



Request for Proposals
Meter Deployment Services
RFP 463

Technical Submittal Closing Time: 20 September at
11:00:00 a.m. (PDT)

Delivery Address: 535 Hamilton Street
Vancouver, B.C., V6B 2R1

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SUMMARY OF RFP

<p>RFP TITLE</p>	<p>The title of this RFP is:</p> <p style="text-align: center;">Request for Proposals for Meter Deployment Services RFP #463</p> <p>Please use this title on all correspondence.</p>
<p>CONTACT PERSON</p>	<p>The Contact Person for this RFP is:</p> <p style="text-align: center;">Jeremy Stevenson</p> <p style="text-align: center;">Email: jeremy.stevenson@bchydro.com</p> <p>Please direct all enquiries, in writing, to the above named Contact Person. No telephone enquiries please.</p>
<p>PROPONENT INFORMATION SESSION</p>	<p>August 6th, 2010 at 10:00 am</p>
<p>ENQUIRIES DEADLINES</p>	<p>Enquiries received after 11:00 a.m. (PDT) 5 days before either the Closing time may not be processed and may not receive a response.</p>
<p>SUBMISSION CLOSING TIME</p>	<p>Proponents can submit their Submission any time prior to:</p> <p style="text-align: center;">August 17th At 11:00:00 a.m. (PDT)</p>
<p>RELATIONSHIP DISCLOSURE FORM SUBMISSION</p>	<p>Proponents should submit their completed Relationship Disclosure forms by:</p> <p style="text-align: center;">September 20th At 11:00:00 a.m. (PDT)</p> <p>To be submitted via e-mail in unprotected MS Word document format to the contact person.</p>
<p>TECHNICAL SUBMITTAL CLOSING TIME</p>	<p>The Technical Submittal Closing Time is:</p> <p style="text-align: center;">28th September, 2010 At 11:00:00 a.m. (PDT)</p>
<p>COMMERCIAL SUBMITTAL CLOSING TIME</p>	<p>The Commercial Submittal Closing Time to be specified in the invitation described in Section 4.4.3</p>

DELIVERY ADDRESS	The Delivery Address is: BC Hydro 535 Hamilton Street Vancouver, B.C. V6B 2R1
DELIVERY HOURS	Deliveries will be accepted at the Delivery Address on weekdays (excluding Statutory Holidays) from 8:30 a.m. to 4:00 p.m. (local time in Vancouver), but no later than the Proposal Closing Time.

1. INTRODUCTION

1.1 Procurement Background

In 2008, BC Hydro initiated a procurement process, whereby a single Solution Integrator firm (SI) would be selected to provide and implement the full end-to-end scope of Smart Metering and Infrastructure Program (SMI or the Program). All SMI technology components, including the meters, metering communications, software applications, deployment services, implementation services, and customer experience (including In Home Feedback (IHF), conservation rates, and customer service) would be sub-contracted through the SI to third-party technology contractors and service providers. After a detailed evaluation of the proposals, BC Hydro determined the proposed end-to-end; turnkey approach to implementing SMI was not in the company's best interest.

In March 2010, BC Hydro received approval to proceed with a modified and "disaggregated" procurement approach. Under this modified procurement, BC Hydro will continue with the SI procurement but only for project management and information technology components and BC Hydro will contract directly with a metering system contractor, a MDMS software vendor, and a meter deployment services contractor.

Currently, BC Hydro is proceeding with four immediate procurements including:

- a) Smart Metering System: a single contractor to provide the full end-to-end metering system which includes smart meters for residential and commercial customers, collectors to start consolidating meter reading data in the field, telecommunications cards in the meter to enable meter reading data to be transmitted to a customer's home as well as back to BC Hydro, and the Automated Data Collection System software application.
- b) Meter Deployment Services: a single contractor to complete in-field deployment of meters. This contractor will also help support BC Hydro's customer engagement plan during deployment.
- c) Meter Data Management System: a packaged software application that stores the large volumes of meter reading data and ensures that data is accurate, complete, and useable before sending the data into BC Hydro's corporate systems.
- d) Professional Services: an SI services company to provide experienced resources to support the Project Management, IT and integration, and custom software development tasks.

In addition to the streams of work mentioned above, BC Hydro anticipates pursuing future streams of work related to SMI, such as IHF and theft detection.

1.2 Purpose of the RFP

The purpose of this Request for Proposals ("RFP") is to invite interested parties to prepare and submit competitive Proposals to provide the following work to BC Hydro:

- **Meter Deployment Services:**

BC Hydro is looking for a Contractor to install approximately 1.8 million electric meters in BC Hydro's service area through a mass deployment process. A detailed scope of work is found in Appendix A.

1.3 Procurement Team

a) BC Hydro

BC Hydro is one of North America's leading providers of clean, renewable energy, and the largest electric utility in British Columbia, serving approximately 95 per cent of the province's current population and approximately 1.8 million customers (expected to grow to 1.93 million by 2013). BC Hydro's goal is to provide reliable power, at low cost, for generations.

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

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

Electricity is delivered through a network of 18,336 kilometres of transmission lines and 55,705 kilometres of distribution lines. The transmission and telecom assets are owned and operated by BC Hydro.

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

b) Partnerships BC

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

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

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

1.4 Administration of RFP

Partnerships BC is managing this RFP on behalf of BC Hydro.

1.5 Eligibility

Any interested party, or parties, may submit a response to the Mandatory Business and Technical Requirements Submission Phase of this RFP. Proponents may be individuals, corporations, joint ventures, partnerships or any other legal entities. Only those Proponents who have demonstrated to BC Hydro, in BC Hydro's sole opinion, that they have met the Mandatory Business and Technical Requirements of this RFP, subject to changes in Proponent team membership as permitted by this RFP, may submit Proposals or otherwise participate in the Proposal Phase of this RFP.

1.6 Definitions

Refer to Section 12 for the defined terms used in this RFP. If a capitalized term used in this RFP is not defined in the RFP Definitions it will be defined in the section of the RFP in which it is first used.

2. SMART METERING AND INFRASTRUCTURE (SMI) PROGRAM OVERVIEW

2.1 Legislative Context

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

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

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

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

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

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

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

2.2 SMI Program Objectives

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

SMI's key strategic objectives include:

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

2.3 SMI Program Scope

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

- a) **Smart Metering System:** implement a full function smart metering system for all BC Hydro customers. Scope elements include:
 - (i) **Smart Meters** – these multi-channel meters, capable of two-way communications, which capture both the amount of power consumed and when it is being consumed. The SMI Program will:
 - deliver smart meters for approximately 1.93M residential and commercial customers, with a target completion date of December 2012.

- deploy FAN collectors (data aggregation devices) and other telecommunication devices to collect meter data.
 - Provide a service disconnect switch, in the majority of the self contained meters, to enable safe and secure remote customer connection, disconnection and reconnection.
- (ii) Metering Communication System – the communications network that provides a complete solution to collect meter reading data and also manages the smart meter assets.
- Devices to be included within a meter are a Field Area Network (FAN) network interface card (NIC) and a HAN gateway.
 - The Automated Data Collection System (ADCS) software which manages the metering system and processes the high volume of interval-based meter reads.
 - The metering communication system will be operational for all installed meters, based on the same target date of 2012.
- b) In-Home Feedback (IHF) Solutions: with the availability of detailed usage data from smart meters, SMI will implement communication channels to provide up-to-date energy consumption and price information directly to customers. Scope elements for this IHF work stream in SMI include:
- (i) IHF HAN Device – BC Hydro will provide all customers with the option to acquire a basic, market-available IHF HAN device.
 - (ii) Product Testing & Eligibility Process – to ensure IHF HAN devices operate correctly, safely, and securely within a home, BC Hydro will establish criteria for IHF HAN functionality and performance. Any products meeting the established criteria will be tested in lab and field environments as part of the SMI Program.
 - (iii) IHF HAN Device Pairing Application – to enable an IHF HAN device, it must be securely and reliably paired with its associated smart meter. The SMI Program will design and develop a highly secure, IHF HAN device pairing application.
 - (iv) Web-based Conservation Portal –by implementing interactive and informative applications designed to help customers better understand their energy usage and change their behaviour to conserve more. These portals will use consumption information collected from smart meters, and will be implemented in two phases; 1) “basic” capability based on daily register reads and 2) “advanced” capability based on hourly interval reads. There will typically be a one day lag in the presentment of this usage data.
- c) Conservation Rates: with the availability of hourly energy usage information, BC Hydro will design and implement new rate structures designed to incent conservation behaviour at the customer level. The SMI team will be responsible for implementing the technology infrastructure to support these rates – specifically implementation of the MDMS application (key dependency) and modifications to the current SAP billing system.

Conservation Rates included in the SMI scope include:

- (i) Inclining Block Rate – ensure the smart metering and in-home feedback solutions can support real-time calculation of customer’s usage cost, based on the existing Inclining Block Rates.

- (ii) Time of Use Rate – enable new voluntary Time of Use (TOU) rates, which apply different rates structures depending specifically on when power is being consumed.
 - (iii) Critical Peak Pricing Rate – enable new voluntary Critical Peak Pricing (CPP) rates, which apply different rate structures to power being consumed during critical periods of load on the system.
- d) Theft Detection Solution: BC Hydro is experiencing a significant level of energy diversion which shows up in higher than expected distribution line losses, because BC Hydro does not have the measurement devices, analytical tools and modeling methods to quickly and accurately identify where theft is occurring.

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

Scope elements of the Theft Detection Solution include:

- (i) Transformer and Feeder Meters – new meters will be installed at key points on the distribution grid to measure electricity supplied to localized areas, thus enabling evaluation against electricity recorded downstream at the customer meters.
 - (ii) Theft Analytics Software – an application consolidates data from transformer and feeder meters, customer smart meters, Geographical Information System (GIS), Distribution Management System (DMS), and security databases to identify areas of theft.
 - (iii) Operational Enhancements – new processes and work flows, Customer Information System (CIS) enhancements, and system changes will be implemented to enhance the efficiency of field investigations to rapidly shut down thefts and prevent recurrence.
- e) Telecommunications Infrastructure: refers to the communications infrastructure that enables the two-way transmission of data between the FAN collectors and the head end ADCS. Scope elements include:
- (i) Wide Area Network (WAN) Connections – the Chief Information Officer (CIO) is responsible for all enterprise-wide telecommunications. Working with the CIO, and leveraging Network BC as appropriate, SMI will connect all FAN collectors to a WAN.
 - (ii) Advanced Telecommunications – design and deployment of advanced and redundant communication devices and infrastructure to support advanced smart grid and customer applications. Specific requirements and timing of the implementation of such advanced telecommunications are still to be defined, and will likely continue beyond 2012.
- f) Information Technology (IT) Infrastructure: develop, install, and implement the software applications and data infrastructure required to support the full scope of the SMI Program. This systems integration work involves three broad categories: new software applications, modifications to existing corporate applications, and interfaces between new and existing systems.

2.4 Scope Summary

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

- a) Install 1.95 million residential and commercial smart meters.
- b) Deploy field telecommunications required to transmit metering data.

- c) Implement infrastructure to support in-home feedback options including:
 - (i) A web portal which provides feedback to all customers; and
 - (ii) An in-home display option, for customers who choose to use them.
- d) Implement the infrastructure to enable conservation rates (specifically the MDMS).
- e) Start installing Transformer and Feeder meters and advanced telecommunications.

2.5 SMI Schedule

The high level schedule for the next steps in the four current SMI streams is as follows:

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

Key upcoming milestones for the overall Program include:

- a) Systems Integrator selected – August 2010
- b) Smart Metering System contractor selected – December 2010
- c) Commence telecom installation – June 2011
- d) Expected installation of first production meter – July 2011
- e) Meter installation complete – December 2012

3. THE PROJECT

3.1 Meter Deployment Services

BC Hydro is looking for a Contractor to provide Meter Deployment Services (the “Project”) as part of its SMI Program.

3.2 General Scope of Responsibility

The Contractor will be expected to deliver the scope of work and software described in this document (Appendix A). BC Hydro is looking for a Proponent to mass deploy approximately 1.89 million single phase, network, and polyphase meters throughout BC Hydro’s service territory starting July 1, 2011, and finishing December 31, 2012.

The scope of work for this RFP is comprised of the following elements:

1. Deployment Planning
2. Base Services
 - a. Supply Chain Management
 - b. Quality Assurance
 - c. Work Order Management
 - d. Meter Installation
 - e. Project Management
 - f. Customer Call Center
3. Optional Services
 - a. Graphical Deployment Display

3.3 Collaboration

The Contractor is expected to work in a cooperative and collaborative manner with the Smart Meter System contractor and with BC Hydro’s program manager, the SI, who will be responsible for providing overall project management for the delivery of the SMI Program.

3.4 Key Commercial Principles

The scope of services performed by the Contractor will be governed by the terms and conditions of the Contract. The key commercial principles of these agreements are summarized below for the convenience of Proponents but should not be considered to be an exhaustive listing.

Term

The term of the Contract will commence on execution and remain in effect until completion of all required Work to achieve full meter deployment. It is expected that the Work will be completed by the end of December 2012.

Performance Security and Liquidated Damages

The Contractor will be required to provide a \$10 Million (CDN) letter of credit to secure obligations of the Contractor under the Contract.

On quarterly milestone dates the actual number of meters installed will be compared against the number of meters that were scheduled to be completed by the milestone date. A tolerance band of +/-10% will be applied to this in the first quarter, declining to 0% for the last milestone dates.

Late Installation – If the Contractor has installed less meters than was scheduled (according to the Deployment Plan) the Contractor will be required to pay BC Hydro:

- (i) For all milestone dates except the last milestone date - \$6 / meter for all meters that should have been installed, but that have not yet been installed by that milestone date (taking into account the applicable tolerance band).
- (ii) For the final milestone date - \$0.10 / meter / day for each day that there are meters not yet installed.

Early Installation – If the Contractor has installed more meters than was scheduled (according to the Deployment Plan), the Contractor (according to the Deployment Plan) will pay BCH \$1 / meter for all additional meters that were installed but that should not yet have been installed by that milestone date (taking into account the applicable tolerance band).

Pricing and Payment

Meters Installation services will be paid for on a fixed unit price; based on meter type; region and installation attempts. Project Management services, warehouse and cross dock facilities will be paid for on a fixed monthly fee basis. Disposal services will be paid on a fixed per unit price per region.

Incentive Mechanism

BC Hydro is proposing an incentive (“Incentive”), of up to \$4 million. The Incentive anticipated to be structured in the following way:

	Incentive Breakdown
Team Incentive – Meet BC Hydro Project Goals	40%
Individual Incentive – Balanced Scorecard	60%
	100%

Similar incentives are being provided on other SMI work streams

Team Incentive – Meet BC Hydro Project Goals

This component of the Incentive is based on BC Hydro achieving all major SMI Program elements on schedule and within budget (as per the approved baseline project plan, schedule and budget) and to the levels of quality specified. If this target is achieved, the appropriate percentage of the available Incentive amount will be paid out.

Individual Incentive – Balanced Scorecard

This component of the Incentive is based on the Contractor meeting the objectives set out in the balanced scorecard as detailed in the Contract.

4. COMPETITIVE SELECTION PROCESS

4.1 Overview

This section describes the process that BC Hydro expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two phases: the Requirements Phase; and the Proposal Phase.

4.2 Proponent Information Session

BC Hydro intends to hold a Proponent Information Session on August 6th, 2010 at 10 am to introduce the Project. The meeting will be conducted via the internet, with no attendance in person. Attendance will not be mandatory. Minutes from the meeting will not be prepared or circulated. Any issues that arise that require distribution will be included in this RFP by way of addendum. Proponents wishing to participate in the Proponent Information Session should email the Contact Person indicating their willingness to do so. BC Hydro may be unable to process requests to attend the Proponent Information Session after August 6th, 2010 at 9 am.

4.3 Requirements Phase

The objective of the Requirements Phase is to qualify Proponents to participate in the Proposal Phase of the Competitive Selection Process. A Proponent's eligibility to participate in the Proposal Phase is conditional upon the Proponent having delivered a Submission that successfully demonstrates to the satisfaction of BC Hydro, in its absolute discretion, that it has met the Mandatory Technical and Business Requirements as described in Appendix B.

4.4 Proposal Phase

Only Proponents who have received invitations in writing from BC Hydro confirming that they have met the Mandatory Technical and Business Requirements will be eligible to be short-listed and proceed to the Proposal Phase of the Competitive Selection Process.

The objective of the Proposal Phase is to select the Preferred Proponent who may be offered the opportunity to enter into the Contract. The Proposal Phase will include interactive sessions (Interactive Sessions) with the short listed Proponents relating to technical and commercial matters in accordance with the terms of the RFP and the Participation Agreement, to allow Proponents to provide comments on Project specific issues raised through the process. The Proposal Phase includes two submittals:

- Technical Submittal
- Commercial Submittal

4.4.1 Technical Submittal

Technical Submittal should include the following:

- I Technical Submittal

Proponents are to provide a Technical Submittal which addresses meeting the delivery date of the Base Scope Level. The Technical Submittal is to include no pricing information.

II Proponent Team Package

The Proponent Team Submittal is to clearly identify the team being proposed for the Project as well as the other requirements as detailed in Appendix C.

4.4.2 Invitations to Submit a Technical Supplement

BC Hydro may, in its discretion, issue an invitation to submit a Technical Supplement, to all Proponents, to the Delivery Address on or before the date and before the time specified in the invitation for receipt of Technical Supplements, if,

- a) any amendment, restructuring or supplement made after the Technical Submittal Closing Time,
 - o is made to any of the schedules of the version of the Draft Contract issued as at the Technical Submittal Closing Time, or
 - o is considered by BC Hydro to impact on the elements of the scope of work; or
- b) any document is posted to the Data Room after the Technical Submittal Closing Time and contains information which is considered by BC Hydro to impact on the elements of the scope of work, and
- c) BC Hydro considers the above-referenced amendment, restructuring or supplement, or either of the above-referenced impacts, as applicable, to be so material, having regard to the applicable elements of the scope of work as to necessitate review by the Proponents of their Technical Submittals.

BC Hydro may in its discretion issue an invitation under this Section on its own initiative or on consideration of a Proponent's request delivered by Enquiry in accordance with Section 7.7.

In considering whether to issue an invitation under this Section, BC Hydro, may as part of the consideration process or otherwise, seek and consider comment, information and documentation from the Proponents. Proponents requesting that an invitation under this Section be issued will include in the Enquiry sufficient information and documentation to enable BC Hydro to understand and assess the materiality of the amendment, restructuring or supplement or of the impact, as applicable, having regard to the applicable elements of the scope of work.

4.4.3 Invitations to Submit a Commercial Submittal

BC Hydro will, subject to the terms of this RFP, invite each Proponent that has delivered a Technical Submittal that substantially satisfies the requirements of this RFP, and that otherwise is considered, in accordance with this RFP, to be eligible to receive such an invitation, to submit a Commercial Submittal. Proponents are to prepare their Commercial Submittal on the basis of:

- the Affordability Ceiling;
- the relevant part of the Proponent's Technical Submittal which is applicable to the Scope Level, including any further information and documentation, including, clarifications, rectifications, and more complete, supplementary, replacement and additional information and documentation delivered in accordance with this RFP; and
- the Final Draft Contract, without amendment, and, including any further information and documentation.

4.4.4 Commercial Submittal

Only those Proponents that have delivered a Technical Submittal that substantially satisfies the requirements of the RFP will receive confirmation in writing from BC Hydro to submit a Commercial Submittal and be eligible to submit a Commercial Submittal. The Commercial Submittal is to clearly identify the Scope Level that is being proposed, and include pricing information in respect of that Scope Level and the Affordability Ceiling.

4.4.5 Interactive Sessions

On August 31st through September 2nd, BC Hydro will make available certain of its personnel, consultants and advisers (BC Hydro Representatives) to participate in Interactive Sessions with the invited Proponents. Upon receipt by BC Hydro of an executed Participation Agreement the Proponent will be given a Hold the Date Notice for their Interactive Session. Should the Proponent be invited to participate in the Proposal Phase of the Competitive Selection Process, the Proponent will be invited to attend an Interactive Session on the date indicated in the Hold the Date Notice. The Interactive Sessions will take place in accordance with the following:

- a) the purposes of the Interactive Sessions include
 - (i) providing BC Hydro Representatives with comments on the Initial Draft Contract;
 - (ii) providing Proponents with some comments and feedback from BC Hydro on the general acceptability of particular technical solutions; and
 - (iii) providing an opportunity for each of the Proponents to present aspects of their Proposal;
- b) five days in advance of the Interactive Session, each Proponent will provide the Contact Person with a list of issues it would like to discuss. Three days in advance of the Interactive Session BC Hydro will provide each Proponent with a finalized agenda which in addition to the issues put forward by the Proponent will include any issues BC Hydro would like to raise;
- c) BC Hydro will determine which BC Hydro Representatives will be present at any Interactive Session;
- d) at each Interactive Session, a Proponent may have up to twelve officers, directors, employees, consultants and agents of the Proponent present;
- e) to facilitate free and open discussion at the Interactive Session, Proponents should note that any comments provided by or on behalf of BC Hydro during any Interactive Session, including in respect of any particular matter raised by a Proponent or which is included in any documents or information provided by a Proponent prior to or during the Interactive Session, and any positive or negative views, encouragement or endorsements expressed by or on behalf of BC Hydro during the Interactive Session to anything said or provided by Proponents will not in any way bind BC Hydro and will not be deemed or considered to be an indication of a preference by BC Hydro even if adopted by the Proponent. Prior to the commencement of each Interactive Session, Proponents will be required to acknowledge, in writing, the non-binding nature of the comments provided by or on behalf of BC Hydro during each Interactive Session;
- f) if a Proponent wishes to rely upon anything said or indicated at an Interactive Session, then the Proponent must submit an Enquiry describing the information it would like to have confirmed and request that BC Hydro provide that information to the Proponent in written form and, if such information relates to a clarification, explanation or change to a provision of

- the RFP or the Contract, request an Addendum to the RFP clarifying and amending the provision in question;
- g) BC Hydro will use reasonable efforts to distribute to all Proponents any new information provided by BC Hydro to any Proponent during an Interactive Session, save and except that information which may be related to items raised by a Proponent in an Enquiry on the basis that such item would be treated as “Commercial in Confidence” and where, under Section 7.7, BC Hydro considered it would be dealt with on that basis;
 - h) an anticipated schedule for the Interactive Sessions is set out in Table 1. If one or more Proponents requests additional or fewer Interactive Sessions, or if BC Hydro considers it desirable or necessary to schedule additional or fewer Interactive Sessions, BC Hydro in its sole discretion may amend the anticipated schedule.

4.4.6 Comments on the Initial Draft Contract

Each Proponent should review the Initial Draft Contract for the purpose of identifying any issues or provisions that the Proponent would like to see clarified or amended. Following such review:

- a) BC Hydro will invite Proponents as part of the Interactive Session process to discuss possible clarifications or amendments to the Initial Draft Contract, including with respect to commercial, legal and design matters;
- b) at least five Business Days in advance of the Interactive Session at which the Proponent wishes to discuss the Initial Revised Draft Contract, each Proponent should provide BC Hydro with a prioritized list of requested changes, if any, to the Initial Draft Contract using the Proponent Comments Form attached as Appendix K; and
- c) BC Hydro will consider all comments and requested clarifications or amendments received from the Proponents in the Interactive Sessions and will amend the Initial Draft Contract as BC Hydro may determine in its discretion.

Prior to the Proposal Closing Time, BC Hydro intends to issue by Addendum one or more revised drafts of the Contract, including one that will be identified as the Final Draft Contract (Final Draft Contract). The Final Draft Contract will be the common basis for the preparation of all Final Proposals, and Proponents should not in their Proposal make any modifications, changes or additions to the Final Draft Contract.

4.5 Closing

If BC Hydro selects a Preferred Proponent, the Preferred Proponent should anticipate that the Final Draft Contract will not be amended except as agreed by BC Hydro and provided in Section 9.1.

4.6 Estimated Timeline

The following is BC Hydro’s estimated timeline for the Meter Deployment Services Competitive Selection Process:

Table 1. Anticipated Schedule

MAJOR ACTIVITIES	Expected Date
RFP issued	July 30 th
Proponent Information Session	August 6 th
Requirements Submission	Up to August 17 th
BC Hydro response to Mandatory Business and Technical Requirements Submission	Up to August 24 th
Interactive Sessions	August 31 st – September 2 nd
Final RFP Addendum Issued	September 13 th
Appendix N Submittal Due	September 24 th , 12:00PM; submitted via e-mail in MS Word format to the Contact Person.
Technical Submittal Closing Time	September 28 th
Key Personel Interviews	October 12 th
Commercial Submittal Closing Time	To be specified in the invitation described in Section 4.4.3
Selection of Preferred Proponent	Late October
Execute Contract	November

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

4.7 Data Room

BC Hydro has established a web site to be used as an electronic data room (the “Data Room”) in which it has placed documents in the possession of BC Hydro that BC Hydro has identified as relevant to the Work, and that may be useful to Proponents. BC Hydro does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as BC Hydro may advise with respect to a specific document. Proponents will be given access to the Data Room upon receipt by BC Hydro of the executed Participation Agreement

The information in the Data Room may be supplemented or updated from time to time. Although BC Hydro will attempt to notify Proponents of all updates, Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information. Appendix I contains a list of potentially relevant documents contained in the Data Room.

5. AFFORDABILITY

5.1 Affordability Ceiling

A key objective of the Competitive Selection Process is to maximize the Project scope while meeting the Affordability Ceiling. BC Hydro has identified and calculated a mandatory affordability ceiling for the Project. The Affordability Ceiling, expressed in Canadian dollars, is \$75.0 million. Proposals must be less than, or equal to, the stated Affordability Ceiling.

5.2 Scope Ladder

If not all of the elements of the base requirements are achievable within the Affordability Ceiling, a Proponent may propose to reduce the scope of the Project in order to ensure that its Proposal, is equal to or below the Affordability Ceiling. Proponents are required to eliminate elements in the order outlined in Table 2 below.

Table 2. Scope Ladder

Scope Level	Meter Installation Completion Date
Base Scope	December 31 st , 2012
First Scope Extension	June 30 th , 2013
Second Scope Extension	December 31 st , 2013

6. RFP REQUIREMENTS

6.1 Participation Agreement

As a condition of participating in the Proposal Phase of the Competitive Selection Process each Proponent must sign and deliver to the Contact Person a participation agreement (Participation Agreement) attached as Appendix J by the time of the Mandatory Requirements Closing Time. Only those Proponents that have been invited to participate in the Proposal Phase and that have provided BC Hydro with a signed Participation Agreement will be provided with access to the Data Room (including the Initial Draft Contract), and be able to participate in the Interactive Sessions.

6.2 Submissions Form and Content

Submissions should be in the form and content described in Appendix B.

6.3 Proposal Form and Content

Proposals (including technical and commercials submittals) should be in the form and include the content described in Appendix C.

6.4 Pricing Schedules

Proposals should include completed pricing templates included in the Data Room.

6.5 Supplemental Confidentiality Agreement

Proponents are requested to execute and return the Supplemental Confidentiality Agreement (Appendix M). Only those Proponents that have provided BC Hydro with a signed Supplemental Confidentiality Agreement by end of day Friday, September 10 will be provided with continued access to the Data Room.

7. SUBMISSION AND PROPOSAL INSTRUCTIONS

7.1 Submission Closing Time

Submissions must be received at the Delivery Address before the Submission Closing Time. Submissions received after the Closing Time will not be considered and will be returned unopened.

7.2 Closing Time and Location

Proposal submissions must be received at the Delivery Address before the Closing Time, either Technical Submittal, Technical Supplement, or Commercial Submittal, as the case may be. Proposals received after the Proposal Closing Time will not be considered and will be returned unopened.

7.3 Date and Time Stamp

All Submissions or Proposals received by BC Hydro will be date and time stamped at the time of receipt at the Delivery Address.

7.4 No Fax or Email

Submissions or Proposals submitted by fax or email will not be accepted.

7.5 Language of Submissions, Proposals and Enquiries

Submission and Proposals should be in English. Any portion of a Submission or Proposal not in English may not be evaluated.

7.6 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the appropriate Closing Time. BC Hydro accepts no responsibility for any Proponent lacking any portion of the RFP.

7.7 Enquiries

All enquiries and communications regarding any aspect of this RFP should be directed to the Contact Person by email (each, an "Enquiry") using the form attached to the RFP as Appendix D, and the following applies to any Enquiry:

- a) if the Contact Person responds, the response will be in writing;
- b) all Enquiries, and all responses to Enquires from the Contact Person, will be recorded by BC Hydro;
- c) a response to an Enquiry by BC Hydro will not be distributed to all Proponents if it is of a minor or administrative nature that BC Hydro, in its sole discretion, considers to relate only to the Proponent who submitted the Enquiry and as not material to other Proponents;
- d) BC Hydro may respond to an Enquiry from one Proponent by way of a circular to all Proponents. If a Proponent does not want a response to its Enquiry to be shared with other Proponents, the Enquiry must be clearly marked "Commercial in Confidence" by the Proponent. If BC Hydro in its sole discretion considers that BC Hydro should respond to the Enquiry on a confidential basis, then BC Hydro will do so. However, if BC Hydro in its sole discretion considers that BC Hydro should not respond to the Enquiry on a confidential basis,

- BC Hydro will notify the Proponent who submitted such Enquiry of BC Hydro's decision and the Proponent will have the opportunity to withdraw the Enquiry. If the Proponent does not withdraw the Enquiry, then BC Hydro may provide its response to all Proponents;
- e) if BC Hydro identifies that there is a need for general clarification on an issue or if BC Hydro identifies a matter of substance which BC Hydro considers should be formally brought to the attention of all Proponents, whether or not such issue or such matter has previously been covered by an Enquiry marked "Commercial in Confidence" and a confidential response by BC Hydro, a letter of clarification will be sent to all Proponents at the same time; and
 - f) without limiting Section 7.7(e), if there are subsequent Enquiries made by one or more other Proponents on the same or similar topic, which was previously covered by an Enquiry marked "Commercial in Confidence" and a confidential response issued by BC Hydro, BC Hydro reserves the right to respond to such subsequent Enquiries by way of a circular to all Proponents.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose. In respect of communications from the Contact Person, Proponents may rely only on Addenda and formal written responses to an Enquiry

7.8 Electronic Communication

Proponents should not communicate by fax, and the Contact Person may not respond to any communications sent by fax.

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

- a) BC Hydro does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - i. for ensuring that any electronic email system being operated for BC Hydro or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - ii. if a permitted email communication or delivery is not received by BC Hydro or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFP.
- b) All permitted email communications with, or delivery of documents to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

7.9 Addenda

BC Hydro may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFP at any time before the Closing Time by issuing a written 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 7.7, 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. BC Hydro will notify all parties who have delivered a completed Receipt Confirmation Form of any Addendum posted in the Data Room.

7.10 Intellectual Property Rights

By submitting a Proposal each eligible Proponent will, and will be deemed to, have granted to BC Hydro a royalty-free license without restriction to use for this Project or for any other project, any and all of the information, ideas, concepts, products, alternatives, processes, recommendations, suggestions and other intellectual property or trade secrets obtained from each Proponent either from its Proposal or that are otherwise disclosed by the Proponent to BC Hydro, and that the Proponent has waived or obtained a waiver of all moral rights contained in its Proposal.

BC Hydro acknowledges and agrees that Proponents will not be responsible or liable for any use of information, ideas, concepts, products, alternatives, processes, recommendations or suggestions by BC Hydro with other Proponents for the Project, or for projects other than the Project whether such use is by BC Hydro or any sub-licensee or assignee of BC Hydro.

7.11 Inconsistency between Paper and Electronic Form

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

7.12 Amendments to Proposals

A Proponent may amend or withdraw its Proposal at any time prior to the Technical Submittal Closing Time by delivering written notice, or written amendments, to the Delivery Address prior to the Proposal Closing Time.

7.13 Validity of Proposals

By submitting a Proposal, each Proponent agrees that its Proposal, including all prices, remains valid and irrevocable from the Commercial Submittal Closing Time until midnight at the end of the 120th day following the Commercial Submittal Closing Time (the "Proposal Validity Period").

7.14 Material Change after RFP Closing Time

A Proponent will give immediate notice to BC Hydro of any material change that occurs to a Proponent after the Proposal Closing Time, including a change to its membership or a change to financial capability.

7.15 Changes to Proponent Teams

If for any reason a Proponent wishes or requires to change a member of its Proponent Team after the Technical Submittal Closing Time, or to include new members on its Proponent Team, then the Proponent must submit a written application to BC Hydro for approval. BC Hydro, in its absolute discretion, may grant or refuse an application under this Section, and in exercising its discretion BC Hydro may consider the objective of achieving a Competitive Selection Process that is not unfair to the other Proponents. For clarity:

- a) BC Hydro may refuse to permit a change to the membership of a Proponent team if the change would, in BC Hydro's judgement, result in a weaker team than the original Proponent team; or
- b) BC Hydro may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a team member, or changes to the legal relationship between the Proponent or individual team members, such as the creation of a new joint venture or other legal entity or relationship in place of the Proponent

8. EVALUATION

8.1 Submission Evaluation Criteria

BC Hydro will evaluate Submissions and determine whether a Proponent has met the Mandatory Technical and Business Requirements. Proponents must demonstrate to BC Hydro, in BC Hydro's sole opinion, that the Proponent meets the Mandatory Technical and Business Requirements in Appendix B. Those Proponents whom BC Hydro has determined, in its sole and absolute discretion, to have met the Mandatory Technical and Business Requirements will be invited to participate in the Proposal Phase of the Competitive Selection Process.

8.2 Mandatory Proposal Requirements

BC Hydro will review Proposals to determine whether they comply with the Mandatory Proposal Requirements. Proposals which do not, in the sole opinion of BC Hydro, comply with the Mandatory Proposal Requirements may be rejected and not considered further in the evaluation process.

BC Hydro has determined that the following are the Mandatory Proposal Requirements:

- a) The Proponent must have signed, delivered and be in compliance with the Participation Agreement, as set out in Section 6.1;
- b) The Proposal comprising of the Technical Submittal and the Commercial Submittal, must be received at the Delivery Address before the Technical Submittal Closing Time and Commercial Submittal Closing Time, respectively; and..
- c) The Commercial Submittal must be less than or equal to the stated Affordability Ceiling.

8.3 Proposal Evaluation

BC Hydro will evaluate the Proposals to determine if they substantially satisfy the requirements of this RFP according to the Process as set out below and in Appendix C.

8.3.1 Technical Submittal Package Evaluation

The Technical Submittal evaluation will be on a substantially satisfies the requirements of this RFP in accordance with the evaluation criteria set out in Appendix C of this RFP.

8.3.2 Technical Supplement Evaluation

If a Technical Supplement is invited, a review of the Technical Supplement will be made for substantial completeness and an evaluation of the Technical Supplement will be made in accordance with this RFP, including Appendix C.

8.3.3 Commercial Submittal Evaluation

The Commercial Submittal evaluation will be in accordance with the evaluation criteria set out in Appendix C to this RFP. The Proposal that meets the Affordability Ceiling and that provides the highest Scope Level of all Proposals will be designated the highest-ranked Proposal. If two or more Proposals meet the Affordability Ceiling and provide the same highest Scope Level, the Proposals will be scored according to the following formula:

85 - {85 * [(Adjusted Proposal Price – Lowest Adjusted Proposal Price) / Lowest Adjusted Proposal Price]} + Proponent Team Score (out of 15).

8.4 Evaluation and Selection Procedures

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

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

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

8.5 Interviews/Presentations

Proponents may be required by BC Hydro to have interviews or present their Proposal during the evaluation process at the request of BC Hydro. The presentations should be specific to the Work and must not contain any marketing information of the Proponent or any member of the Proponent Team.

9. SELECTION OF PREFERRED PROPONENT AND AWARD

9.1 Selection and Award

If a Preferred Proponent is selected, it is the intention of BC Hydro that the Contract be executed by the Preferred Proponent without further amendment, except for changes, modifications and additions:

- a) relating to the determination by BC Hydro in its discretion regarding which parts, if any, of the Proposal are to be incorporated by reference or otherwise, into the Contract or otherwise pursuant to express provisions of the Contract, or relating to the determination by BC Hydro in its discretion regarding which of the Proponent's comments, if any, on the requirements are acceptable to BC Hydro, and modifications, changes and additions as a consequence of or in connection with such incorporations or changes, modifications and additions to the requirements;
- b) to those provisions or parts of the Contract which are indicated as being subject to completion or finalization or which BC Hydro determines in its discretion, require completion or finalization, including provisions which require:
 - i. modification or the insertion or addition of information relating to the Proponent's formation (e.g. corporate, partnership or trust structure) and funding structure; and
 - ii. modification or the insertion or addition of information in order to reflect accurately the nature of the Proponent's relationships with its subcontractors, if any.
- c) required by BC Hydro in order to complete, based on the Proposal, any provision of the Final Contract, including changes, modifications and additions contemplated in or required under the terms of the Contract;
- d) that are necessary to create or provide for a duly authorized and legally complete and binding agreement; or
- e) that enhance clarity in legal drafting.
- f) those sections indicated in the Final Draft Contract

BC Hydro also reserves the right in its discretion to negotiate changes to the Contract with the Preferred Proponent.

If for any reason BC Hydro determines that it is unlikely to reach final agreement with the Preferred Proponent, then BC Hydro may terminate the discussions with the Preferred Proponent and proceed in any manner that BC Hydro may decide, in consideration of its own best interests, including:

- a) terminating the procurement process entirely and proceeding with some or all of the Work in some other manner, including using other contractors; or
- b) inviting one of the other Proponents to enter into discussions to reach final agreement for completing the Work.

Any final approvals required by BC Hydro, such as from the board of BC Hydro, will be conditions of final execution or commencement of the Contract.

9.2 Preferred Proponent Security Deposit

Subject to the terms of this RFP:

- a) BC Hydro will invite the Preferred Proponent to deliver the Preferred Proponent Security Deposit on or before the date and time specified by BC Hydro, such date not to be earlier than 5 Business Days after notification of the appointment of the Preferred Proponent; and

- b) the Preferred Proponent's eligibility to remain the Preferred Proponent is conditional upon the Preferred Proponent delivering the Preferred Proponent Security Deposit to BC Hydro on or before the date and time specified by BC Hydro.

9.3 Return of Security Deposit

Subject to Section 9.4, BC Hydro will return the Preferred Proponent Security Deposit to the Preferred Proponent:

- a) within 10 days after receipt by BC Hydro of notice of demand from the Preferred Proponent, if:
 - 1. BC Hydro exercises its right under Section 11.1 to terminate this RFP prior to entering into the Contract for reasons unrelated to the Preferred Proponent or any member of the Preferred Proponent's Proponent Team; or
 - 2. BC Hydro fails, within the Proposal Validity Period, to execute and deliver an agreement substantially in the form of the Final Draft Contract finalized by BC Hydro in accordance with Section 9.1, provided that such failure is not the result of:
 - A. the failure of the Preferred Proponent to satisfy any conditions set out in the Final Draft Contract; or
 - B. any extensions to the Proposal Validity Period arising from any agreement by BC Hydro to negotiate changes to the Final Draft Contract pursuant to Section 9.1; or
- b) within 10 days after execution of the Contract with the Preferred Proponent.

9.4 Retention of Security Deposit

Notwithstanding any receipt by BC Hydro of the notice described in Section 9.3, BC Hydro may, in its discretion, draw on, retain and apply the proceeds of the Preferred Proponent Security Deposit for BC Hydro's own use as liquidated damages, if:

- a) the Proponent or any Proponent Team member is in material breach of any term of this RFP or the Participation Agreement; or
- b) after receipt of written notice from BC Hydro:
 - 1. the Preferred Proponent fails to execute and deliver an agreement substantially in the form of the Final Draft Contract finalized by BC Hydro in accordance with Section 9.1; or
 - 2. Contract execution fails to occur within 30 days (or such longer period as the parties may agree) of receipt of such notice from BC Hydro,

unless:

- 3. any such failure was the result of a significant event which could not have been reasonably prevented by, or was beyond the reasonable control of, the Preferred Proponent; and
- 4. the Preferred Proponent demonstrates to BC Hydro's satisfaction, acting reasonably, that the occurrence of such significant event would materially frustrate or render it impossible for the Preferred Proponent to perform its obligations under the Contract for a continuous period of 180 days as if the Final Draft Contract was in force and effect.

9.5 Compensation for Participation in this RFP

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

9.6 Debriefs

BC Hydro will, for a period of up to one month following award of the Contract, upon request from a Proponent, conduct a debriefing for that Proponent. In a debriefing BC Hydro may discuss the relative strengths and weaknesses of that Proponent's Proposal, but BC Hydro will not disclose or discuss any confidential information of another Proponent.

10. CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

10.1 Conflict of Interest Adjudicator

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

10.2 Relationship Disclosure and Review Process

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

Proponents should submit a preliminary Relationship Disclosure Form (Appendix F) in advance of their Proposal on the date identified in Table 1 of this RFP and disclose all conflicts of interest or unfair advantage.

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

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

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

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

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

10.3 Use or Inclusion of Restricted Parties

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

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

Each Proponent is responsible, and bears the onus, to ensure that neither the Proponent nor any Proponent Team member uses or seeks advice or assistance from any Restricted Party or includes any Restricted Party in the Proponent Team except as permitted by this Section 10.3.

10.4 Current Restricted Parties

At this time, and without limiting the definition of Restricted Parties, BC Hydro has identified the following persons, firms or organizations as Restricted Parties:

Enerex L.L.C.	KnowledgeTech Consulting Inc
Everest Group	Borden Ladner Gervais LLP
ISE Consulting Inc	Bit Stew
Enspira Solutions	Ferax Consulting Co.
McKinsey & Company	Quanta Services
Telvent	Accenture Business Services for Utilities
PricewaterhouseCoopers LLP	Black & Veatch
Capgemini	Accenture Consulting
HP	Erbridge

In addition to the list above, former and current employees of BC Hydro and Partnerships BC who fall within the definition of “Restricted Party”.

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

10.5 Request for Advance Decision

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

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

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

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

Subject to Section 7.7 all requests for advance decisions will be treated in confidence. If a Proponent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

10.6 BC Hydro May Request Advance Decisions

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

The onus is on the Proponent to clear any potential conflict, unfair advantage, or Restricted Party, or to establish any conditions for continued participation, and BC Hydro may require that the Proponent make an application under Section 10.6.

10.7 Decisions Final and Binding

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

10.8 Exclusivity

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

10.9 Shared Use Person

A "Shared Use Person" is a person identified by BC Hydro as eligible to enter into arrangements with any and all Proponents but may not enter into exclusive arrangements with any Proponent. As of the date of this RFP, no Shared Use Persons have been identified.

11. RFP TERMS AND CONDITIONS

11.1 No Obligation to Proceed

This RFP does not commit BC Hydro in any way to award a Contract and BC Hydro reserves the complete right to at any time reject all Proposals and to terminate this RFP and the Competitive Selection Process and proceed with the Project in some other manner.

11.2 No Contract

This RFP is neither an offer nor an agreement to purchase work, goods or services. No contract of any kind for work, goods or services whatsoever is formed under or arises from this RFP, or as a result of or in connection with the submission of a Proposal, including as a result of or in connection with the submission of any part of the Proposal, save and except only if the Contract is executed and delivered and then only to the extent expressly set out in the Contract.

11.3 Freedom of Information and Protection of Privacy Act

All documents and other records in the custody of, or under the control of, BC Hydro are subject to the Freedom of Information and Protection of Privacy Act (FOIPPA) and other applicable legislation. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.

11.4 Cost of Preparing the Proposals

Each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal including all costs of providing information requested by BC Hydro, attending meetings and conducting due diligence.

11.5 Confidentiality of Information

All information pertaining to the Project received through participation in this RFP is confidential and may not be disclosed without the written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of BC Hydro.

11.6 Reservation of Rights

BC Hydro reserves the right, in its sole and absolute discretion, to:

- a) amend the scope of the Project, modify, cancel or suspend the Competitive Selection Process at any time for any reason;
- b) accept or reject any Proposal based on the Evaluation Criteria;
- c) waive a defect or irregularity in a Proposal and accept that Proposal;
- d) reject or disqualify or not accept any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- e) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- f) make any changes to the terms of the business opportunity described in this RFP; and
- g) negotiate any and all aspects of Proposals;

- h) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

11.7 No Collusion

Proponents, Proponent Team Members and Key Individuals will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent Team Member or Key Individual of such other Proponent) regarding the preparation, content or representation of their Proposals.

By submitting a Proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent (including a connection arising solely through shareholdings or other equity interests in or of a Proponent or Proponent Team Member), represents and confirms to BC Hydro, with the knowledge and intention that BC Hydro may rely on such representation and confirmation, that its Proposal has been prepared without collusion or fraud, and in fair competition with Proposals from other Proponents.

11.8 No Lobbying

Proponents, Proponent Team Members and Key Individuals, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not in relation to the Project, this RFP, or the Competitive Selection Process, engage in any form of political or other lobbying whatsoever, including for the purpose of influencing the outcome of the Competitive Selection Process or the selection of the Preferred Proponent. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Project, this RFP, or the Competitive Selection Process, directly or indirectly, with any representative of BC Hydro, the Ministry of Energy Mines and Petroleum Resources, Partnerships BC or, including any Minister or Deputy Minister of Energy Mines and Petroleum Resources, any member of the Executive Council, any Members of the Legislative Assembly, any Restricted Parties, or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever, including for purposes of,

- a) commenting on or attempting to influence views on the merits of the Proponent's Proposal, Initial and Final, or in relation to Proposals of other Proponents;
- b) influencing, or attempting to influence, the evaluation, scoring and ranking of Proposals the selection of the Preferred Proponent, or any negotiations with the Preferred Proponent;
- c) promoting the Proponent or its interests in the Project, including in preference to that of other Proponents;
- d) commenting on or criticizing aspects of this RFP, the Competitive Selection Process, the Project, or the Contract, including in a manner which may give the Proponent a competitive or other advantage over other Proponents; and
- e) criticizing the Proposals of other Proponents.

In the event of any lobbying or communication in contravention of the foregoing, BC Hydro in its sole discretion may at any time, but will not be required to, reject any and all Proposals submitted by that Proponent without further consideration.

11.9 Ownership of Proposals

All Proposals submitted to BC Hydro as a result of this Competitive Selection Process become the property of BC Hydro and will be received and held in confidence by BC Hydro, subject to the provisions of FOIPPA and this RFP.

11.10 Disclosure and Transparency

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

BC Hydro expects to disclose the following information following Contract Award, BC Hydro expects to disclose:

- a) the Fairness Advisor's report; and
- b) the name of the Contractor.

Each Proponent agrees that:

- a) to ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the RFP, the disclosure of any public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of BC Hydro;
- b) it will notify BC Hydro of any and all requests for information or interviews received from the media; and
- c) it will ensure that all of the Proponent Team Members and others associated with the Proponent comply with the requirements of this RFP.

11.11 Fairness Adviser

BC Hydro has appointed John Singleton, QC as Fairness Adviser (the Fairness Adviser) to act as an independent observer of the fairness of the implementation of the Procurement process, up to the selection of a Preferred Proponent. The Fairness Adviser will be kept fully informed by BC Hydro of all activities associated with the implementation of the Procurement process, and will have full access to all documents, meetings and information related to the process. The Fairness Adviser will report to the Executive Project Board as to the fairness of the implementation of the process. The reports of the Fairness Adviser will include a report on the process followed leading to the selection of the Preferred Proponent under this RFP, and BC Hydro will make such report public.

Proponents may contact the Fairness Adviser directly with regard to concerns about the fairness of the Procurement process.

11.12 Limitation of Damages

Each Proponent on its own behalf and on behalf of the Proponent Team and any member of a Proponent Team:

- a) agrees not to bring any Claim against BC Hydro or any of its employees, advisers or representatives for damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal, Initial or Final, for any matter in respect of the RFP or Competitive Selection Process, including:

- (i) in the event BC Hydro accepts a non compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP or the Competitive Selection Process; or
 - (ii) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or BC Hydro exercises any rights under the RFP; and
- b) waives any and all Claims against BC Hydro or any of its employees, advisers or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between BC Hydro and the Proponent for any reason, including without limitation
- (i) in the event BC Hydro accepts a non compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the Competitive Selection Process; or
 - (ii) if the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFP or both) or BC Hydro exercises any rights under the RFP.

12. RFP DEFINITIONS

In this RFP:

1. **“Addenda”** or Addendum means each amendment to this RFP issued by the Contact Person as described in Section 7.9.
2. **“Adjusted Proposal Price”** means a total Proposal Price amount as requested in Section 11 of Package Four in Appendix C, less any Proposal Adjustments (if applicable) identified in Section 3.1.3.1 of Appendix C.
3. **“Amended Proposed Personnel Form”** means the form attached as Appendix O.
4. **“Base Scope”** means substantial completion of the Project work by December 31, 2012.
5. **“BC Hydro”** means British Columbia Hydro and Power Authority.
6. **“Claim”** means any claim, demand, liability, damage, loss, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.
7. **“Competitive Selection Process”** means the overall process for the selection of a Preferred Proponent for the Work including, but not limited to, the RFP.
8. **“Commercial Submittal Closing Time”** means the date and time to be specified in the Invitation to Submit Commercial Submittal, as it may be amended by BC Hydro in accordance with Section 7.9.
9. **“Contact Person”** means the person identified as such on the RFP cover page, or such other person as may be appointed by the BC Hydro for that purpose.
10. **“Contract”** means the agreement of BC Hydro and Contractor as embodied in all the Contract Documents.
11. **“Contractor”** means the successful Proponent under the RFP
12. **“Data Room”** means the BC Hydro website containing key reference and specification documents.
13. **“Delivery Address”** means the delivery address identified as such on the cover page of the RFP.
14. **“Evaluation Criteria”** means the criteria referred to in Appendix C.
15. **“Fairness Adviser”** has the meaning set out in Section 11.11.
16. **“FAN”** or field area network means a secure network from meter to WAN via a collector, supporting two-way communication between the meter (and other devices) and the utility.
17. **“Final Draft Contract”** has the meaning given in section 4.4.6.
18. **“First Scope Extension”** means substantial completion of the Project work by June 30, 2013.
19. **“FOIPPA”** has the meaning set out in Section 11.3
20. **“HAN”** or home area network means a secure network from the meter to a device or dongle in the customer’s premise. This supports the communication between customer’s devices and the meter and provides a real-time view of consumption.
21. **“Head End”** (ADCS) Software means the software operating system to support management and configuration of the LAN and to facilitate communication between meters and the utility back

end systems. This software is sometimes referred to as an Automated Data Collection System (ADCS).

22. **“Hold the Date Notice”** has the meaning given in Section 4.4.5.
23. **“Initial Draft Contract”** has the meaning given in Section 4.4.6.
24. **“Key Individuals”** means the key Proponent Team members as identified in Proponent’s Proposal.
25. **“Mandatory Proposal Requirements”** has the meaning set out in Section 8.2.
26. **“Mandatory Technical and Business Requirements”** has the meaning set out in Appendix B.
27. **“Partnerships BC”** means Partnerships British Columbia Inc.
28. **“Preferred Proponent”** means the company, firm, consortium or other legal entity selected by the BC Hydro during the RFP process to finalize the Contract.
29. **“Preferred Proponent Security Deposit”** means an irrevocable letter of credit in the amount of \$500,000 in the form set out in Appendix M or in such other form acceptable to BC Hydro in its discretion.
30. **“Project”** has the meaning given in Section 3.1.
31. **“Proponent”** means any company, firm, consortium or other legal entity that participates in the Competitive Selection Process.
32. **“Proponent’s Representative”** means the person or firm, identified in Appendix E – Proposal Declaration Form, who is fully authorized to represent the Proponent in any and all matters related to its Proposal.
33. **“Proponent Team”** means the entire team as described in the Proponent’s Proposal that will prepare the Proponent’s proposal under the RFP and will perform the obligations of the Contract. For clarity, the Proponent Team includes both firms and individuals.
34. **“Proposal”** means the formal response (both technical and commercial) to this RFP by a Proponent.
35. **“Proposal Adjustments”** has the meaning given in Section 3.1.3.1 of Appendix C.
36. **“Proposal Phase”** has the meaning given in Section 4.4.
37. **“Proposal Validity Period”** has the meaning given in Section 7.13.
38. **“Technical Submittal Closing Time”** means the date and time specified on the cover page of this RFP, as it may be amended by BC Hydro in accordance with Section 7.9.
39. **“Proposal Declaration Form”** means the form attached as Appendix E – Proposal Declaration Form to this RFP.
40. **“Proposed Personnel Form”** means the form attached as Appendix N.
41. **“Relationship Disclosure Form”** means the form attached as Appendix F to this RFP.
42. **“Restricted Party”** means those persons or firms (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the Competitive Selection Process or the planning or delivery of the Work, and who have or may provide a material unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other Proponents.

43. **“Requirements Phase”** has the meaning given in Section 4.3.
44. **“RFP”** means this Request for Proposals document issued by BC Hydro, all documents contained in the Data Room, and all amendments, addendums and changes thereto.
45. **“Second Scope Extension”** means substantial completion of the Project work by December 31, 2013.
46. **“Scope Level”** means the following:
- Base Scope;
 - First Scope Extension; or
 - Second Scope Extension.
47. **“Shared Use Person”** has the meaning set out in Section 10.9.
48. **“Smart Grid”** means a modern, intelligent electricity transmission and distribution system that incorporates elements of traditional and advanced power engineering, sophisticated sensing and monitoring technology, information technology, and communications to provide better grid performance and to support a wide array of additional services to customers and the economy.
49. **“Smart Meter”** means an advanced electronic solid-state meter that records consumption in more detail than a conventional electro-mechanical meter, and is capable of transmitting that information via a 2-way telecommunications network into the customer premise and/or back to BC Hydro.
50. **“Smart Metering System”** includes the smart meters, FAN infrastructure, and the Head End Software to manage and monitor the meters and telecom network.
51. **“SMI”** means Smart Metering & Infrastructure and is the name BC Hydro uses for its program that comprises the design and deployment of advanced metering infrastructure and related functionality throughout the electricity value chain to the customers’ premises and to enable future Smart Grid applications.
52. **“Submission”** means the formal response to the Requirements Phase of this RFP.
53. **“Submission Closing Time”** means the date and time specified in the Summary of RFP found on page 3 of this RFP, as it may be amended by BC Hydro in accordance with Section 7.9.
54. **“Technical Supplement”** has the meaning given in Section 4.4.2.
55. **“WAN”** or wide area network means the communication layer between the collector devices and the utility and can be wireless or wired (i.e. fiber – physical cable links, cellular data modems, satellite, etc.).
56. **“Work”** means all or any part of the services and obligations required to be performed by the Contractor under the Contract.

APPENDIX A – SCOPE OF WORK

BC Hydro is looking for a Proponent to mass deploy approximately 1.89 million single phase, network, and polyphase meters throughout BC Hydro's service territory starting in July 1, 2011, and finishing December 31, 2012. Concurrent with this BC Hydro will be installing approximately 40,000 meters that are expected to be more complex installations.

The scope of work for this RFP is comprised of the following elements:

1. Base Services
 - a. Supply Chain Management
 - b. Quality Management – Acceptance Sampling
 - c. Meter Installation
 - d. Customer Call Center
 - e. Project Management
 - f. Use of Deployment Handheld System
2. Optional Services
 - a. Graphical Deployment Display

Proposals must include responses to item 1 above. BC Hydro however may or may not decide at its discretion to proceed at this time with item 2a. Proponents may decide at their discretion to submit proposals with respect to item 2a which BC Hydro will consider after selection of a Preferred Proponent.

BC Hydro is seeking a separate contractor for the Smart Metering System. The Contractor will be expected to work in a cooperative and collaborative manner with this eventual supplier.

1. Base Services

a) Supply Chain Management

As described in the Owner Requirements document in the Data Room, BC Hydro will be responsible for the procurement and delivery of the meters, meter rings, seals, and related materials to the Contractor's warehouse location(s). The Contractor will be responsible for all other supply chain activities required to support the mass deployment processes, including but not limited to:

- Providing all necessary warehouse and cross-dock activities including the provision of safe and secure sites to do so;
- Receiving meters into the Contractor's warehouse and cross docks;
- Manage a FIFO inventory management system for the meters; and
- Decommissioning and disposal of the existing meters.

b) Quality Management – Acceptance Sampling

As part of an overall Quality Management Plan BC Hydro is looking to the Contractor to provide a meter acceptance sampling program for single phase, network and 3 phase socket type meters, including the provision of all tools and necessary labour. The testing will be focused on the meter metrology.

The meter acceptance sampling program to be followed is specified in the Owner Requirements document in the Data Room. BC Hydro will actively audit the meter acceptance sampling program performed by the Contractor.

c) Meter Installation

Starting about July 1, 2011 the Contractor will be required to begin mass deployment of the meters. The installation of the meters will be done in accordance with the agreed to meter Deployment Plan and the requirements outlined in the Owner Requirements document in the Data Room.

d) Project Management

BC Hydro expects the Contractor to provide the project management resources, processes and tools necessary to carry out the Contractor's scope of work and integrate with BC Hydro's project team, including BC Hydro's SI, with emphasis on safety, security and quality. This includes but is not limited to:

- Providing and updating a detailed project plan for the Contractor's scope of work;
- Coordinating with BC Hydro and BC Hydro's SI to integrate the Meter Deployment Contractor's project plan into the overall project plan.
- Participating in the overall project management meetings led by BC Hydro and/or BC Hydro's Solution Integrator.
- Providing regular (daily, weekly, and monthly) and as needed ad hoc status reporting, financial reporting, issues management reporting, and risk management reporting;
- Coordinating with BC Hydro with respect to those meters that will be installed by BC Hydro.
- Participating in the development of a telecom deployment plan where required as part of integrated deployment planning; and
- Providing on the ground expertise to work with BC Hydro and its representatives through the duration of the meter deployment to ensure problems are addressed quickly.

After executing the contract and prior to the start of meter deployment, BC Hydro expects certain Contractor resources to assist BC Hydro in the design and implementation of a data exchange process. BC Hydro will use its existing back end systems to generate the work orders and process captured information. BC Hydro will provide the data exchange interface and the Contractor will work with BC Hydro to develop the structure, format and process of exchanging the data including schema definitions, communications, and system interactions.

e) Customer Call Center

The Contractor will be required to provide the following services:

- A call center to support customer basic inquiries and scheduling related to the meter deployment process. It is expected that the call center will be the primary point of customer contact for issues related to the meter deployment.
- Track, report and respond to customer issues, inquiries, feedback and complaints related to the meter deployment process.
- Support processes between BC Hydro and the Contractor for transferring of calls outside of customer inquiry and scheduling calls related to meter deployment

- Work with BC Hydro to develop a joint process for customer complaints and escalated customer inquiries or claims

f) Use of Deployment Handheld System

BC Hydro requests that the Contractor provide BC Hydro with a limited number of its handheld deployment tools (along with the associated systems and processes) to support the installation of meters by BC Hydro employees during this project period. As indicated in the Data Room BC Hydro expects to install approximately 40,000 meters (plus any “Unable to Complete” meters that are returned from the Contractor) during this mass deployment period.

2. Optional Services

a) Graphical Deployment Display

As described in the specified in the Owner Requirements document in the Data Room, BC Hydro is interested in the Contractors ability to graphically display (on a next day basis) the meter installs completed overlaid against BC Hydro’s service territory, as segmented by Region, Billing Area, and Meter Reading Route. The display would be interactive and available for BC Hydro to use, manipulate, and print.

APPENDIX B – MANDATORY TECHNICAL AND BUSINESS REQUIREMENTS SUBMISSION

1. Submission Guidelines

Submissions should:

1. Be in the form and include the content described in this Appendix.
2. Include:
 - a) One soft copy of Package One in unsecured standard portable document format, to be delivered on an USB memory stick;
 - b) Three hard copies of Package One (Two bound copies numbered one through to two; plus one unbound copy marked as “Master”);
 - c) All Submissions should be labelled in the following way: “Package One, Copy One of Two”.
3. Be in accordance with the following style guidelines:
 - a) Font: Arial, point size 11, with the exception of graphics;
 - b) Margins: should not be less than 0.75 inches on any one margin;
 - c) All graphics should be legible (of a resolution size to allow expansion to increase readability),
 - d) Paper stock should be from 100 per cent recycled material; and
 - e) All Submissions should be typed.
4. Be delivered in an envelope, clearly marked with the words, “Meter Deployment Services RFP #463, Response to Requirements Submission”, to the Delivery Address.

1. Evaluation

1.1 Evaluation Criteria

BC Hydro will evaluate Submissions to see if they meet the Mandatory Technical and Business Requirements in Table 3.

1.2 Disqualification of Submissions

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

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

2. Submission Format

For Submissions, Proponents should use the section numbers and titles provided in Table 3 below.

Table 3: Package One Mandatory Technical and Business Requirements

1	Mandatory Technical and Business Requirements
a)	<p>Deployment Experience</p> <p>Proponents must demonstrate that they have deployed at least 500,000 electric meters in a single North American utility AMI / AMR project within the last five years.</p>
b)	<p>Call Center / Data Center Location</p> <p>Confirmation that the Proponent, should they become the Contractor, will have a call center / data center in Canada such that no customer data would be sent or stored outside of Canada.</p>
c)	<p>Financial Capacity</p> <p>Financial capacity sufficient for the Contractor to deliver on its obligations in the RFP and the Contract with a high degree of certainty. To be assessed by BC Hydro via the following:</p> <p>Provide the following information:</p> <ul style="list-style-type: none"> i. Credit rating and copies of current credit agency reports, if available. ii. Most recent Annual Report or similar detailed corporate and business overview, including a description of the legal status (i.e. corporation, partnership or other) of the business entities that the Proponent is proposing as the contracting party for this SMI Project. iii. Proponent's audited financial statements, if available, for the past 3 years, including any interim statements for each quarter since the last audited statement, if available. iv. Proponent's details of any material events that may affect the Proponent's financial standing since the last annual or interim statement. v. Where the financial statements, Annual Report, and/or credit information provided above are that of the Proponent's parent company or affiliate, provide confirmation of the willingness of the parent or affiliate to provide a guarantee. vi. For Proponents without an established credit rating or audited financial statements and where a parental or affiliate guarantee will not be provided, present evidence to show that the Proponent has access to sufficient capital to secure adequate assets, resources, materials, etc. to fulfill all of its obligations described under the RFP.

APPENDIX C – PROPOSAL GUIDELINES

2. Proposal Guidelines

Proposals should:

1. Be in the form and include the content described in this Appendix.
2. Include:
 - a) One soft copy of Packages Two, Three and Four in unsecured standard portable document format, to be delivered on an USB memory stick;
 - b) Four hard copies of Package Two (Three bound copies numbered one through to three; plus one unbound copy marked as “Master”);
 - c) Five hard copies of Package Three (Four bound copies numbered one through to four; plus one unbound copy marked as “Master”);
 - d) Four hard copies of Package Four (Three bound copies numbered one through to three; plus one unbound copy marked as “Master”); and
 - e) All Proposals should be labelled in the following way: “Package Two, Copy one of three”; “Package Three, Copy one of four, and “Package Four, Copy one of three”.
3. Be in accordance with the following style guidelines:
 - a) Font: Arial, point size 11, with the exception of graphics;
 - b) Margins: should not be less than 0.75 inches on any one margin;
 - c) All graphics should be legible (of a resolution size to allow expansion to increase readability),
 - d) Paper stock should be from 100 per cent recycled material; and
 - e) All Proposals should be typed.
4. Be delivered in an envelope/box, clearly marked with the words, “Meter Deployment Services RFP #463, Response to Request for Proposals – Final Proposal”, to the Delivery Address.
5. Proposals should be split into three Packages (Packages One Two and Three) and correspond to the section numbers and titles provided in section 4 of this Appendix.

3. Evaluation

3.1 Evaluation Criteria

3.1.1 Technical Submittal Evaluation

Subject to the terms of this RFP, the Technical Submittal evaluation will consider whether the Technical Submittal, substantially satisfies the requirements of this RFP, including the requirements set out in this Appendix C, the Data Room, the Contract, the Owner’s Requirements and that the Proponent has a good understanding of the Project and of the scope of work.

At the Commercial Submittal the Proponent must identify the Scope Level that corresponds to the pricing submittal provided.

3.1.2 Technical Supplement – Applicable Only if BC Hydro Issued an Invitation to Submit a Technical Supplement

If BC Hydro issued an invitation to submit a Technical Supplement, and the Proponent submits a Technical Supplement containing amendments, then subject to the terms of this RFP, the Technical Supplement evaluation will consider whether:

1. the Technical Supplement contains only amendments that are demonstrated as
 - a) necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 4.4.2 of this RFP, and
 - b) not having an effect beyond reflecting such amendments, restructuring, supplements or impacts, as applicable; and
2. the Technical Submittal, if modified in accordance with each amendment, separately, and with all the amendments, collectively that have not been rejected, would
 - a) substantially satisfy the requirements of this RFP, including the requirements set out in this Appendix, and the Final Draft Contract, in a manner equal to or better than did the Technical Submittal before incorporating the Technical Supplement amendments that have not been rejected, and
 - b) demonstrate to the satisfaction of BC Hydro that the Proponent continues to have a good understanding of the Project and of the scope of work and continues to be capable of performing the obligations and responsibilities of the Contractor and delivering the Project in accordance with the Contract and the Owner's Requirements.

If BC Hydro issued an invitation to submit a Technical Supplement, and the Proponent submits a Technical Supplement containing no amendments then, subject to the terms of this RFP, the evaluation of the Technical Supplement will consider whether the Proponent has submitted written clear, unconditional and unqualified confirmation that the Proponent has reviewed and considered the amendments, restructuring, supplements or impacts, as applicable, described in Section 4.4.2 of this RFP, and that it considers and has conclusively determined that no amendments to the Technical Submittal submitted by the Proponent are necessary.

3.1.3 Commercial Submittal Evaluation

The order to be followed in evaluation will be as follows:

1. Evaluation of Commercial Submittals, including the Pricing Templates submitted for the Scope Level, followed by
2. Application of the ranking process described in this Appendix C.

Subject to the terms of this RFP, the Commercial Submittal evaluation will consider whether the Commercial Submittal substantially satisfies the requirements of this RFP, including the requirements set out in this Appendix C, and the Contract.

3.1.3.1 Commercial Submittal Evaluation – Proposal Adjustments

In the evaluation of Commercial Submittals BC Hydro will make the following Proposal Adjustments to determine a Proponent's overall Adjusted Proposal Price based on the following:

If the Proponent's handheld Deployment Tool has the ability to capture digital photos that are directly linked to the customer account (as described in the Owner Requirements document in the Data Room) then BC Hydro will reduce the Proposal Price by \$1.0 million (Proposal Adjustment Amount).

3.2 Ranking Process

Subject to the terms of this RFP, each Proposal, including the Technical Submittal and the Commercial Submittal, that substantially satisfies the requirements of this RFP and the Contract, will be ranked according to the following process.

1. For purposes of the ranking process under this RFP, the Scope Levels will be ranked in the following sequential order:
 - Base Scope;
 - First Scope Extension; and
 - Second Scope Extension;
2. Each Proposal will be examined to determine whether the requirements of this RFP, including if the Affordability Ceiling has been satisfied.
3. Each Proposal determined as meeting the requirements referenced in paragraph 2 above will be examined to identify the Scope Level which the Proponent has committed to in its Commercial Submittal
4. Applying the Scope Levels set out in paragraph 1 above, the Proposal that meets the requirements referenced in paragraph 2 above and that has been categorized as containing the commitment to achieve the highest Scope Level of all proposals received will receive the highest ranking and be designated the highest-ranked Proposal.
5. If two or more Proposals that meet the requirements referenced in paragraph 2 above provide the highest Scope Level of all the proposals received those two or more proposals will be scored (out of 100) according to the following formula:

85 - {85 * [(Proponent's Adjusted Proposal Price – Lowest Proponent's Adjusted Proposal Price) / Lowest Adjusted Proposal Price] }+ Proponent Team Score (out of 15)

6. If no Proposal meets the Affordability Ceiling, BC Hydro may in its discretion select the Proposal which ranks the highest using the formula stated in paragraph 5 above and which otherwise substantially satisfies the requirements of this RFP to receive the highest ranking and be designated the highest-ranked Proposal.

3.3 Disqualification of Proposals

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

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

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

4. Proposal Format

For Proposals, Proponents should use the section numbers and titles provided in the following tables below.

Table 4: Package Two: Proposal Transmittal Package

Section No.	Title & Contents
Proponents are required to submit the following information with their Transmittal Package.	
Transmittal Package	
1	<p>Personal Information Consent Forms</p> <p>Completed Forms, in the form of Appendix G should be completed and signed by each individual for whom the Proponent included a resume, work history, summary of qualifications or other personal information as part of their proposal.</p>
2	<p>Proposal Declaration Form</p> <p>Submit a Proposal Declaration Form as required in the form of Appendix E.</p>
3	<p>Relationship Disclosure Form</p> <p>Submit a Relationship Disclosure Form as required in the form of Appendix F.</p>
4	<p>Proponent Confirmations</p> <p>Proponents are to specifically confirm in their Proposals:</p> <ul style="list-style-type: none"> • The Proponent is familiar with the (BC) Freedom of Information and Protection of Privacy Act (the FOIPP Act) and is prepared to track amendments to the FOIPP Act as they may occur from time to time. • The Proponent is willing to execute and abide by the terms and conditions substantially in the form of Appendix H – Privacy Protection Schedule.
5	<p>Proposed Proponent Team</p> <p>Provide the legal name of the entity for the following:</p> <ul style="list-style-type: none"> (a) Proponent (b) Subcontractors <p>All Major Subcontractors must meet the requirements outlined in 1(a) of Table 3. For this purpose Major Subcontractors are those who are anticipated to be responsible for more than 100,000 installs and who would act independently of the Proponent (i.e. there own project management, warehouses / cross-dock or tools).</p>
6	<p>Contact Information</p> <p>Provide the name and contact details for the Proponent's Representative.</p>

Section No.	Title & Contents
	<p>Please note: The Proponent's Representative will be the only person to receive communication from the Contact Person regarding the RFP.</p> <p>Proponent's Representative:</p> <ul style="list-style-type: none"> (a) Name (b) Employer (c) Mailing/courier addresses (d) Telephone number (e) Email address <p>Website address</p>
7	<p>Reference Projects</p> <p>Provide a summary of Reference Projects (no more than five) either currently engaged in or completed within the past three years that are of a similar nature, scope and complexity to the work required under this RFP document. Provide the following details for each project listed:</p> <ul style="list-style-type: none"> (a) Name, nature and location of project and owner; (b) Status/scope of involvement on project; (c) Why the project is comparable to this Project; (d) Starting and completion dates for each project; (e) One client reference per project (at a minimum), including name, title and contact particulars (telephone numbers, e mail addresses, etc.) of contact person; (f) Ability to quickly develop and maintain excellent working relationships within the client organization(s); (g) Ability to deliver projects within a compressed timeframe; (h) Ability to manage the development, control and maintenance of required documentation (paper and electronic); and (f) If the Proponent was a member of a joint venture on any of these projects, the response should identify the Proponent's degree of participation.
8	<p>Proposed Personnel Form in the form of Appendix N and Amended Proposed Personnel Form (as required) in the form of Appendix O.</p>

TECHNICAL SUBMITTAL PACKAGE

Based on your understanding of the Project, the scope of work identified in this RFP, and the information outlined in the Data Room, please structure a comprehensive Technical Submittal to respond to BC Hydro's requirements. The proposal should be structured with the headings and numbering systems below and remain within the Proposal page limits indicated.

References to past performance should be with regard to the Reference Projects you have listed.

Table 5: Package Three: Technical Submittal Package

Section No.	Title & Contents	Page Limit (single sided)
1.0	Deployment Plan <i>Provide the proposed deployment plan for the following scenario: Base Scope Level</i>	
1.1	The deployment plan should include, but not be limited to, the following information: (a) A detailed schedule of work which captures all major activities and highlights the critical path activities; (b) Expected ramp-up / ramp-down periods; (c) Expected installation rates, including steady state maximum daily meter deployment rates to be achieved; (d) Meter quantities required per month by Region; (e) Number of cross docks, approximate locations, and dates in operations; (f) Number of installers required per month by Region and the locations where they will be based; (g) Description of the work required leading up to the first meter installation, with an emphasis on areas where BC Hydro input or participation is required; (h) A description of Proponents inventory management processes, proposed meter disposal method, and anticipated location of the disposal facility; (i) A description of the process the Proponent will utilize to minimize (i) UTC's, and (ii) multi-visit requirements for Residential – Single Family accounts. Where applicable demonstrate where these processes have been utilized on the Proponents Reference Projects	N/A

Section No.	Title & Contents	Page Limit (single sided)
	Provide a list of key assumptions made in creating the deployment plan.	
1.2	Describe the challenges you foresee in completing BC Hydro's SMI Program on time and how you intend to address those challenges. Also describe the issues that the Proponent expects BC Hydro will face and how will they work with BC Hydro to address these.	N/A
1.3	Describe key performance metrics that are tracked in the Proponent's Reference Projects.	4
1.4	Of the key performance metrics described above, provide prior performance levels achieved in the Reference Projects and the target Proponent expects to achieve in BC Hydro's SMI project. Describe why Proponent feels the target for the BC Hydro project is achievable.	5
2.0	Quality Management Plan	
2.1	Describe the Proponent's quality management system and processes as it relates to meter installations. This should include, but not be limited to, the following; (a) Qualifications of persons completing training and field audits (b) Installer training testing (field and classroom) (c) Copy of field safety and work procedure audit form(s) (d) Average number of audits completed per installer per month Where possible provide examples from the Reference Projects.	N/A
2.2	Describe the Proponent's quality management system, processes and past experience as it relates to meter acceptance sampling. (a) Qualifications and experience of key persons (b) Worker training and testing (c) Auditing of acceptance sampling program (d) Accuracy of testing equipment (e.g. test console, dial test boards)	10

Section No.	Title & Contents	Page Limit (single sided)
	Where possible provide examples from the Reference Projects.	
3.0	Tools and Data Exchange	
3.1	<p>With respect to your Deployment Tool:</p> <p>a. Please identify and describe the following:</p> <ul style="list-style-type: none"> • Communications, connectivity, security and protocols supported. • It's capability to dispatch work orders to differentiated work groups (other than the Proponent), such as BC Hydro employees. <p>b. Describe the data capture capability, including but not limited to:</p> <ul style="list-style-type: none"> • GPS coordinates • Meter and transformer information • Barcodes • Field notes • Generate, edit and submit work orders • Photo image if applicable of the meter associated with an account and the ability to retrieve the image as needed <p>c. Provide examples from your Reference Projects of how and where the proposed toolsets are currently deployed.</p>	10
3.2	<p>Describe the process for aggregating installer records from Proponents handheld tool, and where this information is stored.</p> <p>Describe the typical data exchange process from the stored data to BC Hydro, including details on.</p> <p>(a) The process of data exchange and the systems involved.</p> <p>(b) The typical formats and size of the files.</p> <p>(c) How the interchange is managed, e.g. FTP site, etc.</p> <p>(d) The estimated timing of each file exchange</p> <p>(e) The QA processes performed.</p>	10

Section No.	Title & Contents	Page Limit (single sided)
4.0	Safety Plan and Record	
4.1	<p>Provide the Safety Plan for the project which outlines the Proponents comprehensive and integrated approach to ensuring safety. The plan should describe how the meter deployment and materials management have been designed to be as safe as reasonably practical over their entire services lifecycle from component receipt through installation, and should include, but not be limited to, the following elements:</p> <ul style="list-style-type: none"> (a) Safety Leadership (b) Hazard Identification and Risk Assessment (c) Monitoring of Regulatory Compliance (d) Employee Involvement (e) Operational Controls and Records Management (f) Audit and Evaluation (g) Performance Measurement (h) Management Review 	N/A
4.2	<p>Provide the Proponent's All Injury Frequency rate and Vehicle Incident Frequency Rate as defined in Sections 5.3 and 9.6 of the Canadian Electricity Association Safety Standard CEA A-2-2008 (located in the Data Room) as it relates to meter deployment for the period of 2007, 2008, and 2009.</p> <p>Provide the targets Proponent expects to achieve for these measures in BC Hydro's SMI project, and how this is addressed in Proponents Safety Plan. Describe why Proponent feels these targets for the project are achievable.</p>	3
5.0	Customer Experience Plan	
5.1	<p>Provide the preliminary Customer Experience Plan for the project which outlines the Proponent's strategy to drive best-in-class residential and business customer experience before, during, and post-deployment. This should include, but not be limited to:</p> <ul style="list-style-type: none"> (a) Proponents plan for customer interaction, management of customer issues, and optimization of the customer experience (b) Proposed metrics or service levels that would be used to measure the customer experience during meter 	15

Section No.	Title & Contents	Page Limit (single sided)
	<p>deployment, and how this metrics would be produced (e.g. a survey regarding customer satisfaction)</p> <p>(c) Processes for dealing with customer inquiries, complaints, and claims resolution</p> <p>(d) The type of quality assurance that is in place to ensure the Proponent's personnel are professional, courteous and knowledgeable</p> <p>(e) How Proponent will ensure consistency and relevancy of information and messaging across customer facing personnel (call centre agent, installers).</p> <p>Where possible provide examples from the Reference Projects where elements of the plan have been successfully implemented.</p>	
5.2	What is your past performance (e.g. rate per 1000 installs) of escalated customer complaints and claims received? What do you expect your performance will be for the BC Hydro project and explain why?	4
6.0	Call Centre Strategy and Plan	
6.1	<p>Describe the proposed call centre:</p> <p>(a) what role(s) it will play in the Proponents work</p> <p>(b) where it is located</p> <p>(c) is it operated by the Proponent or a third party</p> <p>(d) what data is made available to the call centre agents and where that data is stored</p> <p>(e) what is the proposed call transfer hand-off process between the BC Hydro and Proponent call centres</p> <p>(f) what is the strategy to be able to communicate with non English speaking BC Hydro customers</p>	N/A
6.2	Describe key performance metrics that will be tracked in the Proponent call centre.	3
6.3	Of the key performance metrics described above, provide prior performance levels achieved in the Reference Projects and the target Proponent expects to achieve in BC Hydro's SMI project. Describe why Proponent feels the target for the BCH project is achievable.	5
7.0	Privacy of Customer Data	
7.1	<p>Describe how the Proponent will ensure the privacy and security of the BC Hydro customer data:</p> <p>(a) while in transit;</p> <p>(b) while stored on any office based computing equipment;</p>	8

Section No.	Title & Contents	Page Limit (single sided)
	<p>(c) while stored on any field based computing equipment (e.g. deployment handheld tool) ; and (d) in the event of any theft or loss of field based computing equipment such as in-vehicle computers and mobile devices</p>	
7.2	<p>BC Hydro has certain statutory obligations, derived from (BC) Freedom of Information and Protection of Privacy Act (the FOIPPA Act), with respect to protecting personal privacy and the confidential business information of our customers. The Contractor will assume many of the same obligations directly, by statute and by contract. Describe the following:</p> <ul style="list-style-type: none"> (a) The Proponent's approach to the management and protection of personal information and confidential business information. (b) Willingness to sign a contract containing the Privacy Protection Schedule (the PPS) attached to this RFP. (c) The impact, if any, on the Proponent's ability to comply with FOIPPA and the PPS, of the following: <ul style="list-style-type: none"> i. Proponent's jurisdiction ii. Current corporate affiliations iii. Current corporate reporting structure iv. Existing service provider agreements v. General IT, or IT security, adjustments vi. Data transmission and data storage facilities and capabilities 	5
8.0	Environmental and Social Responsibility – Environmental Impact and First Nations Experience	
8.1	<p>Describe the ways in which the Proponent will minimize the environmental footprint of performing this work with particular attention to the following:</p> <ul style="list-style-type: none"> (a) Transportation and logistics: (b) Type and use of fleet vehicles. (c) Efficiencies related to logistics such as transportation route planning, load consolidation, efficient packaging design etc. (d) Programs related to driver practices to conserve fuel (e) Initiatives focused on reducing the GHG emissions related to business travel. 	5

Section No.	Title & Contents	Page Limit (single sided)
8.2	Describe how the proposed method for meter disposal will minimize environmental impacts.	2
8.3	Provide environmental certifications or accreditations received through formally recognized third party eco-labelling schemes (e.g. Energy Star, EcoLogo) related to any aspect of in-scope services.	N/A
8.4	<p>Describe the work experience the Proponent has, if any, with working with First Nation groups and on First Nation lands within British Columbia.</p> <p>Describe the proponent's strategy to ensure they are able to meet the minimum of 5% Contractor's warehouse/cross-dock personnel and meter installers (on average over the duration of the project) are First Nation band members.</p>	5
9.0	Training Plan	
9.1	<p>Provide the proposed Training Plan for the project which includes, but is not limited to:</p> <ul style="list-style-type: none"> (a) A description of the proposed employee training programs for the different job classifications (installers, warehouse staff, etc.) (b) The amount of class room and on-the-job training, and readiness assessment provided (c) The frequency of any audits or refresher courses provided (d) A description of how the training for installers complies with information provided in the WorkSafeBC G19.1-2 Electrical Qualifications document (located in the Data Room) in terms of safety. 	10
10.0	Graphical Deployment Display	
10.1	Describe Proponents capability, if any, to provide BC Hydro with the graphical display of deployment information as described in the scope of work and further detailed in the Owner Requirement document. If available, describe whether this is something the Proponent has utilized before (and indicate if it has been used with any Reference Project) and how it would work with BC Hydro.	5

Table 6: Package Three: Technical Submittal Package – Proponent Team

Section No.	Title & Contents	Page Limit
11.0	People	
11.1	<p>Describe the proposed project team structure, including a detailed organization chart and a description of responsibilities for each team member involved in delivering the work.</p> <p>Clearly indicate which individuals are designated Key Personnel (as defined in the Contract). BC Hydro expects that in addition to those roles already outlined in the Contract (Account Manager and Contract Manager) the following functions, at a minimum, will also be addressed (by one or more individuals, with varying job titles) and designated as Key Personnel:</p> <ul style="list-style-type: none"> (a) Project Management of Proponents work (b) Management / oversight of Proponents major warehouse / cross dock(s) operations (c) Management / oversight of Proponents installers <p>BC Hydro requires that the Key Personnel have experience in similar roles for meter deployment projects or an explanation as to why the individual can perform the role if they do not have prior experience.</p> <p>For those personnel identified as Key Personnel and any other individuals that are important to the delivery of the Project but not designated Key Personnel:</p> <ul style="list-style-type: none"> (a) Please provide respective resumes, designated fields of responsibility, extent of intended involvement in and/or dedication to the Project, availability over the Project term and at least two client references for each (including the name, title, telephone number and e mail address of the contact person within the client's organization). (b) Indicate the location of offices from which the Key Personnel will originate. If a team member is not a local resource, a description of the arrangements made to minimize disruption due to travel considerations must be provided (c) Indicate the steps planned to support staffing retention for Key Personnel over the term of the Project. 	N/A

11.2	Describe the Proponent's strategy for hiring, retaining and mobilizing installers for deployment in different Regions.	5
11.3	Describe Proponent's proposed installer compensation strategy to ensure a balance between productivity, quality, and safety. Discuss whether this strategy will drive the installer to complete the exchange on the initial attempt.	2

Technical Supplement (If Invitation is Issued)

Without limiting the terms of this RFP, this Section summarizes the information and documentation that Proponents are to submit in the Technical Supplements.

If the Proponent receives an invitation to submit a Technical Supplement in accordance with Section 4.4.2 this RFP, the Proponent may amend its Technical Submittal in the manner that the Proponent considers necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 4.4.2 of this RFP.

The Proponent will set out in the Technical Supplement, either the confirmation in form and content described in the Technical Supplement Table set out in this Section of this Appendix C, or the information and documentation applicable to each amendment, if any, to the Proponent's Technical Submittal, in accordance with such Technical Supplement Table.

If the Technical Supplement contains amendments to the Technical Submittal, the Technical Supplement should demonstrate that the Technical Submittal if modified in accordance with each amendment described in the Technical Supplement, separately, and with all such amendments, collectively, would substantially satisfy the requirements of this RFP, including the requirements set out in this Appendix C, and the Final Draft Contract, in a manner equal to or better than did the Technical Submittal before incorporating the Technical Supplement amendments, and would demonstrate to the satisfaction of BC Hydro that the Proponent continues to have a good understanding of the Project and of the scope of work and continues to be capable of performing the obligations and responsibilities of the Contractor and delivering the Project in accordance with the contract.

Without limiting any other term of this RFP, the Proponent's eligibility to continue in the Competitive Selection Process, including to continue to have its Proposal reviewed, evaluated or ranked is conditioned on the Technical Supplement containing only amendments, restructuring, supplements or impacts, as applicable, described in Section 4.4.2 of this RFP, and as not having any further effects.

Without limiting any other term of this RFP, including Section 11.6, BC Hydro may in its discretion reject any amendments in the Technical Supplement that BC Hydro determines in its discretion are not necessary to reflect the amendments, restructuring, supplements or impacts, as applicable, described in Section 4.4.2 of this RFP; have any effect beyond reflecting such amendments, restructuring, supplements or impacts or does not demonstrate to the satisfaction of BC Hydro the matters described in this Section of this Appendix C. BC Hydro's decision in this regard will be final and BC Hydro need not consult with the Proponent in making its decision.

BC Hydro will notify each Proponent in writing as to whether its Technical Supplement is rejected in its entirety or in part, and if in part, which of the amendments set out in the Technical Supplement are rejected. If all amendments set out in the Technical Supplement are rejected then that Proponent's Technical Submittal will be deemed and considered for all purposes of this RFP and the Competitive Selection Process to be unamended in any way whatsoever by anything set out in the Technical Supplement. If none or one or more, but not all of the amendments set out in the Technical Supplement are rejected, then that Proponent's Technical Submittal will be deemed and considered for all purposes of this RFP and the Competitive Selection Process to be amended only by and to the extent expressly set out in the Technical Supplement amendments that are not rejected.

TECHNICAL SUPPLEMENT SUBMITTAL

The Technical Supplement is to contain either,

- Clear, unconditional and unqualified confirmation on behalf of the Proponent and each Proponent Team Member that the Proponent has reviewed and considered the amendments, restructuring or supplements or the impacts, as applicable, described in Section 4.4.2 of this RFP, and that it considers and has conclusively determined that no amendments to the Technical Submittal submitted by the Proponent are necessary; or
- A table identifying each amendment by reference to the package number, the section number and corresponding title, and a summary description of the amendment, including, as applicable, identification of the part or parts of the Technical Submittal to be deleted as part of the amendment; and
- Information and documents in respect of each amendment to the Technical Submittal;
 - arranged in accordance with the sequencing and using the package number, the section number and corresponding title applicable to the section of the Technical Submittal to be amended; and
 - clearly and comprehensively setting out the amendment to the Technical Submittal.

COMMERCIAL SUBMITTAL	
<p>Without limiting the requirements set out below and in the following table, the Proponent is to include:</p> <ul style="list-style-type: none"> • Confirmation of any scope ladder items removed in respect of which the Commercial Package is made; • Written confirmation that their Proposal is within the Affordability Ceiling using the form found in Appendix L; and • Completed <i>Pricing Templates</i>; 	

Table 7: Package Four: Commercial Package

Section No.	Title & Contents
11	Commercial Submittal
11.1	<p>Scope Ladder</p> <p>BC Hydro will need to understand the extent to which scope ladder extension, if any, will impact the Proposal and the Project. Where you have altered base scope to achieve the Affordability Ceiling, describe the impacts to the overall scope of components and services, specifically;</p> <ul style="list-style-type: none"> (a) The capital cost savings as a result of using each scope ladder item; and (b) For the adjusted completion date, provide an updated deployment plan;
11.2	<p>Proposal Price</p> <p>BC Hydro has included <i>Pricing Templates</i> and a set of standard pricing structures to facilitate the assessment of Proposals. Proponents are requested to complete the <i>Pricing Templates</i> included in the Data Room. Please refer to the Data Room for detailed instructions on how to submit <i>Pricing Templates</i>.</p>

APPENDIX D – REQUEST FOR INFORMATION

BC Hydro – Meter Deployment RFP

Raised by:

Individual's Name: _____

Proponent Name: _____

Date Submitted: _____

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

Commercial in confidence:

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

Yes

No

APPENDIX E – PROPOSAL DECLARATION FORM

- 1. This Proposal Declaration must be executed by the Proponent.**
- 2. By executing this Proposal Declaration, the Proponent agrees to the provisions of the RFP and this Proposal Declaration.**
- 3. Capitalized terms in this Proposal Declaration are defined in Section 12 of the RFP.**

[RFP Proponent's Letterhead]

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

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

1. Proposal

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

6. Acknowledgements with Respect to the RFP

- a. The Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP "Table of Contents", and any and all Addenda;

- b. The Proponent agrees to be bound by the entire RFP including all of the terms and conditions, including without limitation Section 11.12, all documents listed in the RFP "Table of Contents", and any and all Addenda;
- c. The Proponent's representative identified below is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
- d. The Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form; and
- e. The Proponent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFP and any and all conditions that may in any way affect its Proposal.

7. Evaluation of Proposals

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

8. Consent of Proponent Team

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

9. The Proponent Team consists of:

Name	Address	Key Individual

PROPONENT

PROPONENT'S REPRESENTATIVE

Name of Firm

Name

Address

Email Address

Name of Authorized Signatory

Telephone

Signature

APPENDIX F – RELATIONSHIP DISCLOSURE FORM

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

Re: Request for Proposals entitled “Meter Deployment Services”

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

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

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

Name of Restricted Party / Person	Details of the nature of the Proponent’s or Proponent Member’s or Key Individual’s relationship with the listed Restricted Party (e.g. Proponent/Key Individual was an adviser to the Restricted Party from 2005 to 2006)

(Add additional pages as may be required)

NAME OF PROPONENT:

Name of Firm – Proponent/Key Individual:

Address:

Email Address:

Telephone:

Name of Authorized Signatory for Proponent/Key
Individual:

Signature:

APPENDIX G – PERSONAL INFORMATION CONSENT FORM

[Note to Proponent: If you are planning to submit to BC Hydro, as part of your Proposal, a resume, work history, summary of qualifications or other "personal information", with respect to any individual, please ensure that each individual whose "personal information" you provide completes the form of consent set out on this page.]

RFP Reference

Title: BC Hydro Meter Deployment Services RFP ***

With the provision of my signature at the foot of this statement I, _____,

(Print Name)

consent to the indirect collection from _____

(the "Proponent"),

(Print Name of Proponent)

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

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

_____) _____
Signature) Date

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

APPENDIX H – PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between British Columbia Hydro and Power Authority ("BC Hydro") and _____ (the "Contractor") dated _____ (the "Agreement"). This Schedule shall apply to the extent that the Contractor has access, whether direct, indirect or incidental, or opportunity to access, any "personal information" as that term is defined below, and the confidentiality provisions in the Agreement, if any, shall not apply in respect of any such personal information.

Definitions

1. In this Schedule,
 - (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (b) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (c) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected, created or otherwise acquired by Contractor as a result of the Agreement or any previous agreement between BC Hydro and Contractor dealing with the same subject matter as the Agreement.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable BC Hydro to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, Contractor is aware of and complies with its statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or BC Hydro otherwise directs in writing, Contractor may only collect or create personal information that is necessary for the performance of Contractor's obligations, or the exercise of Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or BC Hydro, the individual whose personal information is at issue, or that individual's lawful representative otherwise directs in writing, Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or BC Hydro otherwise directs in writing, Contractor must tell an individual from whom Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by BC Hydro to answer questions about Contractor's collection of personal information.

Accuracy of personal information

6. Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by Contractor or BC Hydro to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If Contractor receives a request for access to personal information from a person other than BC Hydro, the individual whose personal information has been requested, or that individual's lawful representative, Contractor must promptly advise the person to make the request to BC Hydro unless the Agreement expressly requires Contractor to provide such access and, if BC Hydro has advised Contractor of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 business days of receiving a written direction from BC Hydro to correct or annotate any personal information, Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under Section 8, BC Hydro must advise Contractor of the date the correction request to which the direction relates was received by BC Hydro in order that Contractor may comply with Section 10.
10. Within 5 business days of correcting or annotating any personal information under Section 8, Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to

BC Hydro Contractor disclosed the information being corrected or annotated.

11. If Contractor receives a request for correction of personal information from a person other than BC Hydro, the individual whose personal information has been requested, or that individual's lawful representative, Contractor must promptly advise the person to make the request to BC Hydro and, if BC Hydro has advised Contractor of the name or title and contact information of an official of BC Hydro to whom such requests are to be made, Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless BC Hydro otherwise directs in writing, Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, Contractor must retain personal information until directed by BC Hydro in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless BC Hydro otherwise directs in writing, Contractor may only use personal information if that use is:
 - (a) for the performance of Contractor's obligations, or the exercise of Contractor's rights, under the Agreement; and
 - (b) in accordance with Section 13.

Disclosure of personal information

16. Unless the Agreement otherwise specifies or BC Hydro, the individual whose personal information is at issue, or that individual's lawful representative otherwise directs in writing, Contractor must not disclose personal information inside or outside Canada to any person other than BC Hydro, the individual whose personal information is at issue, or that individual's lawful representative, or an entity that can legitimately compel disclosure under the laws of British Columbia. BC Hydro will not unreasonably withhold such direction.
17. Not Used

Inspection of personal information

18. In addition to any other rights of inspection BC Hydro may have under the Agreement or under statute, BC Hydro may, at any reasonable time and on reasonable notice to Contractor, enter on Contractor's premises to inspect any personal information in the possession of Contractor or any of Contractor's information management policies or practices relevant to its management of personal information or its compliance with this Schedule and Contractor must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

19. Contractor must in relation to personal information comply with:
 - (a) the requirements of the Act applicable to Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by BC Hydro under this Schedule.

20. Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

21. If for any reason Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, Contractor must immediately notify BC Hydro of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

22. In addition to any other rights of termination which BC Hydro may have under the Agreement or otherwise at law, BC Hydro may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by Contractor, terminate the Agreement by giving written notice of such termination to Contractor, upon any failure of Contractor to comply with this Schedule in a material respect.

Interpretation

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by Contractor to perform obligations under the Agreement and Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by BC Hydro under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

APPENDIX I – DATA ROOM DOCUMENTS

The following is a list of Data Room information. The list is not exhaustive and is intended for reference purposes. Proponents are solely responsible for ensuring they check the Data Room frequently for updates and to ensure the information used by the Proponents is the most current, updated information.

Item	1.0 Security & Privacy
1	Confidential and sensitive data security standards.pdf
2	CPS Privacy.pdf
3	FOIPPA Procedure.pdf
4	Guidelines for Preventing Accidental Information Disclosure .pdf
5	Handling Of Confidential Information Procedure.pdf
6	Missing lost or stolen ITasset or data notification process.pdf
7	Network Attachment Policy.pdf
8	Privacy Impact Assessment Policy.pdf
9	Remote Access Policy 2007.pdf
10	Remote Access Standards 2006.pdf
11	Third Party data Access Request Approval form Cover sheet.pdf
12	Third Party data Access Request Process.pdf

Item	2.0 Customer Experience
1	Customer Satisfaction Objective and Target Summary.doc

Item	3.0 Meter Volumes/Density and Maps
1	Customers per km2.pdf
2	Deployment RFP - Description for Meter Locations - 2010 07 23.pdf
3	Meter Count and Type by Region and Billing Area (v3).xls
4	Meter Deployment Map - Billing Areas v3.pdf
5	Meter Deployment Map - Regional Overlay 2 - v3.pdf
6	Meter Deployment Map- Regional Overlay 1 - v3.pdf
7	Meter Locations 1 of 2 - 2010 07 23.zip
8	Meter Locations 2 of 2 - 2010 07 23.zip

Item	4.0 Installation Standards and Requirements
1	BC Hydro Customer Account Translation to Meter Reading and Billing Schedules(2).pdf
2	Deployment Interface Descriptions V0.3.pdf
3	Detailed Insitu Test Report for 1 Phase Installation.doc
4	District Accreditation Standard July 2005.pdf
5	Electric Meter Installers Guide.pdf
6	ENERGIZING SECONDARY METERING INSTALLATIONS.pdf
7	G19.1-2 Electrical Qualifications.doc
8	Insitu Test Report For 120 240V Single Phase Installation.doc
9	Installation Verification.pdf
10	ISO+2859-1-1999.pdf
11	ISO+2859-2-1985.pdf
12	MR Schedule Jan 2010 to December 2010.pdf
13	MR Schedule Jan 2011 to December 2011.pdf

14	QAWI 6a - QA Inspection of Smart Meters Deployment Vendor.pdf
15	QAWI 6a.doc
16	Safety Standard CEA A-2-2008.pdf

Item	5.0 Initial Draft Contract
1	Initial Draft Contract

Item	6.0 Owner Requirements
1	Meter Deployment Owner Requirements

APPENDIX J – PARTICIPATION AGREEMENT

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

Month/ Day/2010

British Columbia Hydro and Power Authority

9100 Glenlyon Parkway,

Burnaby V5J 5J8

jeremy.stevenson@bchydro.com

Attention: Jeremy Stevenson, Contact Person

Dear Sir:

Re: **Meter Deployment Services – Participation Agreement in respect of the Request for Proposals issued by BC Hydro ("BC Hydro") on July 30th, 2010, as amended or otherwise clarified from time to time, including by all Addenda (the RFP)**

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

- 1. Defined Terms.** Capitalized terms not otherwise defined in this Participation Agreement have the meanings given to them in the RFP.
- 2. Participation.** The Proponent agrees that as a condition of participating in the RFP, including the Competitive Selection Process, Topic Meetings, Interactive Sessions and access to the Data Room, the Proponent will comply with the terms of this Participation Agreement and the terms of the RFP.
- 3. Confidentiality.** The Proponent will comply with, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with, the Confidentiality Conditions attached as Schedule 1 to this Participation Agreement, all of which conditions are expressly included as part of this Participation Agreement.
- 4. Terms of RFP.** The Proponent will comply with and be bound by, and will ensure that all of the Proponent Team members and others associated with the Proponent also comply with and are bound by, the provisions of the RFP all of which are incorporated into this Participation Agreement by reference. Without limiting the foregoing the Proponent agrees:

- (a) that the terms of this Participation Agreement do not limit the Proponent's obligations and requirements under the RFP , or any other document or requirement of BC Hydro; and
- (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and any indemnities contained in the RFP, including Section 11.12 (Limitation of Damages) of the RFP;
- (c) that BC Hydro's and the Proponent's obligations in respect of the Preferred Proponent Security Deposit are as set out in Section 9.2, 9.3 and 9.4 of the RFP.

5. Amendments. The Proponent acknowledges and agrees that:

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

6. General.

(a) Capacity to Enter Agreement. The Proponent hereby represents and warrants that:

- (i) it has the requisite power, authority and capacity to execute and deliver this Participation Agreement;
- (ii) this Participation Agreement has been duly and validly executed by it, or on its behalf by the Proponent's duly authorized representatives; and
- (iii) this Participation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

(b) Survival following cancellation of the RFP. Notwithstanding anything else in this Participation Agreement, if BC Hydro, for any reason, cancels the Competitive Selection Process or the RFP, the Proponent agrees that it continues to be bound by, and will continue to comply with, Section 3 of this Participation Agreement.

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

(d) Enurement. This Participation Agreement enures to the benefit of BC Hydro and binds the Proponent and its successors.

(e) Applicable Law. This Participation Agreement is deemed to be made pursuant to the laws of the Province of British Columbia and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws.

(f) Headings. The use of headings are for convenience only and are not to be used in the interpretation of this Participation Agreement.

(g) Gender and Number. In this Participation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa.

(h) Including. The word including when used in this Participation Agreement is not to be read as limiting.

Yours truly,

(Name of Proponent)

Authorized Signatory

SCHEDULE 1 CONFIDENTIALITY CONDITIONS

1. Definitions.

In these confidentiality conditions:

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

2. Confidentiality.

The Receiving Party will keep all Confidential Information strictly confidential and will not without the prior written consent of BC Hydro, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its

Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Receiving Party will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to act in accordance with the terms contained herein.

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

3. Waiver.

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

APPENDIX K – PROPONENT COMMENTS FORM

**BC HYDRO
IINITIAL DRAFT CONTRACT**

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change

APPENDIX L – AFFORDABILITY CONFIRMATION

Month/ Day/2010

British Columbia Hydro and Power Authority

9100 Glenlyon Parkway,

Burnaby V5J 5J8

jeremy.stevenson@bchydro.com

Attention: Jeremy Stevenson, Contact Person

Dear Sir:

Re: **Affordability Ceiling Confirmation**

This letter accompanies the submission of ▼ [insert name of Proponent] Commercial Submittal and indicates that the Commercial Submittal [meets / does not meet] the Affordability Ceiling for the Scope Level ▼ [insert Scope Level].

Yours truly,

(Name of Proponent)

Authorized Signatory

APPENDIX M – PREFERRED PROPONENT SECURITY DEPOSIT

[Note: The Preferred Proponent Security Deposit should be a Letter of Credit substantially in the following form, issued by a Canadian chartered bank acceptable to the Authority in its discretion and be callable at the bank's counters in Vancouver, British Columbia.]

TO: British Columbia Hydro and Power Authority

9100 Glenlyon Parkway,

Burnaby V5J 5J8

<>

(the **Beneficiary**)

RE: PREFERRED PROPONENT SECURITY DEPOSIT

IRREVOCABLE LETTER OF CREDIT NO: _____

Dear Sirs:

At the request of our client, _____ (the **Customer**), we hereby issue in your favour our irrevocable letter of credit No. _____ (**Letter of Credit**) for a sum not exceeding in the aggregate Five Hundred Thousand Canadian Dollars (CDN \$500,000) effective immediately.

This bank shall immediately pay to you under this Letter of Credit any amount or amounts claimed, not exceeding in the aggregate the sum of CDN \$500,000 upon your written demand(s) for payment being made upon us at our counter during normal business hours, <> **[Note: insert address of Bank in Vancouver, British Columbia]**, Canada referencing this irrevocable Letter of Credit No.

_____ dated _____.

Partial drawings are permitted.

This Letter of Credit is issued subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision, ICC Publication No. 600.

Drawings up to the full amount of the Letter of Credit may be made where the drawing is accompanied by a certificate executed by an authorized signatory of the Beneficiary stating that:

- (a) the person signing the certificate is an authorized signatory of the Beneficiary; and

(b) the Beneficiary is entitled to draw upon this Letter of Credit.

Any drawings made under this Letter of Credit must be accompanied by the original or certified copy of this Letter of Credit, together with an original certificate complying with the conditions set out above.

We shall honour your written demand(s) for payment on presentation without enquiring whether you have a legitimate claim between yourself and our said Customer.

All banking charges are for the account of the Customer.

This Letter of Credit shall remain in full force and effect and, unless renewed, will expire at the close of business on _____ [insert 180 days after the Financial Submittal Closing Time]

Notice of non-renewal will be provided to the Beneficiary in writing by registered mail by not later than 30 days before the expiry date.

Authorized Signatory

Authorized Signatory

Name of Individual	Company

Name of Individual	Company	Added / Removed