

Request for Proposals (“RFP”)

Supply

THIS IS NOT AN ORDER

RFP #: 20801

Title: Supply of Wheeled Rock Drill

Contact Person: Elizabeth Robles

Email: Elizabeth.robles@bchydro.com

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

This RFP Package consists of:

1. Request for Proposals
2. Form of Proposal
3. Contract Documents composed of:
 - The Agreement; and
 - Appendix A General Conditions (Supply)
 - Appendix B Supplementary General Conditions
 - Appendix C BC Hydro's Policies and Procedures
 - Appendix D Scope of Services
 - Appendix E Schedule of Quantities and Prices
 - Appendix F Supply Schedule
 - Appendix G Specifications
 - Appendix H Quality Requirements
 - Appendix I Indigenous Engagement
 - Appendix J Drawings

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 20801 Supply of Wheeled Rock Drill

This RFP is for a contract that generally includes the supply of wheeled rock drill for BC Hydro Vernon Headquarters.

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

1.2 Definitions

In this RFP, unless the context requires otherwise:

“**Addendum**” has the meaning set out in Section 3.9;

“**BC Bid Address**” has the meaning set out in Section 3.1(a);

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

“**BC Hydro Address**” has the meaning set out in Section 3.1(b);

“**Closing Time**” has the meaning set out in Section 3.2;

“**Contact Person**” has the meaning set out in Section 3.6;

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

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

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

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

“**Preferred Proponent**” means the Proponent recommended by the Evaluation Committee under Section 8.6;

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

“**Proposal**” has the meaning set out in Section 2.1;

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

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

“**Reference Information**” has the meaning set out in Section 3.10;

“Restricted Party” means any person or entity (including its former and current employees) who is participating or is involved in this RFP process or in the design, planning or implementation of the Project, or who has participated or has been involved; and may provide a material unfair advantage or material confidential information to any Proponent that is not, or would not reasonably be expected to be, available to all Proponents.

“RFP” means this Request for Proposals; and

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

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

1.3 Interpretation

In this RFP:

- (a) words importing the singular include the plural, and vice versa;
- (b) the word “including” is deemed to be followed by “without limitation”;
- (c) capitalized terms used but not defined in this RFP, but are defined in other RFP Documents, have the meanings assigned to such terms in the applicable RFP Document, unless the context requires otherwise; and
- (d) 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, electrical generation or electrical transmission and distribution industries, or in the procedures or guidelines recommended for use on publicly funded construction, supply, electrical generation or electrical transmission and distribution projects.

2.0 ELIGIBILITY TO PARTICIPATE

2.1 Eligible Parties

Any interested party (each, a **“Proponent”**) may submit a proposal (a **“Proposal”**) in response to this RFP.

3.0 SUBMISSION INSTRUCTIONS

3.1 Delivery of Proposals

Proposals must be delivered to one of the following addresses:

- (a) if delivered electronically to:

BC Bid at www.BCBid.gov.bc.ca (the **“BC Bid Address”**); or

- (b) if delivered by hand, to:

BC Hydro
Bid Station (main floor)
6911 Southpoint Drive
Burnaby, BC V3N 4X8 (the “**BC Hydro Address**”).

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

3.2 Closing Time

Proposals must be received either electronically at the BC Bid Address or by hand at the BC Hydro Address at or before:

11:00:00 a.m. local time
October 16, 2024

(the “**Closing Time**”).

3.3 Date and Time of Delivery

BC Hydro will date and time record all Proposals, amendments or withdrawals delivered under this RFP as follows:

- (a) if delivered to the BC Bid Address, 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; or
- (b) if delivered to the BC Hydro Address, the Proposal, any amendments or withdrawals will be date and time stamped by BC Hydro at the BC Hydro Address, and the clock used by BC Hydro for that purpose will be deemed conclusively to be correct as to the date and time of receipt.

3.4 Number of Copies to BC Hydro Address

If a Proponent submits its Proposal to the BC Hydro Address, then such Proponent should submit:

- (a) one hard copy, and
- (b) one electronic copy (“pdf” on a CD or USB flash drive)

of its Proposal in a sealed envelope clearly marked on the outside with the RFP Title and RFP Number (as shown in Section 1.1).

BC Hydro may elect to refer only to the electronic copy for the purposes of evaluation, except if for any reason, the electronic copy is in whole or in part unreadable, then the hard copy will be deemed to be the correct copy.

3.5 Late Proposals

Proposals received after the Closing Time will not be considered.

3.6 Contact Person

The following person is the “**Contact Person**” for this RFP:

Name: • Elizabeth Robles
Title: • Procurement Analyst
Email: • Elizabeth.robles@bchydro.com

3.7 Enquiries and Responses

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

- (a) BC Hydro reserves the right to decline to provide a response to an enquiry, considering fairness to all Proponents and the integrity of this competitive procurement process;
- (b) subject to Section 3.7(c), any reply from the Contact Person to an enquiry will be posted to BC Bid as either:
 - (i) a question and answer as part of a question-and-answer series for this RFP (“**Q&As**”); or
 - (ii) an Addendum;
- (c) a Proponent may request that an enquiry and the response be kept confidential if the Proponent considers the enquiry is commercially confidential to it; if BC Hydro determines that an enquiry or the response or both must be distributed to all Proponents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and
- (d) subject to Section 3.7(a) and notwithstanding Section 3.7(c), any enquiry and its response may, in BC Hydro’s sole and absolute discretion, be distributed to all Proponents, or the Contact Person may keep either or both the enquiry and response confidential if, in the judgment of BC Hydro, it is fair and appropriate to do so.

Information obtained from any source other than the Contact Person will not form part of this RFP and may not be used or relied on by a Proponent for the purpose of preparing its Proposal.

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

3.8 Electronic Transmission

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

3.9 Addenda

BC Hydro may, in its sole and absolute 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 as provided by Section 3.7, will be included in or in any way amend this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify this RFP. It is the responsibility of each Proponent to ensure that it has received all issued Addenda.

3.10 Reference Information Including Q&As

Any:

- (a) information included in Q&As issued by the Contact Person under Section 3.7(b); and
- (b) additional information made available to Proponents prior to the Closing Time by BC Hydro or representatives of BC Hydro (such as, for illustration purposes only, Site information, geotechnical or subsurface reports or record drawings), including the information, if any, included or described in Attachment B to this RFP, which is not expressly included in the Contract Documents

(collectively, “**Reference Information**”) is provided for information only 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 the Contract, and nothing will be interpreted as meaning that BC Hydro or any representative of BC Hydro gives any guarantee or representation that the Reference Information is reliable, accurate, complete or relevant.

3.11 Revisions Prior to Closing Time

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

3.12 Language

All Proposals should be in English.

3.13 BC Bid Terms and Conditions

If a Proponent chooses to deliver its Proposal to the BC Bid Address, then such 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.)

3.14 Conflict between this RFP and BC Bid Terms and Conditions

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

BC Hydro recommends that Proponents allow sufficient time for uploading their Proposals to BC Bid to allow for any potential electronic delays or other issues. BC Hydro also recommends that Proponents ensure that they are aware of, and comply with, any file size restrictions under the BC Bid terms and conditions in effect from time to time.

3.15 Obligation to Inform of Material Changes

If, at any time after the submission of a Proposal, there is a material change in any of the information submitted by a Proponent in its Proposal, the Proponent should immediately notify BC Hydro in writing of the material change. In the case of a material change that has already occurred, in circumstances where it was not reasonably practical or legally possible for the Proponent to notify BC Hydro in advance of the underlying transaction or event causing the material change to occur, the Proponent should notify BC Hydro promptly upon the transaction, event or development occurring. For the purposes of this Section 3.15, a material change includes: (a) any change in ownership, control, or management of a Proponent or a member of the Proponent's team; (b) any change to the legal structure of the Proponent or a member of the Proponent's team, such as the merger or amalgamation with another entity (including another Proponent or member of another Proponent's team) or the creation of a new joint venture or other legal entity; (c) any sale or other transfer to another entity of all, or a material part, of the Proponent's assets; (d) any material adverse development impacting: (i) the financial viability; (ii) the capacity or capability to supply and perform the services as described in its Proposal; or (iii) where applicable, the support or backstopping of any affiliated entity or guarantor, of a Proponent or a member of the Proponent's team; (e) any change to any of the members of the Proponent's team that were included in the Proposal; and (f) any occurrence rendering any of the Proponent's representations or disclosures under the Proposal inaccurate or incomplete. BC Hydro will have the right to take any material change into account in determining whether to award a Contract to a Proponent under this RFP and may, in its discretion, reject the Proposal or permit the Proponent to continue on such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of this competitive procurement process, or as otherwise required by BC Hydro. Where, at any time prior to the signing of a Contract, BC Hydro becomes aware of a material change affecting the Proponent or a member of the Proponent's team which has not been disclosed by the Proponent in accordance with this Section 3.15, BC Hydro may, in its discretion, reject the Proposal or request that the Proponent, including a Preferred Proponent, notify BC Hydro of such material change in accordance with this Section 3.15 and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness, and integrity of this competitive procurement process, or as otherwise required by BC Hydro. For clarity, this Section 3.15 applies to the Preferred Proponents right up to and including the date the Contract is executed by the parties.

4.0 RFP DOCUMENTS

4.1 RFP Documents

The "**RFP Documents**" are as follows:

- (a) this Request for Proposals;

- (b) the Form of Proposal, including the schedules listed in Section 2.0 of the Form of Proposal;
- (c) the Contract Documents;
- (d) issued Addenda, if any; [and]
- (e) issued Reference Information (including Q&As), if any.

4.2 Availability of RFP Documents

Subject to Section 10.10, all RFP Documents, including issued Addenda and Reference Information, if any, relating to this RFP will be posted on BC Bid. It is the sole responsibility of a Proponent to ensure it has received all RFP Documents before submitting a Proposal.

4.3 Completeness of RFP Documents

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

5.0 FORM OF PROPOSAL

5.1 Form of Proposal

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

5.2 Proposed Amendments to Commercial Terms

The Contract Documents describe the proposed commercial terms for the final Contract. If any such terms are unacceptable to a Proponent, then the Proponent may include proposed amendments to the commercial terms with its Proposal. If a Proponent elects to include a proposed amendment, then the Proponent should also include in its Proposal the rationale and the benefit to BC Hydro (such as the amount of cost-savings), if any, for the proposed amendment. A Proponent will be deemed to fully accept all the commercial terms for the final Contract as described by the Contract Documents, except as may be expressly described otherwise in the Proposal.

5.3 Alternatives

The Contract Documents may include specifications for the performance of the Services and may include drawings for the design of the Services. Proponents may provide Proposals based on such specifications and drawings or may, in addition to, or in substitution for any element of the specifications or design or both as described in the Contract Documents, propose specification or design alterations, modifications or amendments. A Proponent should clearly identify in its Proposal any proposed specification or design alteration, modification or amendment, including the rationale and the benefit to BC Hydro (such as the amount of

cost-savings or superior performance), if any, for each alteration, modification or amendment. A Proponent will be deemed to fully accept and to agree to fully comply with the specifications and design as described in the Contract Documents, except as may be expressly described otherwise in the Proposal.

5.4 Optional Work

A Proponent should include prices for Optional Work, if any, as called for in the Schedule of Quantities and Prices. Such Optional Work prices will be deemed not to include any general overhead costs, or other costs, or profit, that are not directly related to the Optional Work, and the Optional Work prices will only apply if BC Hydro elects to proceed with the Optional Work.

Notwithstanding that BC Hydro may elect not to proceed with the Optional Work, the prices for any Optional Work, including the extended totals for any Optional Work unit prices, will be included in the Proposal Price for the purpose of any price comparisons between Proposals.

5.5 Signature

If a Proponent submits its Proposal to the BC Hydro Address, then such Proponent's Form of Proposal should be signed by a person authorized to sign on behalf of the Proponent and bind the Proponent to statements made in the Proposal and the following will apply:

- (a) if the Proponent is a corporation, then the full name of the corporation should be included, together with the name and signature of an authorized signatory;
- (b) if the Proponent is a partnership or a joint venture, then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and an authorized signatory of each partner or joint venturer should sign; or
- (c) if a partner or joint venturer is a corporation then such corporation should sign as indicated in Section 5.5(a).

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

5.6 Numbers and Figures

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

6.0 INFORMATIONAL MEETINGS AND SITE VISITS – Not used.

7.0 PROPOSAL PRICE

7.1 Proposal Price

The price(s) set out in the completed Schedule of Quantities and Prices (attached to the Form of Proposal) will, applied in accordance with the terms of the Contract Documents, represent the entire cost to BC Hydro for the complete performance of the Services, exclusive only of GST and PST where applicable. The aggregate of such prices (based on applicable unit prices, lump sum prices and other forms of pricing as indicated on the Form of Proposal, and including options or alternates, if any, as may be included in the Schedule of Quantities and Prices)

(collectively, the “**Proposal Price**”) will be the Proponent’s total price for the complete performance of all the Services. The Proposal Price will be deemed to include:

- (a) all costs for labour, equipment and materials included in or required for the completion of the Services, including all items which, while not specifically listed, are included in the Services specifically or by necessary inference from the Contract Documents;
- (b) all overhead costs, including head office and on-site overhead costs, and all amounts for the Supplier’s profit; and
- (c) all costs required for compliance with all laws applicable to the performance of the Services.

8.0 PROPOSAL EVALUATION

8.1 Evaluation Committee

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

8.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate the Proposals to identify the Proposal which the Evaluation Committee judges to be the most advantageous to BC Hydro by applying the evaluation criteria set out in Attachment A to this RFP.

8.3 Evaluation Process

To assist in evaluation of Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks and background investigations of the Proponent, and any subcontractors proposed in the Proposal, with internal and/or external sources, and consider and rely on any relevant information received from the references and from any background investigations in the evaluation of Proposals;
- (b) seek clarification or additional information from any, some, or all Proponents with respect to their Proposal, and consider and rely on such supplementary information in the evaluation of Proposals;
- (c) request interviews/presentations with any, some, or all Proponents to clarify any questions or considerations based on the information included in Proposals, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Proposals; and
- (d) seek confirmation that the inclusion of any Personal Information about an individual in a Proposal has been authorized by that individual.

8.4 Detailed Evaluations

In conducting an evaluation:

- (a) the Evaluation Committee will not be required to complete a detailed evaluation of all Proposals and may, after completing a preliminary review of all Proposals, identify and drop from any detailed evaluation any Proposal which the Evaluation Committee judges to not be in contention to be selected as the Proposal of the Preferred Proponent when compared to the other Proposals;
- (b) the Evaluation Committee may at any time drop from detailed evaluation a Proposal from a Proponent that the Evaluation Committee judges to not be sufficiently safety oriented;
- (c) the Evaluation Committee may at any time drop from detailed evaluation a Proposal from a Proponent that 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 Evaluation Committee judges to be unacceptable;
- (d) notwithstanding Section 5.2, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed amendments that do not offer sufficient benefits or will result in prejudice to BC Hydro; and
- (e) notwithstanding Section 5.3, the Evaluation Committee may drop from evaluation a Proposal which the Evaluation Committee judges to contain material proposed alterations, modifications or amendments that do not offer sufficient benefits or will result in prejudice to BC Hydro.

8.5 Reservation of Rights

BC Hydro reserves the right, in its sole and absolute 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 as described in 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) evaluate a Proposal that includes one or more alteration, modification or amendment to the specifications or drawings or both as permitted by Section 5.3 (whether such alteration, modification or amendment is in addition to, or in substitution for any element of the specifications or design or both) by applying the evaluation criteria as set out in Section 8.2 to identify the alteration, modification or amendment that BC Hydro determines is most advantageous to itself, and select that Proposal based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Proposal Price;

- (c) accept the Proposal which, applying the evaluation criteria as set out in Section 8.2, BC Hydro determines is most advantageous to itself, and, without limitation, select a Proposal which does not have the lowest Proposal Price;
- (d) award separate Contracts for portions of the Services, including with respect to one or more payment items; and
- (e) if only one Proposal is received for the Services or any portion of the Services, reject that Proposal and terminate the process under this RFP (in whole or in part, as applicable), and proceed with the relevant Services as described in this RFP in some other manner, including by entering into negotiations with the one Proponent with respect to any associated matter, including price.
- (f) at any time, reject any Proposal if such Proposal or any collateral investigations by BC Hydro reveal any criminal affiliations or activities or ethical misconduct by the applicable Proponent or a member of the Proponent's team where such affiliations, activities or misconduct would, in the opinion of BC Hydro pose a reasonably ascertainable risk of: (i) interfering with the competitiveness, fairness or integrity of this competitive procurement process; (ii) undermining the confidence of the public in the perceived competitiveness, fairness and integrity of this competitive procurement process; (iii) interfering with the Proponent's ability to perform its obligations under the Contract; or (iv) causing damage or loss to the physical, cyber, financial or operational security of BC Hydro, including its personnel, assets, systems or facilities; and
- (g) at any time, reject any Proposal that is materially incomplete or irregular or that contains any false or misleading statement, claim or information or fails to make any required representation or disclosure.

8.6 Recommendation of Preferred Proponent

The Evaluation Committee will recommend a Proponent to be selected by BC Hydro as the Preferred Proponent.

8.7 All Proposals Over Budget

Subject to any express provision of this RFP, if the Proposal Prices for all Proposals exceed the amount that BC Hydro has budgeted for the Services, then BC Hydro may, at its election and in its sole and absolute discretion:

- (a) seek approval for an increase in the budget; or
- (b) terminate the process under this RFP and enter into negotiations with the Proponent that but for its over-budget Proposal Price would have been recommended as the Preferred Proponent under Section 8.6 for the purpose of identifying scope or other amendments to the Contract Documents to achieve the budget.

9.0 SELECTION AND DEBRIEFING

9.1 Notice to Preferred Proponent

If BC Hydro selects a Preferred Proponent, BC Hydro will issue a written notice to such Proponent stating that it is the Preferred Proponent.

9.2 Negotiations of Contract and Award

BC Hydro may enter into negotiations with the Preferred Proponent. If BC Hydro selects a Preferred Proponent, then such Preferred Proponent will use good faith commercial efforts to negotiate and enter into a Contract with BC Hydro. During negotiations BC Hydro may:

- (a) negotiate any aspect of a Preferred Proponent's Proposal, including reductions in the prices as set out in the Preferred Proponent's Proposal.
- (b) negotiate the incorporation of the Preferred Proponent's suggested amendments to the Contract as may be included in its Proposal;
- (c) negotiate terms and conditions different than those contained in the RFP Documents, the Proposal or both; and
- (d) if at any time BC Hydro reasonably forms the opinion that a mutually acceptable Contract is not likely to be reached within a reasonable time, give the Preferred Proponent written notice to terminate discussions, in which event BC Hydro may then either open discussions with another Proponent or terminate this RFP in whole or in part and obtain the Services in some other manner, or not at all.

9.3 Notification to Unsuccessful Proponents

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

9.4 Debriefing

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

9.5 Public Disclosure

After entering into the Contract with the Preferred Proponent, BC Hydro may, without limitation, make available to the public on BC Bid the subject matter and value of the Contract and the name and address of the Supplier.

10.0 MISCELLANEOUS CONDITIONS

10.1 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 sole and absolute discretion, may determine.

10.2 No Obligation to Proceed

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

10.3 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, due diligence, negotiations or discussions with BC Hydro or BC Hydro's representatives and consultants, relating to or arising from this RFP.

10.4 No Claims

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

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

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

10.5 No Liability for Delivery to the BC Bid Address

Notwithstanding Section 10.4 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 disqualified.

10.6 Relationship Disclosure: Conflict of Interest and Unfair Advantage

The Proponent should complete and submit a "Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage" (attached to the Form of Proposal) making the declarations and disclosures required therein with the knowledge and intention that BC Hydro may rely on any such disclosure.

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 have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair 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 the Contract, the Proponent becomes aware of any such relationship that was not disclosed in its Proposal, then the Proponent will, by written notice addressed to the Contact Person, promptly disclose such relationship.

BC Hydro reserves the right to disqualify any Proponent that in BC Hydro's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether actual, perceived, or likely to arise in the future. In the alternative, BC Hydro may permit any such Proponent to continue in this competitive

procurement process and reserves the right to impose such conditions as BC Hydro may consider to be in the public interest or otherwise required by BC Hydro.

A Proponent that has any concerns regarding:

- (a) whether a current or prospective employee, advisor or member of the Proponent's team is or may be a Restricted Party (if such concept is included in this RFP); or
- (b) whether the Proponent or any member of the Proponent's team has a relationship that may give rise to a conflict of interest or unfair advantage,

is encouraged to request an advance ruling on the matter, by submitting to the Contact Person, not less than ten days prior to the Closing Time:

- (c) a description of the relevant relationship; and
- (d) the measures that have been, or will be, implemented to mitigate, minimize or eliminate any actual, perceived or potential conflict of interest or unfair advantage.

Subject to the terms of this RFP, all requests for advance rulings will be treated in confidence.

10.7 No Representation or Warranty

Each Proponent will 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 advisor to BC Hydro, 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 10.7. BC Hydro accepts no responsibility for any Proponent lacking any information.

10.8 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.

10.9 FOIPPA

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

Each Proponent is responsible for compliance with laws applicable to the collection, use and disclosure of Personal Information, including FOIPPA. If a Proponent includes Personal Information (including resumes) in a Proposal, then by submitting a Proposal a Proponent will be deemed to represent to BC Hydro that the Proponent has obtained written authorization from the applicable individual(s), including the authorization to the indirect collection of Personal Information by BC Hydro, and that the Personal Information may be forwarded to BC Hydro for the purposes of responding to this RFP and may be used by BC Hydro for the purposes set out

in this RFP, including evaluation of Proposals. BC Hydro reserves the right to require proof of such authorization and to reject a Proposal if such consent is not provided as required by applicable law.

10.10 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.

10.11 No Collusion or Solicitation

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

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

10.12 Restricted Parties

For the purposes of this competitive procurement process, and without limiting the definition of Restricted Party in Section **Error! Reference source not found.**, BC Hydro has identified the following persons or entities as Restricted Parties:

N/A

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

Each Proponent is responsible to ensure that neither the Proponent nor any member of the Proponent's team uses or seeks advice or assistance in relation to this competitive procurement process or the Contract from a Restricted Party or includes any Restricted Party as a member of the Proponent's team.

If a Proponent is a Restricted Party, or if a Proponent uses a Restricted Party:

- (a) to advise or otherwise assist the Proponent or a member of the Proponent's team respecting their participation in this RFP process; or
- (b) as a member of the Proponent's team or as an employee, advisor or consultant to the Proponent or a member of the Proponent's team,

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.

**ATTACHMENT A
EVALUATION CRITERIA**

	Evaluation Criteria	Weighting
	No Asbestos Containing Material	Pass/Fail
1.	Overall Cost to BC Hydro	45%
2.	Meets Technical Specifications	30%
2.	Delivery Leadtime	15%
5.	Warranty & Maintenance	10%

It is anticipated that the Proponent that is evaluated to have the highest weighting will be selected as the Preferred Proponent, but BC Hydro reserves the right for the Evaluation Committee to decline to recommend any Proponent which the Evaluation Committee, acting reasonably and fairly, determines would, if selected, result in greater overall cost or material risk to BC Hydro as compared to another Proponent, considering any relevant factors, including a Proponent's financial resources, cybersecurity risk level, safety record, claims and litigation history, work history and environmental record, and BC Hydro's reputation.

ATTACHMENT B
REFERENCE INFORMATION – Not used.

FORM OF PROPOSAL

RFP 20801 Supply of Wheeled Rock Drill

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

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

1.0 PROPONENT INFORMATION

This Proposal is submitted by:

Legal Name of Proponent (the “ 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:	
Union Certifications and Employer Bargaining Affiliations, if any, applicable to the Services, including those of each first tier Subcontractor:	
Collective Agreement(s) Expiry Date(s):	
GST Registration Number (if no GST registration number is provided, the Proponent will be considered as not registered for GST):	
Workers’ Compensation Board of British Columbia Registration Number (if coverage for the Proponent’s workers is provided by an insurance policy rather than under the <i>Workers Compensation Act</i> (British Columbia), attach particulars of such policy to this Form of Proposal):	
Proponent’s Country of Residency for <i>Income Tax Act</i> (Canada) Purposes:	

2.0 RFP DOCUMENTS

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

Schedule Number

RFP Questionnaire	1
Schedule of Quantities and Prices	2
Proponent's References	3
Subcontractors	4
Proposed Amendments to Commercial Terms	5
Alternatives	6
Supply Schedule	7
Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage	8
Financial Statements	9
Cybersecurity Risk Management Questionnaire	10

3.0 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 Site and the Services required to be performed by it in accordance with the Contract Documents;
- (d) complied with the RFP;
- (e) based its Proposal Price on the estimated quantities set out in the Schedule of Quantities and Prices, if any, and understands that actual quantities may vary; and
- (f) completed and includes with this Proposal all documents listed in Section 2.0 of this Form of Proposal.
- (g) prepared this Proposal with the genuine bona fide purpose of being selected as Preferred Proponent, without collusion or fraud and in fair competition with other Proponents, and affirms the representations set out in Section 10.11 of this RFP; and
- (h) made all relevant disclosures requested in this RFP and this Proposal does not contain any false or misleading statements or information.
- (i) it will comply with applicable labour and employment laws and adopt responsible business practices and use reasonable efforts to ensure no forced labour or exploitation of children occurs throughout its supply chains if awarded the Contract, as required under GC.23.3.

4.0 PROPONENT'S OFFER

The Proponent offers to perform and complete all of the Services and provide all the labour, equipment and material all as set out in the Contract Documents, in strict compliance with the Contract Documents and for the Proposal Price, subject to the provisions of the Proponent's Proposal.

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

[Proponent's Full Legal Name]

[Note: Insert appropriate signature block as required by Section 5.5 of the RFP]

_____*
Authorized Signatory

Name and Title of Authorized Signatory

Date

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

SCHEDULE 1 – QUESTIONNAIRE

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

BC Hydro is providing the entire RFP in PDF format and all of Part 3 – Form of Tender, including applicable Schedules in Microsoft Word format for ease of completion. The tables below are expandable.

MANDATORY REQUIREMENTS

- NO ASBESTOS CONTAINING MATERIAL**

BC Hydro must comply with WorkSafeBC regulations that prohibit the use of asbestos containing materials in a workplace. Asbestos containing material (“ACM”) is defined as a manufactured article or other material, other than vermiculite insulation, that contains a minimum 0.1% asbestos when tested in accordance with analytical methods (NIOSH method 9000, 9002, or EPA/600/R-93/116). All vermiculite material with any level of asbestos contamination is considered ACM.

Q1: *Suppliers are to note that BC Hydro will not purchase any goods, materials or equipment with any ACM.*

Please confirm that none of the goods, materials and/or equipment to be supplied or used in the course of the Work include or contain ACM.

A1:

OVERALL COST

Q2: Provide Cost/ Schedule of Prices

A2: Please complete Schedule 3-2 below.

MEETS TECHNICAL SPECIFICATIONS

Q3: The cart-mounted rock drilling system, or Marini MR-2 or equivalent, must include the following. Indicate which of the following are met or not and include comments as needed

A3:

Description	Yes	No	Comment
Frame designed to work in mountainous terrain and extreme vertical applications			
Cart on three feet that can accommodate either wheeled or ski feet;			

Pneumatic wheels and ski feet included			
Rotating mount that connects drill to cart frame;			
Braced feed mast			
MA-100 Rock Drill or Equivalent suitable for injection bore soil nails;			
Ability to easily adapt to down the hole configuration in future;			
Pneumatic drill feed that allows for changing rods.			
Min retract force 1500lbs			
Emergency Air Shutoff on Control Panel			
Lubrication system			
Pneumatic Winch with pendant control and min 250ft of wire Rope			
Q4: Provide support drawing, schematics, parts lists for review.			
A4:			
Q5: What model/s of down-the-hole hammer drill heads can be used with this cart?			
A5:			
Q6: Provide a standard sample packing list that will accompany the delivery of this item for us to see all items to be provided with the item purchased.			
A6:			

DELIVERY LEADTIME

Q7: Indicate lead time to deliver the requirement.
A7:
Q8: Provide the lead times for the parts
A8:

Q9: Is delivery coming directly from the manufacturer or will it go through some customization at another facility?

A9:

Q10: Are there any logistical requirement that may affect delivery time?
--

A10:

WARRANTY & MAINTENANCE

Q11: Provide length of warranty provided.

A11:

Q12: Provide a maintenance schedule for this equipment.

A12:

Q13: Indicate below if replacement parts for this model will be in stock for the duration of the warranty period and, if applicable, the duration they will be in stock following the warranty period.
--

A13:

Q14: Indicate below where replacement parts for this model are shipped from.
--

A14:

SCHEDULE 2 – SCHEDULE OF QUANTITIES AND PRICES

1. All prices unless expressly stated otherwise:
 - (a) will be deemed to be in Canadian dollars (and if any price is expressed in any other currency, then for the purposes of evaluation BC Hydro will convert such price to the Canadian dollar equivalent, calculated as of the Closing Time); and
 - (b) will be deemed to include all applicable duties and all costs of performing the Services and all applicable taxes, except only GST and PST where applicable.
2. The abbreviations in the Schedule of Quantities and Prices are defined as follows:

LS	lump sum	
PS	provisional sum	
m	linear metre	
<hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/>		
SS	stipulated sum	(This is the amount that BC Hydro has deemed should be allowed for the related item as part of the Contract Price. This amount should not be altered by the Proponent in completing the Schedule of Quantities and Prices. If the Proponent considers that a different amount should be allowed for that item, it should address the difference by adjusting amounts for the other items in the Schedule of Quantities and Prices accordingly.)
3. BC Hydro reserves the right to delete the requirement for performance security under the Contract. In such case, the Proposal Price will be reduced by the price for such performance security as entered in the Schedule of Quantities and Prices. If performance security is required under the Contract but no price is entered for such performance security in the Schedule of Quantities and Prices, then, pursuant to Section 8.3(b) of the RFP, and notwithstanding paragraph 4 of this Schedule 2, BC Hydro may request the Proponent to clarify the price for such performance security that was included in the Proposal Price.
4. Where the Proponent does not enter a value for a payment item in the Schedule of Quantities and Prices, then a value will be inserted by BC Hydro for the purposes of evaluation only. The value inserted will be derived from the highest price received for that payment item amongst all Proponents. However, if the Proponent is determined to be a Preferred Proponent, BC Hydro will negotiate the price for that payment item with the Preferred Proponent.
5. If there are any discrepancies in the Schedule of Quantities and Prices between the unit prices (if any) and the extended totals, then the unit prices will be deemed to be correct, and corresponding corrections will be made to the extended totals and the Proposal Price as may be required. If an extended total is given but the unit price has been omitted, then the corresponding unit price will be calculated from the extended total and the estimated quantity and inserted. If there is a discrepancy between the aggregate of prices in the Schedule of Quantities and Prices and the Proposal Price, then the aggregate of prices will be deemed to be correct, and the Proposal Price adjusted accordingly.

6. Terms of Payment are provided in GC.6 of Appendix A – General Conditions (Supply) and Appendix E – Schedule of Quantities and Prices, to the Contract Documents.
7. Proponents should not submit unbalanced Proposal prices.

Please provide the following pricing information:

Payment Item	Description	Approx. Quantity (for Proposal Evaluation)	Unit	Unit Price	Amount
1				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
XX				\$	\$
SUBTOTAL PAYMENT ITEMS 1 TO XX					\$
Additional Charges (freight, miscellaneous, etc.)					
01	If/as required				\$
02					\$
03					\$
SUBTOTAL Additional Charges					\$
TOTAL PRICE (aggregate of the above)					\$
GST					\$
PST (if applicable)					\$
Aggregate Total (Lump Sum)					\$

SCHEDULE 3 – PROPONENT’S REFERENCES

The Proponent should list at least two recent customer references where the Proponent has provided similar work to the Services required by BC Hydro as described in the RFP. Include the name of the customer, a key contact person, a telephone number for that key contact person, and a brief description of the work provided to each of these customers.

The Proponent agrees that BC Hydro may contact any reference.

The Proponent should complete and provide a separate table (using the table below) for each of its references.

Client Name	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
Email Address	
Length of Relationship	
Type of Work Provided to this Client	
Original Contract Value	
Final Contract Value	

Client Name	
Address (City and Country)	
Contact Name	
Title of Contact	
Telephone No.	
Email Address	
Length of Relationship	
Type of Work Provided to this Client	
Original Contract Value	
Final Contract Value	

SCHEDULE 4 – SUBCONTRACTORS

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

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

Subcontracted Scope		
Subcontractor		
Contact (name, title, email, telephone no.)		
Approximate Percent of the Services to be Subcontracted		
The Subcontractor's Relevant Experience (identify at least three similar projects within the last five years, including the client)	1. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	2. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	
	3. Project Name:	
	Client:	
	Nature of Work:	
	Value:	
	Client Contact:	

SCHEDULE 5 – PROPOSED AMENDMENTS TO COMMERCIAL TERMS

The Proponent should list below any proposed amendments to the commercial terms for the final Contract as invited under Section 5.2 of the RFP (include the applicable section or GC reference and the rationale and the benefit to BC Hydro (such as the amount of cost-savings), if any, for each proposed amendment). **Except as may be specifically listed below, the Proponent will be deemed to fully accept all the commercial terms for the final Contract as described by the Contract Documents.**

SECTION/GC	PROPOSED AMENDMENT	RATIONALE AND BENEFIT

SCHEDULE 6 – ALTERNATIVES

The Proponent should list below any proposed alternatives to the specifications or design, or both as invited under Section 5.3 of the RFP (include the applicable specification or drawing reference and the rationale and the benefit to BC Hydro (such as the amount of cost-savings or superior performance), if any, for each proposed alternative). **Except as specifically listed below, the Proponent will be deemed to fully accept and to agree to fully comply with the specifications and design as described in the Contract Documents.**

SECTION/SP	PROPOSED ALTERNATIVE	RATIONALE AND BENEFIT

SCHEDULE 7 – SUPPLY SCHEDULE

Desired delivery by 14February2025.

**SCHEDULE 8 – RELATIONSHIP DISCLOSURE STATEMENT:
CONFLICT OF INTEREST AND UNFAIR ADVANTAGE**

In accordance with Section 10.6 of the RFP, the Proponent declares on its own behalf and on behalf of each member of the Proponent's team that:

- (a) this declaration is made to the best of the knowledge of the Proponent and, with respect to relationships of each member of the Proponent's team, to the best of the knowledge of that member;
- (b) the Proponent and the members of the Proponent's team have reviewed the definition of Restricted Parties (if included in the RFP) and the non-exhaustive list of Restricted Parties (if any are specifically referenced in the RFP); and
- (c) the following is:
 - (1) a full disclosure of all members of the Proponent's team who were employees of BC Hydro at any time during the previous two year period from the 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;
 - (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 Contract or has confidential information about the Contract 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 8 even if nothing to disclose, indicating "N/A" or equivalent; Reference any decisions or consents already obtained from BC Hydro pursuant to Section 10.6 of the RFP]

Name of Member of Proponent's Team	Name of Party with Relationship (e.g., list BC Hydro, another Proponent, or a Restricted Party name)	Details of the Nature of the Relationship with BC Hydro, another Proponent, 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>

For the purposes of this Schedule 8 – Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage:

“Proponent’s team” means:

- (a) all persons who have been involved in the preparation of the Proponent’s Proposal; and
- (b) all persons who the Proponent proposes to perform work or services under any resulting Contract.

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 9 – FINANCIAL STATEMENTS – Not Used

SCHEDULE 10 – CYBERSECURITY RISK MANAGEMENT QUESTIONNAIRE – Not used.