

REQUEST FOR QUALIFICATIONS
for
John Hart Generating Station Replacement Project

RFQ # EC12-1164

Release Date: March 13, 2012

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is:</p> <p>RFQ - John Hart Generating Station Replacement Project</p> <p>Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFQ is:</p> <p>Dawn Hart</p> <p>Email: dawn.hart@bchydro.com</p> <p>No telephone enquiries please.</p> <p>Please direct all enquiries, by email, to the above named Contact Person.</p>
ENQUIRIES	<p>Respondents are encouraged to submit enquiries at an early date to permit consideration by BC Hydro; BC Hydro may, in its discretion, decide not to respond to any enquiry received after 3:00 p.m. (local time) on the day that is 15 days before the Submission Time.</p>
RECEIPT CONFIRMATION FORM	<p>The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.</p>
SUBMISSION TIME	<p>The Submission Time is:</p> <p>11:00 A.M. local Vancouver time on April 25, 2012</p>
SUBMISSION LOCATION	<p>Responses are to be submitted to:</p> <p>BC Hydro Bid Station</p> <p>535 Hamilton Street</p> <p>Vancouver, BC V6B 2R1 Canada</p> <p>Attention: Dawn Hart</p>

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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 with proven experience in large infrastructure projects to submit Responses indicating their interest in, and qualifications for, the John Hart Generating Station Replacement Project (the Project). Based on these Responses, BC Hydro intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the request for proposals (RFP) stage.

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

Arising from the Competitive Selection Process, BC Hydro is seeking to enter into a contract (the Project Agreement) with a qualified entity (Project Co) to design, build, partially finance and rehabilitate a replacement facility at the existing John Hart Generating Station.

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

1.2 ADMINISTRATION OF THIS RFQ

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

1.3 ELIGIBILITY

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

1.4 PROJECT BRIEF

BC Hydro has issued a 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 RFQ or RFP, and is not intended to be included with, or referred to in any way in interpreting the requirements of the RFQ, the RFP, the Project Agreement, or to in any way define or describe any party's rights with respect to the Project.

2. THE PROJECT

2.1 JOHN HART GENERATING STATION REPLACEMENT PROJECT

The existing John Hart facility is the furthest downstream station in the three-station Strathcona-Ladore-John Hart cascading hydroelectric development on the Campbell River. The facility has been in commercial operation since 1947, and with an installed capacity of 126 megawatts (MW), represents approximately 17 per cent of the total generating capacity on Vancouver Island. The generating station currently produces an average of 740 gigawatt hours (GWh) of energy annually, which is equivalent to the average annual consumption of approximately 74,000 households.

BC Hydro plans to undertake the Project in order to:

- i. Reduce the risk and consequences to fish and fish habitat resulting from unplanned flow disruption in the Campbell River downstream of the powerhouse by introducing a flow bypass capability at the powerhouse location;
- ii. Reduce the risk of failure of the powerhouse and woodstave pipelines in the event of an earthquake; and
- iii. Improve the reliability, capacity, and efficiency of the facility to deliver dependable power generation.

The scope of work currently anticipated to address these issues is discussed in greater detail in Section 2.5 below. In general, it includes the decommissioning and removal of the existing six-unit generating station and penstocks with a replacement three-unit generating station and tunnel.

2.2 PROJECT TEAM

2.2.1 BC Hydro

BC Hydro is one of North America's leading providers of clean, renewable energy, and is the largest electric utility in British Columbia, serving approximately 95 per cent of the province's population and 1.8 million customers. BC Hydro's goal is to provide reliable power, at low cost, for generations.

BC Hydro's various facilities generate between 43,000 and 54,000 GWh of electricity annually, depending on prevailing water levels. Electricity is delivered through a network of 18,336 kilometres of transmission lines and 55,705 kilometres of distribution lines.

As a provincial Crown corporation established in 1962 under the Hydro and Power Authority Act, BC Hydro reports to the Minister of Energy, Mines and Petroleum Resources (the Ministry), and is regulated by the British Columbia Utilities Commission (BCUC).

BC Hydro aligns its business activities with the Ministry's energy policies, as described in the 2007 BC Energy Plan, and is required in its long-term plan to respond to the B.C. Government's objectives set out in the Clean Energy Act. Additional information can be found at:

2007 Energy Plan: www.energyplan.gov.bc.ca

Clean Energy Act: www.leg.bc.ca/39th2nd/1st_read/gov17-1.htm

Additional information about BC Hydro is available at: www.bchydro.com.

2.2.2 Partnerships BC

Partnerships BC brings together ministries, agencies and the private sector to evaluate, structure and implement major capital projects. BC Hydro has engaged Partnerships BC to manage the procurement of the Project on behalf of BC Hydro and its directors.

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

2.3 APPROVALS AND PERMITTING

BC Hydro is pursuing the following approvals:

- i. A Certificate of Public Convenience and Necessity (CPCN) from BCUC;
- ii. Environmental approval for the Project from Fisheries and Oceans Canada pursuant to the Canadian Environmental Assessment Act (CEAA); and
- iii. An amendment to the Elk Falls Provincial Park boundary to facilitate construction access and flexibility in locating certain Project elements.

Additional approvals and permitting will be required. Details will be provided at the RFP stage of the Competitive Selection Process.

2.4 ADVANCE WORK

BC Hydro is considering undertaking minor work on site in advance of financial close. The scope of this work is currently under review. More details will be provided at the RFP stage of the Competitive Selection Process.

2.5 GENERAL SCOPE OF PROJECT CO'S RESPONSIBILITY

2.5.1 Physical Project Scope

BC Hydro anticipates that the Project will include the following physical scope to be completed by Project Co (while the existing facility continues to operate commercially):

- i. A water intake and conveyance tunnel that will replace the existing penstock structures;
- ii. A replacement powerhouse and all associated equipment including three identically-sized vertical Francis turbine-generator units and a passive or active hydraulic transient management system;
- iii. A by-pass mechanism located within the replacement powerhouse or externally which will allow water to circumvent the turbine-generators.¹ The bypass will help to ensure flow continuity in the river downstream of the powerhouse;
- iv. Miscellaneous structures, roadwork, and other site work required in support of the Project; and
- v. Decommissioning of the existing structures no longer required following successful start-up and operation of the Project.

With the exception of the construction of the replacement intake and decommissioning of the existing intake, no significant work relating to the existing dam structures is currently anticipated as part of the Project.

2.5.2 Project Agreement

The Project will be managed under one Project Agreement. BC Hydro intends to attach a Draft Project Agreement to the RFP which will include:

- i. Performance Specifications for the design, construction and maintenance of the Project infrastructure;
- ii. The scope of services to be provided by the successful Proponent; and
- iii. Proposed commercial terms.

¹ It is anticipated the bypass will be required to provide a minimum of 80 cubic meters per second (m³/s) of water back into the Campbell River immediately below the new powerhouse tailrace, within three minutes of activation.

The Final Draft Project Agreement, developed through the process described in Section 3.2.1, will be the basis upon which Proposals must be prepared in response to the RFP.

2.5.3 General Scope of Responsibility

BC Hydro 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 design in accordance with the Project Agreement. BC Hydro has completed a reference concept, which was used for the preparation of a project budget, the CEAA environmental application, and advance site preparation. The reference concept will be provided to the Proponents in the RFP stage of the Competitive Selection Process.

(b) Construction, Commissioning, and Decommissioning

Project Co will be responsible for:

- i. Obtaining all permits and approvals necessary for construction of the Project, excluding those permits and approvals obtained by BC Hydro as identified in Section 2.3;
- ii. Provision of utilities and other site services required to support the Project, including off-site works as required to connect the Project to existing infrastructure;
- iii. Constructing and commissioning the Project while BC Hydro continues commercial operation of the existing John Hart facility; and
- iv. Decommissioning those aspects of the existing facility that are not part of the replacement facility and are no longer required.

(c) Equipment

Project Co will be responsible for the supply and installation of equipment as required for Project Co to meet its obligations as described in the Project Agreement. This includes equipment that is integral to the design, such as turbines and generators, as well as building mechanical, electrical, security and control systems, and any other equipment that is required for Project Co to meet its obligations as described in the Project Agreement.

(d) Financing

Project Co will be required to provide partial financing for the design and construction of the Project as well as rehabilitation of components of the Project. Project Co will recover its financing costs through BC Hydro's capital contributions during construction and a regular availability payment over the term of the Project Agreement. Details of the funding requirement will be available in the RFP. BC Hydro is contemplating a contribution of approximately 40 per cent of the eligible capital costs during construction. It is anticipated that the RFP will include a financial affordability threshold (the Affordability Ceiling) and it is anticipated that Proposals that exceed the Affordability Ceiling will not be evaluated.

(e) Asset Management and Preservation of Project Infrastructure

Subject to Section 2.5.3 (f) below, Project Co will be responsible for maintaining the Project site and all Project infrastructure, described generally in Section 2.5.1, to specified physical and performance standards. This includes creating plans for and providing routine, planned, and corrective maintenance as well as any maintenance necessary to meet predetermined end-of-term requirements. Some site services including, but not limited to, grounds maintenance and waste and snow removal will also be required.

(f) Asset Management and Preservation of Generating Equipment

Project Co and BC Hydro will maintain the Generating Equipment as follows:

- i. Project Co will:
 - a. Create the program for all required maintenance including, but not limited to, routine, planned, and corrective maintenance;
 - b. Direct, oversee, and ensure quality control in respect of BC Hydro's implementation of routine maintenance or any other maintenance within the capacity and expertise of BC Hydro;
 - c. Implement any maintenance required that exceeds either the maximum number of maintenance hours provided annually by BC Hydro or the capacity or expertise of BC Hydro; and
 - d. Analyse and determine the origin of any unplanned interruption in plant availability (e.g. a forced outage) and direct BC Hydro as to the appropriate course of action to return the plant to service.
- ii. BC Hydro will:
 - a. Plan and dispatch the generation operations of the John Hart facility;

- b. Supply personnel for the implementation of Project Co's maintenance program to a maximum number of hours annually;
- c. Supply personnel for the performance of equipment isolation as necessary;
- d. In response to any unplanned interruption in plant availability:
 - i. Provide initial response and make the plant safe as BC Hydro deems appropriate;
 - ii. Supply personnel for the implementation of Project Co's recommended course of action to return the plant to service; and
 - iii. Return the plant to service as required.

(g) Stakeholder Communication and Consultation

BC Hydro will have lead responsibility for stakeholder communication and consultation while Project Co will be required to support BC Hydro as necessary in all aspects of public communication and consultation.

(h) First Nations

BC Hydro anticipates specifying Project Co's responsibilities relating to First Nations participation in the Project in the Draft Project Agreement. Project Co will be required to develop and execute a plan that supports and complies with BC Hydro's requirements regarding First Nations participation.

(i) Environmental Management and Sustainability

BC Hydro anticipates specifying Project Co's responsibilities relating to the CEAA environmental approval in the Draft Project Agreement. Project Co will be required to develop and execute a plan that supports and complies with both BC Hydro's and the relevant regulatory agencies' requirements regarding environmental management and sustainability.

(j) Safety and Security

BC Hydro anticipates specifying Project Co's responsibilities relating to safety considerations for design, construction and operations activities as well as with respect to public access and use and site security in the Draft Project Agreement. Project Co will be required to develop and execute a plan that supports and complies with BC Hydro's requirements regarding safety and security.

At the RFP stage of the Competitive Selection Process, BC Hydro may require that Proponents undergo criminal record checks as well as identification, education, and employment verification or other background check prior to gaining access to sensitive information. Details will be provided in the RFP.

2.6 COMMERCIAL TERMS

2.6.1 Key Commercial Terms

BC Hydro anticipates the Project Agreement will include the following key commercial terms which may not be varied in a compliant Proposal and will not be subject to discussion or modification through the collaborative discussion process:

- (a) Title to the Lands and Facility: Title to the lands and facility will at all times be held by BC Hydro. The Project Agreement will set out all of Project Co's rights with respect to the lands and facility;
- (b) Facility Operation by BC Hydro: Planning and dispatching orders for the replacement and existing John Hart facilities will at all times be the responsibility of BC Hydro. The Project Agreement will set out operating terms and protocols associated with the Project;
- (c) Generating Equipment Maintenance by BC Hydro: BC Hydro will perform routine maintenance activities related to Generating Equipment according to Project Co's maintenance plan, following commissioning of the replacement facility through to the end of term of the Project Agreement;
- (d) Availability and Performance: Project Co will be responsible for ensuring the availability and performance of the Project infrastructure throughout the term of the Project Agreement, subject to operating protocols established during the RFP phase;
- (e) Revenue from Electricity Sales: Revenue associated with the sale of electricity generated by the John Hart Generating Station will at all times be to the benefit of BC Hydro;
- (f) Term: The term of the Project Agreement will commence on signing, and span an anticipated four-year construction period as well as a 15-year availability term commencing from the anticipated Substantial Completion of the Project;
- (g) Payment: During construction, BC Hydro anticipates making capital contributions to the Project of up to approximately 40 per cent of the construction value. Following substantial completion, BC Hydro anticipates making monthly availability payments to Project Co;
- (h) Payment Deductions: The Project Agreement will permit BC Hydro to make deductions from the availability payments if Project Co fails to meet the defined availability and performance standards; and
- (i) End of Term: The Project Agreement will describe the requirements at the end of the term and describe the provisions to enforce those requirements.

2.6.2 Project Responsibilities and Risk Allocation

The Project Agreement will include details of the allocation of risks between Project Co and BC Hydro. BC Hydro currently anticipates the Project risk allocation to be as set out in the table below.

Anticipated Project Responsibility and Risk Allocation Table:

Description of Risk	Project Co	BC Hydro
Design	✓	
Construction and commissioning	✓	
Equipment procurement	✓	
Availability and performance	✓	
Asset management and preservation of Project infrastructure	✓	
Asset management and preservation of Generating Equipment	✓	✓
Ground conditions (tunnel only)*	✓	✓
Financing	✓	✓
Environmental matters	✓	✓
First Nations matters	✓	✓
Force majeure	✓	✓
Change in Law	✓	✓
Operation (i.e. Planning and dispatch)		✓
CEAA, BCUC and park boundary adjustment approvals		✓
Stakeholder communications		✓

* BC Hydro anticipates providing a risk sharing mechanism (e.g. a geotechnical baseline) relating specifically to ground conditions associated with the tunnel portion of the Project only. For clarity, it is expected that Project Co will bear all geotechnical risk for all aspects of the Project, excluding the tunnel.

Additional details will be provided in the Draft Project Agreement.

3. COMPETITIVE SELECTION PROCESS

This section describes the process that BC Hydro 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: the RFQ stage, and the RFP stage which includes Financial Close.

3.1 RFQ STAGE

BC Hydro anticipates that it will select a shortlist of up to three Respondents and then issue an RFP to shortlisted Proponents only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

3.2 RFP STAGE

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Project Agreement, and to award the Project Agreement.

3.2.1 Collaborative Discussions

The RFP stage will include collaborative discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and the Draft Project Agreement, to allow Proponents to provide comments on Project-specific issues raised through the process.

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

- (a) BC Hydro will invite each Proponent to review the Draft Project Agreement as attached to the RFP and then meet confidentially and separately with BC Hydro to discuss any comments or proposed amendments that the Proponent requests to be considered; and
- (b) BC Hydro will consider all comments and requested amendments received from the Proponents and may, at the absolute discretion of BC Hydro, amend the Draft Project Agreement and, by one or more Addenda, issue a revised Draft Project Agreement. Following the collaborative discussions, BC Hydro will issue the Final Draft Project Agreement as the common basis for the preparation of Proposals by the Proponents.

3.2.2 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 a technical submission addressing technical aspects of the RFP will be submitted in advance of the financial submission. The technical submission will not require pricing, but is expected to be well-developed and is expected to include the following:

- (c) A conceptual layout identifying key elements of the Proponent's preliminary design; and
- (d) Plans outlining the Proponent's approach to items such as quality assurance, construction management, equipment procurement, coordinating operations and maintenance, asset preservation, communications, safety and security, First Nations participation and environmental management.

It is anticipated that BC Hydro will review the technical submissions for material compliance with the Final Draft Project Agreement and determine, in its discretion, whether to invite each Proponent to submit a financial submission. The financial submission is expected to include the following:

- (e) Fully committed equity and debt financing including confirmation from the Proponent's funding sources confirming acceptance of the terms of the Final Draft Project Agreement;
- (f) A commitment to enter into the Final Draft Project Agreement by Project Co; and
- (g) Committed pricing for the Project.

3.2.3 Selection of Preferred Proponent

Following the submission of Proposals, BC Hydro will evaluate Proposals in the manner described in the RFP and may select a Preferred Proponent. The Preferred Proponent will be required to provide a security deposit in order to maintain its eligibility to enter into the Project Agreement.

3.2.4 Limited Notice to Proceed

Following the selection of a preferred proponent, BC Hydro may choose to provide a limited notice to proceed with the Project work prior to the final execution of the Project Agreement.

3.2.5 Award of Project Agreement

If BC Hydro selects a Preferred Proponent, BC Hydro will invite the Preferred Proponent to enter into final discussions to settle all terms of the Project Agreement, based on the Preferred Proponent's Proposal.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

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 BC Hydro, attending meetings and conducting due diligence. BC Hydro will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process.

If the Competitive Selection Process concludes in the award of the Project Agreement, BC Hydro anticipates that partial compensation in the amount of \$1,000,000 will be paid to each Proponent that is

not selected as the Preferred Proponent, subject to the terms of the RFP and provided that such Proponent meets all the conditions for payment described in the RFP. These conditions are anticipated to include, but will not be limited to, the submission of a bona fide and responsive Proposal, the transfer of all intellectual property rights to BC Hydro and the execution and delivery of a full release of any and all Claims and a waiver of liability in favour of BC Hydro.

3.4 COMPETITIVE SELECTION TIMELINE

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

Activity	Timeline
RFQ Issue Date	March 13, 2012
Introductory Project Meeting	March 26, 2012
RFQ Submission Time	April 25, 2012
Inspection of Respondent's complete turbine model test report (optional, at BC Hydro's discretion)	May 2012
Respondent interviews/presentations (optional, at BC Hydro's discretion)	May 2012
Announce Shortlist	June 2012
Issue RFP and Draft Project Agreement to Proponents	June 2012
Issue Final Draft Project Agreement	Winter 2013
Submission Time for Technical Proposals	Winter 2013
Submission Time for Financial Proposals	Spring 2013
Selection of Preferred Proponent	Spring 2013
Financial Close	Summer 2013
Construction Commences	Summer 2013

All dates in the above timeline are subject to change at the sole and absolute discretion of BC Hydro.

3.5 INTRODUCTORY PROJECT MEETING

BC Hydro intends to hold an introductory meeting to introduce the Project to which all interested parties will be invited. Attendance will not be mandatory. Minutes will not be prepared or circulated. Any issues arising that require clarification will be included in this RFQ by way of Addendum. The location, date and time of this meeting will be communicated to those parties who complete and submit a Receipt Confirmation Form.

4. SUBMISSION AND PROCESS INSTRUCTIONS

4.1 MANDATORY SUBMISSION REQUIREMENTS

Responses to this RFQ must be received at the Submission Location before the Submission Time as stated on the inside cover of this RFQ:

- (a) Responses received after the Submission Time will not be considered and will be returned unopened; and
- (b) All times will be determined with reference to the clock used by the Contact Person for that purpose.

4.2 RESPONSE FORM AND CONTENT

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

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

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

4.4 NO FAX OR EMAIL SUBMISSION

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

4.5 RECEIPT OF COMPLETE RFQ

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

4.6 RECEIPT CONFIRMATION

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 must be completed, executed and delivered to the Contact Person via email.

4.7 ENQUIRIES

Respondents are encouraged to submit enquiries using the Request for Information Form (Appendix G) at an early date to permit consideration by BC Hydro. BC Hydro may, in its discretion, decide not to respond to any enquiry received after 3:00 p.m. (local time) on the day that is 15 days before the Submission Time.

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) BC Hydro intends to provide a response to each Enquiry;
- (d) A Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if BC Hydro decides that an enquiry should be distributed to all Respondents, then BC Hydro will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (e) Subject to Section 4.7(d) any enquiry and response may, in BC Hydro's discretion, be distributed to all Respondents, if BC Hydro in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in, or maintaining the integrity of, the Competitive Selection Process. BC Hydro may keep either or both the enquiry and response confidential if in the judgment of BC Hydro it is fair or appropriate to do so.

4.8 UNOFFICIAL INFORMATION

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

4.9 COMMUNICATIONS

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

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:

BC Hydro does not assume any risk or responsibility or liability whatsoever to any Respondent:

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

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

4.10 ADDENDA

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

4.11 INCONSISTENCY BETWEEN PAPER AND ELECTRONIC FORM

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the document in the custody of BC Hydro prevails.

4.12 REVISIONS TO RESPONSES

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.

A Respondent may not submit amendments or request that amendments be made to its Response after the Submission Time. Respondents may, however, answer clarification questions from BC Hydro after the Submission Time but in doing so may not amend their Response.

4.13 RESPONSE DECLARATION FORM

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

4.14 RELATIONSHIP DISCLOSURE FORM

A Respondent Team and the Respondent's Key Individuals must complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E or as otherwise acceptable to BC Hydro in BC Hydro's discretion and should include the completed form as part of its Response.

5. EVALUATION

5.1 EVALUATION

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

5.2 EVALUATION CRITERIA

For those Respondent Teams that adequately meet the minimum requirements identified in Appendix A, BC Hydro will evaluate Responses by applying the Evaluation Criteria.

5.3 EVALUATION AND SELECTION PROCEDURES

To assist in the evaluation of the Responses, BC Hydro may, in its sole and absolute 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 provided by a Respondent or otherwise obtained by BC Hydro regarding the Respondent Team, inclusive of its directors/officers and Key Individuals;
- (b) Conduct any background investigations and/or seek any additional information from any source that it considers necessary in the course of the Competitive Selection Process;
- (c) Seek clarification of a Response or supplementary information including any missing non-mandatory items, from any or all Respondents;
- (d) Request the complete turbine model test report referenced in a Respondent's Response;
- (e) Request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information. Presentations should be specific to BC Hydro's request and must not contain any marketing information of the Respondent or any member of the Respondent Team;
- (f) Rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews/presentations, and/or any additional information obtained from any other sources in the evaluation of Responses; and
- (g) Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ except for Mandatory Submission Requirements, and accept that Response even if such a defect, irregularity, non-conformity or

non-compliance with the requirements of this RFQ would otherwise render the response null and void.

BC Hydro will notify Respondents of the results of the Competitive Selection Process by sending a written notice to the Respondent's Representative.

BC Hydro will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within three months after a shortlist has been announced. In a debriefing, BC Hydro will discuss the relative strengths and weaknesses of that Respondent's Response, but BC Hydro will not disclose or discuss any Confidential Information of another Respondent.

5.4 CHANGES TO RESPONDENT TEAMS

BC Hydro intends to issue the RFP only to the Respondents that have been shortlisted under this RFQ.

If for any reason after the Closing Time and prior to the issuance of the RFP, a Respondent wishes or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members or substituting new members for listed members) or a material change in ownership or control of a respondent or a team member, then the Respondent must submit a written application (with such information as BC Hydro may require, including a comprehensive description of the change, the reason for the change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualification and abilities of the new member(s)) to BC Hydro for approval.

BC Hydro, in its sole and absolute discretion, may grant or refuse to grant permission for a change to a Respondent's team list, considering BC Hydro's objective of achieving a Competitive Selection Process that is in accordance with the terms of the RFQ and RFP. For clarity, BC Hydro may refuse to permit a change to a Respondent Team if the change would, in BC Hydro's sole and absolute discretion, result in a weaker team based on suitability, knowledge, skills, resources, experience, qualification and abilities of the new member than the Respondent's team as listed in its Response to this RFQ.

BC Hydro may, in the exercise of its discretion, permit any changes to a Respondent's team membership as listed in its Response to this RFQ including changes as may be requested arising from changes in ownership or control of a Respondent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Respondent.

BC Hydro's approval may include such terms and conditions as BC Hydro in its absolute discretion may consider appropriate.

For clarity, any contractor, subcontractor, supplier, service provider or other person that may be relied upon by a Respondent to establish the description of the Respondent Team experience or capability in any area in a Response in order to satisfy or respond to the submission requirements set out in Appendix A will be considered a member of a Respondent Team to which this Section 5.4 applies.

6. RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

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

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

The Respondent must obtain an executed Personal Information Disclosure Form from each person whose personal information (including resume, work history, or summary of qualifications) is included in the Respondent's response agreeing to the collection of such information and to the submission of such information to BC Hydro as part of the Response for the purposes of this RFQ and the Competitive Selection Process.

Respondents should submit the form attached as Appendix H with their response and executed by each individual for whom such consents are required.

6.3 CONFIDENTIALITY OF INFORMATION

All non-public information pertaining to Partnerships BC or BC Hydro obtained by the Respondent as a result of participation in this RFQ is confidential and must not be disclosed without written authorization from Partnerships BC or BC Hydro (as applicable). By submitting a Response, a Respondent will be deemed to have agreed to all the terms of the Confidentiality Agreement attached as part of Appendix C to this RFQ.

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

6.4 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 BC Hydro, the Contact Person or any advisor to BC Hydro, 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. BC Hydro accepts no responsibility for any Respondent lacking any information.

6.5 RESERVATION OF RIGHTS

Without limiting the rights of BC Hydro elsewhere in this RFQ, including in Section 5.3, BC Hydro reserves the right, in its sole and absolute 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 BC Hydro;
- (c) Disqualify a Response that fails to meet the stated Mandatory Submission Requirements under Section 4 of this RFQ, or for any of the reasons set out in Section 5.3 or any other reason BC Hydro determines appropriate;
- (d) Discontinue the detailed evaluation of any Response that BC Hydro judges is not in contention to be shortlisted;
- (e) Disqualify any incomplete Response without further or any consideration;
- (f) Disqualify a Response if 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 BC Hydro, interfere with the integrity of the Competitive Selection Process;
- (g) Disqualify a Response if the Response includes a false or misleading statement, claim or information;
- (h) Disqualify a Response for any of the reasons set out in Section 6.11 or for failing to provide a Response Declaration Form or Relationship Disclosure Form after the Closing Time;
- (i) Not accept any or all Response(s);

- (j) Reject or disqualify any or all Response(s) without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (k) Re-advertise for new Responses, calls for tender, or enter into negotiations for this Project or for work of a similar nature;
- (l) Make any changes to the terms of the business opportunity described in this RFQ; and
- (m) Amend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

6.6 LIMITATION OF DAMAGES

Each Respondent, by submitting a Response, agrees that in no event will BC Hydro or Partnerships BC, or any of their employees, advisors including the Fairness Advisor and COI Adjudicator 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 BC Hydro or any of its employees, advisors or representatives:

- (a) If BC Hydro for any reason whatsoever:
 - i. Does not select a shortlist of Respondents;
 - ii. 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);
 - iii. Accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondents;
 - iv. 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
- (b) For any breach or fundamental breach of contract or legal duty of BC Hydro, whether express or implied, and 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 for any other reason whatsoever.

6.7 OWNERSHIP OF RESPONSES

All Responses submitted to BC Hydro become the property of BC Hydro.

6.8 DISCLOSURE AND TRANSPARENCY

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

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

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

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

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

6.9 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 BC Hydro, with the knowledge and intention that BC Hydro may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

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

6.10 NO LOBBYING

A Respondent, and any firms, corporations or individual members of a Respondent Team, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of BC Hydro, Partnerships BC, the Fairness Advisor's firm except the individual appointed as Fairness Advisor, or any representative of BC Hydro, at any stage of this RFQ process, including during the

evaluation process, except as expressly directed or permitted by BC Hydro. BC Hydro reserves the right to disqualify a Respondent that contravenes this Section 6.10.

6.11 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

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

Respondents should submit the form attached as Appendix E with their Response and disclose all conflicts of interest or unfair process advantage.

Respondents, including all firms, corporations or individual members of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with BC Hydro, Partnerships BC or any members of BC Hydro or others providing advice or services to BC Hydro with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair process 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.

BC Hydro and the COI Adjudicator may, in their discretion, consider actual, perceived or potential conflicts of interest and unfair advantage.

6.11.1 Use or Inclusion of Restricted Parties

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

- (a) To advise or otherwise assist the Respondent respecting the Respondent's participation in the Competitive Selection Process; or
- (b) As a Respondent Team member or as an employee, advisor or consultant to the Respondent or a Respondent Team member.

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

6.11.2 Current Restricted Parties

At this RFQ stage, and without limiting the definition of Restricted Parties, BC Hydro has identified the following persons, firms or organizations as Restricted Parties.

- Borden Ladner Gervais LLP
- Boughton Law Corporation
- BTY Quantity Surveyors B.C. Ltd
- DCF Consulting Ltd.
- Dennis Moore Engineering Inc.
- Derek Martin Consulting Inc.
- Ernst & Young Orenda Corporate Finance Inc.
- Evert Hoek Consulting Eng. Inc.
- Golder Associates Ltd.
- Hemmera Envirochem Inc.
- JE Project Solutions Ltd.
- Jian Kwei Lou
- Jim Kozak
- Kathy Hochachka
- KPMG LLP
- Lawson Lundell LLP
- McElhanney Consulting Services Ltd.
- MWH Global Inc.
- Omicron Canada Inc.
- R.T.Penney Property Services
- Roger Stilwell
- Singleton Urquhart LLP
- Utility Contract Services Corporation
- Vince Collins Management Services Inc.
- Wiselink Consultants Co. Ltd.
- BC Hydro 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, firms or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum.

6.11.3 Conflict of Interest Adjudicator

BC Hydro has appointed a conflict of interest adjudicator (the COI Adjudicator) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person, firm or organization is a Restricted Party.

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

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

6.11.4 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 through the following process:

- (a) To request an advance decision on whether a person, firm or organization 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 ten (10) days prior to the Submission Time by email, the following information:
 - i. Names and contact information of the Respondent and the person, firm or organization for which the advance opinion is requested;
 - ii. A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
 - iii. 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
 - iv. Copies of any relevant documentation.

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

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

6.11.5 BC Hydro May Request Advance Decision

BC Hydro may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where BC Hydro identifies a potential conflict, unfair advantage or a person, firm or organization who may be a Restricted Party. BC Hydro will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If BC Hydro seeks an advance decision from the COI Adjudicator, BC Hydro 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 BC Hydro may require that the Respondent make an application under Section 6.11.4.

6.11.6 Decisions Final and Binding

The decision of BC Hydro, and if required, the COI Adjudicator, is final and binding on the person, firm or organization requesting the ruling and all other parties including Respondents, Respondent Team members and BC Hydro. BC Hydro or the COI Adjudicator, as applicable, has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be reconsidered.

6.11.7 Exclusivity

Unless permitted by BC Hydro in its sole and absolute discretion or permitted as a Shared Use Person, the following may only participate as a member of one Respondent Team:

- A Prime Team Member;
- A Key Individual; and
- The Affiliated Persons of a Prime Team Member or a Key Individual.

If any Respondent, Prime Team Members, Key Individuals or their respective Affiliated Persons contravenes the foregoing, BC Hydro reserves the right to disqualify any or all of affected Respondents, or only the lowest-ranked such Respondent, or may permit any or all such Respondents to continue and impose such conditions as may be required by BC Hydro. Each Respondent is responsible, and bears the onus, to ensure that the Respondent, its Prime Team Members and Key Individuals and their respective Affiliated Persons do not contravene the foregoing.

A Respondent or a prospective Prime Team Member or a Key Individual of a Respondent who has any concerns regarding whether participation does or will contravene the foregoing is encouraged to request an advance decision in accordance with this section through the following process:

- (a) To request an advance decision on matters related to exclusivity, the Respondent or prospective Prime Team Member or Key Individual of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Submission Time by email, the following information:
 - i. Names and contact information of the Respondent or Prime Team Member or a Key Individual or prospective Respondent or Prime Team Member or a Key Individual making the disclosure;

- ii. A description of the relationship that raises the possibility of non-exclusivity;
- iii. A description of the steps taken to-date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
- iv. Copies of any relevant documentation.

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

6.11.8 Shared Use

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

6.12 FAIRNESS ADVISOR

BC Hydro has appointed John Singleton as fairness advisor (the Fairness Advisor) to 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 be kept fully informed by BC Hydro of all activities associated with the implementation of the Competitive Selection Process, and will have full access to all documents, meetings and information related to the process. The Fairness Advisor will report to the Project Executive Board as to the fairness of the implementation of the process. The reports of the Fairness Advisor will include a report on the process followed leading to the selection of the shortlist under this RFQ, and BC Hydro will make such report public.

Respondents may contact the Fairness Advisor directly with concerns regarding the fairness of the Competitive Selection Process.

6.13 LEGAL COUNSEL

Respondents should not retain Borden Ladner Gervais LLP (BLG) to advise or assist them in any matter relating to this RFQ. By submitting a Response, the Respondent expressly consents to BLG continuing to represent BC Hydro for all matters in relation to this RFQ and the Project, including any such 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 BLG 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. BC Hydro reserves the right at any time to waive any provision of this section.

7. DEFINITIONS

In this RFQ:

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

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

(a) a corporation and

- (i) a person by whom the corporation is controlled,
- (ii) each member of an affiliated group of persons by which the corporation is controlled, and
- (iii) a spouse or common-law partner of a person described in subparagraph (i) or (ii);

(b) two corporations, if

- (i) 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,
- (ii) 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
- (iii) 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

- (i) the same person is a majority interest partner of both partnerships,
- (ii) a majority interest partner of one partnership is affiliated with each member of a majority interest group of partners of the other partnership, or
- (iii) 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

- (i) is a majority interest beneficiary of the trust, or

- (ii) 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
 - (i) a majority interest beneficiary of one of the trusts is affiliated with a majority interest beneficiary of the other trust,
 - (ii) 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
 - (iii) each member of a majority interest group of beneficiaries of each of the trusts is affiliated with at least one member of a majority interest group of beneficiaries of the other trust.

Affordability Ceiling means an amount specified by BC Hydro for the purposes of setting an upper limit for Proponents not to exceed when preparing their Proposals.

BC Hydro means BC Hydro and Power Authority.

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.

COI Adjudicator has the meaning set out in Section 6.11.3.

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

Confidential Information has the meaning set out in Appendix C.

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

Contact Person means the person identified as such on the inside cover of this RFQ, or such other person as may be appointed by BC Hydro for that purpose.

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

DB Contractor means individuals, corporations, other entities or the underlying legal entities that make up joint ventures and partnerships who have the direct responsibility to design and build the Project, as described in the Response.

Draft Project Agreement means the draft form of Project Agreement issued under the RFP.

Equity Provider means an entity providing equity for the Project pursuant to the Project Agreement.

Evaluation Criteria means the criteria referred to in Appendix A of this RFQ.

Fairness Advisor has the meaning set out in Section 6.12.

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.

FOIPPA has the meaning set out in Section 6.2.

Generating Equipment means components and systems including, but not limited to, the intake gate, low level outlet, tunnel, surge protection equipment, bypass facilities, draft tube gates, turbines, generators, control systems, governors, oil systems, compressors, valves, pumps, filters/strainers, relays, protection devices, circuit breakers, electrical devices, telecontrols, communications equipment, and cranes.

Generator means the components and systems including, but not limited to, the rotor, stator, windings, ring bus, brushgear/sliprings, generator thrust and guide bearing, upper and lower bracket, and primary cooling systems.

Key Individuals of a Respondent means the specific persons, firms or organizations, exclusive to the Respondent, filling the following roles (or equivalent) in the Respondent's Response:

1. Respondent Team director;
2. DB Contractor director;
3. DB Contractor design lead; and
4. DB Contractor construction lead.

Mandatory Submission Requirements has the meaning set out in Section 4.1.

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

Partnerships BC means Partnerships British Columbia Inc.

Performance Specifications means the specifications for the design, construction and maintenance of the Facility as set out in the Project Agreement.

Personal Information Consent Form means the form substantially as attached as Appendix H to this RFQ.

Preferred Proponent means the company, firm, consortium or other legal entity selected by BC Hydro to proceed in the Competitive Selection Process in an effort to reach Financial Close.

Prime Team Member means an individual or entity that:

- a) Is the Respondent;
- b) Will undertake the lead development role in respect of the Project;
- c) Has or will have a risk capital interest in Project Co;
- d) Is the DB Contractor; or
- e) Is the Turbine and/or Generator supplier.

Project means the John Hart Generating Station Replacement Project generally described in this RFQ in Section 2, and including the planning, design, procurement, construction, financing, testing, commissioning, maintenance and other activities of BC Hydro, Project Co and others in relation to the Project infrastructure and the decommissioning of the existing facilities.

Project Agreement has the meaning set out in Section 1.1.

Project Brief has the meaning set out in Section 1.4

Project Co means the entity proposed by the Respondent to enter into the Project Agreement with BC Hydro.

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 shortlisted Proponent in response to the RFP.

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

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

Respondent means any company, firm, consortium or other legal entity that signs and submits a Receipt Confirmation Form confirming an intention to submit a Response.

Respondent's Representative means the person, firm or organization, 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 the entire team as described in the Respondent's Response that will prepare the Respondent's Proposal under the RFP and will perform the obligations of Project Co under the Project Agreement. For clarity, the Respondent Team includes both firms and individuals.

Respondent Team Lead means the entity that will lead the Respondent Team.

Response means the formal response to this RFQ by a Respondent, including responses to requests for information and clarifications from BC Hydro.

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

Restricted Party means those persons, firms or organizations (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 competitive 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.

Revisions means changes made by a Respondent to its Response and “**Revision**” means any one of such Revisions.

RFP means the Request for Proposals which may be issued by BC Hydro as a stage of the Competitive Selection Process.

RFQ means this Request for Qualifications including the Appendices issued by BC Hydro as the first stage of the Competitive Selection Process.

Shared Use Person means those persons, firms or organizations, if any, who are specifically named in Section 6.11.8.

Submission Location means the submission location identified as such on the inside cover of this RFQ.

Submission Time means the time and date indicated as such on the inside cover of this RFQ.

Turbine means the components and systems including, but not limited to, the scroll case, stay vanes, wicket gates, headcover, operating mechanisms, turbine shaft, guide bearing, seals, runner, bottom ring, discharge ring, and draft tube.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

Part 3. Response Format (Attached Sample Form: Form A-1: Nominated Project Details)

Part 1. Response Guidelines

Responses should:

- (a) Be clearly marked with the words, “John Hart Generating Station Replacement Project, Response to Request for Qualifications” to the Submission Location;
- (b) Include all of the information requested in this Appendix A; and
- (c) Be submitted as follows:

Package	Contents	Number of Copies
Package 1	1. Transmittal letter 2. Response Declaration Form (see Appendix D of this RFQ) signed by the Respondent; 3. A table containing the names and company names of the Key Individuals; 4. Relationship Disclosure Form (see Appendix E of this RFQ) signed by the Respondent and each member of the Respondent Team; and 5. Personal Information Consent Forms (see Appendix H of this RFQ) signed by the individuals from whom information relating to the individual was collected and which was submitted to BC Hydro as part of the Response.	One One One One One
Package 2	Nominated Projects (See Section 1.3 of Part 3 of this Appendix A)	One unbound copy marked “Master”, 5 bound and numbered copies and one electronic copy (USB flash drive).

Package 3	Response (See Sections 1 (excluding Section 1.3), 2, 3, and 4 of Part 3 of this Appendix A).	One unbound copy marked “Master”, 5 bound and numbered copies and one electronic copy (USB flash drive).
Package 4	Financial information (See Section 5.1 of Part 3 of this Appendix A).	One unbound copy marked “Master”, 2 bound and numbered copies and one electronic copy (USB flash drive).
Package 5	Minimum Requirements: Turbines and Generators (See Sections 5.2 and 5.3 of Part 3 of this Appendix A).	One unbound copy marked “Master”, 2 bound and numbered copies and one electronic copy (USB flash drive).

Part 2. Evaluation

BC Hydro will evaluate Responses and determine in its discretion if the Respondent Team adequately meets the minimum requirements stated in Table 1 below. Should any Respondent Team fail to adequately meet the minimum requirements, BC Hydro may discontinue the evaluation of that Respondent Team's Response in accordance with Section 6.5 of the RFQ.

Table 1. Minimum Requirements

Expertise	Minimum Requirements
Financial Capacity	<p>Sufficient financial capacity of each of the following Respondent Team members to undertake the Project:</p> <ul style="list-style-type: none">a) Equity Provider(s)b) DB Contractorc) Turbine and Generator supplier(s) <p>For Response content requirements, see Section 5.1 of Response Format (Part 3 of Appendix A).</p>

Expertise	Minimum Requirements
Turbines	<p>Capability in the design and manufacture of turbines relating to the following:</p> <ul style="list-style-type: none"> a) Francis turbine model peak efficiency of 94% or greater for a prototype net head between 90 m and 150 m. b) Francis turbine rated capacity of 50 MW or greater for a prototype net head between 90 m and 150 m. c) Computational fluid dynamics analysis. d) Finite element analysis. e) Vibration modal and frequency analysis. f) Ownership of or access to International Organisation for Standardization (ISO) 9001 certified manufacturing facilities. g) Correlation of model test results, within the last 25 years from the turbine supplier's model test facilities or other model test facilities used for the development of the turbine hydraulic design with model test results based on IEC Publication 60193 from either: <ul style="list-style-type: none"> • the Laboratory for Hydraulic Machines, LMH, Lausanne, Switzerland; or • Astro Graz, Austria (prior to April 2006). h) Powerplant water conduit stability analysis. <p>For Response content requirements, see Section 5.2 of Response Format (Part 3 of Appendix A).</p>

Expertise	Minimum Requirements
Generators	<p>Capability in the design and manufacture of generators relating to:</p> <ul style="list-style-type: none"> a) Design and manufacture of generators with a minimum rating of 50 MVA and voltage of 13.8 kV with generator efficiency of 98% or greater. b) Generator windings for generators with a voltage of 13.8 kV which have successfully undergone lab testing for routine tests during production. c) Ownership of or access to an electrical testing facility for routine tests on key components (e.g. bars, coils, etc.) during production. d) Finite element analysis. e) Dynamic stability analysis. f) Ownership of or access to ISO 9001 certified manufacturing facilities. <p>For Response content requirements, see Section 5.3 of Response Format (Part 3 of Appendix A).</p>

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

Table 2. Evaluation Criteria and Weighting

Expertise	Evaluation Criteria	Weighting
Section 1 Introduction and Nominated Projects	For Response content requirements, see Section 1 of Response Format (Part 3 of Appendix A).	Not evaluated.
Section 2 Respondent Team	Strength and relevance of demonstrated experience and capability relating to: (a) Infrastructure development and life cycle management experience; (b) Key Individuals; and (c) Project Financing. For Response content requirements, see Section 2 of Response Format (Part 3 of Appendix A).	20 5 5
Section 3 Turbines and Generators	Strength and relevance of demonstrated experience and capability relating to: (a) Design, manufacture, testing, installation, and performance of turbines; and (b) Design, manufacture, testing, installation, and performance of generators. For Response content requirements, see Section 3 of Response Format (Part 3 of Appendix A).	10 10
Section 4 Design and Construction	Strength and relevance of demonstrated experience and capability relating to: (a) Project management; (b) Design; and (c) Construction. For Response content requirements, see Section 4 of Response Format (Part 3 of Appendix A).	15 20 15
Total		100

Part 3. Response Format

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

Table 3. Response Content Requirements

Section No.	Title	Contents
1.	Introduction and Nominated Projects	
1.1	Proposed Respondent Team	<p>(a) Provide the legal name of the entity for each of the following:</p> <ul style="list-style-type: none"> i. Respondent Team Lead ii. Equity Provider(s) iii. DB Contractor iv. Turbine and Generator supplier(s) v. Financial advisor vi. Legal advisor vii. Other(s) (please specify) <p>(b) Provide organization chart(s), at the corporate level, showing the relationships between Respondent Team members for each of the following phases, indicating the changes contemplated between phases:</p> <ul style="list-style-type: none"> i. RFP stage: from shortlisting under RFQ to selection as Preferred Proponent under the RFP; ii. Project Agreement stage: from selection of Preferred Proponent to Financial Close; iii. Design and Construction stage: from preliminary design through to commencement of operating payments; and iv. Operations stage: from commencement of operating payments through to end of the Term. <p>(c) Provide a project organization chart, at the Key Individual level, showing the 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. Note: Names are only required for Key Individuals at this time.</p>

Section No.	Title	Contents
		(d) Provide a short description of the Respondent and significant team members (for publication of the teams shortlisted for the RFP stage).
1.2	Contact Information	<p>Provide the name and contact details for the Respondent's Representative.</p> <p>Please note: The Respondent's Representative will be the only person to receive communication from the Contact Person regarding this RFQ.</p> <p>Respondent's Representative:</p> <ul style="list-style-type: none"> i. Name ii. Employer iii. Mailing/courier addresses iv. Telephone number v. Email address vi. Website address
1.3	Nominated Projects	Submit a maximum of 18 Nominated Projects using Form A-1. As noted in Section 5.3 of the RFQ, BC Hydro may carry out further investigations, request additional information, and check references to supplement, clarify and/or validate the information being submitted by Respondent, including the nominated Project information.
2.	Respondent Team	
2.1	Infrastructure Development Experience	<p>(a) Based on up to five Nominated Projects that are demonstrated to be most relevant to the Project, describe the Respondent Team Lead's infrastructure development experience and capability with the following:</p> <ul style="list-style-type: none"> i. Developing and managing projects that are similar in scope and size to the Project; ii. Assembling and managing multi-disciplinary teams; iii. Providing value added innovative solutions to design, construction and operations, including, but not limited to, safety and environmental sustainability; iv. Managing contractors in the delivery of complex design build contracts;

Section No.	Title	Contents
		<ul style="list-style-type: none"> v. Planning, developing and implementing life cycle and operations and maintenance services on relevant projects with a focus on meeting specified quality and service levels over a long-term period (e.g. 15 years or more); and vi. Stakeholder relations, specifically in regard to government relations, community relations, and media relations, and including any experience in partnering or formally working with First Nations or aboriginal peoples, municipalities or regional governments and government agencies. <p>(b) For each of the Nominated Projects referenced in (a), describe the Respondent Team Lead's experience with public private partnership (PPP) arrangements that demonstrates a successful approach to the delivery of projects through partnerships, including energy or utility-related (ideally hydroelectric) projects.</p> <p>(c) For each Nominated Project referenced in Section 1.3, briefly discuss the experience and capability of each Respondent Team member (as applicable) with the following, with reference to a primary agreement (e.g. a Project Agreement):</p> <ul style="list-style-type: none"> i. Performance in meeting its obligations; and ii. Level of achievement in meeting performance specifications, including any cured and uncured contractual default situations and experience in responding to and implementing solutions for these default situations.

Section No.	Title	Contents
2.2	Key Individuals	<p>(a) Provide comprehensive résumés for the Key Individuals as defined. At a minimum, the following information is required:</p> <ul style="list-style-type: none"> i. Name ii. Professional qualifications/designation(s) iii. Role and responsibility for the Project iv. Summary of education/qualifications v. Relevant experience in relation to the Project <p>(b) Describe the availability and capacity of the Key Individuals to undertake the Project in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.</p>
2.3	Project Financing Experience	<p>Based on up to five Nominated Projects, which reached financial close within the last five years, describe the Respondent Team Lead's and Equity Provider's experience and capability to structure and raise financing. This description should include the following:</p> <ul style="list-style-type: none"> i. Type of project (e.g., hydro facility, road, bridge, university, hospital, etc.); ii. Project structure (e.g., design build finance maintain, design build finance, availability payment); iii. Amount of financing; iv. Term of financing; v. Type of financing; vi. Funding sources; vii. Financial innovations used; and viii. Roles and responsibilities with respect to financing.
3.	Turbines and Generators	
3.1	Turbines	<p>Based on up to five Nominated Projects that are demonstrated to be most relevant to the Project, describe the supplier's experience and capability with the following:</p>

Section No.	Title	Contents
		<ul style="list-style-type: none"> <li data-bbox="758 342 1902 440">i. Designing turbines for similarly sized projects and applications as the Project. Similarities referenced should include: output head, speed, diameter, submergence, material, and blade thickness. <li data-bbox="758 456 1902 578">ii. Application of advanced design methods and techniques including: computational fluid dynamics, finite element analysis, dynamic stability analysis (e.g. hydraulic-electrical interaction), and transient analysis. Identify and discuss the supplier's proficiency with any specialized analytical software routinely used in these analyses. <li data-bbox="758 586 1745 613">iii. Evaluation methodology for stress conditions and dynamic behaviour of turbine. <li data-bbox="758 630 1892 686">iv. Designing turbines to specified limits for total gas pressure produced, while maintaining high efficiency. <li data-bbox="758 703 1892 800">v. Supplier owned, specialized manufacturing and testing facilities, equipment and methods. Include in-house turbine model testing capabilities, including methodologies and codes (e.g. IEC 60193) applied. <li data-bbox="758 816 1797 844">vi. Long term, successful operation and performance of turbines throughout design life. <li data-bbox="758 852 1619 880">vii. Long term service and support provided by the turbine manufacturer.

Section No.	Title	Contents
3.2	Generators	<p>Based on up to five Nominated Projects that are demonstrated to be most relevant to the Project, describe the supplier's experience and capability with the following:</p> <ul style="list-style-type: none"> i. Designing generators for similarly sized projects and applications as the Project. Similarities referenced should include: speed, megavolt amp (MVA) output, diameter, air gap, number of circuits. ii. Application of advanced design methods and techniques including: finite element analysis, dynamic stability analysis (e.g. hydraulic-electrical interaction), and electromagnetic transient analysis. Identify and discuss the supplier's proficiency with any specialized analytical software routinely used in these analyses. iii. Supplier owned, specialized manufacturing and testing facilities, equipment and methods. iv. Long term, successful operation and performance of generators throughout design life. v. Long term service and support provided by the generator manufacturer.
4.	Design and Construction	
4.1	Project Management	<p>Based on up to five Nominated Projects that are demonstrated to be most relevant to the Project, describe the DB Contractor's project management experience and capability with the following:</p> <ul style="list-style-type: none"> i. Managing and delivering large, fast-tracked, complex projects on time and on-budget, particularly hydroelectric design build or PPP projects near active operating facilities and public use areas. ii. Working or partnering with contractors, sub-contractors, and turbine and generator suppliers, including members of the Respondent Team (if applicable). iii. Developing and implementing community and stakeholder relations programs, including partnering or establishing formal programs with municipal or regional governments and/or other government agencies. iv. Developing and implementing aboriginal peoples or First Nations participation plans/programs, including the establishment of supply and/or service opportunities, economic development strategies and employee training and career development initiatives.

Section No.	Title	Contents
		<ul style="list-style-type: none"> v. Developing and implementing environmental management and sustainability programs which accommodate and deliver on environmental and related social commitments made through regulatory approvals, including (where applicable) the identification of additional opportunities to further reduce environmental risks and impacts associated with project development. vi. Developing and implementing safety management programs that incorporate human factors and consider both construction and public safety. vii. Developing and implementing quality management systems. viii. Leading, coordinating, and obtaining permits and approvals required to meet regulatory and legal requirements. ix. Leading and coordinating commissioning activities between the design and construction team and the owner, and with regard to operational constraints (e.g. seasonal water flows, demand load, etc.). x. Sequencing and scheduling of complex projects to achieve schedule requirements.
4.2	Design	<p>Based on up to five Nominated Projects that are demonstrated to be most relevant to the Project, describe the DB Contractor's design experience and capability with the following:</p> <ul style="list-style-type: none"> i. Designing large multi-disciplinary (ideally hydroelectric) projects, particularly design build or PPP projects. ii. Designing tunnels for water conveyance applications, including means and methods (e.g. tunnel boring, drill and blast, etc.) and geotechnical risk sharing. iii. Designing and integrating powerhouse components and systems including turbines and generators, gates, cranes, valves, auxiliary systems, high voltage systems, and protection and control systems. iv. Designing new and modifying existing high-consequence dams and powerhouses. v. Designing powerhouses, tunnels, dams, and intakes in high seismic areas. vi. Designing by-pass mechanisms and control systems for maintaining stream-flow continuity, while adhering to limits on total gas pressures produced. vii. Conducting numerical and physical hydraulic modeling for facilities, in particular tailraces and

Section No.	Title	Contents
		<p>the resulting impacts to stream flows.</p> <ul style="list-style-type: none"> viii. Incorporating construction considerations in the design to achieve cost and schedule efficiencies and construction safety risk reduction. ix. Incorporating long-term operating considerations (e.g. reliability) in designs to optimize efficiencies, safety, human factors and sustainability. x. Designing to North American codes, standards, and regulations. xi. Developing and executing commissioning activities. xii. Developing innovative designs to achieve the owner’s project goals and objectives.
4.3	Construction	<p>Based on up to five Nominated Projects that are demonstrated to be most relevant to the Project, describe the DB Contractor’s construction experience and capability with the following:</p> <ul style="list-style-type: none"> i. Large, multi-disciplinary, fast-tracked, complex projects, particularly hydroelectric design build or PPP projects in public use areas. ii. Constructing tunnels for water conveyance applications, including means and methods (e.g. tunnel boring, drill and blast, etc.) and geotechnical risk sharing. iii. Constructing in close proximity to and interfacing with existing operational facilities. iv. Construction in and around parks and environmentally sensitive sites, including in-stream works. v. Construction in deep-water, particularly on reservoirs. vi. Developing innovative construction methodology or techniques to achieve cost, schedule, or quality improvements. vii. Decommissioning and remediation.
5.	Minimum Requirements	
5.1	Financial Capacity	<p>To address the minimum requirements stated in Table 1 of Appendix A:</p> <ul style="list-style-type: none"> (a) Provide the following information for each of the Equity Provider(s), the DB Contractor and the Turbine and Generator supplier(s) (if any of these entities has a current investment grade credit rating and can

Section No.	Title	Contents
		<p>provide details of the credit rating as per bullet v below they are exempt from providing information for bullets iii and iv below):</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 5 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 Respondent Team's ability to perform its obligations in relation to the Project. vii. Details of any prosecutions or court or regulatory sanctions for non compliance with laws in the last 5 years, including in relation to environmental management and occupational health and safety standards and practices. viii. Describe the details of any occurrence in the last 5 years of a finding, ruling or admission of non compliance with a customer's code of conduct or ethical practices legislation. ix. For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1 please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1. <p>(b) With reference to the information provided in (a), briefly describe:</p> <ul style="list-style-type: none"> i. The Equity Provider(s)'s capacity to fund the Project (e.g. discuss credit rating, net assets, liquid assets, letters of commitment, etc.) ii. The DB Contractor's capacity to undertake its Project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability, and performance security).

Section No.	Title	Contents
		<p>iii. The Turbine and Generator supplier(s)'s capacity to undertake its Project obligations (e.g. discuss net and total asset size relative to Project scope, financial viability, and available performance security).</p>
5.2	Turbines	<p>To address the minimum requirements described in Table 1 of Appendix A, demonstrate the Turbine supplier's capability by referring to an in-service Reference Facility (Form A-2) and provide the following:</p> <p>(a) Excerpts of a model test report confirming the Francis turbine model peak efficiency of 94% or greater for a prototype net head between 90 m and 150 m.</p> <p>At a minimum, the excerpts should include the following test parameters: power output, net head, efficiency achieved, and test Reynolds number.</p> <p>(b) Reference information for an installed Francis turbine with rated capacity of 50 MW or greater for a prototype net head between 90 m and 150 m, including customer contact information.</p> <p>(c) Excerpts from a typical computational fluid dynamics (CFD) software output and/or analysis report.</p> <p>At a minimum, the report excerpts should include the following:</p> <p style="padding-left: 40px;">i. Methodology used for numerical analysis of the flow in turbine runner water passages, upstream tandem cascades of stay vanes and wicket gates, and the draft tube, including numerical flow solver used, description of calculation domain for numerical flow analysis, discretization method used for numerical flow equations, and CFD software used (commercial software shall be specified).</p> <p style="padding-left: 40px;">ii. Demonstration of selected turbine flow CFD results.</p> <p style="padding-left: 40px;">iii. Correlation of calculated energy losses and cavitation characteristics of the turbine with those obtained through model testing.</p> <p>(d) Excerpts from a typical finite element analysis (FEA) software output and/or analysis report confirming the respondent's capability to perform Francis runner stress analysis.</p>

Section No.	Title	Contents
		<p>At a minimum, the report excerpts should include the following:</p> <ul style="list-style-type: none"> i. Details of static FEA performed by the responder for calculation of runner static stresses at the design and off-design steady-state operating conditions, including description of calculation domain, finite element type used with size of calculation mesh at key areas, FEA solver software used (commercial software shall be specified) and calculation results. ii. Methodology and results for runner dynamic stress calculation. <p>(e) Excerpts from a typical vibration modal and frequency analysis software output or analysis report confirming the respondent's capability to perform the analysis.</p> <p>At a minimum, the report excerpts should include the following:</p> <ul style="list-style-type: none"> i. Details and results of calculations of potential excitation frequencies. ii. Details and results of calculations of natural frequencies and respective modes of vibration in air and water of the runner and stay vanes. iii. Demonstration that the resonance of runner and stay vanes due to external excitations is not likely to occur under normal or possible abnormal operating conditions. <p>(f) Identification of the certified manufacturing facilities to be used and copies of the facilities' ISO 9001 certificates.</p> <p>(g) Evidence of independent model testing to IEC publication 60193, including report excerpts from either the the Laboratory for Hydraulic Machines, LMH or the independent laboratory Astro Graz and the turbine supplier's model test facility or other model test facility used for the development of the turbine hydraulic design demonstrating the correlation of model efficiency, cavitation, and pressure pulsation levels achieved between these test facilities.</p> <p>(h) Excerpts from typical powerplant water conduit stability analysis report(s) demonstrating, at a minimum, the following analysis:</p> <ul style="list-style-type: none"> i. Possible sources of forcing frequencies at both steady-state and transient operating

Section No.	Title	Contents
		<p style="text-align: center;">conditions due to:</p> <ol style="list-style-type: none"> 1. Number of turbine runner blades, guide vanes, and stay vanes; 2. Turbine discharge vortex phenomena, during part load and full load operation; 3. Unit speed; 4. Von Karman trailing edge vortices; and 5. Rotor-stator interaction. <p style="text-align: center;">ii. Water passage resonant frequencies (from intake to draft tube exit) at both steady-state and transient operating conditions.</p>
5.3	Generators	<p>To address the minimum requirements stated in Table 1 of Appendix A demonstrate the Generator supplier's capability by referring to an in-service Reference Facility (Form A-2) and provide the following:</p> <ol style="list-style-type: none"> (a) Excerpts from a test report confirming the generator efficiency of 98% or greater for generators with a minimum rating of 50 MVA and voltage of 13.8 kV. (b) A lab test report on voltage endurance and thermal cycling testing for generators with a voltage of 13.8 kV. (c) Identification of a qualified electrical testing facility to be used for routine tests on key components (e.g. bars, coils, etc.) during production. (d) Excerpts from a finite element analysis (FEA) software output or analysis report confirming the respondent's capability to perform FEA on generator components such as the generator lower bracket or rotor spider. <p>At a minimum, the report excerpts should include details of FEA performed for calculation of stresses in the lower bracket or rotor spider, including description of calculation domain, finite element type used with size of calculation mesh at key areas, FEA solver software used (commercial software shall be specified) and calculation results.</p>

Section No.	Title	Contents
		<p>(e) Evidence of incorporating dynamic stability analysis (e.g. critical speed analysis and shaft line analysis) in generator design.</p> <p>(f) Identification of the certified manufacturing facilities to be used and copies of the facilities' ISO 9001 certificates.</p>

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

Respondent _____

Project number _____ (sequentially numbered 1 to 18)

Respondent Team Member(s) _____

Item	Notes to Respondents
Name of project	<i>Details including official project name and contract number.</i>
Location and type of project	<i>Country, province/state, highway/road/ facility, relevant site features (e.g. rural/urban setting, public use, park, etc.) or project extent.</i>
Client organization	<i>Organization name.</i>
Contract Model	<i>Contract structure i.e. public private partnership, design-build, etc.</i>
Contract Value	<i>The Respondent Team Member's contract value within the broader project. If the contract was assigned to a joint venture or other form of partnership, briefly describe the portion of the contract value performed by the Respondent Team Member.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date.</i>
Description of project	<i>Capital value and associated funding sources, scope and complexity.</i>
Current status of project	<i>Describe the current status of project relative to key milestone events. If project is operational, describe the extent to which key milestone events were achieved and performance of project to date.</i>
Role(s) on project	<i>Role, duties and responsibilities, including Key Individuals if applicable.</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 BC Hydro or BC Hydro's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with this RFQ.</i>
Other information	<i>Any information the Respondent considers relevant to the Evaluation Criteria.</i>

Form A-2: Reference Facility Details *(Maximum 1 page in length per facility)*

Respondent _____

Reference Facility number _____ *(sequentially numbered)*

Respondent Team Member(s) _____

Item	Notes to Respondents
Name of facility	<i>Details including official facility name.</i>
Location of facility	<i>Country, province/state, city, etc.</i>
Client organization	<i>Organization name.</i>
Contract period	<i>Contract commencement date, end of construction date and contract end date.</i>
Current status of facility	<i>Describe the current status of facility.</i>
Role(s) on project	<i>Role, duties and responsibilities.</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 BC Hydro or BC Hydro's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with this RFQ.</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

John Hart Generating Station Replacement Project
Submission Time: 11:00 A.M. April 25, 2012

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:

Dawn Hart

Email: dawn.hart@bchydro.com

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 Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

- (a) "Agreement" means this Appendix C which is subject to the RFP;
- (b) "Confidential Information" means all documents, knowledge and information provided by BC Hydro 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 analyzes, 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 which:
 - i. 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;
 - ii. 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;
 - iii. 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;
 - iv. Was developed independently by the Receiving Party without the use of any Confidential Information; or
 - v. 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, BC Hydro or Partnerships BC in connection with the Project.
- (f) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of this RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Hydro, 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, firm, corporation, or other entity 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

BC Hydro 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 BC Hydro, 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, firm, corporation or other entity 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 which 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 BC Hydro 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 BC Hydro 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 BC Hydro 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 BC Hydro 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 BC Hydro and Partnerships BC and binds the Recipient and its successors.

APPENDIX D RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: BC Hydro Bid Station
535 Hamilton Street
Vancouver, BC V6B 2R1 Canada

Attention: Dawn Hart

In consideration of BC Hydro'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
 - i. This Response Declaration Form has been duly authorized and validly executed;
 - ii. The Response does not contain any false or misleading statements or information and the Respondent is bound by all statements and representations in its Response;
 - iii. Its Response is in all respects a fair Response made without collusion or fraud; and
 - iv. BC Hydro 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 BC Hydro.

(b) Acknowledgements with Respect to this RFQ

- i. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ “Table of Contents”, and any and all Addenda;
- ii. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.6, all documents listed in this RFQ “Table of Contents”, and any and all Addenda;
- iii. 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;
- iv. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- v. 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

- i. This RFQ is not an offer, a tender, or a Request for Proposals, it is a Request for Qualifications and the responsibility of BC Hydro is limited to consider Responses in accordance with this RFQ.

(d) Consent of Respondent Team

- i. 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	Address	Key Individual or Equity Provider

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

APPENDIX E RELATIONSHIP DISCLOSURE FORM

This Form must be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team.

[RFQ Respondent's Letterhead]

To: BC Hydro Bid Station
535 Hamilton Street
Vancouver, BC V6B 2R1 Canada

Attention: Dawn Hart

Re: Request for Qualifications entitled "RFQ – John Hart Generating Station Replacement Project"

[insert Respondent Name] Response

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

- (f) 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.
- (g) The Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in section 6.11.2.
- (h) 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:
 - i. BC Hydro;
 - ii. Any listed Restricted Party;
 - iii. Any current shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party;
 - iv. Any former shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and

- v. Any other person who, on behalf of BC Hydro 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. BC Hydro, Restricted Party, etc.)	<i>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>

(Add additional pages as may be required)

NAME OF RESPONDENT:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Respondent:

Signature:

APPENDIX F PARTICIPATION AGREEMENT

[Insert Date]

BC Hydro Bid Station

535 Hamilton Street

Vancouver, BC V6B 2R1 Canada

Attention: Dawn Hart, Contact Person

Dear Sirs/Mesdames:

Re: John Hart Generating Station Replacement Project – Participation Agreement in respect of the Request for Proposals issued by BC Hydro (the “BC Hydro”) 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 BC Hydro, pursuant to which the Proponent agrees with BC Hydro as follows:

1. **Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
2. **Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Collaborative Meetings and access to the Data Room, the Proponent and each of its Equity Providers will comply with the terms of this Participation Agreement and the terms of the RFP.
3. **Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
4. **Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:
 - (a) that the terms of this Participation Agreement do not limit the Proponent’s obligations and requirements under the RFP, any Data Room agreement, or any other document or requirement of BC Hydro;

- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation of Damages) of the RFP. In no event will the liability of BC Hydro exceed the amount calculated pursuant to Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that BC Hydro'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 BC Hydro's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Section 8.3, 8.4 and 8.5 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

- (a) BC Hydro 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:
 - i. it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - iii. 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 BC Hydro, 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 BC Hydro 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 are for convenience only and 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 analyzes, 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 which:
- i. is or subsequently becomes available to the public, other than through a breach by the Receiving Party of the terms of this Schedule 1;
 - ii. 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;
 - iii. 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;
 - iv. was developed independently by the Receiving Party without the use of any Confidential Information; or
 - v. is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law;

- (b) **“Disclosing Party”** means BC Hydro 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, Prime Team Member, 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, BC Hydro 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 BC Hydro, 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, firm, corporation, or other entity 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. BC Hydro 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 BC Hydro, 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, firm, corporation or other entity 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 which 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 BC Hydro 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 BC Hydro 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 BC Hydro 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 BC Hydro will be deemed to be a waiver of that right or remedy.

APPENDIX G REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION

John Hart Generating Station Replacement Project

Request Number: _____

Respondent: _____

Date Raised: _____

Date Responded: _____

Do you request this enquiry to be “Commercial in Confidence”? YES NO

The following format may be used for single and multiple enquiries.

Enquiry / Enquiries:

Response(s):

APPENDIX H PERSONAL INFORMATION CONSENT FORM

This form must be completed and signed by each individual from whom the Respondent has collected personal information (including resume, work history or summary of qualifications) relating to such individual and which is included in the Respondent's response.

PERSONAL INFORMATION CONSENT FORM

**John Hart Generating Station Replacement Project
Request for Qualifications**

With the provision of my signature at the foot of this statement I, _____,
(Print Name)

consent to the indirect collection from _____ by BC Hydro, of my personal
(Print Name of Respondent)

information including in the form of a work history, resume, summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by BC Hydro for the sole purpose of evaluating the Respondent's response to the above noted RFQ and, if applicable, allocating work to the Respondent under any contract awarded to the Respondent pursuant to such RFSQ. I understand further that my personal information, once collected by BC Hydro, will be handled by BC Hydro in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

Signature

Date

BC Hydro is collecting this personal information in furtherance of its mandate under the Hydro and Power Authority Act and/or Utilities Commission Act. If you have any questions about how BC Hydro collects, uses or discloses your personal information, refer to:

www.bchydro.com/siteinfo/privacy.html