

REQUEST FOR QUALIFICATIONS

METER DATA MANAGEMENT SYSTEM (MDMS)

RFQ 348

May 12, 2010



SUMMARY OF KEY INFORMATION

RFQ TITLE	The title of this RFQ is: Meter Data Management System RFQ 348 Please use this title on all correspondence.
CONTACT PERSON	The Contact Person for this RFQ is: Xavier Serrano Email: Xavier.Serrano@bchydro.com <u>No telephone enquiries please.</u> Please direct all Enquiries, by email, to the above named Contact Person.
RECEIPT CONFIRMATION FORM	The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.
CLOSING TIME	The Closing Time is: 11:00:00 A.M. PDT (GMT -7) on June 1, 2010
RESPONSE DELIVERY ADDRESS	Responses are to be submitted to: BC Hydro Bid Station 535 Hamilton Street Vancouver, BC V6B 2R1 Canada Attention: Xavier Serrano

TABLE OF CONTENTS

1. INTRODUCTION 2

1.1 Purpose of RFQ..... 2

1.2 Administration of RFQ 2

1.3 Eligibility..... 3

SMART METERING AND INFRASTRUCTURE (SMI) PROGRAM OVERVIEW 4

2.1 Legislative Context 4

2.2 SMI Program Objectives..... 5

2.3 SMI Program Scope 6

2.4 Procurement Approach..... 8

2.5 Schedule..... 9

2.6 Program Team..... 2

3. THE PROJECT 10

3.1 Meter Data Management System..... 10

3.2 General Scope of Responsibility 10

3.3 Collaboration..... 11

4. COMPETITIVE SELECTION PROCESS..... 12

4.1 RFQ Stage..... 12

4.2 RFP Stage 12

4.3 Compensation for Participation in Competitive Selection Process 12

4.4 Competitive Selection Timeline 12

5. SUBMISSION INSTRUCTIONS..... 13

5.1 Mandatory Submission Requirements 13

5.2 Response Form and Content 13

5.3 Language of Responses and Enquiries 13

5.4 Date and Time Stamp..... 13

5.5 No Fax or Email Submission 13

5.6 Receipt of Complete RFQ 13

5.7 Receipt Confirmation Form..... 13

5.8 Revisions Prior to the Closing Time 13

5.9 Enquiries..... 14

5.10 Unofficial Information..... 14

5.11 Delivery and Receipt of Fax and Email communication..... 14

5.12 Addenda 15

5.13 Inconsistency between Paper and Electronic Form 15

5.14 Response Declaration Form..... 15

5.15 Relationship Disclosure Form..... 15

6. EVALUATION 16

6.1 Evaluation..... 16

6.2	Evaluation Criteria	16
6.3	Evaluation and Selection Procedures	16
6.4	Interviews/Presentations	16
6.5	Proponents and Changes to Proponent Teams	17
7.	RFQ TERMS AND CONDITIONS	18
7.1	No Obligation to Proceed	18
7.2	Freedom of Information and Protection of Privacy Act.....	18
7.3	Cost of Preparing the Response	18
7.4	Confidentiality of Information	18
7.5	No Representation or Warranty.....	18
7.6	Reservation of Rights	19
7.7	Limitation of Damages.....	19
7.8	Ownership of Responses	20
7.9	Disclosure and Transparency.....	20
7.10	No Collusion	20
7.11	No Lobbying.....	20
7.12	Conflict of Interest Adjudicator.....	21
7.13	Relationship Disclosure and Review Process	21
7.14	Fairness Adviser	23

APPENDIX A - RESPONSE GUIDELINES AND EVALUATION CRITERIA

APPENDIX B - RECEIPT CONFIRMATION FORM

APPENDIX C - CONFIDENTIALITY AGREEMENT

APPENDIX D - RESPONSE DECLARATION FORM

APPENDIX E - PARTICIPATION AGREEMENT

APPENDIX F – RELATIONSHIP DISCLOSURE FORM

APPENDIX G - PERSONAL INFORMATION CONSENT FORM(S)

APPENDIX H - DEFINITIONS

APPENDIX I – DETAILED SCOPE OF WORK

APPENDIX J – REQUEST FOR INFORMATION FORM

1. INTRODUCTION

1.1 Purpose of RFQ

The purpose of this Request for Qualifications (“RFQ”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the delivery of a Meter Data Management System. Based on these Responses, BC Hydro intends to select, in accordance with the terms of this RFQ, a shortlist of up to three Respondents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (“RFP”) stage.

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

Under the Competitive Selection Process, BC Hydro is seeking to enter into a Contract with a qualified entity (“Contractor”) to supply, install and configure a Meter Data Management System (the “Project”).

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

1.2 Procurement Team

BC Hydro

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

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

BC Hydro's various facilities generate between 43,000 and 54,000 gigawatt hours (“GWh”) of electricity annually, depending on prevailing water levels.

Electricity is delivered through a network of 18,336 kilometres of transmission lines and 55,705 kilometres of distribution lines.

The transmission and telecom assets are owned by BC Hydro; the management and operation of the transmission system and a portion of the telecom, is the responsibility of the British Columbia Transmission Corporation (BCTC).

Power Smart conservation programs continued to deliver cost effective energy, producing cumulative annual incremental energy savings of 2,518 GWh.

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

Partnerships BC

Partnerships BC was established by the Province to evaluate, structure and implement partnership solutions which serve the public interest.

BC Hydro has engaged Partnerships BC to manage the procurement for the Smart Metering Program.

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

1.3 Administration of RFQ

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

1.4 Eligibility

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

2. SMART METERING AND INFRASTRUCTURE (SMI) PROGRAM OVERVIEW

2.1 Legislative Context

The 2007 *B.C. Energy Plan: A Vision for Clean Energy Leadership* strategy document outlined 55 policy actions focused on energy self-sufficiency, conservation, and development of renewable alternative energy sources. Several policy actions were relevant for the SMI Program, including:

- Acquire 50 per cent of BC Hydro's incremental resource needs through conservation by 2020;
- Ensure a coordinated approach to conservation and efficiency is actively pursued in British Columbia (B.C.);
- Encourage utilities to pursue cost effective and competitive demand side management opportunities; and
- Explore with BC Utilities Commission new rate structures that encourage energy efficiency and conservation.

In 2008, the Province of British Columbia (Province) released a *Climate Action Plan* which outlined a series of strategies and programs which were calculated to take B.C. approximately 73 per cent towards meeting the goal of reducing provincial Green House Gas ("GHG") emissions by 33 per cent by 2020. The Climate Action Plan identified smart meters as an integral component to achieving these GHG reductions, specifically as related to energy savings in the building sector.

Subsequently, the Province has supported smart metering through the introduction of:

- Amendments to the *Utilities Commission Amendment Act* in 2008 which required BC Hydro to install smart meters by the end of the 2012 calendar year; and
- The 2008 *Energy Efficient Buildings Strategy: More Action, Less Energy* which called for BC Hydro to introduce real time, in-home displays to help to reduce overall energy consumption in residential units.

In April 2010, the Province introduced a new *Clean Energy Act* which expects BC Hydro to:

- Meet 66 per cent of our future incremental electricity demand from conservation and efficiency improvements by 2020, an increase from the previous target of 50 per cent; and
- Proceed with the Smart Metering & Infrastructure Program that will allow ratepayers to better manage their electricity use and save on power bills. Note that, within this new Act, the overall SMI Program is further defined as a Smart Metering Program focused on smart meters, in-home feedback, communications infrastructure, and conservation rates; and a Smart Grid Program focused on advanced metering strategies to reduce the theft of electricity, and advanced telecommunications infrastructure.

2.2 SMI Program Objectives

In addition to meeting the Province's objectives with respect to energy efficiency and conservation, the SMI Program is one of BC Hydro's key strategic initiatives in support of our grid modernization vision, which is to: *"Enable customers to actively manage their energy choices, adopt new energy and conservation solutions and benefit from an electric grid that is modern, reliable, safe and cost-effective."*

SMI's key strategic objectives include:

- **Improve Customer Service** – provide real-time and detailed information on consumption and cost, and enable better customer communication around outages.
- **Achieve Conservation and Energy Efficiency** – energy and capacity savings achieved **through** time-based rates, effective communication and incentives to customers, customer direct control of energy use, and grid operational improvements.
- **Achieve Operational Efficiencies** – improved reliability and lower operating costs in areas such as meter reading, distribution system maintenance, and outage management.
- **Protect Revenue** – reduced revenue loss due to the theft of power directly from the distribution grid and tampering with the meters, as well as revenue "leakage" in some customer processes.
- **Keep Customer Bills Low** – achieving the conservation benefits, operational efficiencies, and revenue protection lead to utility rate reductions which translate directly into customer savings.
- **Achieve Environment and Social Benefits** – facilitating customer conservation, energy efficiency, reduced greenhouse gas emissions, and improve safety for employees and the public.
- **Support Advanced Customer Applications** – provide a substantial portion of the foundational infrastructure required to modernize the grid in support of advanced customer applications such as distributed generation, electric vehicles, demand response, microgrids, and future applications. SMI is a key, but not sole, enabler of these advanced applications,
- **Economic Development** – contribute to economic development and innovation in British Columbia, through employment opportunities in the deployment of meters, creation of more information-based jobs, significant energy savings that can be used for other purposes, and support for BC-based businesses where appropriate.

2.3 SMI Program Scope

The SMI Program will deliver against the strategic objectives outlined in section 2.2 through the following scope components. Each of these scope components will be managed as specific, but integrated, work streams in a single, overall SMI project delivery plan.

- **Smart Metering Solution** – implement a full function smart metering solution for all BC Hydro customers. Scope elements include:
 - **Smart Meters** – these multi-channel meters, capable of two-way communications, which capture both *the amount of power* consumed in the home and *when* it is being consumed. The SMI Program will:
 - deploy smart meters for 1.8M residential customers (primarily single phase and network), with a target completion date of December 2012.
 - deploy smart meters for 100K commercial customers (primarily poly phase), also with a target completion date of 2012.
 - deploy collectors (data aggregation devices) and other relay devices, which are used to start consolidating meter reading data in the field.
 - **Metering Communication System** – the wireless communications network that provides a complete solution to collect meter reading data and also manages the smart meters assets (e.g. forwards a “last gasp” signal from a meter when it fails).
 - Devices to be included within a meter are a Field Area Network (FAN) card and a Zigbee-based wireless radio, using the Smart Energy application profile for the Home Area Network (HAN).
 - The Automated Data Collection System (ADCS) software which manages the metering network and processes the high volume of interval-based meter reads.
 - The metering communication system will be operational for all installed meters, based on the same target date of 2012.
 - **Remote Connect/Disconnect Switch** – included within most residential customer smart meters, this switch enables all connect, disconnect, and reconnect processes (customer move-in/move-out, collections, planned outages, etc.) to be completed remotely safely, and securely.
- **In-Home Feedback (IHF) Solutions** – with the availability of detailed usage data from smart meters, SMI will implement communication channels to provide up-to-date energy consumption and price information directly to customers. Scope elements for this IHF work stream in SMI include:
 - **Product Testing & Eligibility Process** – to ensure IHF devices operate correctly, safely, and securely within a home, BC Hydro will establish criteria for IHF functionality and performance. Any products meeting the established criteria will be tested in lab and field environments as part of the SMI Program.
 - **In-Home Display (IHD)** – BC Hydro will provide all customers with the option to acquire a basic, market-available IHD device.

- **IHD Pairing Application** – to enable an IHD, it must be securely and reliably paired with its associated smart meter. The SMI Program will design and develop a highly secure, IHD pairing application.
- **Web-based Conservation Portal** –by implementing interactive and informative applications designed to help customers better understand their energy usage and change their behaviour to conserve more. These portals will use consumption information collected from smart meters, and will be implemented in two phases; 1) “basic” capability based on daily register reads and 2) “advanced” capability based on hourly interval reads. There will typically be a one day lag in the presentment of this usage data.
- **Conservation Rates** – with the availability of hourly energy usage information, BC Hydro will design and implement new rate structures designed to incent conservation behaviour at the customer level. The SMI team will be responsible for implementing the technology infrastructure to support these rates – specifically implementation of the MDMS application (key dependency) and modifications to the current SAP Billing system.

Rates included in SMI scope include:

- **Inclining Block Rate** – ensure the smart metering and in-home feedback solutions can support real-time calculation of customer’s usage cost, based on the existing Inclining Block Rates.
- **Time of Use Rate** – enable new voluntary Time of Use (TOU) rates, which apply different rates structures depending specifically on when power is being consumed.
- **Critical Peak Pricing Rate** – work enable new voluntary Critical Peak Pricing (CPP) rates, which apply different rate structures to power being consumed during critical periods of load on the system.
- **Theft Detection Solution** – BC Hydro is experiencing a significant level of energy diversion which shows up in higher than expected distribution line losses, because BC Hydro does not have the measurement devices, analytical tools and modeling methods to quickly and accurately identify where theft is occurring.

BC Hydro is a thought leader with our proposed approach of using system meters and theft analytics software to pinpoint theft through electricity balancing.

Scope elements of the Theft Detection Solution include:

- **Smart Distribution System Meters** – new meters will be installed at key points on the grid to measure electricity supplied to localized areas, thus enabling evaluation against electricity recorded downstream at the customer meters.
- **Theft Analytics Software** – an application consolidates data from smart distribution system meters, customer smart meters, GIS, DMS, and security databases to identify areas of theft.
- **Operational Enhancements** – new processes and work flows, CIS enhancements, and system changes will be implemented to enhance the efficiency of field investigations to rapidly shut down thefts and prevent reoccurrence.
- **Telecommunications Infrastructure** – refers to the communications infrastructure that enables the two-way transmission of data between the in-field collectors (where consolidated meter readings are stored) and BC Hydro. Scope elements include:

- **Wide Area Network (WAN) Connections** – the Chief Information Officer (CIO) is responsible for all enterprise-wide telecommunications. Working with the CIO, and leveraging Network BC as appropriate, SMI will connect all in-field collectors to a WAN connection point.
- **Advanced Telecommunications** – design and deployment of advanced and redundant communication devices and infrastructure to support advanced smart grid and customer applications. Specific requirements and timing of the implementation of such advanced telecommunications are still to be defined, and will likely continue beyond 2012.
- **Information Technology (IT) Infrastructure** – develop, install, and implement the software applications and data infrastructure required to support the full scope of the SMI Program. This systems integration work involves three broad categories: new software applications, modifications to existing corporate applications, and interfaces between new and existing systems.

Scope Summary

By the target date of 2012, the SMI Program will:

- Install 1.8 million residential smart meters
- Install 100,000 commercial smart meters
- Deploy field telecommunications required to transmit metering data
- Implement infrastructure to support in-home feedback options including:
 - A web portal which provides feedback to all customers
 - An in-home display option, for customers who choose to use them
- Implement the infrastructure to enable conservation rates (specifically the MDMS); and
- Start installing Distribution System meters and advances telecommunications.

2.4 Procurement Approach

In 2008, BC Hydro initiated a procurement process, whereby a single Solution Integrator firm (“SI”) would be selected to provide and implement the full end-to-end scope of SMI. All SMI technology components - including the meters, metering communications, software applications, deployment services, implementation services, and customer experience (including in home feedback, conservation rates, and customer service) would be sub-contracted through the successful SI proponent to third-party technology vendors and service providers. After a detailed evaluation of the proposals, BC Hydro determined the proposed end-to-end, turnkey approach to implementing SMI was not in the company’s best interest.

In March 2010, BC Hydro received approval to proceed with a modified and “disaggregated” procurement approach. Under this modified procurement, BC Hydro will continue with the SI procurement but only for the program management and information technology components. And, BC Hydro will contract directly with meter and metering system vendors, software suppliers, and deployment services companies.

Currently, BC Hydro is proceeding with four immediate procurement work packages, including:

1. Smart Metering System – a single vendor to provide the full end-to-end metering system which includes smart meters for residential and commercial customers, collectors to start consolidating meter reading data in the field, telecommunications cards in the meter to enable meter reading data to be transmitted to a customer’s home as well as back to C Hydro, and the Automated Data Collection System software application.
2. Meter Deployment Services – a single services provider to complete in-field deployment of meters. This services provider will also help support BC Hydro’s customer engagement plan during deployment.

3. Meter Data Management System – a packaged software application that stores the large volumes of meter reading data and ensures that data is accurate, complete, and useable before making it available for BC Hydro’s corporate systems.
4. Professional Services – a Solution Integrator services company to provide experienced resources to support the Program management, IT and integration, and custom software development tasks in the Program plan.

2.5 Schedule

The high level schedule for the four work packages is as follows:

Solution Component	2010										2011		
	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	
Systems Integrator													
Procurement													
Contract Finalization and Execution													
Implementation													
Metering System													
Procurement													
Contract Finalization and Execution													
Implementation													
Deployment Services													
Procurement													
Contract Finalization and Execution													
Implementation													
MDMS Applications													
Procurement													
Contract Finalization and Execution													
Implementation													

3. THE PROJECT

3.1 Meter Data Management System

BC Hydro is looking for a Contractor to supply a Meter Data Management System (“MDMS”) solution and to provide the MDMS software licenses, annual maintenance and support, and associated services to support the MDMS’s implementation and transition to operations. The Contractor will also be requested to provide the interface adapters and implementation services required to support the integration of the MDMS with BC Hydro’s corporate Enterprise Service Bus (“ESB”) (TIBCO). The MDMS should include an appropriately scaled data mart as part of the product to support storage and management of the large volume of meter data that will be generated.

In addition to the licensed software components, BC Hydro expects the Contractor to bring its expertise, methodologies, and tools to support the installation, design, configuration, build, integration, testing, and deployment of the MDMS and any adapters. BC Hydro will procure and provision all hardware required to support the Project.

In addition to the core MDMS functionality, BC Hydro is interested in exploring whether the Contractor’s MDMS Solution could provide value added functionality that is required for overall program success. Such value added functionality could include revenue protection, advanced customer data presentation via a portal, outage management, and anything the Contractor believes could be value-added to BC Hydro.

3.2 General Scope of Responsibility

BC Hydro anticipates the general scope of responsibility under the Contract will be for a Contractor to provide the following elements:

- 1.) Software and Tools
 - (a) MDMS Software and License
 - (b) MDMS to ESB Interface Adaptors and License
 - (c) Design, configuration, testing, deployment, and operational support tools
- 2.) Documentation
 - (a) Product documentation
 - (b) Process documentation
- 3.) Services
 - (a) MDMS install, design, configure, build, and deployment;
 - (b) MDMS to ESB integration design, configure, build, and deployment;
 - (c) Support for functional, performance, integration, and security testing;
 - (d) MDMS user and system administration training;
 - (e) MDMS transition to operations – both business operations and system administration.

A more detailed explanation of the scope of the Contractor’s responsibilities can be found in Appendix I.

BC Hydro anticipates the Project schedule to be as follows:

Milestone	Expected Date
Requirements & Design	December 2010 – February 2011
Install and Configure	February 2011 – April 2011
Integrate and Test	April 2011 – August 2011
Stabilize and Transition to Operations	August 2011 – October 2011
Ongoing Business Systems Releases	October 2011 – December 2012
Project Work Complete	December 2012

3.3 Collaboration

The successful Proponent from the RFP stage will be expected to deliver the scope of services and software described in this document. The Contractor is expected to work in a cooperative and collaborative manner with BC Hydro's program manager, the SI, who will be responsible for the overarching integration of the systems including the MDMS, metering system head end (ADCS), billing (SAP) and portal.

4. COMPETITIVE SELECTION PROCESS

This section describes the process that BC Hydro expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two stages: the RFQ stage; and the RFP stage.

4.1 RFQ Stage

BC Hydro anticipates that it will select a short-list of no more than three Respondents to be Proponents under the RFP, and then issue an RFP to that short-list only, from which the Preferred Proponent will be selected in accordance with the terms of the RFP.

4.2 RFP Stage

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Contract. The RFP stage will include interactive discussions relating to technical and commercial matters through workshops and topic meetings in accordance with the terms of the RFP and the Contract. The Proposals submitted at the RFP stage will be required to address both the technical and financial aspects of the Project.

Affordability Ceiling

It is anticipated that the RFP will include an affordability ceiling that Proposals will be required to meet.

The Affordability Ceiling will be a mandatory criteria of the RFP and is set as the maximum amount that BC Hydro is able to pay for the Project.

4.3 Compensation for Participation in Competitive Selection Process

BC Hydro will not provide any compensation to Respondents or Proponents for participating in the Competitive Selection Process.

4.4 Competitive Selection Timeline

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

Milestone	Expected Date
RFQ Issued	May 12, 2010
RFQ submission	June 1, 2010
RFQ Evaluation and shortlist	July 30, 2010
RFP Issued to Proponents	August 2, 2010
RFP submission	September 1, 2010
Proponent presentations and demos	September 20 – October 11, 2010
Proponent evaluation	October 12 – October 29, 2010
Contract awarded	December 1, 2010

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

5. SUBMISSION INSTRUCTIONS

5.1 Mandatory Submission Requirements

Responses to this RFQ must be received by hand or by courier at the Response Delivery Address, identified on the cover page, before the Closing Time as stated on the inside cover of this RFQ:

- (a) Responses received after the Closing Time will not be considered and will be returned unopened; and
- (b) All times will be determined with reference to the clock used by the Contact Person at the Response Delivery Address.

5.2 Response Form and Content

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

5.3 Language of Responses and Enquiries

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

5.4 Date and Time Stamp

All Responses received by BC Hydro will be date and time stamped at the time of receipt at the Response Delivery Office.

5.5 No Fax or Email Submission

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

5.6 Receipt of Complete RFQ

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

5.7 Receipt Confirmation Form

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

5.8 Revisions Prior to the Closing Time

A Respondent may amend or withdraw its Response at any time prior to the Closing Time by delivering written notice to the Delivery Address prior to the Closing Time.

5.9 Enquiries

All enquiries and communications regarding any aspect of this RFQ should be directed to the Contact Person by email (each, an “Enquiry”) and use the Request for Information form attached as Appendix J.

All Enquiries should be made in accordance to the table below:

Questions Submitted by:	Answers Posted/Provided by:
11:00 a.m. on May 20, 2010	5:00 p.m. on May 25, 2010

In addition the following applies to any Enquiry:

- (a) Any Responses will be in writing indicate the RFQ Reference Number;
- (b) Enquiries to, and Responses from, the Contact Person will be recorded;
- (c) A Respondent may request that a response to an Enquiry be kept confidential if the Respondent considers the Enquiry to be commercially sensitive, and if BC Hydro decides that an Enquiry should be distributed to all Respondents, then BC Hydro will permit the enquirer to withdraw the Enquiry rather than receive a response; and
- (d) Subject to section 5.9(c) any Enquiry and response may, in BC Hydro's discretion, be distributed to all Respondents, if BC Hydro in its absolute discretion considers the matter to be a matter of substance or a matter that should be brought to the attention of all Respondents for purposes of fairness in or maintaining the integrity of the Competitive Selection Process, or BC Hydro may keep either or both the Enquiry and response confidential if in the judgment of the BC Hydro it is fair or appropriate to do so.

5.10 Unofficial Information

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

5.11 Delivery and Receipt of Fax and Email communication

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

The following provisions will apply to any communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or delivery is permitted by the terms of this RFQ:

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

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

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

5.12 Addenda

BC Hydro may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ at any time before the Closing Time by issuing a written Addendum. Written Addenda are the only means of amending or clarifying this RFQ, and no other form of communication whether written or oral, including written responses to Enquiries as provided by section 5.9, will be included in, or in any way amend, this RFQ. Only the Contact Person is authorized to amend or clarify this RFQ by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify this RFQ. BC Hydro will send a copy of any Addendum to all parties who have delivered a completed Receipt Confirmation Form.

5.13 Inconsistency between Paper and Electronic Form

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

5.14 Response Declaration Form

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

5.15 Relationship Disclosure Form

A Respondent and the Respondent's key Team Members are required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix F, or as otherwise acceptable to BC Hydro in BC Hydro's discretion.

6. EVALUATION

6.1 Evaluation

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

6.2 Evaluation Criteria

BC Hydro will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix A.

6.3 Evaluation and Selection Procedures

To assist in the evaluation of the Responses, BC Hydro may, in its sole and absolute discretion, but is not required to:

- (a) Conduct reference checks relevant to the Program with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process, and rely on and consider any relevant information from such cited references in the evaluation of Responses;
- (b) Seek clarification of a Response or supplementary information from any or all Respondents and consider such clarifications and supplementary information in the evaluation of Responses; and
- (c) Request interviews/presentations with any, some or all Respondents to clarify any questions or considerations based on the information included in Responses or seek any supplementary information, and consider any clarifications and supplementary information from interviews/presentations in the evaluation of Responses.

BC Hydro is not obligated to complete a detailed evaluation of all Responses and may, in its discretion, after completing a preliminary review of all the Responses, discontinue detailed evaluation of any Respondent who, when compared to the other Respondents, BC Hydro judges is not in contention to be shortlisted.

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

BC Hydro will conduct a debriefing, upon request, for any Respondent if the debriefing is requested within fifteen (15) days after a shortlist has been announced. In a debriefing BC Hydro will discuss the relative strengths and weaknesses of that Respondent's Response, but BC Hydro will not disclose or discuss any confidential information of another Respondent.

6.4 Interviews/Presentations

Respondents may be required by BC Hydro to have interviews or present their Response during the evaluation process at the request of BC Hydro. The presentations should be specific to the Program

request and must not contain any marketing information of the Respondent or any member of the Respondent Team.

6.5 Proponents and Changes to Proponent Teams

BC Hydro intends to issue the RFP only to the entities that have been shortlisted under this RFQ. If for any reason a shortlisted Proponent wishes or requires to make a change to its list of team members as listed in the Respondent's Response (either by adding new members, deleting listed members or substituting new member for listed members), then the shortlisted Proponent must submit a written application (with such information as BC Hydro may require) to BC Hydro for approval. BC Hydro, in its absolute discretion, grant or refuse to grant permission for a change to a shortlisted Proponent's team list, considering BC Hydro's objective of achieving a Competitive Selection Process that is not unfair to other shortlisted Proponents, and without limiting the above:

BC Hydro may refuse to permit a change to the membership of a shortlisted Proponent's team if:

- a) The change would, in BC Hydro's judgment, result in a weaker team than the Respondent's team as listed in its Response to this RFQ; or
- b) The evaluation of the new team, using the evaluation criteria described in Appendix A, would rank the Respondent with its changed team lower than another Respondent that had not been shortlisted;

BC Hydro's discretion to give approval for changes to a shortlisted Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Respondent or a team member.

7. RFQ TERMS AND CONDITIONS

7.1 No Obligation to Proceed

This RFQ does not commit BC Hydro in any way to proceed to an RFP stage or award a contract, and BC Hydro reserves the complete right to at any time reject all Responses and to terminate the Competitive Selection Process established by this RFQ and proceed with the Program in some other manner as BC Hydro may decide in its absolute discretion.

7.2 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of, or under the control of, BC Hydro are subject to the Freedom of Information and Protection of Privacy Act (FOIPPA) and other applicable legislation. Except as expressly stated in this RFQ and subject to the FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however such information or parts thereof may be released pursuant to requests under FOIPPA or other applicable legislation.

7.3 Cost of Preparing the Response

Each Respondent is solely responsible for all costs it incurs in the preparation of its Response, including without limitation all costs of providing information requested by BC Hydro, attending meetings and conducting due diligence.

7.4 Confidentiality of Information

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

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

7.5 No Representation or Warranty

Each Respondent acknowledges by its submission of a Response that it has investigated and satisfied itself of every condition that affects the Program. Each Respondent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation, or information made or given by BC Hydro, the Contact Person or any adviser to BC Hydro, other than the information contained in this RFQ. Submission of a Response is deemed to be conclusive evidence that the Respondent has made such investigations and that the Respondent is willing to assume, and does assume, all risks affecting the Program, except as otherwise specifically stated in this RFQ. BC Hydro accepts no responsibility for any Respondent lacking any information.

7.6 Reservation of Rights

BC Hydro reserves the right, in its sole and absolute discretion, to exercise any or all of the following rights:

- (a) Amend the scope of the Program, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) Accept or reject any Response based on the Evaluation Criteria as evaluated by BC Hydro;
- (c) Disqualify a Response that fails to meet the stated Mandatory Submission Requirements under section 5 of the RFQ, or for any of the reasons set out in section 2.2 of Appendix A, or any other reason BC Hydro determines appropriate;
- (d) Waive a defect or irregularity in a Response or any non-conformity in form or content of a Response, except for Mandatory Submission Requirements, and accept that Response;
- (e) Not accept any or all Responses;
- (f) Reject or disqualify any or all Response(s) for any reason without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- (g) Re-advertise for new Responses, call for tenders, or enter into negotiations for this Program or for work of a similar nature;
- (h) Make any changes to the terms of the business opportunity described in this RFQ; and
- (i) Extend, from time to time, any date, any time period or deadline provided in this RFQ, upon written notice to all Respondents who submitted a Receipt Confirmation Form.

7.7 Limitation of Damages

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

- (a) Does not select a shortlist of Respondents;
- (b) Suspends, cancels, or in any way modifies the Program or the Competitive Selection Process (including modification of the scope of the Program or modification of the RFQ or both);
- (c) Accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondent(s); or

- (d) Under the terms of the RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team, or for any breach or fundamental breach of contract or legal duty of BC Hydro, whether express or implied, and the Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process for any other reason whatsoever.

7.8 Ownership of Responses

All Responses submitted to BC Hydro become the property of BC Hydro. They will be received and held in confidence by BC Hydro, subject to the provisions of FOIPPA and this RFQ.

7.9 Disclosure and Transparency

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

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

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

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

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

7.10 No Collusion

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent, represents and confirms to BC Hydro, with the knowledge and intention that BC Hydro may rely on such representation and confirmation, that its Response has been prepared without collusion or fraud, and in fair competition with Responses from other Respondents.

7.11 No Lobbying

A Respondent, and any firms, corporations or individual member of a Respondent, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of BC Hydro, Partnerships BC, the Fairness Adviser's company except the individual appointed as Fairness Adviser, or any representative of BC Hydro, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by BC Hydro. BC Hydro reserves the right to disqualify a Respondent that contravenes this section 7.11.

7.12 Conflict of Interest Adjudicator

BC Hydro will appoint a conflict of interest adjudicator (the “**COI Adjudicator**”) to provide decisions on conflicts of interest or unfair advantage issues, including whether any person is a Restricted Party. There is no requirement for all issues to be referred to the COI Adjudicator.

7.13 Relationship Disclosure and Review Process

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

Respondents must submit the form attached as Appendix F with their Response and disclose all conflicts of interest and unfair advantage.

Respondents, including all firms, corporations or individual member of a Respondent Team, will promptly disclose to the Contact Person:

- (a) any potential conflict of interest;
- (b) any existing business relationships the Respondent or any member of the Respondent Team may have with BC Hydro, Partnerships BC, any individual known to the Respondent to be involved in the evaluation process or any other person providing advice or services to BC Hydro with respect to the Project; and
- (c) any other matter that gives rise or might give rise to an unfair advantage.

At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

For the purposes of this RFQ, references to unfair advantage include references to confidential information that is not, or would not reasonably be expected to be, available to all Respondents.

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

7.13.1 Use or Inclusion of Restricted Parties

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

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

Each Respondent is responsible, and bears the onus, to ensure that neither the Respondent nor any Respondent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Respondent Team except as permitted by this Section 7.12.

7.13.2 Current Restricted Parties

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

- Enspira
- Borden Ladner Gervais LLP
- Singleton Urquhart LLP
- Bit Stew
- ABSBC, Accenture Business Services of British Columbia Limited Partnership
- Accenture
- CAP Gemini
- HP
- The Province of British Columbia and Partnerships BC, including their former and current employees who fall within the definition of "Restricted Party".

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

7.13.3 Request for Advance Decision

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent is or may be a Restricted Party or has a concern about any conflict or unfair advantage it may have, is encouraged to request an advance decision in accordance with this Section.

To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person, not less than 10 days prior to the Closing Time by email, the following information:

- (a) names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
- (b) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage, including the effect of confidential information; and
- (d) copies of any relevant documentation.

BC Hydro may make an advance decision or may refer the request for an advance decision to the COI Adjudicator. If BC Hydro refers the request to the COI Adjudicator, BC Hydro may make its own response to the COI Adjudicator.

Subject to Section 7.13.4 all requests for advance decisions will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

7.13.4 BC Hydro May Request Advance Decisions

BC Hydro may also independently make advance decisions, or may seek an advance decision from the COI Adjudicator, where BC Hydro identifies a potential conflict, unfair advantage or a person who may be a Restricted Party. BC Hydro will, if it seeks an advance decision from the COI Adjudicator, provide the COI Adjudicator with relevant information in its possession. If BC Hydro seeks an advance decision from the COI Adjudicator, BC Hydro will give notice to the possible Respondent and may give notice to the possible Restricted Party so that they may provide input regarding the issues raised to the COI Adjudicator.

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and BC Hydro may require that the Respondent make an application under Section 7.13.

7.13.5 Decisions Final and Binding

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

7.13.6 Exclusivity

Unless permitted by BC Hydro in its sole discretion or permitted as a Shared Use Person, a Key Individual or an Equity Provider may only participate as a member of one Respondent Team.

7.13.7 Shared Use

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

7.14 Fairness Adviser

BC Hydro has appointed **John Singleton**, QC as Fairness Adviser (the Fairness Adviser) to act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of a Preferred Proponent. The Fairness Adviser will be kept fully informed by BC Hydro of all activities associated with the implementation of the Competitive Selection Process, and will have full

access to all documents, meetings and information related to the process. The Fairness Adviser will report to the Executive Project Board as to the fairness of the implementation of the process. The reports of the Fairness Adviser will include a report on the process followed leading to the selection of the shortlisted Respondents under this RFQ, and BC Hydro will make such report public.

Respondents may contact the Fairness Adviser directly with regard to concerns about the fairness of the Competitive Selection Process..

APPENDIX A - RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

- 1. Response Guidelines**
- 2. Evaluation Criteria**
 - 2.1 Evaluation Criteria
 - 2.2 Disqualification of Responses
- 3. Response Format**

1. Response Guidelines

Responses should:

- (A) Be in the form and include the content described in Appendix A.
- (B) Include:
 - (a) One soft copy of their Response in **unsecured** standard portable document format, to be delivered on an USB memory stick; and
 - (b) Seven hard copies of the Response, one of which should be signed and marked “original”.
 - (c) One hard copy of the Response Declaration Form (see Appendix D of the RFQ) signed by the Respondent.
 - (d) One hard copy of the Relationship Declaration Form (see Appendix F of the RFQ) signed by the Respondent all key members of the Respondent Team.
- (C) Be in accordance with the following style guidelines:
 - (a) Font: Arial, point size 11, with the exception of graphics.
 - (b) Margins: should not be less than 0.75 inches on any one margin.
 - (c) All graphics should be legible (of a resolution size to allow expansion to increase readability).
 - (d) Paper stock should be from 100 per cent recycled material.
 - (e) All Responses should be typed.
- (D) Be delivered in an envelope/box, clearly marked with the words, “Meter Data Management Project, Response to Request for Qualifications”, to the Response Delivery Address.

2. Evaluation

2.1 Evaluation Criteria

BC Hydro will evaluate Responses by applying the Evaluation Criteria and weighting in Table 1, in accordance with each section of the Response content requirements outlined in Section 3, Table 2.

Table 1. Evaluation Criteria and Weighting

Response Section		Evaluation Criteria	Weighting
2	Mandatory Business & Technical Requirements	Pass/Fail	
3	Overall Solution	Functionality	40%
4	Core Product Functionality		
5	Reporting and Data Analytics		
6	Security and Privacy	Technical	30%
7	Interoperability and Integration		
8	Performance and Scalability		
9	Future Proofing and Value Added	Services	20%
10	Services		
11	Commercial viability	Commercial	10%

2.2 Disqualification of Responses

Without limitation, BC Hydro may, in its sole discretion, disqualify a Response if:

- (a) Background investigations reveal any criminal affiliations or activities by the Respondent or a member of the Respondent Team and such affiliations or activities would, in the sole opinion of BC Hydro, interfere with the integrity of the Competitive Selection Process; or
- (b) It includes a false or misleading statement, claim or information.

Respondents may be required to undertake a criminal records check to participate in the Program.

3. Response Format

For Responses, Respondents should use the section numbers and titles provided in Table 2 below.

Table 2. Response Content Requirements

Section No.	Title & Contents	
1.	Introduction	
1.1	Proposed Respondent Team	(a) Provide the legal name of the entity for the following: 1. Respondent
1.2	Contact Information	Provide the name and contact details for the Respondent's Representative. Please note: The Respondent's Representative will be the only person to receive communication from the Contact Person regarding the RFQ. Respondent's Representative: 1. Name 2. Employer 3. Mailing/courier addresses 4. Telephone number 5. Email address 6. Website address
2.0	Mandatory Business and Technical Requirements	
BC Hydro has the following set of Mandatory Business and Technical Requirements. The Respondent must confirm for each of the 5 items below that their solution meets these requirements and identify how and where (i.e. deployed, lab tested) the requirement is met.		

Section No.	Title & Contents
2.1	The MDMS is proven and deployed in production in at least 2 North American Electricity Utilities. At least one of the customer installs shall be over 500,000 meters and reading all 500,000 meter registers on a daily basis by 1 st June 2010.
2.2	The MDMS data model and data interchange is compliant with the IEC 61968 standard for data models and 61970 for data integration.
2.3	The MDMS supports multiple metering system head end systems also referred to as Automated Data Collection Systems (ADCS).
2.4	The MDMS must be able to create billing determinants for SAP and the Respondent commits to support the SAP meter data unification and synchronization (“MDUS”) framework.
2.5	The MDMS must have the ability to stores flags and other non consumption meter data and have the ability to store multiple channels with various Units Of Measure data for meters with configurable interval length.
3.	Overall Solution
3.1	<p>In five (5) pages or less provide an overall description of your proposed MDMS offering and why it best meets BC Hydro’s requirements and objectives. In your response ensure you include details on:</p> <ul style="list-style-type: none"> a) The name and version of the software proposed for the solution; b) Clearly indicate what functionality is provided out of the box, with configuration or customization. If functionality proposed is not currently commercially available and in which release and when the functionality will become available; c) The proposed hardware and architecture for the solution; d) How security and privacy is achieved with your solution; and e) Proposed integration method with the ESB.
4.	Core Product Functionality
4.1	<p>Describe your Validate, Estimate and Edit (“VEE”) capabilities. In your response include details on:</p> <ul style="list-style-type: none"> a) What VEE Rules are provided as standard? b) What level of configuration, customization or creation of additional rules is supported, and how it is achieved? c) Describe the typical process and reports generated when data is found to be missing or incorrect; and d) Describe any mechanism you support for automatically asking for a reread of data for missing or incorrect data.

Section No.	Title & Contents
4.2	<p>Describe the data storage and data management functionality included in your solution. In your response provide details on the data mart component and ensure you address the following topics:</p> <ul style="list-style-type: none"> a) Data archiving and management functionality with a multi tier storage implementation; b) How your solution can store flags and other non consumption meter data. List the standard attributes you support and describe the process for adding or customizing attributes. c) The ability to store multiple channels of Units of Measure data for meters with configurable interval length. d) How multiple meter types or classes can be stored (e.g. residential meters, commercial meters, transformer meters, feeder meters) e) Describe how you system can support virtual feeder and transformer metering points with the use of data aggregation; f) Data import and export functionality and external system adaptors that are supported. g) How your system support time / time stamps and how they are coordinated with other systems across the enterprise. h) How your system supports a single population of meters that spans multiple time zones.
4.3	<p>To support BC Hydro's billing process describe how your system can be integrated with SAP. Provide details on:</p> <ul style="list-style-type: none"> a) How you would create the billing determinants, describe the type of billing you can support (interval, register, Time of Use ("TOU"), Inclining Block rates); b) How you would support the management and synchronization of meters and In Home Display Devices via the SAP Device Management module; c) How you would synchronize any rate structures shared by SAP and the MDMS d) How you would provide support for the SAP MDUS framework.
5.	Reporting and Data Analytics
5.1	<p>Describe what data presentation and reporting features are provided available to support BC Hydro operational reporting around the presentation of data and reporting on meter data, metrics and events. Include details on:</p> <ul style="list-style-type: none"> a) What level of interaction is supported and what level of granularity of data and 'drill down' capabilities are provided b) What export and customization functionality is available c) Are other third party reporting tools required and/or supported d) Can the reports and analytics be accessed via a portal; e) How does your system support time / time stamps and how is time presentation handled with data presentation and export of data to other systems?

Section No.	Title & Contents
5.2	What data analytical and ad hoc reporting capabilities does your system support?
6.	Security and Privacy
6.1	<p>Describe your security framework and road map. Provide details on:</p> <ul style="list-style-type: none"> a) Authentication and access control features and how authentication and access is managed throughout the product suite? b) Are there different methods available or required for different parts of the suite? c) Describe how your implementation would provide role-based access control and authorization (e.g. whether users have read or write access) to data by user, according to a defined BC Hydro policy;
6.2	<p>Describe your data privacy framework Provide details on:</p> <ul style="list-style-type: none"> a) The functionality provided to implement a data privacy policy; b) Features provided that support masking or restricting access to personal or private data; c) Data segregation and access control for different data types.
6.3	<p>Describe your logging and auditing capabilities, including:</p> <ul style="list-style-type: none"> a) How your implementation would log all security-related events in a non-editable, non-reputable manner; b) How you permit security logs and settings to be audited securely.

Section No.	Title & Contents
7	Interoperability and Integration
7.1	<p>List the Metering systems and head end (ADCS) systems that you have deployed your product with. For each deployment type you should provide details on:</p> <ul style="list-style-type: none"> a) The meters system and the functionality supported (e.g. Interval or register reads, remote connect/disconnect, bi directional metering) b) What ADCS(s) the MDMS was integrated with and the method of integration.
7.2	<p>Does your product support integration via TIBCO ESB? In your response ensure you provide details on;</p> <ul style="list-style-type: none"> a) If the ESB adaptors are provided as part of a standard software license, purchased separately or custom developed; b) What integration methodologies are supported and how (e.g. JMS, SOAP, XML, WS and WSDL)
8	Performance and Scalability
8.1	<p>Describe how you would deploy your solution in a multi-site deployment with failover, load balancing and redundancy features. Describe how you would scale the solution and indicate any impacts or required changes to any existing footprint to achieve this; include vertical and horizontal scaling options if both are available.</p>
8.2	<p>Provide details of 3 of your largest/larger deployments and include a description of the:</p> <ul style="list-style-type: none"> a) Interval lengths that are read (i.e. 15 min, hourly, daily) and how often meter data is provided to the MDMS (daily, every 8 hours, etc.); b) The average daily volume of data that is stored c) The billing process supported (interval or register billing, TOU, Inclining Block rates) <p>For each of the deployments provide a name and contact details at the utility that can be used as a reference.</p>
9	Future Proofing and Added Value Features
9.1	<p>Provide a product roadmap for the short term (next 3 years) medium term (next 3 to 5 years) and long term visions (5 to 10 years). For the short term provide details on the enhancements and bug fixes for the next 2 releases.</p>

Section No.	Title & Contents
9.2	<p>List any Smart Grid, Smart Metering Standards organizations or other Smart Metering bodies you are an active member of:</p> <ul style="list-style-type: none"> a) Include the level of activity in the organizations b) List standards that you currently support.
9.3	<p>Provide details if any on additional components or services and describe how these capabilities are integrated into the core MDMS product. BC Hydro is specifically interested in:</p> <ul style="list-style-type: none"> a) Revenue protection functionality; b) Outage management functionality; c) Advanced customer data presentation and analytics capabilities via a portal; d) List others you offer that you think are relevant to BC Hydro
10	<p>Services</p> <p>For questions that deal with timing and location, please answer in the context of a deployment in British Columbia, Canada and include implications to hours and level of support for BC Hydro.</p>
10.1	<p>Provide a description of how you propose to deliver the project services to meet our objectives and requirements. In your response ensure you include:</p> <ul style="list-style-type: none"> a) Your service delivery model for clients; b) Details of you organizational structure and capacity surrounding, research and development, product services, Client support and other functions; c) A sample design, installation and configuration plan with schedules and resources required; d) Details on the services and staff that you propose to use to support the design, build, deployment, configuration and testing of the solution; e) Details on any methodologies and tools you intend to use to support the design, build, deployment, configuration and testing of the solution.
10.2	<p>Describe the levels of technical support you provide:</p> <ul style="list-style-type: none"> a) What are the benefits of each support level, b) What time is the support provided and from what location it is supported from; c) What channels of communication for support are provided (phone, internet, etc)

Section No.	Title & Contents	
11	Financial Viability	
11.1	Financial Viability	<p>Provide the following information:</p> <p>(a) Most recent Annual Report or similar detailed corporate and business overview, including a description of the legal status (i.e. corporation, partnership or other).</p> <p>(b) Respondent's audited financial statements, if available, for the past 3 years, including any interim statements for each quarter since the last audited statement, if available. (If audited financial statements are unavailable, please provide a suitable alternative.)</p> <p>(c) Respondent's credit rating and copies of current credit agency reports, if available.</p> <p>(d) Respondent's details of any material events that may affect the Proponent's financial standing since the last annual or interim statement.</p> <p>(e) Where the financial statements and information provided are that of the Respondent's parent company or affiliate provide confirmation of the willingness of the parent or affiliate to provide a parental guarantee.</p> <p>(f) For RFQ Respondents and/or parent organizations without an established credit rating, provide sufficient evidence to show that the vendor has access to sufficient capital to secure adequate materials, facilities, transportation, etc. to fulfill all of its obligations described under the RFQ.</p> <p>For entities where the accounts provided are for a parent company, rather than the entity listed in 1.1 please provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed in 1.1.</p>

APPENDIX B - RECEIPT CONFIRMATION FORM

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

RECEIPT CONFIRMATION AND CONFIDENTIALITY AGREEMENT

Meter Data Management System

To receive any further distributed information about this Request for Qualifications, please execute and email this Receipt Confirmation Form as soon as possible to the attention of the Contact Person:

BC Hydro

Email: Xavier.Serrano@bchydro.com

RESPONDENT CONTACT INFORMATION

NAME OF RESPONDENT: _____

STREET ADDRESS: _____

CITY _____ **POSTAL/ZIP CODE:** _____

PROVINCE/STATE: _____ **COUNTRY:** _____

MAILING ADDRESS, IF DIFFERENT: _____

EMAIL ADDRESS: (_____) _____ **TELEPHONE:** (_____) _____

CONTACT PERSON: _____

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C - CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

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

Confirmation Form.

- (e) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Equity Provider, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, BC Hydro or Partnerships BC in connection with the Program.
- (f) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in Appendix H of the RFQ.

2. Confidentiality

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Hydro, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

3. Ownership of Confidential Information

BC Hydro owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of BC Hydro, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

4. Limited Disclosure

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

5. Destruction on Demand

On written request, the Recipient will promptly deliver to BC Hydro or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to BC Hydro in writing, all in accordance with the instructions of BC

Hydro; provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.

6. Acknowledgment of Irreparable Harm

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that BC Hydro or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that BC Hydro will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which BC Hydro may be entitled at law or in equity.

7. Waiver

No failure to exercise and no delay in exercising, any right or remedy under this Agreement by BC Hydro will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

8. Severability

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

9. Enurement

This Agreement enures to the benefit of BC Hydro and Partnerships BC and binds the Recipient and its successors.

APPENDIX D - RESPONSE DECLARATION FORM

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

[RFQ Respondent's Letterhead]

To: BC Hydro
9100 Glenlyon Parkway,
Burnaby, BC, V5J 5J8

Attention: Xavier Serrano

In consideration of BC Hydro's agreement to consider Responses in accordance with the terms of the RFQ, the Respondent hereby agrees, confirms and acknowledges, on its own behalf and on behalf of each member of the Respondent Team, that:

1. Response

- a) This Response Declaration Form has been duly authorized and validly executed;
- b) The Respondent is bound by all statements and representations in its Response;
- c) Its Response is in all respects a fair Response made without collusion or fraud; and
- d) BC Hydro reserves the right to verify information in the Respondent's Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response the Respondent agrees that they consent to the conduct of all or any of those investigations by BC Hydro.

2. Acknowledgements with Respect to the RFQ

- a. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- b. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 7.7, all documents listed in the RFQ "Table of Contents", and any and all Addenda;
- c. The Respondent's representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response,

including but not limited to providing clarifications and additional information that may be requested in association with the RFQ;

- d. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ and any and all conditions that may in any way affect its Response.

3. Evaluation of Responses

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

4. Consent of Respondent Team

- a) The Respondent has obtained the express written consent and agreement of each member of the Respondent Team, as listed below, to all the terms of this Response Declaration Form.

5. The Respondent Team consists of:

Name	Address	Key Individual

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

APPENDIX E - PARTICIPATION AGREEMENT

Proponents will be required to sign a Participation Agreement as a condition of participating in the RFP. The agreement will include confidentiality and other provisions as outlined below in this Appendix E.

BETWEEN:

British Columbia Hydro and Power Authority with offices at 6940 14th Avenue, Burnaby, B.C., V3N 1Y9 ("**BC Hydro**")

And:

<> having a place of business at <> (the "**Proponent**")

WHEREAS

- A. BC Hydro has implemented a Competitive Selection Process for a Meter Data Management System.
- B. The Competitive Selection Process includes a Request for Qualifications (RFQ) stage, as described in the Request for Qualifications, and a Request for Proposals (RFP) stage that will among other things, enable Proponent input and consultations, facilitate development of high quality, competitive Proponent submissions, and have as an objective the achievement of the Meter Data Management System Program objectives.
- C. BC Hydro has shortlisted the Proponent under the RFQ and invited the Proponent to continue in the Competitive Selection Process by proceeding to, and participating in, the Request for Proposals stage subject to, and in accordance with, the terms of this Agreement.
- D. The Proponent wishes to continue in the Competitive Selection Process by proceeding to, and participating in, the Request for Proposals stage subject to, and in accordance with, the terms of this Agreement.

This Agreement sets out the terms and conditions between BC Hydro and [Proponent] ("**you**", "**your**" or the "**Proponent**"), pursuant to which you agree with BC Hydro as follows:

- 1. Capitalized terms not otherwise defined in this letter agreement (this "**Agreement**") have the meanings given to them in the RFP.
- 2. The Proponent agrees that as a condition of receiving the RFP and as a Mandatory Requirement, you must sign and deliver the Participation Agreement and any amendments, and you must comply with the Participation Agreement.

3. Option to Terminate

- a. The Proponent may, within 5 business days after the date the RFP is issued, as notified by the Contact Person, provide written notice to the Contact Person exercising an option to terminate the Participation Agreement, and the Proponent's participation in the Competitive Selection Process (the "**Termination Option**") and the Proponent will promptly return to BC Hydro all copies of the RFP and any Confidential Information. Sections 4, 5, 6, 7 and 8 will survive any such termination.
 - b. By exercising the Termination Option, the Proponent agrees that it will no longer participate in the Competitive Selection Process, waives any and all Claims against BC Hydro for the Proponent's participation in the Competitive Selection Process.
 - c. If the Proponent does not exercise the Termination Option in the manner set out in this Section, the Proponent will be deemed not to have exercised such option, and to have irrevocably accepted the terms and conditions set out in this Agreement as of the date of this Agreement.
- 4. Confidentiality. The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with the provisions of the Confidentiality Conditions attached as Schedule 1 of this Appendix F, all of which conditions are expressly included as part of this Agreement. This Section 4 will not limit any other obligations under any Data Room Agreement.**
- 5. Terms of RFP. The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP. Without limiting the foregoing, the Proponent acknowledges that the terms of this Agreement will not limit the Proponent's obligations and requirements under the RFP, any Data Room Agreement, and any other document or requirement of BC Hydro.**
- 6. Limitation. Without limiting Section 5, the Proponent accepts and agrees to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 10.13 (Limitation) of Volume 2 of the RFP.**
- 7. Amendments. The Proponent acknowledges and agrees that BC Hydro may, in its sole discretion, amend the RFP at any time, and from time to time, and acknowledges that by submitting a Proposal it accepts, and agrees to comply with, all such amendments. In the event the Proponent does not agree to any such amendment, it agrees that its sole recourse is to not submit a Proposal.**
- 8. General.**
- a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - (i) it has the requisite power, authority and capacity to execute and deliver this Agreement;
 - (ii) this Agreement has been duly and validly executed by it or on its behalf by its duly authorized representatives; and
 - (iii) this Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

- b) *Survival following cancellation of the Competitive Selection Process.* Notwithstanding anything else in this Agreement, if BC Hydro, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with Sections 4, 5, 6, 7 and 8.
- c) *Severability.* If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.
- d) *Enurement.* This Agreement enures to the benefit of BC Hydro and binds the Proponent and its successors.
- e) *Applicable Law.* This Agreement will be deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- f) *Headings.* The use of headings are for convenience only and are not to be used in the interpretation of this Agreement.
- g) *Gender and Number.* Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- h) *Including.* The word "including" when used in this Agreement and the attached Schedule is not to be read as limiting.

Please confirm your agreement to this Participation Agreement by signing and returning a copy of this letter by email or personal delivery to the Contact Person.

Agreed to this ____ day of _____, 2010 .

(Name of Proponent)

Authorized Signatory

SCHEDULE 1

CONFIDENTIALITY CONDITIONS

1. Definitions.

In these confidentiality conditions:

- a) **“Confidential Information”** means all documents, knowledge and information provided by the Disclosing Party to, or otherwise obtained by, the Receiving Party, whether before or after the date of this Agreement, whether orally, in writing or other visual or electronic form in connection with or relevant to the Program, the RFP, the RFQ or the Competitive Selection Process, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- (i) Is or subsequently becomes available to the public, other than through a breach of this Agreement by the Receiving Party;
 - (ii) Is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Program, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
 - (iii) Was rightfully in the possession of the Receiving Party or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
 - (iv) Was developed independently by the Receiving Party without the use of any Confidential Information; or
 - (v) Is required to be disclosed pursuant to any judicial, regulatory or governmental order validly issued under applicable law,
- b) **“Disclosing Party”** means BC Hydro or any of its Representatives,
- c) **“Permitted Purposes”** means evaluating the Program, preparing a Proposal, and any other use permitted by this Agreement,
- d) **“Receiving Party”** means the Recipient or any of its Representatives,
- e) **“Recipient”** means a Proponent or any other interested party who completes a Receipt Confirmation Form, and
- f) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Prime Member, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, BC Hydro or Partnerships BC in connection with the Program.

2. Confidentiality.

The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Hydro, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.

- a) **Ownership of Confidential Information.** BC Hydro owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of BC Hydro, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
- b) **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Program and preparing its Proposal or proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.
- c) **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically shall be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
- d) **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that BC Hydro or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that BC Hydro will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which BC Hydro may be entitled at law or in equity.

3. Waiver.

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by BC Hydro will be deemed to be a waiver of that right or remedy.

APPENDIX F – RELATIONSHIP DISCLOSURE FORM

This Form must be completed by the Respondent on its own behalf and on behalf of each member of the Respondent Team (including firms and individuals).

[RFQ Respondent’s Letterhead]

To: BC Hydro
9100 Glenlyon Parkway,
Burnaby, BC, V5J 5J8

Attention: Xavier Serrano

Re: Request for Qualifications entitled “Meter Data Management System”

[Insert Respondent Name] Response

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

1. The Respondent has undertaken the necessary and due searches and inquiries;
2. The Respondent and each member of the Respondent Team has reviewed the list of Restricted Parties set out in the RFQ and that as of the date of this Relationship Disclosure Form, neither any member of the Respondent Team nor the Respondent has any current or former relationship with:
 - (a) Any former or current officials, employees, representatives, elected officials of the Province; or
 - (b) Any former or current officers, directors, employees or representatives of any individual, corporation, partnership, or other entity, or the entity itself, that have been involved in the Competitive Selection Process or the design, planning or implementation of the Project, or
 - (c) Any Restricted Party or their current or former employees, shareholders, directors or officers other than as identified in the table below.

The Respondent makes the declarations set out in this Relationship Disclosure Form with the knowledge and intention that BC Hydro will rely upon and, despite any prior or subsequent investigation by BC Hydro, will be deemed to have relied upon, these declarations in connection with the Qualification Response, including any consideration and evaluation of the Qualification Response, pursuant to the RFQ.

Name of Restricted Party / Person	Details of the nature of the Respondent's or Respondent Member's or Key Individual's relationship with the listed Restricted Party (e.g. Respondent/Key Individual was an adviser to the Restricted Party from 1999-2000)

(Add additional pages as may be required)

NAME OF RESPONDENT:

 Name of Firm – Respondent/Key Individual:

 Address:

 Email Address:

 Telephone:

 Name of Authorized Signatory for Respondent/Key Individual:

 Signature:

APPENDIX G - PERSONAL INFORMATION CONSENT FORM(S)

This form should be completed and signed by each individual for whom the Respondent included a resume, work history, summary of qualifications or other “personal information” as part of your response.

Respondents should note that receipt of these consents is important for BC Hydro to meet its obligations under the (BC) Freedom of Information and Protection of Privacy Act. Responses that do not include the necessary consent forms may be rejected at BC Hydro’s discretion.

PERSONAL INFORMATION CONSENT FORM

RFQ

Reference # 348

Title: BC Hydro Meter Data Management System RFQ 348

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

Consent to the indirect collection from _____
(Print Name of Respondent)

by BC Hydro, of my personal information in the form of a work history, resume or summary of qualifications.

In consenting to this indirect collection, I understand that my personal information, so collected, will be used by BC Hydro for the sole purpose of evaluating the submitted response to the above-noted procurement process. I understand further that my personal information, once collected by BC Hydro, will be handled by BC Hydro in accordance with the provisions of the (BC) *Freedom of Information and Protection of Privacy Act*.

_____) _____
Signature) Date

BC Hydro is collecting this personal information in furtherance of its mandate under the Hydro and Power Authority Act and/or Utilities Commission Act. If you have any questions about how BC Hydro collects, uses or discloses your personal information, you may contact Xavier Serrano at (778) 452-6670.

APPENDIX H - DEFINITIONS

In this RFQ:

Addenda or **Addendum** means each amendment to this RFQ issued by the Contact Person as described in section 5.11.

Affordability Ceiling has the meaning set out in section 4.2.

BC Hydro means British Columbia Hydro and Power Authority.

Claim means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

Closing Time means the date and time specified on page 1 of this RFQ, as it may be amended by BC Hydro in accordance with 7.6 (i).

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

Confidential Information has the meaning set out in Appendix C.

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

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

Contract means the agreement of BC Hydro and Contractor as embodied in all the Contract Documents.

Contractor means the successful Proponent under the RFP

Data Room means the BC Hydro website containing key reference and specification documents.

Evaluation Criteria means the criteria referred to in section 2.1 of Appendix A to this RFQ.

Fairness Adviser has the meaning set out in section 7.14.

FOIPPA has the meaning set out in section 7.2.

HAN or home area network means a secure network from the meter to a device or dongle in the customer's premise. This supports the communication between customer's devices and the meter and provides a real time view of consumption.

Head End (ADCS) Software means the software operating system to support management and configuration of the LAN and to facilitate communication between meters and the utility back end systems. This software is sometimes referred to as an Automated Data Collection System (ADCS).

Key Individuals means the key Respondent Team members as identified in Respondent's Response.

LAN or local area network means a secure network from meter to WAN via a collector, supporting two-way communication between the meter (and other devices) and the utility.

Mandatory Submission Requirements has the meaning set out in section 5.1.

Metering System includes the smart meters, LAN infrastructure, and the Head End Software to manage and monitor the meters and Telecom Network.

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

Partnerships BC means Partnerships British Columbia Inc.

Preferred Proponent means the company, firm, consortium or other legal entity selected by the BC Hydro during the RFP process to negotiate the Contract.

Proponent means a person who has been shortlisted under the RFQ to be eligible to submit a proposal in Response to the RFP.

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

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

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

Respondent means any company, firm, consortium or other legal entity that intends to submit a Response.

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

Respondent Team means the entire team as described in the Respondent's Response that will prepare the Respondent's proposal under the RFP and will perform the obligations of the Contract. For clarity, the Respondent Team includes both firms and individuals.

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

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

Response Delivery Address means the delivery address identified as such on the inside cover of this RFQ.

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

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

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

Shared Use Person has the meaning set out in Section 7.13.7.

Smart Grid means a modern, intelligent electricity transmission and distribution system that incorporates elements of traditional and advanced power engineering, sophisticated sensing and monitoring technology, information technology, and communications to provide better grid performance and to support a wide array of additional services to customers and the economy

Smart Meter means an advanced electronic solid-state meter that records consumption in more detail than a conventional electro-mechanical meter, and is capable of transmitting that information via a 2-way telecommunications network into the customer premise and back to BC Hydro

Smart Metering Program means the design, supply and deployment of the Metering System and related functionality

SMI means Smart Metering & Infrastructure and is the name BC Hydro uses for its program that comprises the design and deployment of advanced metering infrastructure and related functionality throughout the electricity value chain to the customers' premises and to enable future Smart Grid applications

Termination Option has the meaning set out in Appendix E.

WAN or wide area network means the communication layer between the collector devices and the utility and can be wireless or wired (i.e. fiber – physical cable links, cellular data modems, satellite, etc.).

Work means all or any part of the services and obligations required to be performed by Contractor under the Contract.

APPENDIX I – DETAILED SCOPE OF WORK

BC Hydro is looking for a Contractor to supply a Meter Data Management System (“MDMS”) solution and to provide the MDMS software licenses, annual maintenance and support, and associated services to support the MDMS’s implementation and transition to operations. The Contractor will also be requested to provide the interface adapters and implementation services required to support the integration of the MDMS with BC Hydro’s corporate Enterprise Service Bus (“ESB”) (TIBCO). The MDMS should include an appropriately scaled data mart as part of the product to support storage and management of the large volume of meter data that will be generated.

BC Hydro anticipates the general scope of responsibility under the Contract will be for a Contractor to provide the following elements:

- 1.) Software and Tools
 - (a) MDMS Software and License
 - (b) MDMS to ESB Interface Adaptors and License
 - (c) Design, configuration, testing, deployment, and operational support tools
- 2.) Documentation
 - (a) Product documentation
 - (b) Process documentation
- 3.) Services
 - (a) MDMS install, design, configure, build, and deployment;
 - (b) MDMS to ESB integration design, configure, build, and deployment;
 - (c) Support for functional, performance, integration, and security testing;
 - (d) MDMS user and system administration training;
 - (e) MDMS transition to operations – both business operations and system administration.

1. Software and Tools

MDMS Software and License

BC Hydro is looking for the Contractor to:

- Deliver software and license(s) for the MDMS product and any third party software components that are required for the MDMS to be fully functional. The licenses should allow for multiple instances of the MDMS - in development, testing, production, maintenance and training environments, and any second site backup location.

MDMS to ESB Interface Adaptors Software and License

BC Hydro is looking for the Contractor to:

- Deliver software and license(s) for any MDMS to ESB Interface Adaptors software available to support MDMS integration. The licenses should allow for multiple instances of the MDMS – in development, testing, production, maintenance and training environments, and any second site backup location.

Design, configuration, testing, deployment, and operational support tools

BC Hydro is looking for the Contractor to:

- Deliver software and licence(s) for any design, configuration, testing, deployment and operational support tools that support the MDMS production implementation and ongoing production operations. The licenses should allow for multiple instances of the tools – in development, testing, production, maintenance, and training environments, and any second site backup location, as appropriate.

2. Documentation

The documentation the Contractor will be required to provide falls into two distinct categories: product documentation, which includes standard user manuals, training material and product manuals; and process documentation, which includes any design artifacts, final installation and configuration documents, any development documentation, and results from testing.

Product Documentation

BC Hydro is looking for the Contractor to:

- 1.) Deliver all manuals and documentation relating to the MDMS software, Interface Adapters, and other software products provided as part of the solution. This would include but not necessarily be limited to:
 - a) User training documentation;
 - b) System administrator training documentation;
 - c) Product Specification manuals
 - d) Licence agreements; and
 - e) Warranties and Support documentation.

Process Documentation

- 1.) Deliver all documentation relating to the services supplied and the processes surrounding the MDMS software and ESB integration. This would include but not necessarily be limited to:
 - a) MDMS requirements and detailed design documentation;
 - b) MDMS installation and configuration documentation;
 - c) MDMS ESB integration requirements and detailed design documentation;
 - d) MDMS ESB installation and configuration documentation;
 - e) Functional, performance, security and integration representative test cases;
 - f) Testing harness and other support tools documentation; and
 - g) Results from specific functional, performance, security and integration testing.

3. Services

MDMS install, design, configure, build, and deployment

BC Hydro is looking for the Contractor to:

- 1.) Provide the appropriately skilled and experienced resources, with supporting methods and tools, to gather requirements and provide a detailed design of the MDMS solution, working within the overall BC Hydro applications architectural framework;
- 2.) Install, configure, and build the software as per the detailed design; and
- 3.) Upon completion and sign off of the full testing program, the Contractor is expected to work with the SMI technology team to cut-over the production-ready solution into operations.

During this task the Contractor will work under the direction of the SI Program Manager, with SMI team members and other BC Hydro departments and stakeholders including the Office of the Chief Information Officer (OCIO). The SI will provide the overall program planning and coordination of the work. BC Hydro will procure and provision all hardware required.

MDMS to ESB integration design, configure, build, and deployment

BC Hydro is looking for the Contractor to design, configure and develop all interfaces required to fully integrate the MDMS with the corporate ESB system (TIBCO). The Contractor is responsible for integrating their MDMS system through pre-built or newly developed adaptors to the BCH ESB. The services will include:

- 1.) Provide the appropriately skilled and experienced resources, with supporting methods and tools, to gather requirements and provide a detailed design of the MDMS solution, working within the overall BC Hydro applications architectural framework;
- 2.) Install, configure, and build the software as per the detailed design; and
- 3.) Upon completion and sign off of the full testing program, the Contractor is expected to work with the SMI technology team to cut-over the production-ready solution into operations.

During this task the Contractor will work under the direction of the SI Program Manager, with SMI team members and other BC Hydro departments and stakeholders including the Office of the Chief Information Officer (OCIO). The SI will provide the overall program planning and coordination of the work. BC Hydro will procure and provision all hardware required

Support for functional, performance, integration and security testing

BC Hydro is looking for the Contractor to complete functional testing and support the overall testing program for the MDMS software and all MDMS to ESB adapters. The SI is responsible for defining, implementing, and managing the overall SMI testing program. The Contractor's responsibilities will include:

- 1.) Providing the resources and testing support tools to validate all functionality implemented by the Contractor in accordance with the test cases developed and signed off as part of the design process. Testing will include:
 - a) Unit testing of configured or development functionality;

- b) System testing of configured or developed functionality;
- c) Performance testing, including volume and stress testing;
- d) Integration testing of the MDMS and interface adapters in context of the end-to-end metering solution;
- e) Security testing, including penetration tests;
- f) Any other testing as defined by the SI for the system wide testing program;
- g) Documenting all tests performed and results achieved

BC Hydro will procure and provision all hardware required.

MDMS user and system administration training

BC Hydro is looking for the Contractor to provide expertise and materials to support training of BC Hydro operational staff around all aspects of the MDMS, including recommending and assisting in the delivery of an overall training program for end users and system administrators. This will include:

- (a) Assist in identifying BC Hydro training needs, especially around the MDMS;
- (b) Develop a proposed training plan for the MDMS;
- (c) Develop training materials; and
- (d) Deliver MDMS training based on identified training needs and agreed training plan (e.g. classroom, train the trainer, in field, on-line).

MDMS transition to operations

BC Hydro is looking for the Contractor to provide expertise, documentation, training, and appropriate post-cut over support services to enable an effective transition of the MDMS solution to steady-state operations. The Contractor will support the transition to operations for both BC Hydro's system administration and business operations business groups.

APPENDIX J – REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION

BC Hydro – Meter Data Management RFQ

Raised by:

Individual's Name: _____

Respondent Name: _____

Date Submitted: _____

Request / query: (one request/query per sheet)

Commercial in confidence:

Do you request that this query be treated as "commercial in confidence"?

Yes

No