead will work with the Design-Builder Project Lead and the Operations and Maintenance Lead in managing the Project.</p> <p>b) Provide a resume for the Project Co Lead, as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ol style="list-style-type: none"> i. Name, professional qualifications/designation(s), and a summary of education; and ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role on at least two (2) relevant projects worked on in the last five (5) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the CRD. <p>c) Provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility of each. Demonstrate how this experience supports the capability of the Key Individual for the proposed role in the Project.</p>

Section	Title	Response Content Requirements
		<p>d) Describe the percentage of availability of the Key Individual(s) to undertake the Project (i.e., procurement, design and construction, commissioning and operations) in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects.</p> <p>e) if two Project Co Leads are proposed, describe the milestone at which the change of Project Co Lead would occur and what steps will be taken to ensure full and seamless continuity and knowledge transfer between them.</p>
2.4	Key Project Considerations	<p>In a maximum of three (3) double sided pages (6 pages), describe:</p> <p>a) Key considerations for the Project (e.g. challenges, risks, and opportunities) that the Respondent deems important to the success of the Project; and</p> <p>b) With reference to the organization charts provided in section 1.1, describe how the integrated team is uniquely suited to successfully address these considerations, including how each Respondent Team member contributes.</p>
3.	Design and Construction	
3.1	Design Firm Experience and Capability	<p>a) Using up to three (3) of the Nominated Projects relevant to each sub-section below, describe the Design Firm's design experience and capability for each of the following:</p> <ol style="list-style-type: none"> i. Designing large (e.g. 10 tonnes per day or greater) residual solids treatment facilities (may be part of a wastewater treatment facility) delivered through a Design-Build or PPP contract structure similar to the Project similar in scope and scale of the Project; ii. Completing HAZOP reviews and addressing safety issues related to design of residual solids treatment facilities; iii. Working effectively with the contractor team in the commissioning process for a project similar in scale, scope, and complexity as the Project; and iv. Working effectively with the contractor team including incorporating a full life cycle view on design and construction. <p>b) Using up to three (3) Reference Projects describe the Design Firm's design experience and capability to design residual solids treatment facilities that include the proposed Process Technology(ies).</p>
3.2	Design Team Key Individuals' Experience:	<p>a) Describe the role and responsibility of the Design Lead for the Project.</p>

Section	Title	Response Content Requirements
	<ul style="list-style-type: none"> Design Lead 	<p>b) Provide comprehensive resumes for the Design Lead, including, at a minimum, the following information is required:</p> <ol style="list-style-type: none"> Name, professional qualifications / designation(s) and a summary of education; and References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) for their role on at least one relevant project. References should be limited to two projects within the past three years. Confirm that the reference is aware their name is being included and is willing to provide a reference to the CRD. <p>c) Provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility of each. Demonstrate how this experience supports the capability of the Key Individual for the proposed role in the Project.</p> <p>d) Describe the percentage of availability at each phase of the Project for the Design Lead to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects.</p>
3.3	Design-Builder's Construction Qualifications and Experience	<p>Based on up to three (3) of the Nominated Projects that are relevant to each sub-section, describe the Design-Builder's construction experience and capability with the following:</p> <ol style="list-style-type: none"> Constructing large residual solids treatment facilities (may be part of a wastewater treatment facility) delivered through a Design-Build or PPP contract structure similar to the Project; Constructing large process mechanical systems and their related control and instrumentation systems for residual solids treatment facilities, if possible, including those facilities that include the Process Technology(ies) identified in this RFQ Response; Coordinating design and construction amongst disciplines and demonstrating ongoing quality control; Working effectively with the Project Co and design team in the commissioning process for a project similar in scale, scope, and complexity as the Project; Delivering projects on time and on budget including sequencing, scheduling and logistics for large Residuals Treatment Facility projects; and <p>If any of the Nominated Projects referenced involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties.</p>
3.4	Design-Builder Key Individuals Experience:	<p>a) Describe the role and responsibility for the Design-Builder's Key Individual(s), including a narrative on how they will work collaboratively with the other Key Individuals.</p>

Section	Title	Response Content Requirements
	<ul style="list-style-type: none"> • Design-Builder Project Lead • Design-Builder Construction Lead 	<p>b) Provide comprehensive resumes for the Design-Builders Key Individual(s) including at a minimum, the following:</p> <ol style="list-style-type: none"> i. Name, professional qualifications/designation(s) and a summary of education; and ii. References (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to at least two (2) relevant projects within the past three (3) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the CRD. <p>c) Provide a list of relevant projects and positions held within the past ten (10) years, in chronological order, providing a brief description of the role and responsibility for each. Demonstrate how this experience supports the capability of the Key Individual for the proposed role in the Project.</p> <p>d) Describe the percentage availability at each phase of the Project for the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project and identify those other projects.</p>
4.	Operations and Maintenance Service Provider	
4.1	Operations and Maintenance Provider Experience and Capability	<p>a) Using up to three (3) Nominated Projects that are relevant to each sub-section below, describe the Operations and Maintenance Provider's experience and capability for each of the following:</p> <ol style="list-style-type: none"> i. Planning, developing and implementing operations and maintenance services with a focus on meeting specified service levels, quality, stakeholder, health, safety and environmental requirements over the long term; ii. Success at integrating facility operations and maintenance considerations with design and construction considerations over a long-term relationship including working with contractors and subcontractors and coordinating with a separate liquid train operations team; iii. Implementing, or planning for, the integration of municipal solid waste into the residual solids treatment stream to produce resources for reuse; and iv. Planning multi-year rehabilitation and service plans in consultation with the Owner, taking into account end of term considerations as they relate to overall asset condition and hand back requirements. <p>b) Using up to three (3) of the Reference Projects describe Operations and Maintenance Provider's experience and capability for the operation and maintenance each of the Process Technologies proposed in the Response.</p>

Section	Title	Response Content Requirements
4.2	<p>Operations and Maintenance Service Provider's Key Individual:</p> <ul style="list-style-type: none"> • Operations and Maintenance Provider Lead 	<p>a) Describe the role and responsibility for the Operations and Maintenance Service Provider' Key Individual(s).</p> <p>b) Provide a comprehensive resume for the Operations and Maintenance Service Provider's Key Individual, including at a minimum, the following information:</p> <ol style="list-style-type: none"> i. Name, professional qualifications/designation(s) and summary of education; and ii. References (with up-to-date contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role on at least two (2) relevant projects worked on in the last three (3) years. Respondents are to confirm that each reference contact is aware their name is being included and is willing to provide a reference to the CRD. <p>c) Demonstrate how the Operations and Maintenance Provider Lead has an understanding of, and has recent experience with management and operations of wastewater and/or residual solids, treatment facilities to produce biosolids.</p> <p>d) Describe the percentage of availability of the Key Individual(s) to undertake the Project (i.e., procurement, design and construction, commissioning and operations) in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project, and identify those other projects.</p>
5.	Process Technology	
5.1	Description of Process Technology	<p>To address the Minimum Requirements stated in item (b) of Table 1 of Appendix A, Respondents can propose a maximum of three Process Technologies.</p> <p>Using up to three Reference Projects provide a description of each Process Technology(ies) being proposed for the Facility including:</p> <ol style="list-style-type: none"> a) The key elements of each Process Technology; b) A material process flow diagram describing all main process stages (e.g., pre-treatment, digestion/processing, dewatering, biosolids management); c) Anticipated energy flow diagram for the Project using the proposed Process Technology, including volume of energy consumed; d) A description of how the Process Technology will meet the CRD's Liquid Waste Management Plan commitments; and e) A description of the operating characteristics, such as noise and odour.

Section	Title	Response Content Requirements
5.2	Rights to Implement	To address the Minimum Requirements stated in item (c) of Table 1 of Appendix A: Identify the elements, if any, of the Respondent's proposed Process Technology(ies), for which the intellectual property is not in the public domain, and for such elements, provide evidence that the Respondent will have the right to use the intellectual property in the Project (such as copies of purchase orders or options or licences or leases), or a description of how the Respondent intends to obtain such necessary rights.
5.3	Reference Projects	Using up to three Reference Projects identify reference facility(ies) (" Reference Projects ") of a size and scope similar to the Project that utilizes the Respondent's proposed Process Technology. A Reference Project may utilize all the necessary technology elements of the Respondent's proposed Process Technology, or only a portion of such elements. If a Reference Project is identified that utilizes only a portion of the elements, then the Respondent should clearly indicate the portion of the Reference Project that is relevant for the purposes of this RFQ.
6.	Financial Capacity	
6.1	Financial Capacity	To address the Minimum Requirements stated in Table 1 of Appendix A: a) Provide the following information for each of the Equity Provider(s), the Design-Builder, the Operations and Maintenance Provider, the Guarantor(s) (if applicable): i. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided); ii. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; iii. Details of any material off-balance sheet financing arrangements currently in place; iv. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided; v. Details of any credit rating, including any downgrades of credit rating in last five years; vi. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Respondent Team's ability to perform its obligations in relation to the Project; and

Section	Title	Response Content Requirements
		<p>vii. For entities where financial statements are provided for a parent company, rather than the entity listed in a) provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in this section a).</p> <p>b) With reference to the information provided in this section a), briefly describe in the context of the entity's proposed role and project obligations:</p> <ul style="list-style-type: none"> i. Each Equity Provider's capacity to fund the Project (e.g. discuss credit rating, net assets, liquid assets, letters of commitment); ii. The Design-Builder's capacity to undertake its project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support of the Design-Builder, including by a Guarantor (as applicable)); and iii. The Operations and Maintenance Provider's capacity to undertake its project obligations (e.g. discuss credit rating, financial viability and describe support of the Service Provider, including by a Guarantor (as applicable)).

Form A-1 Nominated Projects Matrix

See separate excel file.

Form A-2 Nominated Project Details

Identify Respondent, Respondent Team member, and number projects sequentially 1 through 12. Maximum 3 pages in length per project.

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location of project	<i>Country, province/state, /highway/road/facility, site or project extent.</i>
Owner	<i>Organization name.</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the CRD or the CRD's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>
Relevance	<i>Describe the relevance of the Nominated Project to the Project (e.g. CM, DB or PPP procurement approach, including type of facility (Residuals Treatment Facility preferred), feedstock treated (residual solids preferred), phased construction and occupancy process, and working collaboratively with third-party contractors.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope and complexity, and purpose of facility including: annual tonnage, process technologies employed in various aspects of the project from pre-treatment, digestion, production, and use of by-products, residue management, and environmental aspects..</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Contract model	<i>Contract structure i.e., public private partnership, design-build, stipulated sum.</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>
Joint Venture	<i>If the project involved a joint venture, identify the joint venture partner(s) and discuss the breakdown of responsibility between the parties.</i>

Item	Notes to Respondents
Performance	<i>Describe the performance in meeting obligations related to the contract. If there were any issues during the design and construction phase (i.e. interpretation issues), describe how they were resolved.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

Form A-3 Reference Project Details

(Maximum 3 pages in length per project)

Project number _____ *(sequentially numbered 1 to 3 and identification of the relevant Process Technology)*

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number (if known).</i>
Location of project	<i>Country, province/state, facility/highway/road, site or project extent.</i>
Project Owner	<i>Organization name.</i>
Contact details	<i>Current information for key contacts (individuals) within the owner organization, including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the CRD or the CRD's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Description of project	<i>Capital value, size and scope, Process Technology implemented, and complexity.</i>
Relevance	<i>Describe the relevance of the Reference Project to the Project.</i>
Years the project has been operational	<i>Start of operations date.</i>
Respondent Team Members Role(s) on project (if applicable)	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>

Item	Notes to Respondents
Performance	<i>Describe the performance in terms of meeting project objectives and/or obligations related to the contract, in particular the success to date in achieving the resource recovery targets/guarantees.</i>
Other information	<i>Any additional information the Respondent considers relevant.</i>

Form A-4 Financing Nominated Project Details

Identify Respondent, Respondent Team member, and number projects sequentially 1 through 3. Maximum 3 pages in length per project.

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Type of project	<i>Examples: post-secondary accommodation, hospital, highway.</i>
Project Owner	<i>Owner name.</i>
Description of project	<i>Capital value, purpose, scope and complexity, of facility.</i>
Location of project	<i>Country, province/state, facility/highway/road, site or project extent.</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing the CRD or the CRD's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>
Contract structure	<i>Contract structure i.e., DBFOM, DBF, availability payment.</i>
Relevance	<i>Describe the relevance of the Financing Nominated Project to the Project.</i>
Role(s) and responsibilities with respect to financing	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>
Amount of financing	<i>Preference for transactions \$75 million in debt or greater.</i>

Item	Notes to Respondents
Type of financing	<i>Recourse or non-recourse.</i>
Term of financing	<i>Commencement date and duration of financing.</i>
Funding source	<i>Examples: private placement, corporate, third-party equity, bank loan.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

APPENDIX B RECEIPT CONFIRMATION FORM

(To be submitted by the Respondent's Representative on receipt of this RFQ)

Request for Qualifications

CRD Residuals Treatment Facility

To receive any further distributed information

about this **Request for Qualifications**,

please execute and email both pages of this

Receipt Confirmation Form as soon as possible to:

Partnerships BC

Email: keith.sun@partnershipsbc.ca

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____



ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of this RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in this RFQ.

For greater certainty, the Respondent or other interested party in executing this Receipt Confirmation Form agrees to comply with the Confidentiality Agreement provisions set out in Appendix C of this RFQ.

Respondent's Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) Agreement means this Appendix C, which is subject to the RFP,
- (b) Confidential Information means all documents, knowledge and information provided by the CRD or any of its Representatives (the Disclosing Party) to, or otherwise obtained by, the Recipient or any of its Representatives (the Receiving Party), whether before or after the date of this Agreement, and whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, this RFQ, the RFP or the Competitive Selection Process including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:
 - (1) is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a Confidentiality Agreement which another person has entered into concerning the Confidential Information;
 - (2) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (3) was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (4) was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (5) is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law.
- (c) Permitted Purposes means evaluating the Project, preparing a Response, and any other use permitted by this Agreement.
- (d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.

- (e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the CRD or Partnerships BC in connection with the Project.
- (f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 7 of this RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the CRD, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information

The CRD owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the CRD, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

5. Destruction on Demand

On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the CRD or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the CRD will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the CRD may be entitled at law or in equity.

7. Waiver

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the CRD will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of the CRD and Partnerships BC and binds the Recipient and its successors.

APPENDIX D RESPONSE DECLARATION FORM

By executing this Response Declaration Form, the Respondent agrees to the provisions of this RFQ and this Response Declaration Form. Capitalized terms in this Response Declaration Form are defined in Section 7.1 of this RFQ.

[RFQ Respondent's Letterhead]

To: The Capital Regional District
C/O Partnerships BC

Attention: Keith Sun

Re: Request for Qualifications titled CRD Residuals Treatment Facility

[Insert Respondent Name] Response

In consideration of the CRD's agreement to consider Responses in accordance with the terms of this RFQ, the Respondent hereby agrees, confirms and acknowledges, on its own behalf and on behalf of each member of the Respondent Team, that:

(a) Response

- (1) this Response Declaration Form has been duly authorized and validly executed;
- (2) the Respondent is bound by all statements and representations in its Response;
- (3) its Response is in all respects a fair Response made without collusion or fraud; and
- (4) the CRD reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that they consent to the conduct of all or any of those investigations by the CRD.

(b) Acknowledgements with Respect to this RFQ

- (1) the Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ's Table of Contents, and any and all Addenda;
- (2) the Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation Section 6.7, all documents listed in this RFQ's Table of Contents, and any and all Addenda;
- (3) the Respondent's representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
- (4) the Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- (5) the Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

(c) Evaluation of Responses

- (1) this RFQ is not an offer, a tender or a request for proposals; it is a Request for Qualifications and the responsibility of the CRD is limited to consider Responses in accordance with this RFQ.

(d) Consent of Respondent Team

- (1) the Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form.

(e) The Respondent Team consists of:

Name of Respondent Team Member - Firm	Address	Role on Team	Key Individual (Y/N)

Any individual mentioned in the Response should be included in the table above.

Name of Respondent Team Member - Individual	Address	Role on Team	Key Individual (Y/N)

RESPONDENT

RESPONDENT'S REPRESENTATIVE

 Name of Firm

 Name

 Address

 Email Address

 Address

 Name of Authorized Signatory

 Telephone

 Signature

If the Respondent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable.

APPENDIX E RELATIONSHIP DISCLOSURE FORM

By executing this Relationship Disclosure Form, the Respondent is making the disclosure on its own behalf and on the behalf of each member of the Respondent Team.

The Respondent declares on its own behalf and on behalf of each member of the Respondent Team that:

- (a) this declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- (b) the Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in Section 6.12.2.
- (c) the following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has, or has had, with:
 - (1) the CRD;
 - (2) any listed Restricted Party;
 - (3) any current shareholders, directors or officers, as applicable, of the CRD or any listed Restricted Party;
 - (4) any former shareholders, directors or officers, as applicable, of the CRD or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and/or
 - (5) any other person who, on behalf of the CRD or a listed Restricted Party, has been involved in the Competitive Selection Process or the design, planning or implementation of the Project has confidential information about the Project or the Competitive Selection Process.

Name of Respondent Team member	Name of Party with Relationship (e.g., list CRD, Restricted Party, etc.)	Details of the Nature of the Relationship with the Listed Restricted Party/Person (e.g., Respondent Team member was an advisor to the Restricted Party from ____ to ____)
<i>e.g. Firm Name Ltd.</i>	<i>Partnerships BC</i>	<i>Firm Name Ltd. is working with Partnerships BC on Project X.</i>
<i>e.g. John Smith</i>	<i>CRD</i>	<i>Employee from 19XX – 20XX</i>

(Each Respondent Team to submit one Relationship Disclosure Form. Add additional pages as required).

NAME OF RESPONDENT

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

Signature

APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

The Capital Regional District

[Insert Authority Address]

Attention: Keith Sun, Contact Person

Dear Sirs/Mesdames:

Re: [Insert Project Name] – Participation Agreement in respect of the Request for Proposals issued by [Insert Authority Name] on [Insert Date], as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Proponent Name] (the “Proponent”) and the CRD, pursuant to which the Proponent agrees with the CRD as follows:

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- 2. Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Providers will comply with the terms of this Participation Agreement and the terms of the RFP.
- 3. Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- 4. Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are

bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:

- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the CRD;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 6.7 (Limitation of Damages) of the RFP. In no event will the liability of the CRD exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that the CRD's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that the CRD's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Sections 8.3, 8.4 and 8.5 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

- (a) the CRD may in its discretion amend the RFP at any time and from time to time; and
- (b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

6. General.

(a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:

- (1) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - i. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - ii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if the CRD, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

- (c) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement.* This Participation Agreement enures to the benefit of the CRD and binds the Proponent and its successors.
- (e) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

_____	_____
Name of Proponent	Name of Equity Provider
_____	_____
Authorized Signatory	Authorized Signatory

	Name of Equity Provider

	Authorized Signatory

SCHEDULE 1

Confidentiality Conditions

1. Definitions. In these confidentiality conditions:

(a) **Confidential Information** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of the RFP, whether orally, in writing or other visual or electronic form in connection with or relevant to the Project, the RFP, this RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information that:

- (1) is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - i. is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Schedule 1 and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - ii. was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of the RFP and did not originate, directly or indirectly, from the Disclosing Party;
 - iii. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - iv. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

(b) **Disclosing Party** means the CRD or any of its Representatives;

(c) **Permitted Purposes** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;

(d) **Receiving Party** means the Recipient or any of its Representatives;

- (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
- (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the CRD or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the CRD, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** The CRD owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of the CRD, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices);

provided, however, that the Receiving Party may retain one copy of any Confidential Information that it may be required to retain or furnish to a court or regulatory authority, pursuant to applicable law.

- 6. Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the CRD or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the CRD will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the CRD may be entitled at law or in equity.
- 7. Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by the CRD will be deemed to be a waiver of that right or remedy.