

Request for Proposals (“RFP”)

THIS IS NOT AN ORDER

RFP #: RFP Number 20329

Title: BC Hydro Call for Power 2024

Contact: RFP Administrator

RFP Administrator Email: 2024call@bchydro.com

SUMMARY OF KEY INFORMATION

RFP TITLE	The RFP# is: 20329 The title of this RFP is: BC Hydro Call for Power 2024 Please use this RFP# 20329 and the title on all correspondence.
RFP ADMINISTRATOR	RFP Administrator Email: 2024call@bchydro.com Please direct all enquiries in respect of this RFP, by email only, to the RFP Administrator. No telephone or fax enquiries please.
RFP CLOSING TIME	The Closing Time is: 16:00:00 Pacific Time on the Closing Date
SUBMISSION LOCATION	Proposals should be submitted electronically to the following email address: 2024call@bchydro.com
RFP WEBSITE ADDRESS	All RFP Documents, including issued Addenda and Reference Information will be posted to: www.bchydro.com/2024CallforPower

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: 20329

RFP Title: BC Hydro Call for Power 2024

BC Hydro is seeking Proposals for the supply of electrical energy qualifying as a Clean or Renewable Resource from Projects located in British Columbia as further described in Section 2.2.

BC Hydro is seeking to acquire approximately 3,000 GWh/year of Clean Energy to be delivered from new privately owned energy resources. The amount may be revised during the RFP process and the actual amount that will be acquired will be dependent on the number and quality of Proposals received under this RFP and the needs of BC Hydro.

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

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 that our owned and operated by BC Hydro. In addition, BC Hydro has approximately 125 electricity purchase agreements with independent power producers, which make up about 25% of our energy supply on the integrated system. 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, and clean electricity throughout B.C.

Strategic Objectives:

BC Hydro is taking a strategic approach to the management of the Call for Power to secure new energy resources for B.C.

Specifically, we plan to look at cost effective options to meet new demand, while also considering other objectives including:

- maintaining affordability of electricity;
- meeting rising customer expectations by maintaining a reliable power system that supports BC's growing economy;
- advancing reconciliation with First Nations; and

- reducing greenhouse gas emissions through clean and efficient electrification.

First Nations Economic Participation:

BC Hydro has worked in collaboration with First Nations on a First Nation economic participation model to ensure that this RFP creates opportunities for meaningful economic benefits, in alignment with our United Nations Declaration on the Rights of Indigenous Peoples Implementation Plan, for First Nations.

The First Nations economic participation model consists of three parts: a requirement that each Proposal meet an Eligibility Requirement of a minimum 25% First Nations Equity Ownership in a Project, evaluation credits to acknowledge First Nations Equity Ownership in excess of the minimum 25% First Nations Equity Ownership (up to 51%) and/or non-equity economic benefits accruing to Project First Nations under a Proposal.

The minimum First Nations Equity Ownership requirement will be assessed on a pass-fail basis. Proposals that fail to demonstrate the minimum 25% requirement will be disqualified.

Proposals that pass the minimum 25% requirement may then be eligible to receive evaluation credits as further described in Section 11.2. These credits, as applicable, will have the effect of reducing the Evaluation Price for a Proposal, effectively making the Proposal more cost effective in the evaluation process. For greater certainty the Evaluation Price is solely for evaluation purposes and is not the amount paid for energy under the EPA.

Canada Infrastructure Bank:

Prior to issuing this RFP, BC Hydro and the Canada Infrastructure Bank (“CIB”) discussed the possibility of the CIB providing financing to support successful Proponents. The CIB has informed BC Hydro that it will support this RFP by making a loan package, consisting of financing for First Nations equity participation and an investment tax credit bridge loan, available to successful Proponents. It is anticipated that further information will be available to Proponents in early April 2024 directly from CIB. Draft credit documents will be available to Proponents who register interest at CFP-BCH-2024@cib-bic.ca.

While BC Hydro encourages Proponents to explore CIB funding opportunities to make their Proposal more financially competitive, Proponents may seek financing for their Projects from any financing source they desire. BC Hydro and CIB maintain an arms length relationship and Proponent questions about CIB financing should be addressed directly with CIB.

Integrity and Competitiveness of the RFP Process:

BC Hydro takes seriously the need to safeguard the competitive nature of this RFP to ensure the integrity of the process so that it remains fair to all Persons who participate. BC Hydro strongly encourages all Proponents to make themselves aware of the following RFP provisions:

- Section 13.0, Conflict of Interest, Relationship Disclosure and Restricted Parties;
- Section 14.10, Confidentiality;
- Section 14.11, No Collusion; and

- Section 14.12, No Lobbying.

These provisions, in part, require disclosure of certain relationships, including those a Proponent may have with current and former BC Hydro employees and consultants, and provide a mechanism to seek an advance decision on potential conflicts of interest. They also provide rules to ensure confidentiality, fair competition and the prevention of lobbying of BC Hydro or government officials to seek an unfair advantage in the RFP process.

Suppliers:

BC Hydro is looking for long-term collaborative relationships with First Nations and clean or renewable project developers to provide electricity supply that will enable us to achieve our strategic objectives.

We are seeking trusted and reliable partners that can provide service excellence throughout the term of the EPA that will meet our requirements for the supply of electricity.

Electricity Purchase Agreement:

BC Hydro anticipates entering into an EPA, in the form of the Specimen EPA at Schedule 7, with Preferred Proponent(s) for the supply of Clean Energy. The Specimen EPA establishes the contractual terms and conditions for the supply of electricity and is not subject to negotiation.

Key RFP Dates and Milestones:

Table 2 at Section 4.4 provides for key dates and milestones in the RFP process (the “**RFP Schedule**”). Proponents should carefully review all dates in the RFP Schedule and in doing so specifically note three key dates that must be met to ensure Proponent’s participation in this RFP:

- CEAP IR pre-submission deadline – April 19, 2024;
- CEAP IR Submission Date (incl. deposits*) – May 21, 2024; and
- Closing Date (Proposal Submission Deadline) – September 16, 2024.

*CEAP IR deposit (\$15,000) and Interconnection Feasibility Study deposit (\$15,000)

1.2 Definitions

Capitalized terms in this RFP that are not defined in this Section 1.2, have the respective meanings given in the Specimen EPA. Any words or phrases defined elsewhere in this RFP but not in the Specimen EPA will have the particular meaning assigned to such words or phrases. If there is any inconsistency between a term defined in this Section, and a corresponding term in the Specimen EPA, the defined term in the Specimen EPA shall govern except where the contextual point in time necessitates interpreting the capitalized term as occurring during the RFP stages preceding execution of an EPA.

(a) “**Addendum**” has the meaning set out in Section 5.4;

(b) “**Affiliate**” means:

- (i) with respect to a Proponent or any third Person, any Person directly or indirectly Controlled by, Controlling, or under common Control with, a Proponent or the third Person; and
 - (ii) with respect to BC Hydro, any Person directly or indirectly Controlled by BC Hydro and, if at any time BC Hydro is not Controlled, directly or indirectly, by the Province of British Columbia, will include any Person directly or indirectly Controlling, or under common Control, with BC Hydro;
- (c) **“Auxiliary Fuel”** has the meaning set out in Section 1.1(f) of the Specimen EPA;
- (d) **“BC Hydro”** has the meaning set out in Section 1.1. For clarity, BC Hydro is also known as the “Buyer” in the Specimen EPA;
- (e) **“BC Hydro System”** means the generation, transmission, distribution, protection, control and communication facilities owned, controlled or operated by BC Hydro in British Columbia, and includes all additions and modifications thereto and repairs or replacements thereof;
- (f) **“BCUC”** means the British Columbia Utilities Commission or any successor thereto;
- (g) **“Bid Price”** means the proposed sale price of electricity in accordance with the Specimen EPA and as indicated by the Proponent in the Commercial Proposal;
- (h) **“Bid Security”** means in respect of a Proposal, the security to be provided to BC Hydro as provided in Section 7.1, Table 3;
- (i) **“Business Day”** means any day except a Saturday, a Sunday, or a day that is recognized as a “paid holiday” for British Columbia government employees as published by the Province of British Columbia from time to time (including any day Monday through Friday that is a paid holiday for British Columbia government employees due to a holiday occurring on a Saturday or Sunday);
- (j) **“CEAP”** means the Competitive Electricity Acquisition Process under the OATT at Attachment M-2;
- (k) **“CEAP IR”** has the meaning set out at Attachment M-2 of the OATT;
- (l) **“CEAP IR Submission Date”** has the meaning set out at Attachment M-2 of the OATT;
- (m) **“Clean Energy”** means electricity that qualifies as energy generated by a Clean or Renewable Resource;
- (n) **“Clean or Renewable Resource”** means a “clean or renewable resource” as defined under the Clean Energy Act, as amended or replaced from time to time;
- (o) **“Closing Time”** means the “Closing Time” set out in the Summary of Key Information;
- (p) **“Closing Date”** means the RFP Closing Date (Proposal Submission Deadline) set out in the RFP Schedule at Section 4.4, Table 2;

- (q) **“Commercial Proposal Form”** means a Proponent’s commercial proposal in the form contemplated at Schedule 2, and forming part of the Proposal;
- (r) **“Commercial Operations Date” or “COD”** means the date on which the Seller’s Plant achieves commercial operation pursuant to Section 5.2 of the Specimen EPA;
- (s) **“Committed Level of First Nations Equity Ownership”** means the level of First Nations Equity Ownership that a Proponent specifies and commits to at Schedule 4, Form 4, of its Proposal;
- (t) **“Communication”** has the meaning set out in Section 14.11 for the purposes of that Section;
- (u) **“Control”** of any Person means:
 - (i) with respect to any corporation or other Person having voting shares or the equivalent, the ownership or power to vote, directly or indirectly, shares, or the equivalent, representing 50% or more of the power to vote in the election of directors, managers or Persons performing similar functions;
 - (ii) ownership of 50% or more of the equity or beneficial interest in that Person; or
 - (iii) the ability to direct the business and affairs of any Person by acting as a general partner, manager or otherwise;
- (v) **“CPI”** means the monthly British Columbia Consumer Price Index, All Items (Not Seasonally Adjusted) as published by Statistics Canada or any successor agency thereto, as may be adjusted or replaced in accordance with section 1.2(j)(iii) of the Specimen EPA;
- (w) **“Damages”** has the meaning set out in Section 14.4 in relation to the ‘No Claims’ provisions outlined therein. This definition shall not be utilized in relation to any other RFP or Specimen EPA provision;
- (x) **“Electricity Purchase Agreement” or “EPA”** means an electricity purchase agreement entered into between a Seller and BC Hydro pursuant to this RFP;
- (y) **“Eligibility Requirements”** means the mandatory requirements a Proponent must evidence in its Proposal to participate in this RFP as set out in Section 2.2;
- (z) **“Energy Price”** has the meaning set out at Section 1.1(zz) of the Specimen EPA;
- (aa) **“EPA Side Letter”** refers to the template letter set out at Schedule 8;
- (bb) **“Equity Ownership”** means with respect to any Person the right to receive or the opportunity to participate in any payment or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person by means, directly or indirectly, of an equity interest in a corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, or other similar ownership interest;
- (cc) **“Evaluation Price”** means the price that results after applying adjustments to the Bid Price for evaluation purposes in accordance with Section 11.2;

- (dd) **“Fairness Monitor”** has the meaning set out in Section 11.7;
- (ee) **“First Nation”** means any band, band council, tribal council, Aboriginal treaty nation and/or other Aboriginal group or governing body, however organized, that is established by Aboriginal people within their traditional territory in British Columbia and which represents the collective rights of the nation under Section 35 of the *Constitution Act, 1982*;
- (ff) **“First Nations Equity Ownership”** means for the purposes of a Proposal submitted in response to this RFP, the aggregate percentage of the Equity Ownership of the Proponent to be held, directly or indirectly, by one or more Proposal First Nations;
- (gg) **“FOIPPA”** has the meaning set out in Section 14.8;
- (hh) **“Guaranteed COD”** means the guaranteed COD in a Proponent’s Proposal as per Section 1.1 (uuu) of the Specimen EPA;
- (ii) **“GWh”** means gigawatt hours;
- (jj) **“Informational Meeting”** has the meaning set out in Section 5.6;
- (kk) **“Material Change”** has the meaning set out in Section 8.6;
- (ll) **“MW”** means megawatts;
- (mm) **“MWh”** means megawatt hour;
- (nn) **“Non-Integrated Areas”** mean areas and communities that are not connected to BC Hydro’s integrated electricity grid and instead receive electricity service from local generation sources;
- (oo) **“OATT”** means BC Hydro’s Open Access Transmission Tariff, as filed with and approved by the BCUC, as amended from time to time;
- (pp) **“Optional CEAP Studies”** has the meaning set out at Attachment M-2 of the OATT;
- (qq) **“Performance Security”** means a letter of credit in the form specified in Section 12.4 of the Specimen EPA;
- (rr) **“Person”** has the meaning set out at Section 1.1(zzzz) of the Specimen EPA;
- (ss) **“Plant Capacity”** means the combined maximum electrical output of all generating units from a Proponent’s proposed Project in MW;
- (tt) **“POI”** or **“Point of Interconnection”** means the point at which the Seller’s Plant interconnects with the BC Hydro System or, where a Seller’s Plant interconnects with a Third Party System, the point where the Third Party System interconnects with the BC Hydro System;
- (uu) **“Project”** means an electrical generation project to be owned and operated by a Proponent, together with the necessary generation, transmission, distribution, protection, control and communication facilities, including all Project Assets as defined in the

Specimen EPA, to generate and deliver Clean Energy to the POI to BC Hydro pursuant to an EPA;

- (vv) **“Preferred Proponent”** means a Proponent, selected by BC Hydro under Section 11.6, if any;
- (ww) **“Primary Contact”** means the Proponent’s named contact for RFP registration purposes;
- (xx) **“Project First Nation”** means a First Nation in whose Territory the Project is located;
- (yy) **“Project Size”** has the meaning set out in Section 2.2, Table 1;
- (zz) **“Proponent”** has the meaning set out in Section 2.1;
- (aaa) **“Proponent’s Team”** means:
 - (i) 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;
 - (ii) all individuals who have been materially involved in the preparation of the Proponent’s Proposal;
 - (iii) 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 EPA services, if any; and
 - (iv) 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;
- (bbb) **“Proposal”** means a proposal concerning a Project that is submitted by a Proponent pursuant to this RFP and consists of Schedule 2 – Commercial Proposal Form, Schedule 3 – Project Information Requirements, Schedule 4 – First Nations Consultation and Economic Participation, Schedule 5- Financial Information Requirements, Schedule 6 – Relationship Disclosure Form and associated forms for each schedule; “
- (ccc) **“Proposal Contact”** means the Proponent’s named contact for RFP Proposal purposes;
- (ddd) **“Proposal Fee”** has the meaning set out in Section 7.1, Table 3;
- (eee) **“Proposal First Nations”** means the Project First Nation(s) identified in a Proposal at Schedule 4, Form 4, that will hold Equity Ownership in the Seller at COD and at each of the first three anniversaries of COD. An individual person cannot be a Proposal First Nations;
- (fff) **“Q&As”** has the meaning set out in Section 5.2 (b)(i);
- (ggg) **“Reference Information”** has the meaning set out in Section 5.5;
- (hhh) **“Registration Form”** means the form attached in Schedule 1;

- (iii) **“Restricted Party”** means those Persons (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 subject matter 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 listed in Section 13.3;
- (jjj) **“RFP”** or **“Call for Power”** means this BC Hydro Call for Power 2024 Request for Proposals;
- (kkk) **“RFP Administrator”** has the meaning set out in the Summary of Key Information;
- (lll) **“RFP Administrator Email”** has the meaning set out in the Summary of Key Information;
- (mmm) **“RFP Documents”** has the meaning set out in Section 4.1;
- (nnn) **“RFP Schedule”** has the meaning set out in Section 4.4, Table 2;
- (ooo) **“RFP Website Address”** means the website www.bchydro.com/2024CallforPower where all RFP Documents, including issued Addenda and Reference Information, if any, relating to this RFP will be posted;
- (ppp) **“Specimen EPA”** means the form of EPA provided in Schedule 7;
- (qqq) **“Summary of Key Information”** means the summary of key information on the title page of this RFP, as may be amended by Addendum from time to time;
- (rrr) **“Seller”** means a Proponent with whom BC Hydro has executed an EPA;
- (sss) **“Seller’s Plant”** has the meaning set out at Section 1.1(yyyyy) of the Specimen EPA;
- (ttt) **“Territory”** means, for a First Nation, the territory attributed to that First Nation on iMapBC, the public website of that name administered by the Province of British Columbia and located at <https://www2.gov.bc.ca/gov/content/data/geographic-data-services/web-based-mapping/imapbc>, or any successor website administered by the Province of British Columbia intended to provide equivalent comprehensive public information regarding First Nations’ territories;
- (uuu) **“Third Party System”** means the transmission infrastructure (including transmission, substation, protection, control and communication facilities, as applicable) that is directly connected to the BC Hydro System and that indirectly connects the Seller’s Plant to the POI;
- (vvv) **“Utilities Commission Act”** or **“UCA”** means the *Utilities Commission Act* as amended or replaced from time to time.

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;
- (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; and
- (h) unless the context otherwise requires, all references to statutes or laws are those of the Province of British Columbia.

2.0 ELIGIBILITY TO PARTICIPATE

2.1 Eligible Parties

Subject to Section 13.0, any interested Person (each, a “**Proponent**”) may submit a Proposal in response to this RFP.

2.2 Project Eligibility Requirements

BC Hydro will only consider Projects that meet the Eligibility Requirements presented in Table 1 below.

Table 1: Eligibility Requirements for Projects Participating in RFP

Characteristic	Requirement(s) for Eligibility
Location	Projects must be located in British Columbia, excluding Fort Nelson, Non-Integrated Areas and other areas of the province from which BC Hydro would be required to transmit energy through an out-of-province jurisdiction to the Lower Mainland.

Characteristic	Requirement(s) for Eligibility
New Incremental Energy	<p>Project must be a newly constructed facility with new generating units that will generate incremental energy above any existing generation. New generating units can share transmission-related facilities with existing generation but cannot share generating-related facilities, including boilers, with existing generation. Projects that are phased, include uprates, replacements or modifications to any generating equipment that currently operates or has operated in the past are not eligible.</p> <p>For greater certainty, the Plant Capacity of the newly constructed facility must meet the Project Size eligibility requirements of this RFP without accounting for any existing generating units. The new generation must be capable of being both metered separately as well as disconnected from any existing generation.</p> <p>For new incremental Energy, changes may be required to the Specimen EPA and will be required to any existing agreements in place with BC Hydro for the existing generation. A newly constructed facility may share a POI with an existing project, however, in such case additional changes may be required to the Specimen EPA as well as existing agreements in place with BC Hydro such as the EPA and the Interconnection Agreement will also need to be amended, as required, to conform with BC Hydro’s requirements.</p>
Clean or Renewable Resource	<p>The entire energy output from the Project (excluding Auxiliary Fuel) must be from a single resource type and must qualify as a Clean or Renewable Resource.</p>
Point of Interconnection	<p>Projects must have direct or indirect access to a POI on the integrated BC Hydro System. Projects with indirect interconnections (including an interconnection through a third-party owned transmission asset which is already connected to the integrated BC Hydro System) are eligible.</p>
Project Size	<p>The Plant Capacity must be greater or equal to 40 MW and less than or equal to 200 MW based on the maximum electrical output of all generating units.</p>
Proven Technology	<p>Projects must use “proven” generation technologies. “Proven” technologies are generation technologies, which are readily available in commercial markets and in commercial use (not demonstration use only), as evidenced by at least 3 generation plants in commercial operations (which need not be owned or operated by the Proponent) generating electrical energy for a period of not less than 3 years, to a standard of reliability generally required by good utility practice and the terms of the Specimen EPA.</p>

Characteristic	Requirement(s) for Eligibility
Interconnection Study Agreement	<p>Once a CEAP IR is determined to be valid by BC Hydro, BC Hydro must receive from the Proponent, on or before the CEAP IR Submission Date set out in the RFP Schedule, an executed Interconnection Feasibility Study Agreement together with the two required deposits. See Section 9 for further details.</p> <p>Note: the CEAP IR will need to conform with Eligibility Requirements set out in this table. Further, the details provided in the CEAP IR must be consistent with the details provided pursuant to the Schedules to this RFP.</p>
First Nations Equity Ownership	<p>One or more Project First Nation(s) must hold at COD a minimum 25% Equity Ownership in the Proponent/Seller.</p>
Commercial Operation Date	<p>The proposed Project must be reasonably expected to be able to achieve a Commercial Operation Date between October 1, 2028 and October 1, 2031.</p>

For clarity, Proponents may not submit multiple, or alternative, Proposals for a Project(s) on the same site. However, a Proponent may submit separate Proposals for Projects on different sites.

2.3 Failure to Meet Eligibility Requirements

Proposals that fail to provide evidence satisfactory to BC Hydro of meeting each Eligibility Requirement will be disqualified from participation in this RFP.

3.0 **FIRST NATIONS ECONOMIC PARTICIPATION**

3.1 First Nations Equity Ownership

BC Hydro requires each Proposal submitted in response to this RFP to identify one or more Project First Nations who will hold, directly or indirectly, Equity Ownership in a Proponent that may be awarded an EPA under this RFP. Pursuant to the Specimen EPA, at the time of COD First Nations Equity Ownership of the Seller must be at least 25%, or such higher Committed Level of First Nations Equity Ownership.

3.2 Additional First Nations Equity Ownership

BC Hydro encourages Proponents to submit Proposals which exceed the required First Nations Equity Ownership minimum amount by providing Equity Ownership in excess of 25% in aggregate to one or more Project First Nations (up to 51%). Proposals that provide a Committed Level of First Nations Equity Ownership in excess of 25% in a Proponent that may be awarded an EPA under this RFP will receive additional credit for Proposal evaluation purposes in accordance with Section 11.2.

3.3 Other First Nations Economic Benefits

BC Hydro encourages Proponents to submit Proposals which include one or more letter(s) of support from any Project First Nations who will not acquire First Nations Equity Ownership. A

Proponent will receive additional credit for Proposal evaluation purposes in accordance with Section 11.2 if the included letter(s) confirm that non-equity economic benefits will be received by such First Nations if a Proponent is awarded an EPA pursuant to this RFP.

3.4 First Nations Equity Ownership Holding Period

If a Proponent is awarded an EPA pursuant to this RFP, at the time of COD and for a minimum of 3 years post COD, every Proposal First Nations must continue to hold Equity Ownership in the Seller. Within the Committed Level of First Nations Equity Ownership required at COD, any Proposal First Nations may decrease or increase their percentage of Equity Ownership in the Seller in favour of other Proposal First Nations or a Project First Nation not named in the Proposal. If the Seller cannot certify at COD and on each of the first three anniversaries of COD that the First Nations Equity Ownership is at least at the Committed Level of First Nations Equity Ownership, the Energy Price may be subject to an Energy Price reduction or termination in accordance with the provisions of the Specimen EPA.

3.5 Evidence of First Nations Equity Ownership

Each Proponent will be required to confirm in its Proposal the Eligibility Requirement for First Nations Equity Ownership has been met by completing the attestation at Schedule 4, Form 4. If a Proponent is awarded an EPA pursuant to this RFP, the Seller will be required to provide a statutory declaration confirming the level of Equity Ownership held by each Proposal First Nation and, if applicable, any additional Project First Nation as a condition of achieving COD and on each of the first, second and third anniversaries of COD. Failure by the Seller to deliver a statutory declaration as required will be considered a “material default” under the Specimen EPA. In addition, at COD and on each of the first, second and third anniversaries of COD a Seller will provide a letter from each Proposal First Nation and, if applicable, any additional Project First Nation confirming the level of Equity Ownership of the Seller held by each First Nation.

4.0 RFP DOCUMENTS AND SCHEDULE

4.1 RFP Documents

The “**RFP Documents**” include the following:

- (a) this RFP;
- (b) Schedule 1 – Registration Form;
- (c) Schedule 2 - Commercial Proposal Form;
- (d) Schedule 3 - Project Information Requirements;
- (e) Schedule 4 – First Nations Consultation and Economic Participation;
- (f) Schedule 5 - Financial Information Requirements;
- (g) Schedule 6 – Relationship Disclosure Statement Form;
- (h) Schedule 7 - the Specimen EPA, including the Appendices, Exhibits, and Schedules attached thereto;

- (i) Schedule 8 – EPA Side Letter; and
- (j) issued Addenda, if any.

4.2 Availability of RFP Documents

Subject to Sections 5.2 and Section 14.9, all RFP Documents, including issued Addenda, and Reference Information, if any, relating to this RFP will be posted on the RFP Website Address. It is the sole responsibility of a Proponent to ensure it has received and reviewed 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 RFP Administrator via email to the RFP Administrator Email if the RFP Documents appear to be incomplete or contain any discrepancies, inconsistencies, ambiguities or errors or omissions.

4.4 RFP Schedule

The key RFP milestone dates including the deadlines for registration and Proposal submission are presented in Table 2 below.

Table 2: RFP Schedule

MILESTONE	DATE(S)
Issue of RFP Documents	April 3, 2024
CEAP IR pre-submission deadline **Failure to meet this date results in ineligibility to participate in RFP**	April 19, 2024
Submission of Registration Form	May 1, 2024
<i>RFP Informational Meeting (for First Nations and registered Proponents only)</i>	May 14 & 16, 2024
CEAP IR Submission Date (incl. deposits) **Failure to meet this date results in ineligibility to participate in RFP**	May 21, 2024
<i>Deliver Completed Interconnection Feasibility Studies to Proponents*</i>	July 30, 2024
<i>Deliver Project Specific Losses to Proponents*</i>	August 30, 2024
Deadline to submit RFP Q&As to BC Hydro	September 5, 2024
RFP Closing Date (Proposal Submission Deadline) and Closing Time **Failure to meet this date and time results in ineligibility to participate in RFP**	September 16, 2024 16:00:00 Pacific Time

*Items in italics are BC Hydro’s target deliverable dates and subject to change.

Notice to Proponents selected as Preferred Proponents, execution of EPAs and submission of Performance Security are all anticipated to occur during December 2024.

5.0 COMMUNICATIONS AND UPDATES

5.1 RFP Administrator

The RFP Administrator for this RFP is set out in the Summary of Key Information.

5.2 Enquiries and Responses

All enquiries regarding this RFP should be directed, by email only, to the RFP Administrator, 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. BC Hydro further reserves the right to prioritize a response to any enquiry based on whether a Proponent has registered for this RFP in accordance with the provisions at Section 6.0. In determining whether to respond to any enquiry, 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 5.2(c), (d) and (e), any reply from the RFP Administrator to an enquiry will be posted to the RFP Website Address 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 5.2(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 RFP Administrator 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 RFP Administrator may consult with other persons, including other BC Hydro employees, BC Hydro’s consultants and advisors, BC Hydro’s Affiliates and the Province of British Columbia.

5.3 Electronic Submission

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

- (a) that an electronic transmission or communication is received at any electronic mail or other system being operated by or for BC Hydro 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 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 or a third party’s computer systems.

5.4 Addenda

BC Hydro may, in its discretion, through the RFP Administrator, 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 5.2, will be included in or in any way amend this RFP. Only the RFP Administrator 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.

5.5 Reference Information Including Q&As

Any:

- (a) information included in Q&As issued by the RFP Administrator under Section 5.2; and
- (b) additional information or notices made available to Proponents at any time during the competitive procurement process by the RFP Administrator, BC Hydro or representatives of BC Hydro,

(collectively, “**Reference Information**”) is provided for information only, does not form part of the RFP Documents, and will not be included as part of the Specimen EPA, and may not be used or relied on by a Proponent including 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 and the Specimen EPA, 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.

5.6 Informational Meetings

BC Hydro may, at its election, hold informational meetings (each, an “**Informational Meeting**”) for registered Proponents and their affiliates (which should be identified by the registered Proponent’s Primary Contact through the Informational Meeting registration process). First Nations representatives will also be able to attend any Informational Meeting. Attendance at a meeting will be at the discretion of the registered Proponents and First Nations, but registered Proponents who do not attend will be deemed to have received all of the information made available to attendees.

6.0 REGISTRATION

6.1 Proponent Registration

BC Hydro requests Proponents who have shown an intent to submit a Proposal by meeting the April 19, 2024 CEAP IR pre-submission deadline to register for the RFP by submitting the Registration Form on or before May 1, 2024. The RFP Administrator may contact the Proponent contact identified in the CEAP IR regarding submitting a Registration Form if one has not been received by May 1, 2024.

Registration is not mandatory but Proponents who choose to register will, in accordance with Section 5.2, have their enquiries and Q&As regarding this RFP prioritized over non-registered Proponents. In addition, only registered Proponents and First Nations may, in accordance with Section 5.6, attend Informational Meetings. BC Hydro will only communicate with a Proponent via the Primary Contact provided in its Registration Form.

BC Hydro may, in its discretion, provide the high-level details, including Proponent, Project location, Project size in megawatts, Clean or Renewable Resource type, and associated Project First Nations if known, for potential Projects identified in Section 2 of a Proponent’s Registration Form to government ministries and agencies with First Nations consultation, regulatory or permitting responsibilities relevant to this RFP in planning for resourcing needs to facilitate efficient permitting processes. For clarity, BC Hydro will have no intent or ability to influence the permitting process. BC Hydro may, in its discretion, provide the same high-level details to said government ministries and agencies in relation to a Proposal.

6.2 Registration Form

Only a single Registration Form is requested per Proponent even if the Proponent plans to submit multiple Proposals for multiple Projects. The Registration Form should be signed by the Proponent and include all required information. The Registration Form requires summary information regarding the Proponent and their Project(s) and should be linked to the Project’s CEAP IR by the unique identifying number provided when the CEAP IR submission determined to be valid.

6.3 Submission of Registration Form

The completed and signed Registration Form should be delivered to the RFP Administrator Email address. Registration Forms delivered to any other address may not be considered or accepted.

7.0 **PROPOSAL CONTENT**

7.1 Proposal Content Requirements

The following table provides the required content for a complete Proposal under this RFP. A separate Proposal must be prepared for each Project, including a separate Proposal Fee and Bid Security. All Proposal content should be submitted to the RFP Administrator Email address in accordance with Section 8.0.

Table 3: Proposal Content Requirements

Item	Delivery and Format	Reference
Proposal Fee	Electronic Fund Transfer (EFT) to BC Hydro in the amount of \$13,000 per Proposal (the “Proposal Fee”) within 5 Business Days of the Closing Date, which fee is inclusive of applicable taxes. Instructions for EFT submission will be provided to registered Proponents. A Proponent submitting multiple Proposals must submit a separate Proposal Fee for each Proposal.	N/A
Commercial Proposal Form	Sign and provide all information listed in the Commercial Proposal Form document. If the Proponent is awarded an EPA in accordance with this RFP, the Proponent’s entries onto Schedule 2 will be incorporated into the EPA.	Schedule 2
Project Information Requirements	Provide all information listed in the Project Information document. Attach any supporting documentation as exhibits. If the Proponent is awarded an EPA in accordance with this RFP, certain entries made by the Proponent will be incorporated into the EPA.	Schedule 3
First Nation Consultation and Economic Participation	Provide all information listed in the First Nation Consultation and Economic Participation document. Attach any supporting documentation as exhibits. If the Proponent is awarded an EPA in accordance with this RFP, certain entries made by the Proponent will be incorporated into the EPA	Schedule 4
Financial Information Requirements	Provide all information listed in the Financial Information Requirements document. Attach any supporting documentation as exhibits. 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.	Schedule 5

Item	Delivery and Format	Reference
Relationship Disclosure Statement Form	Complete all required fields and provide all required exhibits as supporting documentation.	Schedule 6
Bid Security	Bid Security in the amount of \$25,000 per MW of Plant Capacity as specified in the Proponent’s Commercial Proposal. See Section 7.2 for instructions.	Section 7.2; Form 1

7.2 Form and Delivery of Bid Security

Bid Security is required to accompany each Proposal submitted by a Proponent under this RFP. The required amount of Bid Security is specified in the table at Section 7.1.

The Bid Security is required to be in the form of a Letter of Credit that complies with the requirements specified in Form 1 - Form of Letter of Credit of this RFP. An electronic copy of a completed and signed Letter of Credit must be submitted via the RFP Administrator Email address with each Proposal. In addition, the original Letter of Credit must, unless BC Hydro otherwise agrees, be provided to BC Hydro within 5 Business Days of the Closing Date.

7.3 Return of Bid Security

Bid Security in respect of a Proposal will be returned to the Proponent on the earlier of: (i) its Project not being awarded an EPA; (ii) if BC Hydro, either before or after evaluation of Proposals, cancels this RFP; and (iii) 180 days from the Closing Date. If the Proponent is selected as a Preferred Proponent and awarded an EPA in respect of a Proposal and withdraws or fails to execute the EPA, the EPA Side Letter and deliver the required Performance Security, the Proposal will be disqualified, and the Bid Security provided in respect of such Proposal will be forfeited to BC Hydro without limiting any other rights available to BC Hydro. If the Preferred Proponent duly executes the EPA, the EPA Side Letter and delivers the required Performance Security, such Bid Security will be returned to the Preferred Proponent.

7.4 Drawing of Funds in Bid Security

BC Hydro may in its sole discretion and without prior notice (notice to be provided promptly to the Proponent thereafter) draw on and retain proceeds of the Bid Security provided in respect of a Proposal for BC Hydro’s own use if such Proposal is disqualified in accordance with Sections 7.3 or 7.5.

7.5 Performance Security

Each Preferred Proponent awarded an EPA pursuant to this RFP must provide Performance Security to BC Hydro in respect of such EPA as provided in the Specimen EPA. If a Preferred Proponent fails to provide such Performance Security as and when required, the applicable Project and its associated Proposal may, in BC Hydro’s sole discretion, be disqualified (in which case the Proponent will forfeit its Bid Security provided in respect of such Project). Refer to Section 12.4 of the Specimen EPA for a description of Performance Security requirements.

8.0 **PROPOSAL SUBMISSION**

8.1 **General Instructions**

Each Proponent should submit a separate and distinct Proposal for each Project. Proponents are advised to carefully review the requirements and instructions stipulated in Section 7.0 when preparing and submitting their Proposal.

BC Hydro will, in accordance with this RFP, evaluate each Proposal in accordance with the provisions of Section 11.0 to determine if the applicable Project is awarded an EPA.

Any exhibits required to supplement the Proposal should be clearly cross-referenced and included with the Proposal.

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

8.2 **Submission via RFP Administrator Email**

Proposals must be delivered to the RFP Administrator Email address. Proposals delivered to any other BC Hydro address may not be considered or accepted. The Proponent is solely responsible for reviewing and complying with all Proposal requirements outlined in this RFP and all RFP terms and conditions applying to submission of a Proposal.

BC Hydro strongly recommends that Proponents allow sufficient time for uploading their Proposals to the RFP Administrator Email address to allow for any potential electronic delays or other issues.

BC Hydro strongly recommends that Proponents ensure that they are aware of, and comply with, any file size restrictions provided for on the RFP Website Address prior to submitting their Proposal.

8.3 **Closing Time for Proposal Submission**

Proposals must be received electronically at the RFP Administrator Email address at or before the Closing Time.

The time of receipt of a Proposal and any amendments or withdrawals will be determined by BC Hydro in accordance with the time and date of receipt at the RFP Administrator Email. BC Hydro reserves the right to consult with its IT service providers to determine, if reasonably possible, the time an email transmission was received on its email gateway system and, notwithstanding the time and date of receipt at the RFP Administrator Email, such time will be deemed to be definitive as to the date and time of receipt by BC Hydro.

Proposals received after the Closing Time will not be considered.

8.4 Revisions Prior to Closing Time

Delivered Proposals may be amended in writing via the RFP Administrator Email, provided such written amendment is received at the RFP Administrator Email prior to, but not after, the Closing Time. Oral or faxed amendments will not be considered or accepted.

8.5 Withdrawal of Proposal

Delivered Proposals may be withdrawn at any time by a Proponent submitting a written notice of withdrawal to the RFP Administrator. A Proposal withdrawn after the Closing Time cannot be resubmitted under this RFP. Oral or faxed withdrawal notices will not be considered or accepted.

8.6 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 via email to the RFP Administrator Email 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 8.6, a Material Change means:

- (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 Person (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 Person 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;
- (f) any occurrence rendering any of the Proponent's representations or disclosures under the Proposal inaccurate or incomplete; and
- (g) any change that a Proponent, acting reasonably, should conclude by the intent and context of this Section 8.6 would necessitate disclosure to BC Hydro.

BC Hydro will have the right to take any Material Change into account in determining whether to award an EPA 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 an EPA, 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 8.6, 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 8.6 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 8.6 applies to the Preferred Proponents up to and including the date an EPA is executed by the parties.

9.0 INTERCONNECTION MATTERS

9.1 CEAP to Apply

For the purposes of this RFP, the interconnection process for all Projects will follow CEAP as described in Attachment M-2 of the OATT. To the extent that there is any inconsistency between the RFP Documents and the OATT, the OATT will prevail.

9.2 Process

Each Proponent must pre-submit to BC Hydro a CEAP IR on or before 5:00 p.m., PST on the applicable date shown in the RFP Schedule. BC Hydro will acknowledge receipt of such CEAP IR within five (5) Business Days and advise the Proponent to the extent that the CEAP IR is deficient. The Proponent will then have ten (10) Business Days after receipt of such notice to rectify such deficiencies. If the Proponent rectifies all such deficiencies within such timeframe, the CEAP IR will be determined to be valid: failure to rectify all such deficiencies within the allowable time will deem the CEAP IR to be withdrawn.

Projects with a valid CEAP IR must deliver to BC Hydro an executed Interconnection Feasibility Study Agreement and the requisite two deposits (CEAP IR and Interconnection Feasibility Study deposits) on or before the CEAP IR Submission Date. Sections 3.4.1 and 6.1 of OATT Attachment M-1 specify the deposits that are required. Only Projects that have a valid CEAP IR and have delivered to BC Hydro the executed agreement and requisite deposits on or before the CEAP IR Submission Date will be eligible to participate in the Call for Power. It is advisable to submit a CEAP IR early.

The address for electronic submission of a CEAP IR is CEAP2024@bchydro.com.

9.3 Projects Not Directly Interconnecting to the BC Hydro System

Proponents with Projects intending to interconnect to the BC Hydro System through a Third Party System (including FortisBC) will be required to arrange for delivery of energy from their Project through such Third Party System to the POI with the BC Hydro System. Studies will be conducted by BC Hydro at the POI to the BC Hydro System for each Project without consideration of other Projects; however, any studies required to enable delivery of energy from the Proponent's Project

through a Third Party System to the BC Hydro System will need to be arranged by the Proponent with the third party.

As part of its CEAP IR, the Proponent will need to provide information to BC Hydro regarding the POI to the BC Hydro System. BC Hydro requires technical data relating to all equipment on the Third Party side of the POI including the Third Party System.

BC Hydro will have no involvement, and assumes no responsibility whatsoever, in the proposed interconnection of the Project to the Third Party System. BC Hydro will conduct interconnection studies at the POI to the BC Hydro System. Queue Position

9.4 Queue Position

All Projects participating in the Call for Power will be assigned the same queue priority and will be studied without consideration of other Projects, using the same base case. Prior completed studies will not be accepted.

9.5 Interconnection Feasibility Studies

BC Hydro will deliver all completed Interconnection Feasibility Studies to Proponents on the same day on or before the date shown in the RFP Schedule and only post such reports on its OASIS site in accordance with the requirements of OATT Attachment M-2 as applicable at the time.

9.6 Optional CEAP Studies

BC Hydro may, in its discretion, elect to perform one or more Optional CEAP Studies to assist it in selecting Preferred Proponents. By submitting a Proposal to this RFP, a Proponent irrevocably provides its consent to BC Hydro to use the information contained in its CEAP IR in Optional CEAP Studies that BC Hydro, in its discretion, chooses to perform and make commercially reasonable efforts to cooperate with BC Hydro as may be necessary in the circumstances.

9.7 Award of EPA

If a Proponent is awarded an EPA pursuant to this RFP, it will be required to complete the remainder of the interconnection process set out in the OATT.

10.0 BCUC REGULATORY MATTERS

EPAs awarded under this RFP are “energy supply contracts” under the UCA. Accordingly, executed EPAs must be filed by BC Hydro with the BCUC under section 71 of the UCA, unless there is an applicable legislative exemption to this filing requirement. A Seller under the EPA is expected to take reasonable steps to secure regulatory approval in accordance with Section 3.1 of the Specimen EPA. The BCUC may accept the EPAs for filing without convening a public hearing, or the BCUC may convene a public hearing. If the BCUC determines, after a hearing, that an EPA is not in the public interest, the BCUC may make an order declaring the EPA to be unenforceable, in whole or in part, or may make any other order it considers advisable in the circumstances.

The foregoing is a very brief and general summary of section 71 of the UCA. Proponents should familiarize themselves with the UCA, including the amendments and applicable regulations, and current regulatory guidelines and processes that could impact energy supply contracts, including

any EPAs awarded under this RFP. Proponents are also advised to seek their own legal and other professional advice on all legal and regulatory matters and issues associated with the RFP and any EPAs awarded under it and any other obligations a Proponent may have under the UCA.

11.0 PROPOSAL EVALUATION CRITERIA AND PROCESS

11.1 Proposal Evaluation Process

BC Hydro will compare and evaluate the Proposals received to identify the Proposal(s) which BC Hydro determines, in its sole discretion, to be the most advantageous to BC Hydro by applying the evaluation process, criteria and rights set out below and in the entirety of this Section 11.0.

(a) Conformity, Completeness and Conflict Review

BC Hydro will confirm whether each of the Proposals received contain all required documents, Proposal Fee, applicable Bid Security, and all other applicable materials and information required under this RFP. Failure of a Proponent's Proposal to satisfy the requirements of the conformity, completeness and conflict review to BC Hydro's satisfaction, in its sole discretion, will result in the rejection of the Proposal without further evaluation.

(b) Eligibility Requirements

All Proposals received will be assessed to confirm that they meet all Eligibility Requirements. Failure to meet all Eligibility Requirements will result in the rejection of the Proposal without further evaluation. The assessment of whether a Proposal meets the Eligibility Requirements of this RFP is at the sole discretion of BC Hydro.

(c) Quantitative Evaluation

BC Hydro will conduct a quantitative assessment of the Proposals received using the evaluation adjusters provided in Section 11.2. These evaluation adjusters will be applied to the Bid Price to account for various Project attributes for the purpose of evaluating and comparing Proposals.

(d) Risk Assessment

All Projects will undergo a risk assessment that is designed to assess Project development and energy under-delivery risk. The risk assessment considers financial, First Nations, permitting and approvals, technical, and energy resource risk categories. Projects that demonstrate an unacceptable level of risk may be disadvantaged in the evaluation at BC Hydro's sole discretion.

(e) First Nations Consultation Adequacy Assessment

BC Hydro will review the First Nations consultation records of Proponents at the time of Proposal submission. BC Hydro will not enter into an EPA with a Proponent unless BC Hydro in its sole discretion considers consultation has met BC Hydro's consultation obligations to enter the EPA.

(f) Additional Considerations

BC Hydro may further consider some or all of the following criteria (which are not necessarily set out in order of relative importance), with such weighting as BC Hydro may determine in its sole discretion:

- (i) interconnection, transmission and generation impacts on an individual or portfolio basis;
- (ii) BC Hydro's load/resource balance at the time of evaluation;
- (iii) environmental impacts or benefits;
- (iv) BC Hydro's overall confidence in each Proponent's ability to contribute to BC Hydro achieving its strategic objectives described in Section 1.1 of the RFP;
- (v) overall annual and long-term costs to BC Hydro;
- (vi) commercial and non-commercial trade-offs, including the ability to ensure ongoing security of electricity supply, ongoing market competitiveness and any other risk factors identified; and
- (vii) other public interest criteria, including particularly ratepayer benefits and costs, that BC Hydro considers have not otherwise been appropriately addressed in the evaluation.

11.2 Bid Price Adjustors for Evaluation

During the evaluation process described in Section 11.1, BC Hydro will apply a series of adjustments to a Proponent's Bid Price to calculate an Evaluation Price for each Project. For greater certainty the Evaluation Price is solely for evaluation purposes and is not the amount paid for energy under the EPA.

The first step in computing the Evaluation Price will be to convert the Bid Price in the Proposal to a levelized-real Bid Price of equal value¹. The second step will be to adjust the levelized-real Bid Price for Project attributes as described in Table 4 below.

Each adjuster will be converted into a \$/MWh value that is added or credited to the Proponent's levelized-real Bid Price to calculate the Evaluation Price in accordance with the following formula:

$$\text{Evaluation Price} = \text{levelized-real Bid Price} + A + B + C + D + E + F + G \text{ (in 2024\$)}$$

¹ The levelized-real Bid Price applies 100% annual escalation at CPI post-COD rather than the 30% applied to the Proposal Bid Price. The levelized-real Bid Price is lower, but with its higher annual escalation %, its present value over the EPA term is equal to the Proposal Bid Price.

Table 4: Description of Credits and Adders for Price Evaluation

Adjustment	Description	Directionality
(A) Network Upgrade Cost	The costs for the additions, modifications, and upgrades to BC Hydro’s System required at or beyond the POI that are estimated in the Interconnection Feasibility Studies. The project-specific cost of the upgrades will be an adder in calculating the Evaluation Price to account for the costs that BC Hydro will incur in order to connect the Project to the BC Hydro System.	Adder
(B) Capacity Commitment	A Proposal with a Designated Capacity Commitment will receive a credit in calculating the Evaluation Price worth the equivalent of \$58,000/MW-year of Committed Capacity as specified in the Proposal. <i>Note: The Project must be capable of meeting the capacity commitment requirements that are specified in the Specimen Electricity Purchase Agreement.</i>	Credit
(C) First Nations Equity Benefit	A Proposal will receive a credit in calculating the Evaluation Price for additional First Nations Equity Ownership beyond the 25% minimum eligibility requirement up to 51%. The credit will be applied as follows based on First Nations Equity Ownership: <ul style="list-style-type: none"> • 26% up to 49% receive a credit of \$0.125/MWh per additional percentage point; • 50% receive an additional credit of \$0.40/MWh; and • 51% receive an additional credit of \$0.60/MWh. For example, a Project that has 51% First Nations Equity Ownership will receive the full \$4.00/MWh adjuster.	Credit
(D) First Nations Support Letter	A Proposal will receive a \$1/MWh credit in calculating the Evaluation Price if it is supported by a letter from one or more Project First Nations, who are not equity owners of the Project, confirming that additional economic benefits, other than First Nations Equity Ownership, have been, or are to be, received.	Credit
(E) Resource Integration Cost	Due to the intermittent and variable nature of wind and solar energy output, a resource integration adjustment of \$2/MWh will be added in calculating the Evaluation Price of wind and solar resources. Resource integration adders will not be applied in calculating the Evaluation Price of other resource types.	Adder
(F) Cost of Incremental Firm Transmission (CIFT)	Projects located outside of the Lower Mainland and Vancouver Island will have the CIFT adder for Kelly Lake/Nicola to Lower Mainland applied where the CIFT value is \$53,600/MW-year. Projects located on Vancouver Island will have a CIFT credit of \$73,700/MW-year applied. This value will be converted to a \$/MWh adder based on the characteristics of the resource and used in calculating the Evaluation Price.	Adder / Credit / Neutral

Adjustment	Description	Directionality
(G) Transmission Line Losses	Transmission energy line losses will be determined on a Project-specific basis. The addition of a new generation resource may change the losses on the integrated system, and the loss calculation considers the specific electrical configuration of the new connection, how the proposed generator annual energy output will interact with the system factors (such as existing loads and generations, and power flows). There may be instances where the incremental losses on the system can be negative (for example where independent power producers are sited close to large loads).	Adder / Credit

11.3 Evaluation Process Rights

To assist in evaluation of Proposals, BC Hydro may, in its sole 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, including BC Hydro Affiliates, 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.

11.4 Detailed Evaluations

In conducting an evaluation, BC Hydro in its sole discretion:

- (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 determines 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 for any reason, including Bid Price or Evaluation Price, or which represents an unacceptable level of risk;
 - (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 this Section 11.0; or
 - (v) if required under this RFP a Proponent fails to provide a completed Cybersecurity Risk Management Questionnaire or cooperate with BC Hydro's Vendor Cybersecurity Risk Assessment process, or whose cybersecurity risk level (as determined through the Vendor Cybersecurity Risk Assessment) the BC Hydro judges to be unacceptable.

11.5 Reservation of Additional Rights

BC Hydro reserves the right, in its sole 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 reissuing a request for proposals, undertaking another procurement process for the same or similar scope of services or negotiating directly with any one or more Proponents or other Persons;
- (b) accept the Proposal(s) which, applying the evaluation criteria and processes described in Section 11.1, 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, including Bid Price or Evaluation Price;
- (c) 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 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);
- (d) at any time, amend this RFP or modify, cancel or suspend this RFP for any reason;

- (e) at any time, amend any date, time period or deadline provided in this RFP, upon written notice to all Proponents;
- (f) accept, rank or reject any Proposal based on the evaluation criteria and processes set out in Section 11.1 of this RFP;
- (g) 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;
- (h) 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 EPA; or
 - (iv) causing damage or loss to the physical, cyber, financial or operational security of BC Hydro, including its personnel, assets, systems or facilities;
- (i) negotiate any aspects of any Preferred Proponent's Proposal, including compensation structure(s);
- (j) 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;
- (k) 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
- (l) use any information BC Hydro may acquire through its own investigations, including from permitting ministries and agencies, or through disclosures and submissions by the Proponents, and their respective Proponent's Team members, to exercise any of the foregoing rights as BC Hydro may determine in its discretion.

BC Hydro is not bound by industry custom or practice in taking any of the steps described in Section 11.1, 11.2, 11.4 or 11.5, 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.

11.6 Selection of Preferred Proponents

At the end of the evaluation process BC Hydro will select the Preferred Proponents, to be offered an EPA for execution.

11.7 Fairness Monitor

BC Hydro has appointed John Singleton, K.C., of Singleton Urquhart Reynolds Vogel LLP (the “Fairness Monitor”) to act as an independent observer of the fairness of the administration of this RFP. The Fairness Monitor will be:

- (a) provided with full access to all documents, meetings and information related to the administration of the RFP that the Fairness Monitor, in its discretion, decides is required;
- (b) kept fully informed by BC Hydro of all documents and activities associated with the administration of the RFP; and
- (c) available to the Proponents should fairness concerns arise during the RFP process.

12.0 **SELECTION AND DEBRIEFING**

12.1 Notice to Preferred Proponents

Once Preferred Proponents are selected, BC Hydro will notify those Preferred Proponents in writing of their selection, and in accordance with Section 12.2 will notify those Proponents that were not selected by BC Hydro. BC Hydro may make a public announcement of its Preferred Proponent selections noting that the selection of each Preferred Proponent remains subject to execution and return to BC Hydro of the Specimen EPA and associated documents, including but not limited to the EPA Side Letter and Performance Security, and acceptance of the EPA by the BCUC in accordance with section 71 of the UCA. For clarity, the Specimen EPA and the EPA Side Letter are not subject to negotiation or modification other than, in the case of the EPA, for updating the EPA with Project specific information as provided in a Preferred Proponent’s Proposal and must be executed no later than 10 Business Days after the EPA is forwarded to the Preferred Proponent by BC Hydro. Failure to execute the EPA and EPA Side Letter in accordance with this Section 12.1 and provide the requisite Performance Security may impact a Proponent’s Bid Security in accordance with Section 7.3.

12.2 Notification to Unsuccessful Proponents

Shortly after notice is provided to Preferred Proponents in accordance with Section 12.1, BC Hydro will notify other Proponents that their Proposals were unsuccessful and that the RFP selection process has concluded. BC Hydro’s decision as to which Proponent’s are unsuccessful will be final and binding in accordance with the terms of this RFP.

12.3 Debriefing

Any Proponent whose Proposal was not selected may request a single debriefing meeting with BC Hydro. Requests for a debriefing meeting must be made in writing to the RFP Administrator Email address no later than 60 days after BC Hydro advises a Proponent that their Proposal was not selected. The scope of a debriefing meeting will be limited to discussing the relative strengths and weaknesses of the Proponent’s Proposal and how they may prepare a better Proposal in response to future energy procurement request for proposals. Any debriefing provided is not offered for the purpose of providing a Proponent the opportunity to challenge the RFP process and results.

13.0 CONFLICT OF INTEREST, RELATIONSHIP DISCLOSURE AND RESTRICTED PARTIES

13.1 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.

13.2 Relationship Disclosure: Conflict of Interest and Unfair Process Advantage

Each Proponent should complete and submit with its Proposal the Relationship Disclosure Statement Form attached as Schedule 6, 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 an EPA, 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 RFP Administrator, promptly disclose such relationship. Where, at any time prior to the signing of an EPA, 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 13.2. BC Hydro may, in its discretion, reject the applicable Proposal or request that the applicable

Proponent notify BC Hydro of such relationship in accordance with this Section 13.2 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 13.2 applies to the Preferred Proponents up to and including the date an EPA is executed by the parties.

13.3 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:

- (a) Lawson Lundell LLP, Barristers & Solicitors
- (b) John Singleton, K.C, Singleton Urquhart Reynolds Vogel LLP
- (c) Mike Neinhuis, Singleton Urquhart Reynolds Vogel LLP

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.

13.4 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 or the EPA 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 13.6.

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.

13.5 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 EPA(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 13.5, 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 13.5, but have elected not to obtain such advice; and
- (c) agrees that the acknowledgements, confirmations and consents provided pursuant to this Section 13.5: (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 EPA(s) and any termination, suspension, cancellation, completion or expiration of this competitive procurement process; and (iii) remain in effect in relation to any EPA(s) resulting from this competitive procurement process.

13.6 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 13.1 or 13.4, is encouraged to request an advance decision from BC Hydro in accordance with this Section 13.6.

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 RFP Administrator, 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 13.6. 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.

13.7 BC Hydro May Make Advance Decisions

BC Hydro may, on its own initiative, independent of any request under Section 13.6, make advance decisions where BC Hydro identifies a potential conflict of interest, unfair process advantage, or a Person who may be a Restricted Party.

13.8 Decisions Final and Binding

A decision of BC Hydro pursuant to Sections 13.6 and 13.7 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.

14.0 MISCELLANEOUS CONDITIONS

14.1 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.

14.2 No Obligation to Proceed

This RFP does not constitute an offer of any kind by BC Hydro. Nothing in this RFP will be interpreted as committing BC Hydro in any way to award any EPAs. No contract of any kind is formed under, or arises from, this RFP including as a result of the submission of a Proposal by a Proponent.

14.3 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.

14.4 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 an EPA, 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 EPAs and any termination, suspension, cancellation, completion or expiration of this RFP.

14.5 No Liability for Delivery to the RFP Administrator Email

Notwithstanding Section 14.4 by submitting a Proposal to the RFP Administrator Email 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 the RFP Administrator Email, or the RFP Website , 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.

14.6 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 RFP Administrator 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 14.6. BC Hydro accepts no responsibility for any Proponent lacking any information.

14.7 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. BC Hydro reserves the right in its discretion to require Proponents who register for this RFP in accordance with Section 6.0 to enter into a Non-Disclosure Agreement in BC Hydro's standard form.

14.8 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. Copies of the obtained authorizations need not be submitted with the Proposal, but 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. The Proponent must retain signed authorizations for at least one year from the Closing Date.

14.9 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 publicly to the RFP Website Address 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.

14.10 Confidentiality

Any information provided or made available in connection with this RFP prior to submission of a Proposal, may not be used or disclosed by a Proponent or any member of the Proponent's Team for any purpose other than for preparing a Proposal, except with the prior written permission of BC Hydro.

The content of a Proposal, or any information provided or made available in connection with a Proposal after submission, must be treated as confidential and must not be used or disclosed by the Proponent or any member of the Proponent's Team without the prior written permission of BC Hydro.

If a Proponent or any member of a Proponent's Team fails to comply with this Section 14.10, BC Hydro may, in its discretion, regardless of the nature of the failure, disqualify the Proponent from participating in this RFP or, if a Proposal has been submitted by the Proponent, disqualify the Proponent without further consideration of its Proposal.

14.11 No Collusion

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 in confidence 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 any Affiliate, and irrespective of whether such Communication is intentional, unintentional or through ordinary course communication or reporting.

14.12 No Lobbying

Proponents, or members of a Proponent’s Team, are strictly prohibited from communicating with any appointed official, director, officer, or employee of BC Hydro, the Province of British Columbia or any of its Ministries or elected officials, any Restricted Party (except for a Fairness Monitor), or any other Person involved in the development, administration or evaluation activities in respect of this RFP, either before or after submission of a Proposal, with an aim to influencing the content of the RFP or the outcome of this RFP process.

If a Proponent or any member of a Proponent’s Team communicates improperly contrary to this Section, then BC Hydro may, in its discretion, regardless of the nature of the communication, disqualify the Proponent from participating in the RFP or, if a Proposal has been submitted by the Proponent, disqualify the Proponent without further consideration of its Proposal.

14.13 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 in its discretion publicly disclose the following information, in whole or in part, without the Proponents prior review or approval:

- (a) the number of Proponents, Preferred Proponents, and Sellers;
- (b) the names of the Proponents and their First Nations partners, Preferred Proponents, and Sellers;
- (c) the names of registered Proponents and First Nations attendees at Informational Meetings, if any, as per Section 6.1;
- (d) the final EPA(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 14.14.

Each Proponent agrees that:

- (g) it will ensure that all public information generated about the EPA(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 EPA(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.

14.14 Public Disclosure

After an EPA(s) is awarded, BC Hydro may, without limitation, make available to the public on the RFP Website Address the subject matter and value of each EPA, the name and address of each successful Proponent and the First Nations Equity Ownership particulars for each successful Proponent.

14.15 Language

All Proposals including all information submitted in support of a Proposal 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.