

Request for Tenders (“RFT”)

Supply

THIS IS NOT AN ORDER

RFT #: 21098

Title: Supply of Stand-alone Sandblast Cabinet

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 RFT Package consists of:

1. Instructions to Tenderers
2. Form of Tender
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 TENDERS

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INSTRUCTIONS TO TENDERERS

1.0 INVITATION

1.1 Background and Purpose

British Columbia Hydro and Power Authority (“**BC Hydro**”) invites Tenders for the following:

RFT 21098 – Supply of Stand-alone Sandblast Cabinet with Dust Collector

These Instructions are for a contract that generally includes the supply and delivery of Supply of Stand-alone Sandblast Cabinet with Dust Collector for use at Site C.

These Instructions apply to and govern the preparation of Tenders in response to these Instructions.

1.2 Definitions

In these Instructions, unless the context requires otherwise:

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

“**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 3.3;

“**Contact Person**” has the meaning set out in Section 3.7;

“**Contract**” means the contract to be awarded to the Preferred Tenderer pursuant to these Instructions;

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

“**Evaluation Committee**” has the meaning set out in Section 9.1;

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

“**Instructions**” means these Instructions to Tenderers;

“**Notice of Preferred Tenderer**” has the meaning set out in Section 10.2;

“**Preferred Tenderer**” means the Tenderer recommended by the Evaluation Committee under Section 9.6;

“**Q&As**” has the meaning set out in Section 3.8(b)(i);

“Reference Information” has the meaning set out in Section 3.11;

“Restricted Party” means any person or entity (including its former and current employees) who is participating or is involved in this RFT 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 Tenderer that is not, or would not reasonably be expected to be, available to all Tenderers.

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

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

“Tender Price” has the meaning set out in Section 8.1;

“Tender Security” has the meaning set out in Section **Error! Reference source not found.**; and

“Tenderer” has the meaning set out in Section 2.1.

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

1.3 Interpretation

In these Instructions:

- (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 these Instructions, but are defined in other Tender Documents, have the meanings assigned to such terms in the applicable Tender Document, unless the context requires otherwise; and
- (d) notwithstanding any other provision in the Tender Documents, no term or condition will be implied into these Instructions 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 **“Tenderer”**) may submit a tender (a **“Tender”**) in response to these Instructions.

3.0 **SUBMISSION INSTRUCTIONS**

3.1 **Delivery of Tenders**

Tenders 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**”).

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

3.2 **Delivery of Tender Security**

Regardless of whether a Tender is delivered electronically or by hand as described in Section 3.1, the Tender Security required by these Instructions must be delivered to the BC Hydro Address as described in Section 3.1(b) at or before the Closing Time.

3.3 **Closing Time**

Tenders 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
16October2024

(the “**Closing Time**”).

3.4 **Date and Time of Delivery**

BC Hydro will date and time record all Tenders, amendments or withdrawals delivered under these Instructions as follows:

- (a) if delivered to the BC Bid Address, the Tender, 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 Tender, 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.

3.5 Number of Copies to BC Hydro Address

If a Tenderer submits its Tender to the BC Hydro Address, then such Tenderer should submit:

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

of its Tender in a sealed envelope clearly marked on the outside with the RFT Title and RFT 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.

3.6 Late Tenders

Tenders received after the Closing Time will not be considered.

3.7 Contact Person

The following person is the “**Contact Person**” for these Instructions:

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

3.8 Enquiries and Responses

All enquiries regarding these Instructions 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 Tenderers and the integrity of this competitive procurement process;
- (b) subject to Section 3.8(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 these Instructions (“**Q&As**”); or
 - (ii) an Addendum;
- (c) a Tenderer may request that an enquiry and the response be kept confidential if the Tenderer 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 Tenderers, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and

- (d) subject to Section 3.8(a) and notwithstanding Section 3.8(c), any enquiry and its response may, in BC Hydro's sole and absolute discretion, be distributed to all Tenderers, 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 these Instructions and may not be used or relied on by a Tenderer for the purpose of preparing its Tender.

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.

3.9 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 these Instructions.

3.10 Addenda

BC Hydro may, in its sole and absolute discretion, through the Contact Person, amend these Instructions at any time by issuing a written addendum (an "**Addendum**"). Written Addenda are the only means of amending or clarifying these Instructions, and no other form of communication whether written or oral, including written responses to enquiries as provided by Section 3.8, will be included in or in any way amend these Instructions. Only the Contact Person is authorized to amend or clarify these Instructions by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify these Instructions. It is the responsibility of each Tenderer to ensure that it has received all issued Addenda.

3.11 Reference Information Including Q&As

Any:

- (a) information included in Q&As issued by the Contact Person under Section 3.8(b); and
- (b) additional information made available to Tenderers 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 these Instructions, 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 Tenderer for the purpose of preparing its Tender. Such information is made available only for the reference and assistance of Tenderers 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.

3.12 Revisions or Withdrawal Prior to Closing Time

Delivered Tenders may be amended or withdrawn in writing, provided such written amendment or withdrawal 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 or withdrawals will not be considered or accepted.

3.13 Irrevocable

After the Closing Time, a Tender will be irrevocable and will remain valid for the period specified in Section 2.0 (g) of the Form of Tender.

3.14 Language

All Tenders should be in English.

3.15 BC Bid Terms and Conditions

If a Tenderer chooses to deliver its Tender to the BC Bid Address, then such Tenderer 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 Tenderers check the BC Bid website to obtain current BC Bid terms and conditions.)

3.16 Conflict between these Instructions and BC Bid Terms and Conditions

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

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

3.17 Obligation to Inform of Material Changes

If, at any time after the submission of a Tender, there is a material change in any of the information submitted by a Tenderer in its Tender, the Tenderer 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 Tenderer to notify BC Hydro in advance of the underlying transaction or event causing the material change to occur, the Tenderer should notify BC Hydro promptly upon the transaction, event or development occurring. For the purposes of this Section 3.17, a material change includes: (a) any change in ownership, control, or management of a Tenderer or a member of the Tenderer's team; (b) any change to the legal structure of the Tenderer or a member of the Tenderer's team, such as the merger or amalgamation with another entity (including another Tenderer or member of another Tenderer'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 Tenderer'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 Tender; or (iii) where applicable, the support or backstopping of any affiliated entity or guarantor, of a Tenderer or a member of the Tenderer's team; (e) any change to any of the members of the Tenderer's team that were included in the Tender; and (f) any occurrence rendering any of the Tenderer's

representations or disclosures under the Tender 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 Tenderer under this RFT and may, in its discretion, reject the Tender or permit the Tenderer 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 Tenderer or a member of the Tenderer's team which has not been disclosed by the Tenderer in accordance with this Section 3.17, BC Hydro may, in its discretion, reject the Tender or request that the Tenderer, including a Preferred Tenderer, notify BC Hydro of such material change in accordance with this Section 3.17 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 3.17 applies to the Preferred Tenderers right up to and including the date the Contract is executed by the parties.

4.0 TENDER DOCUMENTS

4.1 Tender Documents

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

- (a) these Instructions to Tenderers;
- (b) the Form of Tender, including the schedules listed in Section 2.0 of the Form of Tender;
- (c) the Contract Documents;
- (d) issued Addenda, if any; [and]
- (e) issued Reference Information (including Q&As), if any [. OR; and]
- (f) [• any others?].

4.2 Availability of Tender Documents

Subject to Section 12.10, all Tender Documents, including issued Addenda and Reference Information, if any, relating to these Instructions will be posted on BC Bid. It is the sole responsibility of a Tenderer to ensure it has received all Tender Documents before submitting a Tender.

4.3 Completeness of Tender Documents

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

5.0 **FORM OF TENDER**

5.1 **Form of Tender**

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

5.2 **Proposed Amendments to Commercial Terms**

The Contract Documents describe the proposed commercial terms for the final Contract. BC Hydro prefers that the commercial terms for the final Contract not vary from the commercial terms as set out in the Contract Documents. If any such terms are unacceptable to a Tenderer, then the Tenderer may include proposed amendments to the commercial terms with its Tender. If a Tenderer elects to include a proposed amendment, then the Tenderer should also include in its Tender the rationale and the benefit to BC Hydro (such as the amount of cost-savings), if any, for the proposed amendment. A Tenderer 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 Tender.

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. Tenderers may provide Tenders 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 Tenderer should clearly identify in its Tender 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 Tenderer 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 Tender.

5.4 **Optional Work**

A Tenderer 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 Tender Price for the purpose of any price comparisons between Tenders.

5.5 Signature

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

- (a) if the Tenderer 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 Tenderer 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 Tenders, in BC Hydro's sole and absolute discretion, may be rejected.

5.6 Numbers and Figures

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

6.0 **TENDER SECURITY – Not used.**

7.0 **INFORMATIONAL MEETINGS AND SITE VISITS**

7.1 Informational Meetings and Site Visits

BC Hydro may, at its election, hold informational meetings or Site visits or both. If BC Hydro decides to hold an informational meeting or a Site visit, then the Contact Person will post a written notice on BC Bid with details regarding such meeting or visit. Attendance at a meeting or visit will be at the discretion of the Tenderers, but Tenderers who do not attend will be deemed to have received all of the information made available to attendees.

If BC Hydro holds a Site visit, then as a condition of entering the Site the Tenderer must agree to:

- (a) comply with, and cause all of its representatives, including its directors, officers, employees and agents, and its team members to comply with all Site rules and regulations, as may be established by BC Hydro;
- (b) sign an Acknowledgement, Waiver and Indemnity as may be required by BC Hydro; and
- (c) accept full responsibility for all events arising from the Tenderer's access to, and activities at, the Site.

A list of attendees at informational meetings or Site visits may be made available to the public as Reference Information on BC Bid following the meeting or visit.

8.0 TENDER PRICE

8.1 Tender Price

The price(s) set out in the completed Schedule of Quantities and Prices (attached to the Form of Tender) 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 Tender, and including options or alternates, if any, as may be included in the Schedule of Quantities and Prices) (collectively, the **"Tender Price"**) will be the Tenderer's total price for the complete performance of all the Services. The Tender 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.

9.0 TENDER EVALUATION

9.1 Evaluation Committee

The evaluation of Tenders to identify a Preferred Tenderer 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.

9.2 Evaluation Criteria

The Evaluation Committee will compare and evaluate the Tenders to identify the Tender which the Evaluation Committee judges to be the most advantageous to BC Hydro by applying the evaluation criteria set out in Attachment A to these Instructions.

9.3 Evaluation Process

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

- (a) conduct reference checks and background investigations of the Tenderer, and any subcontractors proposed in the Tender, 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 Tenders;
- (b) seek clarification or additional information from any, some, or all Tenderers with respect to their Tender, and consider and rely on such supplementary information in the evaluation of Tenders;

- (c) request interviews/presentations with any, some, or all Tenderers to clarify any questions or considerations based on the information included in Tenders, and consider and rely on any supplementary information received from interviews/presentations in the evaluation of Tenders; and
- (d) seek confirmation that the inclusion of any Personal Information about an individual in a Tender has been authorized by that individual.

9.4 Detailed Evaluations

In conducting an evaluation:

- (a) the Evaluation Committee will not be required to complete a detailed evaluation of all Tenders and may, after completing a preliminary review of all Tenders, identify and drop from any detailed evaluation any Tender which the Evaluation Committee judges to not be in contention to be selected as the Tender of the Preferred Tenderer when compared to the other Tenders;
- (b) the Evaluation Committee may at any time drop from detailed evaluation a Tender from a Tenderer that the Evaluation Committee judges to not be sufficiently safety oriented;
- (c) the Evaluation Committee may at any time drop from detailed evaluation a Tender from a Tenderer 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 RFT, 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 Tender 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 Tender 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.

9.5 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 Tenders and terminate the process under these Instructions, and proceed with the Services as described in these Instructions in some other manner, including reissue an instruction to tenderers or undertake another procurement process for the same or similar scope of Services;
- (b) waive any defect or deficiency in a Tender which does not materially affect the Tender or the Tender Price relative to other Tenders and accept that Tender;

- (c) evaluate a Tender 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 9.2 to identify the alteration, modification or amendment that BC Hydro determines is most advantageous to itself, and select that Tender based on the identified alteration(s), modification(s) or amendment(s) together with the corresponding adjustment, if any, to the Tender Price;
- (d) reject a Tender which is not submitted on the Form of Tender or does not provide all the information requested;
- (e) reject a Tender that contains irregularities, or fails to comply with the process for submission set out in these Instructions, or is obscure or irregular, or contains omitted or unbalanced prices;
- (f) accept the Tender which, applying the evaluation criteria as set out in Section 9.2, BC Hydro determines is most advantageous to itself, and, without limitation, select a Tender which does not have the lowest Tender Price;
- (g) award separate Contracts for portions of the Services, including with respect to one or more payment items; and
- (h) if only one Tender is received, reject that Tender and terminate the process under these Instructions, and proceed with the Services as described in these Instructions in some other manner, including entering into negotiations with that Tenderer with respect to any matter, including price.
- (i) at any time, reject any Tender if such Tender or any collateral investigations by BC Hydro reveal any criminal affiliations or activities or ethical misconduct by the applicable Tenderer or a member of the Tenderer'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 Tenderer'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
- (j) at any time, reject any Tender 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.

9.6 Recommendation of Preferred Tenderer

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

9.7 All Tenders Over Budget

Subject to any express provision of these Instructions, if the Tender Prices for all Tenders 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 these Instructions and enter into negotiations with the Tenderer that but for its over-budget Tender Price would have been recommended as the Preferred Tenderer under Section 9.6 for the purpose of identifying scope or other amendments to the Contract Documents to achieve the budget.

10.0 SELECTION AND DEBRIEFING

10.1 Final Negotiations

BC Hydro may enter into negotiations with the successful Tenderer that has been recommended by the Evaluation Committee and approved by BC Hydro for the purpose of negotiating and reaching agreement on the final language of the Contract.

10.2 Notice of Preferred Tenderer

If BC Hydro selects a Tenderer as the Preferred Tenderer, BC Hydro will issue a written notice to such Preferred Tenderer stating that it is the Preferred Tenderer (the **"Notice of Preferred Tenderer"**).

10.3 Notification to Unsuccessful Tenderers

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

10.4 Debriefing

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

10.5 Public Disclosure

After entering the Contract with the Preferred Tenderer, 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.

11.0 PREFERRED TENDERER REQUIREMENTS

11.1 Obligations of Preferred Tenderer

If a Tenderer receives a Notice of Preferred Tenderer, then such Tenderer will, within ten days of receipt of the Notice of Preferred Tenderer (such time limit being extended only with the prior written approval of BC Hydro) execute and deliver to BC Hydro the Agreement.

12.0 MISCELLANEOUS CONDITIONS

12.1 Ownership of Tenders

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

12.2 No Obligation to Proceed

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

12.3 Cost of Preparing a Tender

Each Tenderer is solely responsible for its own costs and expenses incurred in preparing and submitting its Tender 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 these Instructions.

12.4 No Claims

Each Tenderer, by submitting a Tender, irrevocably agrees (for and on behalf of the Tenderer and each member of the Tenderer'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 RFT or the RFT process, including:
 - (i) if BC Hydro rejects, disqualifies or for any other reason fails to accept a Tender or award a Contract, accepts a non-compliant Tender or otherwise acts negligently or breaches, or fundamentally breaches, the terms of this RFT or any duties arising from this RFT; or
 - (ii) if the RFT process is modified, suspended, or cancelled for any reason (including modification of the scope of services under this RFT or modification of the RFT or the RFT process) or BC Hydro exercises any rights under this RFT; 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 Tenderer 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 Tenderer in preparing its Tender.

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 RFT.

12.5 No Liability for Delivery to the BC Bid Address

Notwithstanding Section 12.4, by submitting a Tender to the BC Bid Address, a Tenderer 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 Tenderer 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 Tenderer making mistakes, errors, omissions or oversights, or the Tenderer's Tender being disqualified.

12.6 Relationship Disclosure: Conflict of Interest and Unfair Advantage

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

The Tenderer 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 Tenderers to err on the side of caution in deciding on the scope of their disclosures.

At the time of such disclosure, the Tenderer 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 Tenderer 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 Tenderer has disclosed an intention to include, as a member of the Tenderer's team, a supplier, subcontractor or subconsultant that is (or is anticipated to be) a member of another Tenderer's team, BC Hydro may in its discretion, in the interests of a fair and transparent process, disclose to any or all Tenderers such details of the teaming arrangement, and any measures implemented by the Tenderer 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 Tenderer becomes aware of any such relationship that was not disclosed in its Tender, then the Tenderer will, by written notice addressed to the Contact Person, promptly disclose such relationship.

BC Hydro reserves the right to disqualify any Tenderer 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 Tenderers), whether actual, perceived, or likely to arise in the future. In the alternative, BC Hydro may permit any such Tenderer 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 Tenderer that has any concerns regarding:

- (a) whether a current or prospective employee, advisor or member of the Tenderer's team is or may be a Restricted Party (if such concept is included in this RFT); or
- (b) whether the Tenderer or any member of the Tenderer'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 RFT, all requests for advance rulings will be treated in confidence.

12.7 No Representation or Warranty

Each Tenderer will investigate and satisfy itself of every condition that affects the preparation of its Tender. Each Tenderer 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 these Instructions. Submission of a Tender is deemed to be conclusive evidence that the Tenderer accepts the terms of this Section 12.7. BC Hydro accepts no responsibility for any Tenderer lacking any information.

12.8 Use of Tender Documents

No person may, without the express prior written consent of BC Hydro, use, copy or disclose any information contained in the Tender Documents for any purpose other than for the purpose of preparing a Tender.

12.9 FOIPPA

Tenderers 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 these Instructions, BC Hydro will endeavour to keep all Tenders (and their contents) confidential.

Each Tenderer is responsible for compliance with laws applicable to the collection, use and disclosure of Personal Information, including FOIPPA. If a Tenderer includes Personal Information (including resumes) in a Tender, then by submitting a Tender a Tenderer will be deemed to represent to BC Hydro that the Tenderer 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 responding to this RFT, and may be used by BC Hydro for the purposes set out in this RFT, including evaluation of Tenders. BC Hydro reserves the right to require proof of such authorization and to reject a Tender if such authorization is not provided as required by applicable law.

12.10 Proprietary or Confidential Documents

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

12.11 No Collusion or Solicitation

By submitting a Tender, the Tenderer, for and on behalf of the Tenderer and each member of the Tenderer'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 Tenderer has prepared its Tender without any connection, knowledge, comparison of figures, arrangement or collusion ("**Communication**") with any member of another Tenderer's or potential Tenderer's team, except as disclosed to BC Hydro in accordance with this RFT. For clarity, this prohibition includes Communication in respect of prices, methods, factors or formulas, and the intent to participate or not participate in this RFT 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 Tenderer 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 Tender, either before or after submission of its Tender, except as expressly provided in this RFT. If any representative of a Tenderer 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 Tender submitted by the Tenderer.

12.12 Restricted Parties

For the purposes of this competitive procurement process, and without limiting the definition of Restricted Party in Section 1.2 above, 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 Tenderer is responsible to ensure that neither the Tenderer nor any member of the Tenderer'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 Tenderer's team.

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

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

BC Hydro may, in its discretion, disqualify the Tenderer, or may permit the Tenderer 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

Note: 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.

The Evaluation Criteria below will be applied to proposals that meet the specification of the item sourced as shown in the Appendix D of the standard agreement document.

	Evaluation Criteria	Weighting
	No Asbestos Containing Material	Pass/Fail
1	OVERALL COST TO BC HYDRO	50%
2	DELIVERY LEADTIME	20%
3	VENDOR PROFILE	20%
4	WARRANTY COVERAGE AND LENGTH	10%

It is anticipated that the Tenderer that is evaluated to have the highest weighting will be selected as the Preferred Tenderer, but BC Hydro reserves the right for the Evaluation Committee to decline to recommend any Tenderer 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 Tenderer, considering any relevant factors, including a Tenderer’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

Drawings:

Dwg. No.	Title	Status

Reports:

Report Title	Author	Date

FORM OF TENDER

RFT 21098 – Supply of Stand-alone Sandblast Cabinet with Dust Collector

To: British Columbia Hydro and Power Authority (“**BC Hydro**”)
Bid Station (main floor)
6911 Southpoint Drive
Burnaby, BC V3N 4X8
Canada

Capitalized terms used but not defined in this Form of Tender have the meanings assigned to such terms in the Instructions to Tenderers applicable to this Form of Tender (the “**Instructions**”), unless the context requires otherwise.

1.0 TENDERER INFORMATION

This Tender is submitted by:

Legal Name of Tenderer (the “ Tenderer ”):	
Legal Structure of Tenderer (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 Tenderer will be considered as not registered for GST):	
Workers’ Compensation Board of British Columbia Registration Number (if coverage for the Tenderer’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 Tender):	
Tenderer’s Country of Residency for <i>Income Tax Act</i> (Canada) Purposes:	

2.0 TENDER DOCUMENTS

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

<u>Schedule Title</u>	<u>Schedule Number</u>
Schedule of Quantities and Prices	1
Tenderer's References	2
Questionnaire	3
Proposed Amendments to Commercial Terms	4
Alternatives	5
Supply Schedule	6
Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage	7

TENDERER'S DECLARATIONS

The Tenderer declares and confirms it:

- (a) received, has examined and understands the Tender Documents, including any issued Addenda;
- (b) agrees to all terms and conditions of the Instructions;
- (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 Instructions;
- (e) based its Tender Price on the estimated quantities set out in the Schedule of Quantities and Prices, if any, and understands that actual quantities may vary;
- (f) completed and includes with this Tender all documents listed in Section 2.0 of this Form of Tender and the Tender Security as required by the Instructions; and
- (g) will keep this Tender irrevocable and open for acceptance by BC Hydro for 60 calendar days starting the day following the date on which the Closing Time occurs, or such longer period of time as the Tenderer and BC Hydro may agree in writing even if a Tender of another tenderer is accepted by BC Hydro.
- (h) prepared this Tender with the genuine bona fide purpose of being selected as Preferred Tenderer, without collusion or fraud and in fair competition with other Tenderers, and affirms the representations set out in Section 12.10 of this RFT; and
- (i) made all relevant disclosures requested in this RFT and this Tender does not contain any false or misleading statements or information.

3.0 **TENDERER'S OFFER**

The Tenderer offers to:

- (a) comply with the requirements of Section 11.1 of the Instructions if awarded the Contract by BC Hydro; and
- (b) 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 Tender Price, subject to the provisions of the Tenderer's Tender.

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

[Tenderer's Full Legal Name]

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

_____*
Authorized Signatory

Name and Title of Authorized Signatory

Date

*If a Tenderer delivers its Tender to the BC Bid Address, then such Tenderer 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 Tenderer's authorized representative on the delivered Form of Tender, and the Tenderer agrees that such use constitutes and will be deemed to be the Tenderer's agreement to be bound by the terms and conditions of this Form of Tender as if the Tenderer's authorized representative had, in fact, signed this Form of Tender.

SCHEDULE 1 – 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:

S	lump sum	
PS	provisional sum	
m	linear metre	
<hr/>		
SS	stipulated sum	(This is the amount that BC Hydro has deemed should be allowed for the related item as part of the Tender Price. This amount should not be altered by the Tenderer in completing the Schedule of Quantities and Prices. If the Tenderer 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 Tender 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, then, pursuant to Section 9.3(b) of the Instructions, and notwithstanding paragraph 4 of this Schedule 2, BC Hydro may request the Tenderer to clarify the price for such performance security that was included in the Tender Price.
4. Where the Tenderer 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 Tenderers. However, if the Tenderer is determined to be a Preferred Tenderer, BC Hydro will negotiate the price for that payment item with the Preferred Tenderer.
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 Tender 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 Tender Price, then the aggregate of prices will be deemed to be correct, and the Tender 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. Tenderers should not submit unbalanced Tender prices.

Please provide the following pricing information:

Payment Item	Description	Approx. Quantity (for Tender Evaluation)	Unit	Unit Price	Amount
1				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
XX				\$	\$
SUBTOTAL PAYMENT ITEMS 1 TO XX					\$
01	Shipment Cost (as applicable)				\$
02	Warranty (as applicable)				\$
03					\$
SUBTOTAL OPTIONAL WORK PAYMENT ITEMS					\$
TOTAL PRICE (aggregate of the above)					\$
GST					\$
PST (if applicable)					\$
Aggregate Total					\$

SCHEDULE 2 – TENDERER’S REFERENCES

The Tenderer should list at least three recent customer references where you provided similar Goods and/or Services to the Goods/Services required by BC Hydro as described in this RFT. Include the name of the customer/organization, a key contact person, a telephone number for that key contact person, and a brief description of the work/goods provided to each of these customers.

The Tenderer agrees that BC Hydro may contact any reference.

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

Client Name	
Address (City and Country)	
Contact Name	
Telephone No.	
Email Address	
Good/s_Service/s provided to this customer	
Value of transaction/contract	

Client Name	
Address (City and Country)	
Contact Name	
Telephone No.	
Email Address	
Good/s_Service/s provided to this customer	
Value of transaction/contract	

Client Name	
Address (City and Country)	
Contact Name	
Telephone No.	
Email Address	
Good/s_Service/s provided to this customer	
Value of transaction/contract	

SCHEDULE 3 - QUESTIONNAIRE

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

BC Hydro is providing the entire RFT 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.

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.

Q_: ***Suppliers are to note: 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.

OVERALL COST TO BC HYDRO

Q1: Please provide total cost including details/breakdown/related costs/delivery.

A1: (Please complete Schedule 1 of Quantities & Prices above)

DELIVERY LEAD TIME

Q2: Please provide Lead Time. Please indicate factors/considerations that may affect the lead time, including pick-up location or delivery options.

A2:

VENDOR PROFILE

Q3: Provide below a brief background/history of your entity (length of operation, how long the company has been providing the item required, any recognition in the last 5 years, etc)

A3:

Q4: Please describe your relationship with the product manufacturer (i.e., Partner, authorized/exclusive distributor, etc).

A4:

WARRANTY COVERAGE AND DURATION

Q5: Please provide total details of warranty inclusion/coverage period/terms, what service/s and value add can you offer?
A5:
Q6: Are you an authorized service center?
A6:
Q7: Are you an authorized Warranty Center?
A7:

SCHEDULE 4 – PROPOSED AMENDMENTS TO COMMERCIAL TERMS

The Tenderer should list below any proposed amendments to the commercial terms for the final Contract as invited under Section 5.2 of the Instructions (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 Tenderer 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 5 – ALTERNATIVES

The Tenderer should list below any proposed alternatives to the specifications or design, or both as invited under Section 5.3 of the Instructions (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 Tenderer 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 6 – SUPPLY SCHEDULE

Please provide estimated delivery date. Desired delivery by 28February2025.

**SCHEDULE 7 – RELATIONSHIP DISCLOSURE STATEMENT:
CONFLICT OF INTEREST AND UNFAIR ADVANTAGE**

In accordance with Section 12.6 of the Instructions, the Tenderer declares on its own behalf and on behalf of each member of the Tenderer's team that:

- (a) this declaration is made to the best of the knowledge of the Tenderer and, with respect to relationships of each member of the Tenderer's team, to the best of the knowledge of that member;
- (b) the Tenderer and the members of the Tenderer's team have reviewed the definition of Restricted Parties (if included in the Instructions) and the non-exhaustive list of Restricted Parties (if any are specifically referenced in the Instructions); and
- (c) the following is:
 - (1) a full disclosure of all members of the Tenderer'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 Tenderer and each member of the Tenderer'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 Tenderer, including by virtue of involvement in such other Tenderer's Tender;
 - (3) a full description of the actions that the Tenderer 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 Tenderer, the Tenderer is not aware of any former employees as described in subsection (c)(1) above nor any relationships between the Tenderer or any member of the Tenderer's team, and any of the persons

described in subsection (c)(2) above, and the Tenderer has not been prepared with any involvement from any of those persons.

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

[Note: please use the following disclosure format; Submit this Schedule 10 even if nothing to disclose, indicating "N/A" or equivalent; Reference any decisions or consents already obtained from BC Hydro pursuant to Section 12.6 of the RFT]

Name of Member of Tenderer's Team	Name of Party with Relationship (e.g. list BC Hydro, another Tenderer, or a Restricted Party name)	Details of the Nature of the Relationship with BC Hydro, another Tenderer, 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 9 – Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage:

“Tenderer’s team” means:

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

The Tenderer 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:
