



**REPORT TO CORE AREA WASTEWATER TREATMENT PROGRAM COMMISSION
MEETING OF FRIDAY, APRIL 26, 2013**

**SUBJECT MCLOUGHLIN POINT WASTEWATER TREATMENT PLANT PROJECT -
REQUEST FOR QUALIFICATIONS**

ISSUE

Approval of the Request for Qualifications (RFQ) document for the McLoughlin Point Wastewater Treatment Plant Project.

BACKGROUND

The Capital Regional District (CRD) has continued to advance the program implementation for the Core Area Wastewater Treatment Program (CAWTP) since funding was announced on July 16, 2012. The McLoughlin Point Wastewater Treatment Plant design-build-finance (DBF) procurement is on the critical path to have this component substantially complete by mid-2017.

The Program Management Office (PMO) began development of the RFQ (Attachment A) in November 2012 with CRD staff, and key personnel from Stantec and Partnerships British Columbia (PBC). In January 2013, CRD retained the services of Bull Houser Tupper/ Hawkins Delafield as the legal advisors, KPMG as the financial advisors and Miller Thomson as the fairness advisor.

The RFQ format follows provincial procurement standards that have been established by PBC and are known in the market place. However, as this was the first wastewater treatment project with which PBC has been involved, modifications were required to tailor PBC templates for a wastewater treatment plant procurement process.

The RFQ clearly outlines that the CRD will consider proven alternative technologies to the chemically enhanced primary treatment and biological aerated secondary treatment processes on which the indicative design is based. The selected technology must meet the regulatory standards for effluent discharge using a proven technology. This meets the CRD's objective of assuring the use of proven technology while allowing proposers to the RFP reasonable latitude in proposing innovative technical solutions in designing and constructing the McLoughlin Point Wastewater Treatment Plant. The RFQ also outlines that the RFP evaluation process will consider life cycle costs for the proposed technologies.

The evaluation criteria to shortlist the Respondents to three proponents is provided in Appendix A. The evaluation criteria requires Respondents to submit 10 representative projects to demonstrate their specific experience for a variety of categories including;

- Project development and management experience
- Team lead key individuals
- Value and innovation
- Design qualifications and experience
- Sustainability and environmental stewardship[
- Design key individual's experience
- Mechanical and electrical subcontractor's experience

- Financial capacity
- Project financing experience

The Evaluation Criteria and Weighting for the RFQ evaluation are outlined in Appendix A, Table 2.

The RFQ was posted on BC Bid and CRD's website on March 14, 2013 and has a closing date of May 10, 2013. The closing date was set to allow the Commission to approve the RFQ and issue an addendum before closing, if required. There have been two addendums issued and both are provided in Attachment B.

ALTERNATIVES

That the Core Area Wastewater Treatment Program Commission;

1. Approve the McLoughlin Point Wastewater Treatment Plant Project Request for Qualifications.
2. Direct the Program Management Office to make modifications to the McLoughlin Point Wastewater Treatment Plant Project Request for Qualifications and issue an addendum prior to closing.

IMPLICATIONS

The RFQ is the first step in the procurement process for the McLoughlin Point Wastewater Treatment Plant Project and it will influence the level of interest and quality of Respondents to the RFQ. Accordingly, extensive due diligence and expertise has been employed to develop the document.

As required by Bylaw No. 3851, the CAWTP Commission must approve the RFQ. There is sufficient time to make changes to the RFQ and issue an addendum, if required, prior to the closing date of May 10, 2013.

RECOMMENDATION

That the Core Area Wastewater Treatment Program Commission approve the McLoughlin Point Wastewater Treatment Plant Project Request for Qualifications.

Tony Brcic, P.Eng.
Deputy Program Director
Core Area Wastewater Treatment Program

TB:hr

J.A. (Jack) Hull, P.Eng., MBA
Interim Program Director
Core Area Wastewater Treatment Program
Concurrence

Attachments: 2



Making a difference...together

Request for Qualifications

**Capital Regional District –
McLoughlin Point Wastewater Treatment
Plant Project**

RFQ #MC - 300

March 14, 2013

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is: Capital Regional District – McLoughlin Point Wastewater Treatment Plant Project Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFQ is: Tony Brcic, P.Eng. Deputy Program Director Email: cawtpmcloughlin@crd.bc.ca Please direct all enquiries, by email, to the above named Contact Person. <u>No telephone enquiries please.</u></p>
ENQUIRIES	<p>Respondents are encouraged to submit enquiries at an early date and before 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.</p>
RECEIPT CONFIRMATION FORM	<p>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.</p>
SUBMISSION TIME	<p>The Submission Time is: 15:00 pm Pacific Time on May 10, 2013</p>
SUBMISSION LOCATION	<p>Responses are to be submitted to: CRD Core Area Wastewater Treatment Program, Program Management Office Suite 510-1675 Douglas Street Victoria, BC V8W 2G5 Attention: Tony Brcic, P.Eng. Deputy Program Director</p>

TABLE OF CONTENTS

SUMMARY OF KEY INFORMATION.....	ii
1 INTRODUCTION.....	1
1.1 Purpose of this RFQ	1
1.2 Administration of this RFQ.....	1
1.3 Eligibility	1
1.4 The Data Room.....	1
2 THE PROJECT	2
2.1 McLoughlin Point Wastewater Treatment Plant Project	2
2.2 Project Team.....	5
2.3 Advance Work by the CRD	6
2.4 General Scope of Project Co's Responsibility	7
3 COMPETITIVE SELECTION PROCESS.....	11
3.1 RFQ Stage	11
3.2 RFP Stage	11
3.3 Compensation for Participation in the Competitive Selection Process.....	12
3.4 Competitive Selection Timeline	12
3.5 Introductory Project Meeting.....	13
4 SUBMISSION AND PROCESS INSTRUCTIONS.....	14
4.1 Mandatory Requirements	14
4.2 Response Form and Content.....	14
4.3 Language of Responses and Enquiries.....	14
4.4 Receipt of Complete RFQ.....	14
4.5 Receipt Confirmation Form	14
4.6 Enquiries	14
4.7 Unofficial Information	15
4.8 Delivery and Receipt of Fax and Email Communications.....	15
4.9 Addenda.....	16
4.10 Definitive Record.....	16
4.11 Revisions Prior to the Submission Time	16
4.12 Response Declaration Form	16
4.13 Relationship Disclosure Form.....	16
5 EVALUATION	17

5.1	Evaluation	17
5.2	Evaluation Criteria.....	17
5.3	Evaluation and Selection Procedures.....	17
5.4	Interviews/Presentations.....	18
5.5	Changes to Respondent Teams	18
6	RFQ TERMS AND CONDITIONS.....	19
6.1	No Obligation to Proceed.....	19
6.2	Freedom of Information and Protection of Privacy Act.....	19
6.3	Confidentiality of Information	19
6.4	Cost of Preparing the Response.....	20
6.5	No Representation or Warranty	20
6.6	Reservation of Rights.....	20
6.7	Limitation of Damages	21
6.8	Ownership of Responses.....	21
6.9	Disclosure and Transparency	21
6.10	No Communication or Collusion	22
6.11	No Lobbying.....	22
6.12	Relationship Disclosure and Review Process	23
6.13	Legal Counsel	27
6.14	Fairness Advisor	28
7	DEFINITIONS.....	29
7.1	Interpretation.....	35
	APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA	36
	APPENDIX B RECEIPT CONFIRMATION FORM.....	51
	APPENDIX C CONFIDENTIALITY.....	54
	APPENDIX D RESPONSE DECLARATION FORM	57
	APPENDIX E RELATIONSHIP DISCLOSURE FORM	60
	APPENDIX F PARTICIPATION AGREEMENT	62
	APPENDIX G REQUEST FOR INFORMATION FORM.....	68

1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this request for qualifications (“**RFQ**”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for the Project. Based on these Responses, in accordance with the terms of this RFQ, a shortlist of up to three Proponents will 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 Capital Regional District (“**CRD**”) is seeking to enter into a Project Agreement (“**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, construct and partially finance the McLoughlin Point Wastewater Treatment Facility and to manage its operation during a two year Performance Period (the “**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

The CRD has delegated authority to administer the Program through a bylaw establishing a Commission. The members appointed to the Commission will not be elected officials, and will consist of seven people who have expertise and experience in delivering large, complex infrastructure projects.

The CRD has also established a Program Management Office (“**PMO**”) to manage all aspects of the Program including the administration of this RFQ and the Competitive Selection Process.

1.3 ELIGIBILITY

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships or any other legal entities.

1.4 THE DATA ROOM

An RFQ data room (the “**Data Room**”) with background data relating to the Project is available. To receive access to the Data Room and any further information in connection with this RFQ, recipients of this RFQ are required to fully complete, sign and return the Receipt Confirmation Form. (Appendix B)

2 THE PROJECT

2.1 MCLOUGHLIN POINT WASTEWATER TREATMENT PLANT PROJECT

The governments of Canada, British Columbia and the CRD are working together to improve wastewater treatment in the Greater Victoria Core Area. The new wastewater treatment system, known as the Core Area Wastewater Treatment Program (the “**Program**”), will consist of three major components including the McLoughlin Point Wastewater Treatment Facility, a Biosolids Energy Centre, and Conveyance System Upgrades. The CRD has three separate funding agreements for these major components.

The McLoughlin Point Wastewater Treatment Facility (the “**Facility**”) will include:

- The McLoughlin Point Wastewater Treatment Plant (“**WWTP**”), that will receive the sewage flows from both Clover Point and Macaulay Point pump stations (108 ML/d Average Dry Weather Flows (ADWF) capacity);
- The Victoria Harbour force main crossing from Ogden Point to the WWTP site (approximately 800 metres in length), and
- The Marine Outfall for discharging the effluent from the WWTP into the marine environment (approximately 2.1km in length).

Details with regard to the general scope of Project Co’s responsibilities related to the Project are included in Section 2.4. This procurement is for the Project only and subsequent procurements will deal with other Program components. Participants in this RFQ will not be restricted from participating in other Program component procurements.

In accordance with the Provincial Municipal Wastewater Regulation the Facility must meet the Provincial effluent quality regulations. The regulations stipulate that secondary treatment (defined as effluent containing no more than 45 mg/L each of Carbonaceous Biochemical Oxygen Demand (BOD) and Total Suspended Solids (TSS) at any time) must be provided for all flows up to 2x average dry weather flow (ADWF) and primary treatment containing no more than 130 mg/l each of BOD and TSS for up to four times ADWF. The limiting concentration values may be interpreted as values that are never to be exceeded, regardless of the type of sample taken. The facility will also be required to meet other Operating Certificate requirements as outlined in the CRD’s Liquid Waste Management Plan.

The WWTP will also be designed to meet the National Wastewater Systems Effluent Regulations which requires the following effluent quality be met, based on a monthly average:

- Carbonaceous Biochemical Oxygen Demand < 25 mg/L
- Total Suspended Solids < 25 mg/L

- Chlorine Residual < 0.02 mg/L
- Unionized Ammonia < 1.25 mg/L

The WWTP will be constructed on the McLoughlin Point site which is 1.4 hectares in area. Given the size of this site, it will require application of a high rate, low footprint treatment technology.

Design guidelines will be established for the Project by the CRD Board and will be provided at the RFP stage. The Project will be in a high profile, high visibility location and aesthetic considerations will be part of the design approval requirements.

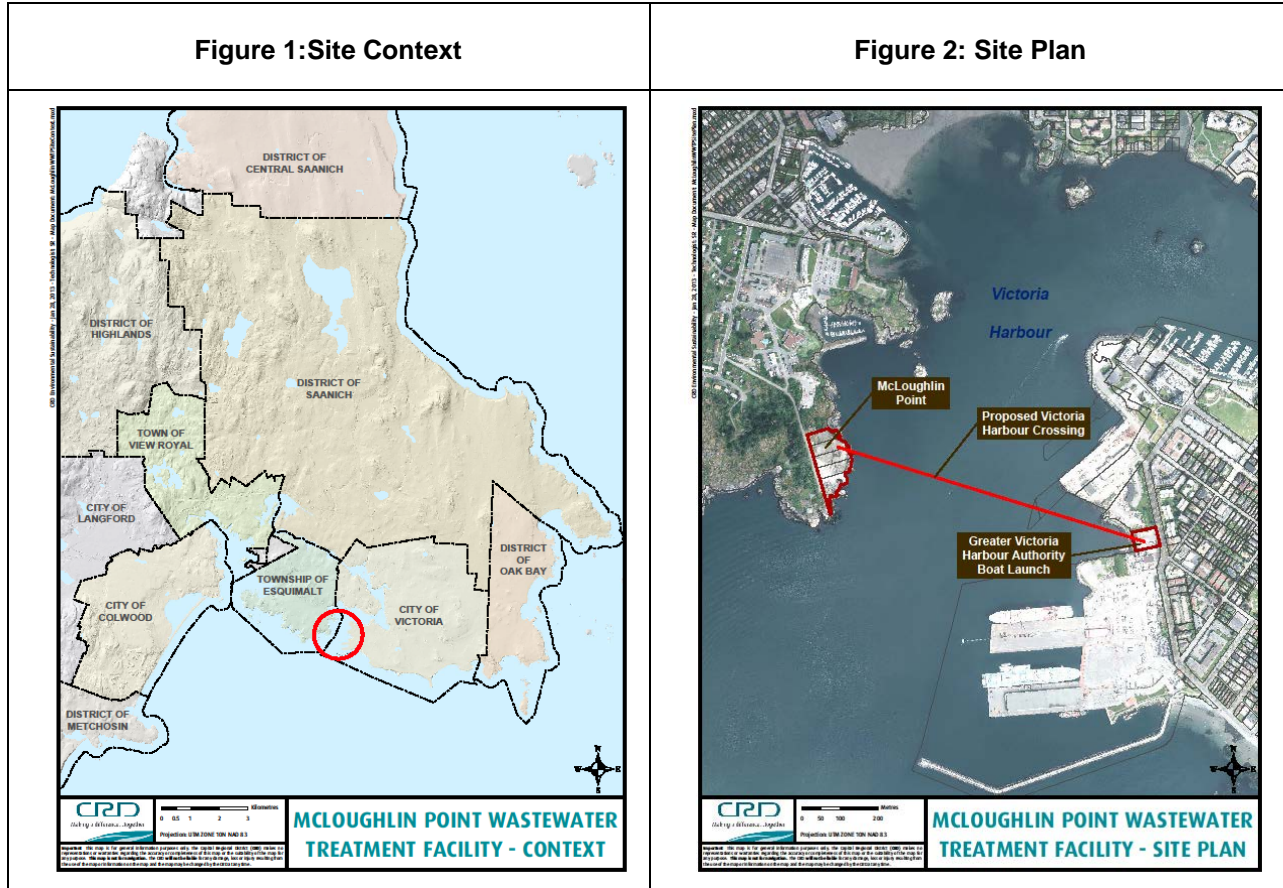
The CRD has used enhanced primary treatment and Biological Aerated Filter (BAF) secondary treatment technologies for planning purposes in developing the Project to date. In submitting technical qualifications and Nominated Projects pursuant to Appendix A, however, Respondents are not limited to those technologies. Respondents may demonstrate their experience and qualifications with respect to the design and construction of wastewater projects using any high rate, small footprint wastewater treatment technologies (1) with a proven track record of meeting effluent standards similar to those applicable to the WWTP, (2) on a scale similar to the WWTP, and (3) involving dry and wet weather flows similar to those anticipated for the WWTP.

At the RFP stage, the CRD expects to include minimum design and construction quality requirements for the WWTP, which may include certain required technologies and which also may restrict the use of certain technologies. The CRD's determinations in the RFP with respect to WWTP technology will be made in a manner which balances the CRD's objective of assuring long term operating and maintenance costs through the use of proven technology and allowing proposers to the RFP reasonable latitude in proposing innovative technical solutions in designing and constructing the WWTP. Technology examples referenced will be required to demonstrate the same process train configuration.

Minimizing the total cost to the taxpayers and greenhouse gas emissions will be important aspects of the Project. Reasonably estimated life cycle costs for proposed technologies will be an important aspect of the evaluation process, including consideration of greenhouse gas emissions and operating and maintenance costs including the costs of power, chemicals and major repairs and replacements.

While meeting the Federal and Provincial regulations is a primary performance objective of the WWTP, the CRD will take into consideration Respondents' past performance with innovative design approaches that minimize tax payer costs over the long term, provide the best overall value for money and are consistent with CRD social, environmental and economic objectives. Accordingly, the RFP evaluation process will consider life cycle costs for the proposed technologies and greenhouse gas emissions.

Figure 1 shows the Site Context, and Figure 2 shows the Site Plan, below.



The Facility will be required to achieve:

- the required regulatory standards for effluent; and
- the required standards for odour control and noise attenuation.

Performance of the Facility will be measured and based on minimizing costs including:

- energy consumption;
- chemicals consumption;
- labour requirements; and
- sludge treatment.

It is anticipated that the effectiveness and efficiency of the Facility will be measured over a range of criteria during the two-year Performance Period and there will be Performance Period guarantees included in the Project Agreement.

2.2 PROJECT TEAM

2.2.1 Capital Regional District

The CRD is the regional government for the 13 municipalities and three electoral areas that are located on the southern tip of Vancouver Island. There are seven municipalities that will be served by the CRD Core Area Wastewater Treatment Program; Colwood, Esquimalt, Langford, Oak Bay, Saanich, View Royal and Victoria.

Additional information about the CRD is available at: www.crd.bc.ca.

2.2.2 Commission

The CRD has established a Commission through CRD Bylaw No. 3851. The Commission has the sole purpose of delivering the Program in accordance with an identified scope, budget and schedule. The Commission is not a separate legal entity.

Bylaw No. 3851 delegates authority from the CRD Board to the Commission to administer the Program. The extent of delegation to the Commission is defined in Bylaw No.3851. The Bylaw sets out those decisions for which the Commission will have responsibility and those for which the Commission will have to seek approval from the CRD Board and/or the funding partners.

2.2.3 Program Management Office

The CRD has established a PMO to manage all aspects of the Program including the management of this RFQ and the Competitive Selection Process. The PMO reports to the Commission.

2.2.4 Stantec

Stantec is the lead PMO consultant and is integrated with CRD staff to provide program management and technical oversight on the Project.

Additional information about Stantec is available at www.stantec.com.

2.2.5 Partnerships BC

The CRD has engaged Partnerships BC to assist with the procurement of the Project.

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

2.3 ADVANCE WORK BY THE CRD

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

2.3.1 Funding Approvals

The Project has received confirmation of funding by the Government of Canada, the Province of British Columbia and the CRD, and was announced on July 16, 2012.

2.3.2 Site Zoning

The McLoughlin Point site is a decommissioned Imperial Oil tank farm on 1.4 ha (3.5 acres) of freehold property bounded on the north and west by federal Department of National Defence (DND) land. The land is zoned "industrial" by the Township of Esquimalt. The CRD is currently in the process of rezoning the property for a wastewater treatment facility. Rezoning is anticipated to be completed by September 2013.

CRD is also in the process of securing a Licence Agreement for Access to Federal Land at Work Point, land tenure for the Victoria Harbour Crossing and right-of-way at the Greater Victoria Harbour Authority boat launch site.

2.3.3 Site Preparation

A site clean-up program has been underway at McLoughlin Point and the majority of the site has been cleaned. The Project Agreement will contain provisions that will apply if any additional contamination is encountered and CRD will retain the risk for any required clean-up. No site preparation is anticipated at the Victoria Harbour Crossing or the Greater Victoria Harbour Authority boat launch site.

2.3.4 Geotechnical Information

Subsurface conditions at the McLoughlin Point site as well as the harbour crossing from McLoughlin Point to the Greater Victoria Harbour Authority boat launch site near Dallas Road have been investigated. The

data will be provided to Proponents at the RFP stage. It is anticipated that CRD will transfer geotechnical risk to Project Co for the Project.

2.3.5 Environmental

The current Program concept has been developed with the understanding that a comprehensive Canadian Environmental Assessment Act approval is not required. The concept assumes that no construction work will occur within the intertidal zones. Specific environmental requirements will be provided in the RFP.

2.3.6 Outfall

A marine outfall alignment study has been performed and will be made available to Proponents at the RFP stage of Procurement.

2.3.7 Aquatic Effects Assessment

The scope of the aquatics effects assessment includes a review of available information for the Facility, including the outfall and intertidal crossing.

2.3.8 Wastewater Characterisation

A wastewater characterisation study has been performed and will be made available to Proponents at the RFP stage of Procurement.

2.3.9 Programming

The CRD is in the process of completing its programming, indicative design and drafting of Performance Specifications. These documents will outline Project requirements.

2.3.10 SCADA Master Plan

CRD is preparing a master plan of SCADA controls for the entire Program, including this Project. This information will be made available to Proponents at the RFP stage.

2.4 GENERAL SCOPE OF PROJECT CO'S RESPONSIBILITY

2.4.1 Project Agreement

The Project will be managed under one contract named the Project Agreement (the "**Project Agreement**"). The CRD intends to attach a draft Project Agreement (the "**Draft Project Agreement**") to the RFP which will include:

- (a) Performance Specifications for the design and construction of the Facility;

- (b) Performance Period responsibilities; and
- (c) proposed commercial terms.

It is anticipated that a final form of Project Agreement (the “**Definitive Project Agreement**”), incorporating revisions and amendments to the Draft Project Agreement, will be the basis upon which Proposals will be prepared in response to the RFP.

2.4.2 General Scope of Responsibility

Project Co will be responsible for all aspects of the design, construction, commissioning and testing, performance and training for the Facility, including the integration of the various components with each other and the co-ordination with offsite contracts. The CRD anticipates that the general scope of Project Co’s responsibility under the Project Agreement will be as follows:

(a) Design

The final design will comply with the Performance Specifications that will be included in the Project Agreement, and all applicable laws, including the Township of Esquimalt zoning.

(b) Construction

Project Co will be responsible for all aspects of construction in accordance with the requirements and specifications outlined in the Project Agreement. Significant components of the construction scope include, but are not limited to:

- (1) Construction of the WWTP to receive the sewage flows from both Clover Point and Macaulay Point (108 ML/d ADWF capacity);
- (2) Construction of the trenchless Victoria Harbour crossing from Ogden Point to the WWTP site (approximately 800 metres in length);
- (3) Construction of the Marine Outfall (trenchless through the intertidal zone) for discharging treated wastewater from the WWTP into the marine environment (approximately 2.1km in length);
- (4) Coordination with other contracts including CRD’s system wide SCADA , underground utilities, the force mains from Macaulay and Clover Point pump stations projects;
- (5) Obtaining all permits and approvals necessary for construction of the Facility, excluding zoning approvals;
- (6) Provision of labour, equipment, materials and financing to provide construction of the Facility as required in the Project Agreement; and

(7) Provision of a construction schedule to ensure Substantial Completion of the Facility by August 2017.

Conditions required to meet Substantial Completion will be defined in the Project Agreement.

(c) Commissioning and Acceptance Testing

Following Substantial Completion, Project Co will be required to commission the Facility. Following the commissioning period the plant biological process will be established and performance will be demonstrated through an acceptance test carried out over a continuous testing period, anticipated to be 90 days. Following rectification of any deficiencies, and completion of Commissioning, the Performance Period begins.

(d) Performance Period

The Performance Period will commence after successful Commissioning of the plant. The CRD will pay Project Co monthly over a two year Performance Period of the Project for routine services, training and management of the Facility in accordance with the Project Agreement. Project Co management will have direct contact with CRD operations management during the Performance Period. Project Co will direct the operations and maintenance activities of CRD operations staff through CRD operations management during the Performance Period. CRD operations management will be responsible for the performance of CRD operations staff in carrying out these instructions and will be responsible for labour relations in accordance with the collective agreement between CRD and C.U.P.E Local 1978.

Project Co will be responsible for repairs, process optimization, staff training, development of maintenance plans, and reporting during the two year Performance Period. Project Co will be responsible for maintaining regulatory, noise and odour compliance for plant operations during the two year Performance Period

During the Performance Period, Project Co is expected to demonstrate that the Facility has met specific metrics (i.e. labour, energy, chemicals) that it has guaranteed under the Project Agreement. Failure to demonstrate achievement of these metrics will result in penalties to Project Co. It is expected that the discounted difference between the guaranteed performance and the actual demonstrated performance in monetary terms will inform the penalty value. Details will be provided at the RFP stage and in the Draft Project Agreement.

The CRD's objective in establishing the Performance Period is to ensure that the Facility designed and constructed by Project Co meets standards of quality, reliability, redundancy and durability that are adequate to assure that the Facility can be operated and maintained by the CRD to meet long term regulatory and other performance standards within the estimated

operating, maintenance, repair and replacement budget developed by Project Co and reviewed by CRD in the procurement process.

(e) Finance

The capital cost of the Facility is estimated to be in the range of \$210 million. It is anticipated that the CRD will make a combination of progress and milestone payments during construction. The amount, timing and terms and conditions of payments will be set out in the RFP, and are anticipated to be in the range of 65-75% of Project capital costs. Project Co will be required to provide all other required financing for design, construction, and finance costs. The balance of Project capital costs is anticipated to be paid by CRD upon substantial completion of the Facility.

There will be an Affordability Ceiling in the RFP stipulating a maximum total cost for the Project. It will be mandatory to comply with this requirement.

(f) Performance Security

It is anticipated that Project Co will be required to provide performance security in favour of CRD to a specified minimum amount. Performance security requirements may include irrevocable demand letters of credit, as well as parent company guarantees or equivalent to support performance obligations.

(g) Interface with other Program Components

The entire Program involves the design and construction of various components which will not be the responsibility of Project Co. Project Co will be responsible for designing and constructing the Facility so that it successfully interfaces with the following Program components:

- (1) Wastewater collection/conveyance including Clover Point and Macaulay Point pumping stations,
- (2) Sludge conveyance and treatment,
- (3) System wide SCADA system, and
- (4) Offsite utility coordination.

The RFP will contain the anticipated schedule for when these components will be available for Project Co to integrate with the construction and operation of the Facility.

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 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 anticipates that it will select a shortlist of three Respondents to be 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 objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Project Agreement.

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.

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

- (a) the CRD will invite each Proponent to review the 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 all comments and requested amendments received from the Proponents and may, at the absolute discretion of the CRD, amend the Draft Project Agreement, and by one or more Addenda issue a revised Draft Project Agreement; and
- (c) the CRD will issue the Definitive Project Agreement as the common basis for the preparation of Proposals by the Proponents.

3.2.2 RFP Submission

The RFP submission requirements will be described in the RFP and will address both technical and financial aspects of the Project. The technical submission will not require pricing, but is anticipated to be well-developed and to include the following:

- (a) preliminary drawings (including architectural designs), specifications and equipment suppliers identifying key elements of the Proponent's technical submission; and
- (b) plans outlining the Proponent's approach to items such as quality assurance, construction management, operations, asset preservation, communications, traffic and environmental management.

The financial submission is expected to include the following:

- (a) fully committed financing (from internal or third party sources) for the amount of funding required to be provided by Project Co, 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
- (c) committed pricing for the Project.

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 will be paid to each Proponent that is not selected as the Preferred Proponent, subject to the terms of the RFP and provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are expected to include, the submission of a bona fide and responsive Proposal, the transfer of all intellectual property rights to the CRD, and the execution and delivery of a full release of any and all claims and a waiver of liability in favour of the CRD.

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	March 14, 2013
RFQ Submission Time	May 10, 2013, 15:00
Respondent interviews/presentations (optional)	TBD
Announce Shortlisted Respondents	June 2013
Issue RFP and Draft Project Agreement to Proponents	June 2013
Collaborative Meetings	TBD
Issue Definitive Project Agreement	TBD
Submission Time for Technical Submissions	January 2014
Submission Time for Financial Submissions	January 2014
Selection of Preferred Proponent	March 2014
Financial Close	April 2014
Construction commencement	TBD
Substantial Completion	August 2017

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

3.5 INTRODUCTORY PROJECT MEETING

The CRD may hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that in the discretion of the CRD require clarification will be included in this RFQ by way of Addendum.

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 evaluated and will be returned unopened. All times will be determined with reference to the clock used by the Contact Person for that purpose. Responses submitted by fax or email will not be evaluated.

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 should be in English. Any portion of a Response not in English may not be evaluated.

4.4 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.

4.5 RECEIPT CONFIRMATION FORM

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

4.6 ENQUIRIES

Respondents are encouraged to submit enquiries using the Request for Information Form (Appendix G) at an early date and before 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 a 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 should be distributed to all Respondents, then the CRD will permit the enquirer to withdraw the enquiry rather than receive a response;
- (d) subject to Section 4.6(c), any enquiry and response may, in the CRD's discretion, be distributed to all Respondents, if the CRD in its absolute 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 is not required to provide a response to any enquiry.

4.7 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.

4.8 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 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.

4.9 ADDENDA

The CRD may, in its absolute 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 4.6, 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.

4.10 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.

4.11 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.

4.12 RESPONSE DECLARATION FORM

A Respondent is 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.

4.13 RELATIONSHIP DISCLOSURE FORM

A Respondent is required to complete and execute 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 its Response.

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 procurement, technical, financial, legal and other advisors.

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

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;
- (c) seek clarification of a Response or supplementary information from any or all Respondents;
- (d) request interviews/presentations 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/presentations, 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.

The CRD will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within three months 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/PRESENTATIONS

Respondents may be required by the CRD to have interviews or present their Response during the evaluation process at the request of the CRD. The presentations should be specific to the Project request and may not contain any marketing information of the Respondent or any member of the Respondent Team.

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 to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control 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 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 discretion, 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 and/or 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.

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 absolute 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 INFORMATION

All non-public information pertaining to, or provided by, 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 the CRD. 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 Receipt Confirmation Form, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as Appendix C.

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.

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, or for any of the reasons set out in Section 2.2 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 Submission 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 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 endeavour.

The CRD expects to 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 (including Key Individuals and Key Firms), 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 Commission 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), the Government of Canada (including any Minister or Deputy Minister, any member of the Privy Council, or any Members of Parliament), 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 and the Respondent will not be eligible for, or receive, the partial compensation as set out in Section 3.3.

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.

Each Respondent should submit the form attached as Appendix E with its Response 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, 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 "**Conflict of Interest Adjudicator**" or 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.

- The CRD, including their former and current employees who fall within the definition of Restricted Party;
- Stantec;
- Brown and Caldwell;
- TERA Environmental Consultants;
- Partnerships BC;
- Stewart McDannold Stuart;
- Hawkins Delafield & Wood LLP;
- Raftelis Financial Consultants;
- Arn R. van Iersel;
- INDESCO Consulting Ltd;
- Jane Shackell, QC, Miller Thomson LLP (Fairness Advisor);
- Bull, Houser & Tupper LLP (Legal Advisor);
- KPMG LLP (Financial Advisor); and
- HW Asset Management Inc. (Risk/Insurance Advisor).

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 will appoint a COI Adjudicator to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party, as set out in this Section 6.12.

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.

There is no requirement for all such 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 circumstances in which a decision may be reconsidered.

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 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.

6.12.8.1 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.

6.12.8.2 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 reconsidered.

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, determine 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, QC, 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

In this RFQ:

“Addenda” or **“Addendum”** means each amendment to this RFQ issued by the Contact Person as described in Section 4.9.

“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” means the maximum total cost of the Project.

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

“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.

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

“Commissioning” means completion and implementation of an approved 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 effluent criteria.

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

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 6.12.4.

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

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

“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.

“**CRD**” means the Capital Regional District. The CRD has delegated authority to and will be represented by a Commission for the Project.

“**Data Room**” means the secure website established by the CRD containing documents in the possession of the CRD that the CRD has identified as relevant to the Project and to the Project site, and that may be useful to Proponents. The CRD will grant Proponents access to the Data Room and will require Proponents to execute an agreement to keep information contained in the Data Room confidential.

“**Definitive Project Agreement**” has the meaning set out in Section 2.4.1.

“**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 identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

“**Design-Build Construction Manager**” means the individual responsible for leading the construction of the Project.

“**Design-Build Manager**” means the individual who has overall responsibility to design and build the Project.

“**Design Manager**” means the individual employed or engaged by the Design-Builder who is responsible for leading the design of the Project.

“**Draft Project Agreement**” has the meaning set out in Section 2.4.1.

“**Electrical Lead**” means the individual with responsibility for and expertise in electrical engineering.

“**Evaluation Criteria**” means the criteria referred to in Section 2.1 of Appendix A to this RFQ.

“**Facility**” means the McLoughlin Wastewater Treatment Plant, the Victoria Harbour Crossing, and the Marine Outfall.

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

“**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.

“**Financial Sponsor**” means an equity provider or other related entity providing financial support to a Respondent or Key Firm by way of guarantee or commitment to provide equity or dedicated credit facilities to support the participation by the Respondent or Key Firm in the Project as described in the Respondent’s Response.

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

“Key Individuals” of a Respondent Team means the specific individuals, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent’s Response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles. The following are Key Individuals:

- Respondent Team Lead Director;
- Design-Build Manager;
- Design Manager;
- Design-Build Construction Manager;
- Quality Control Manager;
- Liquid Treatment Process Specialist
- Architect
- Process Mechanical Lead;
- Electrical Lead;
- SCADA, Control and Instrumentation Lead; and
- Odour Control Specialist.

“Key Firm” of a Respondent Team means the specific corporations, joint ventures, partnerships and/or other legal entities, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent’s Response. Key Firms may fill multiple roles provided they have the qualifications and experience for all the roles. The following are Key Firms:

- Process Mechanical Contractor;
- Electrical Contractor; and
- Instrumentation Contractor.

“Liquid Treatment Process Specialist” means the individual with responsibility for and expertise in liquid treatment processes.

“Mandatory Requirements” means the requirements set out in Section 4.1.

“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-1 Nominated Project Details of Appendix A.

“**Odour Control Specialist**” means the individual with responsibility for and expertise in odour control.

“**Participation Agreement**” means the form substantially as attached as Appendix F.

“**Partnerships BC**” means Partnerships British Columbia Inc.

“**Performance Period**” means the two year period commencing after completion of successful Commissioning and Acceptance with sewage during which Project Co will oversee and manage the operations, maintenance and process optimization of the Facility.

“**Performance Specifications**” means the specifications for the design, construction and performance of the Project as set out in the Project Agreement.

“**PMO**” has the meaning set out in Section 1

“**Preferred Proponent**” means the company, firm, consortium or other legal entity selected by the CRD during the RFP process to negotiate the Project Agreement.

“**Process Mechanical Lead**” means the individual with responsibility for and expertise in process mechanical engineering.

“**Program**” means the Core Area Wastewater Treatment Program, and consists of major wastewater treatment system works including the McLoughlin Point Wastewater Treatment Plant, Marine Outfall and Victoria Harbour Crossing; a Biosolids Energy Centre; and Pumping and Conveyance System Upgrades.

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

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

“**Project Co**” means the entity proposed by the Respondent to enter into the Project Agreement with the CRD.

“**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.

“**Quality Control Manager**” means the individual responsible for quality control on the Project

“**Receipt Confirmation Form**” means the form substantially as attached as Appendix B.

“**Relationship Disclosure Form**” means the form substantially as attached as Appendix E.

“Respondent” means any company, firm, consortium or other legal entity that signs and submits a Receipt Confirmation Form confirming an intention to submit 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 Respondent, its Respondent Team Lead, its Design-Builder, its Financial Sponsor(s) and its Key Individuals and Key Firms.

“Respondent Team Lead” means the member of the Respondent Team responsible for leading the Respondent Team throughout the Competitive Selection Process and the Project.

“Respondent Team Lead Director” means the individual who represents the Respondent Team Lead.

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

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

“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.

“SCADA, Control and Instrumentation Lead” means the individual with responsibility for supervisory control and data acquisition (SCADA) and instrumentation engineering.

“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.

“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.

“**Substantial Completion**” will be definitively described at the RFP Phase of the project and marks the point in time of transition from the construction to the commissioning period of the project.

“**WWTP**” means the McLoughlin Point Wastewater Treatment Plant.

7.1 INTERPRETATION

In this RFQ:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made or exercised by or on behalf of the Authority, including the exercise of “discretion” or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Authority;
- (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) when the word “including” or “include” is used in this RFQ it is not to be read as limiting; and
- (f) 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 authority; and
- (g) 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.

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 Form: Form A-1: Nominated Project Details Table A-1

Attached Sample Table: Table A-1: Key Individual and Key Firm Involvement in Nominated Projects

Part 1. Response Guidelines

Responses should:

- (h) be clearly marked with the words, “**Response to RFQ –Capital Regional District – McLoughlin Point Wastewater Treatment Plant Project**” to the Submission Location;
- (i) be limited to 75 double-side sheets, including appendices, for package 2;
- (c) include all of the information requested in this Appendix A to be considered responsive; and
- (d) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1) Transmittal Letter;	One
	2) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent;	One
	3) A table containing the names and company names of the Key Individuals; and	One
	4) Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent.	One
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	One unbound copy marked “Master”; 5 bound copies; and One electronic copy.
Package 3	Financial information (see Section 5 of Part 3 of this Appendix A).	One unbound copy marked “Master”; 5 bound copies; and One electronic copy.

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 below. Should the CRD determine that any Respondent Team fails to adequately meet the minimum requirements, the CRD may discontinue the evaluation of that Respondent Team's Response in accordance with Section 6.6 of the RFQ.

Table 1: Minimum Requirements

Financial Capacity
Sufficient financial capacity of the Respondent Team to undertake the Project: See Section 5 of Response Format (Part 3 of Appendix A).

For those Respondent Teams that adequately meet the minimum requirements, the CRD will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

2.2 Evaluation Criteria

The Evaluation Criteria and weighting is described in Table 2 below.

Table 2: Evaluation Criteria and Weighting

Section	Weighting	Evaluation Criteria
Section 1 Introduction and Nominated Projects	Not Evaluated	Each Response should contain the following information: 1.1 Proposed Respondent Team and Organization 1.2 Contact Information 1.3 Nominated Projects See Section 1 of Response Format (Part 3 of Appendix A).
Section 2 Respondent Team Lead	30 points	Strength and relevance of experience and demonstrated capability to undertake the complete Project based on the following: 2.1 Project Development and Management Experience 2.2 Respondent Team Lead Key Individuals Experience <ul style="list-style-type: none"> ▪ Respondent Team Lead Director ▪ Design-Build Manager ▪ Design Manager ▪ Design-Build Construction Manager ▪ Quality Control Manager 2.3 Value, Innovation and Resource Recovery See Section 2 of Response Format (Part 3 of Appendix A).
Section 3 Design	40 points	Strength and relevance of experience and demonstrated capability to undertake the design of the Project based on the following: 3.1 Design Qualifications and Experience 3.2 Sustainability and Environmental Stewardship 3.3 Design Key Individuals' Experience <ul style="list-style-type: none"> ▪ Liquid Treatment Process Specialist ▪ Process Mechanical Lead ▪ Electrical Lead ▪ Architect ▪ SCADA, Control and Instrumentation Lead ▪ Odour Control Specialist See Section 3 of Response Format (Part 3 of Appendix A)

Section	Weighting	Evaluation Criteria
Section 4 Construction	30 points	Strength and relevance of experience and demonstrated capability to undertake the construction of the Project based on the following: 4.1 Construction Qualifications and Experience 4.2 Key Firms Experience <ul style="list-style-type: none"> ▪ Process Mechanical Sub-Contractor ▪ Electrical Sub-Contractor ▪ Instrumentation Sub-Contractor See Section 4 of Response Format (Part 3 of Appendix A).
Total	100 points	

2.3 Disqualification of Responses

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

- (j) 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 sole opinion of the CRD, interfere with the integrity of the Competitive Selection Process; or
- (k) 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

For Responses, Respondents should use the section numbers and titles provided in Table 3 below.

Table 3: Response Content Requirements

Section	Title	Response Content Requirements
Package 2		
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team and Organization	<ul style="list-style-type: none"> a) Identify and provide the legal name for each of the following; <ul style="list-style-type: none"> ▪ Respondent Team Lead; ▪ Design-Builder; and ▪ Financial Sponsors. b) Provide the legal name of the entity for each of the following Respondent Team Lead and construction Key Individuals: <ul style="list-style-type: none"> ▪ Respondent Team Lead Director; ▪ Design-Build Manager; ▪ Design Manager; ▪ Design-Build Construction Manager; and ▪ Quality Control Manager. c) Provide the legal name of the entity for each of the following design Key Individuals: <ul style="list-style-type: none"> ▪ Liquid Treatment Process Specialist; ▪ Process Mechanical Lead; ▪ Electrical Lead; ▪ Architect; ▪ SCADA, Controls and Instrumentation Lead; and ▪ Odour Control Specialist. d) Provide the legal name of the entity for each of the following Key Firms: <ul style="list-style-type: none"> ▪ Process Mechanical Sub-Contractor; ▪ Electrical Sub-Contractor; and ▪ Instrumentation Sub-Contractor.

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> e) Provide organization chart(s), at the corporate level, including Key Individuals, which shows the relationships between the members of the Respondent Team and any anticipated changes contemplated over the Project life cycle. f) Describe the business relationships among the Respondent Team (e.g., corporation, joint-venture, partnership, etc.). <ul style="list-style-type: none"> i. Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the <u>only</u> Person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent's Representative:</p> <ul style="list-style-type: none"> g) Name h) Employer i) Mailing/courier addresses j) Telephone number k) Email address l) Website address
1.3	Nominated Projects	<p>Submit a maximum of 10 Nominated Projects ("Nominated Projects") using Form A-1 of this Appendix A. Provide the table described in Form A-1 describing all Key Firms and Key Individuals involvement in each Nominated Project.</p>
2.	Respondent Team Lead Experience and Capability	
2.1	Project Development and Management Experience	<ul style="list-style-type: none"> a) Based on up to three of the Nominated Projects for each criteria or sub-criteria that are demonstrated to be most relevant to this sub-section, describe the Respondent Team Lead's experience and capability with the following: <ul style="list-style-type: none"> i. Developing and managing large, high rate, design-build or public private partnerships waste water treatment projects particularly in urban water front settings and on compact environmentally sensitive sites; ii. Managing complex contracts, including schedules, financing, warranty periods, budgets and cost risks; iii. Managing the integration between design and construction throughout the project to ensure cost effective

Section	Title	Response Content Requirements
		<p>life cycle solutions;</p> <ul style="list-style-type: none"> iv. Consultation experience and addressing community needs; v. Permitting and regulatory approvals including operating permits for waste water treatment plants; vi. Testing and commissioning of waste water treatment plants; vii. Extended warranty periods including operations and maintenance, training staff, assistance in recruiting operations staff and preparation of Standard Operating Procedures; and viii. Managing partnership arrangements, including working with the owner, local authorities, regulatory agencies and stakeholders to address issues as they arise, how issues were avoided or resolved, and strategies employed. <p>b) For each of the Nominated Projects referenced in 2.1(a) and referencing the primary agreement, describe the Respondent Team Lead's experience and capability with the following:</p> <ul style="list-style-type: none"> i. Meeting obligations including schedule, budget and projected plant performance; ii. Contract award budget and change order amounts; and iii. The level of achievement of performance specifications, including copies of annual plant effluent performance objectives from the subject projects.
3.	Design Experience and Capability	
3.1	Design Qualifications and Experience	<p>c) Based on up to three Nominated Projects for each criteria or sub-criteria that are demonstrated to be most relevant to this sub-section, describe the design team's design experience and capability for the following:</p> <ul style="list-style-type: none"> i. Designing large (50 ML/d average dry weather flow or greater) waste water treatment plant projects with particular focus on small footprint facilities on the waterfront within urban settings and for design build contractors; ii. Designing large waste water treatment plants on environmentally sensitive sites; iii. Providing architectural enhancement to treatment facilities; iv. Designing trenchless marine water crossings; v. Designing marine outfalls including trenchless installations through the intertidal zone; vi. Designing process mechanical, instrumentation, control systems, odour control and noise mitigation systems for waste water treatment plants; vii. Public engagement and consultation experience with the community;

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> viii. Working effectively with the contractor team; and ix. Delivering the design to meet the overall project schedule. <p>d) For each of the Nominated Projects referenced in 3.1(a) and referencing the primary agreement, describe the design team’s experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.
3.2	Sustainability and Environmental Stewardship	<p>e) Based on up to three of the Nominated Projects referenced in 3.1(a) that are demonstrated to be most relevant to this sub-section, describe the Design Team’s experience and capability for the following:</p> <ul style="list-style-type: none"> i. Sustainable development philosophy, including examples of previous experience with sustainable projects as evidenced by company policies and practices (such as ISO 14001 certification, company sponsored employee initiatives, partnerships with educational facilities etc.), experience with brownfield sites and LEED® Silver certification with emphasis on demonstrating achievement of innovation credits; ii. Experience with applying cost effective innovative technology and resource recovery to wastewater treatment facilities including demonstration plants; and iii. Incorporating “best practices” concepts into design to deal with issues such as LEED® certification, resource recovery, integration of process improvement concepts into facility design (such as workflow redesign, process efficiency tools, etc.) with specific reference to wastewater treatment plant environments.

Section	Title	Response Content Requirements
3.3	Design Key Individuals' Experience	<p>a) Provide a comprehensive resume for the Liquid Treatment Process Specialist, Process Mechanical Lead, Electrical Lead, SCADA, Controls and Instrumentation Lead, and Odour Control Specialist, including at a minimum the following information:</p> <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience in relation to the Project; and vi. References for the last three relevant projects the individual was involved in. <p>b) Describe the Liquid Treatment Process Specialist, Process Mechanical Lead, Electrical Lead, Architect, SCADA, Control and Instrumentation Lead and Odour Control Specialist Key Individual's roles and responsibilities for recent relevant projects.</p> <p>c) Describe the availability and capacity of each 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.</p>

Section	Title	Response Content Requirements
4.	Construction Experience and Capability	
4.1	Construction Qualifications and Experience	<p>f) Based on up to three Nominated Projects for each criteria or sub-criteria that are demonstrated to be most relevant to this sub-section, describe the construction team’s construction experience and capability for the following:</p> <ul style="list-style-type: none"> i. Constructing large, waste water treatment plant projects with particular focus on projects in small footprint facilities on the waterfront within urban setting and on environmentally sensitive sites; ii. Constructing trenchless marine water crossings iii. Construction of outfalls including trenchless installations through the intertidal zone; iv. Constructing process mechanical, instrumentation, control systems and communication systems for waste water treatment plants; v. Constructing large process mechanical systems and their related control and instrumentation systems; vi. Constructing structural and civil components; vii. Effectively working with contractors and subcontractors including the design team; viii. Sequencing, scheduling and logistics of waste water treatment plant construction projects; and ix. Traffic, quality, environmental and health and safety management. <p>g) Providing value-added, innovative solutions to construction. For each of the Nominated Projects referenced in 3.4(a) and referencing the primary agreement, describe the construction team’s experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; ii. The level of achievement of performance specifications; and iii. Demonstration of innovation in developing appropriate design and construction approaches for wastewater treatment projects.

Section	Title	Response Content Requirements
4.2	Construction Sub-Contractor's Experience	<ul style="list-style-type: none"> h) Provide comprehensive corporate resume for the Process Mechanical Sub-Contractor, Electrical Sub-Contractor and Instrumentation Sub-Contractor including, at a minimum, the following information: <ul style="list-style-type: none"> i. Role and responsibility for the Project; ii. Relevant experience in relation to the Project; and iii. References for the last three projects the firm was involved in. i) Describe the Process Mechanical Sub-Contractor, Electrical Sub-Contractor and Instrumentation Sub-Contractor roles and responsibilities for recent relevant projects. j) Describe the availability and capacity of the Process Mechanical Sub-Contractor, Electrical Sub-Contractor and Instrumentation Sub-Contractor to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
Package 3		
5.	Financial Capacity	
5.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing the following in the case of the Respondent, each Financial Sponsor and each Key Firm:</p> <ul style="list-style-type: none"> k) Annual audited financial statements or, if annual audited financial statements are not available, equivalent financial information for each of the last three fiscal years; l) Interim quarterly financial statements since the last annual statement; m) Details of any material events that may affect the party's current financial standing since the last financial statements provided; n) Details of credit rating(s); o) Details of bonding capacity; and p) Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation or proceedings in the last three fiscal years. <p>Provide a description of the Respondent's proposed approach to financing the Project, including but not limited to a description of potential capital structure, potential funding sources and, if it is anticipated that performance security would be provided in favour of lenders as part of the financing, a description of the type and amount of security contemplated.</p> <p>The information provided in response to this section should be sufficient to demonstrate that the Respondent has the ability to finance completion of the Project and that each member of the Respondent Team (other than Key Individuals) is financially viable and has the financial capacity to fulfill its obligations in respect of the Project.</p>

Section	Title	Response Content Requirements
5.2	Project Financing Experience	Describe the experience and capability of the Respondent Team in securing construction or other similar financing based on up to three Nominated Projects in which members of the Respondent Team secured construction or other similar financing that were completed within the last five years and that are demonstrated to be relevant to this sub-section. This description should include, but not be limited to, a description of the amount, term and types of financing used.

Form A-1 Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered 1 to 10)

Respondent Team Member(s) _____

- | | |
|---------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of project | <i>Details including official project name and contract number</i> |
| Location of project | <i>Country, province/state, 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 Capital Regional District or their designated representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i> |
| Relevance | <i>Describe the relevance of the Nominated Project to the Project including plant capacity, application of innovative technology and resource recovery, effluent limits, design innovation, wet weather treatment, advanced odour control and low footprint design near a marine environment.</i> |
| Time Period of Involvement/Contract period | <i>Contract commencement date, end of construction date and contract end date</i> |
| Description of project | <i>Capital value, scope and complexity</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, , design-build-finance, stipulated sum</i> |
| Role(s) on project | <i>Specific role, duties and responsibilities of applicable members of the Respondent Team</i> |

Performance

Describe the performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual details

Other information

Any information the Respondent considers relevant to the Evaluation Criteria

Table A-1 - Key Individual and Key Firm Involvement in Nominated Projects

Please provide a table which describes Key Individual and Key Firm involvement in each of the Nominated Projects. An example of the table format is provided below.

Key Individual / Key Firm	Nominated Project									
	1	2	3	4	5	6	7	8	9	10

APPENDIX B RECEIPT CONFIRMATION FORM

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

Request for Qualifications

McLoughlin Point Wastewater Treatment Plant Project

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:

Tony Brcic, P. Eng. Deputy Program Director

Email: cawtpmcloughlin@crd.bc.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

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, Financial Sponsor, 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 in connection with the Project.
- (f) Each capitalized term not otherwise defined in this Agreement has the meaning given to it 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 CRD, 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 CRD 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 CRD in writing, all in accordance with the instructions of CRD ; 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 maybe 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 binds the Recipient and its successors.

APPENDIX D RESPONSE DECLARATION FORM

1. This Response Declaration Form will be executed by the Respondent.
2. By executing this Response Declaration Form, the Respondent agrees to the provisions of this RFQ and this Response Declaration Form.
3. Capitalized terms in this Response Declaration Form are defined in Section 7 of this RFQ.

[RFQ Respondent's Letterhead]

To: Capital Regional District, Core Area Wastewater Treatment Program PMO

Attention: Tony Brcic, P Eng., Deputy Program Director

Re: Request for Qualifications entitled McLoughlin Point Wastewater Treatment Plant Project

[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	Financial Sponsor (Y/N)

--	--	--	--

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

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

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

This Form will be completed by the Respondent on its own behalf and on 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.

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 Name</i>	<i>Employee from 19XX – 20XX</i>

(Each Respondent Team to submit one Relationship Disclosure Form. Add additional pages as required. Corporate disclosures only need to be provided once and not repeated for every individual of that company).

NAME OF RESPONDENT

Address

Email Address

Telephone

Name of Authorized Signatory for Respondent

Signature

APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

Capital Regional District
510 – 1675 Douglas Street
Victoria BC
V8W 2G5

Attention: Tony Brcic, P.Eng., Deputy Program Director and Contact Person

Dear Sirs/Mesdames:

Re: McLoughlin Point Wastewater Treatment Plant Project – Participation Agreement in respect of the Request for Proposals issued by the Capital Regional District on March 14, 2013, 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 Financial Sponsors 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 Financial Sponsor

Authorized Signatory

Authorized Signatory

Name of Financial Sponsor

Authorized Signatory

SCHEDULE 1

Confidentiality Conditions

1. **Definitions.** In these confidentiality conditions, in addition to the other defined terms in this RFQ::
- (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, Financial Sponsor, 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.

APPENDIX G REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION

McLoughlin Point Wastewater Treatment Plant Project

Request Number: _____

Raised By: _____

Date Raised: _____

Type of Request: Information Clarification Meeting

Request/Query:

Do you request this query to be Commercial in Confidence? Yes No

Response:

Response signed off by the CRD 's Lead: _____

Response signed off by the CRD's Contact Person: _____

Date Response returned to Proponent by the CRD's PMO _____

REQUEST FOR QUALIFICATIONS
for the
McLoughlin Point Wastewater Treatment Plant Project
RFQ #MC - 300
(the "RFQ")

Addendum #1
March 15, 2013

This Addendum, including all attachments and referenced documents, amends the RFQ
(including all previously issued Addenda).

1 INTERPRETATION

- (a) This Addendum forms part of and will be read together with the RFQ.
- (b) All terms used in this Addendum which are defined in the RFQ will have the meaning assigned by the RFQ unless the context otherwise requires.
- (c) In the event of any inconsistency between the terms of this Addendum and the other documents forming the RFQ, this Addendum will prevail. Where the conflict is between this Addendum and the terms of a later Addendum, the later Addendum will prevail.

2 MODIFICATIONS TO THE RFQ

- (a) Refer to RFQ Appendix A Response Guidelines and Evaluation Criteria issued on March 14, 2013 (pages 36 through 50):

DELETE in its entirety and REPLACE with:

Appendix A Response Guidelines and Evaluation Criteria as provided below:

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 Form: Form A-1: Nominated Project Details Table A-1

Attached Sample Table: Table A-1: Key Individual and Key Firm Involvement in Nominated Projects

Part 1. Response Guidelines**Responses should:**

- (a) be clearly marked with the words, “Response to RFQ –Capital Regional District – McLoughlin Point Wastewater Treatment Plant Project” to the Submission Location;
- (b) be limited to 75 double-side sheets, including appendices, for package 2;
- (c) include all of the information requested in this Appendix A to be considered responsive; and
- (d) be submitted as follows:

Package	Contents	Number of Copies
Package 1	1) Transmittal Letter;	One
	2) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent;	One
	3) A table containing the names and company names of the Key Individuals; and	One
	4) Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent.	One
Package 2	Response (see Part 3 of this Appendix A) excluding the financial information provided in Package 3.	One unbound copy marked “Master”; 5 bound copies; and One electronic copy.
Package 3	Financial information (see Section 5 of Part 3 of this Appendix A).	One unbound copy marked “Master”; 5 bound copies; and One electronic copy.

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 below. Should the CRD determine that any Respondent Team fails to adequately meet the minimum requirements, the CRD may discontinue the evaluation of that Respondent Team’s Response in accordance with Section 6.6 of the RFQ.

Table 1: Minimum Requirements

Financial Capacity
<p>Sufficient financial capacity of the Respondent Team to undertake the Project:</p> <p>See Section 5 of Response Format (Part 3 of Appendix A).</p>

For those Respondent Teams that adequately meet the minimum requirements, the CRD will evaluate Responses by applying the Evaluation Criteria and weighting in Table 2, in accordance with each section of the Response content requirements outlined in Table 3.

2.2 Evaluation Criteria

The Evaluation Criteria and weighting is described in Table 2 below.

Table 2: Evaluation Criteria and Weighting

Section	Weighting	Evaluation Criteria
Section 1 Introduction and Nominated Projects	Not Evaluated	Each Response should contain the following information: 1.1 Proposed Respondent Team and Organization 1.2 Contact Information 1.3 Nominated Projects See Section 1 of Response Format (Part 3 of Appendix A).
Section 2 Respondent Team Lead	30 points	Strength and relevance of experience and demonstrated capability to undertake the complete Project based on the following: 2.1 Project Development and Management Experience 2.2 Respondent Team Lead Key Individuals Experience <ul style="list-style-type: none"> ▪ Respondent Team Lead Director ▪ Design-Build Manager ▪ Design Manager ▪ Design-Build Construction Manager ▪ Quality Control Manager 2.3 Value, Innovation and Resource Recovery See Section 2 of Response Format (Part 3 of Appendix A).
Section 3 Design	40 points	Strength and relevance of experience and demonstrated capability to undertake the design of the Project based on the following: 3.1 Design Qualifications and Experience 3.2 Sustainability and Environmental Stewardship 3.3 Design Key Individuals' Experience <ul style="list-style-type: none"> ▪ Liquid Treatment Process Specialist ▪ Process Mechanical Lead ▪ Electrical Lead ▪ Architect ▪ SCADA, Control and Instrumentation Lead ▪ Odour Control Specialist See Section 3 of Response Format (Part 3 of Appendix A)

Section	Weighting	Evaluation Criteria
Section 4 Construction	30 points	<p>Strength and relevance of experience and demonstrated capability to undertake the construction of the Project based on the following:</p> <p>4.1 Construction Qualifications and Experience</p> <p>4.2 Key Firms Experience</p> <ul style="list-style-type: none"> ▪ Process Mechanical Sub-Contractor ▪ Electrical Sub-Contractor ▪ Instrumentation Sub-Contractor <p>See Section 4 of Response Format (Part 3 of Appendix A).</p>
Total	100 points	

2.3 Disqualification of Responses

Without limitation, the CRD may, in its sole and absolute 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 sole 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

For Responses, Respondents should use the section numbers and titles provided in Table 3 below.

Table 3: Response Content Requirements

Section	Title	Response Content Requirements
Package 2		
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team and Organization	<ul style="list-style-type: none"> a) Identify and provide the legal name for each of the following; <ul style="list-style-type: none"> ▪ Respondent Team Lead; ▪ Design-Builder; and ▪ Financial Sponsors. b) Provide the legal name of the entity for each of the following Respondent Team Lead and construction Key Individuals: <ul style="list-style-type: none"> ▪ Respondent Team Lead Director; ▪ Design-Build Manager; ▪ Design Manager; ▪ Design-Build Construction Manager; and ▪ Quality Control Manager. c) Provide the legal name of the entity for each of the following design Key Individuals: <ul style="list-style-type: none"> ▪ Liquid Treatment Process Specialist; ▪ Process Mechanical Lead; ▪ Electrical Lead; ▪ Architect; ▪ SCADA, Controls and Instrumentation Lead; and ▪ Odour Control Specialist. d) Provide the legal name of the entity for each of the following Key Firms: <ul style="list-style-type: none"> ▪ Process Mechanical Sub-Contractor; ▪ Electrical Sub-Contractor; and ▪ Instrumentation Sub-Contractor. e) Provide organization chart(s), at the corporate level, including Key Individuals, which shows the relationships

Section	Title	Response Content Requirements
		<p>between the members of the Respondent Team and any anticipated changes contemplated over the Project life cycle.</p> <p>f) Describe the business relationships among the Respondent Team (e.g., corporation, joint-venture, partnership, etc.).</p> <p>i. Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).</p>
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the <u>only</u> Person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent's Representative:</p> <p>a) Name;</p> <p>b) Employer;</p> <p>c) Mailing/courier addresses;</p> <p>d) Telephone number;</p> <p>e) Email address; and</p> <p>f) Website address.</p>
1.3	Nominated Projects	<p>Submit a maximum of 10 Nominated Projects ("Nominated Projects") using Form A-1 of this Appendix A. Provide the table described in Form A-1 describing all Key Firms and Key Individuals involvement in each Nominated Project.</p>

2.	Respondent Team Lead	
2.1	Project Development and Management Experience	<p>a) Based on up to three of the Nominated Projects for each criteria or sub-criteria that are demonstrated to be most relevant to this sub-section, describe the Respondent Team Lead’s experience and capability with the following:</p> <ul style="list-style-type: none"> i. Developing and managing large, high rate, design-build or public private partnerships waste water treatment projects particularly in urban water front settings and on compact environmentally sensitive sites; ii. Managing complex contracts, including schedules, financing, warranty periods, budgets and cost risks; iii. Managing the integration between design and construction throughout the project to ensure cost effective life cycle solutions; iv. Consultation experience and addressing community needs; v. Permitting and regulatory approvals including operating permits for waste water treatment plants; vi. Testing and commissioning of waste water treatment plants; vii. Extended warranty periods including operations and maintenance, training staff, assistance in recruiting operations staff and preparation of Standard Operating Procedures; and viii. Managing partnership arrangements, including working with the owner, local authorities, regulatory agencies and stakeholders to address issues as they arise, how issues were avoided or resolved, and strategies employed. <p>b) For each of the Nominated Projects referenced in 2.1(a) and referencing the primary agreement, describe the Respondent Team Lead’s experience and capability with the following:</p> <ul style="list-style-type: none"> i. Meeting obligations including schedule, budget and projected plant performance; ii. Contract award budget and change order amounts; and iii. The level of achievement of performance specifications, including copies of annual plant effluent performance objectives from the subject projects.
2.2	Respondent Team Lead Key Individuals Experience	<p>a) Provide comprehensive resumés for the Respondent Team Lead Director, Design-Build Manager, Design Manager, Design-Build Construction Manager and Quality Control Manager as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required:</p> <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Role and responsibility for the Project; iv. Summary of education/qualifications; v. Relevant experience in relation to the Project; and

		<p>vi. References for the last three relevant projects the individual was involved in.</p> <p>b) Describe the Respondent Team Lead Director, Design-Build Manager, Design Manager, Design-Build Construction Manager and Quality Control Manager’s roles and responsibilities for recent relevant projects. Describe the availability and capacity of the Respondent Team Lead Director, Design-Build Manager, Design Manager, Design-Build Construction Manager and Quality Control Manager to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>
<p>2.3</p>	<p>Value, Innovation and Resource Recovery</p>	<p>a) Based on up to three of the Nominated Projects referenced in 2.1(a) that are demonstrated to be most relevant to this sub-section, describe the Design-Builder’s experience and capability in providing value-added, innovative solutions to design and construction which have resulted in overall life cycle operations cost savings.</p> <p>b) Information provided should include examples of delivering, and managing the team to provide, value-added innovative solutions to design and construction including, but not limited to energy, chemical and resource conservation, greenhouse gas emissions, resource recovery, sustainable infrastructure design, automation, healthy buildings and LEED® new construction.</p>

3.	Design
3.1	<p>Design Qualifications and Experience</p> <p>a) Based on up to three Nominated Projects for each criteria or sub-criteria that are demonstrated to be most relevant to this sub-section, describe the design team's design experience and capability for the following:</p> <ul style="list-style-type: none"> i. Designing large (50 ML/d average dry weather flow or greater) waste water treatment plant projects with particular focus on small footprint facilities on the waterfront within urban settings and for design build contractors; ii. Designing large waste water treatment plants on environmentally sensitive sites; iii. Providing architectural enhancement to treatment facilities; iv. Designing trenchless marine water crossings; v. Designing marine outfalls including trenchless installations through the intertidal zone; vi. Designing process mechanical, instrumentation, control systems, odour control and noise mitigation systems for waste water treatment plants; vii. Public engagement and consultation experience with the community; viii. Working effectively with the contractor team; and ix. Delivering the design to meet the overall project schedule. <p>b) For each of the Nominated Projects referenced in 3.1(a) and referencing the primary agreement, describe the design team's experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; and ii. The level of achievement of performance specifications, including any cured and uncured contractual details.
3.2	<p>Sustainability and Environmental Stewardship</p> <p>a) Based on up to three of the Nominated Projects referenced in 3.1(a) that are demonstrated to be most relevant to this sub-section, describe the Design Team's experience and capability for the following:</p> <ul style="list-style-type: none"> i. Sustainable development philosophy, including examples of previous experience with sustainable projects as evidenced by company policies and practices (such as ISO 14001 certification, company sponsored employee initiatives, partnerships with educational facilities etc.), experience with brownfield sites and LEED® Silver certification with emphasis on demonstrating achievement of innovation credits; ii. Experience with applying cost effective innovative technology and resource recovery to wastewater treatment facilities including demonstration plants; and iii. Incorporating "best practices" concepts into design to deal with issues such as LEED® certification, resource recovery, integration of process improvement concepts into facility design (such as workflow redesign, process efficiency tools, etc.) with specific reference to wastewater treatment plant environments.

3.3	Design Key Individuals' Experience	<p>a) Provide a comprehensive resume for the Liquid Treatment Process Specialist, Process Mechanical Lead, Electrical Lead, SCADA, Controls and Instrumentation Lead, and Odour Control Specialist, including at a minimum the following information:</p> <ul style="list-style-type: none">i. Name;ii. Professional qualifications/designation(s);iii. Role and responsibility for the Project;iv. Summary of education/qualifications;v. Relevant experience in relation to the Project; andvi. References for the last three relevant projects the individual was involved in. <p>b) Describe the Liquid Treatment Process Specialist, Process Mechanical Lead, Electrical Lead, Architect, SCADA, Control and Instrumentation Lead and Odour Control Specialist Key Individual's roles and responsibilities for recent relevant projects.</p> <p>c) Describe the availability and capacity of each 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.</p>
-----	-------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4.	Construction	
4.1	Construction Qualifications and Experience	<p>a) Based on up to three Nominated Projects for each criteria or sub-criteria that are demonstrated to be most relevant to this sub-section, describe the construction team's construction experience and capability for the following:</p> <ul style="list-style-type: none"> i. Constructing large, waste water treatment plant projects with particular focus on projects in small footprint facilities on the waterfront within urban setting and on environmentally sensitive sites; ii. Constructing trenchless marine water crossings iii. Construction of outfalls including trenchless installations through the intertidal zone; iv. Constructing process mechanical, instrumentation, control systems and communication systems for waste water treatment plants; v. Constructing large process mechanical systems and their related control and instrumentation systems; vi. Constructing structural and civil components; vii. Effectively working with contractors and subcontractors including the design team; viii. Sequencing, scheduling and logistics of waste water treatment plant construction projects; and ix. Traffic, quality, environmental and health and safety management. <p>b) Providing value-added, innovative solutions to construction. For each of the Nominated Projects referenced in 3.4(a) and referencing the primary agreement, describe the construction team's experience and capability with the following:</p> <ul style="list-style-type: none"> i. The performance in meeting obligations; ii. The level of achievement of performance specifications; and iii. Demonstration of innovation in developing appropriate design and construction approaches for wastewater treatment projects.
4.2	Key Firms Experience	<p>a) Provide comprehensive corporate resume for the Process Mechanical Sub-Contractor, Electrical Sub-Contractor and Instrumentation Sub-Contractor including, at a minimum, the following information:</p> <ul style="list-style-type: none"> i. Role and responsibility for the Project; ii. Relevant experience in relation to the Project; and iii. References for the last three projects the firm was involved in. <p>b) Describe the Process Mechanical Sub-Contractor, Electrical Sub-Contractor and Instrumentation Sub-Contractor roles and responsibilities for recent relevant projects.</p> <p>c) Describe the availability and capacity of the Process Mechanical Sub-Contractor, Electrical Sub-Contractor and Instrumentation Sub-Contractor to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>

Package 3		
5.	Financial Capacity	
5.1	Financial Capacity	<p>Demonstrate the financial capacity of the Respondent Team by providing the following in the case of the Respondent, each Financial Sponsor and each Key Firm:</p> <ul style="list-style-type: none"> a) Annual audited financial statements or, if annual audited financial statements are not available, equivalent financial information for each of the last three fiscal years; b) Interim quarterly financial statements since the last annual statement; c) Details of any material events that may affect the party's current financial standing since the last financial statements provided; d) Details of credit rating(s); e) Details of bonding capacity; and f) Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation or proceedings in the last three fiscal years. <p>Provide a description of the Respondent's proposed approach to financing the Project, including but not limited to a description of potential capital structure, potential funding sources and, if it is anticipated that performance security would be provided in favour of lenders as part of the financing, a description of the type and amount of security contemplated.</p> <p>The information provided in response to this section should be sufficient to demonstrate that the Respondent has the ability to finance completion of the Project and that each member of the Respondent Team (other than Key Individuals) is financially viable and has the financial capacity to fulfill its obligations in respect of the Project.</p>
5.2	Project Financing Experience	<p>Describe the experience and capability of the Respondent Team in securing construction or other similar financing based on up to three Nominated Projects in which members of the Respondent Team secured construction or other similar financing that were completed within the last five years and that are demonstrated to be relevant to this sub-section. This description should include, but not be limited to, a description of the amount, term and types of financing used.</p>

Form A-1 Nominated Project Details
(Maximum 3 pages in length per project)

Respondent _____ Project number _____ *(sequentially numbered 1 to 10)*

Respondent Team Member(s) _____

Name of project *Details including official project name and contract number*

Location of project *Country, province/state, site or project extent*

Owner *Organization name*

Reference contact details *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 Capital Regional District or their designated representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.*

Relevance *Describe the relevance of the Nominated Project to the Project including plant capacity, application of innovative technology and resource recovery, effluent limits, design innovation, wet weather treatment, advanced odour control and low footprint design near a marine environment.*

Time Period of Involvement/Contract period *Contract commencement date, end of construction date and contract end date*

Description of project *Capital value, scope and complexity*

Current status of project *Describe the current status of the project relative to key milestone events*

Contract model *Contract structure i.e., public private partnership, design-build, , design-build-finance, stipulated sum*

Role(s) on project *Specific role, duties and responsibilities of applicable members of the Respondent Team*

Performance *Describe the performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual details*

Other information *Any information the Respondent considers relevant to the Evaluation Criteria*

Table A-1 - Key Individual and Key Firm Involvement in Nominated Projects

Please provide a table which describes Key Individual and Key Firm involvement in each of the Nominated Projects. An example of the table format is provided below.

Key Individual / Key Firm	Nominated Project									
	1	2	3	4	5	6	7	8	9	10

REQUEST FOR QUALIFICATIONS
for the
McLoughlin Point Wastewater Treatment Plant Project
(the “RFQ”)
Addendum #2
March 20, 2013

This Addendum, including all attachments and referenced documents, amends the RFQ
(including all previously issued Addenda).

1 INTERPRETATION

- (a) This Addendum forms part of and will be read together with the RFQ.
- (b) All terms used in this Addendum which are defined in the RFQ will have the meaning assigned by the RFQ unless the context otherwise requires.
- (c) In the event of any inconsistency between the terms of this Addendum and the other documents forming the RFQ, this Addendum will prevail. Where the conflict is between this Addendum and the terms of a later Addendum, the later Addendum will prevail.

2 MODIFICATIONS TO THE RFQ

- (a) Refer to RFQ Appendix A Response Guidelines and Evaluation Criteria; Table 3: Response Content Requirements; Section 2.3;

Delete:

Section 2.3 a) and 2.3 b)

Replace with

Based on up to three of the Nominated Projects that are demonstrated to be most relevant for each sub-section below, describe the Respondent Team Lead’s experience and capability in providing value-added, innovative solutions to design and construction which have resulted in:

- (a) overall life cycle operations cost savings; and
 - (b) energy conservation, chemical and resource conservation, greenhouse gas emissions reduction, resource recovery, sustainable infrastructure design, automation, healthy buildings and LEED® new construction.
- (b) Refer to RFQ Appendix A Response Guidelines and Evaluation Criteria; Table 3: Response Content Requirements; Section 3.3 a); first sentence:

Add:

“Architect” between “Electrical Lead” and “SCADA” in the first sentence.

- (c) Refer to RFQ Appendix A Response Guidelines and Evaluation Criteria; Table 3: Response Content Requirements; Section 4.1 a):

Add:

x. Providing value-added, innovative solutions to construction.

- (d) Refer to RFQ Appendix A Response Guidelines and Evaluation Criteria; Table 3: Response Content Requirements; Section 4.1 b); first sentence:

Delete:

Providing value-added, innovative solutions to construction.

- (e) Refer to RFQ Appendix A Response Guidelines and Evaluation Criteria; Table 3: Response Content Requirements; Section 4.1 b):

Delete:

3.4(a)

Replace with:

4.1(a)