

## Request for Applications

### BC Hydro 2026 Call for Demand for Emerging Industries

**Issue Date: February 1<sup>st</sup>, 2026**

#### Summary of Key Information

<b>TITLE</b>	The title of this Call For Demand for Emerging Industries (“ <b>CFD</b> ”) is: <b>CFD for Emerging Industries</b> Please use this title on all correspondence.
<b>CONTACT PERSON</b>	The Contact Person for this CFD is the “CFD Administrator” at the CFD Administrator email: <a href="mailto:emerging.industries@bchydro.com">emerging.industries@bchydro.com</a>
<b>ENQUIRIES</b>	Please direct all enquiries by email to the above-named Contact Person. <b>No telephone or fax enquiries please.</b> Applicants are encouraged to submit enquiries at an early date and prior to 3:00:00 p.m. Pacific Time on the day that is five Business Days before the Initial Application Submission Deadline to permit consideration by BC Hydro. BC Hydro may, in its discretion, decide not to respond to any enquiry.
<b>INITIAL APPLICATION SUBMISSION DEADLINE</b>	The Initial Application Submission Deadline is: 11:00:00 a.m. Pacific Time on March 9 <sup>th</sup> , 2026 Late Initial Applications will not be considered.
<b>SUPPLEMENTAL APPLICATION SUBMISSION DEADLINE</b>	The Supplemental Application Submission Deadline is: 11:00:00 a.m. Pacific Time on August 25 <sup>th</sup> , 2026 Late Supplemental Applications will not be considered.
<b>APPLICATION SUBMISSION LOCATION</b>	Initial Applications and Supplemental Applications must be submitted to the following email: <a href="mailto:emerging.industries@bchydro.com">emerging.industries@bchydro.com</a>
<b>PHYSICAL DELIVERY ADDRESS FOR LETTER OF CREDIT ONLY – See Section 12</b>	Please ensure all Letter of Credit physical deliveries are to:  <b>CFD Administrator – BC Hydro 2026 Emerging Industries</b> <b>333 Dunsmuir Street, Main Floor Lobby Vancouver, BC V6B 5R3</b> <b>Attn: BC Hydro, Treasury Department</b>  <b>Note:</b> Physical delivery is available at the Physical Delivery Address only Monday through Friday from 8 am to 4 pm Pacific Time. All deliveries outside of these hours will not be accepted.

**REQUEST FOR APPLICATIONS**  
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## **REQUEST FOR APPLICATIONS**

### **1. INTRODUCTION**

#### **1.1 Invitation**

British Columbia Hydro and Power Authority (“**BC Hydro**”) invites Applications to the following: **2026 Call for Demand for Emerging Industries – Request for Applications**.

BC Hydro is experiencing unprecedented growth in interconnection requests from large industrial customers, including in respect of both new customer facilities and requests for incremental capacity at existing customer facilities that are interconnected to the BC Hydro System.

As part of the Provincial government’s new policy to pace the growth of certain emerging industries, BC Hydro is seeking Applications from eligible Applicants to allocate over the Reference Period up to the following MW in electricity supply from BC Hydro among Applicants looking to electrify their operations in B.C., including new facilities, incremental capacity at existing facilities and any change in end use of electricity supply at existing facilities:

- 100 MW of electrical capacity for Projects that constitute a Storage Data Centre (the “**Storage MW Allocation**”); and
- 300 MW of electrical capacity plus unused capacity under the Storage MW Allocation, if any, for Projects that constitute an AI Data Centre (the “**AI MW Allocation**”)

Notwithstanding any other provision of this CFD to the contrary, BC Hydro reserves the express right, at any time (including without limitation before or after the Supplemental Application Submission Deadline), to reduce either or both of the Storage MW Allocation and AI MW Allocation made available under this CFD process having regard to BC Hydro System limitations, constraints, requirements or other relevant factors as determined by BC Hydro, in its sole discretion.

Selected Applicants under this CFD will have their Projects (i) eligible to be placed in the queue for interconnection to the BC Hydro System for electricity service, or (ii) to maintain their position in the interconnection queue if the Project was already in the interconnection queue as of the Reference Date, in each case subject to, and in accordance with, BC Hydro’s business practices for load interconnection queue management, as applicable.

See Section 15 below for further details regarding BC Hydro’s anticipated next steps for Selected Applicants. For clarity, unsuccessful Applicants under this CFD process will not be eligible to enter the interconnection queue to enable interconnection to the BC Hydro System, or will be removed from the interconnection queue, if applicable.

**See Section 9 below regarding eligibility requirements for participation in this CFD.**

**See Section 3 for key submission dates that impact ability to, or to continue to, participate in the CFD.**

## 1.2 Background and Purpose

BC Hydro is one of the largest electric utilities in Canada. We generate and provide electricity to 95 percent of B.C.'s population and serve over four million people. The system includes 35 hydroelectric facilities, 300 substations and over 79,000 kilometres of transmission and distribution lines. The electricity generated and transmitted to our customers throughout the Province has consistently powered B.C.'s economy and quality of life. It is our mission to provide our customers with reliable, affordable and clean electricity throughout British Columbia, safely.

More information on BC Hydro can be found at: [www.bchydro.com](http://www.bchydro.com).

With B.C.'s rapid growth, major industrial projects are emerging across the Province of B.C., which will unlock significant economic development and employment opportunities. Their success hinges on access to reliable, clean electricity. B.C. is experiencing an increase in both the number and size of interconnection requests, including incremental additional capacity requests, from large industrial customers that may present significant economic opportunity and lower the greenhouse gas footprint of existing industry. Emerging industries, such as Storage Data Centres and AI Data Centres are contributing significantly to the growth in electricity demand requested from BC Hydro.

To manage this growth responsibly and balance critical energy needs throughout B.C., the Province recently passed into law the *Energy Statutes Amendment Act, 2025* (British Columbia) (the “**Act**”), and promulgated a regulation thereunder entitled the *Data Centre Facility and Hydrogen Production Facility Power Supply Regulation* (the “**Regulations**” together with the Act, the “**New Energy Legislation**”).

In furtherance of the New Energy Legislation, BC Hydro is mandated to take a strategic and balanced approach in allocating electricity that supports growth in respect of Storage Data Centres and AI Data Centres in B.C., while ensuring BC Hydro maintains affordability and reliability of electricity for all its residential, commercial and industrial customers.

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

- protecting rate stability for existing BC Hydro customers;
- prioritizing projects that generate economic growth and well-paying jobs in B.C.; and
- aligning industrial expansion with B.C.'s climate and development objectives.

The purpose of this CFD is to implement the competitive process for electrical service for eligible Storage Data Centres and AI Data Centres, as contemplated in the New Energy Legislation, including incremental capacity requested at existing facilities and any change in end use of electricity supply at existing facilities.

This CFD is subject to the New Energy Legislation and to the extent of any conflict, the New Energy Legislation governs.

This CFD applies to and governs the preparation of the Applications in response to this CFD process.

### **1.3 Definitions and Interpretation**

Certain capitalized words and phrases used in this CFD are defined in Part 1 of Schedule 1. This CFD shall be interpreted and construed in accordance with the provisions of Part 2 of Schedule 1.

## **2. CFD CONTENTS**

This CFD includes the following Schedules:

- Schedule 1 Definitions and Interpretation
- Schedule 2 CFD Schedule
- Schedule 3 Evaluation Process and Criteria
- Schedule 4 Form of Project Information Application
- Schedule 5 Applicant Declaration Form
- Schedule 6 Relationship Disclosure Statement Form
- Schedule 7 Form of Supplemental Application
- Schedule 8 Form of Letter of Credit

BC Hydro may amend this CFD, including the Schedules, from time to time by the issue of Addenda.

## **3. CFD SCHEDULE**

BC Hydro intends to conduct this CFD process according to the CFD Schedule set out in Schedule 2 hereof. The CFD Schedule may be changed by Addenda.

Applicants should carefully review all dates in the CFD Schedule and in doing so specifically note **three key dates** that must be met to ensure an Applicant's participation or ongoing participation in this CFD. **Failure to meet the following dates will result in ineligibility to participate in this CFD:**

- **All Applicants**: Submission of the Initial Application – March 9<sup>th</sup>, 2026 at or before 11:00:00 a.m. Pacific Time.
- **Shortlisted Applicants**: Submission of the Feasibility Study Request Form and applicable non-refundable fee specified at Section 10 – May 4<sup>th</sup>, 2026 at or before 11:00:00 a.m. Pacific Time.

- **Shortlisted Applicants:** Submission of the Supplemental Application – August 25<sup>th</sup>, 2026 at or before 11:00:00 a.m. Pacific Time.

#### 4. CFD WEBSITE

BC Hydro has established a website at [www.bchydro.com/emergingindustries](http://www.bchydro.com/emergingindustries) that serves as the primary means of communication between BC Hydro and potential Applicants, including access to documents, forms and Q&As.

For further information, please visit the [www.bchydro.com/emergingindustries](http://www.bchydro.com/emergingindustries) (the “**CFD Website**”).

Applicants are solely responsible for visiting, and strongly encouraged to visit, the CFD Website often to obtain the most up to date information regarding this CFD.

#### 5. COMMUNICATIONS

All communications with BC Hydro regarding this CFD should be directed to the Contact Person at [emerging.industries@bchydro.com](mailto:emerging.industries@bchydro.com)

Applicants should not directly contact BC Hydro’s directors, officers, employees or advisors concerning matters related in any way to this CFD, other than the Contact Person. **Communications from Applicants should originate from a single contact person.**

Information obtained from any source other than the Contact Person will not form part of this CFD and should not be used or relied on by the Applicant for the purpose of preparing the Application.

#### 6. ADDENDA

BC Hydro may, in its discretion, amend and/or supplement this CFD, including the Schedules to this CFD, at any time by issuing Addenda via the CFD Website. Written Addenda are the only means of amending or clarifying this CFD, and no other form of communication whether written or oral, including written responses to Enquiries in accordance with Section 7, will be included in or in any way amend this CFD. Only the Contact Person is authorized to amend or clarify this CFD by issuing an Addendum. No other employee or agent of BC Hydro is authorized to amend or clarify this CFD. It is the responsibility of each Applicant to ensure that it has received all issued Addenda.

#### 7. Q&As

All questions or enquiries regarding any aspect of this CFD (“**Enquiries**”) must be directed, by email, to the Contact Person. BC Hydro assumes no responsibility to respond to Enquiries directed to any other representative of BC Hydro, or delivered in any other manner.

BC Hydro encourages Applicants to submit Enquiries at an early date and prior to 3:00:00 p.m. Pacific Time on the day that is at least five Business Days before the Initial Application Submission Deadline.

The following will apply to any Enquiry received by the Contact Person by email:

- (a) BC Hydro reserves the right in its discretion not to provide a response to any Enquiry;
- (b) subject to subparagraphs (c), (d) and (e) any reply from the Contact Person to an Enquiry will be posted to the CFD Website as either:
  - (i) a question and answer as part of a question and answer series for this CFD (“Q&As”); or
  - (ii) an Addendum;
- (c) an Applicant may request that an Enquiry and the response be kept confidential if the Applicant considers the Enquiry is commercially confidential to it; and if BC Hydro determines that an Enquiry or the response or both should be distributed to all Applicants via the CFD Website, then subject to subparagraphs (d) and (e) below, BC Hydro will permit the enquirer to withdraw the Enquiry rather than receive a response;
- (d) BC Hydro may decide to keep either or both the Enquiry and the BC Hydro response to the Enquiry confidential if in the discretionary judgment of BC Hydro it is appropriate to do so for the purposes of maintaining the fairness, competitiveness or integrity of the CFD process;
- (e) BC Hydro reserves the right to issue written notifications to the Applicants via the CFD Website in respect of matters which BC Hydro has identified and determined in its discretion to be relevant and instructive to the Applicants, including in respect of matters that may be raised through a confidential Enquiry. However, in the case of a confidential Enquiry, BC Hydro will not disclose the identity of the Applicant who submitted the Enquiry and will endeavor to limit the disclosure to those aspects of the Enquiry that BC Hydro considers to be relevant and instructive to all Applicants and the CFD process;
- (f) all Enquiries, or delivery of documents by email 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.

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

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

## **8. INFORMATION SESSIONS AND REFERENCE INFORMATION**

BC Hydro may, at its election, hold information sessions for Applicants participating in this CFD process to provide more details about this CFD ahead of the Initial Application Submission Deadline. If BC Hydro decides to hold an information session, then the Contact Person will notify the Applicants via the CFD Website with details regarding such

meeting. Participation in a meeting will be at the discretion of the Applicant but is strongly encouraged to ensure the Applicant has all information necessary to enable informed participation in this CFD.

**An initial information session has been already identified in the CFD Schedule.**

BC Hydro may also provide additional reference information on the CFD Website. Any information made available to the Applicant through information sessions, on the CFD Website, or otherwise shared prior to the submission of the Application is provided for information only and should not be used or relied upon for the purpose of preparing the Application. Such information is made available to assist the Applicant, but the Applicant must make its own judgment about its reliability, accuracy, completeness and relevance to its Application and this CFD process. BC Hydro does not make any representations or guarantees in respect of such information.

## **9. ELIGIBILITY TO PARTICIPATE**

### **9.1 Eligible Parties**

Any interested party (each, an “**Applicant**”) may submit an Application to this CFD.

### **9.2 Eligible Projects**

BC Hydro will only consider Projects that meet the Eligibility Requirements presented in Table 1 below:

**Table 1: Eligibility Requirements for Projects Participating in the CFD**

<b>Characteristic</b>	<b>Requirements for Eligibility</b>
Size of Request	Project request for electrical service of 10MW of capacity or greater, but not more than 145MW of capacity.
Location	Project must be located in British Columbia within the BC Hydro service area that is identified on the map found here: <a href="#">BC Hydro Service Area Map</a>
Type of Request	The Project must be a new facility that is not yet interconnected to the BC Hydro System <b>OR</b> the Project must be for incremental capacity at an existing facility connected to the BC Hydro System or for any change in end use of electricity supply at an existing facility connected to the BC Hydro System.
Facility Type	The Project must be for the use of electricity in or for a Storage Data Centre or an AI Data Centre.
Interconnection	Project is or will be directly or indirectly interconnected to the BC Hydro System, either via the distribution system or transmission system
Interconnection Queue	Project:

	<ul style="list-style-type: none"><li>• is in BC Hydro's transmission interconnection queue, but has not yet signed a facilities study agreement with BC Hydro as of the <b>Reference Date</b>.</li><li>• is in BC Hydro's distribution interconnection queue, but has not yet paid a design deposit to BC Hydro as of the <b>Reference Date</b>; <b>OR</b></li><li>• is not yet in BC Hydro's interconnection queue as of the <b>Reference Date</b>.</li></ul>
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### 9.3 Failure to Meet Eligibility Requirements

Applicants that fail to provide evidence satisfactory to BC Hydro of meeting each Eligibility Requirement in respect of their Project will be disqualified from participation in this CFD. Please see Section 12 for Application content requirements.

## 10. INTERCONNECTION MATTERS

### 10.1 Feasibility Study Request Form

Applicants should be aware that if their Initial Application is shortlisted after Stage 1 of the evaluation process as per Schedule 3 below, such Shortlisted Applicant must submit to BC Hydro a feasibility study form (the “**Feasibility Study Request Form**”) on or before 11:00:00 a.m. Pacific Time on the applicable date shown in the CFD Schedule.

BC Hydro will acknowledge receipt of such Feasibility Study Request Form within **five (5) Business Days** and advise the Shortlisted Applicant to the extent that the Feasibility Study Request Form is deficient. The Shortlisted Applicant will then have **ten (10) Business Days** after receipt of such notice to rectify such deficiencies. If the Shortlisted Applicant rectifies all such deficiencies within such timeframe, the Feasibility Study Request Form will be determined to be valid. Failure to rectify all such deficiencies within the allowable time will deem the Feasibility Study Request Form to be withdrawn.

Only Shortlisted Applicants that have a valid Feasibility Study Request Form for a particular Project on or before the Feasibility Study Request Form submission deadline in the CFD Schedule and pay the requisite non-refundable fee on or before the date specified in the CFD Schedule will be eligible to continue to participate in this CFD. It is advisable to submit a Feasibility Study Request Form early.

The address for electronic submission of a Feasibility Study Request Form is: [emerging.industries@bchydro.com](mailto:emerging.industries@bchydro.com)

### 10.2 Non-Refundable Fee

In connection with the submission of a Feasibility Study Request Form, Shortlisted Applicants will also be required to submit a non-refundable fee to BC Hydro in the amount of:

- \$75,000, in the case of Projects that are interconnected to the BC Hydro System via the transmission system; and

- \$10,000 **OR** \$75,000, in the case of Projects that are interconnected to the BC Hydro System via the distribution system provided that BC Hydro will advise applicable Applicants via email as to the exact amount payable (ie. \$10,000 **or** \$75,000) after BC Hydro has undertaken an initial review of the applicable Initial Application.

### **10.3 Feasibility Study Results**

BC Hydro will deliver the results of the completed interconnection feasibility studies to the Shortlisted Applicants on the same day on or before the date shown in the CFD Schedule.

All Projects of Applicants participating in the CFD will be studied without consideration of other Projects, using the same base case. Applicants should also be aware that the results of the feasibility studies that BC Hydro delivers to the Shortlisted Applicants under this CFD process are likely to reflect indicative costs only. If an Applicant is selected as a Selected Applicant, and chooses to advance in the interconnection queue process, BC Hydro is likely to undertake additional studies of the Project that may result in material changes to the aforementioned indicative costs (including potential increases to such costs).

## **11. SUBMISSION INSTRUCTIONS**

### **11.1 Initial Application**

Initial Applications must be delivered to, and received by email by, the Contact Person on or before the Initial Application Submission Deadline shown on the CFD Schedule and in the format described at Section 12.1(a).

BC Hydro will not consider nor accept late submitted Initial Applications.

See Section 12 for instructions concerning the format and content of an Initial Application.

### **11.2 Supplemental Applications**

Supplemental Applications must be delivered to, and received by email in PDF by, the Contact Person on or before the Supplemental Application Submission Deadline as shown on the CFD Schedule.

BC Hydro will not consider nor accept late submitted Supplemental Applications. See Section 12 for instructions concerning the format and content of the Supplemental Application.

### **11.3 Revisions of Applications**

Delivered Initial Applications submitted by an Applicant may be amended and replaced by the Applicant by giving written notice of same to the Contact Person via email up to, but not after, the Initial Application Submission Deadline.

Delivered Supplemental Applications submitted by an Applicant may be amended and replaced by the Applicant by giving written notice of same to the Contact Person via email up to, but not after, the Supplemental Application Submission Deadline.

Oral or faxed amendments will not be considered or accepted.

#### **11.4 Withdrawal of Applications**

Applications are revocable, and an Applicant may withdraw its Application by submitting written notice to the Contact Person via email at any time. An Application withdrawn after the Initial Application Submission Deadline cannot be resubmitted under this CFD. In accordance with Section 12.3, an Applicant that withdraws its Application after the Application Withdrawal Deadline will forfeit its Bid Security. Oral or faxed withdrawal notices will not be considered or accepted.

#### **11.5 Obligation to Inform of Material Changes**

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

For the purposes of this Section 11.5, a “**Material Change**” means: (a) any change in ownership, control or management of an Applicant; (b) any change to the legal structure of the Applicant, such as the merger or amalgamation with another person (including another Applicant) or the creation of a new joint venture or other legal entity; (c) any sale or other transfer to another person of all, or a material part, of the Applicant’s assets; (d) any material adverse development impacting: (i) the financial viability; or (ii) the capacity or capability to satisfy obligations contemplated in the Application or under this CFD process; (e) any communication received from a First Nation in respect of the Project or the Application; (f) any occurrence rendering any of the Applicant’s representations or disclosures under the Application inaccurate or incomplete; (g) any change that an Applicant, acting reasonably, should conclude by the intent and context of this Section 11.5, would necessitate disclosure to BC Hydro. BC Hydro will have the right to take any Material Change into account in determining whether to select an Applicant as a Selected Applicant under this CFD and may, in its discretion, reject the Applicant or permit the Applicant to continue on such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro’s commercial objectives and the competitiveness, fairness and integrity of this competitive process, or as otherwise required by BC Hydro.

Where BC Hydro becomes aware of a Material Change affecting the Applicant which has not been disclosed by the Applicant in accordance with this Section 11.5, BC Hydro may, in its discretion, reject the Application or request that the Applicant, including a Selected Applicant, notify BC Hydro of such Material Change in accordance with this Section 11.5 and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro’s commercial objectives and the competitiveness, fairness, and integrity of this competitive process, or as otherwise required by BC Hydro. For clarity, this Section 11.5 applies up to the date that Selected Applicants are notified of their status as Selected Applicants under this CFD.

## 11.6 Date and Time of Delivery

All Applications, amendments and withdrawal notices delivered by Applicants under this CFD will be date stamped by BC Hydro using the Contact Person's email date and time stamp, and the clock used by BC Hydro for that purpose will be deemed conclusively to be correct as to the date and time of receipt.

## 12. APPLICATION CONTENT & BID SECURITY

### 12.1 Initial Application

#### (a) Initial Application Content and Format Requirements

The following table provides the required content for a complete Initial Application under this CFD. **A separate Initial Application must be prepared for each Project, including Bid Security.**

**Table 2: Initial Application Content Requirements**

Item	Delivery and Format	Reference
Project Information Application Form	Provide all information listed in the Project information form. Attach any supporting documentation as exhibits. <b>This should be delivered in excel format.</b>	Schedule 4
Application Declaration Form	Sign the declaration form in the space provided. <b>This should be delivered in PDF format.</b>	Schedule 5
Relationship Disclosure Statement Form	Complete all required fields and provide all required exhibits as supporting documentation. <b>This should be delivered in PDF format.</b>	Schedule 6
<b>Bid Security</b>	<b>Bid Security must be provided in the form of a letter of credit attached as Schedule 8 and in the amount of \$25,000 per MW of the request. See Section 12.2 below for instructions. An electronic copy of a completed and signed Letter of Credit must be submitted via email, together with the Initial Application.</b>	Section 12.2 Schedule 8

Applicants are advised to carefully review the requirements and instructions stipulated in each component of the Initial Application, including the foregoing table instructions.

Any exhibits required to supplement the Initial Application should be clearly cross-referenced and included with the Initial Application. Do not provide the information requested in this CFD simply by making reference to information that is, or has been, submitted to BC Hydro outside of this CFD.

Initial Applications should be signed by an authorized signatory of the Applicant and submitted to BC Hydro in accordance with Section 11 of this CFD.

Applicants should not make any changes or amendments to the Initial Application form other than to insert the information requested.

(b) **Bid Security**

Bid Security must be provided in the form of a letter of credit as per Schedule 8 and in the amount of \$25,000 per MW request. See Section 12.2 for instructions.

**12.2 Form and Delivery of Bid Security**

Bid Security is required to accompany each Initial Application submitted by an Applicant under this CFD. The required amount of Bid Security is specified in Section 12.1(b) above. Bid Security is required to be in the form of a letter of credit that complies with the requirements specified in Schedule 8 of the CFD. An electronic copy of a completed and signed letter of credit must be submitted to the Contact Person via email with each Initial Application. In addition, the original letter of credit must, unless BC Hydro otherwise agrees in writing, be provided to BC Hydro within five Business Days after the Initial Application Submission Deadline. The original letter of credit must be delivered to the Physical Delivery Address included in the Summary of Key Information table at page i.

**12.3 Return or Forfeiture of Bid Security**

Bid Security in respect of an Application will be returned to an Applicant on the earlier of:

- (i) the Applicant not being selected as a Selected Applicant under this CFD;
- (ii) if BC Hydro, either before or after evaluation of Applications, cancels this CFD; and,
- (iii) 30 Business Days after the date that BC Hydro commences supplying the requested electricity in respect of the Project contemplated under the Application of the applicable Selected Applicant.

If an Applicant withdraws its Application after the Application Withdrawal Deadline, the Bid Security provided in respect of such Application will be forfeited to BC Hydro without limiting any other rights available to BC Hydro.

In addition, if an Applicant is selected as a Selected Applicant and subsequently one of the following occurs:

- (i) the Selected Applicant withdraws its Application for any reason whatsoever;

at any time, prior to the supply of electricity by BC Hydro for the requested electricity for the Project under the Application, the Selected Applicant withdraws from the interconnection queue for any reason whatsoever, including any refusal by the Selected Applicant to adhere or otherwise comply with any of BC Hydro's business practices for load interconnection queue management, as applicable, **OR**

- (ii) the supply of electricity by BC Hydro for the requested electricity in respect of the Project under the Selected Applicant's Application has not occurred by **December 31, 2034**.

then in each such case the Selected Applicant will be disqualified and removed from the interconnection queue, if applicable, and the Bid Security provided in respect of such Application will be forfeited to BC Hydro without limiting any other rights available to BC Hydro.

#### **12.4 Drawing of Funds in Bid Security**

BC Hydro may in its sole discretion and without prior notice (notice to be provided promptly to the Applicant thereafter) draw on and retain proceeds of the Bid Security provided in respect of an Application for BC Hydro's own use if such Application is disqualified in accordance with Section 12.3.

#### **12.5 Supplemental Application Content Requirements**

Each Shortlisted Applicant should submit a separate and distinct Supplemental Application for each Project. Shortlisted Applicants are advised to carefully review the requirements and instructions stipulated in the form of Supplemental Application that is attached as Schedule 7.

The Supplemental Applications are an opportunity for Shortlisted Applicants to amend their proposed percentage premium in respect of pricing and proposed curtailment set out in the Initial Application given the results of the applicable feasibility study that was completed by BC Hydro and delivered to the Shortlisted Applicant in response to a Shortlisted Applicant's Feasibility Study Request Form.

Supplemental Applications should be signed by an authorized signatory of the Applicant and submitted to BC Hydro in accordance with Section 11 of this CFD.

Shortlisted Applicants should not make any changes or amendments to the Supplemental Application form other than to insert the information requested.

#### **12.6 Signature**

The Initial Applications and the Supplemental Applications should be signed by a person authorized to sign on behalf of the Applicant and bind the Applicant to statements made in the applicable Application and the following will apply:

- (a) if the Application is a corporation then the full name of the corporation should be included, together with the name and signature of an authorized signatory;

- (b) if the Application is a partnership or a joint venture, then the name of the partnership or joint venture and the name of each partner or joint venturer should be included and an authorized signatory of each partner or joint venturer should sign; or
- (c) if a partner or joint venturer is a corporation then such corporation should sign as indicated in Section 12.6(a).

Unsigned Applications, in BC Hydro's discretion, may be rejected.

## **13. EVALUATION PROCESS**

### **13.1 Evaluation Committee**

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

### **13.2 Evaluation Process and/or Criteria**

BC Hydro will compare and evaluate Applications in respect of:

- (a) Storage Data Centres for the Storage MW Allocation; and
- (b) AI Data Centres for the AI MW Allocation;

in each case to identify the applicable Applications for each of the foregoing MW allocation which BC Hydro judges to be the most advantageous to BC Hydro by applying the evaluation process and/or criteria set out in Schedule 3 of this CFD.

For clarity, Applications covering Storage Data Centres will only be evaluated and compared against other Applications covering Storage Data Centres, and Applications covering AI Data Centres will only be evaluated and compared against other Applications covering AI Data Centres.

### **13.3 Evaluation Process Rights**

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

- (a) seek clarification of an Application, supplementary information or missing information from any, some, or all Applicants, including any materials or information to support or validate the contents of the Application;
- (b) conduct reference checks with any or all of the references cited in an Application, if any, and with any other persons that are not cited in an Application (including both internal and external sources) to verify information regarding an Applicant, inclusive of their directors/officers and key individuals;

- (c) conduct any background investigations and/or seek any additional information that it considers necessary, including credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (d) request interviews or presentations with any, some, or all, of the Applicants to obtain clarification of any aspect of an Application;
- (e) request access to the facilities of any, some, or all, of the Applicants, if applicable, and conduct inspections of such facilities, where relevant to the eligibility or evaluation of the Application;
- (f) seek confirmation that the inclusion of any personal information (as defined under applicable laws) about an individual in an Application has been authorized by that individual; and
- (g) rely on and consider any information obtained as a result of any reference checks, background investigations, requests for clarification, supplementary or missing information, interviews, demonstrations, and/or inspections, and/or any additional information in the evaluation of Applicants.

#### **13.4 Reservation of Additional Rights**

Notwithstanding any other provision of this CFD, BC Hydro may, at its discretion:

- (a) accept, rank or reject any Application based on the evaluation processes and criteria set out in Sections 13.2 and 13.3;
- (b) reject or disqualify an Applicant if the Application fails to include a signed Application or the Applicant fails to provide or update a Relationship Disclosure Statement Form attached as Schedule 6;
- (c) at any time, for any reason, terminate the process under this CFD (whether before or after Applications are submitted to BC Hydro), and (i) proceed with the competition for electricity service contemplated under this CFD in some other manner, including by reissuing a call for demand or undertaking another competitive process for the same or similar competition described in this CFD, or (ii) elect not to proceed with any competition for electricity service as contemplated under this CFD;
- (d) in conducting the evaluation, BC Hydro:
  - (i) will not be required to complete a detailed evaluation of all Applications and may, after completing a preliminary review of all Applications, identify and eliminate from any detailed evaluation any Application which the Evaluation Committee judges to not be in contention to be selected as an Application of a Selected Applicant when compared to the other relevant Applications; and
  - (ii) may reject, without necessarily proceeding with full evaluation, any Application that, in BC Hydro's determination: (A) is unduly qualified or conditioned, or lacks adequate clarity or fails to provide sufficient

information to enable BC Hydro to carry out a full and proper evaluation of that Application; or (B) is technically or commercially unacceptable.

- (e) at any time, reject any Application that is materially incomplete or irregular, or contains any false or misleading statement, claim or information;
- (f) at any time, reject any Application that does not satisfy BC Hydro, in its discretion, that the Applicant has: (i) the capacity, capability and commitment to participate in this CFD process in an ethical, lawful and compliant manner; (ii) the capacity, capability and commitment to perform all of its obligations contemplated in the Application under this CFD; and (iii) a record of good commercial practice, taking into account reference checks, history of performance and defaults, litigation and claims history and the manner in which the Applicant addresses, mitigates and deal with nonconformities, defaults and disputes;
- (g) at any time, reject any Application that BC Hydro, in its sole discretion, judges to present a material risk under any one or more of the evaluation criteria, or considering any relevant factors (including the Applicant's financial resources, safety record, claims and litigation history, work history and environmental record), irrespective of that Applications overall evaluation score;
- (h) at any time, reject any Application if such Application or any collateral investigations by BC Hydro reveal any criminal affiliations or activities or ethical misconduct by the applicable Applicant and such affiliations, activities or misconduct would, in the sole opinion of BC Hydro, pose a reasonable ascertainable risk of: (i) interfering with the competitiveness, fairness or integrity of the CFD process; (ii) undermining public confidence in the perceived competitiveness, fairness and integrity of the CFD process; (iii) interfering with the Applicant's ability to perform its obligations contemplated in the Application or under this CFD; or (iv) causing damage or loss to the physical, cyber, financial or operational security of BC Hydro, including its personnel, assets, systems or facilities;
- (i) accept Applications which, applying the evaluation criteria set out in Schedule 3, BC Hydro determines are most advantageous to itself;
- (j) accept Applications which do not have the highest pricing;
- (k) where all the Applications received by BC Hydro in response to this CFD for Storage Data Centres are collectively below the Storage MW Allocation, then BC Hydro may accept all such Applications by selecting all the Applicants as Selected Applicants and forgo any detailed evaluation of the Applications as contemplated under this CFD;
- (l) where all the Applications received by BC Hydro in response to this CFD for AI Data Centres are collectively below the AI MW Allocation, then BC Hydro may accept all such Applications by selecting all the Applicants as Selected Applicants and forgo any detailed evaluation of the Applications as contemplated under this CFD;

- (m) waive a defect, irregularity, non-conformity or non-compliance in or with respect to an Application or failure to comply with the requirements of this CFD, except in respect of the requirement to submit an Application by the applicable deadline specified herein, and accept that Application even if such defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this CFD would otherwise render the Application null and void;
- (n) at any time, reject, disqualify or not accept any or all Applications or Applicants without any obligation, compensation or reimbursement to any Applicant, its advisors or any other third party; and
- (o) use any information BC Hydro may acquire through its own investigations, or through disclosures and submissions by the Applicants, and their respective agents, partners and representatives, to exercise any of the foregoing Section 13.4 rights as BC Hydro may determine in its discretion.

BC Hydro and the Evaluation Committee are not bound by industry custom or practice in taking any of the steps described at Sections 13.2, 13.3 and 13.4, in exercising any of its discretions, in formulating its opinions and considerations, in making any decisions and determinations, or in discharging its functions under or in connection with this CFD, or in connection with any Applicant, Application or any part of any Application.

### **13.5 Recommendation of Selected Applicants**

The Evaluation Committee will recommend Applicants to be selected by BC Hydro as the Selected Applicants. BC Hydro reserves the right to select Selected Applicants serially or concurrently.

## **14. SELECTION AND DEBRIEFING**

### **14.1 Notification of Selected Applicants**

BC Hydro will notify each Selected Applicant of its selection by way of a written selection notice. Following notification of Selected Applicants, BC Hydro will notify those Applicants who were unsuccessful in being selected as a Selected Applicant and that the CFD has concluded. BC Hydro's decision as to which Applicants are unsuccessful will be final and binding in accordance with the terms of this CFD.

### **14.2 Debriefing**

After the completion of the CFD process, BC Hydro will, upon request, conduct a single debriefing of any unsuccessful Applicant to discuss the relative strengths and weaknesses of that Applicant's Application, but BC Hydro will not disclose or discuss any confidential information of any other Applicant. Debriefings should be requested not more than one (1) month after the Applicant has received notification of the CFD outcome. Any debriefing provided is not offered for the purpose of providing an Applicant with the opportunity to challenge the CFD process and results.

## **15. INTERCONNECTION QUEUE & NEXT STEPS**

BC Hydro anticipates that all Selected Applicants for Projects that were not in BC Hydro's interconnection queue as of the Reference Date will be eligible to enter the interconnection queue if the Applicant's interconnection request satisfies BC Hydro's business practice for load interconnection queue management, as applicable. Selected Applicants for Projects that were in BC Hydro's interconnection queue as of the Reference Date, will maintain their placement in the interconnection queue and progress in the interconnection queue subject to, and in accordance with, BC Hydro's business practices for load interconnection queue management, as applicable.

BC Hydro anticipates that the supply of electricity to the Selected Applicants that have successfully proceeded through the interconnection queue subject to, and in accordance with, BC Hydro's business practices for load interconnection queue management, as applicable, will be governed by applicable rates, including rate schedules, electricity supply agreements, tariff amendments and/or tariff supplements. Applicants should be aware that BC Hydro anticipates that such electricity supply agreements and tariff supplements will include requirements to ensure that commitments made in the Applications are in fact performed by Select Applicants, and may also include performance security in support of those commitments.

## **16. CONFLICT OF INTEREST; RELATIONSHIP DISCLOSURE; RESTRICTED PARTIES**

### **16.1 Reservation of Right to Disqualify**

BC Hydro reserves the right to disqualify any Applicant if, in BC Hydro's determination, the Applicant has a conflict of interest or an unfair process advantage, whether real, perceived, existing now or likely to arise in the future. This might arise, by way of example (i) through access to any relevant confidential information that is not, or would not reasonably be expected to be, available to all Applicants, (ii) through a Applicant's use of a Restricted Party, or (iii) where two or more Applicants are affiliates.

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

### **16.2 Relationship Disclosure; Conflict of Interest and Unfair Process Advantage**

Each Applicant should complete and submit with its Initial Application a "Relationship Disclosure Statement: Conflict of Interest and Unfair Advantage" attached as Schedule 8, making the declarations and disclosures required therein, with the knowledge and intention that BC Hydro may rely on any such declarations and disclosures.

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

At the time of such disclosure, the Applicant should include sufficient information and documentation to demonstrate that appropriate measures (i.e. information safeguards,

segregation of personnel, etc.) have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair process advantage, as applicable. The Applicant will provide such additional information and documentation and implement such additional measures as BC Hydro may require in its discretion in connection with BC Hydro's consideration of the disclosed relationship and proposed measures.

If, at any time after submission of an Application, the Applicant becomes aware of any such relationship that was not disclosed in its Application, then the Applicant should, by written notice addressed to the Contact Person, promptly disclose such relationship. Where BC Hydro becomes aware of a relationship affecting an Applicant which has not been disclosed by the Applicant in accordance with this Section 16.2, BC Hydro may, in its discretion, reject the applicable Application or request that the applicable Applicant notify BC Hydro of such relationship in accordance with this Section 16.2, and impose such conditions as BC Hydro considers to be in its interests, having regard to BC Hydro's commercial objectives and the competitiveness, fairness and integrity of the competitive selection process under this CFD, or as otherwise required by BC Hydro.

For clarity, this Section 16.2, applies to the Applicants right up to and including the date prior to the commencement of the supply of electricity by BC Hydro to the Project as a result of the Applicant being successful in this CFD.

### **16.3 Request for Advance Decision**

An Applicant who has any concerns regarding: (i) whether a current or prospective employee, advisor or representative of that Applicant is, or may be, a Restricted Party, (ii) any conflict of interest or unfair process advantage it may have or be perceived to have, or (iii) any potential risk of disqualification, and/or requires BC Hydro consent in respect of any matter, including under Sections 16.1, 16.7 and 17.8, is encouraged to request an advance decision from BC Hydro in accordance with this Section 16.3.

To request an advance decision or consent from BC Hydro, an Applicant, or advisor to, an Applicant should submit to the Contact Person, as soon as possible and prior to undertaking the action requiring BC Hydro decision or consent, and in any event not less than 10 Business Days prior to the Initial Application Submission Deadline, the following information:

- (a) names and contact information of the Applicant and the person in respect of which the advance decision is requested;
- (b) a description of the relevant facts that raise the possibility that the Applicant or person may be a Restricted Party or a description of the relevant relationship that raises the possibility or perception of a conflict of interest or unfair process advantage, as applicable;
- (c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate, minimize or eliminate any conflict of interest or unfair process advantage, including possible access to relevant confidential information or to the Restricted Parties that is not, or would not reasonably be expected to be, available to all Applicants; and

- (d) copies of any relevant documentation.

The onus is on the Applicant to clear any actual or potential conflict of interest, unfair process advantage, including proposed usage of a Restricted Party or any person who is advising the Applicant, and to propose conditions for continued participation if any of the foregoing is present. BC Hydro may require that an Applicant make a request for an advance decision under this Section 16.3. The Applicant fully assumes the risk of disqualification resulting from a failure by the Applicant or representative of, or advisor to, the Applicant to seek a BC Hydro decision or consent in a timely manner in accordance with the foregoing.

#### **16.4 BC Hydro May Make Advance Decisions**

BC Hydro may, on its own initiative, independent of any request under Section 16.3 make advance decisions where BC Hydro identifies a potential conflict of interest, unfair process advantage, or a person who may be a Restricted Party.

#### **16.5 Decisions Final and Binding**

A decision of BC Hydro pursuant to Sections 16.3 or 16.4 is final and binding on the person(s) requesting the ruling and all other persons participating in the competitive selection process contemplated under this CFD, including Applicants and representative or advisors of an Applicant.

BC Hydro may disclose any decision regarding matters related to conflicts of interest, unfair process advantage or Restricted Parties to all Applicants if BC Hydro, in its discretion, determines that the decision is of general application or that such disclosure is appropriate for the purposes of maintaining the fairness, competitiveness or integrity of the competitive selection process under this CFD. BC Hydro may also amend a decision at any time if BC Hydro deems it necessary, in its sole discretion, to maintain the fairness, competitiveness or integrity of this competitive selection process contemplated under this CFD.

#### **16.6 Restricted Party**

For purposes of this CFD, BC Hydro has identified the following persons as Restricted Parties:

- (a) Borden Ladner Gervais LLP
- (b) Lawson Lundell LLP
- (c) Jane Shackell, K.C, Iterum Law Corporation

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

#### **16.7 Use or Inclusion of Restricted Parties**

Each Applicant is responsible to ensure that neither the Applicant nor any member of or advisor to, the Applicant uses or seeks advice or assistance in relation to the competitive selection process under this CFD from a Restricted Party, or includes any Restricted Party as an advisor of the Applicant, except with the prior written consent of BC Hydro pursuant to Section 16.3, or as otherwise contemplated at Section 17.14 in respect of the Fairness Monitor.

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

### **16.8 Restricted Parties – Acknowledgement and Consent**

By submitting an Application or otherwise participating in the competitive selection process under this CFP, the Applicant, on its own behalf and as authorized agent of each advisor and representative of the Applicant:

- (a) expressly consents to the Restricted Parties continuing to represent, advise and assist BC Hydro in all matters, including disputes (i.e. any formal proceedings, litigation, arbitration, mediation or other form of formal or information dispute resolution), in relation to the competitive selection process under this CFD, or projects contemplated thereunder, including any such matter or dispute in which the interests of BC Hydro are directly or indirectly adverse to the Applicant and despite any confidential or other information of the Applicant that any of the Restricted Parties may have had, or may have, and any solicitor-client or other relationship that the Applicant may have had, or may have, with any of the Restricted Parties;
- (b) confirms that the Applicant: (i) has obtained independent legal advice with respect to this competitive selection process under this CFD, including this Section 16.8, from legal counsel that is not a Restricted Party; or (ii) have had an opportunity to retain legal counsel and obtain independent legal advice with respect to this competitive selection process under this CFD, including this Section 16.8 but have elected not to obtain such advice; and
- (c) agrees that the acknowledgements, confirmations and consents provided pursuant to this Section 16.8 (i) are provided for the benefit of, and may be relied upon by, each of BC Hydro and the Restricted Parties; (ii) continue in force and survive the closing and execution of any resulting contracts(s) and any termination, suspension, cancellation, completion or expiration of the, if any, competitive selection process under this CFD; and (iii) remain in effect in relation to any contracts or arrangements resulting from the competitive selection process under this CFD.

### **17. GENERAL TERMS AND CONDITIONS**

By submitting an Application under this CFD, an Applicant expressly acknowledges and agrees as follows, and for certainty submission of an Application is deemed for all purposes conclusive evidence that the Applicant accepts the terms of this Section 17:

### **17.1 Ownership of Applications**

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

### **17.2 Electronic Submission**

BC Hydro does not assume any risk, responsibility or liability, including in contract or tort (including negligence), whatsoever to any person: (a) that an electronic transmission or communication is received at any electronic mail being operated by or for BC Hydro (including the Contact Person's email) in its entirety or within any time limit specified by this CFD; (b) for ensuring that any electronic mail (including the Contact Person's email) being operated by or for BC Hydro, is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Applicant's transmission cannot be received. Without limiting the foregoing, an Applicant assumes, and is solely responsible for, all risks associated with receipt and delivery of all enquiries and other documents, in connection with this competitive process, including the risk of the communication being: (c) temporarily or permanently lost, delayed or misdirected by the internet or by Applicant's, BC Hydro's or a third party's computers, information systems, e-mail systems or servers; (d) in any way damaged, deleted, altered or corrupted during transmission; or (e) incompatible with, or unreadable by, BC Hydro's or a third party's computer systems.

### **17.3 Costs**

Each Applicant is responsible for all costs incurred by it in connection with this CFD, including the preparation of any Application, costs incurred in respect of any interconnection process and the settlement and execution and delivery of any agreements arising therefrom, whether or not one or more, or no, Applications are accepted and whether or not this CFD is terminated at any time before the selection of Selected Applicants.

### **17.4 Liability Exclusion**

By submitting an Application, the Applicant irrevocably agrees (on behalf of itself and each member of the Applicant's team, including advisors, representatives and agents) to waive, and not assert, bring or make, any claim, demand, action, cause of action, suit or proceeding (including any regulatory proceeding), whether arising in contract, tort (including negligence) or otherwise against BC Hydro and its employees, directors, officers, advisors or representatives for any compensation of whatsoever nature or kind, including for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses for any reason, directly or indirectly, arising from, related to or in respect of, this CFD process, including in the event that BC Hydro disqualifies the Applicant, terminates this CFD, or in any way breaches, or fundamentally breaches, the terms of this CFD or any duties determined to arise out of this CFD. The Applicant further agrees, recognizing that in extraordinary circumstances a court or tribunal of competent

jurisdiction might lawfully choose to not enforce the foregoing waiver and covenant for public policy or equity reasons, that the maximum damages recoverable by the Applicant in the event the foregoing waiver and covenant is not enforced will be strictly limited to the actual and out-of-pocket costs that were directly and demonstrably incurred by the Applicant in preparing its Application.

### **17.5 No Implied Terms**

No terms or conditions whatsoever may be implied in this CFD.

### **17.6 Confidentiality**

BC Hydro shall endeavor to keep confidential information provided by Applicants in Applications or otherwise in writing under or in relation to this CFD, other than information that is, or becomes, in the public domain as a result of disclosures not made by BC Hydro, which are not permitted hereunder. Notwithstanding the foregoing, BC Hydro may also disclose information provided by an Applicant (i) to any ministers, deputy ministers or servants or employees of the Province of British Columbia, (ii) to BC Hydro's subsidiaries, directors, officers, employees, advisors, and consultants, (iii) as BC Hydro may consider necessary or desirable in connection with any regulatory proceeding or matter, (iv) as required to enforce any agreement with an Applicant arising from this CFD, or (v) as required by law.

In addition, notwithstanding any other provision of this CFD, BC Hydro may publicly disclose the following information relevant to this CFD: (i) the number of Applicants and Selected Applicants; (ii) the names of Applicants and Selected Applicants; (iii) names of attendees at informational meetings; (iv) anything the disclosure of which is required by law, or any authority having jurisdiction, including under FOIPPA; (v) any fairness report in respect of the CFD, if applicable; and (vi) the nature and location of the Projects proposed in the Applications.

### **17.7 FOIPPA**

Applicants should be aware that BC Hydro is a “public body” defined by and subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) (“**FOIPPA**”).

Each Applicant is responsible for compliance with laws applicable to the collection, use and disclosure of “personal information” (as defined in FOIPPA), including FOIPPA. If an Applicant includes personal information in an Application, then by submitting an Application an Applicant will be deemed to represent to BC Hydro that the Application has obtained written authorization from the applicable individual(s), including the authorization to the indirect collection of personal information by BC Hydro, and that the personal information may be forwarded to BC Hydro for the purposes of responding to this CFD and may be used by BC Hydro for the purposes set out in this CFD, including evaluation of the Applications. BC Hydro reserves the right to require proof of such authorization and to reject an Application if any such authorization is not provided as required by applicable law.

### **17.8 No Collusion**

Each Applicant, by submitting an Application, represents and warrants that its Application has been prepared without collusion with any other Applicant, if any, and all elements of its Application have been arrived at independently of, and without discussion with, any other Applicant. Applicants and their representatives are not to discuss or communicate, directly or indirectly, with other Applicants or any of their respective affiliates, directors, officers, employees, consultants, advisors, agents or representatives regarding the preparation, content or submissions of their Applications or any other confidential aspect of the competitive selection process contemplated under this CFD, except as approved by BC Hydro in accordance with this CFD.

### **17.9 No Lobbying**

Each Applicant will direct all communications to BC Hydro relative to this CFD strictly to the Contact Person, and in accordance with the communication instructions, set out in Section 5. The Applicant will not engage, and will cause its agents, affiliates, and representatives not to engage, in lobbying, or otherwise communicating directly to, any other director, officer, employee, or agent of BC Hydro, any consultant or advisor to BC Hydro, or any member of the Government of British Columbia for the purpose of influencing the terms, or outcome, of this CFD process.

### **17.10 Non-Compliance**

BC Hydro may, in its sole discretion, decline to consider an Application, disqualify an Applicant, and/or rescind any resulting agreements with an Applicant from this CFD, without liability or obligation to the Applicant, if the Applicant is in violation of the terms of this Section 17.

### **17.11 No Representation or Warranty**

Each Applicant shall investigate and satisfy itself of every condition that affects the preparation of its Application. Each Applicant acknowledges and represents that its investigations have been based on its own examination, knowledge, information and judgment, and not upon any statement, representation or information made or given by BC Hydro, the Contact Person or any BC Hydro employee, consultant or advisor, other than the information contained in this CFD or provided in writing by the Contact Person to the Applicant. BC Hydro accepts no responsibility for any Applicant lacking any information.

### **17.12 Use of CFD**

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

### **17.13 Assignment**

No Applicant may assign any of its rights or obligations under this CFD to any other person without the prior written consent of BC Hydro, which may be arbitrarily withheld.

### **17.14 Independent Fairness Monitor**

BC Hydro has appointed Jane Shackell, K.C, Iterum Law Corporation (the “**Fairness Monitor**”) to act as an independent observer of the administration of this CFD. The Fairness Monitor will be: (a) provided with full access to all documents, meetings and information related to the administration of this CFD that the Fairness Monitor, in its discretion, decides is required; (b) kept fully informed by BC Hydro of all documents and activities associated with the administration of this CFD; and (c) available to the Applicants should concerns arise during this CFD process.

## SCHEDULE 1

### DEFINITIONS AND INTERPRETATION

#### Part 1 Definitions

The following terms will have the following meanings in this CFD, and terms defined elsewhere in this CFD will have the meaning given elsewhere in this CFD:

1. **“Act”** has the meaning set out in Section 1.2 of this CFD.
2. **“Addenda”** means an addendum or addenda to this CFD issued by BC Hydro pursuant to Section 6 of this CFD.
3. **“Affiliated Entity”** has the meaning set out in Schedule 3 of this CFD.
4. **“AI Data Centre”** has the meaning ascribed to the term “A.I. data centre” in the Regulations.
5. **“AI MW Allocation”** has the meaning set out in Section 1.1 of this CFD.
6. **“Applicant”** means a person who submits an Application in response to this CFD.
7. **“Application”** means either or both of the Initial Application and the Supplemental Application, as the context requires.
8. **“Application Withdrawal Deadline”** means the date set out in the current CFD Schedule.
9. **“BC Hydro”** means British Columbia Hydro and Power Authority.
10. **“BC Hydro System”** means the generation, transmission, distribution, protection, control and communication facilities owned, controlled or operated by BC Hydro in British Columbia, and includes all additions and modifications thereto and repairs or replacements thereof.
11. **“Bid Security”** means in respect of an Application, the security to be provided to BC Hydro in the amount specified at Section 12.1(b) which complies with the requirements set out in Schedule 8 in respect of the form of the letter of credit.
12. **“Business Day”** means any day, except Saturdays and Sundays, on which banks are generally open for non-automated business in Vancouver, British Columbia.
13. **“CFD”** means the “2026 Call for Demand for Emerging Industries - Request for Applications” issued by BC Hydro on the date shown on page 1, and includes the Schedules described in Section 2 and all Addenda issued from time to time.

14. **“CFD Schedule”** means the schedule by which BC Hydro intends to conduct this CFD process, as set out in Schedule 2 of this CFD, and any amendment thereof.
15. **“CFD Website”** means the website set out at Section 4 of this CFD.
16. **“Contact Person”** means the person appointed by BC Hydro to act as Contact Person and described in Section 5 of this CFD.
17. **“Eligibility Requirements”** means the mandatory requirements an Applicant must evidence in its Application to participate in this CFD as set out in Section 9.
18. **“Enquiries”** has the meaning set out in Section 7 of this CFD.
19. **“Evaluation Committee”** has the meaning set out in Section 13.1 of this CFD.
20. **“Fairness Monitor”** has the meaning set out in Section 17.14 of this CFD.
21. **“Feasibility Study Request Form”** has the meaning set out in Section 10.1 this CFD.
22. **“Initial Application”** means an application submitted by an Applicant pursuant to this CFD on the Initial Application Submission Deadline that is comprised of the forms set out on Schedules 4, 5 and 6.
23. **“Initial Application Submission Deadline”** means the Initial Application submission date set out in the most current CFD Schedule.
24. **“Material Change”** has the meaning set out in Section 11.5 of this CFD.
25. **“New Energy Legislation”** has the meaning set out in Section 1.2 of this CFD.
26. **“Physical Delivery Address”** has the meaning set out on page i in the Summary of Key Information.
27. **“Project”** means an existing or yet to be fully constructed facility that constitutes a Storage Date Centre or an AI Data Centre that is requesting electrical service from BC Hydro, including incremental capacity, or any change in end use of electricity, at any existing facility.
28. **“Q&A”** has the meaning set out in Section 7(b) of this CFD.
29. **“Reference Date”** means February 1, 2026.
30. **“Reference Period”** means the two year period commencing on the Reference Date.
31. **“Regulations”** has the meaning set out in Section 1.2 of this CFD.
32. **“Restricted Party”** means any person (including its former and current employees) who, for or on behalf of BC Hydro, is participating or is involved in this CFD or in the design, planning or implementation of any aspect of the competitive selection process occurring under the CFD, or who has participated

or has been involved and may provide a material unfair process advantage or material confidential information to any Applicant that is not, or would not reasonably be expected to be, available to all Applicants.

33. **“Selected Applicant”** means an Applicant that receives a selection notice as contemplated at Section 14.1.
34. **“Shortlisted Applicants”** has the meaning set out in Schedule 3.
35. **“Storage Data Centre”** has the meaning ascribed to the term “conventional data centre” in the Regulations.
36. **“Storage MW Allocation”** has the meaning set out in Section 1.1 of this CFD.
37. **“Supplemental Application”** means an application submitted by a Shortlisted Applicant pursuant to this CFD on the Supplemental Application Submission Deadline in substantially the form set out on Schedule 7.
38. **“Supplemental Application Submission Deadline”** means the Supplemental Application submission date set out in the most current CFD Schedule.

## Part 2 Interpretation

In this CFD:

- (a) any action, decision, determination, consent, approval or any other thing to be performed, made or exercised by or on behalf of BC Hydro, including the exercise of “discretion” or words of like effect, is at the sole, absolute and unfettered discretion of BC Hydro, with no requirement to act reasonably or provide reasons, unless otherwise specified under the relevant provision of the CFD;
- (b) the use of headings is for convenience only and headings are not to be used in the interpretation of this CFD;
- (c) words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- (d) the word “including” is deemed to be followed by “without limitation”; and
- (e) notwithstanding any other provision in the CFD, no term or condition will be implied into the CFD based on any practice or custom, including any practice or custom in the construction, supply, electrical generation or electrical transmission and distribution industries, or in the procedures or guidelines recommended for use on publicly funded construction, supply, electrical generation or electrical transmission and distribution projects.

**SCHEDULE 2**

**CFD SCHEDULE**

Milestones	Dates
Issue of CFD	<b>Feb 1, 2026</b>
Information Session	<b>Feb 9, 2026</b>
Initial Applications and Bid Security (electronic copy) submitted to BC Hydro  <b>**Failure to meet this date results in ineligibility to participate in the CFD.</b>	<b>Mar 9, 2026</b>
Physical delivery of Bid Security (original copy)	<b>Mar 16, 2026</b>
<i>BC Hydro to notify those Applicants that have successfully satisfied Stage 1 – Minimum Requirements as per the provisions of Schedule 3</i>	<b>Mar 23, 2026</b>
Shortlisted Applicants to submit complete Feasibility Study Request Form and non-refundable fee. In the case of Projects that are connected to the BC Hydro System via the:  <ul style="list-style-type: none"> <li>• transmission system, the amount is \$75,000 as per Section 10.2; and</li> <li>• distribution system, the amount specified by BC Hydro via email as per Section 10.2.</li> </ul> <b>**Failure to meet this date results in ineligibility to participate in the CFD.</b>	<b>May 4, 2026</b>
<i>BC Hydro to deliver results of the completed interconnection feasibility studies to the Shortlisted Applicants</i>	<b>Aug 11, 2026</b>
Shortlisted Applicants who have received the results of a feasibility study to submit Supplemental Applications to BC Hydro  <b>**Failure to meet this date results in ineligibility to participate in the CFD.</b>	<b>Aug 25, 2026</b>
Deadline to withdraw from CFD without forfeiting Bid Security (Application Withdrawal Deadline)	<b>Sept 1, 2026</b>
Notify Applicants of the outcome of the CFD	<b>Mid-Sept 2026</b>

*\*Items in italics are BC Hydro's target deliverable dates and subject to change.*

## SCHEDULE 3

### EVALUATION PROCESS AND CRITERIA

Subject always to BC Hydro's right to reject Applications under the CFD or otherwise, Applications will be evaluated by BC Hydro in two stages as follows:

#### Stage 1 – Minimum Requirements

BC Hydro will first determine, in its sole discretion, which Applicants meet the minimum requirements set out immediately below on a pass/fail basis:

- (a) The Applicant has included in its Initial Application a confirmation that it is willing to pay the same percentage premium, to be applied to both demand and energy charges for electricity service for the Project under the applicable electric tariff (including any future applicable tariffs), that is equal to or exceeds 10%. **Note:** See [electric tariff link](#) for an explanatory note on this minimum requirement.
- (b) The Applicant demonstrates to BC Hydro's satisfaction that it, or an affiliated person who has submitted a commitment letter to financially support the Project as part of the Initial Application ("Affiliated Entity"), has the financial capacity and readiness to support the Project by satisfying at least one of the following:
  - (i) The Applicant or Affiliated Entity has a Dun and Bradstreet overall business risk of moderate or better;
  - (ii) The Applicant or Affiliated Entity has an external credit rating from Standard and Poor's, Moody's, Morningstar DBRS of BB- or equivalent or better; **or**
  - (iii) BC Hydro is satisfied that the Applicant or an Affiliated Entity has demonstrated it has financial capacity and readiness to support the Project based on the contents of the Initial Application, as such contents may be supplemented or clarified in accordance with the provisions of this CFD.
- (c) The Applicant has included in its Initial Application a confirmation that it is willing and able to ensure that the Project will curtail its electricity demand upon 24 hours' notice during any season without any incentive or compensation as follows:
  - no less than 10% percent of the electricity or load requested in the Application;
  - no fewer than 4 consecutive hours of curtailment in a day;
  - no fewer than 5 days of curtailment events per calendar week;
  - no less than 2 weeks in which curtailment events occur per calendar month;
  - no fewer than 36 curtailment events per 12-month period commencing October 1 and ending September 30; and

- no fewer than 144 hours of curtailment per 12-month period commencing October 1 and ending September 30.

An Initial Application that fails to meet any one or more of the minimum requirements set out at paragraphs (a), (b) or (c) above will not be considered further and will not advance to Stage 2 of the evaluation process. An Initial Application that meets all of the foregoing minimum requirements as determined by BC Hydro in its sole discretion will advance to Stage 2 of the evaluation as set out below.

All Applicants who have Initial Applications that are advanced to Stage 2 will constitute “**Shortlisted Applicants**” under this CFD.

BC Hydro will notify each Shortlisted Applicant of its selection as a Shortlisted Applicant by way of a written selection notice. Shortlisted Applicants may be selected serially or concurrently.

Each Shortlisted Applicants will then be required to submit their Feasibility Study Request Form and applicable non-refundable fee in accordance with Section 10 above and once a Shortlisted Applicant receives the results of the feasibility study from BC Hydro arising from the Feasibility Study Request Form the Shortlisted Applicant must submit a Supplemental Application on or before the Supplemental Application Submission Deadline.

#### Stage 2 – Weighted Criteria

In Stage 2, BC Hydro will score the corresponding Application on the basis of the following weighted criteria:

Criteria	Weighting (%)
Cost to BC Hydro (including the cost of providing the electricity service) and Benefits to BC Hydro (including revenue, and availability of the load curtailment)	30
Community and Provincial Economic benefits, including employment opportunities, and upskilling and training opportunities, located on brownfield site and in region impacted by industry downturn	20
Environmental impacts and benefits, including heat recovery ready, power usage efficiency and water usage efficiency	10
Data Sovereignty, including the jurisdiction of formation of the Applicant, degree of foreign control and access and percentage of facility allocated to digital sovereignty	30
First Nation benefits and impacts, including equity opportunities, employment opportunities, letter of support and value of contracting opportunities	10

### Ranking

Following completion of the scored evaluation process, BC Hydro will create two separate ranking lists as follows:

- (a) BC Hydro will rank Shortlisted Applicants whose Applications covered Storage Data Centres for the Storage MW Allocation on the basis of the scoring under Stage 2 and then select such Shortlisted Applicants that have the highest ranked Applications as the Selected Applicants for the Storage MW Allocation and continue to select Selected Applicants from the ranked list unless and until the Projects of the Selected Applicants demand the Storage MW Allocation or less.
- (b) BC Hydro will rank Shortlisted Applicants whose Applications covered AI Data Centres for the AI MW Allocation on the basis of the scoring under Stage 2 and then select such Shortlisted Applicants that have the highest ranked Applications as the Selected Applicants for the AI MW Allocation and continue to select Selected Applicants from the ranked list unless and until the Projects of the Selected Applicants demand the AI MW Allocation or less.

Where in respect of a particular ranking list (ie. the Storage Date Centre list or the AI Data Centre list as per above):

- a Stage 2 score tie occurs between two or more Shortlisted Applicants, the Shortlisted Applicant with the highest score for the “Cost to BC Hydro and Benefits to BC Hydro” evaluation criteria would be selected first as a Selected Applicant; and
- the “Cost to BC Hydro and Benefits to BC Hydro” evaluation criteria is also a tied score, then the Shortlisted Applicant with the highest “Data Sovereignty” evaluation criteria would be selected first as a Shortlisted Applicant.

For clarity, all Applicants who are selected in accordance with the above from the ranked lists will be the **“Selected Applicants”** under this CFD.

Where a Selected Applicant withdraws from the process under this CFD or the interconnection queue at any time after the outcome of this CFD process, BC Hydro may, but is not obligated, to select the next highest ranked Shortlisted Applicant on the applicable list.