



**REQUEST FOR QUALIFICATIONS
for
DISTRIBUTION SYSTEM METERING DEVICES –
FEEDER METERS
RFQ #906**

June 20, 2011

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is:</p> <p>RFQ – Distribution System Metering Devices - Feeder Meters</p> <p>Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFQ is:</p> <p>Dawn Hart</p> <p>Mail / Courier Address:</p> <p>Bid Station</p> <p>535 Hamilton Street</p> <p>Vancouver, BC V6B 2R1 Canada</p> <p>Email: Dawn.Hart@partnershipsbc.ca</p> <p><u>No telephone enquiries please.</u></p> <p>Please direct all enquiries, by email, to the above named Contact Person.</p>
ENQUIRIES	<p>Respondents are encouraged to submit enquiries at an early date to permit consideration by BC Hydro; BC Hydro may, in its discretion, decide not to respond to any enquiry received after 3:00 p.m. (Pacific time) on the day that is 5 days before the Submission Time.</p>
RECEIPT CONFIRMATION FORM	<p>The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Receipt Confirmation Form.</p>
SUBMISSION TIME	<p>The Submission Time is:</p> <p>11:00:00 A.M. Pacific time on July 11, 2011</p>
SUBMISSION LOCATION	<p>Responses are to be submitted to:</p>

	BC Hydro Bid Station 535 Hamilton Street Vancouver, BC V6B 2R1 Canada Attention: Dawn Hart
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1. INTRODUCTION

1.1 PURPOSE OF THIS RFQ

The purpose of this Request for Qualifications (RFQ) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the delivery of Distribution System Metering Devices (DSMD) – Feeder Meters. Based on these Responses, BC Hydro intends to select, in accordance with the terms of this RFQ, a shortlist of up to four Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (RFP) stage.

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

Under the Competitive Selection Process, BC Hydro is seeking to enter into a Contract with one or more qualified entity (Contractor) to supply the feeder meters and provide the required support services for the meters (the Project).

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

1.2 ADMINISTRATION OF THIS RFQ

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

1.3 ELIGIBILITY

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

1.4 THE DATA ROOM

At the RFP stage, BC Hydro expects to set up a Data Room website containing key reference, contractual and specification documents. Access to the Data Room will be contingent upon being selected as a Proponent for the RFP Process and having successfully delivered to BC Hydro an executed Participation Agreement.

2. THE PROJECT

2.1 SMART METERING AND INFRASTRUCTURE PROGRAM

In 2010 BC Hydro commenced the procurement of the first phase of the Smart Metering and Infrastructure Program (“SMI”). The first phase of the SMI consisted of the following components:

- **Smart Meters** – A 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 BC Hydro, and the automated data collection system software application. Itron, Inc. (Itron) was selected as the successful vendor to supply these meters and related systems.
- **Deployment Services** – Installation of the smart meters across the province of British Columbia. Corix Utilities was selected as the successful vendor to perform the deployment services.
- **Program Management Services** – A solutions integrator services company to provide experienced resources to support the project management, IT and integration and custom software development tasks. Capgemini Canada (Capgemini) was selected as the solutions integrator for SMI.
- **Meter Data Management System (“MDMS”)** – A packaged software application that stores the large volumes of meter reading data and ensures that data is accurate, complete, and useable before sending the data into BC Hydro’s corporate systems. Itron was selected as the successful MDMS vendor.

By the end of 2012 SMI will:

- a) Install 1.9 million residential and commercial smart meters.
- b) Deploy field telecommunications required to transmit metering data.
- c) Implement infrastructure to support in-home feedback options including:
 - (i) A web portal which provides feedback to all customers; and
 - (ii) An in-home display option, for customers who choose to use them.
- d) Implement the infrastructure to enable conservation rates (specifically the MDMS).
- e) Start installing Distribution System Meters and advanced telecommunications.

2.2 DISTRIBUTION SYSTEM METERS

As part of the next phase of SMI, BC Hydro is planning to implement the following items to enable electricity balancing on its grid:

- **Distribution System Metering Devices (Feeder and Transformer Meters)** – new meters will be installed at key points on the grid to measure electricity supplied to localized areas.
- **Analytics Software** – an application that consolidates data from DSMDs, customer smart meters, Geographic Information Systems (“GIS”), and security databases.
- **Operational Enhancements** – new processes and work flows, customer information systems enhancements, and system changes will be implemented to enhance the efficiency of field investigations.

Under the *BC Clean Energy Act* of 2010, BC Hydro is required to invest in the deployment of DSMD to enable BC Hydro to monitor and measure energy on the BC Hydro grid.

Two general classes of meters are required: feeder meters will be deployed on the primary distribution network voltages (7.2kV, 14.4kV and 19.9kV line to neutral); transformer meters will be installed at secondary voltages (120/240V single phase three wire and 120/280V or 347/600V three phase four wire) on both overhead and underground portions of the network. This RFQ deals with the procurement of feeder meters only (transformer meters are the subject of a separate procurement).

The target is to deploy between 8,000 and 20,000 feeder meters by end of 2014. The actual quantity of each type of meter will be determined, in part, based upon market availability of different device types, and the accuracy performance of devices available as proven through the Lab Testing and Field Testing Phases of the RFP. It is estimated that the total installed Project budget will be in the order of \$20 - \$35 million.

Detailed requirements and specifications for the metering devices will be issued at the RFP stage of the Competitive Selection Process. In general, BC Hydro intends to procure feeder meters that are:

- Integrated solutions incorporating current sensing, voltage sensing, metrology, communications, and self-powering capability within a single package;
- Target accuracy equivalent to Measurements Canada Revenue Meter accuracy standards or better;
- Small and lightweight;
- Safely, quickly and easily installed;
- Designed for permanent installation;
- Require no, or minimal outages to install; and
- Have the capability to measure and record load flows.

BC Hydro anticipates that the Proponent's feeder meters may require design modifications to meet its

specifications and will require validation testing before readiness for deployment on the BC Hydro grid. As such, a staged procurement, described in section 3 below, allows for a collaborative process wherein Proponents will complete development and integration activities and BC Hydro will complete testing activities to satisfy itself that the Proponent's feeder meters conform to BC Hydro requirements before broad scale deployment. For example, BC Hydro will perform a safety by design study using BC Hydro resources to verify that the feeder meters comply with BC Hydro distribution standards and safe work practices (which will be made available during the RFP process).

BC Hydro has adopted the Itron Openway network for collection of all metering data. Proponents will be required to integrate an Itron Register Board with Network Interface Card (NIC) and other features into the feeder meters to allow for data communications and other functionality. BC Hydro currently intends that this integration work will occur during the Lab Testing Phase.

BC Hydro will be responsible for the installation of the feeder meters and the ongoing data collection and analysis of the information provided by these meters.

2.3 PROJECT OBJECTIVES

SMI is a critical infrastructure upgrade that begins with replacing approximately 1.9 million existing meters with a modern, fully integrated smart metering system. BC Hydro holds the responsibility for delivering safe, reliable and cost effective electricity to homes and businesses across the province, and SMI is an integral part of meeting that responsibility. In addition to improving safety and reliability, SMI will lead to enhanced customer service, reduced electricity theft, improved operational efficiency and less wasted electricity. Smart meters will also support greater customer choice and control, by enabling customers to use in-home feedback tools when they become available.

2.4 PROJECT TEAM

2.4.1 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 1.9 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 approximately 18,000 kilometres of transmission lines and 56,000 kilometres of distribution lines.

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

2.4.2 Partnerships BC

Partnerships BC was established by the Province of British Columbia to evaluate, structure and implement partnership delivery solutions for public infrastructure which achieve value for money.

BC Hydro has engaged Partnerships BC to manage the procurement of the Distribution System Metering Devices – Feeder Meters.

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

2.5 GENERAL SCOPE OF RESPONSIBILITY

BC Hydro anticipates that the general scope of responsibility under the Contract will be for one or more Contractor to provide the following elements:

- 1) DSMD
 - a. Supply of feeder meters on a fixed price basis for both the Project and a small number on an ongoing basis as required for BC Hydro network expansion.
- 2) Documentation
 - a. Type test documentation
 - b. Product drawings
 - c. Installation instructions
 - d. Operation and maintenance instructions
 - e. Routine test reports
- 3) Services
 - a. Support during configuration, testing and deployment
 - b. Installation training specific to the device
 - c. Operations and maintenance training
 - d. Technical support
 - e. Future firmware upgrades
- 4) BC Hydro anticipates the overall Project schedule to be as follows:

Major Milestone	Expected Date
Finalize all supply contracts	Winter 2012
Lab Testing	November 2011 – January 2012

Field Testing	January 2012 – July 2012
Start of full-scale deployment	Winter 2012
Completion of deployment	Spring 2014
Project Work Complete	Winter 2014

2.6 COLLABORATION

2.6.1 Capgemini

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

2.6.2 Itron

All meter communications will be through BC Hydro's implementation of the Itron Openway network. Proponents will be required to fully integrate Itron NICs and register boards into the feeder meters for communications. BC Hydro will provide technical specifications detailing the size and form factor, power requirements, physical connection, and message protocol for the cards in the RFP process. BC Hydro will provide Itron development kits and facilitate Itron technical support as Proponents perform the development integration work during the RFP process.

BC Hydro intends to purchase fully integrated feeder meters. It is anticipated that the Contractor will be responsible for ensuring that the integration of the Itron components is achieved. It is anticipated that BC Hydro will provide Itron's standard term sheet to all Proponents at the RFP stage. This term sheet is intended to cover items such as pricing of required parts from Itron on commercial terms warranty and required technical support.

2.6.3 Smart Grid Communications

Feeder meters and transformer meters will be installed at various points on the distribution feeder primaries and secondary sides of distribution transformers. It will be important to know the relative position of the meters on the feeder, whether one is upstream or downstream of another, and how they are grouped together on like feeder phases or distribution transformers. These relationships are

relatively stable, but change from time to time through system operations such as outage restoration, switching activities, rebalancing of load etc BC Hydro is considering Power Line Carrier technologies as a potential technique to ensure the information is accurate and timely. To support this approach, BC Hydro is deploying Smart Meters that have the capability to receive a signal modulated onto the power waveform at approximately 3 kHz and process data to be returned through the Itron Openway data collection infrastructure.

3. COMPETITIVE SELECTION PROCESS

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

3.1 RFQ STAGE

BC Hydro anticipates that it will select a shortlist of no more than four Respondents to be Proponents under the RFP, and then issue an RFP to that shortlist only, from which the Preferred Proponent(s) will be selected in accordance with the terms of the RFP.

3.2 RFP STAGE

The RFP stage is anticipated to be composed of four phases:

1. Initial Proposal Phase
2. Lab Testing Phase
3. Field Testing Phase
4. Final Proposal Phase

3.2.1 Initial Proposal Phase

The objective of the Initial Proposal Phase is to allow Proponents to better understand the Project requirements and develop their Proposals. It 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 Participation Agreement. The Proposals submitted at the end of this phase will be required to address the technical aspects of the Project and include indicative Project pricing. Upon evaluation of the Proposals, BC Hydro may issue invitations to enter the Lab Testing Phase to up to four Proponents. Only those Proponents who receive an invitation at the conclusion of the Initial Proposal Phase and have delivered to BC Hydro an executed Testing Agreement will be eligible to participate in the Lab Testing Phase of the RFP.

3.2.2 Lab Testing Phase

The objective of the Lab Testing Phase is to evaluate the performance of the Proponents' feeder meters and test whether that the feeder meters conform to BC Hydro's feeder meter technical specifications. Proponents will submit their devices which will be inspected by BC Hydro and evaluated for conformance to safety requirements prior to the commencement of testing. Devices may be of a prototype or pre-production state of readiness for preliminary evaluation of form factor, accuracy and measurement quantities. Final feeder meters with all proposed development work completed will be submitted for final

review before the device is eligible for field testing. The conformance testing will be performed at BC Hydro / Power Tech lab facilities, in collaboration with the Proponents.

BC Hydro will design, set up, execute and monitor the tests in collaboration with the Proponents. There is the expectation that Key Individuals will be available to collaborate and provide support to BC Hydro during both the Lab and Field Testing Phases and with the early integration efforts of the Itron components. It is anticipated that the lab testing results will be shared with each Proponent. Upon evaluation of the lab testing results, BC Hydro may issue invitations to enter the Field Testing Phase to up to three Proponents. Additional information on the Lab Testing Phase is detailed in Appendix H.

3.2.3 Field Testing Phase

The objective of the Field Testing Phase is to evaluate the performance of the Proponents' fully-integrated production feeder meters and to verify that the feeder meters conform to BC Hydro's business requirements and feeder meter technical specifications in actual operating conditions. Prior to entering field testing, the Proponents must satisfy all safety requirements and have completed any proposed development work so that the feeder meters meet BC Hydro's feeder meter technical specifications. Several feeder meters will be deployed at various feeder locations throughout BC Hydro's distribution network using safe work practices established in conjunction with the Proponent. It is currently envisioned that BC Hydro's role during this phase could include such items as:

- Conduct a product safety by design analysis;
- Develop appropriate installation procedures according to BC Hydro's safety and work method requirements in collaboration with the Proponents;
- Install and commission the feeder meters on-site;
- Design, set up, execute and monitor the tests and perform ongoing data collection and analysis in collaboration with the Proponents; and
- Perform device decommissioning and potentially post-trial testing.

Feeder meters will remain on trial for up to six months and may be decommissioned and reassessed in the lab. Proponents will be required to have available resources to work collaboratively with BC Hydro during this stage. Upon evaluation of the field testing results, BC Hydro may issue an invitation to any or all three of the Proponents to enter the Final Proposal Phase. BC Hydro will have a better indication at this stage on the total number of each type of feeder meter required that will form the basis for the Final Pricing Phase of this Competitive Selection Process. Additional information on the Field Testing Phase is detailed in Appendix H.

3.2.4 Final Pricing Phase

Proponents who have passed both the Lab Testing and Field Testing Phases will be invited to submit final Project pricing and additional commercial information. The final Project pricing will be evaluated with regards BC Hydro's total cost of ownership with regards to a Proponent's solution. The total cost of ownership will include, capital, installation and ongoing operating costs associated with a Proponent's solution. BC Hydro will take into consideration its evaluation of the Proposals, the lab and field testing results and the final submitted pricing to reach a decision on the selection of the Preferred Proponent(s). BC Hydro is searching for a feeder meter that works to its specifications under a host of real world operating conditions on the BC Hydro network. Given the size, diversity of geography and environmental conditions which the BC Hydro network is subject to, BC Hydro reserves the right to contract with one or more of the Proponents for volume procurements and deployments in order to deploy a feeder meter solution that achieves the SMI objectives.

3.3 COMPENSATION FOR PARTICIPATION IN THE COMPETITIVE SELECTION PROCESS

BC Hydro will not provide any compensation to Respondents for participating in the RFQ stage of the Competitive Selection Process. However, BC Hydro is prepared to provide limited support to short listed Proponents through both the lab and field test phases of the RFP process. It is anticipated that BC Hydro will purchase the feeder meters that are tested to destruction and used in the field trials.

At the RFP stage, BC Hydro may also be prepared to provide limited financial support, up to a maximum cap of \$50,000, to Proponents to assist with legitimate expenses to accelerate the integration of the Itron Register Boards, NICs and potentially other technologies into the Proponents' feeder meters. The purpose of this funding is to expedite the process and offset legitimate integration costs that are incurred as a direct result of BC Hydro's requirement to have fully integrated feeder meters available for field trial deployment upon completion of successful lab testing. The BC Hydro payment is intended as full compensation for:

- Proponent's technical expertise, liaison with Itron, design revisions, product modifications and testing.

The terms and conditions of the BC Hydro compensation will be detailed in the Testing Agreement provided with the RFP.

3.4 COMPETITIVE SELECTION TIMELINE

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

Activity	Timeline
RFQ Issue Date	June 20, 2011
RFQ Submission Time	July 11, 2011
RFQ Evaluation	July 2011
Issue RFP and Draft Testing Agreement to Proponents	August 2011
Interactive Sessions	Mid – late August 2011
Issue Final Testing Agreement	Late August 2011
Initial Proposal Submission Time	September 19, 2011
RFP Evaluation	September – October 2011
Issue Initial Draft Contract	November 2011
Interactive Sessions on the Contract	March 2012
Issue Final Draft Contract	July 2012
Final Pricing Submission Time	August 2012
Negotiations with Preferred Proponent(s)	August – October 2012

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

4. SUBMISSION AND PROCESS INSTRUCTIONS

4.1 SUBMISSION DEADLINES

Responses to this RFQ will be received at the Submission Location before the Submission Time as stated in the Summary of Key Information:

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

4.2 RESPONSE FORM AND CONTENT

Responses to this RFQ should be in the form and content described in Appendix A, which sets out mandatory submission requirements.

4.3 LANGUAGE OF RESPONSES AND ENQUIRIES

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

4.4 NO FAX OR EMAIL SUBMISSION

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

4.5 RECEIPT OF COMPLETE RFQ

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

4.6 RECEIPT CONFIRMATION FORM

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

4.7 ENQUIRIES

Respondents are encouraged to submit enquiries using the Request for Information Form (APPENDIX G Request for Information Form) at an early date to permit consideration by BC Hydro; BC Hydro may, in its discretion, decide not to respond to any enquiry received after 3:00 p.m. (local time) on the day that is 5

days before the Submission Time.

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

- (a) Any responses will be in writing;
- (b) Enquiries to, and responses from, the Contact Person will be recorded;
- (c) 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 (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. BC Hydro may keep either or both the enquiry and response confidential if in the judgment of BC Hydro it is fair or appropriate to do so.

4.8 UNOFFICIAL INFORMATION

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

4.9 DELIVERY AND RECEIPT OF FAX AND EMAIL COMMUNICATIONS

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

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

BC Hydro does not assume any risk or responsibility or liability for any loss or damage of any kind whatsoever to any Respondent:

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

All permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's

electronic equipment or by the clock used by the Contact Person for that purpose.

4.10 ADDENDA

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

4.11 INCONSISTENCY BETWEEN PAPER AND ELECTRONIC FORM

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

4.12 REVISIONS PRIOR TO THE SUBMISSION TIME

Respondents may amend or withdraw their Response at any time prior to the Submission Time by delivering written notice to the Contact Person at the Submission Location prior to the Submission Time. Proposed amendments after the Submission Time will not be accepted.

4.13 RESPONSE DECLARATION FORM

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

4.14 RELATIONSHIP DISCLOSURE FORM

Respondents are required to complete and execute the Relationship Disclosure Form, substantially in the form attached as Appendix E, or as otherwise acceptable to BC Hydro in BC Hydro's discretion.

5. EVALUATION

5.1 EVALUATION

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

5.2 EVALUATION CRITERIA

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

5.3 EVALUATION AND SELECTION PROCEDURES

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

- (a) Conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and Key Individuals;
- (b) Conduct any background investigations and/or seek any additional information that it considers necessary in the course of the Competitive Selection Process;
- (c) Seek clarification of a Response or supplementary information from any or all Respondents;
- (d) Request interviews/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
- (e) Rely on and consider any information obtained as a result of such reference checks, background investigations, requests for clarification or supplementary information, interviews/presentations, and/or any additional information 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 three months after a shortlist has been announced. In a debriefing BC Hydro will discuss the relative strengths and weaknesses of that Respondent's Response, but BC Hydro will not disclose or discuss any

Confidential Information of another Respondent.

5.4 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 Project request and should not contain any marketing information of the Respondent or any member of the Respondent Team.

5.5 CHANGES TO PROPONENT TEAMS

BC Hydro intends to issue the RFP only to the entities that have been shortlisted under this RFQ (Proponents). If for any reason a 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 members for listed members), then the Proponent will submit a written application (with such information as BC Hydro may require, including a comprehensive description of the change, the reason for the change and sufficient information and documentation, including as to suitability, knowledge, skills, resources, experience, qualification and abilities of the new member(s)) to BC Hydro for approval. BC Hydro, in its sole and absolute discretion, may grant or refuse to grant permission for a change to a Proponent's team list, considering BC Hydro's objective of achieving a Competitive Selection Process that is not unfair to other Proponents, and without limiting the above.

BC Hydro's discretion to give approval for changes to a Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Proponent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Proponent.

BC Hydro may refuse to permit a change to the membership of a 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.

6. RFQ TERMS AND CONDITIONS

6.1 NO OBLIGATION TO PROCEED

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

6.2 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

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

By submitting a Proposal, the Proponent represents and warrants to BC Hydro that the Proponent has complied with applicable Laws, including by obtaining from each Person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to BC Hydro as part of the Proposal for the purposes of this RFP and the Competitive Selection Process.

6.3 CONFIDENTIALITY OF INFORMATION

All non-public information pertaining to Partnerships BC, BC Hydro or third party information (e.g. Capgemini, Corix Utilities and Itron) obtained by the Respondent as a result of participation in this RFQ is confidential and will 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 F.

6.4 COST OF PREPARING THE RESPONSE

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

6.5 NO REPRESENTATION OR WARRANTY

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

6.6 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 Project, modify, cancel or suspend the RFQ process or any or all stages of the Competitive Selection Process, at any time for any reason;
- (b) Accept or reject any Response based on the Evaluation Criteria as evaluated by BC Hydro;
- (c) Disqualify a Response that fails to meet the stated Mandatory Submission Requirements under section 4 of this RFQ, or for any of the reasons set out in section 2.2 of Appendix A, or any other reason BC Hydro determines appropriate;
- (d) Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Response or failure to comply with the requirements of this RFQ, except for Mandatory Submission Requirements, and accept that Response even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFQ would otherwise render the response null and void;
- (e) Not accept, review or evaluate 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, calls for tender, or enter into negotiations for this Project or for work of a similar nature;
- (h) Make any changes to the terms of the business opportunity described in this RFQ; and
- (i) 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.

6.7 LIMITATION OF DAMAGES

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

If BC Hydro for any reason whatsoever:

- (a) Does not select a shortlist of Respondents;
- (b) Suspends, cancels, or in any way modifies the Project or the Competitive Selection Process (including modification of the scope of the Project or modification of this RFQ or both);
- (c) Accepts any compliant or non-compliant Response or selects a shortlist of one or more Respondents;
- (d) Under the terms of this RFQ permits or does not permit a Restricted Party to advise, assist, or participate as part of a Respondent Team; or
- (e) For any breach or fundamental breach of contract or legal duty of BC Hydro, whether express or implied.

The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, if the Respondent is not shortlisted in the Competitive Selection Process for any other reason whatsoever.

6.8 OWNERSHIP OF RESPONSES

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

6.9 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: this RFQ document, and the name(s) of the Preferred Proponent(s).

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Competitive Selection Process, the disclosure of

any public information generated in relation to the Project, including communications with the media and the public, will be coordinated with, and is subject to prior approval of, BC Hydro.

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

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

6.10 NO COMMUNICATION OR COLLUSION

By submitting a Response, a Respondent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent Team, represents and confirms to 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.

Except as may be specifically permitted in writing by BC Hydro to assist with the collaborative process, Respondents and their Respondent Team members are not to discuss or communicate, directly or indirectly, with other Respondents or their Respondent Team members or any of their respective directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submission of their Responses or any other aspect of the Competitive Selection Process.

6.11 NO LOBBYING

A Respondent, and any firms, corporations or individual members of a Respondent Team, or any of their respective representatives, will not attempt to communicate directly or indirectly with any representative of BC Hydro (other than the Contact Person), Partnerships BC, the Fairness Advisor's firm except the individual appointed as Fairness Advisor, or any representative of BC Hydro, at any stage of this RFQ process, including during the evaluation process, except as expressly directed or permitted by BC Hydro. BC Hydro reserves the right to disqualify a Respondent that contravenes this section 6.11.

6.12 RELATIONSHIP DISCLOSURE AND REVIEW PROCESS

BC Hydro reserves the right to disqualify any Respondent that in BC Hydro's opinion has a conflict of interest or an unfair 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 will submit the form attached as Appendix E with their Response and disclose all conflicts of interest or unfair advantage.

Respondents, including all firms, corporations or individual members of a Respondent Team, will promptly disclose to the Contact Person any potential conflict of interest and existing business relationships they may have with BC Hydro, Partnerships BC or any members of BC Hydro or others providing advice or services to BC Hydro with respect to the Project, or any other matter that gives rise, or might give rise, to an unfair advantage. At the time of such disclosure, the Respondent will advise the Contact Person how the Respondent proposes to mitigate, minimize or eliminate the situation.

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

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

6.12.1 Use or Inclusion of Restricted Parties

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

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

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

6.12.2 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.

- Power Tech Labs
- Itron
- Silva Bay Strategies
- Borden Ladner Gervais LLP
- Singleton Urquhart LLP

- ABSBC, Accenture Business Services of British Columbia Limited Partnership
- Capgemini
- 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.

6.12.3 Conflict of Interest Adjudicator

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

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

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

6.12.4 Request for Advance Decision

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

- (a) To request an advance decision on whether a person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent Team should submit to the Contact Person, not less than ten (10) days prior to the Submission Time by email, the following information:
 - i. Names and contact information of the Respondent and the person or firm for which the advance opinion is requested;
 - ii. A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
 - iii. A description of the steps taken to date, and future steps proposed to be taken, to

mitigate the conflict of interest or unfair advantage, including the effect of Confidential Information; and

- iv. Copies of any relevant documentation.

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

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

6.12.5 BC Hydro May Request Advance Decision

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

The onus is on the Respondent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and BC Hydro may require that the Respondent make an application under section 6.12.4.

6.12.6 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.

6.12.7 Exclusivity

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

- a Prime Team Member;
- a Key Individual; and

- the Affiliated Persons of a Prime Team Member or a Key Individual

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

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

- (a) To request an advance decision on matters related to exclusivity, the Respondent or prospective Prime Team Member or Key Individual of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Submission Time by email, the following information:
 - i. Names and contact information of the Respondent or Prime Team Member or a Key Individual or prospective Respondent or Prime Team Member or a Key Individual making the disclosure;
 - ii. A description of the relationship that raises the possibility of non-exclusivity;
 - iii. A description of the steps taken to date, and future steps proposed to be taken, to mitigate any material adverse or potential material adverse effect of the non-exclusivity on the competitiveness or integrity of the Competitive Selection Process; and
 - iv. Copies of any relevant documentation.

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

6.12.8 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.

6.13 FAIRNESS ADVISOR

BC Hydro has appointed John Singleton, QC (the Fairness Advisor) to monitor the Competitive Selection Process. The Fairness Advisor will act as an independent observer of the fairness of the implementation of the Competitive Selection Process, up to the selection of Preferred Proponent(s). The Fairness Advisor will provide a written report to BC Hydro that BC Hydro will make public.

The Fairness Advisor will be:

- Provided full access to all documents, meetings and information related to the process under this RFQ which the Fairness Advisor, in its discretion, decides is required; and
- Kept fully informed by BC Hydro of all documents and activities associated with this RFQ.

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

7. DEFINITIONS

In this RFQ:

Addenda or **Addendum** means each amendment to this RFQ issued by the Contact Person as described in section 4.9.

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

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

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

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.

COI Adjudicator has the meaning set out in section 6.12.3.

Competitive Selection Process means the overall process for the selection of Preferred Proponent(s) and the signing of a Contract for the Project including, but not limited to, this RFQ.

Confidential Information has the meaning set out in Appendix C.

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

Contact Person means the person identified as such in the Summary of Key Information, or such other person as may be appointed by 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 Advisor has the meaning set out in section 6.13.

Field Testing Phase has the meaning set out in section 3.2.4.

Final Proposal Phase has the meaning set out in section 3.2.5.

FOIPPA has the meaning set out in section 6.2.

Key Device Characteristics means the feeder meters' availability and maturity, functionality / parameters measured, powering, accuracy and installation characteristics.

Key Individuals means the project lead as identified in the Respondent's Response.

Initial Proposal Phase has the meaning set out in section 3.2.2.

Lab Testing Phase has the meaning set out in section 3.2.3.

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

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

Partnerships BC means Partnerships British Columbia Inc.

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

Prime Team Member means an individual or entity that:

- a) is the Respondent; or
- b) will undertake the lead development role in respect of the Project.

Project has the meaning set out in section 1.1.

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

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

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

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

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

Respondent's Representative means the person 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 Contractor under 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 substantially as attached as Appendix D to this RFQ.

Restricted Party means those persons or firms (including their former and current employees) who have

a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project, and who have or may provide a material unfair advantage, including without limitation as a result of any Confidential Information that is not, or would not reasonably be expected to be, available to all other Respondents.

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

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

Shared Use Person means those persons or firms, if any, who are specifically named in Section 6.12.8.

Submission Location means the submission location identified as such in the Summary of Key Information.

Submission Time means the time and date indicated as such in the Summary of Key Information..

Testing Agreement means the agreement between BC Hydro and the Proponents that will govern the Lab and Field Testing phases of the RFP.

APPENDIX A RESPONSE GUIDELINES AND EVALUATION CRITERIA

Table of Contents – Appendix A

Part 1. Response Guidelines

Part 2. Evaluation

2.1 Evaluation Criteria

2.2 Disqualification of Responses

Part 3. Response Format

Part 1. Response Guidelines

Responses should:

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

Part 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 Table 2.

Table 1. Evaluation Criteria and Weighting

Response Section		Evaluation Criteria	Weighting
1	Introduction	Not evaluated	
2	Mandatory Requirements	Feeder Meter Development Stage Feeder Meter Accuracy Itron Integration Financial Viability	Pass/Fail
3	Key Device Characteristics	BC Hydro is seeking to ultimately procure a production ready integrated feeder meter incorporating current and voltage sensing, metrology, communications, and self-powering capability within a single package.	
	3.1	Availability and Maturity <ul style="list-style-type: none"> Demonstrated capability to deliver prototype or production level feeder meters, in sufficient quantities for the Lab Testing Phase. Demonstrated capability to deliver production level feeder meters, in sufficient quantities for the Field Testing Phase. 	20
	3.2	Functionality / Parameters Measured <ul style="list-style-type: none"> Demonstrated capability to deliver the required, highly desirable and nice to have functionality integrated into the feeder meters by the completion of the Lab Testing Phase. 	20
	3.3	Powering <ul style="list-style-type: none"> Demonstrated capability to deliver self powered feeder meters, requiring minimal maintenance and capable of functioning at minimal current by the completion of the Lab Testing Phase. 	10
	3.4	Accuracy <ul style="list-style-type: none"> Demonstrated accuracy of the feeder meter measurements. Development plan to increase accuracy of the feeder meter measurements. 	20
	3.5	Installation Characteristics <ul style="list-style-type: none"> Demonstrated safety, ease and efficiency of feeder meter installation processes. 	20

Response Section		Evaluation Criteria	Weighting
4	Respondent Team	Strength, relevance and demonstrated experience to undertake the testing and deployment phases associated with the Project.	10
5	Optional Components	Not Evaluated	
Total			100

2.2 Disqualification of Responses

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

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

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

Part 3. Response Format

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

Table 2. Response Content Requirements

Section No.	Title and Contents
1.	Introduction
1.1	Proposed Respondent Team a) Provide the legal name of the Respondent.
1.2	Contact Information a) Provide the name and contact details for the Respondent's Representative. Please note: The Respondent's Representative will be the <u>only</u> person to receive communication from the Contact Person regarding this RFQ. Respondent's Representative: i. Name

Section No.	Title and Contents
	<ul style="list-style-type: none"> ii. Employer iii. Mailing/courier addresses iv. Telephone number v. Email address vi. Website address
2.	Mandatory Business and Technical Requirements BC Hydro has the following set of Mandatory Business and Technical Requirements. The Respondent will provide sufficient information for each of the items below that will allow BC Hydro to determine that these requirements are met.
2.1	Feeder Meter Development Stage As of the Submission Time, Respondents are required to have a production or prototype feeder meter that measures electrical parameters at one or more primary voltages (between 7.2 kV to 19.9kV line-to-neutral) overhead or underground. <ul style="list-style-type: none"> a) Respondents are required to submit product data sheets, installation photographs, production volume data, reference installation data, or other materials and descriptions as indicated in section 3.1 to indicate the proposed product's state of maturity. Provide copies of your test reports (including 3rd party validated test reports) to demonstrate that your feeder meter measures electrical parameters at one or more primary voltages shown above.
2.2	Feeder Meter Accuracy As of the Submission Time Respondents' feeder meter measures kWh or A/Ah to 2% accuracy or better. <ul style="list-style-type: none"> a) Respondents are required to submit test data or reports, including 3rd party validated test reports, if available, to demonstrate the accuracy of the feeder meter. Describe in general terms the test metrology, standards referenced, and test conditions used to determine accuracy. Standards for feeder meter accuracy should be equivalent (or consistent) to Revenue Meter and instrument transformer accuracy standards (ANSI C12.20 & CSA C60044-1:0:7 11.1).
2.3	Itron Integration <ul style="list-style-type: none"> a) Respondents will confirm in writing their understanding that they will be required to integrate an Itron Register Board with NIC and possible other features into the feeder meter to allow for data communications and other functionality if selected to participate in the Lab Testing Phase.

Section No.	Title and Contents
2.4	<p>Financial Viability</p> <p>Respondents will establish to BC Hydro's satisfaction that it has, or will have access to, the financial strength and creditworthiness required to successfully undertake the Competitive Selection Process and ultimately to deliver the requirements of the Project. Respondents meeting this requirement at the RFQ stage will not necessarily be considered to have met this criterion for purposes of the RFP evaluation. Further, BC Hydro reserves the right to require additional supporting information for the purposes of re-assessing compliance with these criteria at the RFP stage.</p> <p>a) Provide the following information:</p> <ul style="list-style-type: none"> i. Most recent Annual Report or similar detailed corporate and business overview, including a description of the legal status (i.e. corporation, partnership or other). ii. 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.) iii. Respondent's credit rating and copies of current credit agency reports, if available. iv. Respondent's details of any material events that may affect the Respondent's financial standing since the last annual or interim statement. v. 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>For those Respondents and/or parent organizations without the information requested in points i. through v. above, Respondent should provide sufficient documentation to demonstrate that they have the financial strength, and access to capital to fulfill the obligations described in this RFQ.</p>
3.	<p>Key Device Characteristics</p> <p>For each of the overhead and / or underground feeder meters proposed, please provide:</p>
3.1	<p>Availability and Maturity</p> <p>a) Describe the feeder meter and its function (10 page maximum) including the packaging of:</p> <ul style="list-style-type: none"> i. Current / voltage sensing ii. Metrology iii. Data storage iv. Communications <p>b) Identify the product's state of deployment (e.g. prototype, production ready, in production).</p> <p>c) State the lead time required to deliver feeder meter units for the Lab Testing Phase and how many can be available (minimum of 2 or 3 units of each feeder meter).</p> <p>d) State the lead time required to deliver feeder meter units for the Field Testing Phase and how many can be available (minimum of 20 units of each feeder meter, likely to be 30 to 50).</p> <p>e) Address the application served by the product and any contemplated enhancements to the product to serve other applications.</p>

Section No.	Title and Contents								
	Attach specifications, data sheets, product drawings, test results and / or photographs to enhance your description.								
3.2	<p>Functionality / Parameters Measured</p> <p>The end product acquired in this Competitive Selection Process is expected to provide load flow and other functionality capabilities as outlined in the table below.</p> <table border="1"> <thead> <tr> <th>Requirement Level</th><th>Functionality</th></tr> </thead> <tbody> <tr> <td>Required</td><td>Profile: kWh or A /Ah (kWh is preferred)</td></tr> <tr> <td>Highly desired</td><td>Profile: kVarh, Ah, Vh Instantaneous: kW, kVar , A, V, power factor pf Event alarms</td></tr> <tr> <td>Nice to have</td><td>Power quality <ul style="list-style-type: none"> V, I harmonics Waveform capture <ul style="list-style-type: none"> V, I waveforms Temperature measurements</td></tr> </tbody> </table> <p>a) If the feeder meter described in section 3.1 above does not provide the parameter capabilities in the table above, provide a description of a development path that would allow the feeder meter described to incorporate the capabilities prior to commencement of the Lab Testing Phase. Respondents are not required to provide a development path description for each parameter.</p>	Requirement Level	Functionality	Required	Profile: kWh or A /Ah (kWh is preferred)	Highly desired	Profile: kVarh, Ah, Vh Instantaneous: kW, kVar , A, V, power factor pf Event alarms	Nice to have	Power quality <ul style="list-style-type: none"> V, I harmonics Waveform capture <ul style="list-style-type: none"> V, I waveforms Temperature measurements
Requirement Level	Functionality								
Required	Profile: kWh or A /Ah (kWh is preferred)								
Highly desired	Profile: kVarh, Ah, Vh Instantaneous: kW, kVar , A, V, power factor pf Event alarms								
Nice to have	Power quality <ul style="list-style-type: none"> V, I harmonics Waveform capture <ul style="list-style-type: none"> V, I waveforms Temperature measurements								
3.3	<p>Powering</p> <p>a) Describe the powering scheme for the product proposed (i.e. self powered, battery powered, etc)</p> <p>b) Identify any feeder meter limitations introduced by the powering scheme (i.e. it does not function when line voltage or current drops below a particular level or it requires direct sunlight for power etc.).</p> <p>c) If the feeder meter is not self powered, identify the development path that would allow incorporating self-powered capability prior to commencement of the Lab Testing Phase. Provide as much detail as possible.</p>								
3.4	<p>Accuracy</p> <p>a) Describe the accuracy level for each measurement parameter proposed, including applicable test results.</p> <p>b) Describe in general terms the test metrology and test conditions used to determine accuracy.</p> <p>c) Indicate over what operating conditions the accuracy results remain valid (temperature, current range, electric field profile changes etc.).</p> <p>d) If improvements to accuracy are contemplated, describe the development program, and what results would be expected to be achieved prior to commencement of the Lab Testing Phase.</p>								
3.5	Installation Characteristics								

Section No.	Title and Contents
	<ul style="list-style-type: none"> a) Describe the installation process for the proposed meter. b) Indicate any special tools or operational considerations for feeder meter installation. c) In particular describe any safety related considerations for feeder meter installation. d) Provide feeder meter drawing(s) with dimensions and weight. e) Does the feeder meter require an outage for installation? If yes, indicate expected duration of the outage. f) Can the feeder meter be adapted to allow installation without an outage? If yes describe a development plan which could be executed prior to commencement of the Lab Testing Phase.
4.	Respondent Team
4.1	<p>Respondent Team and Key Individuals' Experience and Availability (3 page maximum)</p> <ul style="list-style-type: none"> a) Describe the Respondent Team's experience and capability with undertaking lab and field trials as well as deploying meters for utilities. b) Identify relevant experience in adapting / developing form factors to meet customer requirements. c) Identify relevant experience in developing or adapting third party technologies such as wireless communications capabilities, register boards, etc. d) Provide comprehensive resumes for the project lead as defined. <ul style="list-style-type: none"> i. At a minimum, the following information is required: ii. Name iii. Professional qualifications/designation(s) iv. Role and responsibility for the Project v. Summary of education/qualifications vi. Relevant experience e) Describe the availability and capacity of the project lead to undertake the Project (particularly to provide support in the Lab and Field Testing phases) in relation to current and anticipated commitments to other projects that will proceed at the same time as the Project.
5.	Optional Components
5.1	<p>Advanced Connectivity</p> <ul style="list-style-type: none"> a) Describe any capabilities that your feeder meter currently has or is envisioned to have with regards to Smart Meter capabilities to establish an advanced connectivity model. b) Describe the approach and any additional equipment, software or technology that would be required to make the solution fully functional. c) Indicate which components of the solution could be offered or developed by the Respondent. Be sure to indicate if a solution solves only the phasing portion or the relative positioning portion and how the model might be updated over time.

Section No.	Title and Contents
5.2	<p>Integrated Smart Grid Functionality</p> <p>BC Hydro is interested in the long term vision for the Smart Grid technologies it deploys.</p> <ul style="list-style-type: none">a) Describe where possible, the product roadmap or vision for the technologies and functions of the feeder meters which are proposed.b) How will functionality, performance, and applications evolve over time?c) Are there plans to integrate the feeder meters into other distribution system field devices? If so, what kinds and over what time frame?

APPENDIX B RECEIPT CONFIRMATION FORM

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

Request for Qualifications

Distribution System Metering Devices – Feeder Meters

Submission Time: 11:00 A.M. Pacific Time on July 11, 2011

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

Dawn Hart

Email: Dawn.Hart@partnershipsbc.ca

RESPONDENT CONTACT INFORMATION

Name of Respondent: _____

Street Address: _____

City: _____ **Postal/Zip Code:** _____

Province/State: _____ **Country:** _____

Mailing Address, If Different: _____

Email Address: _____ **Telephone:** (____) - _____

Contact Person: _____

ACKNOWLEDGMENT OF TERMS OF RFQ AND CONFIDENTIALITY

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

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

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

Respondent Representative or other interested party:

Authorized Signature

Name of the Authorized Signatory

Title

Date

APPENDIX C CONFIDENTIALITY AGREEMENT

1. Interpretation

In this Agreement:

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

- (d) "Recipient" means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (e) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or other member of a Respondent Team or any other person contributing to or involved with the preparation or evaluation of Responses or Proposals, as the case may be, or otherwise retained by the Recipient, BC Hydro or Partnerships BC in connection with the Project.
- (f) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of this RFQ.

2. Confidentiality

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

3. Ownership of Confidential Information

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

4. Limited Disclosure

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and preparing its Response or Proposal as applicable and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC and BC Hydro, 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 will be executed by the Respondent.
2. By executing this Response Declaration, the Respondent agrees to the provisions of this RFQ and this Response Declaration.
3. Capitalized terms in this Response Declaration are defined in section 7 of this RFQ.

[RFQ Respondent's Letterhead]

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

Attention: Dawn Hart

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

(a) Response

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

(b) Acknowledgements with Respect to this RFQ

- i. The Respondent has received, read, examined and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ “Table of Contents”, and any and all Addenda;
- ii. The Respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation section 6.7, all documents listed in this RFQ “Table of Contents”, and any and all Addenda;
- iii. The Respondent’s representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ;
- iv. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- v. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its Response.

(c) Evaluation of Responses

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

(d) Consent of Respondent Team

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

(e) The Respondent Team consists of:

Name	Address	Role on Team	Key Individual (Y/N)

RESPONDENT

RESPONDENT'S REPRESENTATIVE

Name of Firm

Name

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

[IF THE RESPONDENT IS A JOINT VENTURE, CONSORTIUM OR SPECIAL PURPOSE ENTITY –
by each of its joint venture or consortium members, as applicable]

APPENDIX E RELATIONSHIP DISCLOSURE FORM

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

[RFQ Respondent's Letterhead]

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

Attention: Dawn Hart

Re: Request for Qualifications entitled "Distribution System Metering Devices – Feeder Meters"

[insert Respondent Name] Response

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

- (a) This declaration is made to the best of the knowledge of the Respondent and, with respect to relationships of each member of the Respondent Team, to the best of the knowledge of that member.
- (a) The Respondent and the members of the Respondent Team have reviewed the definition of Restricted Parties and the non-exhaustive list of Restricted Parties in section 6.12.
- (b) The following is a full disclosure of all known relationships that the Respondent and each member of the Respondent Team has or has had with:
 - i. BC Hydro;
 - ii. Any listed Restricted Party;
 - iii. Any current shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party;
 - iv. Any former shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party, who ceased to hold such position within two calendar years prior to the Submission Time; and
 - v. Any other person who, on behalf of BC Hydro or a listed Restricted Party, has been

involved in the Competitive Selection Process or the design, planning or implementation of the Project.

Name of Respondent Team member	Name of party with relationship (e.g. Authority, Restricted Party, etc.)	Details of the nature of the relationship with the listed Restricted Party/person (e.g. Respondent Team member was an advisor to the Restricted Party from _____ to _____)

(Add additional pages as may be required)

NAME OF RESPONDENT:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for
Respondent:

Signature:

APPENDIX F PARTICIPATION AGREEMENT

Insert Date

BC Hydro
Bid Station
535 Hamilton Street
Vancouver, BC V6B 2R1 Canada
Attention: Dawn Hart, Contact Person

Dear Sirs/Mesdames:

Re: Distribution System Metering Devices – Feeder Meters – Participation Agreement in respect of the Request for Proposals issued by BC Hydro on **Insert Date**, as amended or otherwise clarified from time to time, including by all Addenda (the “RFP”)

This letter agreement sets out the terms and conditions of the Participation Agreement between **insert Proponent name** (the “**Proponent**”) and BC Hydro, pursuant to which the Proponent agrees with BC Hydro as follows:

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

- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section [X.X] (Limitation of Damages) of the RFP. In no event will the liability of BC Hydro exceed the amount calculated pursuant to Section [X.X] (Partial Compensation for Participation in the RFP) of the RFP;
- (c) that BC Hydro's and the Proponent's obligations in respect of payments of partial compensation or other similar payment are as set out in Section 8.10 (Partial Compensation for Participation in the RFP) of the RFP; and
- (d) that BC Hydro's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

- (a) BC Hydro may in its sole and absolute discretion amend the RFP at any time and from time to time; and
- (b) by submitting a Proposal the Proponent accepts, and agrees to comply with, all such amendments and, if the Proponent does not agree to any such amendment, the Proponent's sole recourse is not to submit a Proposal.

6. General.

- (a) *Capacity to Enter Agreement.* The Proponent hereby represents and warrants that:
 - i. it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
 - ii. this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
 - iii. this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.
- (b) *Survival following cancellation of the RFP.* Notwithstanding anything else in this Participation Agreement, if BC Hydro, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

- (c) *Severability.* If any portion of this Participation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect.
- (d) *Enurement.* This Participation Agreement enures to the benefit of BC Hydro and binds the Proponent and its successors.
- (e) *Applicable Law.* This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.
- (f) *Headings.* The use of headings is for convenience only and headings are not to be used in the interpretation of this Participation Agreement.
- (g) *Gender and Number.* In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.
- (h) *Including.* The word “including” when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

Authorized Signatory

SCHEDULE 1

CONFIDENTIALITY CONDITIONS

1. Definitions. In these confidentiality conditions:

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

validly issued under applicable law;

- (b) **“Disclosing Party”** means BC Hydro or any of its Representatives;
 - (c) **“Permitted Purposes”** means evaluating the Project, preparing a Proposal, and any other use permitted by the RFP or this Participation Agreement;
 - (d) **“Receiving Party”** means the Recipient or any of its Representatives;
 - (e) **“Recipient”** means a Proponent or any other interested party who completes a Receipt Confirmation Form; and
 - (f) **“Representative”** means a director, officer, employee, agent, accountant, lawyer, consultant, financial advisor, subcontractor, Key Individual, or any other person contributing to or involved with the preparation or evaluation of Proposals or proposals, as the case may be, or otherwise retained by the Recipient, BC Hydro or Partnerships BC in connection with the Project.
2. **Confidentiality.** The Recipient will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Hydro, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Schedule 1, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.
3. **Ownership of Confidential Information.** BC Hydro owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Schedule 1, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains strictly confidential for a period of three years after the date of the RFP, and will not, without the prior express written consent of an authorized representative of BC Hydro, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.
4. **Limited Disclosure.** The Recipient may disclose Confidential Information only to those of its

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

5. **Destruction on Demand.** On written request, the Recipient will promptly deliver to Partnerships BC or destroy all documents and copies thereof in its possession or control constituting or based on the Confidential Information and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC (for this purpose information stored electronically will be deemed destroyed upon removal from all storage systems and devices); provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory authority pursuant to applicable law.
6. **Acknowledgment of Irreparable Harm.** The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that BC Hydro or Partnerships BC may be irreparably harmed if any provision of this Schedule 1 were not performed by the Recipient or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that BC Hydro will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any provision of this Schedule 1 by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which BC Hydro may be entitled at law or in equity.
7. **Waiver.** No failure to exercise, and no delay in exercising, any right or remedy under this Schedule 1 by BC Hydro will be deemed to be a waiver of that right or remedy.

APPENDIX G REQUEST FOR INFORMATION FORM

REQUEST FOR INFORMATION

Distribution System Metering Devices – Feeder Meters

Request Number: _____

Raised By: _____

Date Raised: _____

Type of Request: ☐ Information ☐ Clarification ☐ Meeting

Request / Query:

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

Response:

Response signed off by BC Hydro’s Lead: _____

Response signed off by BC Hydro’s Contact Person: _____

Date response returned to Proponent by BC Hydro’s project office: _____

APPENDIX H – LAB TESTING DESCRIPTION

Overview:

Proponents will be expected to perform their own testing on the feeder meters to ensure manufacturing quality, design suitability, verification of functions, etc. The purpose of the Lab Testing Phase is to verify the feeder meters' performance. The Lab Testing Phase terms and deliverables will be governed by the Testing Agreement that will be included with the RFP.

Parameters Tested:

BC Hydro may elect to retest any or all of the items required for Type Testing and Routine Testing. Proponents will submit reports for both Type and Routine tests. Testing will be in accordance with CSA C60044 (adapted to metering requirements) and C12.20 at the levels identified in the specifications and data sheets included in the RFP.

Type Tests:

- a) Temperature rise test
- b) Short circuit withstand
- c) Lightning impulse test
- d) Wet test
- e) Radio interference voltage measurement
- f) Accuracy over temperature range
- g) Short-time current test

Routine Tests:

- a) Verification of terminal markings
- b) Power frequency withstand voltage test
- c) Partial discharge measurement
- d) Determination of errors (accuracy tests)

Functional Tests

- a) BC Hydro may also perform functional tests to verify that the feeder meters measure all parameters offered, all registers and profiles are operational, communications function, configurable items are configurable, etc.

Some of the tests may not be applicable for all feeder meters. Proponents should indicate where a test may be inappropriate or not possible to perform for their device type and offer an explanation or alternative test methodology.

BC Hydro may also impose additional tests depending on the type of feeder meter proposed. For example, a feeder meter which provides a voltage measurement without benefit of a neutral reference should be expected to provide accurate voltage measurement in real conditions not just a laboratory reference set up. Lab conditions may be altered to more closely approximate a range of field conditions.

Evaluation Criteria

The RFP will identify the lab testing evaluation criteria. Most of the tests will have a simple pass / fail criteria. Failure of any particular test will not necessarily disqualify a Proponent. BC Hydro may ask for a mitigation plan and retest where it deems appropriate.

APPENDIX I – FIELD TESTING DESCRIPTION

Overview:

The objective of the field trial is to evaluate the performance of the feeder meters in actual operating conditions. Several feeder meters of each type will be deployed on BC Hydro's distribution network based on work practices established in conjunction with the Proponent. The feeder meters will remain on trial for up to six months and may be decommissioned and reassessed in the lab. At the conclusion of the trial, BC Hydro expects to contract with one or more Proponent for volume procurements. The Field Testing Phase terms and deliverables will be governed by the Testing Agreement that will be included with the RFP.

Field Trial Evaluation Criteria:

The intent of the field trial is to assess the feeder meters in operating conditions. The RFP will identify the field testing evaluation criteria. Criteria for assessing the feeder meters may include:

- Installation characteristics
- Communications capability
- Continued operation of the feeder meter / uninterrupted data connectivity
- Observation of performance in changing ambient conditions
- Drift – including post trial accuracy verification in the lab