

Request for Proposals (“RFP”)

THIS IS NOT AN ORDER

RFP #: **RfX Number**

Title: **BC Hydro Call For Power 2024**

Contact Person: **Sourcing Lead Name**

Email: **power.call@bchydro.com**

SUMMARY OF KEY INFORMATION

RFP TITLE	<p>The RFP# is: RfX Number</p> <p>The title of this RFP is: BC Hydro Call for Power 2024</p> <p>Please use this RFP# and the title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFP is: Sourcing Lead Name</p> <p>Email: power.call@bchydro.com</p> <p>Please direct all enquiries in respect of this RFP, by email, to the above named Contact Person. No telephone or fax enquiries please.</p>
CLOSING TIME	<p>The Closing Time is:</p> <p>16:00:00 Pacific Time on the Closing Date</p>
SUBMISSION LOCATION	<p>Proposals are to be submitted to the following location:</p> <p>BC Bid at www.BCBid.gov.bc.ca (“BC Bid Address”);</p>

REQUEST FOR PROPOSALS

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REQUEST FOR PROPOSALS

1.0 INVITATION

1.1 Background and Purpose

British Columbia Hydro and Power Authority ("BC Hydro") invites Proposals for the following:

RFP Number: RFX Number

RFP Title: BC Hydro Call for Power

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

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

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

Background:

BC Hydro is one of the largest electric utilities in Canada. We generate and provide electricity to 95 per cent of British Columbia's population and serve over four million people. The system includes 35 hydroelectric facilities, 300 substations and over 79,000 kilometers of transmission and distribution lines. In addition, BC Hydro has approximately 125 electricity purchase agreements with Independent Power Producers, which provide about 25% of our energy requirements. The electricity generated and transmitted to our customers throughout the province has consistently powered B.C.'s economy and quality of life.

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

Strategic Objectives:

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

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

- maintaining affordability of electricity;
- meeting rising customer expectations by maintaining a reliable power system that supports BC's growing economy;
- advancing reconciliation with First Nations; and
- reducing greenhouse gas emissions through clean and efficient electrification.

First Nations Economic Participation:

BC Hydro has worked in collaboration with First Nations on a First Nation economic participation model to ensure that this RFP creates opportunities for meaningful economic benefits, in

alignment with our United Nations Declaration on the Rights of Indigenous Peoples Implementation Plan, for First Nations.

The First Nations economic participation model consists of three parts: a requirement that each Proposal include a minimum 25% of First Nations Equity Ownership in a Project, and two evaluation credits to acknowledge further economic benefits accruing to First Nations under a Proposal.

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

To implement the two evaluation credits, BC Hydro will apply adjustments to determine an Evaluation Price for the purpose of evaluating Proposals. This process will have the effect of reducing the Bid Price for a Proposal, effectively making the Proposal more cost effective in the evaluation process.

Suppliers:

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

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

Electricity Purchase Agreement:

BC Hydro anticipates entering into an EPA in substantially the form of the Specimen EPA with successful Proponent(s) for the supply of Clean Energy. The Specimen EPA establishes the contractual terms and conditions for the supply of electricity.

Key RFP Dates and Milestones:

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

- CEAP IR Pre-Submission deadline (incl. deposit) – April 8, 2024;
- CEAP IR Submission Date – May 8, 2024; and
- Closing Date (Proposal Submission Deadline) – September 16, 2024.

1.2 Definitions

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

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

“Affiliate” means:

- (i) with respect to a Proponent or any third Person, any Person directly or indirectly Controlled by, Controlling, or under common Control with, a Proponent or the third Person; and
- (ii) with respect to BC Hydro, any Person directly or indirectly Controlled by BC Hydro and, if at any time BC Hydro is not Controlled, directly or indirectly, by the Province of British Columbia, will include any Person directly or indirectly Controlling, or under common Control, with BC Hydro.

“BC Bid Address” has the meaning set out in the Summary of Key Information;

“BC Hydro” has the meaning set out in Section 1.1. For clarity, BC Hydro is also known as the “Buyer” in the Specimen EPA;

“BC Hydro System” means the generation, transmission, distribution, protection, control and communication facilities owned, controlled or operated by BC Hydro in British Columbia, and includes all additions and modifications thereto and repairs or replacements thereof;

“BCUC” means the British Columbia Utilities Commission or any successor thereto;

“Bid Price” means the proposed sale price of electricity in accordance with the EPA and as indicated by the Proponent in the Commercial Proposal;

“Bid Security” means in respect of a Proposal, security to be provided to BC Hydro as provided in Section 7.1, [Table 3](#);

“Business Day” means any day except a Saturday, a Sunday, or a day that is recognized as a “paid holiday” for British Columbia government employees as published by the Province of British Columbia from time to time (including any day Monday through Friday that is a paid holiday for British Columbia government employees due to a holiday occurring on a Saturday or Sunday).

“CEAP” means the Competitive Electricity Acquisition Process under the OATT at Attachment M-2;

“CEAP IR” has the meaning set out at Attachment M-2 of the OATT;

“CEAP IR Submission Date” has the meaning set out at Attachment M-2 of the OATT;

“Clean Energy” means energy that qualifies as energy generated by a Clean or Renewable Resource;

“Clean or Renewable Resource” means a “clean or renewable resource” as defined under the [Clean Energy Act](#), as amended or replaced from time to time;

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

“Closing Date” means the RFP Closing Date (Proposal Submission Deadline) set out in the RFP Schedule;

“Commercial Proposal” means a Proponent’s commercial proposal in the form contemplated at Schedule 2, and forming part of the Proposal;

“Commercial Operations Date” or “COD”: means the date on which the Seller’s Plant achieves commercial operation pursuant to Section 5.2 of the EPA (see Schedule 6);

“Communication” has the meaning set out in Section 14.10;

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

“Control” of any Person means:

- (i) with respect to any corporation or other Person having voting shares or the equivalent, the ownership or power to vote, directly or indirectly, shares, or the equivalent, representing 50% or more of the power to vote in the election of directors, managers or Persons performing similar functions;
- (ii) ownership of 50% or more of the equity or beneficial interest in that Person; or
- (iii) the ability to direct the business and affairs of any Person by acting as a general partner, manager or otherwise.

“CPI” means the monthly British Columbia Consumer Price Index, All Items (Not Seasonally Adjusted) as published by Statistics Canada or any successor agency thereto, as may be adjusted or replaced in accordance with section 1.2(j)(iii) of the EPA (see Schedule 6);

“Damages” has the meaning set out in Section 14.4 in relation to the ‘No Claims’ provisions outlined therein. This definition shall not be utilized in relation to any other RFP or Specimen EPA provision;

“Electricity Purchase Agreement” or “EPA” means an electricity purchase agreement entered into between a Seller and BC Hydro pursuant to this RFP;

“Eligibility Requirements” means the mandatory requirements a Proponent must evidence in its Proposal to participate in this RFP set out in Section 2.0;

“Energy Source” means the primary energy source used to generate Energy for the Project;

“Equity Ownership” means with respect to any Person the right to receive or the opportunity to participate in any payment arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person in relation to a Proposal submitted in response to this RFP;

“Evaluation Price” means the price that results after applying adjustments for evaluation purposes;

“Fairness Monitor” has the meaning set out in Section 11.7;

“First Nation” means any band, Aboriginal treaty nation, or other Aboriginal governing body that is established by Aboriginal people who, collectively and for their nation, possess the rights

under Section 35, Constitution Act, 1982 in their asserted traditional territory. (For clarity, this definition governs the RFP process up until EPA award);

“First Nations Equity Ownership” means for the purposes of this RFP the aggregate percentage (in an amount not less than 25%) of the Equity Ownership in the Proponent to be held, directly or indirectly, by one or more Project First Nations;

“First Nations Equity Ownership LDs” has the meaning set out in Section 11.3 of the Specimen EPA;

“FOIPPA” has the meaning set out in Section 14.8;

“Guaranteed COD”: means the guaranteed COD in a Proponent’s Proposal as per Section 1.1 (iii) of the Specimen EPA;

“GWh” means gigawatt hours;

“Informational Meeting” has the meaning set out in Section 5.6;

“Material Change” has the meaning set out in Section 8.5;

“MW” means megawatts;

“Non-Integrated Areas” mean areas and communities that are not connected to BC Hydro’s integrated electricity grid and instead receive electricity service from local generation sources;

“OATT” means BC Hydro’s Open Access Transmission Tariff, as filed with and accepted by the BCUC, as amended and refiled from time to time;

“Off-Peak Hours” means all hours other than On-Peak Hours;

“On-Peak Hours” means hours ending 0700 - 2200 (6:00 a.m. - 10 p.m.) PPT Monday through Saturday inclusive, but excluding all hours on any day that is recognized as a "paid holiday" for British Columbia government employees as published by the Province of British Columbia from time to time (including any day Monday through Friday that is a paid holiday for British Columbia government employees due to a holiday occurring on a Saturday or Sunday);

“Optional CEAP Studies” has the meaning set out at Attachment M-2 of the OATT;

“Performance Security” means a letter of credit in the form specified in Section 12.4 of the Specimen EPA;

“Person” means an individual, body corporate, firm, partnership, joint venture, trust, legal representative, First Nation or other legal entity;

“Plant Capacity” means the maximum electrical output of a Proponent’s proposed Project in MW;

“POI” or **“Point of Interconnection”** means the point at which the Seller's Plant interconnects with the BC Hydro System, being the point where the Third Party System interconnects with the BC Hydro System;

“Project” means an electrical generation project to be owned and operated by the Proponent, together with the necessary generation, transmission, distribution, protection, control and communication facilities, including all Project Assets as defined in the Specimen EPA, to generate and deliver Clean Energy to the POI for sale to BC Hydro pursuant to an EPA;

“Preferred Proponent” means a Proponent, selected by BC Hydro under Section 11.6;

“Project First Nations” means First Nations within whose asserted traditional territory the Project is situated and which hold First Nations Equity Ownership in the Proponent;

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

“Proponent’s Team” means:

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

“Proposal” means a proposal concerning a Project that is submitted by a Proponent pursuant to this RFP;

“Q&As” has the meaning set out in Section 5.2(b)(vi);

“Reference Information” has the meaning set out in Section 5.5;

“Registration Form” means the form attached in Schedule 1;

“Restricted Party” means those Persons (including their former and current employees) who had, or currently have, participation or involvement in this competitive procurement process or the design, planning or implementation of the subject matter of this RFP, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents, including those Persons listed in Section 13.2;

“RFP” or **“Call for Power”** means this BC Hydro Call For Power 2024 Request for Proposals;

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

“RFP Schedule” has the meaning set out in Section 1.1;

“Specimen EPA” means the form of EPA provided in Schedule 6;

“Summary of Key Information” means the summary of key information on the title page of this RFP, as may be amended by Addendum from time to time;

“Seller” means a Proponent with whom BC Hydro has executed an EPA;

“Seller’s Plant” has the meaning set out at Section 1.1(yyyyy) of the Specimen EPA.

“Third Party System” means the transmission infrastructure (including transmission, substation, protection, control and communication facilities, as applicable) that is directly connected to the BC Hydro System and that indirectly connects the Seller’s Plant to the POI;

“Time of Delivery Factor” means, for an hour, the applicable percentage from the Time of Delivery table attached in Appendix C of the EPA (see Schedule 6) for an On-Peak Hour or Off-Peak Hour, as applicable;

“Utilities Commission Act” or **“UCA”** means the *Utilities Commission Act* as amended or replaced from time to time.

1.3 Interpretation

In this RFP:

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

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

2.0 **ELIGIBILITY TO PARTICIPATE**

2.1 **Eligible Parties**

Subject to Section 13.0, any interested party (each, a “**Proponent**”) may submit a Proposal in response to this RFP. A Proponent may be an individual, corporation, joint venture or any other legal entity.

2.2 **Project Eligibility Requirements**

BC Hydro will only consider Projects that meet the Eligibility Requirements presented in [Table 1](#) below.

Table 1: Eligibility Requirements for Projects Participating in RFP

Characteristic	Requirement(s) for Eligibility
Location	Projects must be located in British Columbia, excluding Fort Nelson, Non-Integrated Areas and other areas of the province from which BC Hydro would be required to transmit energy through another out-of-province jurisdiction to the Lower Mainland.
New Incremental Energy	Project must be a newly constructed facility on its own footprint that includes new generating units that will generate incremental energy above any existing generation. The generation must be capable of being metered separately from any existing generation. Projects that are phased, include uprates, replacements or modifications to any generating equipment that currently operates or has operated in the past are not eligible.
Clean or Renewable Resource	The entire energy output from the Project must qualify as a Clean or Renewable Resource.
Energy Source	Energy Sources meeting the “ <u>Clean or Renewable Resource</u> ” requirement are eligible.
Point of Interconnection	Projects must have a single point of interconnection on the integrated BC Hydro System. Projects with indirect interconnections (including through a private or third party transmission line, transmission service within British Columbia through a utility, other than BC Hydro, or a BC Hydro customer interconnection) are eligible.
Project Size	The Plant Capacity must be greater or equal to 40 MW and less than or equal to 200 MW
Proven Technology	Projects must use “proven” generation technologies. “Proven” technologies are generation technologies, which are readily available in commercial markets and in commercial use (not demonstration use only), as evidenced by at least 3 generation plants (which need not be owned or operated by the Proponent) generating electrical energy for a period of not less than 3 years,

Characteristic	Requirement(s) for Eligibility
	to a standard of reliability generally required by good utility practice and the terms of the Specimen EPA.
Interconnection Study Agreement	An executed CEAP IR must be filed with BC Hydro's Interconnections department for the Project, together with any required study deposit by the CEAP IR Submission Date set out in the RFP Schedule. See Section 9 for further details.
First Nations Equity Ownership	One or more First Nation(s) whose asserted traditional territory includes the location of the Project hold a minimum 25% First Nations Equity Ownership in the Proponent.
Commercial Operation Date	The proposed Project is reasonably expected to be able to achieve a Commercial Operation Date between October 1, 2028 and October 1, 2031.
Key RFP Schedule Dates	<p>The following dates are critical to participation in this RFP and may result in a Proponent being eliminated from the process if they are missed:</p> <ul style="list-style-type: none"> - CEAP Pre-Submission Date - CEAP IR Submission Date - Closing Date (Proposal Submission Deadline)

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

2.3 Failure to Meet Eligibility Requirements

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

3.0 FIRST NATIONS ECONOMIC PARTICIPATION

3.1 First Nations Equity Ownership

BC Hydro requires each Proposal submitted in response to this RFP to include one or more British Columbia First Nations whose asserted traditional territory includes the location of the proposed Project and who will hold, directly or indirectly, First Nations Equity Ownership in the Person which may be awarded an EPA pursuant to this RFP.

3.2 Additional First Nations Equity Ownership

BC Hydro encourages Proponents to submit Proposals which exceed the required First Nations Equity Ownership minimum amount by providing Equity Ownership in excess of 25% to one or more British Columbia First Nations whose asserted traditional territory includes the location of the proposed Project. Proposals that provide for First Nations Equity Ownership in excess of 25% will receive additional credit for Proposal evaluation purposes.

3.3 Other First Nations Economic Benefits

BC Hydro encourages Proponents to submit Proposals which include one or more letter(s) of support from First Nations who will not receive First Nation Equity Ownership but whose asserted traditional territory includes the location of the proposed Project. A Proponent will receive additional credit for Proposal evaluation purposes if the letter confirms that non-equity economic benefits will be received by such First Nations if a Proponent is awarded an EPA pursuant to this RFP.

3.4 First Nations Equity Ownership Holding Period

If a Proponent is awarded an EPA pursuant to this RFP the level of First Nation Equity Ownership provided in its Proposal must be held by the applicable First Nation(s) for a minimum of 3 years post COD. In the event that the First Nation Equity Ownership provided for in a Proposal decreases, the Seller under the EPA may be subject to First Nations Equity Ownership LDs or termination in accordance with the provisions of the Specimen EPA.

3.5 Evidence of First Nations Equity Ownership

Each Proponent will be required to confirm First Nation Equity Ownership as part of its Proposal. If a Proponent is awarded an EPA pursuant to this RFP, it will be required to provide a statutory declaration as to the level of First Nation Equity Ownership on COD and on each of the first, second and third anniversaries of COD. Failure by the Seller to deliver a statutory declaration as required will be considered to be a “material default” under the EPA. In addition, at COD a letter from Project First Nations confirming the level of First Nation Equity Ownership will also be required.

3.6 Canada Infrastructure Bank

BC Hydro is currently in discussions with the Canada Infrastructure Bank (CIB) regarding an offer of financing for both Project and First Nations Equity Ownership for Proponents who are awarded an EPA. Further details with regards to the offer of financing as well as process will be available shortly. Visit [here](#) for more information about the CIB’s Indigenous Equity Initiative.

4.0 RFP DOCUMENTS AND SCHEDULE

4.1 RFP Documents

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

- (a) this RFP;
- (b) Schedule 1 – Registration Form
- (c) Schedule 2 - Commercial Proposal Form
- (d) Schedule 3 - Project Information Form
- (e) Schedule 4 - Financial Information Form
- (f) Schedule 5 – Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage;

- (g) Schedule 6 - the Specimen Electricity Purchase Agreement (the “EPA”), including the Appendices, Exhibits, and Schedules attached thereto;
- (h) issued Addenda, if any; and
- (i) issued Reference Information (including Q&As), if any.

4.2 Availability of RFP Documents

Subject to Sections 5.2 and Section 14.9, all RFP Documents, including issued Addenda and Reference Information, if any, relating to this RFP will be posted on BC Bid. It is the sole responsibility of a Proponent to ensure it has received all RFP Documents before submitting a Proposal.

4.3 Completeness of RFP Documents

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

4.4 RFP Schedule

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

Table 2: RFP Schedule

MILESTONE	DATE(S)
Issue of RFP Documents	April 2, 2024
CEAP IR Pre-Submission deadline (incl. deposit) **Failure to meet this date results in ineligibility to participate in RFP**	April 8, 2024
Submission of Registration Form	May 1, 2024
CEAP IR Submission Date **Failure to meet this date results in ineligibility to participate in RFP**	May 8, 2024
<i>PLACEHOLDER: RFP Information Sessions/Q&A*</i>	TBD
<i>Deliver Complete Interconnection Feasibility Studies to Proponents*</i>	July 17, 2024
<i>Deliver Project Specific Losses to Proponents*</i>	August 14, 2024
RFP Closing Date (Proposal Submission Deadline) **Failure to meet this date results in ineligibility to participate in RFP**	September 16, 2024
<i>EPA Award*</i>	December 16, 2024

*Items in italics are at BC Hydro's deliverables.

5.0 Communications and Updates

5.1 Contact Person

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

5.2 Enquiries and Responses

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

- (a) BC Hydro reserves the right, in its discretion, to decline to provide a response to any enquiry. In determining whether to respond, BC Hydro will consider the relevance of the enquiry, fairness to all Proponents and the integrity of this competitive procurement process;
- (b) subject to Sections 5.2(c), (d) and (e), any reply from the Contact Person to an enquiry will be posted to BC Bid as either:
 - (vi) a question and answer as part of a question and answer series for this RFP (“Q&As”); or
 - (vii) an Addendum;
- (c) a Proponent may request that an enquiry and the response be kept confidential if the Proponent considers the enquiry commercially confidential to it; if BC Hydro determines that an enquiry or the response or both should be distributed to all Proponents, then subject to Sections 5.2(d) and (e), BC Hydro will permit the enquirer to withdraw the enquiry rather than receive a response;
- (d) BC Hydro may decide to keep either or both the enquiry and the response to the enquiry confidential if, in the discretionary judgment of BC Hydro, it is appropriate to do so for the purposes of maintaining the fairness, competitiveness or integrity of this competitive procurement process; and
- (e) BC Hydro reserves the right to issue written notifications to the Proponents through the Contact Person in respect of matters which BC Hydro has identified and determined in its discretion to be relevant and instructive to the Proponents, including in respect of matters raised through a confidential enquiry, however in the case of a confidential enquiry BC Hydro will not disclose the identity of the Proponent who submitted the enquiry and will endeavor to limit the disclosure to those aspects of the enquiry that BC Hydro considers to be relevant and instructive to all Proponents and this competitive procurement process.

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

5.3 Electronic Submission

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

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

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

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

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

5.4 Addenda

BC Hydro may, in its discretion, through the Contact Person, amend this RFP at any time by issuing a written addendum (an "**Addendum**"). Written Addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries in accordance with Section 5.2 will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify this RFP. It is the responsibility of each Proponent to ensure that it has received all issued Addenda.

5.5 Reference Information Including Q&As

Any:

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

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

5.6 Informational Meetings

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

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

6.0 REGISTRATION

Proponents who intend to submit a Proposal should register for the RFP in accordance with this section and by the requested registration date provided in the RFP Schedule.

Proponents intending to register should review Section 13.0, Conflict of Interest, Relationship Disclosure and Restricted Parties, Section 14.10, Confidentiality and Section 14.10, No Collusion or Solicitation which require disclosure of certain relationships and provide rules to ensure the integrity of the RFP process. As per Section 14.10, Proponents are prohibited from Communications in respect of an intent to participate, including but not limited to registration pursuant to this Section, in this RFP.

All Proponents considering participation in the RFP are advised that Persons or consultants associated with Proponents that may require disclosure include former employees of BC Hydro, or current or former consultants to BC Hydro. Proponents are encouraged to seek a request for advance decision in relation to potential conflicts of interest and relationship disclosure issues in accordance with Section 13.6, Request for Advance Decision. For clarity, this prohibition includes Communication in respect of prices, methods, factors or formulas, and the intent to participate or not participate in this RFP process.

Proponents who choose not to register for this RFP by completing, signing and returning the Registration Form may not attend any Informational Meetings convened after the requested registration date provided in the RFP Schedule, and may not otherwise receive further communications from BC Hydro concerning the RFP process.

6.1 Registration Form

Only a single Registration Form is requested per Proponent even if the Proponent plans to submit multiple Proposals for multiple Projects. The Registration Form must be signed by the Proponent and include all required information. The Registration Form requires summary information regarding the Proponent and their Project(s).

6.2 Submission of Registration Form

The completed and signed Registration Form must be delivered to the BC Bid Address. Registration Forms delivered to any other address will not be considered or accepted. The Proponent is solely responsible for reviewing and complying with any applicable BC Bid terms and conditions applying to and governing the use of BC Bid. (BC Hydro recommends that Proponents check the BC Bid website to obtain current BC Bid terms and conditions.)

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

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

6.3 Requested Registration Deadline

The Registration Form and all associated documents should be received electronically at the BC Bid Address at or before 4:00 p.m. PPT on the requested date for registration as shown in the RFP Schedule.

7.0 PROPOSAL CONTENT

7.1 Proposal Content Requirements

The following table provides the required content for a complete Proposal under this RFP. A separate Proposal must be prepared for each Project, including a separate Proposal Fee and Bid Security, for which the Proponent intends to submit a Proposal under this RFP.

Table 3: Proposal Content Requirements

Item	Delivery and Format	Reference
Proposal Fee	A cheque payable to "BC Hydro" in the amount of \$13,000 per Proposal (the "Proposal Fee") within 5 Business Days of the Closing Date, which fee is inclusive of applicable taxes. A Proponent submitting multiple Proposals must submit a separate Proposal Fee for each Proposal.	N/A
Commercial Proposal Form	Sign and complete all required fields. If the Proponent is awarded an EPA in accordance with this RFP, the Proponent's entries onto this form will be incorporated into the EPA. Submit via BC Bid.	Schedule 2
Project Information Form	Complete all required fields and provide all required attachments as supporting documentation. The completed Project Information Form should be submitted via BC Bid.	Schedule 3

Item	Delivery and Format	Reference
Financial Information Form	<p>Complete all required fields and provide all required attachments as supporting documentation.</p> <p>The completed Financial Information Form must be submitted via BC Bid in a separate password-protected file marked with the name of the Proponent and the following:</p> <p>“CONFIDENTIAL – [Name of package], Proposal for RFP XXXX”</p> <p>The Proponent may be contacted with instructions to submit the password to BC Hydro so that BC Hydro Treasury may undertake its assessment of the information requested.</p> <p>In its financial assessment of the Proponent’s financial capacity, BC Hydro may use other publicly available information. Should the Proponent refuse to provide the requested financial information, BC Hydro may, in its discretion, reject the Proposal.</p>	Schedule 4
Relationship Disclosure Statement	<p>Complete all required fields and provide all required attachments as supporting documentation.</p>	Schedule 5
Bid Security	<p>Bid Security in the amount of \$25,000 per MW of Plant Capacity as specified in the Proponent’s Commercial Proposal. See Section 7.2 for instructions.</p>	Section 7.2 Attachment 1

7.2 Form and Delivery of Bid Security

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

The Bid Security is required to be in the form of a Letter of Credit that complies with the requirements specified in Attachment 1- Form of Letter of Credit of this RFP. A completed and signed Letter of Credit must be submitted via BC Bid prior to the Closing Time.

7.3 Return of Bid Security

Provided the Proponent or the Project has not been disqualified, Bid Security in respect of a Proposal will be returned to the Proponent if such Project is not awarded an EPA. Bid Security will also be returned if BC Hydro, either before or after evaluation of Proposals, cancels the RFP, unless the Proponent or the Project is disqualified prior to such cancellation. If the Proponent is selected as a Preferred Proponent and awarded an EPA in respect of a Project and fails to execute the EPA and deliver the required Performance Security, the Bid Security provided in respect of such Project will be forfeited to BC Hydro without limiting any other rights available to BC Hydro. If the Preferred Proponent duly executes the EPA and delivers the required Performance Security, such Bid Security will be returned to the Preferred Proponent.

7.4 Drawing of Funds in Bid Security

BC Hydro may in its own discretion and without prior notice (notice to be provided promptly to the Proponent thereafter) draw on and retain proceeds of:

- the Bid Security provided by a Proponent in respect of all of its Proposals for BC Hydro's own use if the Proponent is disqualified at any time; or
- the Bid Security provided in respect of a Project for BC Hydro's own use if such Project or its associated Proposal is disqualified at any time.

7.5 Performance Security

Each Preferred Proponent awarded an EPA pursuant to this RFP must provide Performance Security to BC Hydro in respect of such EPA as provided in the Specimen EPA. If a Preferred Proponent fails to provide such Performance Security as and when required, the applicable Project and its associated Proposal may, in BC Hydro's sole discretion, be disqualified (in which case the Proponent will forfeit its Bid Security provided in respect of such Project). Refer to Section 4 of the Specimen EPA for a description of Performance Security requirements.

8.0 PROPOSAL SUBMISSION

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

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

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

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

8.1 Submission via BC Bid

Proposals must be delivered to the BC Bid Address. Proposals delivered to any other address will not be considered or accepted. The Proponent is solely responsible for reviewing and complying with any applicable BC Bid terms and conditions applying to and governing the use of BC Bid. (BC Hydro recommends that Proponents check the BC Bid website to obtain current BC Bid terms and conditions.)

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

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

8.2 Closing Time for Proposal Submission

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

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

Proposals received after the Closing Time will not be considered.

8.3 Revisions Prior to Closing Time

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

8.4 Withdrawal of Proposal

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

8.5 Obligation to Inform of Material Changes

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

For the purposes of this Section 8.5, a Material Change means:

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

- (e) any change to any of the members of the Proponent's Team that were included in the Proposal;
- (f) any occurrence rendering any of the Proponent's representations or disclosures under the Proposal inaccurate or incomplete; and
- (g) any change that a Proponent, acting reasonably, should conclude by the intent and context of this Section 8.5 would necessitate disclosure to BC Hydro.

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

Where, at any time prior to the signing of an EPA, BC Hydro becomes aware of a Material Change affecting the Proponent or a member of the Proponent's Team which has not been disclosed by the Proponent in accordance with this Section 8.5, BC Hydro may, in its discretion, reject the Proposal or request that the Proponent, including a Preferred Proponent, notify BC Hydro of such Material Change in accordance with this Section 8.5 and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness, and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

For clarity, this Section 8.5 applies to the Preferred Proponents right up to and including the date an EPA is executed by the parties.

9.0 INTERCONNECTION MATTERS

9.1 CEAP to Apply

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

9.2 Process

Each Proponent wishing to participate in CEAP must submit to BC Hydro a CEAP IR, together with the required study fee deposit, on or before 4:00 p.m., PPT on the applicable date shown in the RFP Schedule. BC Hydro will acknowledge receipt of such CEAP IR within five (5) Business Days and advise the Proponent to the extent that the CEAP IR is deficient. The Proponent will have ten (10) Business Days after receipt of such notice to rectify such deficiencies, failing which after such time the CEAP IR will be deemed to be withdrawn.

Only valid CEAP IRs received by BC Hydro on or before the CEAP IR Submission Date, together with executed Interconnection Feasibility Study Agreements and the requisite deposits, will be accepted by BC Hydro for CEAP. Projects that do not have an accepted CEAP IR by the CEAP IR Submission Date will be ineligible to participate in the Call for Power. It is advisable to submit a CEAP IR early to allow for the potential of multiple rounds of revisions that may be required.

9.3 Projects Not Directly Interconnecting to the BC Hydro System

Proponents with Projects either in the FortisBC service area or intending to interconnect to the BC Hydro System through a Third Party System will be required to arrange for delivery of energy from their Project to the POI between such Third Party System and the BC Hydro System, which would be the POI for any awarded EPA under CEAP. Studies will be conducted by BC Hydro at that POI without consideration of the other Projects; however, any studies required to enable delivery of energy from the Proponent's Project to the BC Hydro System will need to be arranged by the Proponent with the third party.

As part of its CEAP IR, the Proponent will need to provide evidence to BC Hydro that such interconnection through the Third Party System to the BC Hydro System is feasible. Proponents should contact such third party as soon as possible for further details of study requirements and to ensure timely delivery to BC Hydro of feasibility studies or similar confirmation.

BC Hydro assumes no responsibility whatsoever for obtaining the foregoing studies in respect of any Project, or the cost thereof.

9.4 Queue Position

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

9.5 Completed Studies

BC Hydro will deliver all completed Interconnection Feasibility Studies to Proponents on the same day on or before the date shown in the RFP Schedule and only post such reports on its OASIS site 10 Business Days after delivery of the same to the Proponents.

For clarity, if a Proponent is awarded an EPA pursuant to this RFP it will be responsible for interconnection costs up to the POI and for the provision of security for BC Hydro system upgrade costs on the BC Hydro side of the POI.

9.6 Optional CEAP Studies

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

10.0 REGULATORY MATTERS

EPAs awarded under this RFP are "energy supply contracts" under the *Utilities Commission Act*. Accordingly, subject to a valid exemption, if any, they must be filed with the BCUC under section 71 of the UCA. The BCUC may accept the EPAs for filing without convening a public hearing, or the BCUC may convene a hearing. If the BCUC determines, after a hearing, that an EPA is not in the public interest, the BCUC may make an order declaring the EPA to be

unenforceable, in whole or in part, or may make any other order it considers advisable in the circumstances.

[BC Hydro is currently anticipating a BCUC decision in relation to its Integrated Resource Plan which may impact this Section.]

The foregoing is a very brief and general summary of section 71 of the UCA. Proponents should familiarize themselves with the UCA, including the amendments, and current regulatory processes that could impact energy supply contracts, including any EPAs awarded under this RFP, and seek their own legal and other professional advice on all legal and regulatory risks and issues associated with the RFP and any EPAs awarded under it and any other obligations a Proponent may have under the UCA.

11.0 PROPOSAL EVALUATION

11.1 Proposal Evaluation Process

BC Hydro will compare and evaluate the Proposals to identify the Proposal(s) which BC Hydro judges to be the most advantageous to BC Hydro by applying the evaluation criteria and processes set out below and in this Section 11.0.

1. Conformity, completeness and conflict review
 - Purpose: Confirm all required documents, information, securities and fees per Section 7.0 are included in the submitted Proposal
2. Eligibility Requirements
 - Purpose: confirm Project meets Eligibility Requirements
3. Evaluation
 - Quantitative evaluation
 - i. Evaluation Price to account for various Project attributes for the purpose of evaluating and comparing Projects.
 - First Nations Consultation Adequacy:
 - i. Prior to entering into any EPAs, BC Hydro will review the First Nations consultation records of proponents to determine if consultation has been adequate to that point in time.
 - Risk Assessment
 - i. Risk Assessments will be conducted to assess the development and delivery risks associated with each proposal, generally in the areas of financial, technical, First Nations, permitting/approvals, and energy resource.
 - Considerations beyond individual bid adjustments
 - i. BC Hydro's overall confidence in each Proponent's ability to contribute to BC Hydro achieving its strategic objectives described in Section 1.1 of the RFP;
 - ii. overall annual and long term cost to BC Hydro;
 - iii. optimal commercial and non-commercial trade-offs, including the ability to ensure ongoing security of electricity supply, ongoing market competitiveness and any other risk factors identified.

11.2 Bid Price Adjustors for Evaluation

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

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

Each adjuster will be converted into a \$/MWh value that is added/subtracted to the Proponent's Bid Price.

Table 4: Description of Credits and Adders for Price Evaluation

Adjustment	Description	Directionality
(A) Network Upgrade Cost	The costs for the additions, modifications, and upgrades to BC Hydro's System required at or beyond the POI that are estimated in the feasibility studies. The project-specific cost of the upgrades will be factored into the Evaluation Price as an adder to account for the costs that BC Hydro will incur in order to connect the Project to the BC Hydro System.	Adder
(B) Capacity Commitment	A Proposal with a Capacity Commitment will receive a credit to its Evaluation Price worth the equivalent of \$58,000/MW-year of Committed Capacity as specified in the Proposal.	Credit
(C) First Nations Equity Benefit	<p>A Proposal will receive a credit in the Evaluation Price for additional First Nations Equity Ownership beyond the 25% minimum eligibility requirement up to 51%. The credit will be applied as follows based on First Nations Equity Ownership:</p> <ul style="list-style-type: none"> • 26% up to 49% receive \$0.125/MWh per additional percentage point • 50% receive an additional \$0.40/MWh • 51% receive an additional \$0.60/MWh <p>For example, a project that has 51% First Nations Equity Ownership will receive the full \$4.00/MWh adjuster.</p>	Credit
(D) First Nations Support Letter	A Proposal will receive a \$1/MWh credit to its Evaluation Price if it is supported by a letter from one or more First Nations in whose territory the Project is located, who are not equity owners of the Project, confirming that additional economic benefits, other than First Nations Equity Ownership, have been, or are to be, received.	Credit

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

Adjustment	Description	Directionality
(E) Resource Integration Cost	Due to the intermittent and variable nature of wind and solar energy output, a resource integration adjustment of \$2/MWh will be added to the Evaluation Price of wind and solar resources. Resource integration adders will not be applied to the Evaluation Price of other resource types.	Adder
(F) Cost of Incremental Firm Transmission (CIFT)	Projects located outside of the Lower Mainland and Vancouver Island will have the CIFT for Kelly Lake/Nicola to Lower Mainland applied where the CIFT value is \$53,600/MW-year. Projects located on Vancouver Island will have a CIFT credit of \$73,700/MW-year applied. This value will be converted to a \$/MWh adder based on the characteristics of the resource and factored into the Evaluation Price.	Adder / Credit / Neutral
(G) Transmission Line Losses	Transmission energy losses will be determined on a project-specific basis. The addition of a new generation resource may change the losses on the integrated system, and the loss calculation takes into account the specific electrical configuration of the new connection, how the proposed generator annual energy output will interact with the system factors (such as existing loads and generations, and power flows). There can be instances where the incremental losses on the system can be less (for example where IPPs are sited close to large loads).	Adder

The Evaluation Price will be determined as follows:

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

11.3 Evaluation Process Rights

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

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

Proponent's Team's, performance on previous contracts with BC Hydro, if any), and any information about a Proponent or Proponent's Team member received from third parties and deemed reliable by BC Hydro.

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

11.4 Detailed Evaluations

In conducting an evaluation, BC Hydro:

- (a) will not be required to complete a detailed evaluation of all Proposals and may, at any time after completing a preliminary review of all Proposals, identify and drop from any, or further, detailed evaluation any Proposal which BC Hydro judges to not be in contention to be selected as the Proposal of a Preferred Proponent when compared to the other Proposals;
- (b) may reject, without necessarily proceeding with full evaluation, any Proposal that, in BC Hydro's determination:
 - (i) lacks adequate clarity or fails to provide sufficient information to enable BC Hydro to carry out a full and proper evaluation of that Proposal;
 - (ii) is commercially unacceptable for any reason, including Bid Price, or which represents an unacceptable level of risk;
 - (iii) fails to establish that the Proponent has adequate qualifications, capacity, experience, safety, commercial credibility or financial and other resources to perform the services which are the subject of this RFP;
 - (iv) fails to adequately meet any of the evaluation criteria set out in this Section 11.0;
or
 - (v) fails to provide a completed Cybersecurity Risk Management Questionnaire, or cooperate with BC Hydro's Vendor Cybersecurity Risk Assessment process, if required under this RFP, or whose cybersecurity risk level (as determined through the Vendor Cybersecurity Risk Assessment) the BC Hydro judges to be unacceptable.

11.5 Reservation of Additional Rights

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

- (a) at any time, for any reason, reject any or all Proposals and terminate the process under this RFP, and proceed with the services which are the subject of this RFP in some other manner, including reissue a request for proposals or undertake another procurement process for the same or similar scope of services;

- (b) accept the Proposal(s) which, applying the evaluation criteria and processes described in Section 11.1, BC Hydro determines to be most advantageous to itself, and, without limitation, select a Proposal(s) which does not have the lowest rates or compensation structure;
- (c) if only one Proposal is received, or if an insufficient number of Proposals is received to meet BC Hydro's needs under this RFP, reject any received Proposals and terminate the process under this RFP, and proceed with the subject matter of this RFP in some other manner, including entering into negotiations with one or more Proponents with respect to any matter, including rates or compensation structure;
- (d) reject a Proposal if BC Hydro, considering factors such as, but not limited to, the Proponent's and the Proponent's Team members' financial resources, safety record, claims and litigation history, cybersecurity risk, work history and safety and environmental record, acting reasonably, determines that the acceptance of that Proposal would result in greater overall cost, material risk or prejudice to BC Hydro as compared to the acceptance of one or more other Proposal(s).
- (e) at any time, amend this RFP or modify, cancel or suspend this RFP for any reason;
- (f) at any time, amend any date, time period or deadline provided in this RFP, upon written notice to all Proponents;
- (g) accept, rank or reject any Proposal based on the evaluation criteria and processes set out in Section 11.0 of this RFP;
- (h) at any time, reject any Proposal that is materially incomplete or irregular, contains any false or misleading statement, claim or information or fails to make any required representation or disclosure;
- (i) at any time, reject any Proposal if such Proposal or any collateral investigations by BC Hydro reveal any criminal affiliations or activities or ethical misconduct by the applicable Proponent or a member of the Proponent's Team where such affiliations, activities or misconduct would, in the opinion of BC Hydro pose a reasonably ascertainable risk of:
 - (i) interfering with the competitiveness, fairness or integrity of this competitive procurement process;
 - (ii) undermining the confidence of the public in the perceived competitiveness, fairness and integrity of this competitive procurement process;
 - (iii) interfering with the Proponent's ability to perform its obligations under the EPA; or
 - (iv) causing damage or loss to the physical, cyber, financial or operational security of BC Hydro, including its personnel, assets, systems or facilities;
- (j) negotiate any aspects of any Preferred Proponent's Proposal, including but not limited to compensation structure(s);
- (k) waive a defect, irregularity, non-conformity or non-compliance in or with respect to a Proposal or failure to comply with the requirements of this RFP (except in respect of the requirement to submit a Proposal by the Closing Time) and accept that Proposal even if such defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the Proposal null and void;

- (l) reject, disqualify or not accept any or all Proposals or Proponents without any obligation, compensation or reimbursement to any Proponent or any of its Proponent Team members; and
- (m) use any information BC Hydro may acquire through its own investigations, or through disclosures and submissions by the Proponents, and their respective Proponent's Team members, to exercise any of the foregoing rights as BC Hydro may determine in its discretion.

BC Hydro is not bound by industry custom or practice in taking any of the steps described in Section 11.2, 11.4 or 11.5, in exercising any of its discretions, in formulating its opinions and considerations, in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, Proponent's Team member, Proposal, or any part of any Proposal.

11.6 Recommendation of Preferred Proponents

BC Hydro will select the Preferred Proponents, if any. BC Hydro reserves the right in its discretion to select Preferred Proponents serially or concurrently and to determine the number of Preferred Proponents that are selected.

11.7 Fairness Monitor

BC Hydro has appointed [name of Fairness Monitor] (the "Fairness Monitor") to act as an independent observer of the fairness of the administration of this RFP. The Fairness Monitor will be:

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

12.0 SELECTION AND DEBRIEFING

12.1 Notice to Preferred Proponents

If BC Hydro selects any Proponents as Preferred Proponents, BC Hydro will issue a written notice to each such Proponent stating that it intends to award it an EPA under this RFP.

12.2 Notification to Unsuccessful Proponents

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

12.3 Debriefing

After entering into EPA(s) with the Preferred Proponent(s), BC Hydro will conduct a debriefing, upon request of a Proponent, to discuss the relative strengths and weaknesses of that Proponent's Proposal, but BC Hydro will not disclose or discuss any confidential information of any other Proponent. Debriefings should be requested not more than three (3) months after the Proponent has received notification of the RFP outcome.

13.0 **CONFLICT OF INTEREST, RELATIONSHIP DISCLOSURE AND RESTRICTED PARTIES**

13.1 Reservation of Right to Disqualify

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

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

13.2 Relationship Disclosure: Conflict of Interest and Unfair Process Advantage

Each Proponent should complete and submit with its Proposal a "Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage" attached as Schedule 5, making the declarations and disclosures required therein, with the knowledge and intention that BC Hydro may rely on any such declarations and disclosures.

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

At the time of such disclosure, the Proponent should include sufficient information and documentation to demonstrate that appropriate measures (information safeguards, segregation of personnel, etc.) have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair process advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as BC Hydro may require in its discretion in connection with BC Hydro's consideration of the disclosed relationship and proposed measures. Where a Proponent has disclosed an intention to include, as a member of the Proponent's Team, a supplier, subcontractor or subconsultant that is (or is anticipated to be) a member of another Proponent's team, BC Hydro may in its discretion, in the interests of a fair and transparent process, disclose to any or all Proponents such details of the teaming arrangement, and any measures implemented by the Proponent to address potential conflicts of interest or unfair process

advantages, as BC Hydro considers to be appropriate in the circumstances, and doing so will not constitute a breach of any obligation of confidentiality by BC Hydro.

If, at any time before award of an EPA, the Proponent becomes aware of any such relationship that was not disclosed in its Proposal, then the Proponent should, by written notice addressed to the Contact Person, promptly disclose such relationship. Where, at any time prior to the signing of an EPA, BC Hydro becomes aware of a relationship affecting a Proponent or a member of a Proponent's Team which has not been disclosed by the Proponent in accordance with this Section 13.2. BC Hydro may, in its discretion, reject the applicable Proposal or request that the applicable Proponent notify BC Hydro of such relationship in accordance with this Section 13.2 and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of this competitive procurement process, or as otherwise required by BC Hydro.

For clarity, this Section 13.2 applies to the Preferred Proponents right up to and including the date an EPA is executed by the parties.

13.3 Restricted Party

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

- Lawson Lundell LLP, Barristers & Solicitors
- **NTD**: Fairness Monitor to be inserted prior to issuance of RFP

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

13.4 Use or Inclusion of Restricted Parties

Each Proponent is responsible to ensure that neither the Proponent nor any member of the Proponent's Team uses or seeks advice or assistance in relation to this competitive procurement process, the EPA from any Restricted Party, or includes any Restricted Party as a member of the Proponent's Team, except with the prior written consent of BC Hydro pursuant to Section 13.6.

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

13.5 Restricted Parties: Acknowledgement and Consent

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

- (a) expressly consents to the Restricted Parties continuing to represent, advise and assist BC Hydro in all matters, including disputes (i.e. any formal proceedings, litigation, arbitration, mediation or other form of formal or information dispute resolution), in relation to this competitive procurement process, any resulting EPA(s) and any services or projects contemplated thereunder, including any such matter or dispute in which the interests of BC Hydro are directly or indirectly adverse to the Proponent or any member of the Proponent's Team and despite any confidential or other information of the Proponent or any member of the Proponent's Team that any of the Restricted Parties may have had, or may have, and any solicitor-client or other relationship that the Proponent or any member of the Proponent's Team may have had, or may have, with any of the Restricted Parties;
- (b) confirms that the Proponent and any members of the Proponent's Team: (i) have obtained independent legal advice with respect to this competitive procurement process, including this Section 13.5, from legal counsel that is not a Restricted Party; or (ii) have had an opportunity to retain legal counsel and obtain independent legal advice with respect to this competitive procurement process, including this Section 13.5, but have elected not to obtain such advice; and
- (c) agrees that the acknowledgements, confirmations and consents provided pursuant to this Section 13.5: (i) are provided for the benefit of, and may be relied upon by, each of BC Hydro and the Restricted Parties; (ii) continue in force and survive the closing and execution of any resulting EPA(s) and any termination, suspension, cancellation, completion or expiration of this competitive procurement process; and (iii) remain in effect in relation to any EPA(s) resulting from this competitive procurement process.

13.6 Request for Advance Decision

A Proponent, a member of a Proponent's Team, or a prospective member or advisor of a Proponent's Team, who has any concerns regarding: (i) whether a current or prospective employee, advisor or member of that Proponent or Proponent's Team is, or may be, a Restricted Party, (ii) any conflict of interest or unfair process advantage it may have or be perceived to have, or (iii) any potential risk of disqualification, and/or requires BC Hydro consent in respect of any matter, including under Section 13.1 or 13.4, is encouraged to request an advance decision from BC Hydro in accordance with this Section 13.6.

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

- (a) names and contact information of the Proponent and the Person for which the advance decision is requested;
- (b) a description of the relevant facts that raise the possibility that the Proponent or Person may be a Restricted Party or a description of the relevant relationship that raises the possibility or perception of a conflict of interest or unfair process advantage, as applicable;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate, minimize or eliminate any conflict of interest or unfair process advantage, including

possible access to relevant confidential information or to the Restricted Parties that is not, or would not reasonably be expected to be, available to all Proponents; and

(d) copies of any relevant documentation.

The onus is on the Proponent to clear any potential conflict of interest, unfair process advantage, or Restricted Party, or to establish any conditions for continued participation, and BC Hydro may require that a Proponent make a request for an advance decision under this Section 13.6. The Proponent fully assumes the risk of disqualification resulting from a failure by the Proponent, a member of a Proponent's Team or prospective member of, or advisor to, a Proponent's Team to seek a BC Hydro decision or consent in a timely manner in accordance with the foregoing.

13.7 BC Hydro May Make Advance Decisions

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

13.8 Decisions Final and Binding

A decision of BC Hydro pursuant to Sections 13.6 and 13.7 is final and binding on the Person(s) requesting the ruling and all other Persons participating in this competitive procurement process, including Proponents, members of a Proponent's Team and BC Hydro. BC Hydro has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended, supplemented or reconsidered.

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

14.0 MISCELLANEOUS CONDITIONS

14.1 Ownership of Proposals

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

14.2 No Obligation to Proceed

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

14.3 Cost of Preparing a Proposal

Each Proponent is solely responsible for its own costs and expenses incurred in preparing and submitting its Proposal and for participating in this competitive procurement process, including

for any meetings, interviews/presentations, due diligence, negotiations or discussions with BC Hydro or BC Hydro's representatives and consultants, relating to or arising from this RFP.

14.4 No Claims

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

- (a) to waive, and not assert, bring or make, any claim, demand, action, cause of action, suit or proceeding, whether arising in contract, tort (including negligence), statutory duty, law, equity, any actual or implied duty of fairness or otherwise against BC Hydro or any of its employees, directors, officers, agents, advisors or representatives, or any one of them, for any costs, damages or other compensation of whatsoever nature or kind, including for loss or anticipated profits, loss of opportunity, indirect, incidental or consequential damages (collectively, "**Damages**"), for any matter relating directly or indirectly to this RFP or the RFP process, including:
 - (i) if BC Hydro rejects, disqualifies or for any other reason fails to accept a Proposal or award an EPA, accepts a non-compliant Proposal or otherwise acts negligently or breaches, or fundamentally breaches, the terms of this RFP or any duties arising from this RFP; or
 - (ii) if the RFP process is modified, suspended or cancelled for any reason (including modification of the scope of services under this RFP or modification of the RFP or the RFP process) or BC Hydro exercises any rights under this RFP; and
- (b) recognizing that in extraordinary circumstances a court or tribunal of competent jurisdiction might lawfully choose to not enforce the foregoing waiver and covenant for public policy or equity reasons, that the maximum Damages recoverable by the Proponent in the event the foregoing waiver and covenant are not enforced will be strictly limited to the actual and out-of-pocket costs that were directly and demonstrably incurred by the Proponent in preparing its Proposal.

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

14.5 No Liability for Delivery to the BC Bid Address

Notwithstanding Section 14.4 by submitting a Proposal to the BC Bid Address, a Proponent irrevocably agrees that BC Hydro will in no manner whatsoever be responsible or liable, including in contract or tort (including negligence), for any mistakes, errors, omissions, oversights, statements, representations or warranties contained in any guideline, guidance or information, written or oral, given to the Proponent by or on behalf of BC Hydro regarding or in connection with the use of BC Bid, including where such mistakes, errors, omissions, oversights, statements, representations or warranties lead or contribute, directly or indirectly, to the Proponent making mistakes, errors, omissions or oversights, or the Proponent's Proposal being rejected or disqualified.

14.6 No Representation or Warranty

Each Proponent shall investigate and satisfy itself of every condition that affects the preparation of its Proposal. Each Proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by BC Hydro, the Contact Person or any BC Hydro employee, consultant or advisor, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent accepts the terms of this Section 14.6. BC Hydro accepts no responsibility for any Proponent lacking any information.

14.7 Use of RFP Documents

No person may, without the express prior written consent of BC Hydro, use, copy or disclose any information contained in the RFP Documents for any purpose other than for the purpose of preparing a Proposal. BC Hydro reserves the right in its discretion to require Proponents who register for this RFP in accordance with Section 6.0 to enter into a Non-Disclosure Agreement in BC Hydro's standard form.

14.8 FOIPPA

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

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

14.9 Proprietary or Confidential Documents

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

14.10 Confidentiality

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

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

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

14.11 No Collusion

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

14.12 No Lobbying

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

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

14.13 Disclosure and Transparency

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

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

- (a) the number of Proponents, Preferred Proponents, and Sellers;
- (b) the names of the Proponents, Preferred Proponents, and Sellers;
- (c) the names of attendees at Informational Meetings, if any, as per Section 6.1;

- (d) the final EPA(s) excluding those portions that BC Hydro determines, in its discretion, may be redacted having regard to the application of FOIPPA.
- (e) anything the disclosure of which is required by law, or any authority having jurisdiction, including under FOIPPA; and
- (f) information referenced in Section 14.14;

Each Proponent agrees that:

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

14.14 Public Disclosure

After an EPA(s) is awarded, BC Hydro may, without limitation, make available to the public on BC Bid the subject matter and value of each EPA and the name and address of each successful Proponent.

14.15 Language

All Proposals including all information submitted in support of a Proposal should be in English. BC Hydro reserves the right, in its discretion, to:

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

ATTACHMENT 1

FORM OF LETTER OF CREDIT

[*Issuing Bank Name & Address*]

Date of Issue: [*Date*]

Irrevocable Standby Letter of Credit

No. [*Number*]

Applicant:

[*Customer Name and Address*]

Beneficiary:

British Columbia Hydro and Power Authority

333 Dunsmuir Street

Vancouver, BC V6B 5R3

Attention: Treasury

Amount:

[*Currency and Amount both in letters and numbers*]

At the request of and for the account of the Applicant, we, [*Bank Name*], hereby establish in favour of the Beneficiary our irrevocable standby Letter of Credit No. [*Number*] (hereinafter called the "**Letter of Credit**") for an amount not exceeding [*Currency and Amount both in letters and numbers*].

We, [*Bank Name and Address*], hereby unconditionally and irrevocably undertake and bind ourselves, and our successors and assigns, to pay British Columbia Hydro and Power Authority ("**you**") immediately, the sum, which you claim upon receipt of the following documents:

- (1) *your written demand specifying the amount claimed, the number of this Letter of Credit, and the date of issue of this Letter of Credit; and*
- (2) *this original Letter of Credit, including any amendments, must be presented with your demand for payment for endorsement purposes.*

This Letter of Credit may be presented for payment at the above issuing address or at [*alternate Vancouver (B.C) branch location if letter of credit is not issued or confirmed in Vancouver*].

It is understood that we are obligated under this Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment, on or before the expiry date or any future expiry date, without enquiring whether you have a right as between yourself and the Applicant to make such demand and without recognizing any claim of the Applicant.

Partial drawings and multiple presentations are allowed. The amount of this Letter of Credit shall be automatically reduced by the amount of any drawing paid hereunder.

This Letter of Credit takes effect from the Date of Issue set forth above, and shall remain valid until [Date]. However, it is a condition of this Letter of Credit that it will be automatically extended without notice for a further one year period from the present or any future expiry date unless at least ninety (90) days prior to such expiry date we notify you in writing by courier or registered mail at your address above that we elect not to consider this Letter of Credit to be extended for any additional period. If we give you notice of our election not to extend for an additional period, you shall be entitled to immediately demand payment of the full amount of this Letter of Credit.

This Letter of Credit is subject to the International Standby Practices 1998 (“**ISP98**”). All matters not covered by ISP98 will be governed by the laws applicable in the Province of British Columbia. The parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia. The number of this Letter of Credit must be quoted on all documents required hereby.

Authorized Signing Officer

[Bank Name]

Authorized Signing Officer

[Bank Name]

Letter of Credit Requirements

(wording contained in this box does not form part of the issued LoC)

- (a) issued or confirmed by a branch of a domestic Canadian financial institution having a minimum credit rating not less than Standard & Poor's A-, Moody's A3 or Dominion Bond Rating Service A (low). If the issuing financial institution is not a domestic Canadian financial institution, the sovereign country's debt rating should not be less than Standard & Poor's AA, Moody's Aa2 or DBRS AA and the financial institution must be acceptable to BC Hydro. BC Hydro, at its discretion, may accept a sovereign debt rating of Standard & Poor's AA-, Moody's Aa3 or DBRS AA(low) if the issuing bank has a rating of not less than Standard & Poor's A, Moody's A2 or DBRS A. If such credit rating agencies publish differing credit ratings for the same financial institution, the lowest credit rating of any of the credit rating agencies shall apply for purposes of this section. The letter of credit issuer or the confirming bank must meet these minimum credit ratings at all time during the validity period of the letter of credit;
- (b) available for presentation in Vancouver (B.C.) Canada; and
- (c) for a term of not less than one year and providing that it is renewed automatically, unless the issuing or confirming financial institution advises otherwise as specified in the letter of credit.

SCHEDULE 1

REGISTRATION FORM

Revised: January 8, 2024

Instructions: A Proponent that intends to submit one or multiple Proposals under this RFP must submit this completed and signed Registration Form along with all required supporting documents and fees.

1. PROPONENT INFORMATION

Legal Name of Proponent:	
Legal Structure of Proponent (if not incorporated):	
Date and Place of Formation (or incorporation):	
Address:	
Name of Representative:	
Representative's Telephone Number:	
Representative's Email Address:	
GST Registration Number (if no GST registration number is provided, the Proponent will be considered as not registered for GST):	
Proponent's Country of Residency for <i>Income Tax Act</i> (Canada) Purposes	

3. PROPONENT'S SIGNATURE

[Proponent's Full Legal Name]

[Note: should be signed by a person authorized to sign on behalf of the Proponent and the following will apply:

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

Unsigned Registration Forms, in BC Hydro's discretion, may be rejected.]

Authorized Signatory

Name and Title of Authorized Signatory

Date

SCHEDULE 2

COMMERCIAL PROPOSAL FORM

Revised: January 8, 2024

Instructions: For each Project for which the Proponent intends to submit a Proposal under this RFP, the Proponent must submit a completed and signed Form of Proposal along with all required supporting documents and fees.

Only one Project may be submitted per Proposal. This Proposal includes this Schedule 2, Schedule 3, Project Information Form, Schedule 4, Financial Information Form, Schedule 5, Relationship Disclosure Statement Form and applicable Bid Security.

1. PROPONENT INFORMATION

This Proposal is submitted by:

Legal Name of Proponent:	
Legal Structure of Proponent (if not incorporated):	
Date and Place of Formation (or incorporation):	
Address:	
Name of Representative:	
Representative's Telephone Number:	
Representative's Email Address:	
GST Registration Number (if no GST registration number is provided, the Proponent will be considered as not registered for GST):	
Proponent's Country of Residency for <i>Income Tax Act</i> (Canada) Purposes:	

2. COMMERCIAL TERMS OF PROPONENT’S OFFER

Instructions: All data under “REQUIRED FIELDS” must be completed or the Proposal is subject to disqualification. Data under “OPTIONAL FIELDS” may be completed as applicable to the Proposal submitted. Follow the instructions under the column headed “Description of Data”. The Proponent’s offer as to each data item should be completed in the column headed “Commercial Offer”.

REQUIRED FIELDS	
Description of Data	Commercial Offer
Project Name:	
<p>Plant Capacity: Enter the proposed plant capacity deliverable to the POI in MW expressed to two decimal places.</p> <p>The Plant Capacity represents the maximum electrical output deliverable by the Project to the POI (in MW) that is eligible for compensation under the EPA.</p>	<p>____ MW</p>
<p>Bid Price: Enter the offered Bid Price, expressed to two decimal places in 2024 Canadian \$/MWh.</p> <p>The Bid Price entered here applies for the entire term of the EPA. The Bid Price is subject to escalation and other adjustments as set out in the Specimen EPA.</p>	<p>\$____/MWh (CAD\$s)</p>
<u>Guaranteed COD</u>	_____, 20__
OPTIONAL FIELDS	
Description of Data	Commercial Offer
<p>Capacity Commitment</p> <p>Capacity Commitment is an optional product. If you elect to provide a Capacity Commitment it must be a value between 10 MW and the Plant Capacity expressed to two decimal places.</p>	<p>____ MW</p>

3. PROPONENT'S DECLARATIONS

The Proponent declares and confirms it:

- (a) received, has examined and understands the RFP Documents, including any issued Addenda;
- (b) agrees to all terms and conditions of the RFP;
- (c) has full knowledge of the services required to be performed by it in accordance with the Specimen EPA;
- (d) complied with all aspects of the RFP;
- (e) completed and included with this Proposal all documents listed in the RFP, including Schedule 3, Project Information Form, Schedule 4, Financial Information Form, Schedule 5, Relationship Disclosure Statement and applicable Bid Security;
- (f) prepared this Proposal with the genuine bona fide purpose of being selected as Preferred Proponent, without collusion or fraud and in fair competition with other Proponents, and affirms the representations set out in the RFP; and
- (g) made all relevant disclosures requested in this RFP and this Proposal does not contain any false or misleading statements or information.

The Proponent offers to perform and complete all of the services and provide the services as set out in the Specimen EPA, in strict compliance with the Specimen EPA and the Proponent's Commercial Offer presented herein.

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

[Proponent's Full Legal Name]

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

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

- (c) if a partner or joint venturer is a corporation then such corporation should sign as indicated in (a).

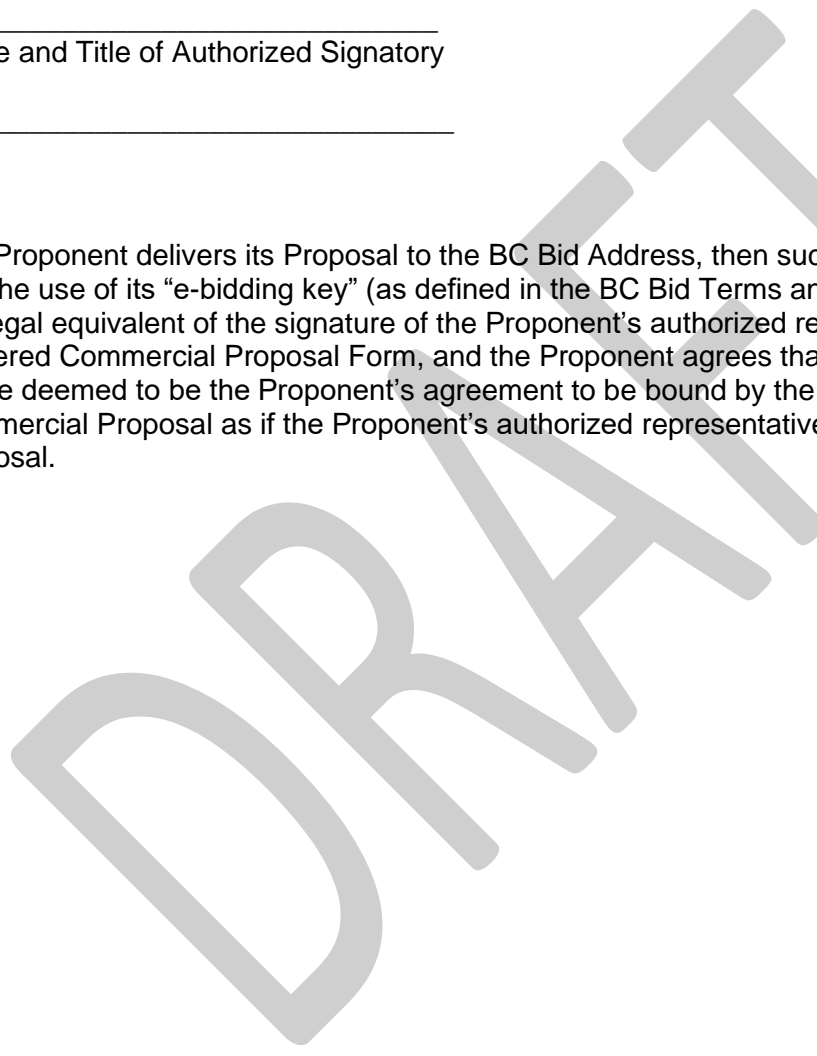
Unsigned Proposals, in BC Hydro’s discretion, may be rejected.]

_____*
Authorized Signatory

Name and Title of Authorized Signatory

Date

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



SCHEDULE 3

PROJECT INFORMATION FORM

Revised: January 8, 2024

PURPOSE

These are instructions for the completion of the Project Information Form, which each Proponent should submit as part of its Proposal. The Project Information Form should contain information concerning the Proponent and the Project, which BC Hydro requires to determine whether the proposed Project meets the Eligibility Requirements and to complete the evaluation of the proposed Project.

Words and phrases used in this document and defined in the RFP and/or the Specimen EPA have the meanings given in the RFP and/or Specimen EPA.

GENERAL INSTRUCTIONS

- The Proponent should enter its information under the column titled, “*Contents Requirements and Information*” of the following tables in this prescribed form.
- *Italic orange font text* provides guidance/instruction for completing each field and, where applicable, provides specific requirements that the Proponent should demonstrate are met. The *Italic orange font text* **should be deleted by the Proponent** in their completed form submission.
- Do not attach general corporate brochures or other promotional material of a general nature to this prescribed form.
- If a particular field (row) is not applicable, insert the text “Not applicable”.
- Where the instructions call for submission of applications, reports, agreements, plans, schedules, resumes, studies or other documents, those documents should be provided as attachments to this form. Attachments should be numbered sequentially and in accordance with the instruction provided in this prescribed form.
- A Proponent should be fully responsive to each instruction and provide fulsome information and data to support BC Hydro’s evaluation of Proposals, as applicable to the Proponent and its Project. If a Proponent is in any doubt as to the requirements contained in these instructions, it should seek clarification using the Q&A process provided in the RFP.

1. THE PROJECT

No.	Information Item	Contents Requirements and Information
A.	<u>Plant Characteristics</u>	
(i)	Name of Project	
(ii)	Energy Source	<p>___ Wind ___ Solar ___ Biofuel ___ Water ___ Geothermal </p> <p>___ Other (please specify): _____</p>
(iii)	Plant Description	<p><i>Provide brief technical description and key technical parameters of plant including details such as:</i></p> <ul style="list-style-type: none"> • <i>principle equipment (e.g., generators, turbines, transformers, batteries and other major equipment, as applicable) including make and model and whether equipment is new or used;</i> • <i>anticipated number of generating units, unit types and capacity, and aggregated plant generating capacity;</i> • <i>other significant structures (e.g., buildings, penstocks, access roads, interconnection, etc.);</i> • <i>generating technology-specific features, including nature of fuel supply, name of waterbody project is utilizing, fixed-tilt or single axis tracking PV, solar DC/AC overbuild, water reservoir size, etc.</i> • <i>such other technical description and data as the Proponent believes will give BC Hydro a clear understanding of the plant specifications and technical configuration.</i>
(iv)	Proven Generation Technology	<p><i>Confirm that the proposed generating technology is readily available in commercial markets and is in commercial use (not demonstration use only). Identify the principal manufacturers or suppliers of this technology.</i></p> <p><i>Describe at least three other existing generation plants (which need not be owned or operated by the Proponent) generating electrical energy using the Project's generation technology. These other projects should have been in operation for a period of at least three years to a standard of reliability generally required by Good Utility Practice (as defined below) and the terms of the Specimen EPA. For each project, include, at a minimum, the name and location of the plant, the name of the plant owner, the date at which the generation technology was installed, and the plant capacity.</i></p>

B.	<p><u>Energy Generation Estimates</u></p> <p><i>Annual and monthly energy estimates should be provided in GWh (no decimal places)</i></p>												
(i)	Annual Energy Estimate (GWh/year)												
(ii)	Monthly Energy Estimate (GWh/month)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	P50 (mean)	___	___	___	___	___	___	___	___	___	___	___	___
	P10 (high end)	___	___	___	___	___	___	___	___	___	___	___	___
	P90 (low end)	___	___	___	___	___	___	___	___	___	___	___	___
(iii)	Third-party Engineer's Letter	<p><i>The Proponent is required to include as Attachment 1 to this prescribed form a letter from an independent, third-party engineer confirming the accuracy and reasonableness of the above energy estimates and monthly energy profiles, and description/reference to all studies performed in developing the energy estimates.</i></p> <p><i>The letter should include the predicted mean energy profile (in MWh) for each month of the year, including the min/max (or P10 / P90) and description methodology and data used to derive those predictions, including number of years of data available.</i></p>											

<p>(iv)</p>	<p>Additional Energy Resource Information</p>	<p>NTD: energy source data requirements below are high level and for guidance only and will change in the final RFP. Other energy sources may be added as needed.</p> <p><i>For wind:</i></p> <ul style="list-style-type: none"> • Identify proposed turbine make and model, hub height and anticipated site long-term mean wind speed at anticipated hub height. • Specify start and end date of met campaign, number of met towers used and provide met data collected. • For desktop only modelling, provide project site model that includes reference dataset(s) and other assumptions used in the model. <p><i>For solar PV:</i></p> <ul style="list-style-type: none"> • State AC and DC Nameplate Capacity, module and inverter make and model. If available, include module layout and tracking and racking type. • Provide PVSys report for the proposed system. Include data source and version/vintage. <p><i>For geothermal:</i></p> <ul style="list-style-type: none"> • Describe availability of the energy resource, based on at least one year of onsite historical data. Provide fuel plan. • Provide a copy of the resource data used in the application for the land tenure with the Province of BC. <p><i>For biofuels:</i></p> <ul style="list-style-type: none"> • State required annual quantity of fuel per category (e.g., sawmill fuels, roadside debris, derived from standing timber, biomass). • Provide plans to secure fuel tenures. Include proof that the proposed fuel is incremental or new supply that does not impact an existing biomass user. • Describe fuel allocation, sourcing, and delivery plan. <p><i>For hydro:</i></p> <ul style="list-style-type: none"> • Describe the stream flows based on at least one year of on-site average daily flows historical data. • Describe the method of estimating the long-term energy source characteristics of the site. • Include the number, type and characteristics of proposed or existing turbines. • For a Project employing a reservoir, provide a physical description of the reservoir, storage capacity and its expected operation. Include modeled hourly generation data. Indicate any known or anticipated constraints on the reservoir elevation, including minimum and maximum elevations. • Describe any known or likely physical or legal (e.g., permit) flow constraints that would affect overall water availability or constrain generation operations, such as minimum turbine releases or ramping rates, or minimum environmental release.
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BC Hydro 2024 Power Call – Project Information Form

		<p><i>For any resource coupled with battery energy storage system:</i></p> <ul style="list-style-type: none"> • <i>State battery storage equipment, power and energy capacity.</i> • <i>Confirm the storage coupling type is DC.</i> • <i>Provide anticipated battery performance specification and estimated annual cycles. Include modeled hourly generation data.</i>
C.	<u>Site Information</u>	
(i)	Project latitude and longitude	
(ii)	Nearest Town/Municipality	
(iii)	Current Zoning	<i>If applicable</i>
(iv)	Site Diagram	<p><i>Include as Attachment 2 to this prescribed form a detailed site diagram. The site diagram should provide the site size (In hectares) and show the key site features including:</i></p> <ul style="list-style-type: none"> • <i>Major structures, buildings, generating units, transformers, converters, etc.;</i> • <i>Site boundaries and legal properties on site including whether they are common interest lands, private land, Crown land tenures, Federal land or substation lands;</i> • <i>Any airports, wetlands, residences, roads and highways and First Nations land;</i> • <i>Proposed and existing transmission lines and the proposed Point of Interconnection to BC Hydro's Transmission system.</i>
(v)	Evidence of Site Access/Control	<p><i>The Proponent should demonstrate that it has access/control, or agreements in place to acquire access/control, of all properties on the Project site, as required to build, maintain, and operate the Project over the term of the EPA.</i></p> <p><i>Complete Attachment 3 of this prescribed form.</i></p>

BC Hydro 2024 Power Call – Project Information Form

D.	<u>Interconnection Information</u>	
(i)	Point of Interconnection to BC Hydro's System	<i>Legal description of point of interconnection to BC Hydro's transmission system. Project must be able to interconnect to BC Hydro's transmission system to be eligible.</i>
(ii)	Nearest BC Hydro Substation	
(iii)	Direct or Indirect Connection to BC Hydro's System	<i>If Project will directly connect to BC Hydro's System specify "Direct to BC Hydro". If connection is "Indirect to BC Hydro" specify the direct-connecting party (e.g. Fortis, other independent third-party, etc.) and describe how the Project will indirectly connect to BC Hydro's system. Also provide confirmation that the direct-connecting party is willing to engage in discussions on the Project.</i>
(iv)	Metering	<i>Describe how the Project will be metered and, if known, provide the expected physical location of the meter(s). The meter configuration must be such that the Energy to be delivered under any awarded EPA can be accurately measured for billing and other contractual purposes.</i>
(v)	Electric Single-line Diagram	<i>Include as Attachment 4 to this prescribed form, including the entirety of the connection facilities up to and including the proposed connection and the substation or line name or number. Also include on the diagram the location of the revenue meter.</i>
(vi)	Interconnection Study Agreement	<i>Confirm that Proponent signed and delivered an Interconnection Feasibility Study Agreement and paid the deposit.</i>
E.	<u>Project Development Plan</u>	

(i)	Project Schedule	<p><i>This section should establish that the Proponent has a Project development schedule that (i) identifies key Project development milestones, (ii) is consistent with the proposed Guaranteed COD and includes an adequate pre-COD period for commissioning, and (iii) is realistic and achievable.</i></p> <p><i>Enter the Project schedule in the table below that identifies key Project development milestones associated with permitting, design, engineering, procurement, construction and commissioning. The scheduled COD should be no later than the guaranteed COD. The Proponent should add/modify the below milestones in the table as it best sees fit.</i></p> <table border="1" data-bbox="675 499 1403 1087"> <thead> <tr> <th data-bbox="675 499 1192 579">Project Activity / Milestone</th> <th data-bbox="1192 499 1403 579">End/Milestone Date</th> </tr> </thead> <tbody> <tr> <td data-bbox="675 579 1192 625"><i>Preliminary Design Complete</i></td> <td data-bbox="1192 579 1403 625"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 625 1192 672"><i>Detailed Design Complete</i></td> <td data-bbox="1192 625 1403 672"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 672 1192 751"><i>Environmental Assessment (EA) Submission (as applicable)</i></td> <td data-bbox="1192 672 1403 751"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 751 1192 798"><i>EA Approved (as applicable)</i></td> <td data-bbox="1192 751 1403 798"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 798 1192 844"><i>All Material Permits obtained</i></td> <td data-bbox="1192 798 1403 844"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 844 1192 890"><i>Major Equipment Ordered</i></td> <td data-bbox="1192 844 1403 890"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 890 1192 936"><i>Major Equipment Delivered</i></td> <td data-bbox="1192 890 1403 936"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 936 1192 982"><i>Construction begins</i></td> <td data-bbox="1192 936 1403 982"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 982 1192 1029"><i>Commissioning start</i></td> <td data-bbox="1192 982 1403 1029"><i>MMM-YYYY</i></td> </tr> <tr> <td data-bbox="675 1029 1192 1087"><i>Estimated COD</i></td> <td data-bbox="1192 1029 1403 1087"><i>MMM-YYYY</i></td> </tr> </tbody> </table>	Project Activity / Milestone	End/Milestone Date	<i>Preliminary Design Complete</i>	<i>MMM-YYYY</i>	<i>Detailed Design Complete</i>	<i>MMM-YYYY</i>	<i>Environmental Assessment (EA) Submission (as applicable)</i>	<i>MMM-YYYY</i>	<i>EA Approved (as applicable)</i>	<i>MMM-YYYY</i>	<i>All Material Permits obtained</i>	<i>MMM-YYYY</i>	<i>Major Equipment Ordered</i>	<i>MMM-YYYY</i>	<i>Major Equipment Delivered</i>	<i>MMM-YYYY</i>	<i>Construction begins</i>	<i>MMM-YYYY</i>	<i>Commissioning start</i>	<i>MMM-YYYY</i>	<i>Estimated COD</i>	<i>MMM-YYYY</i>
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<i>Estimated COD</i>	<i>MMM-YYYY</i>																							
(ii)	Current Project Progress/Status	<p><i>Describe the status of Project preliminary and detailed engineering, including percentage complete, and a description of the status of Project construction and equipment procurement, including a description of any commitments (conditional or otherwise) made with contractors and/or suppliers. Also provide a plan to assess and manage any anticipated site-specific risks.</i></p>																						
(iii)	Major Equipment Procurement Plan	<p><i>Describe the plan to procure the major equipment including long-lead items.</i></p>																						
(iv)	Corporate Safety Plan	<p><i>Provide a copy of Proponent’s corporate safety policies applicable to the Project and the work, including safety and security policies utilized at Project sites.</i></p>																						
(v)	Potential Legal Encumbrances	<p><i>Describe any known pending or threatened legal actions, suits or proceedings, or other events or circumstances, which could reasonably be expected to adversely impact efforts to meet the Project schedule, including any measures taken or planned by the Proponent to avoid or mitigate such impacts</i></p>																						
(vi)	Permit Requirements and Status	<p><i>Complete Attachment 5 List of Anticipated Permits.</i></p> <p><i>The information provided should demonstrate that the Proponent has a realistic plan to acquire all required permits within the required time to meet its Project schedule and Guaranteed COD. The Proponent should also disclose the existence and status of any pending or threatened legal action, suit or proceeding and any appeal in respect of any issued permit.</i></p>																						

(vii)	Community Consultation	<i>Provide a high level a description of the engagement and consultation activities with local communities that is expected to occur as part of the Project.</i>
(viii)	Land Use Plans	<i>List all provincial, municipal and First Nations or other land use plans and/or planning processes that are applicable to the area in which the Project is located. State whether or not the Project is consistent with the use and any other applicable conditions in the land use plans and/or planning processes listed above. If the Project is not consistent with such land use plans and/or planning processes, describe your rationale for concluding that permits, licenses and approvals will be available at times required to maintain the Project schedule.</i>
F. <u>First Nations Engagement and Support</u>		
(i)	Consultation with First Nations	<i>Provide as <u>Attachment 6</u> a description of the engagement and consultation activities with First Nations that it has undertaken as part of Proposal development. Further instructions/requirements are provided in the attachment.</i>
(ii)	Evidence of First Nations Economic Participation	<i>Provide evidence of First Nations Equity Ownership in the Project in <u>Attachment 7</u></i>
(iii)	First Nations Non-Equity Economic Benefits Letter <i>(Optional)</i>	<i>Optional submission to be included in <u>Attachment 8</u></i>

2. PROPONENT QUALIFICATIONS AND PAST EXPERIENCE

No.	Information Item	Contents Requirements and Information
A.	<p><u>Proponent’s Clean Energy Project Development Experience</u></p>	
	<p><i>The Proponent should provide the following information for at least two (2) Utility-Scale Clean Power Projects of comparable size and technology to the proposed Project, to demonstrate it has sufficient qualifications, expertise and past-experience in all stages of project development. Include a B.C. example if available.</i></p>	
	(i) Past Project Experience - Project #1	<p><i>Provide the following project information:</i></p> <ul style="list-style-type: none"> • <i>Project Name</i> • <i>Type of facility (e.g. wind, solar, hydro, storage, etc.)</i> • <i>Nameplate Capacity</i> • <i>Jurisdiction</i> • <i>Applicable Procurement process</i> • <i>Target Commercial Operations Date</i> • <i>Actual Commercial Operation Date</i> • <i>Describe the current ownership and if Project is currently owned by the Proponent or an affiliate. If project is no longer owned by Proponent specify date of transfer of transaction.</i> • <i>Provide a description of the Proponent’s role in the planning, design, financing, construction, commissioning and operation of the facility, and the overall outcome of the Project.</i>
	(ii) Past Project Experience - Project #2	<p><i>Provide same information as per above instructions for Project #1</i></p>
(iii)	<p><i>(may add more Past Projects)</i></p>	
B.	<p><u>Proponent’s Key Personnel and Qualifying Experience</u></p>	
	<p><i>Provide the names and following information for at least two (2) Proponent’s Team members within the Proponent’s organization. Proponent Team members must be demonstrated to have sufficient development experience working past Utility-Scale Clean Power Projects of comparable size and technology to the Proposed Project.</i></p>	

No.	Information Item	Contents Requirements and Information
(i)	Proponent Team Member #1	<p><i>Provide the following project information:</i></p> <ul style="list-style-type: none"> • <i>Name and title</i> • <i>Number of years working at Proponent’s organization</i> • <i>Provide a brief description of the Proponent Team member’s experience working on the planning, design, financing, construction, commissioning and operation of at least two (2) past Utility-scale Clean Power projects.</i> <ul style="list-style-type: none"> ○ <i>Note: The Proponent Team member’s past project experience does not need to have been earned while working for the Proponent’s organization</i> • <i>In Attachment 9 provide a copy of the Proponent Team Member’s resume along with a copy of the Form of Authorization to Collect Personal Information signed by the Proponent.</i>
(ii)	Proponent Team Member #2	<i>Provide same information as per above instructions for Project #1</i>
(iii)	<i>(may add more Proponent Team Members)</i>	

3. OTHER MATTERS AFFECTING PROPOSAL AND PROPONENT

No.	Information Item	Contents Requirements and Information
A.	Pending Litigation	<i>To the extent not otherwise disclosed in the Proposal, describe any pending or threatened claims or legal actions, suits or proceedings before any arbitrator, court or regulatory body affecting the Proponent, the Project, or any consultant, supplier, manufacturer or contractor engaged, or to be engaged, for the Project that could reasonably be expected to have a material and adverse effect on the ability of the Proponent to develop and operate the Project and comply with its obligations under the EPA.</i>
B.	Labour Disputes	<i>To the extent not otherwise disclosed in the Proposal, describe any pending or threatened strikes, lockouts or labour disturbances affecting the Proponent, the Project or any consultant, supplier, manufacturer or contractor engaged, or to be engaged, for the Project that could reasonably be expected to have a material and adverse effect on the ability of the Proponent to develop and operate the Project and comply with its obligations under the EPA.</i>
C.	Other Matters	<i>To the extent not otherwise disclosed in the Proposal, describe all other known facts or circumstances that could reasonably be expected to have a material and adverse effect on the ability of the Proponent to develop and operate the Project and comply with its obligations under the EPA.</i>
D.	Other Data	<i>Proponents are invited to provide any other information concerning the Proponent and/or the Project, (i) which is not addressed above, and (ii) which the Proponent believes is relevant and may impact the overall Proposal eligibility and evaluation.</i>

ATTACHMENT 1 -

**Independent Engineer’s Letter Confirming Energy
Generation Estimates**

Provide a letter signed by an independent, third-party engineer confirming the accuracy and reasonableness of the above energy estimates and monthly energy profiles as per the requirement of Section B(iii) of the prescribed form.

The letter should include the predicted mean energy profile (in GWh) for each month of the year, including the min/max (or P10 / P90) and description of the methodology and data used to derive those predictions, including number of years of data available.

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ATTACHMENT 2 - Project Site Diagram

Attach a Site diagram showing location of generating units, transformers, converters, airports, wetlands, residences, roads and highways, First Nation land, legal descriptions, existing transmission infrastructure. The Site diagram should include the Point of Interconnection to BC Hydro's Transmission system. The Site diagram should clearly show the boundary of site control and the boundary of each property constituting the site diagram should clearly identify those properties which are common interest lands and those properties which are substation lands and clearly distinguish each from the remaining properties constituting the site.) The site diagram should indicate the site size in hectares (or acres).

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ATTACHMENT 3 -

Evidence of Site Access/Control

List of all Properties Constituting the Project Site					
<i>Provide the following information for all properties constituting the Project site. For each property listed below, include evidence of either (i) ownership of the property, (ii) an established agreement to purchase the property in time to construct/operate the facility, or (iii) an established agreement to lease the property for the duration of the EPA term, including permission to build and operate the Project on that property.</i>					
Property	Legal Description	Municipal Address (if available)	Size (in hectares)	Current Owner	Plan to obtain site Access / Control
1.					<i>Owned by Proponent / Site Purchase Agreement / Lease Agreement</i>
2.					
3.					
4.					

Include copies of documentation evidencing site access /control at the end of this attachment including:

- i) Proof of ownership of the property*
- ii) Agreement to purchase the property in time to construct/operate the Project*
- iii) Agreement to lease the property for the duration of the EPA term, including permission to build and operate the Project on that property*

Note that Projects including reserve land will require approval from the federal department of Crown-Indigenous Relations and Northern Affairs Canada (CIRNAC).

ATTACHMENT 4 -

Single Line Electrical Diagram

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ATTACHMENT 5 - List Required Permits and Plan to Obtain Them

This table represents the most common permit/approval requirements. It is not intended to reflect the only requirements. Identify and list all other permits/approvals/applications that are required for the Project.

It is the sole responsibility of the Proponent to ensure all required permits and approvals of any type are obtained for its Project.

Federal Permits

Legislation or Other Requirement	Agency/ Stakeholder	Permits, Licenses, Approvals	Applicable to Project?	Status	Submission Date	Anticipated Response or Approval Date	Describe Current Status and Plan/Schedule to Obtain Permit If Permit is Not Applicable, provide Rationale
Impact Assessment Act	Impact Assessment Agency of Canada	Decision Statement	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	<p><i>If a permit has been issued or approved, the permit/authorization/file number should be listed here, and a copy of the permit documentation provided as an attachment.</i></p> <p><i>If a permit is not yet obtained, the proponent should provide a succinct plan and schedule that demonstrates the permit can reasonably be expected to be obtained by the anticipated approval date. Supporting documentation, such as regulatory roadmap or permit plan can be provided as an attachment, but the relevant information should be summarized here.</i></p> <p><i>If a permit is not applicable to the Proposed Project, the Proponent should provide a rationale as to why the legislation/permit does not apply.</i></p>
Canadian Navigable Waters Act (formerly Navigation Protection Act or Navigable Waters Protection Act)	Transport Canada, Navigation Protection Program	Navigable Waters Approval	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Aeronautics Act and Canadian Aviation Regulations	Transport Canada, NAV Canada	Aeronautical Obstruction Clearance	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
		Non-objection to land use and construction proposals	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Fisheries Act	Fisheries and Oceans Canada	Request for Project Review (Letter of Advice)	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
	Fisheries and Oceans Canada	Authorization under S 34.4(2)(b) and/or S 35(2)(b)	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Species at Risk Act	Environment and Climate Change Canada, Fisheries and Oceans Canada, Parks Canada	Permit or exemption	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Migratory Birds Convention Act and Regulations		Permit or exemption	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
<i>Add more permits to list as required by the Proposed Project</i>							

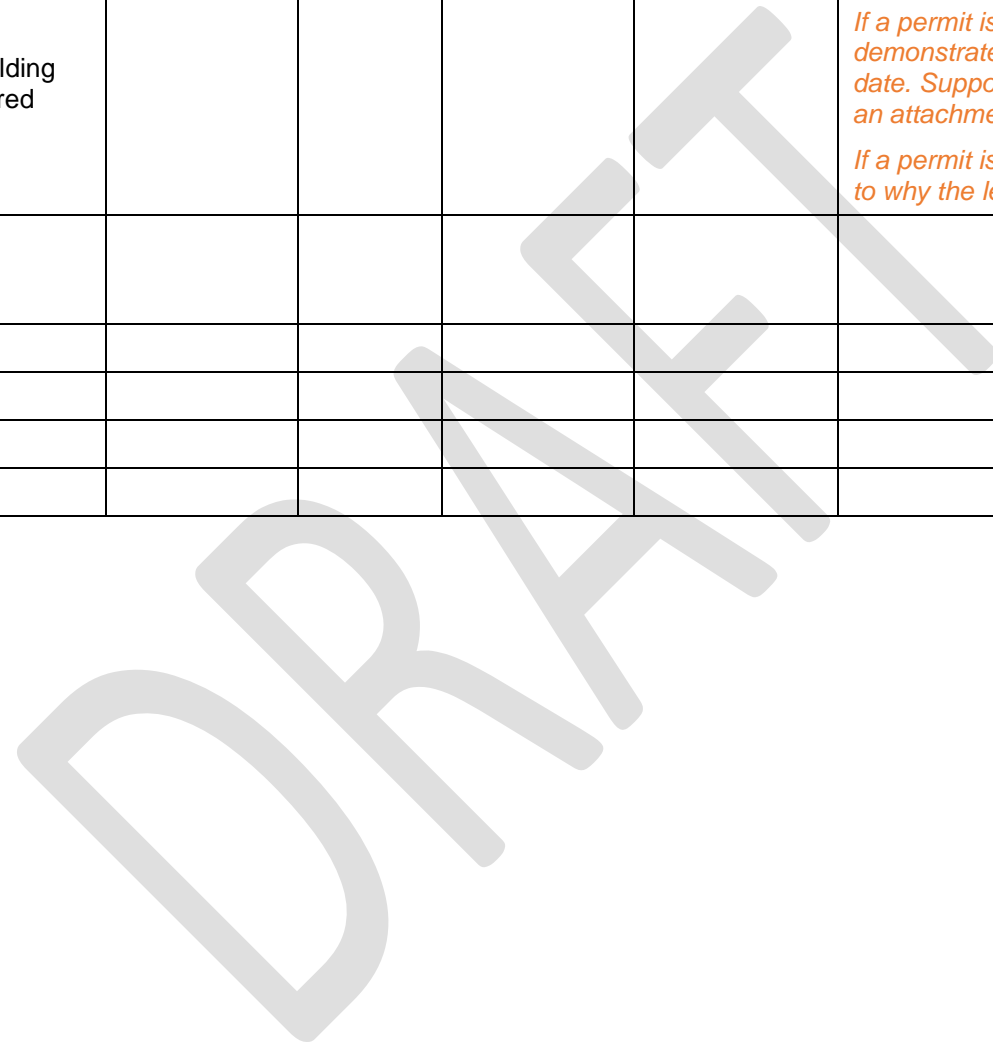
Provincial Permits

Legislation or Other Requirement	Agency/ Stakeholder	Permits, Licenses, Approvals	Applicable to Project?	Status	Submission Date	Anticipated Response or Approval Date	Describe Current Status and Plan/Schedule to Obtain Permit If Permit is Not Applicable, provide Rationale
Environmental Assessment Act, 2018	Ministry of Environment and Climate Change Strategy, Environmental Assessment Office	Environmental Assessment Certificate	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	<p><i>If a permit has been issued or approved, the permit/authorization/file number should be listed here, and a copy of the permit documentation provided as an attachment.</i></p> <p><i>If a permit is not yet obtained, provide a succinct plan and schedule that demonstrates the permit can reasonably be expected to be obtained by the anticipated approval date. Supporting documentation, such as regulatory roadmap or permit plan can be provided as an attachment, but the relevant information should be summarized here.</i></p> <p><i>If a permit is not applicable to the Proposed Project, the Proponent should provide a rationale as to why the legislation/permit does not apply.</i></p>
Land Act	Ministry of Forests	Crown Land tenure (e.g., investigative licence, licence of occupation, lease, grant, statutory right of way)	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
		[Add lines as applicable]					
Water Sustainability Act (formerly Water Act), Water Sustainability Regulation	Ministry of Forests	Change Approval under S11	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
		Notification under S39 of the Regulation	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
		Conditional Water Licence under S9	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Environmental Management Act, Waste Discharge Regulation, Hazardous Waste Regulation	Ministry of Environment and Climate Change Strategy	Waste discharge authorization (air)	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
		Waste discharge authorization (effluent or acid rock drainage)	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Wildlife Act	Ministry of Environment and Climate Change Strategy	Permission Under S4 to use land and resources in a wildlife management area	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Forest Act	Ministry of Forests	Special Use Permit	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	

Legislation or Other Requirement	Agency/ Stakeholder	Permits, Licenses, Approvals	Applicable to Project?	Status	Submission Date	Anticipated Response or Approval Date	Describe Current Status and Plan/Schedule to Obtain Permit If Permit is Not Applicable, provide Rationale
		Road Use Permit	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Parks Act	Ministry of Environment and Climate Change Strategy, BC Parks	Parks Use Permit or Resource Use Permit	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Mineral Tenure Act	Ministry of Energy, Mines & Petroleum Resources	Conditional Registration Reserve	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Transportation Act	Ministry of Transportation and Infrastructure	Highways Access Permit	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
		Utility Crossing Permit	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Heritage Conservation Act	Ministry of Water, Land and Resource Stewardship	Heritage Site Alteration Permit	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
Agricultural Land Commission Act	Agricultural Land Commission	Exclusion of land from the Agricultural Land Reserve	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	
<i>Add more permits to list as required by the Proposed Project</i>							

Local Government Permits

Legislation or Other Requirement	Agency/ Stakeholder	Permits, Licenses, Approvals	Applicable to Project?	Status	Submission Date	Anticipated Response or Approval Date	Describe Current Status and Plan/Schedule to Obtain Permit
							If Permit is Not Applicable, provide Rationale
Planning or Development Use Bylaws	Local government	Proof of compliant zoning Rezoning Development/Building Permits, as required	Y/N	Approved / Pending	dd-mmm-yy	dd-mmm-yy	<p><i>If a permit has been issued or approved, the permit/authorization/file number should be listed here, and a copy of the permit documentation provided as an attachment.</i></p> <p><i>If a permit is not yet obtained, the Proponent should provide a succinct plan and schedule that demonstrates the permit can reasonably be expected to be obtained by the anticipated approval date. Supporting documentation, such as regulatory roadmap or permit plan can be provided as an attachment, but the relevant information should be summarized here.</i></p> <p><i>If a permit is not applicable to the Proposed Project, the Proponent should provide a rationale as to why the legislation/permit does not apply.</i></p>
<i>Add more permits to list as required by the Proposed Project</i>							



ATTACHMENT 6 -

Description of First Nations Consultation and Engagement Activities

Provide a description of the engagement and consultation activities with First Nations that have been undertaken as part of its Proposal development.

In determining whether a Proponent has adequately carried out the procedural aspects of consultation, BC Hydro reviews the following information:

- 1. How the Proponent determined which First Nation(s) to consult;*
- 2. A chronology of meetings and other communications with each First Nation and any actions relating to the consultation;*
- 3. The dates when any information about the Project was provided to authorized representatives of each First Nation and a description of the information provided;*
- 4. A description of any Project impacts on First Nations' Aboriginal rights and title or treaty rights (specify how each impact was identified - e.g. by the First Nation(s) or by some other means);*
- 5. How each potential Project impact on First Nations Aboriginal rights and title or treaty rights has been addressed, a description of how these actions incorporated feedback from the First Nation(s), and an explanation where an identified impact on Aboriginal rights and title has not been addressed;*
- 6. Whether other Crown permitting agencies have been involved in consulting with the First Nation(s) in respect of the Project and if so, outline any information or direction they have provided to the Proponent in respect of consultation with First Nations;*
- 7. Whether any permits, licenses, tenures or other approvals have been delayed or been rejected due to reasons related to First Nations consultation; and*
- 8. A description of any agreements with First Nations and the date each agreement was executed by the parties.*
- 9. Attach copies of any documents that substantiate the Proponent's consultation activities which may include the following:*
 - o Copies of any record, log or chronology of ongoing communications with First Nations;*
 - o Copies of any written information provided to First Nations concerning the Project;*
 - o Copies of all written correspondence with First Nations;*
 - o Copies of all agreements with First Nations (commercially sensitive information may be redacted);*
 - o Copies of any documents from other Crown agencies provided to the Proponent and relating to the consultation with First Nations about the Project; and*

- *Any other materials substantiating the scope, progress, or status of the Proponent's consultation activities.*

If BC Hydro has concerns about the consultation information provided by the Proponent, BC Hydro will seek additional information from the Proponent and/or First Nations

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ATTACHMENT 7 - Evidence of First Nations Equity Ownership in Project

Provide evidence that the First Nations’ Equity Ownership share in the Project meets the Eligibility Requirement specified in the RFP. If the Proponent provides evidence that the First Nations’ Equity Ownership interest in the Project is greater than the minimum, an Evaluation Price credit may be applied to the Project for Proposal evaluation (see RFP for details on evaluation).

Equity Form (DRAFT)

To satisfy the First Nation Equity Ownership requirement and, if applicable, the First Nations Equity Ownership credit for the percentage of First Nations Equity Ownership above the minimum requirement in a Project, Proponents will be expected to submit a form that indicates the total amount of First Nations Equity Ownership held by First Nations:

First Nation	Name of Legal Entity Holding First Nations Equity Ownership	Address and Contact Information of Legal Entity	First Nations Equity Ownership at Commercial Operation Date (Percentage)
[Insert name of B.C. First Nation that is impacted by the Project and that holds First Nations Equity Ownership]	[Insert name of legal entity holding equity on behalf of the First Nation]		[Insert total amount of First Nations Equity Ownership held by First Nation to two decimal places]
If more than 1 First Nation, insert name(s) of additional First Nations			
Total			[Insert Sum of total First Nations Equity Ownership percentage]

ATTACHMENT 8 -

First Nations Economic Benefits Letter

A proposal will receive a credit to its Evaluation Price if it is supported by a letter from one or more First Nations in whose territory the project is located, who will not receive First Nations Equity Ownership in the Proposed Project, confirming that additional economic benefits, other than Equity Ownership, have been, or are to be, received. Refer to the RFP document for details.

Non-Equity Economic Benefits Form (DRAFT)

To be eligible for the non-equity economic benefits credit, Proponents will be expected to submit a completed form with their Proposal:

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

Re: **Attestation in Respect of Economic Benefits held by [insert name of First Nation]**

Section 1: Proponent and Project Information

A	Name of Project	
B	Name of Proponent	

Section 2: Evaluation Price credit for Economic Benefits Under RFP

A	The Proponent is seeking to attain a \$1 Evaluation Price credit under the RFP for a economic benefits agreements with a First Nation whose traditional territory is impacted by the Project.	<input type="checkbox"/> Yes, at least one agreement between the Proponent and a First Nations community for economic benefits, other than First Nations Equity Ownership, has been reached between the parties.
B	Name of the First Nations community(ies) that have an agreement with the Proponent for economic benefits other than First Nations Equity Ownership.	

Section 3: Attestation in Respect of the Proponent

I hereby confirm that I am an individual with the authority to bind the Proponent and that, if applicable, by signing this form using electronic signature, I agree to the content, terms and conditions set out in the document on behalf of the Proponent.

Proponent Name: _____

Per: _____

Print name:

Print title:

(I have the authority to bind the Proponent)

Date Signed:

[PAGE BREAK]

Section 4: Attestation in Respect of the First Nation Community

I [insert name of attesor] _____, as representative of [insert name of First Nations community] _____ located in [insert name of city/town/region] _____ of British Columbia attest, on behalf of [insert name of First Nations Community] _____ the following information:

1. I am a duly elected or appointed official who represents the interests of [insert name of First Nations community] _____ and have the authority to bind the First Nations Community for the purposes of the subject matter of this attestation.
2. An agreement with the Proponent has been reached that transfers economic benefits other than First Nations Equity Ownership to [insert name of First Nations community] _____.

Attestor Signature: _____

(I have the authority to bind the First Nation in respect of this attestation)

Print name: _____

Print title: _____ of **[insert name of First Nation]**

Date Signed: _____

Witness Signature: _____

Print name: _____

Print title: _____

Date Signed: _____

ATTACHMENT 9 -

Resumes of Key Project Proponent Team Members

Provide a copy of the resume for each Key Team Member listed in Part 2-B of the Project Information Form. Each resume should be accompanied by a Form of Authorization to Collect Personal Information signed by the applicable Proponent Team Member.

The Form of Authorization to Collect Personal Information is provided on the next page.

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FORM OF AUTHORIZATION TO INDIRECTLY COLLECT PERSONAL INFORMATION

Proponents that will be submitting to BC Hydro, as part of their Proposal, a resume, work history, summary of qualifications or other “personal information”, with respect to any individual, should obtain and retain (in case BC Hydro requests proof), in relation to each such individual, an authorization form, in the following form, completed and signed by that individual. The foregoing is important for BC Hydro to meet its obligations under the (BC) Freedom of Information and Protection of Privacy Act.

AUTHORIZATION TO INDIRECTLY COLLECT PERSONAL INFORMATION

RFP

Reference #

Title:

By signing below, I, _____,
(Print Name)

authorize the indirect collection from _____
(Print Name of Proponent)

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

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

_____)
_____)
Signature _____ Date _____

BC Hydro collects the personal information you are providing as part of your submission (i.e., resumes/curricula vitae) to assist with evaluating your submission. The personal information is collected as permitted by section 26(c) of the Freedom of Information and Protection of Privacy Act.

If you are including third party personal information in your submission, you warrant that you have those individuals' permission to do so.

Please contact power.call@bchydro.com if you have questions about the collection and use of your personal information.

SCHEDULE 4

FINANCIAL INFORMATION FORM

Revised: January 8, 2024

PURPOSE

These are instructions for the completion of this Financial Information Form, which each Proponent must submit as part of its Proposal. The Financial Information Form should contain financial information concerning the Proponent and the Project, which BC Hydro requires to determine whether the proposed Project meets the Eligibility Requirements and to complete the evaluation of the Proposed Project.

Words and phrases used in this document and defined in the RFP and/or the Specimen EPA have the meanings given in the RFP and/or Specimen EPA.

GENERAL INSTRUCTIONS

- The Proponent should enter its information under the column titled, “*Contents Requirements and Information*” of the following tables in this prescribed form.
- *Italic orange font text* provides guidance/instruction for completing each field and, where applicable, provides specific requirements that the Proponent must demonstrate are met. The *Italic orange font text* **should be deleted by the Proponent** in their completed form submission.
- Do not attach general corporate brochures or other promotional material of a general nature to this prescribed form.
- If a particular field (row) is not applicable, insert the text “Not applicable”.
- Where the instructions call for submission of applications, reports, agreements, plans, schedules, resumes, studies or other documents, those documents should be provided as attachments to this form, Attachments should be numbered sequentially and in accordance with the instruction provided in this prescribed form.
- A Proponent should be fully responsive to each instruction, as applicable to the Proponent and its Project. If a Proponent is in any doubt as to the requirements contained in these instructions, it should seek clarification using the Q&A process provided in the RFP.

1. FINANCIAL INFORMATION

No.	Information Item	Contents Requirements and Information
A	Project Financing Past Experience	<p><i>The Proponent is required to demonstrate past experience on projects similar to the Project in size and scope in which the Proponent and/or its Affiliate secured project financing. List the following information for a minimum of two previous projects:</i></p> <ul style="list-style-type: none"> • <i>Name, location, type, and nameplate capacity (MW) of project;</i> • <i>Actual or expected Commercial Operation Date;</i> • <i>Total project cost financed with equity and with debt;</i> • <i>Sources of financing (equity and debt); and</i> • <i>Lead arranger(s) or underwriter(s) for the required debt and equity, if applicable.</i>
B	Financing Plan	<p><i>The Proponent is required to complete the financing plan included as Attachment 1 of this form.</i></p>
C	Status of Financing	<p><i>Describe the status of efforts to secure financing, including the amount of equity and of debt financing secured with firm commitments and with internally-approved allocations to date, and the related sources.</i></p> <p><i>Provide in Error! Reference source not found. copies of financial commitments (e.g., commitment letters, term sheets, letters of offer or executed financing documents) and/or internal funding authorizations, if any;</i></p> <p><i>Proponents should note that firm commitments from equity and debt providers, or for internally-approved funding allocations, are preferred in BC Hydro's evaluation process.</i></p>
D	Financial Statements	<p><i>The Proponent should provide in Attachment 3 one copy of the following information to evidence that it has the financial resources to fulfill all conditions of the EPA for the duration of the EPA Term:</i></p> <ul style="list-style-type: none"> • <i>audited financial statements for the most recent three years, including balance sheets, income statements, statements of cash flow, and notes to the financial statements for each of the most recent three years, (collectively "Financial Statements"); or,</i> • <i>if audited Financial Statements are unavailable, then in place of audited Financial Statements, one copy of the Proponent's Financial Statements prepared on a "review engagement" basis for each of the most recent three years, including balance sheets, income statements, statements of cash flow, and notes to the financial statements for each of the most recent three years.</i> <p><i>If the most recent year's Financial Statements are over six months old, recent quarterly financial statements may be requested and any material changes occurring since the date of the Financial Statements should be separately described and submitted in a separate document.</i></p> <p><i>If the Proponent's financial results are consolidated with other corporations or entities for financial reporting purposes, then the consolidated organization's Financial Statements may be used but only if the consolidated organization provides written confirmation that 1) the Proponent is a division of the consolidated organization and that the consolidated organization is legally or</i></p>

BC Hydro 2024 Power Call – Financial Information Form

No.	Information Item	Contents Requirements and Information
		<p><i>financially responsible for the Proponent's obligations or 2) the Proponent is a separate legal entity and that the consolidated organization will provide a guarantee for the Proponent in the form provided by BC Hydro. Without such confirmation, the consolidated organization's Financial Statements cannot be used to satisfy the Proponent's Financial Statements requirement.</i></p> <p><i>For Joint Ventures the Financial Statements described above must be provided for all equity partners, where available.</i></p>
E	Bank Reference (Optional)	<p><i>The Proponent may provide in Attachment 4 an "Account Enquiry" form or a "Bank Reference Letter" from the Proponent's main bank disclosing available line of credit, strength and length of their relationship, repayment history, NSF activity, and outstanding loans.</i></p>

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ATTACHMENT 1 - Proponents Financing Plan

Expected Project Cost			
<i>Specify the expected total all-in “Project cost” incurred prior to COD, inclusive of allowances for all hard and soft capital costs, interest during construction, owner contingencies and working capital requirements, indicating each of interest during construction and owner contingencies as separate line items.</i>			
Expected Project Cost:	\$____,____,____,____ (CAD\$s)		
Capital Structure			
<i>Provide the capital structure, including the % of total Project cost to be financed with equity and with debt;</i>			
	Amount (CAD\$s)	% of Total (must equal 100%)	
Equity Portion	\$____,____,____,____	__ %	
Debt Portion	\$____,____,____,____	__ %	
Sources of Equity			
<i>Proponent’s must provide in Attachment 2 commitment letter(s) from equity providers indicating that they have reviewed and evaluated the Specimen EPA, the Proponent’s cost estimates and financing assumptions for the Project, and based on this evaluation confirm that they are committed to provide the specified amount of equity, subject only to certain limited conditions as specified in the letter.</i>			
Designated Equity Provider	Estimated Amount of Equity (CAD\$s)	% of Total Equity (must equal 100%)	Form of Equity financing
1)	\$____,____,____,____	__ %	<i>(e.g. cash injection, contributions in kind, government grants, share issuance, subordinate debt, etc.)</i>
2)	\$____,____,____,____	__ %	
3)	\$____,____,____,____	__ %	
4)	\$____,____,____,____	__ %	
5)	\$____,____,____,____	__ %	
6)	\$____,____,____,____	__ %	
<i>(insert more rows if needed)</i>			
Sources of Debt			
<i>Proponent’s should provide in Attachment 2 commitment letter(s) from debt providers indicating that they have reviewed and evaluated the Specimen EPA, the Proponent’s cost estimates and financing assumptions for the Project, and based on this evaluation confirm that they are committed to provide the specified amount of debt, subject only to certain limited conditions as specified in the letter.</i>			

BC Hydro 2024 Power Call – Financial Information Form

Designated Debt Provider	Estimated Amount of Debt (CAD\$\$)	% of Total Debt	
1)	\$____,____,____,____	__ %	
2)	\$____,____,____,____	__ %	
3)	\$____,____,____,____	__ %	
4)	\$____,____,____,____	__ %	
<i>(insert more rows if needed)</i>			

DRAFT

ATTACHMENT 2 - Financial Commitment Letters

It is recommended that, where available, the Proponent provide commitment letter(s) from equity providers indicating that they have reviewed and evaluated the Specimen EPA, the Proponent's cost estimates and financing assumptions for the Project, and based on this evaluation confirm that they will provide the specified amount of equity, subject only to certain limited conditions as specified in the letter.

It is recommended that, where available, the Proponent provide commitment letter(s) from debt providers indicating that they have reviewed and evaluated the Specimen EPA, the Proponent's cost estimates and financing assumptions for the Project, and based on this evaluation confirm that they will provide the specified amount of debt, subject only to certain limited conditions as specified in the letter.

A sample commitment letter template is provided on the following page, for which the Proponent may use for drafting its equity and debt commitment letters.

EQUITY / DEBT COMMITMENT LETTER TEMPLATE

[Letterhead of Provider of Equity/Debt]

British Columbia Hydro and Power Authority
333 Dunsmuir Street
Vancouver, BC V6B 5R3
Attention: Contact Person

RE: BC Hydro Call for Power 2024 [Equity or Debt] Commitment Letter

This letter is being provided in support of [insert full name of Proponent] and its Proposal [insert name of Proposal/Project] to be awarded an Electricity Purchase Agreement (EPA) as contemplated by the Call for Power 2024 Request for Proposals (RFP). Capitalized terms in this letter have the same meaning provided to them in the RFP.

On behalf of [insert name of the provider] (the “Provider”), I confirm the following:

1. The Provider has carried out such investigations and reviews of the RFP, RFP documents, Proponent, Proponent’s team member and the Project and other related matters as the Provider considers necessary to provide this letter to BC Hydro.
2. The Provider has confirmed to the Proponent that it is committed to contributing/providing the amount of [equity or debt] as specified in the Proponent’s Proposal.
3. Consistent with the Proposal and the terms of RFP the Provider will [contribute equity of provide debt] in an amount estimated at Project: \$____,____,____.____ based on the current Project cost estimate.
4. The Provider acknowledges that BC Hydro will be relying on this letter in completing its evaluation of the Proposal submitted by Proponent according to the terms of the RFP.

Yours Sincerely,

[insert name/title]

ATTACHMENT 3 - Proponent's Financial Statements

DRAFT

ATTACHMENT 4 - “Account Enquiry” form or a “Bank Reference Letter”

(Optional Submission)

DRAFT

SCHEDULE 5

RELATIONSHIP DISCLOSURE STATEMENT FORM

Revised: January 8, 2024

CONFLICT OF INTEREST AND UNFAIR ADVANTAGE

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

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent's Team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent's Team have reviewed the definition of Restricted Parties (if included in the RFP) and the non-exhaustive list of Restricted Parties (if any are specifically referenced in the RFP); and
- (c) the following is:
 - (1) a full disclosure of all members of the Proponent's Team who were employees of BC Hydro at any time during the previous two year period from the date of this disclosure;
 - (2) a full disclosure of all known relationships the Proponent and each member of the Proponent's Team has, or has had, with:
 - i. BC Hydro;
 - ii. any listed Restricted Party;
 - iii. any current employees, shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party;
 - iv. any former shareholders, directors or officers, as applicable, of BC Hydro or any listed Restricted Party, who ceased to hold such position within two years from the date of this disclosure; and
 - v. any other person who, on behalf of BC Hydro or a listed Restricted Party, has participated or been involved in this competitive procurement process or the design, planning or implementation of the Agreement or has confidential information about the Agreement or this competitive procurement process; and
 - vi. any other Proponent, including by virtue of involvement in such other Proponent's Proposal; and
 - (3) a full description of the actions that the Proponent has undertaken or offers to undertake to address any actual, perceived or potential conflict of interest or unfair

advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above; and

- (d) if no such relationships are disclosed by the Proponent, the Proponent is not aware of any former employees as described in subsection (c)(1) above nor any relationships between the Proponent or any member of the Proponent’s Team, and any of the persons described in subsection (c)(2) above, and the Proposal has not been prepared with any involvement from any of those persons.

For the purposes of the above, the Proponent discloses the following:

[Note: please use the following disclosure format; Submit this Schedule 5 even if nothing to disclose, indicating “N/A” or equivalent; Reference any decisions or consents already obtained from BC Hydro pursuant to Section 13.6 of the RFP]

Name of Member of Proponent’s Team	Name of Party with Relationship (e.g., list BC Hydro or a Restricted Party name)	Details of the Nature of the Relationship with BC Hydro or the listed Restricted Party
<i>e.g. Firm Name Ltd.</i>	<i>Name of Restricted Party</i>	<i>Firm Name Ltd. is working with [name of Restricted Party] on Project X</i>
<i>e.g. John Smith</i>	<i>BC Hydro</i>	<i>John Smith was a BC Hydro employee from [date] to [date]</i>
<i>e.g. Jane Smith</i>	<i>Name of Restricted Party</i>	<i>Jane Smith worked with [name of Restricted Party] on Project X from [date] to [date]</i>

The Proponent has undertaken or offers to undertake the following actions to address any actual, perceived or potential conflict of interest or unfair advantage arising from the relationships disclosed pursuant to subsections (c)(1) and (c)(2) above:

SCHEDULE 6

SPECIMEN ELECTRICITY PURCHASE AGREEMENT

Placeholder

Find the Draft Specimen Electricity Purchase Agreement as a separate document for your review on our webpage [Call for power engagement \(bchydro.com\)](http://bchydro.com)