

Request for Proposals (“RFP”)

THIS IS NOT AN ORDER

RFP #: **RFP 20423**

Title: **Power Kiosks for Electrical Vehicle
Charging Stations**

Contact Person: **Pawan Bellubbi**

Email: **Pawan.Bellubbi@BCHydro.com**

This RFP Package consists of:

1. Request for Proposals
2. Form of Proposal
3. Contract Documents composed of:

The Agreement, including:

- Appendix A General Conditions
- Appendix B Supplementary General Conditions
- Appendix C BC Hydro’s Policies and Procedures
- Appendix D Scope of Services
- Appendix E Schedule of Quantities and Prices
- Appendix F Supply Schedule
- Appendix G Specifications
- Appendix H Quality Requirements
- Appendix I Indigenous Engagement
- Appendix J Drawings

SUMMARY OF KEY INFORMATION

<p>RFP TITLE</p>	<p>The RFP# is: RFP 20423</p> <p>The title of this RFP is: Power Kiosks for Electrical Vehicle Charging Stations</p> <p>Please use this RFP# and the title on all correspondence.</p>
<p>CONTACT PERSON</p>	<p>The Contact Person for this RFP is: Pawan Bellubbi</p> <p>Email: Pawan.Bellubbi@BCHydro.com</p> <p>Please direct all enquiries in respect of this RFP, by email, to the above-named Contact Person. No telephone or fax enquiries please.</p>
<p>CLOSING TIME</p>	<p>The Closing Time is:</p> <p>11:00:00 AM Pacific Time on July 10th, 2024</p>
<p>SUBMISSION LOCATION</p>	<p>Proposals are to be delivered electronically to:</p> <p>BC Bid at www.BCBid.gov.bc.ca ("BC Bid Address");</p>

Interested suppliers should note that BC Bid has upgraded its platform and that registration (or re-registration) in the new platform is necessary in order to respond to any opportunity after May 30, 2022. Suppliers are encouraged to register on the new BC Bid platform, in accordance with BC Bid process requirements, well in advance of the Closing Time for the opportunity to which they may want to respond. Supplier registration can take a number of days to complete. Step-by-step guides are available to help users register and create their accounts. Failure to comply with BC Bid requirements is at the supplier's own risk and BC Hydro does not assume any responsibility for the consequences of such non-compliance, including the supplier's inability to submit a response to this or any other BC Hydro opportunity

REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS

1.0 INVITATION

1.1 Background and Purpose

British Columbia Hydro and Power Authority (“**BC Hydro**”) invites Proposals for the following:

RFP Number: RFP 20423

RFP Title: Power Kiosks for Electrical Vehicle Charging Stations

BC Hydro is seeking Proposals to meet its ongoing requirements for the supply of power kiosks for electric vehicle charging stations.

For full details concerning the scope of services included in this RFP refer to Attachment A - Scope of Services.

Background:

BC Hydro is one of the largest electric utilities in Canada. We generate and provide electricity to 95 per cent of British Columbia's population and serve over four million people. The system includes 35 hydroelectric facilities, 300 substations and over 79,000 kilometers of transmission and distribution lines. The electricity generated and transmitted to our customers throughout the province has consistently powered B.C.'s economy and quality of life.

It is our mission to safely provide our customers with reliable, affordable, clean electricity throughout B.C.

To help support the BC Government's geographic connectivity target and 2030 mandate, BC Hydro has been tasked with installing EV charging stations every 150km or less on specified roads across the province of British Columbia. BC Hydro will require the supply of power kiosks for every EV charging station. These power kiosks are intended to distribute and manage electrical power from the grid to BC Hydro's electrical vehicle charging stations to power Level 2 chargers and DC fast chargers, as well as lighting, communications, etc.

BC Hydro expects to purchase approximately 100-200 power kiosks annually. Please note that this range is an estimate and volumes can change considerably in a given year. For more information on the forecasted demand, refer to “Exhibit C.1 – Forecasted Demand”.

Through this RFP, BC Hydro intends to put in place Contracts with approximately three (3) – five (5) suppliers. The initial term of each Contract is anticipated to be five (5) years. At BC Hydro's discretion, this may be extended for a period of up to ten (10) years, in any combination, for a total of up to fifteen (15) years. It is BC Hydro's intent to work with suppliers capable of supplying products based on BC Hydro's current & future requirements as specified in “Attachment A – Scope of Services”. Suppliers should also be able to provide design customizations as and when required by BC Hydro, or in the event that a standard product is not compatible with BC Hydro's charging station needs.

Strategic Objectives:

BC Hydro is taking a strategic approach to the supply of power kiosks for EV charging stations. Specifically, our strategic objectives include, but are not limited to:

- **Reliability:** CSA approved or equivalent, quality product construction, and reliable delivery, to support a rapid EV charging station deployment program.
- **Total Life Cycle Cost/Value:** Minimize costs through opportunities such as higher volume procurement and standardized materials – this includes factors such as
 - Price of the equipment along with expected lifespan and maintenance cost.
 - Cost impact of equipment on design, commissioning, and installation by BC Hydro.
 - Additional costs to BC Hydro related to the use and operation of the equipment.
- **Responsiveness:** Respond quickly to BC hydro needs and optimize customer experience.
- **Future Proofing:** Ensuring that BC Hydro can keep up with technological advancements for equipment, such as new charging technologies.

Suppliers:

BC Hydro is looking for long term, collaborative relationships with approximately three (3) to five (5) suppliers to supply power kiosks for EV charging stations in accordance with BC Hydro's requirements. BC Hydro is seeking partnerships with suppliers who are committed to establishing long-term relationships and are open to providing valuable insights regarding future industry trends and equipment / technology.

Our preferred Suppliers are:

- **Industry Experts and are Reliable** by demonstrating they have relevant experience and abilities to meet BC Hydro's needs.
- **Consistent and Responsive** by having the ability to manage and respond to variations in demand, including the ability to abide by agreed upon timelines with BC Hydro for both planned equipment purchases and unplanned/emergent requests.
- **Quality Focused** by demonstrating reliability and a track record of producing quality products that minimize downtime and are supported by a robust maintenance support program.
- **Collaborative** by demonstrating willingness and ability to participate in early design collaboration when required and focuses on relationship management that drives for continuous improvement and proactive issue resolution once the equipment is installed and in service.

In short, we are looking for trusted and reliable suppliers that we can rely on to provide service excellence from day one and throughout the Contract duration that will meet our requirements for the supply of power kiosks for our EV charging stations.

Contract:

For clarity, this RFP is not intended to create a pre-qualification list. BC Hydro anticipates entering into master agreement-type Contracts with approximately three (3) to five (5) successful Proponents for the supply of power kiosks. The actual number of Contracts awarded will be at BC Hydro's sole discretion. The Contracts are intended to be substantially in the form included with this RFP. Each Contract is expected to be for an initial term of five (5) years and may be extended at BC Hydro's discretion for up to ten (10) additional years through one or more Contract extensions, in any combination for a total of up to fifteen (15) years.

Allocation of Work:

The supply and delivery of power kiosks for EV charging stations will be assigned to the Suppliers by way of Purchase Orders issued on an 'as needed' basis as contemplated in the draft Contract included with this RFP. Such supply and delivery of power kiosks for EV charging stations will be allocated between the Suppliers at BC Hydro's discretion, taking into consideration such factors as BC Hydro considers appropriate in the circumstances, including without limitation: (i) BC Hydro's operational and project-specific needs; (ii) the Suppliers' manufacturing capacity and lead times at the time; and (iii) the Suppliers' performance in relation to the applicable Contracts and any issued Purchase Orders. Work allocation determinations will not involve any secondary competitive process.

Each Proponent acknowledges and agrees that execution of a Contract with BC Hydro under this RFP does not:

- (a) guarantee that BC Hydro will require any particular scope or volume of services from a Supplier;
- (b) guarantee that any POs will be issued to a Supplier under the applicable Contract;
- (c) guarantee that BC Hydro will assign a similar or an equal scope or volume of services to each Supplier; or
- (d) grant a Supplier an exclusive right to perform any of the services covered by the applicable Contract. BC Hydro reserves the right to procure services of the nature covered by this RFP from third parties outside of this RFP, or under any Contract awarded pursuant to this RFP, at its sole discretion.

Refer to Attachment A – Scope of Services for more details on the anticipated contractual requirements.

This RFP applies to and governs the preparation of Proposals in response to this RFP.

Anticipated RFP Schedule:

The anticipated timeline for this competitive procurement process is as follows; however, the actual timing and sequence of events may vary and will ultimately be determined by BC Hydro in its discretion.

Activity	Anticipated Timeline
Informational Meeting	Week of June 24 th , 2024
Notification of Proponents that have advanced to Stage 2 of the evaluation	Week of August 05 th , 2024
In-person Interviews/Presentations (if any)	Week of August 12 th , 2024
Identification of Preferred Proponents	Week of September 02 nd , 2024
Anticipated Contract Award	Week of October 07 th , 2024

Notice of the Informational Meeting will be posted in accordance with Section 6.0 Informational Meetings.

1.2 Definitions

Capitalized terms in this RFP that are not defined in this Section 1.2, have the respective meanings given in the draft Contract Documents. If there is any inconsistency between a term defined in this RFP and a corresponding term in the draft Contract Documents, the defined term in the draft Contract Documents shall govern in this RFP, unless the context requires otherwise:

“**Addendum**” has the meaning set out in Section 3.11;

“**BC Bid Address**” means the “BC Bid Address”, as set out in the Summary of Key Information;

“**BC Hydro**” has the meaning set out in Section 1.1;

“**Closing Time**” means the “Closing Time”, as set out in the Summary of Key Information;

“**Communication**” has the meaning set out in Section 11.10;

“**Contact Person**” means the “Contact Person”, as set out in the Summary of Key Information;

“**Contract**” means the contract to be awarded to the Preferred Proponent pursuant to this RFP;

“**Contract Documents**” means the Agreement as included with this RFP plus the documents listed in Section 2.2 of the Agreement;

“Evaluation Committee” has the meaning set out in Section 8.1;

“FOIPPA” has the meaning set out in Section 11.8;

“Form of Proposal” has the meaning set out in Section 5.1;

“Informational Meeting” has the meaning set out in Section 6.1;

“Preferred Proponent” means a Proponent, selected by BC Hydro under Section 8.6, with whom BC Hydro will seek to negotiate a Contract;

“Proponent” has the meaning set out in Section 2.1;

“Proponent’s Team” means:

- (a) in the case of a Proponent which is a consortia, joint venture, or a partnership, each entity who has been identified as a member of that consortia, joint venture, or partnership;
- (b) all Persons who have been involved in the preparation of the Proponent’s Proposal;
- (c) any Person specifically identified in the Proponent’s Proposal as a Person that will, if the Proponent is selected by BC Hydro, provide a material part of the Services, if any; and
- (d) an Affiliate of any of the foregoing or of the Proponent, where that Affiliate will be providing material resources in support of, or a guarantee on behalf of, that Person, as applicable;

“Proposal” means a proposal submitted by a Proponent pursuant to this RFP;

“Proposal Rates” has the meaning set out in Section 7.1;

“Q&As” has the meaning set out in Section 3.7(b)(i);

“Reference Information” has the meaning set out in Section 3.12;

“Restricted Party” means those persons, entities, firms and organizations (including their former and current employees) who had, or currently have, participation or involvement in this competitive procurement process or the design, planning or implementation of the services which are the subject of this RFP, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents, including those persons, entities, firms and organizations listed in Section 10.2;

“RFP” means this Request for Proposals;

“RFP Documents” has the meaning set out in Section 4.1;

“Summary of Key Information” means the summary of key information included at the top of this RFP, as amended by Addendum from time to time;

“Supplier” means a Proponent with whom BC Hydro has executed a Contract;

Any words or phrases defined elsewhere in this RFP will have the particular meaning assigned to such words or phrases.

1.3 Interpretation

In this RFP:

- (a) words importing the singular include the plural, and vice versa;
- (b) the words “include”, “includes” and “including” are construed as meaning “include without limitation”, “includes without limitation” and “including without limitation”, respectively;
- (c) notwithstanding any other provision in the RFP Documents, no term or condition will be implied into this RFP based on any practice or custom, including any practice or custom in the construction, supply, design, engineering, geoscience, electrical generation or electrical transmission or distribution industries, or in any procedures or guidelines recommended for use on publicly funded construction, supply, design, engineering, geoscience, electrical generation or electrical transmission or distribution projects;
- (d) all requirements utilizing the words “shall” or “must” are mandatory and Proposals must substantially comply or fulfill such requirements. Proposals not clearly demonstrating that they substantially comply with or fulfill the mandatory requirements may not be considered;
- (e) all requirements utilizing the word “should” are desired and the Proponent’s response to such requirements will be considered in evaluating Proposals;
- (f) all statements using the words “may” or “might” are discretionary; and
- (g) any action, decision, determination, consent, approval or any other thing to be performed, made or exercised by or on behalf of BC Hydro, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of BC Hydro, with no requirement to act reasonably or provide reasons, unless otherwise specified under the provisions of this RFP.

2.0 ELIGIBILITY TO PARTICIPATE

2.1 Eligible Parties

Subject to Section 10.0, any interested party (each, a “**Proponent**”) may submit a Proposal in response to this RFP. A Proponent may be an individual, corporation, joint venture or any other legal entity.

3.0 SUBMISSION INSTRUCTIONS

3.1 Delivery of Proposals

Proposals must be delivered electronically, to the **BC Bid Address**.

Proposals delivered to any other address or by any other method (such as by hand, fax or email), will not be considered or accepted.

3.2 Closing Time

Proposals must be received electronically at the BC Bid Address at or before the Closing Time.

3.3 Date and Time of Delivery

Proposals, any amendments or withdrawals will be date and time recorded in accordance with BC Bid's procedures in effect from time to time, and such recording will be deemed conclusively to be correct as to the date and time of receipt.

3.4 NOT USED

3.5 Late Proposals

Proposals received after the Closing Time will not be considered.

3.6 Contact Person

The Contact Person for this RFP, and his or her email address, is set out in the Summary of Key information.

3.7 Enquiries and Responses

All enquiries regarding this RFP should be directed, by email, to the Contact Person, and the following will apply to any enquiry:

- (a) BC Hydro reserves the right, in its discretion, to decline to provide a response to any enquiry. In determining whether to respond, BC Hydro will consider the relevance of the enquiry, fairness to all Proponents and the integrity of this competitive procurement process;
- (b) subject to Sections 3.7(c), (d) and (e), any reply from the Contact Person to an enquiry will be posted to BC Bid as either:
 - (i) a question and answer as part of a question and answer series for this RFP ("**Q&As**"); or
 - (ii) an Addendum;
- (c) a Proponent may request that an enquiry and the response be kept confidential if the Proponent considers the enquiry commercially confidential to it; if BC Hydro determines that an enquiry or the response or both should be distributed to all Proponents, then subject to Sections 3.7(d) and (e), BC Hydro will permit the enquirer to withdraw the enquiry rather than receive a response;
- (d) BC Hydro may decide to keep either or both the enquiry and the response to the enquiry confidential if, in the discretionary judgment of BC Hydro, it is appropriate to do so for the purposes of maintaining the fairness, competitiveness or integrity of this competitive procurement process; and
- (e) BC Hydro reserves the right to issue written notifications to the Proponents through the Contact Person in respect of matters which BC Hydro has identified and determined in its discretion to be relevant and instructive to the Proponents, including in respect of

matters raised through a confidential enquiry, however in the case of a confidential enquiry BC Hydro will not disclose the identity of the Proponent who submitted the enquiry and will endeavor to limit the disclosure to those aspects of the enquiry that BC Hydro considers to be relevant and instructive to all Proponents and this competitive procurement process.

In preparing a response to any enquiry, the Contact Person may consult with other persons, including other BC Hydro employees and BC Hydro's consultants and advisors.

3.8 Electronic Transmission

BC Hydro does not assume any risk or responsibility or liability, including in contract or tort (including negligence), whatsoever to any person:

- (a) that an electronic transmission or communication is received by BC Hydro or BC Bid in its entirety or within any time limit specified by this RFP; or
- (b) for ensuring that any electronic mail or other system being operated by or for BC Hydro or BC Bid is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received.

Without limiting the foregoing, a Proponent assumes, and is solely responsible for, all risks associated with receipt and delivery of all enquiries and other documents, in connection with this competitive procurement process, including the risk of the communication being:

- (c) temporarily or permanently lost, delayed, or misdirected by the internet or by Proponent's, BC Hydro's or a third party's computers, information systems, e-mail systems or servers;
- (d) in any way damaged, deleted, altered, or corrupted during transmission; or
- (e) incompatible with, or unreadable by, BC Hydro's computer systems.

3.9 BC Bid Terms and Conditions

Proponent is solely responsible for reviewing and complying with any applicable BC Bid terms and conditions applying to and governing the use of BC Bid. **(BC Hydro recommends that Proponents check the BC Bid website to obtain current BC Bid terms and conditions.)**

BC Hydro recommends that Proponents allow sufficient time for uploading their Proposals to BC Bid to allow for any potential electronic delays or other issues.

BC Hydro also recommends that Proponents ensure that they are aware of, and comply with, any file size restrictions under the BC Bid terms and conditions in effect from time to time.

3.10 Conflict between this RFP and BC Bid Terms and Conditions

If there is any inconsistency or conflict between the provisions of this RFP and the BC Bid terms and conditions, then the provisions of this RFP will govern.

3.11 Addenda

BC Hydro may, in its discretion, through the Contact Person, amend this RFP at any time by issuing a written addendum (an “**Addendum**”). Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries in accordance with Section 3.7 will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify this RFP. It is the responsibility of each Proponent to ensure that it has received all issued Addenda.

3.12 Reference Information Including Q&As

Any:

- (a) information included in Q&As issued by the Contact Person under Section 3.7; and
- (b) additional information made available to Proponents at any time during the competitive procurement process by BC Hydro or representatives of BC Hydro, including the information, if any, included or described in Attachment C to this RFP, which is not expressly included in the Contract Documents,

(collectively, “**Reference Information**”) is provided for information only, does not form part of, and will not be included as part of the Contract Documents, and may not be used or relied on by a Proponent for the purpose of preparing its Proposal. Such information is made available only for the reference and assistance of Proponents who must make their own judgment about its reliability, accuracy, completeness and relevance to its Proposal, the Contract Documents, and nothing will be interpreted as meaning that BC Hydro or any representative of BC Hydro gives any guarantee or representation that the Reference Information is reliable, accurate, complete, or relevant.

3.13 Revisions Prior to Closing Time

Delivered Proposals may be amended in writing, provided such written amendment is received by BC Hydro at either the BC Bid Address prior to, but not after, the Closing Time. Oral, faxed or emailed amendments will not be considered or accepted.

3.14 Withdrawal of Proposal

Delivered Proposals may be withdrawn at any time by a Proponent submitting a written notice of withdrawal to the Contact Person. A Proposal withdrawn after the Closing Time cannot be resubmitted under this RFP. No withdrawn Proposals will be returned by BC Hydro. Oral or faxed withdrawal notices will not be considered or accepted.

3.15 Language

All Proposals should be in English. BC Hydro reserves the right, in its discretion, to:

- (a) consider any portion of a Proposal that is not in English; or
- (b) not consider any portion of a Proposal that is not in English.

3.16 Obligation to Inform of Material Changes

If, at any time after the submission of a Proposal, there is a material change in any of the information submitted by a Proponent in its Proposal, the Proponent should immediately notify BC Hydro in writing of the material change. In the case of a material change that has already occurred, in circumstances where it was not reasonably practical or legally possible for the Proponent to notify BC Hydro in advance of the underlying transaction or event causing the material change to occur, the Proponent should notify BC Hydro promptly upon the transaction, event or development occurring.

For the purposes of this Section 3.16, a material change includes:

- (a) any change in ownership, control, or management of a Proponent or a member of the Proponent's Team;
- (b) any change to the legal structure of the Proponent or a member of the Proponent's Team, such as the merger or amalgamation with another entity (including another Proponent or member of another Proponent's Team) or the creation of a new joint venture or other legal entity;
- (c) any sale or other transfer to another entity of all, or a material part, of the Proponent's assets;
- (d) any material adverse development impacting: (i) the financial viability; (ii) the capacity or capability to supply and perform the services as described in its Proposal; or (iii) where applicable, the support or backstopping of any affiliated entity or guarantor, of a Proponent or a member of the Proponent's Team;
- (e) any change to any of the members of the Proponent's Team that were included in the Proposal; and
- (f) any occurrence rendering any of the Proponent's representations or disclosures under the Proposal inaccurate or incomplete.

BC Hydro will have the right to take any material change into account in determining whether to award a Contract to a Proponent under this RFP and may, in its discretion, reject the Proposal or permit the Proponent to continue on such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

Where, at any time prior to the signing of a Contract, BC Hydro becomes aware of a material change affecting the Proponent or a member of the Proponent's Team which has not been disclosed by the Proponent in accordance with this Section 3.16, BC Hydro may, in its discretion, reject the Proposal or request that the Proponent, including a Preferred Proponent, notify BC Hydro of such material change in accordance with this Section 3.16 and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness, and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

For clarity, this Section 3.16 applies to the Preferred Proponents right up to and including the date the Agreement is executed by the parties.

4.0 RFP DOCUMENTS

4.1 RFP Documents

The “**RFP Documents**” are as follows:

- (a) this Request for Proposals;
- (b) the Form of Proposal, including the Schedules listed in Section 2 of the Form of Proposal;
- (c) the draft Contract Documents;
- (d) issued Addenda, if any; and
- (e) issued Reference Information (including Q&As), if any.

4.2 Availability of RFP Documents

Subject to Sections 3.7 and 11.9, all RFP Documents, including issued Addenda and Reference Information, if any, relating to this RFP will be posted on BC Bid. It is the sole responsibility of a Proponent to ensure it has received all RFP Documents before submitting a Proposal.

4.3 Completeness of RFP Documents

Proponents are responsible to review the RFP Documents to verify they are complete and should immediately notify the Contact Person, in writing, if the RFP Documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities or errors or omissions.

5.0 FORM OF PROPOSAL

5.1 Form of Proposal

Proposals should be submitted on the Form of Proposal as included with this RFP (the “**Form of Proposal**”), which should be completed to provide all the information as requested on the Form of Proposal or as otherwise required by this RFP. BC Hydro invites Proposals that are responsive to requests for information in the Form of Proposal and is not inviting lengthy generalized submissions with respect to any issue referred to in the Form of Proposal.

5.2 Proposed Amendments to Draft Contract Documents

The Contract Documents describe the proposed commercial terms for the final Contract(s). If any of the terms in the draft Contract Documents are unacceptable to a Proponent, then the Proponent should include a complete list of all proposed amendments to the commercial terms with its Proposal. Proposed amendments should clearly identify the unacceptable commercial

terms and the changes to the commercial terms (including proposed drafting) proposed by the Proponent.

Where a Proponent elects to include proposed amendments to the draft Contract Documents, the Proponent should also include in its Proposal the rationale and the benefit to BC Hydro (such as the amount of cost-savings), if any, for the proposed amendment. Except as may be expressly described otherwise in the Proposal, a Proponent will be deemed to fully accept all the terms of the Contract Documents included in the RFP Documents for the inclusion in the final Contract.

If a Proponent is selected as a Preferred Proponent and subsequently takes exception to any commercial terms of the draft Contract Documents, which exception is not detailed in its Proposal, then BC Hydro may, in its discretion, reject the Proposal and disqualify the Preferred Proponent.

The negotiation of any amendments the Proponent proposes to the draft Contract Documents will be at the sole discretion of BC Hydro.

5.3 Signature

The Proponent's Form of Proposal should be signed by a person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the Proposal and the following will apply:

- (a) if the Proponent is a corporation then the full name of the corporation should be included, together with the name and signature of an authorized signatory;
- (b) if the Proponent is a partnership or a joint venture, then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and an authorized signatory of each partner or joint venturer should sign; or
- (c) if a partner or joint venturer is a corporation then such corporation should sign as indicated in Section 5.3(a).

Unsigned Proposals, in BC Hydro's discretion, may be rejected.

5.4 Numbers and Figures

If the Form of Proposal calls for numbers in both words and figures, then, in the event of a discrepancy, the words will govern.

6.0 INFORMATIONAL MEETINGS

6.1 Informational Meetings

BC Hydro may, at its election, hold informational meetings (each, an "**Informational Meeting**"). If BC Hydro decides to hold an Informational Meeting, then the Contact Person will post a written notice on BC Bid with details regarding such meeting. Attendance at a meeting will be at the discretion of the Proponents, but Proponents who do not attend will be deemed to have received all of the information made available to attendees.

A list of attendees at Informational Meetings may be made available to the public as Reference Information on BC Bid following the meeting.

7.0 PROPOSAL RATES

7.1 Proposal Rates

The Proposal pricing set out in the complete Schedule 3 Schedule of Prices (Excel Workbook) of Schedule 3 – Schedule of Prices included as part of the Form of Proposal to this RFP, submitted by each Preferred Proponent, as such Proposal pricing may be modified in accordance with Section 9.2, (collectively the “**Proposal Rates**”) will be included in the applicable Contract.

8.0 PROPOSAL EVALUATION

8.1 Evaluation Committee

The evaluation of Proposals to identify and recommend those Proponents with whom BC Hydro will seek to negotiate Contracts will be carried out by a committee of one or more persons appointed by BC Hydro (the “**Evaluation Committee**”). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may determine it requires, including technical, financial, legal, and other consultants and advisors, and employees of BC Hydro.

8.2 Evaluation Criteria and Process

BC Hydro will compare and evaluate the Proposals to identify the Proposals which BC Hydro judges to be the most advantageous to BC Hydro by applying the evaluation criteria and processes set out in Attachment B – Evaluation Criteria & Process to this RFP.

8.3 Evaluation Process Rights

To assist in evaluation of Proposals, BC Hydro may, in its discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Proponent and any members of a Proponent’s Team, including reference checks and background investigations on any personnel, subcontractors or subconsultants identified in the Proposal, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Proposals;
- (b) seek clarification or additional information from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals;
- (c) request interviews/presentations with any, some, or all Proponents to clarify any aspects, confirm and enhance BC Hydro’s understanding, and validate BC Hydro’s assessment of their Proposals, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals;
- (d) seek confirmation that the inclusion of any Personal Information about an individual in a Proposal has been authorized by that individual; and

- (e) take into account BC Hydro's knowledge of, and past experience with, a Proponent and the members of the Proponent's Team (including a Proponent's, or member of a Proponent's Team's, performance on previous contracts with BC Hydro, if any), and any information about a Proponent or Proponent's Team member received from third parties and deemed reliable by BC Hydro.

In the evaluation of any Proposal, BC Hydro may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks and verifications.

8.4 Detailed Evaluations

In conducting an evaluation, BC Hydro:

- (a) will not be required to complete a detailed evaluation of all Proposals and may, at any time after completing a preliminary review of all Proposals, identify and drop from any, or further, detailed evaluation any Proposal which BC Hydro judges to not be in contention to be selected as the Proposal of a Preferred Proponent when compared to the other Proposals;
- (b) may reject, without necessarily proceeding with full evaluation, any Proposal that, in BC Hydro's determination:
 - (i) lacks adequate clarity or fails to provide sufficient information to enable BC Hydro to carry out a full and proper evaluation of that Proposal;
 - (ii) is commercially unacceptable;
 - (iii) fails to establish that the Proponent has adequate qualifications, capacity, experience, safety, commercial credibility or financial and other resources to perform the services which are the subject of this RFP;
 - (iv) fails to adequately meet any of the evaluation criteria set out in Attachment B - Evaluation Criteria & Process; or
 - (v) fails to provide a completed Cybersecurity Risk Management Questionnaire, or cooperate with BC Hydro's Vendor Cybersecurity Risk Assessment process, if required under this RFP, or whose cybersecurity risk level (as determined through the Vendor Cybersecurity Risk Assessment) the BC Hydro judges to be unacceptable;

Notwithstanding Section 5.2, BC Hydro may at any time drop from evaluation, or from further evaluation, a Proposal which contains material proposed amendments to the draft Contract Documents that BC Hydro, in its discretion, considers: (i) not to offer sufficient benefits to BC Hydro; (ii) will result in prejudice to BC Hydro; or (iii) to be otherwise unacceptable.

8.5 Reservation of Additional Rights

BC Hydro reserves the right, in its discretion, to:

- (a) at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the services which are the subject of this RFP in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of services;
- (b) accept the Proposal(s) which, applying the evaluation criteria and processes described in Section 8.2, BC Hydro determines to be most advantageous to itself, and, without limitation, select a Proposal(s) which does not have the lowest rates or compensation structure;
- (c) award separate Contracts for portions of the services which are the subject of this RFP;
- (d) if only one Proposal is received, or if an insufficient number of Proposals is received to meet BC Hydro's needs under this RFP, reject any received Proposals, and terminate the process under this RFP, and proceed with the services which are the subject of this RFP in some other manner, including entering into negotiations with one or more Proponents with respect to any matter, including rates or compensation structure;
- (e) reject a Proposal if BC Hydro, considering factors such as, but not limited to, the Proponent's and the Proponent's Team members' financial resources, safety record, claims and litigation history, cybersecurity risk, work history and safety and environmental record, acting reasonably, determines that the acceptance of that Proposal would result in greater overall cost, material risk or prejudice to BC Hydro as compared to the acceptance of one or more other Proposal(s).
- (f) at any time, amend the scope of the services described in Attachment A - Scope of Services of this RFP or modify, cancel or suspend this RFP for any reason;
- (g) at any time, amend any date, time period or deadline provided in this RFP, upon written notice to all Proponents;
- (h) accept, rank or reject any Proposal based on the evaluation criteria and processes set out in Attachment B to this RFP;
- (i) at any time, reject any Proposal that is materially incomplete or irregular, contains any false or misleading statement, claim or information or fails to make any required representation or disclosure;
- (j) at any time, reject any Proposal if such Proposal or any collateral investigations by BC Hydro reveal any criminal affiliations or activities or ethical misconduct by the applicable Proponent or a member of the Proponent's Team where such affiliations, activities or misconduct would, in the opinion of BC Hydro pose a reasonably ascertainable risk of:
 - (i) interfering with the competitiveness, fairness or integrity of this competitive procurement process;
 - (ii) undermining the confidence of the public in the perceived competitiveness, fairness and integrity of this competitive procurement process;
 - (iii) interfering with the Proponent's ability to perform its obligations under the Contract; or

- (iv) causing damage or loss to the physical, cyber, financial or operational security of BC Hydro, including its personnel, assets, systems or facilities;
- (k) negotiate any aspects of any Preferred Proponent's Proposal, including Proposal Rates and compensation structure(s), in accordance with Section 9.2 of this RFP;
- (l) waive a defect, irregularity, non-conformity, or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP (except in respect of the requirement to submit a Proposal by the Closing Time) and accept that Proposal even if such defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;
- (m) reject, disqualify or not accept any or all Proposals or Proponents without any obligation, compensation or reimbursement to any Proponent or any of its Proponent Team members; and
- (n) use any information BC Hydro may acquire through its own investigations, or through disclosures and submissions by the Proponents, and their respective Proponent's Team members, to exercise any of the foregoing Section 8.5 rights as BC Hydro may determine in its discretion.

BC Hydro and the Evaluation Committee are not bound by industry custom or practice in taking any of the steps described in Section 8.3, 8.4 or 8.5, in exercising any of its discretions, in formulating its opinions and considerations, in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proponent's Team member, Proposal, or any part of any Proposal.

8.6 Recommendation of Preferred Proponents

- (a) The Evaluation Committee will recommend the Proponents to be selected by BC Hydro as the Preferred Proponents. BC Hydro reserves the right in its discretion to select Preferred Proponents serially or concurrently and to determine the number of Preferred Proponents that are selected.

9.0 SELECTION AND DEBRIEFING

9.1 Notice to Preferred Proponents

If BC Hydro selects Proponents as Preferred Proponents, BC Hydro will issue a written notice to each such Proponent stating that it is a Preferred Proponent, as applicable.

9.2 Contract Negotiations and Award

BC Hydro may commence negotiations with any or all Preferred Proponents in accordance with this Section 9.2, before or after selection of all Preferred Proponents.

If BC Hydro selects a Proponent as a Preferred Proponent, then such Preferred Proponent will use good faith commercial efforts to negotiate and enter into a Contract with BC Hydro and

agrees not to take any position in the negotiations that is less favorable to BC Hydro than such position in its Proposal.

BC Hydro may:

- (a) conduct negotiations with one or more Preferred Proponents, either serially or concurrently;
- (b) negotiate any aspect of a Preferred Proponent's Proposal, including reductions in the rates and other changes to the compensation structure as set out in the Preferred Proponent's Proposal;
- (c) negotiate any or all of the Preferred Proponent's proposed amendments to the Contract as may be included in its Proposal;
- (d) negotiate terms and conditions different than those contained in the RFP Documents, the Proposal or both;
- (e) offer terms and conditions to a Preferred Proponent that are different than terms and conditions offered by BC Hydro to other Preferred Proponents;
- (f) negotiate and enter into Contracts with Preferred Proponents on terms and conditions that are different; and
- (g) if at any time BC Hydro reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached with a Preferred Proponent within a reasonable time, give that Preferred Proponent written notice to terminate negotiations, in which event BC Hydro may then commence, or continue, negotiations with another Proponent(s) regardless of whether such other Proponent(s) were originally selected as Preferred Proponents under Section 9.1.

9.3 Notification to Unsuccessful Proponents

After entering into Contract(s) with the Supplier(s), BC Hydro will notify unsuccessful Proponents that the Contracts(s) have been concluded by sending a written notice to the applicable Proponent's representative.

9.4 Debriefing

After entering into Contract(s) with the Supplier(s), BC Hydro will conduct a debriefing, upon request of a Proponent, to discuss the relative strengths and weaknesses of that Proponent's Proposal, but BC Hydro will not disclose or discuss any confidential information of any other Proponent. Debriefings should be requested not more than one (1) month after the Proponent has received notification of the RFP outcome.

10.0 CONFLICT OF INTEREST, RELATIONSHIP DISCLOSURE AND RESTRICTED PARTIES

10.1 Reservation of Right to Disqualify

BC Hydro reserves the right to disqualify any Proponent if, in BC Hydro's determination, the Proponent, or any member of the Proponent's Team, has a conflict of interest or an unfair process advantage, whether real, perceived, existing now or likely to arise in the future. This might include, by way of example, access to any relevant confidential information that is not, or would not reasonably be expected to be, available to all Proponents or potentially through a Proponent's use of a key supplier, subcontractor or subconsultant who is also a member of another Proponent's Team.

In the alternative, BC Hydro may in its discretion permit any such Proponent to continue and reserves the right to impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

10.2 Relationship Disclosure: Conflict of Interest and Unfair Process Advantage

Each Proponent should complete and submit with its Proposal a "Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage" attached to the Form of Proposal as Schedule 8, making the declarations and disclosures required therein, with the knowledge and intention that BC Hydro may rely on any such declarations and disclosures.

The Proponent may omit disclosure of relationships that could not reasonably be perceived as giving rise to an actual or potential conflict of interest or unfair process advantage, or create a perception thereof, but BC Hydro encourages Proponents to err on the side of caution in deciding on the scope of their disclosures.

At the time of such disclosure, the Proponent should include sufficient information and documentation to demonstrate that appropriate measures (information safeguards, segregation of personnel, etc.) have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair process advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as BC Hydro may require in its discretion in connection with BC Hydro's consideration of the disclosed relationship and proposed measures. Where a Proponent has disclosed an intention to include, as a member of the Proponent's Team, a supplier, subcontractor or subconsultant that is (or is anticipated to be) a member of another Proponent's team, BC Hydro may in its discretion, in the interests of a fair and transparent process, disclose to any or all Proponents such details of the teaming arrangement, and any measures implemented by the Proponent to address potential conflicts of interest or unfair process advantages, as BC Hydro considers to be appropriate in the circumstances, and doing so will not constitute a breach of any obligation of confidentiality by BC Hydro.

If, at any time before award of a Contract, the Proponent becomes aware of any such relationship that was not disclosed in its Proposal, then the Proponent should, by written notice addressed to the Contact Person, promptly disclose such relationship. Where, at any time prior to the signing of a Contract, BC Hydro becomes aware of a relationship affecting a Proponent or a member of a Proponent's Team which has not been disclosed by the Proponent in accordance with this Section 10.2. BC Hydro may, in its discretion, reject the applicable

Proposal or request that the applicable Proponent, including a Preferred Proponent, notify BC Hydro of such relationship in accordance with this Section 10.2 and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

For clarity, this Section 10.2 applies to the Preferred Proponents right up to and including the date a Contract is executed by the parties.

10.3 Restricted Party

For the purposes of this competitive procurement process, and without limiting the definition of Restricted Parties in Section 1.2, BC Hydro has identified the following Persons as Restricted Parties:

- N/A

This is not an exhaustive list of Restricted Parties. Additional Persons may be added to, or deleted from, the list during any stage of this competitive procurement process through an Addendum.

10.4 Use or Inclusion of Restricted Parties

Each Proponent is responsible to ensure that neither the Proponent nor any member of the Proponent's Team uses or seeks advice or assistance in relation to this competitive procurement process, the MSA or any resulting Work Authorization Contract from any Restricted Party or includes any Restricted Party as a member of the Proponent's Team, except with the prior written consent of BC Hydro pursuant to Section 10.6.

If a Proponent is a Restricted Party, or if a Proponent uses a Restricted Party, in contravention of the foregoing, BC Hydro may, in its discretion, disqualify the Proponent, or may permit the Proponent to continue and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

10.5 Restricted Parties: Acknowledgement and Consent

By submitting a Proposal or otherwise participating in this competitive procurement process, the Proponent, on its own behalf and as authorized agent of each member of the Proponent's Team:

- (a) expressly consents to the Restricted Parties continuing to represent, advise and assist BC Hydro in all matters, including disputes (i.e. any formal proceedings, litigation, arbitration, mediation or other form of formal or information dispute resolution), in relation to this competitive procurement process, any resulting contract(s) and any services or projects contemplated thereunder, including any such matter or dispute in which the interests of BC Hydro are directly or indirectly adverse to the Proponent or any member of the Proponent's Team and despite any confidential or other information of the Proponent or any member of the Proponent's Team that any of the Restricted Parties may have had, or may have, and any solicitor-client or other relationship that the

Proponent or any member of the Proponent's Team may have had, or may have, with any of the Restricted Parties;

- (b) confirms that the Proponent and any members of the Proponent's Team: (i) have obtained independent legal advice with respect to this competitive procurement process, including this Section 10.5, from legal counsel that is not a Restricted Party; or (ii) have had an opportunity to retain legal counsel and obtain independent legal advice with respect to this competitive procurement process, including this Section 10.5, but have elected not to obtain such advice; and
- (c) agrees that the acknowledgements, confirmations and consents provided pursuant to this Section 10.5: (i) are provided for the benefit of, and may be relied upon by, each of BC Hydro and the Restricted Parties; (ii) continue in force and survive the closing and execution of any resulting contract(s) and any termination, suspension, cancellation, completion or expiration of this competitive procurement process; and (iii) remain in effect in relation to any contract(s) resulting from this competitive procurement process.

10.6 Request for Advance Decision

A Proponent, a member of a Proponent's Team, or a prospective member or advisor of a Proponent's Team, who has any concerns regarding: (i) whether a current or prospective employee, advisor or member of that Proponent or Proponent's Team is, or may be, a Restricted Party, (ii) any conflict of interest or unfair process advantage it may have or be perceived to have, or (iii) any potential risk of disqualification, and/or requires BC Hydro consent in respect of any matter, including under Section 10.1 or 10.4, is encouraged to request an advance decision from BC Hydro in accordance with this Section 10.6.

To request an advance decision or consent from BC Hydro, a Proponent, member of a Proponent's Team or prospective member of, or advisor to, a Proponent's Team should submit to the Contact Person, as soon as possible and prior to undertaking the action requiring BC Hydro decision or consent, and in any event not less than 10 business days prior to the Closing Time, the following information:

- (a) names and contact information of the Proponent and the Person for which the advance decision is requested;
- (b) a description of the relevant facts that raise the possibility that the Proponent or Person may be a Restricted Party or a description of the relevant relationship that raises the possibility or perception of a conflict of interest or unfair process advantage, as applicable;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate, minimize or eliminate any conflict of interest or unfair process advantage, including possible access to relevant confidential information or to the Restricted Parties that is not, or would not reasonably be expected to be, available to all Proponents; and
- (d) copies of any relevant documentation.

The onus is on the Proponent to clear any potential conflict of interest, unfair process advantage, or Restricted Party, or to establish any conditions for continued participation, and BC Hydro may require that a Proponent make a request for an advance decision under this Section 10.6. The Proponent fully assumes the risk of disqualification resulting from a failure by

the Proponent, a member of a Proponent's Team or prospective member of, or advisor to, a Proponent's Team to seek a BC Hydro decision or consent in a timely manner in accordance with the foregoing.

10.7 BC Hydro May Make Advance Decisions

BC Hydro may, on its own initiative, independent of any request under Section 10.6, make advance decisions where BC Hydro identifies a potential conflict of interest, unfair process advantage, or a Person who may be a Restricted Party.

10.8 Decisions Final and Binding

A decision of BC Hydro pursuant to Sections 10.6 and 0 is final and binding on the Person(s) requesting the ruling and all other Persons participating in this competitive procurement process, including Proponents, members of a Proponent's Team and BC Hydro. BC Hydro has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended, supplemented or reconsidered.

BC Hydro may provide any decision regarding matters related to conflicts of interest, unfair process advantage or Restricted Parties to all Proponents if BC Hydro, in its discretion, determines that the decision is of general application.

11.0 MISCELLANEOUS CONDITIONS

11.1 Ownership of Proposals

Upon delivery to BC Hydro, all Proposals (and all their contents) become the property of BC Hydro and will not be returned to the Proponents except as BC Hydro, in its discretion, may determine.

11.2 No Obligation to Proceed

Nothing in this RFP will be interpreted as committing BC Hydro in any way to award any Contracts.

11.3 Cost of Preparing a Proposal

Each Proponent is solely responsible for its own costs and expenses incurred in preparing and submitting its Proposal and for participating in this competitive procurement process, including for any meetings, interviews/presentations, due diligence, negotiations or discussions with BC Hydro or BC Hydro's representatives and consultants, relating to or arising from this RFP.

11.4 No Claims

Each Proponent, by submitting a Proposal, irrevocably agrees (for and on behalf of the Proponent and each member of the Proponent's team):

- (a) to waive, and not assert, bring or make, any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence), statutory duty, law, equity, any actual or implied duty of fairness or otherwise against BC Hydro or any of its employees, directors, officers, agents, advisors or representatives, or any one of them,

for any costs, damages or other compensation of whatsoever nature or kind, including for loss or anticipated profits, loss of opportunity, indirect, incidental or consequential damages (collectively, “**Damages**”), for any matter relating directly or indirectly to this RFP or the RFP process, including:

- (i) if BC Hydro rejects, disqualifies or for any other reason fails to accept a Proposal or award a Contract, accepts a non-compliant Proposal or otherwise acts negligently or breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; or
 - (ii) if the RFP process is modified, suspended or cancelled for any reason (including modification of the scope of services under this RFP or modification of the RFP or the RFP process) or BC Hydro exercises any rights under this RFP; and
- (b) recognizing that in extraordinary circumstances a court or tribunal of competent jurisdiction might lawfully choose to not enforce the foregoing waiver and covenant for public policy or equity reasons, that the maximum Damages recoverable by the Proponent in the event the foregoing waiver and covenant are not enforced will be strictly limited to the actual and out-of-pocket costs that were directly and demonstrably incurred by the Proponent in preparing its Proposal.

The above agreements continue in force and survive the closing and execution of any resulting Contracts and any termination, suspension, cancellation, completion or expiration of this RFP.

11.5 No Liability for Delivery to the BC Bid Address

Notwithstanding Section 11.4 by submitting a Proposal to the BC Bid Address, a Proponent irrevocably agrees that BC Hydro will in no manner whatsoever be responsible or liable, including in contract or tort (including negligence), for any mistakes, errors, omissions, oversights, statements, representations or warranties contained in any guideline, guidance or information, written or oral, given to the Proponent by or on behalf of BC Hydro regarding or in connection with the use of BC Bid, including where such mistakes, errors, omissions, oversights, statements, representations or warranties lead or contribute, directly or indirectly, to the Proponent making mistakes, errors, omissions or oversights, or the Proponent’s Proposal being rejected or disqualified.

11.6 No Representation or Warranty

Each Proponent shall investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Proponent 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 BC Hydro employee, consultant or advisor, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 11.6. BC Hydro accepts no responsibility for any Proponent lacking any information.

11.7 Use of RFP Documents

No person may, without the express prior written consent of BC Hydro, use, copy or disclose any information contained in the RFP Documents for any purpose other than for the purpose of preparing a Proposal.

11.8 FOIPPA

Proponents should be aware that BC Hydro is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”). Subject to FOIPPA and this RFP, BC Hydro will endeavour to keep all Proposals (and their contents) confidential.

Each Proponent is responsible for compliance with laws applicable to the collection, use and disclosure of Personal Information, including FOIPPA. If a Proponent includes Personal Information (including resumes) in a Proposal, then by submitting a Proposal a Proponent will be deemed to represent to BC Hydro that the Proponent has obtained written authorization, from the applicable individual(s), including the authorization to the indirect collection of Personal Information by BC Hydro, and that the Personal Information may be forwarded to BC Hydro for the purposes of responding to this RFP and may be used by BC Hydro for the purposes set out in this RFP, including evaluation of Proposals. BC Hydro reserves the right to require proof of such authorization and to reject a Proposal if such authorization is not provided as required by applicable law.

11.9 Proprietary or Confidential Documents

BC Hydro may elect to restrict access to RFP Documents which are proprietary or confidential to BC Hydro by not posting such RFP Documents to BC Bid and making such RFP Documents available in some other manner. As a condition of access BC Hydro may require a Proponent to sign a non-disclosure agreement in a form provided by BC Hydro.

11.10 No Collusion or Solicitation

By submitting a Proposal, the Proponent, for and on behalf of the Proponent and each member of the Proponent’s team, represents and confirms to BC Hydro, with the knowledge and intention that BC Hydro may rely on such representation and confirmation, that the Proponent has prepared its Proposal without any connection, knowledge, comparison of figures, arrangement or collusion (“**Communication**”) with any member of another Proponent’s or potential Proponent’s team, except as disclosed to BC Hydro in accordance with this RFP. For clarity, this prohibition includes Communication in respect of prices, methods, factors or formulas, and the intent to participate or not participate in this RFP process. Also for clarity, Communication is interpreted as being directly or indirectly through a third party or related company, including its parent, a subsidiary or an otherwise affiliated company, and irrespective of whether such communication is intentional, unintentional or through ordinary course communication or reporting.

Each Proponent may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of BC Hydro or to a member of the Evaluation Committee with respect to its Proposal, either before or after submission of its Proposal, except as expressly provided in this RFP. If any representative of a Proponent communicates improperly contrary to this paragraph, then BC Hydro may, in its sole and

absolute discretion, regardless of the nature of the communication, reject the Proposal submitted by the Proponent.

11.11 Disclosure and Transparency

BC Hydro is committed to an open and transparent competitive procurement process. To assist BC Hydro in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.

BC Hydro may publicly disclose the following information without the Proponents prior review or approval:

- (a) the number of Proponents, Preferred Proponents, and Suppliers;
- (b) the names of the Proponents, Preferred Proponents, and Suppliers;
- (c) the names of attendees at Informational Meetings, if any, as per Section 6.1;
- (d) the final Contract(s) excluding those portions that BC Hydro determines, in its discretion, may be redacted having regard to the application of FOIPPA.
- (e) anything the disclosure of which is required by law, or any authority having jurisdiction, including under FOIPPA; and
- (f) information referenced in section 11.12;

Each Proponent agrees that:

- (g) to ensure that all public information generated about the Contract(s) is fair and accurate and will not inadvertently or otherwise influence this competitive procurement process, the disclosure of any public information generated in relation to the Contracts(s), including communications with the media and the public, must be coordinated with, and is subject to prior written approval of, BC Hydro;
- (h) it will notify BC Hydro of any and all requests for information or interviews received from the media; and
- (i) it will ensure that all of the members of the Proponent's Team and others associated with the Proponent comply with the requirements of this RFP.

11.12 Public Disclosure

After a Contract is awarded, BC Hydro may, without limitation, make available to the public on BC Bid the subject matter and value of such Contract and the name and address of the successful Proponent.

ATTACHMENT A - SCOPE OF SERVICES

BC Hydro intends to procure power kiosks for EV charging stations to help support the expansion of British Columbia's Electric Vehicle charging network.

BC Hydro is taking a strategic approach to the supply of power kiosks for EV charging stations. Specifically, our strategic objectives include, but are not limited to:

- **Reliability:** Expand and effectively operate EV charger network, ensuring BC Hydro's targets are met.
- **Total Life Cycle Cost/Value:** Minimize costs through opportunities such as higher volume procurement and standardized materials – this includes factors such as:
 - Price of the equipment along with expected lifespan and maintenance cost
 - Cost impact of equipment on design, commissioning, and installation by BC Hydro.
 - Additional costs to BC Hydro related to the use and operation of the equipment
- **Responsiveness:** Respond quickly to BC Hydro's needs and optimize customer experience.
- **Future Proofing:** Ensuring that BC Hydro is able to keep up with technological advancements for equipment.

Note to Proponents: The scope of Services set out below provides a general description of BC Hydro's desired outcomes over the term of the Contract. Additional detail will be added to each section in the Contract to reflect solutions identified in the Preferred Proponent's Proposal and negotiations between the parties, where applicable.

1. Products

Summary:

The power kiosks are intended to provide electrical power to BC Hydro EV charging sites (for example, Level 2 and DC fast chargers, lighting, communications, etc.). These units will be installed throughout the province of BC. The design should account for the region's climatic conditions, including heavy rain, snow loads, wind loads, and seismic activity.

Scope:

The power kiosks shall be designed to various input/output voltage levels and current ratings, including but not limited to:

- 1-ph, input: 120/240V, output: 120/240V up to 600A
- 3-ph, input/output: 120/208V, up to 1600A
- 3-ph, input: 277/480V, output: 277/480V, up to 1600A
- 3-ph, input: 347/600V, output: 277/480V, up to 1600A

Enclosure:

- The power kiosk enclosure shall be rated for outdoor use throughout BC (Type 3R or better/equivalent).
- The power kiosk shall have a channel base, sufficient to keep the entire unit from bowing or bending when suspended during installation.
- Fixed lifting eyes shall be provided on the top of the power kiosk for installation of the unit.
- All equipment mounted inside the power kiosk must be adequately braced for seismic restraint, as well as shipping and transportation.
- Preference will be given to compact, space-efficient enclosure designs.
- Doors must latch at multiple points to prevent tampering (e.g., inactive leaf latches up/down, overlapping active leaf latches up/down, and inactive leaf). The door handle shall allow for locking using a “Gatekeeper” multi-padlock adapter (currently we use two padlocks with either providing access).
- Designed to prevent condensation and water from dripping onto electrical components.

Electrical and Service Entry:

- Incoming utility wireway shall conform to BC Hydro Requirements for Secondary Voltage Revenue Metering and BC Hydro ES54 S2-01 standards (<https://app.bchydro.com/content/dam/BCHydro/customer-portal/documents/distribution/standards/ds-ES54-S2-01-secondary-three-phase-services-120-208V-and-347-600V-up-to-1600A.pdf?accept=accepted>)
- PT/CT compartment shall conform to BC Hydro requirements for Secondary Voltage Revenue Metering.
- The meter cabinet/socket shall conform to BC Hydro requirements for Secondary Voltage Revenue Metering.
- The design shall include allowance for external antenna access.
- Power kiosk shall have option for step-down transformer(s) for EV chargers and other loads (various capacities, up to 1 MVA).
- The transformer insulation rating should be at least 180°C. The temperature rise maximum should be 115°C.
- The transformer should be mechanically protected and located to control heat transfer impacting temperature-sensitive components such as thermal magnetic circuit breakers and field wiring terminations.
- Protection circuitry should ensure the transformers are protected from loss of phase, unbalanced phase, and undervoltage.
- Power kiosk shall have option for suitable transformer and circuit breakers for miscellaneous/auxiliary devices such as heating/cooling loads, lighting, satellite modems, etc.

- Power kiosk shall have internal 120 V service receptables for communication equipment and maintenance personnel.
- Power kiosk shall have a small internal shelf to mount communication equipment.

HVAC:

- The power kiosk shall be operable between ambient temperatures of -40°C to +40°C. BC Hydro will accept power kiosks operating in extended temperature ranges beyond this specification.
- Power kiosk shall be equipped with applicable HVAC devices/systems to ensure internal operating temperatures remain within the internal components' operating temperature limits.

Finish:

- The power kiosk's exterior shall be smooth finish, powder-coated grey colour, and able to be wrapped in vinyl.
- The interior should be white with reflective foil (insulation cover).

Maintenance:

- The design should consider ease of maintenance for future inspections, repairs, and upgrades to all equipment within the power kiosk.
- All internal components shall be easily accessible from the power kiosk doors for servicing.

Compliance and Certification:

- The power kiosk shall comply with CSA (or equivalent) and other relevant local codes, regulations, and permits applicable to electrical installations in BC.
- The power kiosk shall be certified by Technical Safety BC (TSBC) acceptable to CSA or CUL standards (or equivalent).

Documentation and Drawings:

- The Supplier shall provide detailed design calculations, drawings, and specifications that clearly depict the structure, including dimensions, materials, connections, and load calculations.
- Final designs must be signed & sealed by a Professional Engineer registered in BC.

2. Services

The Services required from the Supplier under Purchase Orders issued under the Contract will, without limitation, include the following:

Design & Customization

BC Hydro is seeking suppliers capable of providing power kiosks that can be scaled to meet varying power demands and may require the supplier to customize their standard product offerings to meet BC Hydro requirements (E.g., Enclosure Dimensions, Power Capacity, Output Configuration, etc.). The provision of design customization services for the power kiosks should be made available on an as-needed basis to BC Hydro, should the proponent's existing product specifications vary from BC Hydro requirements.

BC Hydro would require proponents & products where the design changes required are minimal and straightforward for a specific requirement.

Logistics

Shipping and logistics to deliver Delivered Duty Paid ("DDP") as per Incoterm 2020 ICC Publication No. 723 equipment to Powertech Labs 12388-88th Avenue, Surrey, BC V3W 7R7 or designated BC Hydro facility.

3. Supply and Warranty

- Spare parts supply, as required.
- Warranty

Refer to GC.19; Appendix A – General Conditions to the draft Contract included with this RFP.

4. Account Management

BC Hydro considers efficient and effective account management to be of significant importance to the success of the Contract.

The Supplier will work proactively to manage the contractual relationship throughout the term of the Contract in a manner that will:

- a) provide Service excellence that drives customer satisfaction and that is both consistent and reliable; and
- b) enable BC Hydro to meet its strategic objectives.

As part of the Services, the Supplier will provide;

- a) Relationship Manager – A single point of contact who has the authority, experience, and accountability to manage the overall account including, but not limited to, quality management of the services and resources, issue resolution, management and review

of Key Performance Indicators and related Service Level Objectives and development and implementation of continuous improvement;

- b) Support Team – An effective support team as necessary to deliver the services to a high standard; and
- c) Day to Day Management and Reporting – Proactive monitoring and management of the Service and reporting.

5. Continuous Improvement

Continuous improvement of services is a priority for BC Hydro. The Supplier's support in this area will be important for the success of the Contract.

The Supplier acknowledges that BC Hydro seeks continuous improvement while ensuring that total cost (direct and indirect) and value is optimized.

The Supplier will proactively identify innovations, improvements, cost saving and value adding ideas, options or initiatives that could advance BC Hydro's objectives. BC Hydro and the Supplier will establish an annual directional target for Supplier generated continuous improvement ideas. BC Hydro will make the final determination of which ideas, options or initiatives will proceed.

ATTACHMENT B - EVALUATION CRITERIA & PROCESS

Subject to BC Hydro's rights under the RFP Documents or otherwise, Proposals will be progressively evaluated as set out in this Attachment B - Evaluation Criteria & Process.

Without limitation, BC Hydro may at any time choose to drop a Proposal from evaluation in accordance with Section 8.0 of the RFP, including Section 8.4.

Pre-Screening:

Proposals will be initially reviewed and assessed by BC Hydro to determine whether, in BC Hydro's discretion, each Proponent has demonstrated, or BC Hydro is otherwise satisfied, such that there is a reasonable prospect that the Proponent could be in contention to be selected as a Preferred Proponent, that the Proponent has:

- Demonstrated expertise in providing power kiosks for electric vehicle charging stations, approved by relevant regulatory bodies such as CSA (Canadian Standards Association) or equivalent acceptable to BC Hydro, similar in size and nature to those described under this RFP, and;
- Demonstrated experience working under North American utility distribution standards such as BC Hydro's ES54 distribution standards or any other North American utility distribution standards.

STAGE 1

Each Proposal that passes the pre-screen will be comparatively evaluated to determine the Proposals that, in BC Hydro's discretion, should advance to Stage 2 as being in contention to be selected as the Proposal of the Preferred Proponent when compared to other Proposals on the basis of demonstrated capability to meet BC Hydro's requirements as stated under this RFP.

BC Hydro will make the determination described above by arriving at a score, out of a total of 100 points, by awarding points in its discretion for the Proponent's responses to the questions in Schedule 2 - RFP Submission Requirements of the Form of Proposal, (the "**Stage 1 Assessment**"), based on the following weighted criteria:

Qualitative Assessment*	Available Points
Experience, Capability & Strategic Partnership	30
Delivery Timeline, Capacity, & Security of Supply	35
Kiosk Design & Variants	35
Total	100

BC Hydro intends to advance approximately five (5) to seven (7) proponents with the highest scores to Stage 2. However, the final number will be determined by BC Hydro in its discretion, depending on the number of Proposals received and the quality of responses to the questions in Schedule 2 – RFP Submission Requirements of the Form of Proposal.

STAGE 2

In Stage 2 of the evaluation, each Proponent who has advanced will be further assessed as follows at BC Hydro's discretion:

Proponent Presentation Assessment: Proponents may be requested to provide a Proponent presentation at the time, date, and method (virtual/physical) to be specified by the Contact Person following completion of Stage 1. If a presentation is requested, Proponents should ensure that the proposed Proponent's representative is in attendance. BC Hydro will also notify Proponents of any additional Proponent personnel that should attend. The purpose of the Proponent presentation will be to clarify any aspects, and to confirm and enhance BC Hydro's understanding of the Proponent's Proposal, to validate BC Hydro's assessment of the Proposals, and to ask additional questions as determined by BC Hydro in its discretion.

Reference Check Assessment: BC Hydro may conduct such reference checks and background investigations, in accordance with Section 8.3 of the RFP, as it considers necessary, including contacting any of the references identified by the Proponent in accordance with Schedule 4 – Proponent's References of the Form of Proposal. BC Hydro may in its discretion choose to proceed without conducting any reference checks/background investigations in respect of, any or all Proponents.

Following the Proponent Presentations and Reference Check Assessments, if any, BC Hydro may update the Stage 1 Assessment, as applicable (the "**Updated Stage 1 Assessment**")

Pricing and Cost Assessment: BC Hydro will conduct an assessment of overall cost including the estimated cost calculated on the basis of the submitted list price and any other submitted pricing components that BC Hydro determines may impact overall cost. Assessment will also consider any other factors that BC Hydro determines in its discretion may impact cost.

Contract Assessment: BC Hydro may carry out an assessment of the nature and significance of any proposed amendments to the commercial terms of the draft Contract submitted by each Proponent in accordance with Section 5.2 of the RFP, including BC Hydro's assessment of the benefit or impact of such proposed amendments.

Financial Assessment: Each Proponent's financial information, submitted in accordance with Schedule 9 – Financial Information of the Form of Proposal, may be assessed to determine whether the Proponent has demonstrated to BC Hydro's satisfaction that the Proponent is financially viable, has the financial capacity and is properly financially committed to undertake and complete the obligations contemplated by the draft Contract.

(Collectively, the "**Stage 2 Assessments**")

STAGE 3

In Stage 3, BC Hydro will use (i) the information contained in the Proposals of the Stage 2 Proponents, (ii) BC Hydro's forecast of its needs, internal costs, and available budget; (iii) the Stage 1 Assessment or the Updated Stage 1 Assessment, as applicable, (iv) the Stage 2 Assessments (to the extent carried out), and (v) any other information obtained pursuant to Section 8.3 of the RFP, to select as the Preferred Proponents the Proponents that are, in BC Hydro's discretion, most advantageous to BC Hydro based on the following equally weighted criteria:

- BC Hydro's overall confidence in each Proponent's ability to contribute to BC Hydro achieving its strategic objectives for the supply of Power Kiosks for Electric Vehicle Charging Stations.
- Overall annual and long-term cost to BC Hydro using BC Hydro's forecast.
- Optimal commercial and non-commercial trade-offs, such as Proponent's deviations from commercial and non-commercial RFP requirements, ability to ensure ongoing security of supply, ongoing market competitiveness, and any other risk factors identified.

The Stage 1 Assessment (or the Updated Stage 1 Assessment, as applicable) and the Stage 2 Assessments, to the extent carried out, will be one of the inputs into the above noted determination and are not on their own determinative of the outcome of the RFP.

Although it is anticipated that, at the conclusion of Stage 3 of the evaluation, the Evaluation Committee will recommend approximately 3-5 Proponents to be selected as Preferred Proponents in accordance with Section 8.6 of the RFP, the final number of Preferred Proponents will be determined by BC Hydro in its discretion, depending on its forecasted needs and the number and quality of the Proposals received.

ATTACHMENT C – REFERENCE INFORMATION

Reference Title	Attachment Number
Forecasted Demand	Exhibit C.1
Power Kiosk Sample Designs	Exhibit C.2
BC Hydro Electric Vehicle Charger Sample Specifications	Exhibit C.3

EXHIBIT C.1 – FORECASTED DEMAND

The following information is provided to assist Proponents in understanding BC Hydro’s potential demand for the supply of Power Kiosks for EV Chargers. This forecast is representative of BC Hydro’s anticipated needs for illustrative purposes only and does not commit BC Hydro to award any Purchase Orders, or to assign any or a specific volume of work. In accordance with Section 3.12 of the RFP, the information contained in this Attachment **does not form part of and will not be included as part of the Contract or any Purchase Orders.**

Annual Volume Forecast:

The below forecast indicates the anticipated number of units of power kiosks for EV charging sites BC Hydro currently expects to require over the duration of the initial Contract term. There are currently no forecasted estimates for years after Fiscal year 2031.

Fiscal Year	Volume Forecast*
Fiscal Year 2026 (April1, 2025 – March 31, 2026)	108
Fiscal Year 2027 (April1, 2026 – March 31, 2027)	131
Fiscal Year 2028 (April1, 2027 – March 31, 2028)	155
Fiscal Year 2029 (April1, 2028 – March 31, 2029)	165
Fiscal Year 2030 (April1, 2023 – March 31, 2030)	191
Fiscal Year 2031 (April1, 2030 – March 31, 2031)	171

*** Kiosks required in any given fiscal year are not expected to be purchased all at once, but rather through Purchase Orders staggered throughout each fiscal year. BC Hydro anticipates issuing Purchase Orders for the first batch of the power kiosks as soon as possible after contract award in 2024 to ensure delivery no later than May 2025. Purchase Orders may be issued for the delivery of kiosks prior to May 2025, contingent upon the supplier’s ability to meet the delivery timelines.**

Exhibit C.2: Power Kiosk Sample Design

The power kiosk sample design herein serves solely as a reference for proponents and does not constitute the final design for the power kiosks required by BC Hydro. BC Hydro shall furnish precise design customizations as necessitated, corresponding to the finalized requirements.

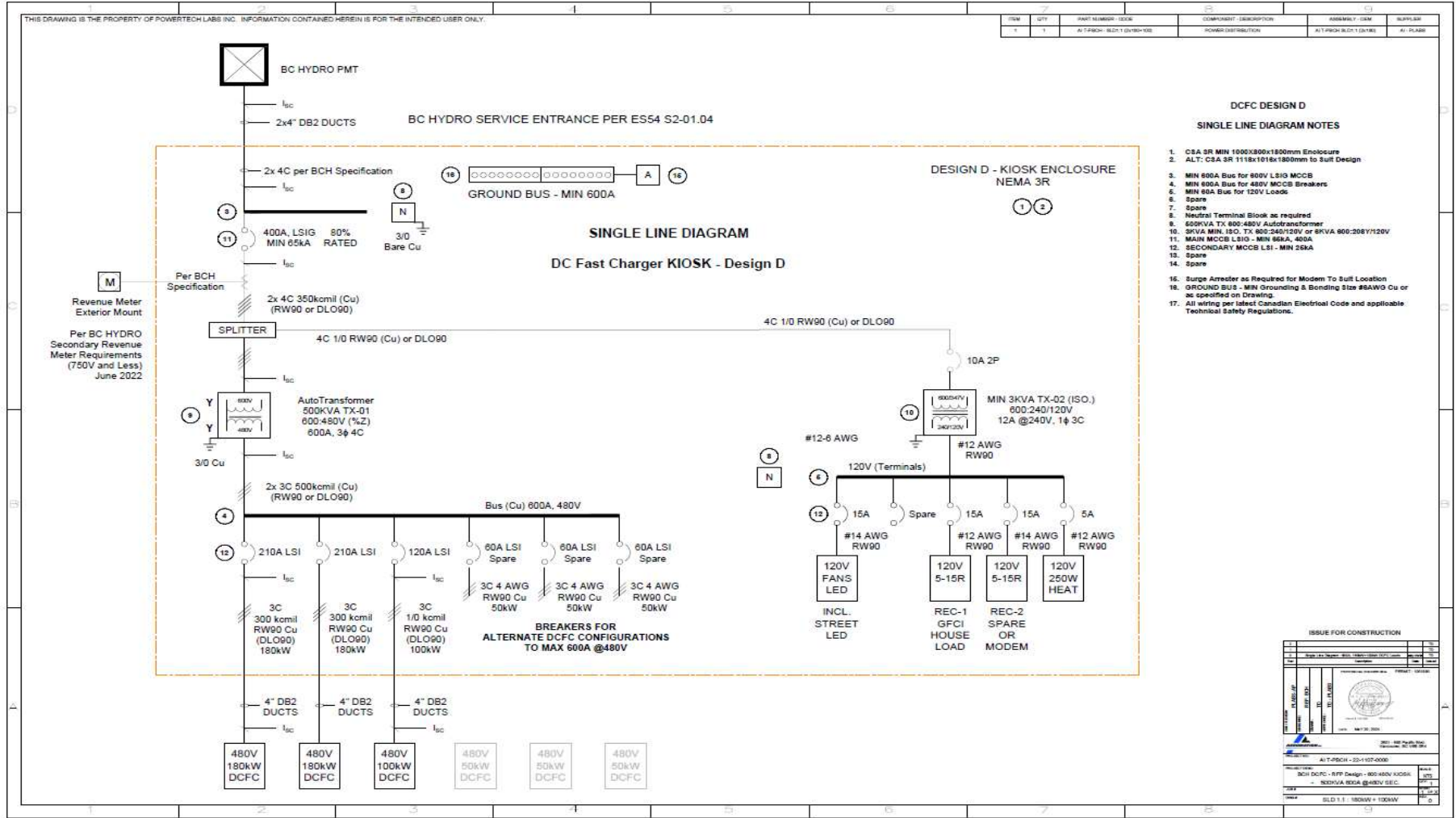


Exhibit C.3: BC Hydro Charger Sample Specifications

The EV charging station specifications listed below represent a selection of chargers utilized by BC Hydro, however, it is not exhaustive. Future requirements & charger types may vary, necessitating customization of the kiosk to meet specific needs as they arise. The specifications are listed to provide proponents insight into the requirements and to facilitate an understanding of BC Hydro EV charger configurations. The EV charger specifications below are not to be construed as final in any manner or form.

Sample Specifications 1 – Electric Vehicle Charger [ABB Terra 400 UL]

Power Specification

DC Output:	Output power: 400 kW Dynamic Power Sharing: 50 kW increments Output voltage: 150-920 V Output current (peak): 600 A Total system efficiency: 96.5 %
AC Input:	Nominal voltage (CE): 400 Vac (UL): 480 Vac Nominal input current (RMS) (CE): 616 A (UL): 513 A Frequency (CE): 50 Hz (±5 %) (UL): 60 Hz (±5 %) Earthing systems: TN-C, TN-C-S, TN-S, TT Inlet cable size: 2 x 240 mm ² (9.45 in ²) recommended, max. 38 mm (1.50 in) diameter Power factor: > 0.98 @ full load Total Harmonic Distortion (THD): < 5 % Overvoltage category: III SPD: Type 1 + 2

System Specification

Operating Conditions:	Operating from -30 °C to 55 °C (-22 °F to 131 °F) Storage/transport from -30 °C to 70 °C (-22 °F to 158 °F) Altitude: 2000 m (6561 ft) Humidity: Up to 95 %, non-condensing Impact resistance: IK10 (Display: IK08) IP rating: IP54, NEMA 3R; indoor and outdoor rated Noise emission: 65 dB(A) @ 1 m, 25 °C (77 °F), full power, on front door Intended use: Indoor and outdoor Mounting options: Floor mounted Environment pollution degree: Class 3 (outside), Class 2 (inside)
Dimensions:	(H x W x D): 2256 x 810 x 790 mm (88.8 x 31.9 x 31.1 in) Weight: 730 kg (1610 lbs) Accessibility: Meets ADA requirements for height, reach, and user interface

A400.abb-emobility.com

ABB E-mobility

Sample Specifications 2 – Electric Vehicle Charger [ABB Terra 184]

General specifications		
Parameter	Specification	
Compliance and safety	UL 2202:2009 R2.18 CSA STD C22.2 No 107.1-16	
Parameter	Specification	
	FCC Part 15 Class A FCC Part 22, FCC Part 27 RSS-132 Issue 3, RSS-139 Issue 3, RSS-199 Issue 6 CHAdeMO 1.2	
IP rating	The type plate shows the specification. Refer to section 3.1.	
IK rating according to IEC 62262: enclosure	IK10	
IK rating according to IEC 62262: touchscreen	IK08	
Short circuit current rating	65 kA	
Electro Magnetic Compatibility (EMC) rating	FCC Directive Immunity: Class A Emissions: Class A	
Parameter	Specification	
	CCS 1 and CCS 2	CHAdeMO
Voltage rating of the connectors on the EVSE	200 - 1000 V DC	150 - 500 V DC
Maximum voltage that the EVSE can deliver	920 V DC	500 V DC In Japan: 450 V DC
Power current rating (air-cooled cables)	150 A 200 A 400 A	125 A 200 A

FORM OF PROPOSAL

RFP 20423– Power Kiosks for Electrical Vehicle Charging Stations

To: British Columbia Hydro and Power Authority (“**BC Hydro**”)

Capitalized terms used but not defined in this Form of Proposal have the meanings assigned to such terms in the Request for Proposals applicable to this Form of Proposal (the “**RFP**”) unless the context requires otherwise.

1. PROPONENT INFORMATION

This Proposal is submitted by:

Instructions to Proponents

For this Section 1. Proponent Information, please complete the tab titled “Proponent Information” in the included “RFP 20423_Form of Proposal – Excel Workbook.xlsx”

Refer to the Instructions tab within the workbook for specific instructions on how to complete the workbook.

2. RFP DOCUMENTS

The RFP Documents include the following documents attached to this Form of Proposal:

Schedule Title

Schedule 1: Pre-Screening Criteria

Schedule 2: RFP Submission Requirements

Schedule 3: Schedule of Prices

Schedule 4: Proponent’s References

Schedule 5: Subcontractors

Schedule 6: Proposed Amendments to Commercial Terms

Schedule 7: Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage

Schedule 8: Financial Information

3. PROPONENT'S DECLARATIONS

The Proponent declares and confirms it:

- (a) received, has examined, and understands the RFP Documents, including any issued Addenda;
- (b) agrees to all terms and conditions of the RFP;
- (c) has full knowledge of the services required to be performed by it in accordance with the Contract;
- (d) complied with the RFP;
- (e) completed and included with this Proposal all documents listed in Section 2 of this Form of Proposal;
- (f) prepared this Proposal with the genuine bona fide purpose of being selected as Preferred Proponent, without collusion or fraud and in fair competition with other Proponents, and affirms the representations set out in Section 11.10 of this RFP; and
- (g) made all relevant disclosures requested in this RFP and this Proposal does not contain any false or misleading statements or information
- (h) It will comply with applicable labour and employment laws and adopt responsible business practices and use reasonable efforts to ensure no forced labour or exploitation of children occurs throughout its supply chains if awarded the Contract, as required under GC.23.3.

4. PROPONENT'S OFFER

The Proponent offers to perform and complete all of the Services and provide all the labour, equipment, and material all as set out in the Contract Documents, in strict compliance with the

Contract Documents and for the Proposal Price, subject to the provisions of the Proponent's Proposal.

This Proposal is executed by the undersigned as of the date noted below.

[Proponent's Full Legal Name]

[Note: Insert appropriate signature block as required by Section 5.5 **Error! Reference source not found.** of the RFP]

_____*
Authorized Signatory

Name and Title of Authorized Signatory

Date

*If a Proponent delivers its Proposal to the BC Bid Address, then such Proponent acknowledges that the use of its "e-bidding key" (as defined in the BC Bid Terms and Conditions) constitutes the legal equivalent of the signature of the Proponent's authorized representative on the delivered Form of Proposal, and the Proponent agrees that such use constitutes and will be deemed to be the Proponent's agreement to be bound by the terms and conditions of this Form of Proposal as if the Proponent's authorized representative had, in fact, signed this Form of Proposal.

SCHEDULE 1

PRE-SCREENING CRITERIA

BC Hydro considers the following to be a key component of a successful Proponent Proposal. Proposals will be reviewed to determine Proponents' ability to satisfy the following criteria. Without limiting its other rights under the RFP Documents or otherwise, only those Proponents that have satisfied the pre-screen criteria, as determined by BC Hydro in its discretion, will advance.

Complete the table below:

Pre-Screening Criteria	Confirmation
Demonstrated expertise in providing power kiosks for electric vehicle charging stations, approved by relevant regulatory bodies such as CSA (Canadian Standards Association) or equivalent acceptable to BC Hydro, similar in size and nature to those described under this RFP, and;	Yes <input type="checkbox"/>
Demonstrated experience working under North American utility distribution standards such as BC Hydro's ES54 distribution standards or any other North American utility distribution standards.	Yes <input type="checkbox"/>

SCHEDULE 2 – RFP SUBMISSION REQUIREMENTS

Proponents should respond to the questions under each heading clearly and concisely.

BC Hydro is providing the entire RFP in PDF format and the Form of Proposal, including applicable Schedules in Microsoft Word and or Microsoft Excel format for ease of completion. The tables below are expandable. If you require further space, ensure all question numbers are clearly referenced in appendices for ease of evaluation. Note that questions may refer to “you” or “your company” or “your organization” or like terms, all o terms refer to the Proponent unless the context otherwise requires.

Any attachments required to supplement your response should be clearly cross-referenced and included with your submission package.

Do not provide the information requested in this RFP simply by referring to information that is, or has been, submitted to BC Hydro outside of this RFP.

Q1: Demonstrated Experience

BC Hydro is seeking firms with relevant and demonstrated experience and expertise in supplying power kiosks for EV charging stations similar in nature to those described under this RFP.

- a) To help us understand your organization’s experience and expertise, provide a summary of your experience as it relates to design, manufacturing and supplying power kiosks for EV charging stations or other similar applications. Please provide at least 2 and no more than 3 examples of recent clients you’ve worked with to supply either Power Kiosks or other equipment similar in nature to those described under this RFP.
- b) Provide a summary of your experience as it relates to North American utility service connection standards, similar in nature to those described in Appendix A: Scope of Services. (E.g. <https://app.bchydro.com/content/dam/BCHydro/customer-portal/documents/distribution/standards/ds-ES54-S2-01-secondary-three-phase-services-120-208V-and-347-600V-up-to-1600A.pdf?accept=accepted>)

Please limit your response to this question (Q1) to no more than 2 pages, font 11.

A1 a)

A1 b)

Q2: Delivery Timeline & Capacity

To meet BC Hydro's project timelines for the fiscal year 2026, (April 1, 2025 – March 31, 2026), BC Hydro anticipates an initial delivery of power kiosks by May 2025 or earlier.

- a) To help us understand your organization's capacity to deliver the power kiosks, please populate the tables below to provide an estimated timeline to deliver power kiosks with the specifications provided in Appendix A – Scope of Services. The timeline should reflect the duration between receipt of Purchase Order and Delivery at our Powertech facilities (Refer Appendix F – Supply Schedule in the Contract document for the complete address).
- b) BC Hydro's estimated forecast for power kiosks indicate an annual volume increase. Please refer to the forecasted volumes in Exhibit C.1 – Forecasted Demand*. Describe your manufacturing capabilities and production capacity for power kiosks. In your descriptive response of manufacturing capabilities, please include:
 1. Facility details, product / facility certifications, and standards (e.g., ISO 9001 or equivalent)
 2. Maximum monthly capacity for design, fabrication, and supply of power kiosks.
 3. Maximum annual capacity for design, fabrication, and supply of power kiosks.

Please limit your response to this question (Q2b) to no more than 1 page, font 11.

** These forecasts are representative of BC Hydro's anticipated needs for illustrative purposes only and will be used to ascertain the supplier's ramp-up capabilities over the term of the contract.*

A2 a)

<u>Variant 1</u>	1-ph, input: 120/240V, output: 120/240V up to 600A		
Delivery Timeline (in Weeks)			
Capacity (units)	25	50	100

<u>Variant 2</u>	3-ph, input/output: 120/208V, up to 1600A		
Delivery Timeline (in Weeks)			
Capacity (units)	25	50	100

<u>Variant 3</u>	3-ph, input: 277/480V, output: 277/480V, up to 1600A		
Delivery Timeline (in Weeks)			
Capacity (units)	25	50	100

<u>Variant 4</u>	3-ph, input: 347/600V, output: 1 277/480V, up to 1600A		
Delivery Timeline (in Weeks)			
Capacity (units)	25	50	100

A2 b)

Q3: Security of Supply

Considering the extended length of the Contract, BC Hydro seeks to develop long-term, collaborative, and sustainable relationships to ensure consistent delivery of high-quality products and services, throughout the contract duration. Please answer the following questions, and provide examples, if and where applicable.

- a) What are the primary risks you see within your own supply chain? What are some risk mitigation strategies that your organization implements? If applicable, please provide examples.
- b) Describe your approach to managing inventory and associated costs while ensuring product availability throughout the duration of the Contract.
- c) Using the volume of kiosks forecasted per the Exhibit C.1 – Forecasted Demand, what proportion of your business would BC Hydro constitute, if you were to receive the full order of volumes forecasted in Exhibit C-1 for the year 2026?

Please limit your response to this question (Q3) to no more than 2 pages, font 11.

A3 a)

A3 b)

A3 c)

Q4: Kiosk Design & Variants

BC Hydro is seeking suppliers capable of providing power kiosks that can be scaled to meet varying power demands and may require the supplier to customize their standard product offerings to meet BC Hydro requirements (E.g., Enclosure Dimensions, Power Capacity, Output Configuration, etc.).

- a) To help us understand your organization’s ability to provide power kiosks as per specifications in the Appendix A – Scope of Services, please provide examples of the various product offerings of your organization.

- b) BC Hydro may at its discretion, require design customizations to enable compatibility with existing and future EV charging infrastructure. Describe the ease of integration / flexibility of integrating design customizations to your existing product offerings, to meet BC Hydro’s requirements. If you have provided customized kiosk designs for other clients, please provide up to 3 examples of the customizations either in the form of Single Line Diagrams or explaining the type of customizations in the answer section below under A4 b).

- c) Do the design customizations increase the overall lead time of the power kiosks? Provide details in number of weeks, should BC Hydro choose to opt for custom designed power kiosks. Consider variability and customization around Enclosure Dimensions, Power Capacity, Output Configuration.

Please limit your response to this question (Q4) to no more than 2 pages, font 11 (excluding drawings and similar attachments).

A4 a)

A4 b)

A4 c)

Q5: Strategic Partnership

RFP 20423 is intended to be a long-term strategic contract for BC Hydro in alignment with our broader electric vehicle charger connectivity targets across the province. We are looking for suppliers that share similar values of collaboration, transparency, and reliability.

- a) Please describe your organization values and how they align with BC Hydro’s strategic objectives of this RFP.

- b) Please provide details regarding the relationship management strategy for RFP 20423. In your answer, please address:
 - o Key personnel for the Contract, including their name, title, years of experience. Please provide an organizational chart which lays out the proposed team for the Contract.

 - o Your approach to transition, including knowledge transfer, if/when there are changes to the key personnel, during the term of the Contract.

 - o Your approach to issue identification, escalation, and resolution.

- c) Priority Client Status: How will your organization ensure that BC Hydro will remain a priority client over the duration of the Contract?

Please limit your response to this question (Q5) to no more than 2 pages, font 11.

A5 a)

A5 b)

A5 c)

SCHEDULE 3 – SCHEDULE OF PRICES

1. All Proposal Rates unless expressly stated otherwise:
 - (a) will be deemed to be in Canadian dollars (and if any compensation is expressed in any other currency, then for the purposes of evaluation BC Hydro will convert such price to the Canadian dollar equivalent, calculated as of the Closing Time); and
 - (b) will be deemed to include all applicable duties and all costs of performing the Services and all applicable taxes, except only GST and PST where applicable.
2. The Proponent should fully complete Schedule 3 - Schedule of Prices (Excel Workbook) by following the instructions and providing rates in the cells indicated.
3. Where the Proponent does not enter a price as requested in Schedule 3 - Schedule of Prices (Excel Workbook) to the Form of Proposal then the price will be inserted by BC Hydro for the purposes of evaluation only. The price inserted will be the highest rate received amongst all Proponents. However, if the Proponent is determined to be a Preferred Proponent, BC Hydro will negotiate that price with the Preferred Proponent.
4. Terms of Payment are provided in GC.6 of Appendix A and Appendix E - Schedule of Quantities and Prices of the Contract. Refer to Appendix E for BC Hydro's proposed price escalation mechanism.

Instructions to Proponents

Complete Schedule 3 – Schedule of Prices (Excel Workbook)

Refer to Tab: Instructions for specific instruction on how to complete the workbook.

SCHEDULE 4 – PROPONENT’S REFERENCES

The Proponent should list at least three recent customer references where the Proponent has provided similar services to that required by BC Hydro described in this RFP.

Include the name of the customer, a key contact person, a telephone number for that key contact person, and a brief description of the work provided to each of these customers. Proponents are encouraged to provide references that demonstrate their ability to deliver the full scope of work required. The Proponent agrees that BC Hydro may contact any reference.

Instructions to Proponents

For this Schedule 4 – Proponent’s References, please complete the tab titled “S4 – Proponent References” in the included “RFP 20423_Form of Proposal – Excel Workbook.xlsx”

Refer to the Instructions tab within the workbook for specific instructions on how to complete the workbook.

SCHEDULE 5 – SUBCONTRACTORS

The Proponent should identify any scope of services that will be subcontracted and complete and provide a separate table (using the table below) for each of its subcontractors.

The Proponent agrees that BC Hydro may contact any proposed subcontractor and agrees, for and on behalf of any proposed subcontractor, that BC Hydro may contact any reference.

Without limiting the provisions of Section 10.0 and Subsection 11.10 of the RFP, if a Proponent chooses to include as a member of the Proponent's Team a supplier, subcontractor or subconsultant that is also a member of another Proponent's team, then the Proponent will be deemed to assume all confidentiality, performance, capacity and other risks associated with doing so, including in the event that both Proponents are awarded Contracts under this RFP.

Instructions to Proponents

For this **Schedule 5 – Subcontractors**, please complete the tab titled **“S5 – Subcontractors”** in the included **“RFP 20423_Form of Proposal – Excel Workbook.xlsx”**

Refer to the Instructions tab within the workbook for specific instructions on how to complete the workbook.

SCHEDULE 7 – RELATIONSHIP DISCLOSURE STATEMENT:

CONFLICT OF INTEREST AND UNFAIR ADVANTAGE

In accordance with Section 10.0 of the RFP, the Proponent declares on its own behalf and on behalf of each member of the Proponent's Team that:

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent's Team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent's Team have reviewed the definition of Restricted Parties (if included in the RFP) and the non-exhaustive list of Restricted Parties (if any are specifically referenced in the RFP); and
- (c) the following is:
 - (1) a full disclosure of all members of the Proponent's Team who were employees of BC Hydro at any time during the previous two-year period from the Closing Time;
 - (2) a full disclosure of all known relationships the Proponent and each member of the Proponent's Team has, or has had, with:
 - i. BC Hydro;
 - ii. any listed Restricted Party;
 - iii. any current employees, 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 years from the Closing Time; and
 - v. any other person who, on behalf of BC Hydro or a listed Restricted Party, has participated or been involved in this competitive procurement process or the design, planning or implementation of the Agreement or has confidential information about the Agreement or this competitive procurement process; and
 - vi. any other Proponent, including by virtue of involvement in such other Proponent's Proposal; and
 - (3) a full description of the actions that the Proponent has undertaken or offers to undertake to address any actual, perceived or potential conflict of interest or unfair advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above; and
- (d) if no such relationships are disclosed by the Proponent, the Proponent is not aware of any former employees as described in subsection (c)(1) above nor any relationships between the Proponent or any member of the Proponent's Team, and any of the

persons described in subsection (c)(2) above, and the Proposal has not been prepared with any involvement from any of those persons.

Instructions to Proponents

For this **Schedule 7 – Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage**, please complete the tabs titled **“S7 – Rel Disc Part 1”** and **“S7 – Rel Disc Part 2”** in the included **“RFP 20423_Form of Proposal – Excel Workbook.xlsx”**

Refer to the Instructions tab within the workbook for specific instructions on how to complete the workbook.

SCHEDULE 8 – FINANCIAL INFORMATION

1. Financial Statements

The Proponent should provide one copy of the following information to evidence that it has the financial resources to fulfill all conditions of the Contract for the duration of the Contract:

- a. audited financial statements for the most recent two years, including balance sheets, income statements, statements of cash flow, and notes to the financial statements for each of the most recent two years, (collectively “**Financial Statements**”); or,
- b. if audited Financial Statements are unavailable, then in place of audited Financial Statements, one copy of the Proponent’s Financial Statements prepared on a “review engagement” basis for each of the most recent two years.

If the most recent year’s Financial Statements are over six months old, recent quarterly financial statements may be requested and any material changes occurring since the date of the Financial Statements should be separately described and submitted in a separate document.

If the Proponent’s financial results are consolidated with other corporations or entities for financial reporting purposes, then the consolidated organization’s Financial Statements may be used but only if the consolidated organization provides **written confirmation** that 1) the Proponent is a division of the consolidated organization and that the consolidated organization is legally or financially responsible for the Proponent’s obligations or 2) the Proponent is a separate legal entity and that the consolidated organization will provide a guarantee for the Proponent in the form provided by BC Hydro. Without such confirmation, the consolidated organization’s Financial Statements cannot be used to satisfy the Proponent’s Financial Statements requirement.

2. Bank Reference (Optional)

The Proponent may provide an “Account Enquiry” form or a “Bank Reference Letter” from the Proponent’s main bank disclosing available line of credit, strength and length of their relationship, repayment history, NSF activity, and outstanding loans.

3. Instructions

In its financial assessment of the Proponent’s financial capacity, BC Hydro may use other publicly available information.

Should the Proponent refuse to provide the requested financial information, BC Hydro may, in its discretion, reject the Proposal and not consider it any further.

If Proponent is submitting its Proposal to the BC Bid Address, the Proponent should submit its Financial Information in a separate password-protected file marked with the name of the Proponent and the following:

“CONFIDENTIAL – Financial Information, Proposal for RFP 20423”

The Proponent may be contacted with instructions to submit the password to BC Hydro so that BC Hydro Treasury may undertake its assessment of the information requested.