

Request for Proposals

FOR THE **LOAD SHED SERVICES FOR IMPORTS** COMPETITION



DATE ISSUED: JUNE 1, 2018

RFP SUBMISSION DEADLINE: JULY 16, 2018

WWW.AESO.CA/MARKET/ANCILLARY-SERVICES/LOAD-SHED-SERVICE-FOR-IMPORTS



INDEPENDENT SYSTEM OPERATOR, operating as Alberta Electric System Operator (the “AESO”)

**REQUEST FOR PROPOSALS
FOR
LOAD SHED SERVICES FOR IMPORTS**

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Submission Deadline: July 16, 2018

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REQUEST FOR PROPOSALS

PART A: TERMS & CONDITIONS

1.0 RFP INTRODUCTION AND OVERVIEW

1.1 AESO CORPORATE OVERVIEW

The AESO's mandate is derived from the EUA and related regulations. The AESO is governed by the AESO's Board. Each Member of the AESO Board must be independent of any person having a material interest in the Alberta electric industry.

The AESO is responsible for a broad range of duties, responsibilities and functions with respect to the electricity industry, including:

- operating Alberta's fair, efficient and openly competitive energy-only market for electricity;
- determining the order of dispatch of electric energy and ancillary services;
- providing system access service on the transmission system;
- directing the safe, reliable and economic operation of the interconnected electric system;
- planning the capability of the transmission system to meet future needs;
- developing, implementing and administering the Renewable Electricity Program;
- developing, implementing and administering an electricity capacity market; and
- administering load settlement.

Further information on the AESO and its legislative mandate is available at www.aeso.ca.

Freedom of Information and Protection of Privacy Act

The AESO is a public body subject to the provisions of the Alberta *Freedom of Information and Protection of Privacy Act* (the "FOIP Act"). The FOIP Act provides broad access to information rights to the public, however, it does include mandatory exceptions that prohibit the disclosure of certain third party information supplied explicitly or implicitly in confidence, when disclosure could reasonably be expected to, among other things, significantly harm the business interests of a third party or when disclosure would unreasonably invade individual privacy (FOIP Act, sections 16 and 17 respectively).

If an access request under the FOIP Act includes consideration of third party information, as identified under section 16, or personal information that may unreasonably invade privacy, as contemplated under section 17, the AESO is required to notify the affected party for representations regarding disclosure.

1.2 PURPOSE

- (1) The AESO has a legislative mandate to restore transmission intertie capability as well as a mandate to direct the safe, reliable and economic operations of the Alberta Interconnected Electric System (the "AIES"). Load Shed Services for imports ("LSSi") is one of the initiatives that the AESO has undertaken to restore the interties' available transfer capability. This RFP is intended to assist the AESO in fulfilling this mandate through the procurement of LSSi from selected service providers.
- (2) The use of LSSi during high import conditions helps to maintain system reliability by arresting frequency decay to reduce the risk of firm load shed on the AIES should the intertie trip while operating above certain import levels.

1.3 RFP BACKGROUND & SCOPE

- (1) On May 1, 2018, the AESO released a Request for Expressions of Interest ("REOI") for LSSi. All information issued during the REOI stage is available on the AESO website (www.aeso.ca/market/ancillary-services/procurement/).
- (2) The AESO has identified a need to procure a target volume of 315 MW of LSSi. However, the AESO may, in its sole discretion, procure an amount equal to, lesser than, or greater than 315 MW.
- (3) The AESO is issuing this RFP to retain one or more Service Provider(s) to provide all or a portion of the volume of the LSSi for a three (3) year term.
- (4) The maximum volume of LSSi the AESO will procure from an LSSi Facility will not exceed 150 MW.
- (5) In order to be successful in this RFP, Proponents must meet the Eligibility Criteria and be able to provide LSSi by the Operational Readiness Date.
- (6) The AESO intends to award one or more Import Load Shed Agreement(s) ("ILSA(s)") for the provision of LSSi through a fair and transparent RFP Process. The ILSA(s), if any, awarded and executed pursuant to this RFP shall be in substantially the same form as can be found in Part B, Appendix F.
- (7) The RFP Process commences with the issuance of these RFP Documents and will terminate on the earlier occurrence of:
 - (a) the execution of the ILSA by the Successful Proponent(s) and the AESO; or
 - (b) the election by the AESO not to proceed with the RFP or otherwise cancel this RFP in accordance with the terms hereof.
- (8) The AESO will evaluate the Proponents' Proposal(s) in accordance with the terms of this RFP.

2.0 PROPONENT INSTRUCTIONS

2.1 RFP DOCUMENTS

- (1) The Request for Proposal documents (the “RFP Documents”) comprise:
 - (a) the main body of the RFP;
 - (b) all Appendices hereto; and
 - (c) all Addenda to the RFP Documents, if any are issued by the AESO.
- (2) The RFP Documents shall be read as a whole. The Appendices and the Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

2.2 DISTRIBUTION OF DOCUMENTS – ELECTRONIC DISTRIBUTION

The AESO will utilize the LSSi SharePoint Online Site (“SharePoint”) to distribute all RFP Documents. The Proponent is solely responsible for making appropriate arrangements to receive and access the RFP Documents through SharePoint.

2.3 COMMUNICATIONS AND INFORMATION

2.3.1 COMMUNICATIONS, ENQUIRIES AND REQUESTS FOR CLARIFICATION

Except as otherwise set out in this RFP, communications, clarifications and Enquiries from the Proponent related to this RFP should be submitted to the AESO through SharePoint.

- (1) Enquiries
 - (a) All Enquiries in respect of this RFP must be submitted to the AESO by the Deadline for Enquiries.
 - (b) The AESO may, but will not be obligated to, respond to any communications or Enquiries but if it does so, it may respond at such time as it determines.
 - (c) Should the AESO choose to respond, the AESO will provide all Proponents with written responses to Enquiries that are submitted in accordance with this Section 2.3.1 by the date set out in the Timetable. The AESO will post the responses to Enquiries on SharePoint for all Proponents to view, except for those that have been determined to be “commercial in confidence” as described in this RFP. Responses to Enquiries do not form part of the RFP Documents and do not amend the RFP Documents.
 - (d) The AESO will not attribute Enquiries to any Proponent, and the AESO may, in its sole discretion:
 - (i) provide a single response to similar Enquiries submitted by various Proponents;

- (ii) edit the language of any Enquiry for the purpose of clarity;
 - (iii) exclude any submitted Enquiry if, in the AESO's opinion, it is ambiguous or incomprehensible;
 - (iv) exclude any submitted question if the AESO views the question itself as disclosing confidential information (and for this reason it is recommended that Proponents submit confidential information as set out in Section 2.3.1(2) below); or
 - (v) exclude any submitted Enquiry if the response to such Enquiry would require the AESO to disclose information which is subject to confidentiality restrictions or which would be disadvantageous to the RFP Process.
- (e) The AESO may, at its option, hold Q&A sessions at which time the Proponent may seek additional clarification of the RFP. Notice of any such Q&A sessions will be provided through an amendment to this RFP document.
 - (f) It is the Proponent's responsibility to seek clarification from the AESO of any matter regarding the RFP that the Proponent considers to be unclear in accordance with the process set out in this Section 2.3.1.
 - (g) The AESO shall not be responsible for any misunderstanding of the RFP Documents, responses to Enquiries or the RFP Process on the part of any Proponent, including the Successful Proponent, nor shall any Proponent be released in respect of any obligation pursuant to its Proposal or the ILSA resulting from any such misunderstanding.
- (2) Commercial in Confidence Enquiries
- (a) A Proponent may, if it believes that its Enquiry relates to commercially sensitive matters, request the Enquiry be kept confidential by setting out such request in the Enquiry and by clearly marking the Enquiry as "commercial in confidence".
 - (b) The AESO may, in its discretion, respond to the Enquiry submitted as "commercial in confidence" or not as it determines in its discretion. If the AESO concludes, in its discretion and including for purposes of fairness, that the AESO should not respond to an Enquiry on a confidential basis, the AESO will endeavour to notify the Proponent who submitted the Enquiry marked "commercial in confidence" of same within three (3) business days of such Enquiry being submitted to the AESO, and the Proponent may withdraw its Enquiry at any time through SharePoint. If the Proponent does not withdraw its Enquiry within two (2) business days of the AESO's notice, then the Enquiry will be deemed withdrawn.
 - (c) Despite any other part of this RFP, and despite any matter being identified by a Proponent as "commercial in confidence", the AESO may issue one or more communications, Addenda or other responses to all Proponents if the AESO, in its discretion, considers the matter to be a matter of substance that should be

brought to the attention of all Proponents for purposes of fairness in or maintaining the integrity of the RFP competition.

(3) Submission via SharePoint

The following provisions will apply to any communication with the AESO, or the delivery of documents to the AESO through SharePoint where such communications or deliveries are permitted by the terms of this RFP:

- (a) the AESO does not assume any risk or responsibility or liability whatsoever to any Proponent for ensuring that SharePoint 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 if a permitted communication or delivery is not received by the AESO or is received in less than its entirety, within any time limit specified by this RFP, or that a Proponent's transmission is not subject to being intercepted or that the confidentiality of such transmission will not be otherwise comprised during transit; and
- (b) all permitted communications with, or delivery of documents to, the AESO will be deemed as having been received by the AESO on the dates and times indicated on SharePoint.

2.3.2 CLARIFICATION RELATED TO THE PROPONENT'S PROPOSAL

(1) Clarification

- (a) The AESO may, within such timeframe as it determines appropriate:
 - (i) require a Proponent to clarify the contents of its Proposal;
 - (ii) require a Proponent to submit supplementary documentation clarifying any matters contained in its Proposal;
 - (iii) require the Proponent to provide data additional to that required as part of this RFP in order to complete any calculations performed during the evaluation; and
 - (iv) seek a Proponent's acknowledgement of an interpretation by the AESO of the Proponent's Proposal.
- (b) The AESO is not obliged to seek clarification of any aspect of a Proposal.
- (c) A Proponent shall submit the additional information or clarifications to SharePoint, or as otherwise stipulated by the AESO, within the time limit specified by the AESO.

(2) Verification

- (a) The AESO may, in its sole discretion, verify any statement or claim contained in any Proposal or made subsequently by a Proponent. That verification may be

made by whatever means the AESO deems appropriate and may include contacting persons identified in the contact information provided by the Proponent and/or contacting persons other than those identified by any Proponent.

- (b) In submitting a Proposal, a Proponent is deemed to consent to the AESO verifying any information from third parties and receiving additional information regarding the Proponent, and any other person associated with the Proponent as the AESO may require.
- (c) For purposes of any verification pursuant to Sections 2.3.2(2)(a) and 2.3.2(2)(b), the information described may be collected from and disclosed to government and non-government organizations in accordance with applicable law.

2.3.3 CONTACT PERSON/PROHIBITED CONTACTS

- (1) Proponents shall address all requests for clarification with respect to this RFP Process to the AESO in accordance with Section 2.3.1 and shall not submit questions in any other manner.
- (2) No Proponent shall contact or make any attempt to contact:
 - (a) any AESO Representative directly, other than via the SharePoint platform, or through LSSi@aeso.ca if SharePoint is unavailable; or
 - (b) any other Proponent;with respect to its Proposal, any other Proposal, the RFP Documents or the RFP Process.
- (3) Information offered or otherwise obtained from any source other than via SharePoint is not official, may be inaccurate, should not be relied on or used in any way by a Proponent, its Personnel or any other person for any purpose, and will not be binding on the AESO.

2.4 PROPOSAL FORMAT AND CONTENT

- (1) Each Proposal should be submitted in accordance with the requirements set out in Part B.
- (2) Each Proponent should:
 - (a) examine all instructions, terms and conditions, forms and information in the RFP Documents; and
 - (b) in a clear, concise and legible manner, complete and submit all documentation and information required pursuant to the requirements set out in Part B.

2.5 PROPOSAL COMPLIANCE

- (1) For purposes of this RFP:
 - (a) "comply" and "compliance" means that the Proposal conforms to the requirements or terms of the RFP without material deviation;
 - (b) "must" when used in connection with a submission requirement, means a requirement that must be met in order for the Proposal to receive further consideration, and the failure to satisfy same will result in the disqualification of such Proposal; and
 - (c) "should" when used in connection with a submission requirement, means a requirement that has a significant degree of importance to the objective of the RFP, and failure to satisfy same may result in the disqualification of the Proposal.

2.6 CHANGES TO THE RFP

- (1) At any time during the RFP Process the AESO may, without liability, cost or penalty, amend or supplement the RFP Documents in accordance with this Section 2.6.
- (2) The AESO will issue amendments to the RFP Documents by Addenda only. All Addenda will be clearly identified as such by the AESO. All Addenda shall be disseminated via SharePoint.
- (3) Other than Addenda, no other statement, whether oral or written, made by the AESO or any AESO Representative, shall amend the RFP Documents and accordingly, the Proponents shall not be entitled to rely on any other statement from the AESO or any AESO Representative except as set forth in the RFP Documents and Addenda issued pursuant to this Section 2.6.
- (4) Each Proponent is solely responsible to ensure that it has received all Addenda issued by the AESO. Proponents may seek confirmation of the number of Addenda issued under this RFP Process by submitting an Enquiry in accordance with Section 2.3.1.

2.7 PROPOSAL VALIDITY PERIOD/WITHDRAWAL

- (1) Subject to the Proponent's right to withdraw or amend its Proposal before the Submission Deadline, the Proponent's Proposal shall be irrevocable and shall remain in effect, unamended, and open for acceptance by the AESO from and after the Submission Deadline until:
 - (a) the AESO elects not to proceed with the RFP Process or otherwise cancels the RFP Process in accordance with the terms hereof: or
 - (b) the AESO issues a notice to such Proponent pursuant to Section 4.3 (the "Proposal Validity Period"); provided that in no event shall the Proposal Validity Period extend beyond December 31, 2018.

2.8 PROPOSAL SUBMISSION

- (1) The AESO has elected to utilize SharePoint for submission of electronic copies of Proposals. Proponents are required to register to utilize this tool.
- (2) Each Proponent must submit an electronic copy of its Proposal via SharePoint before the Submission Deadline.
- (3) Proponents must submit electronic copies of their Proposals by uploading them via SharePoint. Proposals should be in the same form as prescribed in Part B.
- (4) Each electronic copy of the Proposal will be considered received when a complete Proposal has been uploaded to SharePoint. Only complete Proposals received before the Submission Deadline will be considered to have been received on time. Each Proponent acknowledges that it is solely responsible for the delivery of its Proposal to the AESO and assumes all risk associated with the late delivery of a Proposal.
- (5) The Proposal must be received by the AESO through SharePoint before the Submission Deadline. In respect of Proposals submitted prior to the Submission Deadline, the AESO will send a confirmation of receipt of such submission to the Respondent through SharePoint. Such confirmation is not part of the RFP evaluation and does not signal the AESO's acceptance of a Proponent's Proposal.

2.9 AMENDING OR WITHDRAWING PROPOSALS

- (1) At any time prior to the Submission Deadline, a Proponent may amend a submitted Proposal. Any amendment to a Proposal should clearly indicate what part of the Proposal the amendment is intending to affect or replace. A Proponent may make an amendment to a Proposal by submitting the Prescribed Form – Proposal Amendment or Withdrawal in Part B, Appendix J as well as the evidence/material which is to supplement or replace material that has already been submitted, all of which must be received no later than the Submission Deadline. Proponents will not be permitted to amend a Proposal after the Submission Deadline has passed.
- (2) A Proponent may withdraw a Proposal at any time prior to the Submission Deadline by submitting such withdrawal in the Prescribed Form – Proposal Amendment or Withdrawal in Part B, Appendix J.

2.10 DISCLOSURE ISSUES

- (1) The AESO does not intend to make the identity of the Successful Proponent(s) public, however, each Proponent, by submitting its Proposal, agrees that, if it is a Successful Proponent, the AESO may disclose its identity, procured volume, and term of the executed ILSA as part of the AESO's business practices.
- (2) Each Proponent further agrees that the AESO may provide its Proposal, on a confidential basis, to any person involved in the review and evaluation of Proposals on behalf of the AESO and the AESO may:
 - (a) make copies of such Proposal; and

(b) retain such Proposal.

(3) All Proposals will be considered confidential and will be received and treated in confidence by the AESO.

The AESO may disclose any information with respect to the Proponents and their Proposals as required by applicable law.

2.11 TIMETABLE

(1) The timetable for the RFP Process (the “Timetable”) is set out in this section 2.11 of this RFP.

(2) The AESO may, without liability, cost or penalty and in its sole discretion, and at any time prior to or following the Submission Deadline, amend the Timetable.

(3) If the AESO extends the Submission Deadline, all obligations of Proponents will thereafter be subject to the extended deadline.

(4) Should the AESO choose to hold any RFP Q&A sessions, any such sessions will be held no later than the Submission Deadline.

Issuance of RFP Documents	June 1, 2018
Deadline for Draft ILSA Comments	15:00:00 June 18, 2018
Final ILSA posted	July 3, 2018
Deadline for Enquiries	15:00:00 July 6, 2018
Deadline for Submission of Proposals	15:00:00 July 16, 2018
Successful Proponent selection and notification	Q4 2018
Notification to unsuccessful Proponents	No later than December 31, 2018

3.0 EVALUATION OF PROPOSALS

3.1 ELIGIBILITY CRITERIA

(1) The Proponent must ensure the LSSi Facility meets the following criteria in order to be eligible to provide LSSi (The “Eligibility Criteria”):

(a) the LSSi Facility must be located within the Alberta Balancing Authority Area;

(b) The LSSi Facility must be connected to the AIES;

- (c) the LSSi Facility must be able to provide a minimum of 1 MW of LSSi;
- (d) the LSSi Facility does not participate in the Under Frequency Load Shedding (UFLS) program for time-delayed blocks D1, D2 and D3;
- (e) the LSSi Facility must be able to provide LSSi on the Operational Readiness Date; and
- (f) the LSSi Facility must not be subject to any contract or commitment to curtail for all or part of the load offered for LSSi during the term of the Final ILSA

The LSSi Facility may be an aggregation of several individual loads from various facilities throughout the AIES irrespective of whether the individual loads are electrically separated from each other via transmission or not. However, the LSSi Facility may only be proposed once, either in whole or part, in a Proposal. Further, the AESO reserves the right to disqualify any Proposal that contains the same individual loads from various facilities as any other Proposal submitted pursuant to this RFP.

3.2 EVALUATION PROCESS

- (1) The evaluation of the Proposals and award of ILSA(s) will be conducted by the AESO as follows:

- **Stage 1 - Proposal Completeness and Eligibility Confirmation:** The AESO will assess, on a pass/fail basis, whether the Proposal complies with this RFP, including whether the Proposal contains or includes the required Prescribed Forms at Part B, Appendices C, D, E, H, and I, and other items to be submitted in accordance with Part B of this RFP and whether the LSSi Facility meets the Eligibility Criteria.

In assessing compliance in relation to completeness the AESO will also consider, *inter alia*, whether the Proposal complies with the instructions contained in this RFP or on a Prescribed Form and includes a content submission for each applicable component of each applicable Prescribed Form and includes in or attaches, as applicable, any substantiating evidence or documents specified in the Prescribed Form and methodology or items otherwise required by this RFP.

In assessing compliance in relation to the Eligibility Criteria the AESO will consider, *inter alia*, whether the LSSi Facility set out in Part B, Appendix E meets the Eligibility Criteria and whether the Proponent has executed the Proponent Declaration at Part B, Appendix D.

Proposals that are assessed by the AESO to be incomplete or that do not meet the Eligibility Criteria will be disqualified.

- **Stage 2 - Proposal Evaluation:** If a Proponent's Proposal has passed the completeness stages of evaluation, then the Proposal will be further evaluated by the AESO to score the Proposal based on the scoring mechanism as outlined in Part B, Appendix B. The Proposals will be scored in accordance with the evaluation criteria relating to submitted Availability Factor and pricing for Availability and Arming. The Proponent Score will be obtained from the weighting of the Availability and Arming scores.

- **Stage 3 – Selection of Successful Proponent(s):** The AESO will make a determination as to the Successful Proponent(s) based on the lowest overall Proponent Score. The AESO will rank Proposals from lowest score to highest score. Upon the occurrence of a tied score, the AESO will break such tie by giving preference to the Proposal with the lowest Availability Price, followed, in the event of a further tie, by the Proposal with the lowest Arming Price, in the event of a further tie, the AESO will use a coin flip to determine ranking preference. The AESO will select Proposals from the ranking order to satisfy its need for LSSi.

4.0 FINAL CONTRACT AWARD

4.1 SUCCESSFUL PROPONENT(S)

- (1) The AESO shall determine the Successful Proponent(s) in accordance with the terms of this RFP. Notwithstanding anything else contained herein, the AESO has the sole and final discretion to determine the Successful Proponent(s) based on its assessment of which Proponent's Proposal best meets such Evaluation Criteria outlined in Part B, Appendix B, and the needs of the AESO.
- (2) The AESO is not obliged pursuant to this RFP to deal exclusively with a single Proponent. The AESO may, in its sole and absolute discretion, deal with one or more Successful Proponents and by submitting a Proposal, a Proponent will be deemed to have acknowledged that the AESO may contract with others in relation to this RFP.

4.2 PROPONENT COMMENT ON DRAFT ILSA

- (1) The AESO has provided the Draft ILSA at Part B, Appendix F for Proponent review and comment.
- (2) Proponents may submit any comments they have on the form of the Draft ILSA using Part B, Appendix G no later than the Deadline for Draft ILSA Comments. The AESO reserves the right to reject any comments not provided in the form of Part B, Appendix G, including any comments provided solely through a mark-up of the Draft ILSA.
- (3) The AESO may, in its sole discretion, request further clarification of Draft ILSA Comments from any one, all, or no Proponents.
- (4) The determination of whether or not to accept any requested amendments, additions and deletions to the form of the Draft ILSA is entirely within the AESO's discretion.
- (5) The AESO will issue the Final ILSA by the date set out in the Timetable.

4.3 EXECUTION OF FINAL ILSA

- (1) Once the AESO selects and notifies a Proponent, if any, that they are the Successful Proponent, the Successful Proponent shall sign the Final ILSA in the same form and substance as was issued by the AESO.

- (2) The Successful Proponent shall, no later than five (5) business days after receipt of the Final ILSA, or such later date as may be specified in written notice given by the AESO, enter into and execute the Final ILSA.
- (3) If the Successful Proponent fails or refuses to enter into and execute the Final ILSA as set out in this Section 4.3, the AESO may, in its sole discretion, take any one or more of the following actions:
 - (a) terminate all discussions to enter into the Final ILSA with that Successful Proponent and cancel its identification of such Proponent as the Successful Proponent, whereupon such Proponent acknowledges and agrees that it shall not be entitled to any costs, expenses or damages of any nature from the AESO or the AESO Representatives incurred or suffered by such Proponent as a result of such termination and cancellation;
 - (b) select another Proponent as the Successful Proponent to enter into the Final ILSA;
 - (c) take any of the actions set out in Section 5.8.4; and
 - (d) pursue any other remedy available to the AESO under applicable law.
- (4) The AESO may, in its sole discretion, determine not to procure LSSi from a Successful Proponent if:
 - (a) the AESO elects to exercise its sole discretion pursuant to Section 5.8.3, Section 5.8.4 or Section 4.3(3); or
 - (b) any other material change has occurred with respect to the Successful Proponent or Successful Proponent's Proposal;

and each Proponent acknowledges and agrees that it shall not be entitled to any costs, expenses or damages of any nature from the AESO or the AESO Representatives incurred or suffered by such Proponent or as a result of such determination.

4.4 NOTIFICATION IF NOT SUCCESSFUL

The unsuccessful Proponents shall be notified by the AESO in writing no later than the date set out in the Timetable.

If requested by any unsuccessful Proponent within 30 days of the AESO issuing notice, the AESO will hold a debriefing. The sole purpose of the debriefing session is to assist the Proponent in presenting a better Proposal in subsequent procurements by the AESO and may not be relied upon to challenge the AESO's evaluations or this RFP competition.

5.0 RFP TERMS AND CONDITIONS

5.1 GOVERNANCE

- (1) This RFP shall be governed and construed in accordance with the Governing Law.
- (2) Each Proponent agrees that:
 - (a) any action or proceeding relating to this RFP Process shall be brought in any court of competent jurisdiction in the City of Calgary in the Province of Alberta and for that purpose each Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Alberta court;
 - (b) it irrevocably waives any right to, and will not, oppose any Calgary, Alberta action or proceeding relating to this RFP Process on any jurisdictional basis, including an inconvenient forum; and
 - (c) it will not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Alberta court as contemplated by this Section 5.1(2).

5.2 PROPONENTS' EXPENSES

Each Proponent shall bear all costs and expenses incurred by it relating to any aspect of its participation in this RFP Process, including all costs and expenses related to its involvement in:

- (a) the preparation, presentation and submission of its Proposal;
- (b) due diligence and information gathering processes;
- (c) preparation of responses to questions or requests for clarification from the AESO;
- (d) preparation of the Proponent's own questions during the clarification process; and
- (e) providing comments on the Draft ILSA.

5.3 INVESTIGATION BY PROPONENT AND INFORMATION PROVIDED BY THE AESO

- (1) Each Proponent is solely responsible for conducting its own independent research, due diligence, and any other work or investigations and seeking any other independent advice necessary for the preparation of its Proposal, review of the Draft ILSA, and, in the case of the Successful Proponent(s), the execution of the Final ILSA and the subsequent delivery of LSSi (the "Proponent Responsibilities"). Nothing in the RFP Documents is intended to relieve the Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.
- (2) No Proponent shall claim at any time after submission of its Proposal that there was any misunderstanding with respect to the conditions imposed by the RFP Documents or claim

any reliance or collateral agreement with respect to any information given or statement made with respect to the Proponent Responsibilities or the conditions thereof except as specifically provided in the RFP Documents.

- (3) No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by the AESO or any AESO Representatives for the completeness or accuracy of any information presented in the RFP Documents, during the RFP Process or during the term of the ILSA. Neither the AESO nor any of the AESO Representatives shall be liable to any Proponent or other person as a result of the use of any information contained in the RFP Documents provided during the RFP Process or during the term of the ILSA.

5.4 GENERAL INTERPRETATION

In this RFP:

- (a) references to “Sections” and “Appendices” herein refer to sections and appendices, respectively, of or to this RFP, unless the context otherwise requires;
- (b) any reference to time shall refer to mountain time (being either Mountain Standard Time or Mountain Daylight Saving Time during the respective intervals in which each is in force in the Province of Alberta);
- (c) the headings of the Sections, Appendices and any other headings and captions herein are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this RFP or any provision hereof;
- (d) whenever the singular or masculine or neuter is used it shall be interpreted as meaning the plural or feminine or body politic or corporate, and vice versa, as the context requires;
- (e) references to “including” means including without limitation, and “includes” or other derivatives thereof shall have corresponding meanings; and
- (f) where a term is defined herein, a capitalized derivative of such term shall have a corresponding meaning unless the context otherwise requires.

5.5 CONFIDENTIALITY AND INFORMATION SECURITY

The Proponents acknowledge and agree that all RFP information that the Proponents acquired during the RFP Process from the AESO:

- (a) shall remain the sole property of the AESO and Proponents shall treat it as confidential;
- (b) shall not be used by the Proponents for any other purpose other than submitting a Proposal in response to this RFP;

- (c) shall not be disclosed by the Proponents to any person who is not involved in the Proponent's preparation of its Proposal without prior written authorization from the AESO; and
- (d) if requested by the AESO, shall, in accordance with the AESO request, either be destroyed or returned to the AESO no later than ten (10) calendar days after the request by the AESO to return the RFP information.

5.6 CONFLICT OF INTEREST

Proponents must declare any actual or potential conflicts of interest on the Proposal Submission Form (Part B, Appendix C).

5.7 PROPONENT'S CONSENT TO USE OF PERSONAL INFORMATION

Each Proponent consents, and has obtained the written consent from any individuals identified in its Proposal, to:

- (a) the inclusion of relevant personally-identifiable information in its Proposal regarding individuals identified in the Proposal; and
- (b) the AESO's use of such personally-identifiable information as required to enable the AESO to evaluate such Proposal and for the purposes of communication with such Proponent.

5.8 PRIVILEGE AND DISCRETION CLAUSES

5.8.1 NO OBLIGATION TO PROCEED

This RFP does not constitute an offer of any kind, including an offer to enter into any contract with any person, including any Proponent. No contract of any kind is formed under, or arises from this RFP, including as a result of the submission of a Proposal. No contract is entered into in connection with this RFP save and except pursuant to an executed ILSA. This RFP does not commit or make the AESO responsible in any way, whether in contract, tort or otherwise, to do anything whatsoever, including to proceed with any RFP stage or any other part of the RFP Process.

5.8.2 AESO DISCRETION IN DETERMINING COMPLIANCE AND RANKING AND EVALUATION

- (1) The AESO shall determine, in its sole discretion:
 - (a) whether a Proposal is in compliance with the RFP Documents;
 - (b) the evaluation criteria and the relative weightings thereof;
 - (c) the rankings of Proposals; and
 - (d) whether a Proposal or a Proponent:

- (i) is disqualified; or
 - (ii) will cease to be considered in the evaluation process.
- (2) The AESO may, in its sole discretion in evaluating a Proposal and conducting related activities:
- (a) rely on, consider, or disregard any relevant information and documentation, including any clarifications, more complete, supplementary and additional information or documentation, as the case may be, obtained from any source the AESO considers appropriate in its sole discretion;
 - (b) consider any additional documents and information submitted pursuant to this RFP; and
 - (c) conduct inquiries, reviews and checks, and in confidence obtain and rely on technical, financial, legal, and other input, advice and direction from its advisors.
- (3) If, at any time during the RFP Process, the AESO determines, in its sole discretion, that a Proposal does not comply with the requirements set out in the RFP Documents, the AESO shall be entitled, but not obligated, to disqualify the Proposal, without liability, cost or penalty, in which case the Proposal shall not be given any further consideration.
- (4) Each Proponent acknowledges and agrees that the AESO's evaluation of compliance with the RFP Documents is not an evaluation of absolute compliance and that the AESO may waive failures to comply that, in the AESO's sole discretion, do not constitute material non-compliance.

5.8.3 DISQUALIFICATION

- (1) The AESO may, in its sole discretion, disqualify any Proposal or cancel its decision to make an award under this RFP, at any time prior to the execution of the ILSA by the AESO, if:
- (a) the Proposal is determined by the AESO to be non-compliant pursuant to Section 5.8.2;
 - (b) the Proponent fails to cooperate in any attempt by the AESO to verify any information provided by the Proponent in its Proposal;
 - (c) the Proponent contravenes Section 2.3.3, Section 5.13 or Section 5.14;
 - (d) the Proponent fails to comply with Governing Law;
 - (e) the Proposal contains false or misleading information;
 - (f) the Proposal, in the opinion of the AESO, reveals a material conflict of interest as described in the Proposal Submission Form;
 - (g) the Proponent misrepresents any information provided in its Proposal; or

- (h) there is evidence that the Proponent or any of its Personnel colluded with one or more other Proponents or any of its or their respective Personnel in the preparation or submission of any Proposal.

5.8.4 RIGHTS OF THE AESO

- (1) The AESO may, in its sole discretion and without further notice:
 - (a) conduct reference, credit and other checks with any or all of the references and other sources cited in a Proposal;
 - (b) independently verify any information regarding a Proponent, including directors and officers and Personnel, whether or not contained in any Proposal; and
 - (c) conduct any background investigations that it considers necessary or desirable in the course of the RFP Process.
- (2) Notwithstanding anything else in this RFP, the AESO may, in its sole discretion, without providing reasons, and at any time during the RFP Process:
 - (a) reject any or all of the Proposals;
 - (b) accept any Proposal;
 - (c) if only one (1) Proposal is received, elect to accept or reject it;
 - (d) elect not to proceed with the RFP;
 - (e) alter the Timetable, the RFP Process or any other aspect of this RFP;
 - (f) request an original copy of any Prescribed Form;
 - (g) cancel this RFP and subsequently advertise or call for new proposals for the subject matter of this RFP;
 - (h) cancel this RFP for any reason; and
 - (i) procure more than, less than, or none of the target volume of 315 MW of LSSi.

Without limiting the generality of the foregoing, in submitting a Proposal, each Proponent acknowledges that:

- (j) the AESO may elect to exercise its rights under this Section 5.8.4 if the AESO determines, in its sole discretion, that there was insufficient competition amongst the Proponents to produce an effective RFP Process; and
- (k) the AESO is not necessarily issuing this RFP to obtain LSSi at the best possible price, but rather to obtain the LSSi (in a competitive environment) that best meets the needs of the AESO, as determined by the AESO, in its sole and absolute

discretion, and, as such, the AESO may elect to accept a Proposal which (having regard to all of the evaluation criteria) may not have the lowest price.

- (3) If the AESO determines that all or a significant portion of Proposals submitted are non-compliant or not competitive, the AESO may, in its sole discretion:
 - (a) take any action in accordance with this Section 5.8.4; or
 - (b) carry out a process whereby Proponents are directed to correct the deficiencies in their Proposals for re-submission.
- (4) Subject to any requirements of the Governing Law to the contrary, the AESO will not be obligated to release any information relating to the evaluation of Proposals.

5.9 DOCUMENT OWNERSHIP AND USE

All Proposals submitted to the AESO that are not withdrawn by the Submission Deadline will become the property of the AESO. The AESO may use the concepts, ideas, suggestions or any other materials contained within the Proposals (other than for information regarding prices) for any purposes related to the provision of LSSi, whether or not provided by the applicable Proponent.

5.10 NO COST RECOVERY

The AESO shall not be liable, in any way, to the Proponents for any delays, or costs associated with delays, in the RFP Process and the AESO shall not be liable for any costs, fees or expenses incurred by the Proponents resulting from their participation in the RFP Process.

5.11 LIMITATION OF LIABILITY

- (1) The AESO does not, by issuing this RFP or by any communication or documentation made or provided in connection with this RFP, incur any duty of care or contractual obligation to anyone including Proponents, Personnel of any Proponent or any other persons, and the AESO expressly disclaims any liability or obligation to anyone including all of the foregoing in connection with this RFP. Statements in this RFP of the AESO's expectations and the RFP Process are relied upon or acted upon by all persons including Proponents and their respective Personnel solely at their own risk.
- (2) Notwithstanding any other provision of the RFP Documents, the AESO shall not be liable to any Proponent, nor shall any Proponent be liable to the AESO, for any indirect, economic, consequential, incidental, special, punitive or exemplary damages, including for loss of profits, loss of contract, loss of opportunity or loss of business, which may be suffered or incurred by the other arising out of or connected with the RFP Documents or the RFP Process. Further, the AESO shall not be liable for any expense, cost, loss or damage occurred or suffered by any Proponent, or any person connected with any Proponent, as a result of any action referred to in this Section 5.11.
- (3) This is a "Request for Proposals" and not an "Invitation to Tender". This procurement process is not intended to create and shall not create a formal legally binding bidding process, and shall instead be governed by the law applicable to direct commercial

negotiations. For greater certainty and without limitation no Proponent shall have the right to make any claims against the AESO with respect to the award of a contract, failure to award a contract or failure to honour a response to the RFP. No legal relationship or obligation shall be created between any Proponent and the AESO until the successful conclusion and execution of an ILSA.

- (4) The AESO reserves the right to:
- (a) accept or reject a Proposal;
 - (b) amend, suspend, postpone, cancel, or extend the closing of this RFP or any future stage of the procurement process;

in each case without incurring liability to any person, including Proponents and their respective Personnel.

5.12 PRIORITY OF DOCUMENTS

If there is a conflict between the main body of the RFP and the Timetable, the information in the Timetable shall prevail over the main body of the RFP. If there is a conflict between the RFP Documents and the Draft ILSA or Final ILSA, the terms and conditions and provisions of the Draft ILSA or Final ILSA shall prevail over the other RFP Documents, including the Timetable. The Final ILSA shall prevail over the Draft ILSA.

5.13 PUBLIC STATEMENTS

Each Proponent, including the Successful Proponent, shall instruct its Personnel not to issue any public statement or news release pertaining to this RFP Process without the prior written consent of the AESO.

5.14 NO LOBBYING

Proponents and their respective Personnel are strictly prohibited from engaging in any form of lobbying whatsoever in relation to the procurement for LSSi or with a view to influencing the outcome of this RFP Process. Failure to comply with this provision by a Proponent, or any of its Personnel may result in disqualification of such Proponent from the RFP Process.

REQUEST FOR PROPOSALS

PART B: PROPOSAL INSTRUCTIONS & REQUIREMENTS

The Proposal:

1. Must be delivered through SharePoint on or before the Submission Deadline. A Proposal submitted after the Submission Deadline will not be considered. The electronic copy delivered through SharePoint must be fully transmitted and fully received by the AESO prior to the Submission Deadline;
2. Must be in English only;
3. Should include original or PDF format signature pages of any and all Prescribed Forms and other submissions requiring the signature of an individual whether in his or her own capacity or on behalf of an entity;
4. Should be clearly subject titled “[Proponent’s Name] - LSSi Proposal”;
5. Should include only those Prescribed Forms and other information and documents to be provided by the Proponent as stipulated in “Table – Prescribed Forms for Submission” below, and as otherwise set out in this Part B;
6. Should use Canadian Dollars when providing financial information and if converting from another currency, identify the method and date of conversion where applicable;
7. Should include page numbers on each page except where the format of such document precludes the use of page numbers;
8. Should ensure that Prescribed Forms are submitted in the required format, either Excel format, Word format or as PDF documents created from Word or Excel documents;
9. Should be prepared having regard to the RFP, including the definitions set out in Part B, Appendix A of this RFP; and
10. Should be organized as follows:

Table – Prescribed Forms for Submission

Submission Content Requirements
Appendix C - Proposal Submission Form
Appendix D – Proponent Declaration Form
Appendix E - Proposed LSSi Facility Information
Appendix H - Submitted Price and Volume
Appendix I - Availability Factor Submission

**APPENDIX A
GLOSSARY OF TERMS**

TERM OR ACRONYM	MEANING
Addenda	Means all documents issued by the AESO which amend this RFP and "Addendum" means any one of them.
AESO and "ISO"	Has the meaning given the term independent system operator in the EUA.
AESO Board	Means the Board Members of the AESO.
AESO Representative	Means an officer, employee, subcontractor, agent, consultant or other representative of the AESO.
AIES	Has the meaning given the term "interconnected electric system" in the EUA.
Appendix or Appendices	Means each Appendix and all Appendices that form part of this RFP and includes each and all of them as submitted in a Proposal.
Available and Availability	Means, in any given period, all hours in such period in which the LSSi Facility is able to provide all or a portion of LSSi.
Availability Factor	Means the Availability score calculated pursuant to Part B, Appendix I.
Availability Price	Means the price offered by the Proponent for the Availability of LSSi pursuant to the ILSA.
Availability Score	Means the Proponent score for Availability calculated pursuant to Part B, Appendix B.
Arming Price	Means the price offered by the Proponent for arming LSSi pursuant to the ILSA.
Arming Score	Means the Proponent score for Arming Price calculated pursuant to Part B, Appendix B.
Comply and Compliance	Is as defined in Part A, Section 2.5.
Deadline for Enquiries	Means the deadline for Enquiries as set out in the Timetable.
Draft ILSA	Means the form of ILSA attached hereto at Appendix F.

Draft ILSA Comments	Means the contractual terms and conditions, if any, proposed by the Proponent to form part of the ILSA pursuant to Part B, Appendix F.
Eligibility Criteria	Means the criteria set out in Part A, Section 3.1(1).
Enquiry	Means a request by a Proponent to the AESO for information or clarification.
EUA	Means the <i>Electric Utilities Act (Alberta)</i> .
Final ILSA	Means the form of the ILSA as amended by the AESO, in its sole discretion, following receipt of Draft ILSA Comments and which the Successful Proponent will be required to execute.
Governing Law	Means the laws of the Province of Alberta and the laws of Canada.
ILSA	Means the written Import Load Shed Agreement resulting from this RFP Process and as executed by the AESO and the Successful Proponent, in the form of, or based upon, the Draft ILSA
ISO Glossary	Means the ISO Consolidated Authoritative Document Glossary as amended, supplemented, replaced or otherwise modified from time to time.
LSSi Facility	Means the facility or facilities described in Part B – Appendix E by the Proponent.
Load Shed Services for imports or LSSi	Means the “Load Shed Service” as defined in the ISO Glossary allocated to the British Columbia and Montana intertie.
Operational Readiness Date	Means on or before 00:00 hours on January 1, 2019.
Person(s)	Means and includes any natural person, corporation, limited partnership, general partnership, limited liability partnership, joint venture, association, company, limited liability company, trust, bank, or other organization, whether or not a legal entity.

Personnel	Means with respect to a Proponent or any other Person, its partners, members, directors, officers, employees, agents, subcontractors or other representatives.
Prescribed Form	Means each form described herein as a prescribed form and attached hereto as an appendix.
Proponent	Means a person that submits, or participates in this RFP and does not submit, a Proposal for the provision of LSSi.
Proponent Representative	Means the natural person who is identified as fully and duly authorized to represent, and is the duly authorized signatory to legally bind, the Proponent in any and all matters related to this RFP and a Proponent's Proposal.
Proponent Responsibilities	Has the meaning assigned to it in Part A, Section 5.3(1).
Proponent Score	Means the score determined by the AESO based on the scoring mechanism set out in Part B, Appendix B.
Proposal	Means any offer to provide the LSSi in connection with this RFP as submitted by a Proponent for the AESO's consideration.
Proposal Assessment and Scoring	Means the process by which the AESO will assess and score Proposals as set out in Part A, Section 3.1 and Part B, Appendix B.
Proposal Documents	Means those documents required to be included as outlined in Part B of this RFP and listed in Table – Prescribed Forms for Submission.
Proposal Submission Form	Means the Proposal Submission Form attached hereto as Part B, Appendix C.
Proposal Validity Period	Has the meaning assigned to it in Part A, Section 2.7.
Request for Proposals or RFP	Means this request for proposals, including all RFP Documents, issued by the AESO to retain an LSSi Service Provider.
RFP Documents	Has the meaning assigned to it in Part A, Section 2.1.

RFP Process	Means this request for proposals process to select an LSSi Service Provider.
Service Provider	Means the Person with an obligation to provide LSSi to the AESO pursuant to an ILSA
SharePoint	Has the meaning assigned to it in Part A, Section 2.2.
Submission Deadline	Means the deadline for submission of Proposals as set out in the Timetable.
Successful Proponent(s)	Means the Proponent(s), if any, that are selected to be awarded an ILSA.
Timetable	Has the meaning assigned to it in Part A, Section 2.11.

**APPENDIX B
SCORING AND EVALUATION CRITERIA**

Eligibility Requirements

The Proponent’s LSSi Facility must meet the Eligibility Criteria and the submitted Availability Factor, which should be expressed in decimal form, must be greater than zero and no greater than 1. These are pass/fail requirements that will be evaluated as set out in Stage 1 of Part A, Section 3.2.

Calculation of Proponent Score

The Proposals will be scored and evaluated as part of Stage 2 of the evaluation process, further described in Part A, Section 3.2. The scoring mechanism is as follows:

A. Availability (60%):

Assessed based on the Availability Score. The Availability Score is calculated by dividing the Submitted Availability Price (Part B, Appendix H) by the Availability Factor (Part B, Appendix I), with the formula for such calculation being:

$$\text{Availability Score} = \frac{\text{Submitted Availability Price}}{\text{Availability Factor}}$$

B. Arming (40%):

Assessed based on the Arming Score. The Arming Score is the Submitted Arming Price (Part B, Appendix H), represented as:

$$\text{Arming Score} = \text{Submitted Arming Price}$$

C. Proponent Score:

The Proponent Score will be calculated as follows:

$$\text{Proponent Score} = [\text{Availability Score} \times 60\%] + [\text{Arming Score} \times 40\%]$$

**APPENDIX C
PRESCRIBED FORM – PROPOSAL SUBMISSION FORM**

Proposal Submission Form Instructions

PROPOSERS SHALL EXECUTE THIS PROPOSAL SUBMISSION FORM AS FOLLOWS:

- (1) in the case of a corporation, company or other body corporate, an authorized signing officer shall sign this Proposal Submission Form; and
- (2) in the case of a partnership, limited partnership or limited liability partnership, a duly authorized partner shall sign this Proposal Submission Form and have his/her signature witnessed.

EACH PROPONENT SHALL DISCLOSE IN THIS PROPOSAL SUBMISSION FORM ANY DIRECT OR INDIRECT POTENTIAL OR ACTUAL CONFLICTS OF INTEREST THAT IT HAS OR MAY HAVE AS A SERVICE PROVIDER UNDER THE TERMS AND CONDITIONS OF THE ILSA OR AS A PROPONENT PURSUANT TO THE RFP.



PROPOSAL SUBMISSION FORM

TO: Independent System Operator, operating as the AESO

RE: Request for Proposals for Load Shed Services for imports issued by the AESO on June 1, 2018 (the "RFP")

1. Proponent Information

(a) Proponent's registered legal business name and any other name under which it carries on business:

(b) Proponent's address and telephone numbers:

(c) Name, address, telephone, and e-mail of the contact person(s) for the Proponent:

(d) Name of the person who is primarily responsible for the Proposal:

(e) Whether the Proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, a Consortium (and if so, the structure of the Consortium) or other legally recognized entity:

2. Offer

With respect to the above noted RFP, we confirm as follows:

- (a) capitalized terms used in this Proposal Submission Form shall have the meanings given thereto in the RFP;
- (b) we have examined the RFP Documents and confirm that we have received all pages of the RFP Documents;
- (c) we have made any necessary inquiries with respect to Addenda issued by the AESO and have ensured that we have received and examined all Addenda to the RFP Documents;
- (d) by the submission of our Proposal, we submit a binding offer to provide LSSi in accordance with the terms and conditions of the Final ILSA, and in accordance with the RFP Documents;
- (e) our Proposal is based on the terms and conditions of the RFP Documents;
- (f) the prices contained in Part B, Appendix H are based on the terms and conditions of the RFP Documents; and
- (g) we agree to hold our Proposal open for acceptance until the expiration of the Proposal Validity Period set out in the RFP Documents.

We affirm and declare that we have sufficiently informed ourselves in all matters affecting the cost of LSSi, that we have checked our Proposal for errors and omissions and that the prices stated in this Proposal are each correct and as intended. It is further understood that if we are the Successful Proponent and if the ILSA is executed by the AESO as contemplated in the RFP, we will be compensated for LSSi as provided in accordance with the executed ILSA.

3. Conflict of Interest and Confidential Information

- (a) We confirm that we do not have any direct or indirect actual or perceived conflict of interest or any other type of unfair advantage in submitting our Proposal or performing or observing the ILSA, except to the extent that such conflict of interest or potential conflict of interest is disclosed in this Proposal Submission Form.
- (b) We confirm that we have not colluded with any other Proponent nor have we engaged in any political or other lobbying activity with a view of influencing the outcome of this RFP Process.
- (c) We confirm that we have not had access to the AESO’s confidential information, other than the RFP Documents themselves, with respect to this RFP Process, except as disclosed in this Proposal Submission Form.

Conflict of Interest

The following are existing or potential conflicts of interest:

[Proponent to add rows as necessary.]

OR

We confirm that we do not have any existing or potential conflicts of interest.

[Proponent to strike out and initial the statement that is NOT APPLICABLE.]

Confidential Information

We have access to the following confidential information relating to the RFP Process:

[Proponent to add rows as necessary.]

OR

We confirm that we do not have access to any confidential information relating to the RFP Process other than the RFP Documents.

[Proponent to strike out and initial the statement that is NOT APPLICABLE.]

[Signature Page Follows]

Signed by person or persons
authorized to bind the Proponent
in accordance with the *Proposal
Submission Form Instructions*

Signed by person or persons
authorized to bind the Proponent
in accordance with the *Proposal
Submission Form Instructions*

Signed by person or persons
authorized to bind the Proponent
in accordance with the *Proposal
Submission Form Instructions*

Print Name and Title of Person
Signing

Print Name and Title of Person
Signing

Print Name and Title of Person
Signing

**APPENDIX D
PRESCRIBED FORM – PROPONENT DECLARATION**

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Proponent Declarations, unless otherwise stated, have the meanings ascribed to them in the RFP.

Instructions Applicable to Prescribed Form – Proponent Declarations

- Apart from the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form.
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Submission.
- The signature required for this Prescribed Form must be that of the Proponent's Representative.

Prescribed Form – Proponent Declarations

STATUTORY DECLARATION IN THE MATTER OF the AESO and [name of Proponent] under the RFP.

Capitalized terms not defined herein have the meanings ascribed to them in the RFP.

I, [insert name of Proponent's Representative], of the [insert City/Town] [insert name of Province or State/Country] DO SOLEMNLY DECLARE, on behalf of the Proponent, without personal liability, the following:

- a) I am the / an [insert office held, e.g. president, director, etc.] of the Proponent and have knowledge of the matters herein declared.
- b) To the best of its knowledge, the Proponent is not aware of any facts or circumstances that would prevent it from executing, or complying with the terms and conditions of, the ILSA.
- c) The LSSi Facility meets the Eligibility Criteria including that it:
 - (i) is located within the Alberta Balancing Authority Area;
 - (ii) is connected to the AIES;
 - (iii) is able to provide a minimum of 1 MW of LSSi; and
 - (iv) does not participate in the Under Frequency Load Shedding (UFLS) program for time-delayed blocks D1, D2 and D3.
- d) The Proponent is not aware of the LSSi Facility being subject to any contract or commitment to curtail for all or part of the load offered for LSSi during the Term of the Final ILSA.
- e) The LSSi Facility is reasonably expected by the Proponent to be capable of operation on or before Operational Readiness Date.
- f) The Proponent has not, nor has any Proponent team member engaged in any activity or communication that would constitute a Conflict of Interest or engaged in any activity or communication that results in collusion or a violation of any of the civil or criminal code provisions of the *Competition Act* (Canada).
- g) The LSSi Facility, to the best of the Proponent's knowledge, is not being proposed, either in whole or part, in any other proposal submitted in relation to this RFP.



**Load Shed Services for imports
Request for Proposals**

AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.

Name of Declarant <u>[insert name of declarant]</u>	Declared before me <u>[insert City, Town]</u> in the Province/State of <u>[insert name of Province/State]</u> this ____ day of _____, 2018
Signature of Declarant	Name of Commissioner of Oaths/Notary Public <u>[insert name of Commissioner of Oaths/Notary Public]</u>
[Statutory declarations must be solemnly declared and signed before a commissioner of oaths or Notary Public if declared in Alberta and declared before a Notary Public if declared outside Alberta]	Signature of Commissioner of Oaths/Notary Public

**APPENDIX E
PRESCRIBED FORM – PROPOSED LSSi FACILITY**

[Proponent must complete one form per submitted LSSi facility]

LSSi facility name	
Asset ID	
Owner of LSSi facility	
Operator of LSSi facility	
Physical address	
GPS location	
Substation ID (number, name)	
Operational Readiness Date	
LSSi facility volume (MW)	

**APPENDIX F
DRAFT ILSA**

**APPENDIX G
PRESCRIBED FORM – DRAFT ILSA COMMENTS**

Each Proponent is to summarize comments or suggested revisions (if any) which it has on the Draft ILSA in the table format provided below. These responses will be considered as described in Part A, Section 4 of this RFP. Proponents are also encouraged to focus on significant issues or concerns rather than non-substantive wording changes.

If a Proponent has suggested revisions then the Proponent can identify those revisions in column B and then provide a comment or rationale for such revisions in column C as indicated in the table.

A Proponent may also provide a marked-up copy of the Draft ILSA. However, the AESO has the sole discretion to determine if a marked-up copy of the Draft ILSA will be considered or reviewed if the table below is not also completed. The AESO may, in its sole discretion, request additional clarification of any proposed revision, comment, or rationale.

(A) Schedule or Section	(B) Describe proposed revision in the Draft ILSA	(C) Provide comment or rationale for proposed revision or resolution

**APPENDIX H
PRESCRIBED FORM – SUBMITTED PRICE AND VOLUME**

The prices submitted below will be used to determine the Proponent Score (as described in Part B, Appendix B – Scoring and Evaluation Criteria)

Submitted Availability Price = \$_____./MW CAD to two decimal points

Submitted Arming Price = \$_____./MW CAD to two decimal points

Submitted Contract Volume = _____ MW as a whole number

The Submitted Availability Price and Submitted Arming Price must be equal to or greater than zero and should be provided to two decimal places. If the Submitted Availability Price and Submitted Arming Price are not provided to two decimal places, then any required, but not provided, Submitted Availability Price and Submitted Arming Price digits will be deemed to be zero. If either the Submitted Availability Price or Submitted Arming Price is provided to three or more decimal places, then all such decimal places, other than the first two decimal places, will be deemed to be zero. If the Submitted Contract Volume is provided with any decimal places, then all such decimal places will be deleted.

**APPENDIX I
PRESCRIBED FORM – AVAILABILITY FACTOR SUBMISSION**

The Availability Factor submitted by the Proponent will be used in evaluating the Proposal. The Proponent must provide an Availability Factor which should be calculated as follows:

Availability Factor = average hourly load (MW) (one value per hour) for the LSSI Facility divided by the proposed Contract Volume from Part B, Appendix H (MW).

- The Availability Factor should be calculated to two decimal points.
- The hourly load will include those periods that the load is not consuming due to an outage whether planned or unplanned.
- The Availability Factor must be expressed in decimal form and be greater than zero and no greater than 1.

Proponents must submit one of the following:

1. **2017 Availability Factor:** Average hourly load will be the hourly load consumption for all hours for the LSSI Facility, from January 1, 2017 through December 31, 2017.

The data should be provided in the Microsoft Excel file template attached as Exhibit A to this Part B, Appendix I, in order to calculate an Availability Factor for the LSSi Facility. A Proponent providing LSSi from more than one facility should populate the additional Microsoft Excel columns as provided in the template for each facility within the Microsoft Excel file. The Microsoft Excel data for each facility included should contain 8760 values with each cell representing one hour within the 2017 calendar year.

OR

2. **Deemed Availability Factor:** The Proponent must provide a report, with data presented in a form similar to that contained in Exhibit A, confirming the Availability Factor certified by an independent professional engineer registered with the Association of Professional Engineers and Geoscientists of Alberta (APEGA). The report should include any information necessary to support the Availability Factor, including a description of the LSSi Facilities if required, and an Availability Factor calculation based upon the expected average load for the LSSi Facilities over the three year period from January 1, 2019 to December 31, 2021.

The AESO reserves the right, in its sole discretion, to perform the Availability Factor calculation in accordance with the foregoing parameters, presume blank entries as zeros and, where the Availability Factor has not been provided to two decimal points, to deem missing decimals as zero and deem any decimal points other than the first two decimal points as zeros. The AESO has no obligation to verify the accuracy of the Proponent's Availability Factor calculation. In the event of a discrepancy between the Proponent's Availability Factor calculation and the AESO's Availability Factor calculation, the AESO's Availability Factor calculation will prevail.

Exhibit A

Availability Factor Excel File Template



**APPENDIX J
PRESCRIBED FORM – PROPOSAL AMENDMENT OR WITHDRAWAL**

All capitalized terms used in this Prescribed Form - Proposal Amendment or Withdrawal, unless otherwise stated, have the meanings ascribed to them in the RFP.

Proponent Name: _____

[Select one of the options below]

I wish to withdraw the Proposal:

[Description of the Proposal being withdrawn]

The Proponent acknowledges and agrees that by submitting a withdrawal request for the Proposal, the Proposal will be deemed withdrawn under the RFP effective upon the AESO's receipt of a completed withdrawal request.

I wish to amend the Proposal:

[Insert Description of the Proposal being amended]

[Provide the reasons for the amendment to the Proposal]

[Provide a description of the specific aspects of the Proposal that are being deleted, superseded or amended, together with a list of all the specific materials which are to supplement or amend the materials that have already been submitted.]

The Proponent acknowledges that the amendment of the Proposal will not be completed unless all replacement materials are received by the AESO no later than the Submission Deadline.

Name of Proponent's Representative

Signature of Proponent's Representative
