



Request for Qualifications

Surrey Biofuel Processing Facility Project

RFQ # 5587

Issued May 16, 2013

Conformed: February 21, 2014

SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: RFQ – Surrey Biofuel Processing Facility Project Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Dawn Hart Email: dawn.hart@partnershipsbc.ca Please direct all Enquiries, by email, to the above named Contact Person. <u>No telephone Enquiries please.</u>
ENQUIRIES	Respondents are encouraged to submit Enquiries at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the City; the City may, in its discretion, decide not to respond to any Enquiry.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
SUBMISSION TIME	The Submission Time is: 11:00 Pacific Time on July 18, 2013
SUBMISSION LOCATION	Responses are to be submitted to: Partnerships BC 2320 – 1111 West Georgia Street Vancouver, BC V6E 4M3 Attention: Dawn Hart

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1 INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this Request for Qualifications (“**RFQ**”) is to invite interested parties to submit Responses to this RFQ indicating their interest in, and qualifications for, the Surrey Biofuel Processing Facility Project. Based on these Responses, the City of Surrey (the “**City**”) intends to select, in accordance with the terms of this RFQ, a shortlist which the City anticipates will be no more than three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (“**RFP**”) stage.

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

Under the Competitive Selection Process, the City is seeking to enter into a formal written contract (the “**Project Agreement**”) with a qualified entity (“**Project Co**”) to design, build and finance a new facility (the “**Facility**”) for the processing of organic waste and the production of biogas (the “**Biogas**”), and to operate and maintain the Facility for 25-years.

If a capitalized term used in this RFQ is not defined in Section 8 of this RFQ, it will be defined in the section of the RFQ in which it is first used.

1.2 ELIGIBILITY

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

1.3 PROJECT TEAM

1.3.1 City of Surrey

The City was incorporated in 1993 and is the second largest city in British Columbia. It is also one of the fastest growing cities in the region with a population increasing at approximately twice the regional average (2011 Census of Canada). The City is one of 22 member municipalities that comprise the Metro Vancouver Regional District (“**Metro Vancouver**”).

Additional information about the City of Surrey is available at: <http://www.surrey.ca/>.

1.3.2 Partnerships BC

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

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

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

1.3.3 Other Consultants

The City has also engaged specialist advisors to assist with the technical, financial and legal aspects of the Project.

1.4 PROJECT BRIEF

The City has issued a separate document entitled the Project Brief for the purpose of providing an informal and convenient summary of aspects of the Project. The Project Brief is not included as part of the RFQ or RFP and is not included with, or to be referred to in any way, in interpreting the requirements of, the RFQ or RFP or the Project Agreement, or to in any way define or describe any party's rights with respect to the Project.

1.5 PROJECT DATA AND REFERENCE INFORMATION

The City has established a web page on its public website at <http://www.surrey.ca/city-services/13015.aspx> where reference and background documents and information related to the Project, including information regarding waste volume and waste composition, will be made available to interested parties. The documents and information contained on this website (collectively, "**Reference Information**") have been identified by the City as being relevant to the Project and that may be useful to interested parties. None of the Reference Information is included as part of this RFQ, except as expressly set out in this RFQ. The City does not make any representation as to the relevance, accuracy or completeness of any of the Reference Information except as may be expressly set out in this RFQ with respect to a specific document, and an interested party has the full responsibility to form its own judgement as to the use of any Reference Information.

2 THE PROJECT

2.1 BACKGROUND

Metro Vancouver has ratified a plan to divert 70 per cent of the region's total waste from landfills by 2015. A key tenet of the plan involves a comprehensive strategy to divert organic materials (kitchen and yard waste) from the landfill waste stream.

Accordingly, on October 1, 2012, the City expanded its city-wide residential yard and garden curb-side collection program to include kitchen waste (food waste and food-soiled paper).

As the next step the City now wishes to enter into the Project Agreement with the successful Proponent for the design, build, finance, operation and maintenance of the new Facility.

2.2 SURREY BIOFUEL PROCESSING FACILITY: THE PROJECT

The project (the "**Project**") is:

- (a) the design, construction and financing of a new Facility to process the City's organic waste, plus as Project Co may decide, ICI, for the recovery and production of Biogas and the management of by-products, and the operation and maintenance of the Facility for a 25 year operating period; plus
- (b) the equipment either to process the Biogas for use as pipeline grade natural gas or to process the Biogas and produce electricity for sale to BC Hydro. (The City has a preference for the production of pipeline gas, including compressed natural gas suitable for CNG vehicle use. The City anticipates that the RFP will describe how the decision will be made between production of natural gas or electricity.)

2.3 PROCESS TECHNOLOGY

The City will require that the new Facility be based on and utilize Proven Process Technology for the processing of the Organic Feedstock and the production of Biogas. The City anticipates that the Facility will include the following:

1. Pre-processing (sorting);
2. Anaerobic digestion;
3. Biogas production and recovery; and
4. By-product management.

In order to be shortlisted an interested party will, in addition to other requirements as set out in this RFQ, be required to satisfy the City that the proposed Process Technology will, applying Good Industry Practice, reasonably permit the City to have confidence that the Process Technology will operate to process the City’s organic waste. The City has determined that the Process Technology will involve either wet or dry anaerobic digestion but has not selected the actual technology.

2.4 PROJECT OBJECTIVES

The City has the following objectives for the Project:

Category	Objectives
Implementation Schedule	<ul style="list-style-type: none"> ▪ New Facility operational by 2015-2016.
Economic Potential	<ul style="list-style-type: none"> ▪ Maximize cost certainty. ▪ Minimize the City’s organic waste disposal cost.
Operational Efficiency	<ul style="list-style-type: none"> ▪ Construct a state-of-the-art Facility. ▪ Economically viable. ▪ Utilize proven Process Technology.
Environmental	<ul style="list-style-type: none"> ▪ Support and contribute toward meeting 70 percent waste diversion goal by 2015.
Build Surrey Program	<ul style="list-style-type: none"> ▪ Contribute to the City’s Build Surrey program. ▪ Promote quality of life and sustainability of the City.

2.5 PROJECT SITE

The lands on which the Facility will be located is the “Site”. The City has identified a City-owned 6.6-acre parcel of land located adjacent to the Surrey Waste Transfer Station within the Port Kells Industrial Park in Surrey, British Columbia as the preferred location for the Site.

The City also owns an adjacent 3.3-acre parcel of land, which is currently separated from the 6.6-acre parcel by a private right-of-way leading to a regional waste transfer facility. The City may consider proposals to expand the Site to approximately 10 acres.

It is anticipated that under the RFP Proponents may, at their election, propose an alternative location for the Site that is within the municipal boundaries of the City. Proponents are anticipated to be responsible for the additional costs associated with utilizing either the additional 3.3-acre parcel (such as environmental remediation) or an alternative location for the Site. It is anticipated the RFP will indicate the City’s preference is for the Facility to be located on the City’s 6.6-acre parcel.

2.6 ORGANIC WASTE COLLECTION BY THE CITY

The City's residential curbside organic waste is comprised of yard and garden green waste and kitchen scraps. This organic waste is currently collected weekly, comingled in a cart-based automated collection program.

It is the City's intention that the Facility be capable of processing as part of the Organic Feedstock all of the City's organic waste as it is collected by the City's collection fleet, including all seasonal volume and composition variability. However, the City may make adjustments to its current collection program if the City determines that a change(s) is required, but any additional costs incurred by the City on account of such a change would need to be considered in determining the cost of the Project.

The City anticipates that issues relating to the City's current collection program may be the subject of confidential discussions under the RFP Collaborative Meetings.

2.7 PRELIMINARY CITY ACTIVITIES

The City has undertaken the following relating to the Project:

(a) Approval

The Project has been approved by the City Council and has received confirmation of funding from the City. The Project was publicly announced in Surrey on September 20, 2012.

(b) Site Rezoning

The City's preferred Site has been rezoned to "Comprehensive Development Zone (CD)". This rezoning will permit the Facility to be constructed on the City's preferred Site.

(c) Environmental Assessment

A Certificate of Compliance was granted for the City's preferred Site by the BC Ministry of Environment in 2002 when the Surrey Transfer Station was under development. The City's preferred Site will not require any additional regional, provincial or federal environmental assessments.

(d) Biogas Purchase and Sale

The City anticipates that under the RFP the requirements for Biogas purchase and sale agreements will be described.

(e) Organic Waste Composition Audit Program

Since November 2012, the City has been conducting monthly waste composition audits of its curbside organic waste and anticipates continuing the audits together with quarterly moisture content

analysis throughout 2013. The data will be made available on the City's website as Reference Information.

3 PROJECT AGREEMENT

3.1 DRAFT PROJECT AGREEMENT

The City intends to attach an initial draft of the Project Agreement (the “**Initial Draft Project Agreement**”) to the RFP which will include:

- (a) scope of obligations under the Project Agreement;
- (b) performance specifications for the design, construction, operation and maintenance of the Facility (the “**Performance Specifications**”); and
- (c) proposed commercial terms.

3.2 OWNERSHIP

The City anticipates it will own the Facility over the term of the Project Agreement.

3.3 GENERAL SCOPE OF PROJECT CO’S RESPONSIBILITY

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

(a) Design

Project Co will be responsible for all aspects of the design for the Facility including the integration of the various building components with each other. The final design will comply with the Performance Specifications, and all applicable laws, including City zoning and development permit requirements.

(b) Construction

Project Co will be responsible for:

- (1) obtaining all permits and approvals necessary for the design and construction of the Facility, excluding the approvals that are already in place or will be obtained by the City;
- (2) design and construction of utilities and other Site services, including off-Site works as required for the Facility; and
- (3) design and construction of the Facility, including procurement and installation of all required equipment.

(c) Process Technology

Project Co will be responsible for all aspects of the Process Technology for the Project, utilizing an anaerobic digestion technology that, at a minimum:

- (1) is proven and suitable for the Project to process the City's organic waste and produce Biogas;
- (2) will accommodate the City's projected volume of the City's organic waste for the term of the Project Agreement; and
- (3) allows for a sustainable digestate management strategy.

(d) Commissioning and Testing

Following completion of construction of the Facility, Project Co will be responsible for commissioning and testing the Facility prior to commencement of commercial operations.

(e) Finance

It is anticipated that the City will make a payment to Project Co at completion of construction of the Facility (the terms and conditions of which will be set out in the RFP, but which are anticipated to be in the range of 25 per cent of eligible Project capital costs to a maximum amount of \$16.9 million). Project Co will be required to provide all other required financing for design, construction, finance costs, operation and maintenance.

The City intends to pay Project Co annual service payments (net of Project revenues collected by Project Co) over the term of the Project in accordance with the Project Agreement, subject to deductions if performance requirements are not met. The amount of the annual service payment will be based on the Preferred Proponent's competitive financial proposal.

The City anticipates that the RFP will define an affordability ceiling for the Project (the "**Affordability Ceiling**") which establishes a maximum net cost of organic waste disposal that the City will accept from Proponents in their Proposals. The Affordability Ceiling will be less than the 2013 Metro Vancouver disposal rate for municipal solid waste and will be competitive with tipping rates anticipated from alternative organic waste disposal facilities in the region.

(f) Operation and Maintenance

Following completion of construction, it is anticipated that Project Co will be responsible for the operation and maintenance of the Facility and the Biogas processing equipment for the term of the Project Agreement.

3.4 COMMUNICATION AND CONSULTATION

The Project Agreement will describe the City's and Project Co's obligations to cooperate on all aspects of public communication and consultation.

3.5 PROJECT RISK ALLOCATION

Table 1 presents the anticipated risk allocation between Project Co and the City.

Table 1: Project Risk Allocation

Type of Risk	Allocation of Risk	
	Project Co	City
Design	✓	
Construction	✓	
Financing	✓ financing required in excess of City payment	✓ one payment at completion of construction
Maintenance	✓	
Lifecycle	✓	
Operations	✓	
Volume of City's organic waste *	✓	✓
Composition of City's organic waste **	✓	✓
Volume, Composition and Revenue from ICI and non-City residential waste sources up to Facility capacity	✓	
Revenue from Biogas product sales	✓ volume	✓ price
Revenue from other residual by-product sales	✓	
Residual by-products (digestate) management	✓	

*The City will guarantee a minimum annual service payment corresponding to a minimum defined volume. Project Co will take the volume risk on the City's organic waste over and above the minimum defined volume.

**The City will supply historical and existing information on the City's organic waste composition, and will meet agreed-upon levels of contamination. Project Co will accept seasonal and annual variations in waste composition over the term of the Project Agreement.

3.6 COMMERCIAL TERMS

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

- (a) Term: 25 years following completion of construction;
- (b) Payment:
 - (1) Construction payment as described in Section 3.3(e); and
 - (2) Annual service payments as described in Section 3.3(e), with a guaranteed minimum corresponding to the minimum defined volume as described in Section 3.5, Table 1;
- (c) Payment Deductions: the Project Agreement will permit the City to make deductions from the service payments if Project Co fails to meet the defined Performance Specifications; and
- (d) End of Term: the Project Agreement will describe the hand-back requirements for the Facility at the end of the term.

4 COMPETITIVE SELECTION PROCESS

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

4.1 RFQ STAGE

In accordance with the terms of this RFQ the City intends to select a shortlist of Respondents, which the City anticipates will be no more than three. Each of the three shortlisted Respondents will be invited to review a draft of the RFP and a draft of the Project Agreement and to conduct other due diligence as a shortlisted Respondent may decide, and then to submit a Participation Letter of Credit and Participation Agreement. The City intends then to issue the formal RFP to the shortlisted Proponents that have submitted a Participation Letter of Credit and Participation Agreement.

4.2 RFP STAGE

The objective at the RFP stage is to select the Preferred Proponent with whom the City may enter into the Project Agreement. The RFP is anticipated to include:

(a) 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, unless otherwise permitted at the discretion of the City.

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

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

(b) Process Technology

The City anticipates that the RFP will:

- (1) require each Proponent to submit its Proposal on the basis of its Process Technology as included in the Proponent's Response to the RFQ, subject to any changes in such Process Technology expressly permitted by Section 6.8 of the RFQ; and
- (2) include a procedure by which a Proponent or the City may propose changes to such Process Technology, such changes being subject to the City's approval in its sole discretion, considering, without limitation, technical improvements to such Process Technology, and considering fairness to other Proponents.

(c) RFP Submission

The form of the RFP submission will be described in the RFP and will address both technical and financial aspects of the Project. It is anticipated that the Project will include an interim financial submission, details to be provided in the RFP documents. It is anticipated that a technical submission addressing the technical aspects of the RFP will be submitted in advance of the financial submission.

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

- (1) a full description of the Process Technology;
- (2) a conceptual layout identifying key elements of the Proponent's technical submission; and
- (3) 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 anticipated to include the following:

- (4) committed pricing for the Project;
- (5) fully committed financing for the Project, including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Project Agreement; and
- (6) a commitment to enter into the Project Agreement by Project Co.

4.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

The City 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 City intends to make provision for partial compensation in the amount of \$200,000, payable to each unsuccessful Proponent in accordance with the terms of the RFP.

4.4 COMPETITIVE SELECTION TIMELINE

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

Activity	Timeline
RFQ issue date	May 16, 2013
Introductory Project Meeting	May 30, 2013
RFQ Submission Time	July 18, 2013
Announce Shortlisted Respondents	October 2013
Issue RFP and Draft Project Agreement to Proponents	Fall 2013
Collaborative Meetings	Fall/Winter 2013
Issue Final Draft Project Agreement	Winter 2013
Submission Time for Technical Submissions	Spring 2014
Submission Time for Financial Submissions	Spring 2014
Selection of Preferred Proponent	Spring/Summer 2014
Financial Close	Summer 2014
Construction commences	Summer 2014
Completion of Construction of the Facility	2015-2016

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

4.5 INTRODUCTORY PROJECT MEETING

The City intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. This meeting will be held on May 30, 2013 at Surrey City Hall in Surrey, British Columbia. All parties who wish to attend should complete and submit a Receipt Confirmation Form in order to receive further details. Attendance will not be mandatory.

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

5 SUBMISSION AND PROCESS INSTRUCTIONS

5.1 MANDATORY REQUIREMENTS

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

5.2 RESPONSE FORM AND CONTENT

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

A Response should include only one Process Technology. If a Respondent has more than one Process Technology that the Respondent has identified could be implemented in the Facility, then the Respondent should elect the Process Technology it wishes to be considered for the purposes of evaluation under this RFQ, and include only that Process Technology in its Response.

5.3 LANGUAGE OF RESPONSES AND ENQUIRIES

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

5.4 NO FAX OR EMAIL SUBMISSION

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

5.5 RECEIPT OF COMPLETE RFQ

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

5.6 RECEIPT CONFIRMATION FORM

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

5.7 ENQUIRIES

Respondents are encouraged to submit enquiries (“**Enquiries**”) using the Request for Information Form (Appendix G) at an early date and prior to 15:00 Pacific Time on the day that is 10 Business Days before the Submission Time to permit consideration by the City; the City may, in its discretion, decide not to respond to any Enquiry.

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

- (a) any responses will be in writing;
- (b) Enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Respondent may request that an Enquiry and the response to an Enquiry be kept confidential if the Respondent considers the Enquiry to be commercially sensitive; and if the City decides that an Enquiry or the response or both should be distributed to all Respondents, then, subject to Section 5.7(d), the City will permit the enquirer to withdraw the Enquiry rather than receive a response;
- (d) any Enquiry and the response may, in the City’s discretion, be distributed to all Respondents, if the City in its discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. The City may keep either or both the Enquiry and response confidential if in the judgment of the City it is fair or appropriate to do so; and
- (e) the City may, in its discretion, decline to respond to an Enquiry.

5.8 UNOFFICIAL INFORMATION

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

5.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

No fax communication with the Contact Person is permitted with respect to the Project or the Competitive Selection Process.

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

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

5.10 ADDENDA

The City 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 5.7, will be included in, or will in any way amend or clarify this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of the City is authorized to amend or clarify this RFQ. The City will send a notification of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

5.11 DEFINITIVE RECORD

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

5.12 REVISIONS PRIOR TO THE SUBMISSION TIME

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

5.13 RESPONSE DECLARATION FORM

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

5.14 RELATIONSHIP DISCLOSURE FORM

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

6 EVALUATION

6.1 EVALUATION COMMITTEE

The evaluation of Responses will be carried out by a committee of one or more persons appointed by the City (the “**Evaluation Committee**”) with assistance from other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of the City or Partnerships BC.

6.2 EVALUATION CRITERIA

The Evaluation Committee will evaluate a Response to determine if it meets the Minimum Requirements as described in Section 2.1 of Appendix A.

The Evaluation Committee will evaluate and rank Responses by application of the Evaluation Criteria. The Evaluation Committee will apply the Evaluation Criteria to identify the Respondents which the Evaluation Committee judges to be the most advantageous to the City to be the shortlisted Respondents.

6.3 EVALUATION AND RECOMMENDATION PROCEDURES

To assist in the evaluation of the Responses, the Evaluation Committee 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 other reference checks or 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 with any, some, or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information; and
- (e) rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews, and/or any additional information in the evaluation of Responses.

The Evaluation Committee 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 Evaluation Committee judges is not in contention to be shortlisted.

The Evaluation Committee will recommend the Respondents to be selected by the City as the shortlisted Respondents, to be offered the opportunity to conduct the due diligence and submit a Participation Letter of Credit and Participation Agreement as described in Section 6.4.

6.4 DUE DILIGENCE AND PARTICIPATION LETTER OF CREDIT

If the City selects a shortlist of Respondents then:

- (a) the City will provide each shortlisted Respondent with a draft of the RFP and the Project Agreement on the condition that a shortlisted Respondent will keep the documents confidential for the purpose of permitting a shortlisted Respondent to consider whether there are terms in the draft RFP or Project Agreement that would prevent the shortlisted Respondent from participating in the RFP;
- (b) the City will, on request of a shortlisted Respondent, conduct confidential Collaborative Meetings with individual shortlisted Respondents for the purpose of permitting a shortlisted Respondent to provide comments to the City on terms in the draft RFP or Project Agreement that would prevent a shortlisted Respondent from participating in the RFP;
- (c) each shortlisted Respondent may conduct other due diligence investigations relating to the draft RFP and Project Agreement, including investigations of the ICI market potential and other matters as a shortlisted Respondent may decide; and
- (d) as a condition of being confirmed as a shortlisted Proponent, and being invited to participate in the RFP and submit a Proposal, a shortlisted Respondent must, no later than 4:00 pm Vancouver time on February 14, 2014, deliver to the City:
 - (1) a letter of credit (the "Participation Letter of Credit") presentable at a bank listed under Schedule I of the Bank Act (Canada) for the benefit of the City, in a form and on terms satisfactory to the City, or other form or security acceptable to the City, in the amount of \$100,000; and
 - (2) a signed Participation Agreement."

The City will hold the Participation Letter of Credit on the following conditions:

- (e) if the shortlisted Proponent delivers a bona fide Proposal in response to the RFP, then if the shortlisted Proponent's Proposal Net Present Cost (as defined in the RFP) is over the Affordability Threshold (as defined in the RFP), while the City reserves the right not to pay the

compensation described in Section 8.8 of the RFP, the City will return the Participation Letter of Credit to the shortlisted Proponent; and

- (f) if at any time the shortlisted Proponent withdraws from participation in the RFP or fails to deliver a bona fide Proposal in response to the RFP, then the City may call on the Participation Letter of Credit in full, and retain such funds as liquidated damages as compensation for not receiving a Proposal from the shortlisted Proponent.

6.5 SELECTION OF SHORTLISTED PROPONENTS

If a shortlisted Respondent for any reason fails or refuses to deliver a Participation Letter of Credit as required by Section 6.4, then the City may invite the Respondent that was ranked next-highest by the Evaluation Committee to review the draft RFP and Project Agreement, to conduct due diligence investigations and submit a Participation Letter of Credit, it being the desire of the City to commence the RFP with three shortlisted Proponents, each of which has submitted a Participation Letter of Credit.

If the City selects a shortlist of Proponents (including receiving a Participation Letter of Credit from each shortlisted Proponent), then the City will notify Respondents of the RFQ results by sending a written notice to the Respondent's Representative.

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

6.6 INTERVIEWS/PRESENTATIONS

Respondents may be requested by the Evaluation Committee to have interviews regarding their Response during the evaluation process at the request of the Evaluation Committee. The interviews should be specific to the Project request and may not contain any marketing information of the Respondent or any member of the Respondent Team.

6.7 CHANGES TO RESPONDENT TEAMS

The City intends to issue the RFP only to Respondents that have been shortlisted under this RFQ as Proponents for the RFP process. If for any reason after the Submission Time a Respondent wishes or requires to add, remove or otherwise change a member of its Respondent Team, or there is a material change in ownership or control 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 City for approval, including supporting information that may assist the City in evaluating the change. The City, in its discretion, may grant or refuse an

application under this Section, and in exercising its discretion the City 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 City may refuse to permit a change to the membership of a Respondent Team if the change would, in the City's judgement, result in a weaker team than was originally shortlisted; or
- (b) the City may, in the exercise of its discretion, permit any changes to a Respondent Team, including changes as may be requested arising from changes in ownership or control of a Respondent or a Respondent Team member, or changes to the legal relationship among the Respondent Team members such as the creation of a new joint venture or other legal entity or relationship in place of the Respondent Team.

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

This Section 6.7 shall apply until issuance of the RFP.

6.8 CHANGES TO PROCESS TECHNOLOGY

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

- (a) no changes to a Process Technology that the Respondent has included in its Response will be permitted prior the shortlist of Proponents being determined;
- (b) if the application is made after the Proponents have been determined, the City may refuse to permit a change to the Process Technology that the Proponent has included in its Response to this RFQ if the change would, in the City's judgement, result in a Process Technology that is weaker than the Process Technology originally shortlisted; and
- (c) the City will refuse an application if the requested change in Process Technology or material change in rights or ability to obtain the rights to any proprietary elements of the Process Technology results in a Process Technology, in the City's judgement, is a Process Technology that does not meet the Minimum Requirement in item (b) of Table 2 of Appendix A to this RFQ.

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

This Section 6.8 shall apply until issuance of the RFP.

7 RFQ TERMS AND CONDITIONS

7.1 NO OBLIGATION TO PROCEED

This RFQ does not commit the City in any way to proceed to an RFP stage or award a contract, and the City 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 City may decide in its discretion.

7.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

All documents and other records in the custody of, or under the control of, the City 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 City 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 City as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

7.3 CONFIDENTIALITY OF CITY INFORMATION

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

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

The City has engaged Partnerships BC. Partnerships BC has been and continues to be involved in other projects and the City may receive information in respect of other projects which may be relevant to the Project. Subject to the terms of the RFQ, including Section 4.2 (a) (Collaborative Meetings) and Section 5.7 (Enquiries) the City may in its discretion disclose information that is available from this Project to Partnerships BC and other projects and may obtain information from other projects.

7.4 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 City, attending meetings, and conducting due diligence.

7.5 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 City, the Contact Person or any advisor to the City, 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 City accepts no responsibility for any Respondent lacking any information.

7.6 RESERVATION OF RIGHTS

The City 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 Evaluation Committee;
- (c) disqualify a Response that fails to meet the Mandatory Submission Requirements set out in Section 5.1 of this RFQ, or for any of the reasons set out in Section 2.2 of Appendix A, or any other reason the City determines appropriate;
- (d) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the Response null and void;
- (e) not accept any or all Responses;
- (f) reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;

- (g) re-advertise for new Responses, call for quotes, proposals or tenders, or enter into negotiations for this Project or for work of a similar nature;
- (h) make any changes to the terms of the business opportunity described in this RFQ; and
- (i) amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

7.7 LIMITATION OF DAMAGES

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

7.8 OWNERSHIP OF RESPONSES

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

7.9 DISCLOSURE AND TRANSPARENCY

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

The City expects to disclose the following information during this stage of the Competitive Selection Process: this RFQ document, the number of Respondents, the information described in Section 4.5, 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 City.

Respondents will notify the City 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.

7.10 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 City, with the knowledge and intention that the City 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.

7.11 NO LOBBYING

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

attempt to communicate in relation to the Project, this RFQ, or the Competitive Selection Process, directly or indirectly, with any representative of the City, the Government of British Columbia (including any Minister or Deputy Minister, any member of the Executive Council, or any Members of the Legislative Assembly), Partnerships BC, 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, by any Respondent, Respondent Team members, or their respective directors, officers, employees, consultants, agents, advisors or representatives, the City 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.

7.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

The City reserves the right to disqualify any Respondent that in the City'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 City may consider to be in the public interest or otherwise required by the City.

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

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with the City, Partnerships BC or any members of the City or others providing advice or services to the City 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 City and the Conflict of Interest Adjudicator (the "**COI Adjudicator**") may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

7.12.1 Use or Inclusion of Restricted Parties

The City may, in its discretion, disqualify a Respondent, or may permit a Respondent to continue and impose such conditions as the City may consider to be in the public interest or otherwise required by the City, 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 7.12.

7.12.2 Current Restricted Parties

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

- HDR Corporation;
- Singleton Urquhart;
- PricewaterhouseCoopers LLP;
- Dentons Canada LLP (formerly Fraser Milner Casgrain LLP); and
- The City and Partnerships BC, including their former and current employees who fall within the definition of Restricted Party.

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

7.12.3 Consultant with Prior Project Involvement

Ernst & Young was retained by the City to provide financial consulting services relating to the Project between August 2011 and May 2012. During that period Ernst & Young worked with the City and Partnerships BC to assist in the development of the business case for the Project and to assist in the discussions with PPP Canada to secure PPP Canada funding for the Project. Ernst & Young's services to the City with respect to the Project included development of financial models, assistance in the development of the value for money analysis and assisting in drafting certain aspects of the business case.

Subsequent to Ernst & Young's retainer to the City on the Project the City retained PricewaterhouseCoopers as the Financial Advisor to the City for the Project. PricewaterhouseCoopers remains the City's Financial Advisor to the Project and Ernst & Young has provided no further services to the City with respect to the Project.

Ernst & Young has requested that the City consent to Ernst & Young being permitted to assist a Proponent or Proponent team member with respect to the Project on the basis that protocols will be implemented to maintain fairness for all interested parties with respect to the Project procurement process.

The Relationship Review Committee has reviewed the application by Ernst & Young and consents to Ernst & Young's participation as advisor to a Proponent or Proponent team member on the condition that Ernst & Young represent that it will implement the following:

- No member of Ernst & Young that provided services to the City with respect to the Project will provide services to a Proponent, other than Tim Philpotts, as discussed below;
- Ernst & Young will implement a confidentiality screen within its office such that:
 - All information, in written or electronic form, related to Ernst & Young's services to the City with respect to the Project will be separate and secure and not available to the members of an Ernst & Young team providing services to a Proponent or Proponent team member;
 - No person who provided services to the City with respect to the Project will disclose any such information to a member of an Ernst & Young team member providing services to a Proponent or Proponent team member.
- Tim Philpotts held a senior position with Ernst & Young towards the end of Ernst & Young's retainer to the City, but his actual involvement was limited. Tim Philpotts will provide written confirmation, available to any interested party, confirming that he has no actual knowledge with respect to the Project other than is available in the public domain.

On the basis of the above Ernst & Young is available as an advisor to a Proponent or Proponent team member.

7.12.3A Consultant with Prior Project Involvement

Golder Associates (“**Golder**”) was retained by the City to provide technical advisory services relating to the Project between August 2011 and May 2012. During that period Golder conducted a project feasibility study and worked with the City and Partnerships BC to assist in the development of the business case for the Project. Golder also assisted in discussions to secure funding for the Project. Golder's services to the City with respect to the Project also included development of an initial indicative design for use with the business case and assisting in drafting certain aspects of the business case.

Subsequent to Golder's retainer to the City on the Project the City retained HDR Corporation as Owner's Engineer to the City for the Project. HDR Corporation remains the City's Owner Engineer on the Project and Golder has provided no further services to the City with respect to the Project.

Golder has requested that the City consent to Golder being permitted to assist a Respondent or member of its Respondent's Team with respect to the Project on the basis that protocols will be implemented to maintain fairness for all interested parties with respect to the Project procurement process.

The Relationship Review Committee has reviewed the application by Golder and consents to Golder's participation as advisor to a Respondent or a member of its Respondent Team on the condition that Golder represent that it will implement the following:

- No Golder employee, representative or consultant that provided any services to the City with respect to the Project will provide services to a Respondent;
- Golder will implement a confidentiality screen within all of its applicable offices such that:
 - All information, in written or electronic form, related to Golder's services to the City with respect to the Project will be separate and secure and not available to the members of a Golder team providing services to a Respondent or a member of its Respondent Team; and
 - No person who provided services to the City with respect to the Project will disclose any Project information to a member of a Golder team providing services to a Respondent or a member of its Respondent Team.

On the basis of the above Golder Associates is available as an advisor to a Respondent or a member of its Respondent's Team.

7.12.4 Shared Use

A Shared Use Person is a person identified by the City 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.

7.12.5 Conflict of Interest Adjudicator

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

The COI Adjudicator and the City may make decisions or exercise rights under this Section 7.12 and this RFQ for conflicts of interest, unfair advantage whether addressed in advance or otherwise, and all provisions of this Section 7.12 will apply with such modifications as the City or the COI Adjudicator may consider necessary.

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

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

Subject to Section 7.2, 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.

7.12.7 The City May Request Advance Decision

The City may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the City identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. The City will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the City seeks an advance decision from the COI Adjudicator, the City 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 City may require that the Respondent make an application under Section 7.12.6.

7.12.8 Decisions Final and Binding

The decision of the City 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 City. The City or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

7.12.9 Exclusivity

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

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

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

The City may require additional information or documentation to demonstrate to the satisfaction of the City in its discretion that no such non-exclusivity exists or, if it does, that measures satisfactory to the City 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.

7.12.10 Exclusivity – the City May Request Advance Decisions

The City may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where the City identifies a matter related to exclusivity. The City will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If the City seeks an advance decision from the COI Adjudicator, the City 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 City may require that the Respondent make an application under Section 7.12.8.

7.12.11 Exclusivity – Decisions Final and Binding

The decision of the City 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 City. The City or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstance in which a decision may be amended or supplemented.

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

7.13 LEGAL COUNSEL

Dentons Canada LLP is a Restricted Party. By submitting a Response, the Respondent expressly consents to Dentons Canada LLP continuing to represent the City 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 Dentons Canada 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 City reserves the right at any time to waive any provision of this Section.

7.14 FAIRNESS ADVISOR

The City has appointed John Singleton, QC as the fairness advisor (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 City that the City 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 City 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.

8 DEFINITIONS

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

“**Addenda**” or “**Addendum**” means each amendment to this RFQ issued by the Contact Person as described in Section 5.10.

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

- (a) a corporation and
 - (1) a person by whom the corporation is controlled,
 - (2) each member of an affiliated group of persons by which the corporation is controlled, and
 - (3) a spouse or common-law partner of a person described in subparagraph (1) or (2) or (b);
- (b) two corporations, if
 - (1) each corporation is controlled by a person, and the person by whom one corporation is controlled is affiliated with the person by whom the other corporation is controlled,
 - (2) one corporation is controlled by a person, the other corporation is controlled by a group of persons, and each member of that group is affiliated with that person, or
 - (3) each corporation is controlled by a group of persons, and each member of each group is affiliated with at least one member of the other group;
- (c) a corporation and a partnership, if the corporation is controlled by a particular group of persons, each member of which is affiliated with at least one member of a majority interest group of partners of the partnership, and each member of that majority interest group is affiliated with at least one member of the particular group;
- (d) a partnership and a majority interest partner of the partnership;
- (e) two partnerships, if
 - (1) the same person is a majority interest partner of both partnerships,
 - (2) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
 - (3) each member of a majority interest group of partners of each partnership is affiliated with at least one member of a majority interest group of partners of the other partnership;

- (f) a person and a trust, if the person
 - (1) is a majority interest beneficiary of the trust, or
 - (2) would, if this subsection were read without reference to this paragraph, be affiliated with a majority interest beneficiary of the trust; and
- (g) two trusts, if a contributor to one of the trusts is affiliated with a contributor to the other trust and
 - (1) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
 - (2) a majority interest beneficiary of one of the trusts is affiliated with each member of a majority interest group of beneficiaries of the other trust, or
 - (3) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

“Affordability Ceiling” has the meaning set out in Section 3.3(e).

“Biogas” has the meaning set out in Section 1.1.

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

“City” has the meaning set out in Section 1.1.

“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 4.2(a)(1).

“Conflict of Interest Adjudicator” or **“COI Adjudicator”** has the meaning set out in Section 7.12.

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

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

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

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

“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.

“Enquiries” has the meaning set out in Section 5.7.

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

“Evaluation Committee” has the meaning set out in Section 6.1.

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

“Facility” has the meaning set out in Section 1.1.

“Facility Operations Director” means the individual who has lead responsibility for operating period activities of the Project, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

“Facility Operator” of a Respondent means an individual, corporation, joint venture, partnership or other legal entity who will have direct responsibilities in relation to marketing and sales, coordinating with City waste collection services, coordinating with collection/hauling companies for ICI wastes, facility operations including but not limited to waste pre-treatment, digestion, Biogas production and recovery, by-product management, odour and emissions controls, and facility maintenance and life cycle services during the operating term of the Project Agreement, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

“Fairness Advisor” has the meaning set out in Section 7.14.

“Final Draft Project Agreement” means the final draft form of Project Agreement issued under the RFP.

“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.

“Freedom of Information and Protection of Privacy Act” or “FOIPPA” has the meaning set out in Section 7.2.

“Good Industry Practice” means using standards, practices, methods and procedures to a good commercial standard, conforming to applicable law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a qualified, skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances.

“**ICI**” means industrial, commercial and institutional organic waste but does not include the City’s organic waste.

“**Initial Draft Project Agreement**” has the meaning set out in Section 3.1.

“**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. A Key Individual role may only be filled by one individual:

- Project Co’s Lead;
- Systems Design Director; and
- Facility Operations Director.

“**Mandatory Requirements**” means the submission requirements set out in Section 5.1.

“**Metro Vancouver**” has the meaning set out in Section 1.3.1.

“**Minimum Requirements**” has the meaning set out in Section 2.1 of Appendix A to this RFQ.

“**Nominated Projects**” means those projects that a Respondent includes in its Response to Section 3.3 of Table 6: Package 4 Content Requirements of Appendix A of this RFQ to demonstrate the strength and relevance of the Respondent Team’s experience and capability as related to the Evaluation Criteria.

“**Organic Feedstock**” means organic waste that will be processed by the Facility.

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

“**Participation Letter of Credit**” has the meaning set out in Section 6.4 **Error! Reference source not found..**

“**Partnerships BC**” has the meaning set out in Section 1.3.2.

“**Performance Specifications**” has the meaning set out in Section 3.1(b).

“**Process Technology**” means the combination of physical equipment and operational processes (including any elements that are proprietary) that the Respondent anticipates implementing in the Facility and that performs the functions of converting organics into a beneficially useable Biogas including but not limited to waste receipt, preparation/pre-treatment, digestion, Biogas production and recovery, by-product management, and odour and emissions controls. For certainty, Process Technology does not include the technology to convert the Biogas produced by the Facility to an energy product.

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

“Project” has the meaning set out in Section 2.2.

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

“Project Brief” means the document described in Section 1.4.

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

“Project Co’s Lead” means the individual proposed by the Respondent to be responsible for leading Project Co to enter into the Project Agreement with the City and through the term of the Project Agreement.

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

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

“Proven Process Technology” means the Process Technology described in item (c) of Table 2 of Section 2.1 of Appendix A of this RFQ.

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

“Reference Information” has the meaning set out in Section 1.5.

“Reference Projects” has the meaning set out in Section 2.3 of Table 5 of Appendix A to this RFQ.

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

“Request for Information Form” means the form substantially as attached as Appendix G to this RFQ.

“Respondent” means:

- (a) before the Submission Time any party described in Section 1.2 that has signed and submitted a Receipt Confirmation Form confirming an intention to submit a Response; and
- (b) after the Submission Time any party described in Section 1.2 that has submitted a Response.

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

“Respondent Team” means a Respondent Team Lead and its Design-Builder, its System Designer, its Facility Operator, its Equity Provider(s), and its Key Individuals.

“Respondent Team Lead” means the entity responsible for leading the Respondent Team:

- (a) throughout the Competitive Selection Process for the Project;
- (b) entering into the Project Agreement; and
- (c) throughout the implementation of the Project Agreement.

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

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

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

“RFP” has the meaning set out in Section 1.1.

“RFQ” has the meaning set out in Section 1.1.

“Shared Use Person” means those persons, if any, who are specifically named in Section 7.12.4.

“Site” has the meaning set out in Section 2.5.

“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.

“Systems Design Director” means the individual who has lead responsibility for the design of all anaerobic digestion and related pre- and post-processing technology systems for the Project, as identified in the Respondent’s Response and as may be changed pursuant to this RFQ or the RFP.

“Systems Designer” means the individual, corporation, joint venture, partnership or other legal entity who will have the direct responsibility to design all of the anaerobic digestion and related pre- and post-processing technology systems for the Project, including implementing the Process Technology.

8.1 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 City, 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 City;

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

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

Part 3. Response Format

Attached Sample Forms: Form A-1: Reference Project Details

Form A-2: Nominated Project Details

Part 1. Response Guidelines

1.1 Responses should:

- (a) be clearly marked with the words “**Response to RFQ – Surrey Biofuel Processing Facility Project**” and addressed to the Submission Location;
- (b) include all of the information requested in this Appendix A. Materials that are not requested in this Appendix A will not be evaluated;
- (c) be limited to 120 double-sided sheets (240 pages) including the Key Individuals résumés but excluding the Form A-1 Reference Project forms and Form A-2 Nominated Project forms, Package 2 (Financial Information), Package 3 (Respondent’s Proposed Process Technology), and the appendices. Material submitted which exceeds the page limit may not be evaluated, at the discretion of the Evaluation Committee;
- (d) be on 8.5” x 11” paper size with a minimum font size of 11 point; and
- (e) be submitted as follows:

Package	Contents	Number of Copies
Package 1	Content requirements set out below: 1) Transmittal Letter; 2) Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent; 3) A table containing the names and company names of the Key Individuals; and 4) Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent.	One hard copy; and One electronic copy with file contents matching the contents of this Package 1.
Package 2	Financial Information Content requirements set out in Table 4: Package 2 Content Requirements of this Appendix A.	One unbound copy (which will be deemed to be the “Master”); One bound copy; and One electronic copy (organized in accordance with Section 1.2(b) of this Appendix A) with file contents matching the contents of this Package 2.
Package 3	Respondent’s Proposed Process Technology Content requirements set out in Table 5: Package 3 Content Requirements of this Appendix A.	One unbound copy (which will be deemed to be the “Master”); Five bound copies;

Package	Contents	Number of Copies
		and One electronic copy with file contents matching the contents of this Package 3.
Package 4	Respondent Team Content requirements set out in Table 6: Package 4 Content Requirements of this Appendix A.	One unbound copy (which will be deemed to be the “Master”); Five bound copies; and One electronic copy (organized in accordance with Section 1.2(c) of this Appendix A) with file contents matching the contents of this Package 4.

1.2 Electronic Copies

Electronic copies should be in PDF format included on a USB Flash Drive. The electronic copy should be organized as follows:

- (a) an individual file for each of Packages 1, 2, 3 and 4;
- (b) within Package 2, individual files corresponding to each Respondent Team Member’s financial information requested in Section 1(a), and a separate file corresponding to Section 1(b);
- (c) six individual files within Package 4 corresponding to each of Sections 3.1 and 3.2 combined, Section 3.3, Section 4, Section 5, Section 6 and Section 7.

1.3 Discrepancies

If there is any discrepancy between the Master copy and a hard copy or the electronic copy, then the Master copy will be deemed to be the correct copy.

Part 2. Evaluation

2.1 Minimum Requirements

The Evaluation Committee will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the minimum requirements set out in Table 2 (the “**Minimum Requirements**”). Should any Respondent Team fail to adequately meet the Minimum Requirements, the Evaluation

Committee may discontinue the evaluation of that Respondent Team’s Response in accordance with Sections 6.3 and 7.6 of this RFQ.

Table 2: Minimum Requirements

(a) Financial Capacity
<p>Sufficient financial capacity of each of the following Respondent Team members to undertake their respective obligations to the Project:</p> <ul style="list-style-type: none"> (a) Equity Provider(s); (b) the lead Design-Builder; and (c) the lead Facility Operator, <p>as demonstrated by the Respondent’s Response, including any response to Table 4: Package 2 Content Requirements.</p>
(b) Rights to Implement the Process Technology
<p>Existing rights or rights or ability to obtain the rights to any key proprietary elements of the Process Technology that that the Respondent intends to implement in the Facility as demonstrated by the Respondent’s Response, including any response to Section 2.1 of Table 5: Package 3 Content Requirements.</p>
(c) Proven Process Technology
<p>The Respondent’s Process Technology has been successfully implemented in an operational waste processing facility treating a waste stream that is reasonably similar in terms of composition and quantities to that anticipated for the Project as described in this RFQ.</p>

2.2 Evaluation Criteria

The Evaluation Criteria will be as follows:

Table 3: Evaluation Criteria and Weighting

Reference	Evaluation Criteria	Weighting
Sections 2.2 and 2.3 Process Technology	With reference to the information requested in Sections 2.2 and 2.3 of Table 5, the demonstrated ability of the Respondent’s proposed Process Technology to achieve the City’s needs as described in this RFQ including Sections 2.2(a) and 2.3 of the RFQ.	35 points

Reference	Evaluation Criteria	Weighting
Section 4 Respondent Team Lead	With reference to the response content requirements in Section 4 of Table 6, strength and relevance of demonstrated experience and capability of the Respondent Team Lead to undertake the Project, including with respect to the following: 4.1 Project Development and Management Experience; 4.2 Financing Experience; and 4.3 Project Co's Lead	20 points
Section 5 Design-Builder	With reference to the response content requirements in Section 5 of Table 6, strength and relevance of demonstrated experience and capability of the Design-Builder to undertake the design and construction of the Project, including with respect to the following: 5.1 Design and construction qualifications and experience	10 points
Section 6 Systems Designer	With reference to the response content requirements in Section 6 of Table 6, strength and relevance of demonstrated experience and capability of the Systems Designer to undertake the design of the Project's anaerobic digestion and related pre- and post-processing technology systems with respect to the following: 6.1 Systems design qualifications and experience; and 6.2 Systems Design Director	15 points
Section 7 Facility Operator	With reference to the response content requirements in Section 7 of Table 6, strength and relevance of demonstrated experience and capability of the Facility Operator to undertake the facility management and life cycle requirements of the completed Facilities with respect to the following: 7.1 Facility operations qualifications and experience; 7.2 Business operations qualifications and experience; and 7.3 Facility Operations Director	20 points
Total		100 points

2.3 Disqualification of Responses

Without limitation, the Evaluation Committee 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 Evaluation Committee, interfere with the integrity of the Competitive Selection Process; or
- (b) the Response includes a false or misleading statement, claim or information.

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

Part 3. Response Format

Respondents should use the section numbers and titles provided in the tables below. In particular:

- Sections 1 and 2 below list the content requirements for minimum requirements as described in Table 2 above; and
- Sections 2.2 to 7 below list the content requirements for the scored criteria as outlined in Table 3 above.

Table 4: Package 2 Content Requirements

Section	Title	Response Content Requirements
1	Financial Capacity	<p>To address the Minimum Requirements stated in item (a) of Table 2 of Appendix A:</p> <p>a) Provide the following information for each of the Equity Provider(s), the Design-Builder, and the Facility Operator:</p> <ul style="list-style-type: none"> i. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided); ii. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided; iii. Details of any material off-balance sheet financing arrangements currently in place; iv. Details of any material events that may affect the entity’s financial standing since the last annual or interim financial statements provided; v. Details of any credit rating, including any downgrades of credit rating in last five years; vi. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Respondent Team’s ability to perform its obligations in relation to the Project; and vii. For entities where financial statements are provided for a parent company, rather than the entity listed in response to Section 3.1 (a) of Table 6, provide evidence of the parent company’s willingness to provide a guarantee in respect of the entity listed in this section a); and <p>b) With reference to the information provided in this section a), briefly describe in the context of the entity’s proposed role and project obligations:</p> <ul style="list-style-type: none"> i. Each Equity Provider’s capacity to fund the Project (e.g., discuss credit rating, net assets, liquid assets, letters of commitment);

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> ii. The Design-Builder's capacity to undertake its project obligations (e.g., discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties); and iii. The Facility Operator's capacity to undertake its project obligations (e.g., discuss credit rating, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties).

Table 5: Package 3 Content Requirements

Section	Title	Response Content Requirements
2.	Process Technology	
2.1	Rights to implement	<p>To address the Minimum Requirements stated in item (b) of Table 2 of Appendix A:</p> <p>a) Identify the elements, if any, of the Respondent’s proposed Process Technology, for which the intellectual property (“IP”) is not in the public domain, and for such elements, provide evidence that the Respondent will have the right to use the IP in the Facility (such as copies of purchase orders or options or licences or leases), or a description of how the Respondent intends to obtain such necessary rights.</p>
2.2	Description of Process Technology	<p>Provide an overview description of the Process Technology that the Respondent would propose for the Facility including:</p> <p>a) The key elements of the Process Technology (for example wet or dry anaerobic digestion and main processes to recover Biogas from Organic Feedstock);</p> <p>b) A material process flow diagram describing all main process stages (e.g., pre-treatment, anaerobic digestion, Biogas production and recovery, process by-product management, digestate management);</p> <p>c) Anticipated energy flow diagram for the Facility using the proposed Process Technology, including volume of Organic Feedstock, energy consumed and amount of Biogas produced;</p> <p>d) Anticipated sensitivities, if any, of the Process Technology to issues and variables, with particular reference to the residential organic waste anticipated to be provided by the City, such as:</p> <ul style="list-style-type: none"> i. Ability to process municipal organic kitchen waste comingled with yard waste; ii. Ability to accommodate seasonal variations in volume of feedstock; iii. Ability to accommodate contaminated (non-digestible or undesirable materials such as glass, film plastic, grit, metals, and other inert materials) feedstock, including thresholds, if any; iv. Adaptability for modular or incremental increases in the size and capacity of the Facility; and v. Suitability to process ICI along with the City’s residential organic waste. <p>e) A description of anticipated process by-products, such as digestate suitable for commercial and/or agricultural uses, and materials and liquids that will require disposal; and</p> <p>f) A description of operating characteristics such as noise and odour.</p>
2.3	Reference Projects	<p>Identify reference facility(ies) (“Reference Projects”) of a size and feedstock composition reasonably similar to the Project that utilizes the Respondent’s proposed Process Technology. A Reference Project may utilize all the</p>

Section	Title	Response Content Requirements
		<p>necessary technology elements of the Respondent's proposed Process Technology, or only a portion of the elements. If a Reference Project is identified that utilizes only a portion of the elements, then the Respondent should clearly indicate the portion of the Reference Project that is relevant for the purposes of this RFQ. Respondents should limit the number of Reference Projects to those reasonably required to provide up to 3 Reference Projects that are relevant for each major element of the Respondent's proposed Project Technology, and the City reserves the right not to consider Reference Projects in excess of this number.</p>

Table 6: Package 4 Content Requirements

Section	Title	Response Content Requirements
3.	Respondent Team and Nominated Projects	
3.1	Proposed Respondent Team	<p>a) Provide the legal name of the entity for each of the following members of the Respondent Team:</p> <ul style="list-style-type: none"> i. Respondent Team Lead; ii. Equity Provider(s); iii. Design-Builder; iv. Systems Designer; and v. Facility Operator; <p>b) Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members for each of the following stages, indicating the changes contemplated between stages:</p> <ul style="list-style-type: none"> i. RFP stage: from shortlisting under the RFQ to selection as Preferred Proponent under the RFP; ii. Preferred Proponent stage: from selection of Preferred Proponent to Financial Close; iii. Design and Construction stage: from preliminary design through to commencement of service payments; iv. Operations stage: from commencement of operating payments through to end of the Term; and v. For all of the charts, include a reference to the reporting relationship with the City; <p>c) Provide a project organization chart, at the Key Individual level, showing reporting relationships between, and authority of, the Key Individuals and other individuals that will report into them to indicate the proposed approach/management structure for the Project. The Respondent Team should submit an organization chart for each of the four stages listed above. <u>Note: Names are required only for Key Individuals at this time;</u> and</p> <p>d) Provide a short description of the Respondent Team excluding individuals (for publication of the teams shortlisted for the RFP stage).</p>
3.2	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"> a) Name; b) Employer; c) Mailing/courier addresses;

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> d) Telephone number; e) Email address; and f) Website address.
3.3	Nominated Projects	Submit a maximum of 12 Nominated Projects using Form A-2 of this Appendix A. Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the City. References should be limited to Nominated Projects completed within the last five (5) years.
4.	Respondent Team Lead	
4.1	Project Development and Management Experience	<p>Based on up to five (5) of the Nominated Projects demonstrated to be most relevant to the Project and the competencies identified in this section, describe the Respondent Team Lead's experience and capability with the following:</p> <ul style="list-style-type: none"> a) Developing and managing projects similar in scope and size to the Project; b) Assembling and managing multi-disciplinary teams during all project phases; c) Providing value-added and innovative solutions to the design, construction, plant installation and operations of similar projects; and d) Managing public private partnership (PPP) arrangements or long-term performance and/or availability based contracts including: <ul style="list-style-type: none"> i. Managing project risks over the life of the Nominated Project; ii. Managing contractors in the delivery of complex design-build contracts; iii. Managing contractors in the delivery of facility maintenance and operations contracts; iv. Working with the owner, local authorities, regulatory agencies and third parties to address issues as they arise; v. Stakeholder relations, specifically in regard to government relations, community relations, and media relations; and vi. Meeting performance specifications, including the response to any default situation experienced.
4.2	Financing Experience	<ul style="list-style-type: none"> a) Based on up to three projects that reached Financial Close within the last five (5) years describe the Respondent Team Lead's and/or Equity Provider(s)' experience and ability to structure and raise competitively priced financing. This description should include the following: <ul style="list-style-type: none"> i. Type of project (e.g., biofuel processing facility); ii. Project structure (e.g., design build finance operate maintain, design build finance, availability payment,

Section	Title	Response Content Requirements
		<p>demand risk, merchant project);</p> <ul style="list-style-type: none"> iii. Amount of financing (preference for transactions \$50 million in debt or greater); iv. Type of financing (recourse or non-recourse); v. Term of financing; vi. Financing source (e.g., private placement, corporate, third-party equity, bank loan); and vii. Roles and responsibilities with respect to financing; and <p>b) Provide a brief overview (no more than one page) of the financing strategy including any innovative financing methods that are being considered.</p>
4.3	Key Individual: Project Co's Lead	<ul style="list-style-type: none"> a) Provide a comprehensive résumé for Project Co's Lead, as defined in this RFQ and identified in the Project organization chart(s). At a minimum, the following information is required: <ul style="list-style-type: none"> i. Name; ii. Professional qualifications/designation(s); iii. Summary of education/qualifications; iv. Relevant experience and capability in relation to the Project within the past five (5) years; and v. A reference (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role. The reference is limited to either the last two projects or the past three years. Respondents are to confirm that the reference contact is aware their name is being included and is willing to provide a reference to the City; b) Demonstrate how Project Co's Lead has an understanding of, and has recent experience with contract administration and finance management for complex multi-disciplinary projects; and c) Describe the approximate percentage availability at each stage of the Project (i.e., procurement, design and construction, commissioning and operations) for the Project Co's 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.
5.	Design-Builder	
5.1	Design and Construction Qualifications and Experience	<p>Based on up to five (5) of the Nominated Projects demonstrated to be most relevant to the Project and the competencies identified in this section, describe the Design-Builder's experience and capability with respect to the following:</p> <ul style="list-style-type: none"> a) Designing and constructing complex multi-disciplinary projects delivered through a design-build or PPP contract structure similar to the Project;

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> b) Coordinating design and construction amongst disciplines and demonstrating ongoing quality control; c) Coordinating and consulting with local community and government; d) Delivering projects on time and on budget; and e) Meeting performance specifications, including the response to any default situation experienced.
6.	Systems Designer	
6.1	Systems Design Qualifications and Experience	<p>Based on up to five (5) of the Nominated Projects demonstrated to be most relevant to the Project and the competencies identified in this section, describe the Systems Designer's experience and capability with the following:</p> <ul style="list-style-type: none"> a) Designing organic waste processing facilities utilizing wet or dry non-thermal anaerobic digestion technology, including preparation of design calculations, plans, specifications, drawings and related documentation, with a preference for facilities of similar capacity to the Project; b) Designing organic waste processing facilities that receive a combination of residential and ICI organic waste, with particular focus on municipal residential organic waste including garden, yard and kitchen waste; c) Designing upfront separation, pre-treatment and related processing systems; d) Incorporating into design the flexibility to accommodate variability in waste composition and volume; e) Designing residuals management systems, including digestate dewatering and stabilization processes, liquids treatment systems for high biological oxygen demand type liquids; f) Designing and integrating biogas upgrading systems with the capacity (i) to upgrade biogas to meet the same quality standards as pipeline gas; or (ii) to process biogas and produce electricity; g) Integrating plant commissioning, facility maintenance and operations requirements into the design and construction of the facility; h) Designing organic waste processing facilities that meet relevant environmental requirements in their respective jurisdictions, including odour control and noise mitigation systems; i) Success in testing and commissioning anaerobic digestion systems that meet performance-based specifications; j) Experience consulting with owners/users and minimizing impacts to owners/users; k) Providing value-added, innovative solutions to design, including sustainability and energy conservation; l) Working effectively with the contractor team; and m) Delivering the design to meet the overall project schedule.

Section	Title	Response Content Requirements
6.2	Key Individual: Systems Design Director	<p>a) Provide a comprehensive résumé for the Systems Design Director 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. Summary of education/qualifications; iv. Relevant experience and capability in relation to the Project; and v. A reference (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role. The reference is limited to projects in the past five years. Respondents are to confirm that the reference contact is aware their name is being included and is willing to provide a reference to the City; and <p>b) Describe the approximate percentage availability at each stage of the Project (i.e., procurement, design and construction, commissioning and operations) for the System Design Director 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>
7.	Facility Operator	
7.1	Facility Operations Experience and Qualifications	<p>a) Based on up to five (5) of the Nominated Projects demonstrated to be most relevant to the Project and the competencies identified in this section, describe the Facility Operator's facility operations experience and capability with the following:</p> <ul style="list-style-type: none"> i. Managing multi-year operations management contracts, providing staff, programs, projects and contracts for an anaerobic digestion or related biofuel processing facility; ii. Developing and implementing operations service plans in consultation with owners, users and regulatory agencies; iii. Integrating biofuel processing facility maintenance and operation considerations with design and construction considerations over a long-term relationship; iv. Providing value-added, innovative solutions to biofuel processing facility operations; v. Managing the production, refinement and sale and/or beneficial use of biogas; vi. Managing the containment, treatment and control of odours; vii. Managing the stabilization, refinement and sale and/or beneficial use of digestate; viii. Managing the treatment, discharge/disposal or beneficial use of liquids (concentrate);

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> ix. Incorporating coordination with waste collection/hauling companies to manage the collection and delivery of the appropriate feedstock; x. Complying with regional and local laws/regulations pertaining to the management of water, odour, emissions or other relevant environmental and/or regulatory requirements; xi. Providing neighbourhood preservation support, accommodating local residents or other public outreach programs that provide a venue for public engagement during the operating phase of the facility; xii. Planning, developing and implementing facility maintenance services with a focus on meeting specified service levels, quality, stakeholder, health, safety and environmental requirements over the long term; xiii. Planning and implementing multi-year rehabilitation and service plans in consultation with owners, users and regulatory agencies taking into account end of term considerations as they relate to overall asset condition and hand-back requirements; xiv. Success in testing and commissioning anaerobic digestion systems that meet performance-based specifications; xv. Tracking energy performance and minimizing energy consumption where appropriate; and xvi. Meeting performance specifications, including the response to any default situation experienced; and <p>b) For each of the Nominated Projects referenced in 7.1 (a), describe the Facility Operator's facility operations experience and capability with PPP arrangements or long-term performance-based contracts that demonstrate a successful approach to the delivery of the projects.</p>
7.2	Business Operations Experience and Qualifications	<p>Based on up to five (5) of the Nominated Projects demonstrated to be most relevant to the Project and the competencies identified in this section, describe the Facility Operator's experience and capability with the following:</p> <ul style="list-style-type: none"> a) Developing business, including working with municipal and private waste collection/hauling companies to obtain ICI waste, yard/kitchen wastes, and carrying out project related revenue operations, including partnering and working with private organic waste collectors and/or other feedstock suppliers; b) Coordinating with waste collection/hauling companies to manage the collection and delivery of the appropriate supplies of feedstock; and c) Assuming project related revenue risks.
7.3	Key Individual: Facility Operations Director	<ul style="list-style-type: none"> a) Provide a résumé for the Facility Operations Director identified in the Project organization chart(s). At a minimum, the following information is required: <ul style="list-style-type: none"> i. Name;

Section	Title	Response Content Requirements
		<ul style="list-style-type: none"> ii. Professional qualifications/designation(s); iii. Summary of education/qualifications; iv. Relevant experience and capability in relation to the Project; and v. A reference (with contact details including name, title, role, telephone numbers, email addresses, mailing address and preferred language of correspondence) related to their proposed role. The reference is limited to the last two projects or the past three years. Respondents are to confirm that the reference contact is aware their name is being included and is willing to provide a reference to the City; and <p>b) Describe the approximate percentage availability at each stage of the Project (i.e., procurement, design and construction, commissioning and operations) for the Facility Operations Director in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>

Form A-1 Reference Project Details

(Maximum 3 pages in length per project)

Project number _____ (sequentially numbered 1 to 3)

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

Form A-2 Nominated Project Details

(Maximum 3 pages in length per project)

Respondent _____ Project number _____ (sequentially numbered 1 to 12)

Respondent Team Member(s) _____

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location of project	<i>Country, province/state, facility/highway/road, site or project extent.</i>
Project 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 City or the City's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
Contract period (term)	<i>Contract commencement date, end of construction date, start of operations date and contract end date.</i>
Relevance	<i>Describe the relevance of the Nominated Project to the Project, including the type of facility, feedstock treated, by-products produced, residue management, odour control, environmental aspects or other relevant aspects of the project.</i>
Time period of involvement	<i>Commencement date and duration.</i>
Description of project	<i>Capital value, scope and complexity, including purpose of facility, feedstock composition and quantity on an annual tonnage basis, process technologies employed in various aspects of the project from pre-treatment, digestion, production and use of by-products, residue management, odour control, environmental aspects, and (where available) off-take arrangements, revenue structure, etc.</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.</i>
Role(s) on project	<i>Specific role, duties and responsibilities of applicable Respondent Team members.</i>

Performance	<i>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.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

APPENDIX B RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Surrey Biofuel Processing Facility 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:

[Contact Organization]

Email: **[email address]**

Respondent Contact Information

Name of Respondent: _____

Street Address: _____

City: _____ Postal/Zip Code: _____

Province/State: _____ Country: _____

Mailing Address, if different: _____

Email Address: _____ Telephone: _____

Contact Person: _____

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent's Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

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

- (d) Recipient means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (e) Representative means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the City or Partnerships BC in connection with the Project.
- (f) all capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Section 8 of the RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of the City, 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 City 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 City, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person for any purpose whatsoever.

4. Limited Disclosure

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

5. Destruction on Demand

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

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the City or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the City 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 City 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 City 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 City and Partnerships BC 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 8 of this RFQ.

[RFQ Respondent's Letterhead]

To: [Insert organization and Submission Location]

Attention: [Insert Contact Person]

Re: Request for Qualifications entitled Surrey Biofuel Processing Facility Project

[Insert Respondent Name] Response

In consideration of the City'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 City 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 City.

(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 7.7, 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 City 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	Equity Provider (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

 Address

 Address

 Name of Authorized Signatory

 Signature

 Name

 Email Address

 Telephone

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 7.12.2.
- (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 City;
 - (2) any listed Restricted Party;
 - (3) any current shareholders, directors or officers, as applicable, of the City or any listed Restricted Party;
 - (4) any former shareholders, directors or officers, as applicable, of the City 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 City 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 City, 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>City 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]

[Insert Authority Name]

[Insert Authority Address]

Attention: [Insert Name], Contact Person

Dear Sirs/Mesdames:

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

This letter agreement sets out the terms and conditions of the Participation Agreement between [Insert Proponent Name] (the “Proponent”) and the City, pursuant to which the Proponent agrees with the City 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 will prepare a bona fide Proposal in response to this RFP, and agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Providers will comply with the terms of this Participation Agreement and the terms of the RFP.
- 3. Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- 4. Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing, the Proponent agrees:

- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of the City;
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 7.7 (Limitation of Damages) of the RFP. In no event will the liability of the City exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that the City'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 City'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 City may in its sole and absolute 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 City, 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 City and binds the Proponent and its successors.
- (e) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

Name of Proponent

Name of Equity Provider

Authorized Signatory

Authorized Signatory

Name of Equity Provider

Authorized Signatory

SCHEDULE 1

Confidentiality Conditions

1. Definitions. In these confidentiality conditions:

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

- (e) **Recipient** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
- (f) **Representative** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Equity Provider, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, the City 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 City, 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 City 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 City, 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 City 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 City 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 City 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 City will be deemed to be a waiver of that right or remedy.

APPENDIX G REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION

Surrey Biofuel Processing Facility 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 City's Lead: _____

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

Date Response returned to Proponent by the City's project office: _____