

Request for Proposals

FOR THE **LOAD SHED SERVICE FOR IMPORTS** PROCUREMENT COMPETITION



REQUEST FOR PROPOSALS

DATE ISSUED: OCTOBER 28, 2020

SUBMISSION DEADLINE: DECEMBER 10, 2020 AT 3:30 P.M. MST

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



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

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TABLE OF CONTENTS

	Page
PART A: TERMS & CONDITIONS.....	1
1.0 RFP INTRODUCTION AND OVERVIEW	1
1.1 AESO CORPORATE OVERVIEW.....	1
1.2 PURPOSE.....	2
1.3 RFP BACKGROUND & SCOPE	2
2.0 PROPONENT INSTRUCTIONS	3
2.1 RFP DOCUMENTS.....	3
2.2 DISTRIBUTION OF DOCUMENTS – ELECTRONIC DISTRIBUTION	3
2.3 COMMUNICATIONS AND INFORMATION.....	3
2.3.1 COMMUNICATIONS, ENQUIRIES AND REQUESTS FOR CLARIFICATION.....	3
2.3.2 CLARIFICATION RELATED TO THE PROPONENT’S PROPOSAL.....	5
2.3.3 CONTACT PERSON/PROHIBITED CONTACTS	6
2.4 PROPOSAL FORMAT AND CONTENT	6
2.5 PROPOSAL COMPLIANCE	7
2.6 CHANGES TO THE RFP.....	7
2.7 PROPOSAL VALIDITY PERIOD/WITHDRAWAL.....	7
2.8 PROPOSAL SUBMISSION.....	8
2.9 AMENDING OR WITHDRAWING PROPOSALS	8
2.10 DISCLOSURE ISSUES	8
2.11 TIMETABLE	9
3.0 EVALUATION OF PROPOSALS	10
3.1 ELIGIBILITY CRITERIA	10
3.2 EVALUATION PROCESS.....	10
4.0 FINAL CONTRACT AWARD.....	11
4.1 SUCCESSFUL PROPONENT(S)	11
4.2 PROPONENT COMMENT ON DRAFT ILSA	11
4.3 EXECUTION OF FINAL ILSA.....	12

TABLE OF CONTENTS
(continued)

	Page
4.4 NOTIFICATION IF NOT SUCCESSFUL.....	13
5.0 RFP TERMS AND CONDITIONS.....	13
5.1 GOVERNANCE.....	13
5.2 PROPONENTS' EXPENSES.....	13
5.3 INVESTIGATION BY PROPONENT AND INFORMATION PROVIDED BY THE AESO	13
5.4 GENERAL INTERPRETATION	14
5.5 CONFIDENTIALITY AND INFORMATION SECURITY.....	14
5.6 CONFLICT OF INTEREST	15
5.7 PROPONENT'S CONSENT TO USE OF PERSONAL INFORMATION.....	15
5.8 PRIVILEGE AND DISCRETION CLAUSES	15
5.8.1 NO OBLIGATION TO PROCEED.....	15
5.8.2 AESO DISCRETION IN DETERMINING COMPLIANCE AND RANKING AND EVALUATION	15
5.8.3 DISQUALIFICATION	16
5.8.4 RIGHTS OF THE AESO	17
5.9 DOCUMENT OWNERSHIP AND USE.....	18
5.10 NO COST RECOVERY	18
5.11 LIMITATION OF LIABILITY	18
5.12 PRIORITY OF DOCUMENTS.....	19
5.13 PUBLIC STATEMENTS.....	19
5.14 NO LOBBYING	19
PART B: PROPOSAL INSTRUCTIONS & REQUIREMENTS	20
APPENDIX A GLOSSARY OF TERMS.....	22
APPENDIX B EVALUATION CRITERIA.....	25
APPENDIX C PRESCRIBED FORM – PROPOSAL SUBMISSION FORM.....	26
APPENDIX D PRESCRIBED FORM – PROPONENT DECLARATION	30
APPENDIX E PRESCRIBED FORM – PROPOSED LSSI FACILITY INFORMATION.....	33
APPENDIX F DRAFT ILSA.....	35
APPENDIX G PRESCRIBED FORM – DRAFT ILSA COMMENTS.....	36
APPENDIX H PRESCRIBED FORM – SUBMITTED PRICE AND VOLUME	37

REQUEST FOR PROPOSALS

PART A: TERMS & CONDITIONS

1.0 RFP INTRODUCTION AND OVERVIEW

1.1 AESO CORPORATE OVERVIEW

The mandate of the Independent System Operator, operating as the Alberta Electric System Operator (“AESO”), is derived from the Electric Utilities Act (“EUA”) and related regulations. The AESO is governed by its Board which is comprised of individuals appointed by the Minister of Energy. 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;
- Administering renewable electricity programs; 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 “System”). Load Shed Service for imports (“LSSi”) is one of the initiatives that the AESO has undertaken to restore the interties’ available transfer capability. This Request for Proposals (“RFP”) is intended to assist the AESO in fulfilling this mandate through the procurement of LSSi from one or more selected service providers.
- (2) The use of LSSi during import periods helps to maintain system reliability by arresting frequency decay to reduce the risk of firm load shed on the System should the intertie trip while operating above certain import levels.

1.3 RFP BACKGROUND & SCOPE

- (1) On September 17, 2020, the AESO released a Request for Expressions of Interest (“REOI”) for LSSi. All information issued during the REOI stage is available on the LSSi procurement page of the AESO’s website (<https://www.aeso.ca/market/ancillary-services/load-shed-service-for-imports/>).
- (2) The AESO has identified a need to procure a target volume of 300 MW and may procure up to 450 MW of LSSi. However, the AESO may, in its sole discretion procure an amount equal to, lesser than, or greater than, the identified range.
- (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 the Service Term.
- (4) The maximum volume of LSSi the AESO will procure from an LSSi Facility will not exceed 150 MW.
- (5) The minimum volume of LSSi the AESO will procure from an LSSi Facility is 5.0 MW.
- (6) In order to be successful in this RFP, Proponents must meet the Eligibility Criteria and provide LSSi by the commencement of the Service Term.
- (7) The AESO intends to award one or more Import Load Shed Agreement(s) (“ILSA(s)”) for the provision of LSSi through a fair, open, 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.
- (8) The RFP Process commences with the issuance of these RFP Documents in the Bonfire Site 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.

- (9) 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 RFP stage of the Competition will be run through an online procurement site called Bonfire (the "Bonfire Site"). The AESO will utilize the Bonfire Site to distribute all RFP Documents. The Proponent is solely responsible for making appropriate arrangements to receive and access the RFP Documents through the Bonfire Site.

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 the Bonfire Site.

- (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 the Bonfire Site for all Proponents to view, except for those that have been determined to be commercial in confidence. 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 the Bonfire Site. 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 the Bonfire Site

The following provisions will apply to any communication with the AESO, or the delivery of documents to the AESO through the Bonfire Site 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 Bonfire Site 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 the Bonfire Site.

(4) The AESO has posted a link to the LSSi Competition on the Alberta Purchasing Connection but will not accept Proposals through that platform. All Proposals must be submitted using the Bonfire Site.

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 the Bonfire Site, 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 Bonfire Site, or through LSSi@aeso.ca if the Bonfire Site 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 through the Bonfire Site 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 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 the Bonfire Site.
- (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 June 30, 2021.

2.8 PROPOSAL SUBMISSION

- (1) The AESO has elected to utilize the Bonfire Site 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 the Bonfire Site before the Submission Deadline of December 10, 2020, 3:30 pm Mountain Standard Time ("MST"). The calendar and clock on the Bonfire Site whether accurate or not, will establish the time of delivery.
- (3) Proponents must submit electronic copies of their Proposals by uploading them via the Bonfire Site. 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 the Bonfire Site. 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 the Bonfire Site before the Submission Deadline. In respect of Proposals submitted prior to the Submission Deadline, the Bonfire Site may send a confirmation of receipt of such submission to the Respondent. 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 using the functionality of the Bonfire Site. 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 using the functionality of the Bonfire Site to remove a previously uploaded Proposal.

2.10 DISCLOSURE ISSUES

- (1) The AESO may make the identity of the Successful Proponent(s) public, and each Proponent, by submitting its Proposal, agrees that, if it is a Successful Proponent, the AESO may publish or otherwise disclose its identity, procured volume, number of awarded ILSAs, average or range of successful Arming Prices, 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	October 28, 2020
Deadline for Draft ILSA Comments	3:30 p.m. MST November 12, 2020
Final ILSA posted	November 26, 2020
Deadline for Enquiries	3:30 p.m. MST December 1, 2020
Deadline for Submission of Proposals	3:30 p.m. MST December 10, 2020
Successful Proponent selection and notification	By March 15, 2021
Notification to unsuccessful Proponents	No later than June 30, 2021
Submission of report certifying compliance with the LSSI Requirements	On or before October 1, 2021
Commencement of Service Term	January 1, 2022

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) must be located within the Alberta Balancing Authority Area and be connected to the System;
 - (b) must be able to provide a minimum of five point zero (5.0) MW of LSSi;
 - (c) may be an aggregation of several individual loads from various facilities throughout Alberta that are connected to the System irrespective of whether the individual loads are electrically separated from each other via transmission or not;
 - (d) the LSSi Facility does not participate in the Under Frequency Load Shedding (“UFLS”) program for time-delayed blocks D1, D2 and D3;
 - (e) must be able to provide LSSi by the commencement of the Service Term;
 - (f) must not have any contract or commitment with a third Person to curtail for all or part of the load offered for LSSi; and
 - (g) the amount of load offered will not exceed the amount of 150 MW from the LSSi Facility.

LSSi Load may only be proposed in a single Proposal. The AESO reserves the right to disqualify any Proposal that contains the same LSSi Load 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 and H, 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 and eligibility stage of evaluation, then the Proposal will be further evaluated by the AESO to rank the proposal based on the evaluation criteria set forth in Appendix B – Evaluation Criteria to determine the Arming Price ranking.
In completing the Arming Price ranking, the AESO will consider the information provided in Appendix H – Submitted Price and Volume. Such ranking shall be from lowest Arming Price to the highest Arming Price, with those Proposals having the lowest Arming Price having the highest priority.
- **Stage 3 – Selection of Successful Proponent(s):** The AESO will make a determination as to the Successful Proponent(s) by selecting Proposals based on the highest priority in the Arming Price ranking order to satisfy its need for LSSi.

The AESO reserves the right to award ILSAs in respect of Proposals with Arming Prices higher than the Arming Prices of unsuccessful Proposals if: such unsuccessful Proposals are Ineligible, Disqualified, or are otherwise rejected pursuant to the terms of this RFP.

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. Comments should be submitted through the Bonfire Site as an Enquiry with the form attached and 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);
 - (b) any other material change has occurred with respect to the Successful Proponent or Successful Proponent's Proposal; and

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 business 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 300 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 the Bonfire Site on or before the Submission Deadline. A Proposal submitted after the Submission Deadline will not be considered. The electronic copy delivered through the Bonfire Site must be fully transmitted and fully received by the AESO prior to the Submission Deadline;
2. Must be in English;
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 and LSSi Facility Name] – LSSi Proposal”;
5. Should include only those Prescribed Forms and documents, drawings or other information to be provided by the Proponent as stipulated in each Prescribed form and 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 Word format or as PDF documents created from Word, Excel, or other document formats;
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 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.
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.
Arming Price	Means the price offered by the Proponent for arming LSSi pursuant to the ILSA.
Bonfire Site	Has the meaning assigned to it in Part A, Section 2.2.
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 all LSSi Load and associated equipment from which the Service Provider intends to provide LSSi, located at the facility or facilities as described in Appendix E – Prescribed Form Proposed LSSi Facility Information.
LSSi Load	Means the load or loads proposed to provide LSSi from each facility, as described in Appendix E – Prescribed Form Proposed LSSi Facility Information.
LSSi Requirements	Means the LSSi Eligibility and Requirements included in the ILSA as Schedule “B”.
Load Shed Service for imports or LSSi	Means the “Load Shed Service” as defined in the ISO Glossary allocated to the British Columbia and Montana intertie.
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).
Proposal	Means any offer to provide the LSSi in connection with this RFP as submitted by a Proponent for the AESO's consideration.
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
Service Term	Means the term of provision of LSSi, starting January 1, 2022 and ending on December 31, 2024.
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 for the Service Term.
System	Means the "interconnected electric system" as such term is defined in the EUA.
Timetable	Has the meaning assigned to it in Part A, Section 2.11.

APPENDIX B EVALUATION CRITERIA

Stage 1: Proposal Completeness and Eligibility Confirmation

The Proponent's LSSi Facility must meet the Eligibility Criteria. This is a pass/fail requirement that will be evaluated as set out in Stage 1 of Part A, Section 3.2.

Stage 2: Evaluation

The Proposals that passed Stage 1 of the evaluation will be ranked by Arming Price in stage 2 of the evaluation process as further described in Part A, Section 3.2 of this RFP.

The **Arming Price ranking** will take place as follows:

- The AESO will rank Proposals based on the Arming Price submitted in the Proposal (Part B, Appendix H – Prescribed Form Submitted Price and Volume). The ranking shall be from the lowest Arming Price to the highest Arming Price, with those Proposals with the lowest Arming Prices having the highest priority.
- If an Arming Price is not provided to two decimal places, then any required, but not provided, Arming Price digit will be deemed to be zero. If the 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.
- Proposals with identical Arming Prices (to two decimal places) will be deemed to be tied in such ranking order with each of the other Proposals with identical Arming Prices. The AESO will break such ties and determine the ranking order of such tied Proposals by way of coin flip (in the case of two tied Proposals) or the drawing of straws (in the case of three or more tied Proposals). Such tie-breaking process will be overseen by the AESO's Director, Commercial and witnessed and monitored by the fairness advisor, with such oversight and/or witnessing either in-person or by virtual means.

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

Proposal Submission Form Instructions

PROPONENTS 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 Service for imports issued by the AESO on October 28, 2020 (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) Names of the persons who are substantially connected to the preparation of 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 System;
 - (iii) is able to provide a minimum of 5.0 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 reasonably expects the LSSi Facility to be capable of complying with the LSSi Requirements including completing required testing by October 1, 2021.
- e) The LSSi Facility is reasonably expected by the Proponent to be capable of providing LSSi on or before the commencement of the Service Term.
- f) The Proponent does not have any contract or commitment with a third Person to curtail for all or part of the load offered for LSSi during the Service Term.
- g) The Proponent reasonably expects the LSSi Facility to be capable of providing LSSi at a volume equal to the Submitted Contract Volume provided by the Proponent in Appendix H – Prescribed Form Submitted Price and Volume during the Service Term.
- h) For any facility with LSSi Load identified in the Proposal and as a part of the LSSi Facility of which the Proponent is not the legal owner, the Proponent has an agreement with the legal owner(s) of each such facility to provide LSSi, with the term of such agreement being in effect for the full duration of the Service Term.
- i) 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).

- j) The LSSi Facility and the LSSi Load 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.

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 _____, 2020
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 INFORMATION**

[The Proponent must complete one form for *each facility* from which it proposes to provide LSSi and should provide the information in the manner specified]

1. Proposed facility and LSSi Load information

Facility information	
Facility name	[insert]
AESO Asset ID	[insert]
Owner of facility	[insert]
Operator of facility	[insert]
Physical address	[insert]
GPS location (coordinates)	[insert]
Connection point	[insert – specify connection point to the System, or the City of Medicine Hat electrical system as applicable, with identifier such as line number]
Substation identifier (number, name)	[insert]
Facility total load volume (MW)	[insert – the total (overall) volume of load in MW (based on rated MW capacity) present at the facility (of which all or a portion of this volume is proposed to provide LSSi)]
Load providing LSSi	
Volume of load at the facility providing LSSi (MW)	[insert – the volume of load in MW (based on rated MW capacity) at the facility providing LSSi, which may be all or a portion of the total volume of load present at the facility and which is distinct and unique from LSSi Load in any other Proposal (i.e., the facility's LSSi Load)]
Identifier(s) (name and/or number) of each feeder with load configured to provide LSSi	[insert – identifier (as a label/name and/or number) of each feeder with load configured to provide LSSi at the facility in this Proposal (i.e., the facility's LSSi Load) and with each as shown on the electrical single line diagram]
Identifier(s) (name and/or number) of each breaker configured to provide LSSi	[insert – identifier (as a label/name and/or number) of each breaker at the facility configured to provide LSSi at the facility in this Proposal (i.e., the facility's LSSi Load) and with each as shown on the electrical single line diagram]

2. Facility configuration and LSSi Load detailed information

The Proponent must provide information for *each individual facility* along with each form and such information should include content as the following and be provided in the manner specified:

- (a) Electrical single line diagram(s), which should follow the AESO's guideline (which is available on the AESO's website at <https://www.aeso.ca/assets/Uploads/SLD-Guideline-for-Projects.pdf>), and the electrical single line diagram(s) should clearly indicate the following for each facility:
 - i. Point of connection to the System, or if applicable, the point of connection to the City of Medicine Hat electric system;
 - ii. The total load that will be configured under the LSSi scheme at the facility with total capacity labelled in MW (i.e., the volume of the facility's LSSi Load);
 - iii. Identification of all breakers and load feeders that will be configured under the facility's LSSi scheme (comprising the facility's LSSi Load), including an identifier for each feeder and breaker (as a label, name and/or number); and
 - iv. If applicable, identify any generation equipment at the facility and provide its total capacity labelled in MW.
- (b) A description of the proposed LSSi scheme at the facility, including the following:
 - i. A communication diagram, including a brief description, identification of all breakers that will be configured under the LSSi scheme and identification of each data measurement location;
 - ii. A technical datasheet for each under frequency relay intended to be used in the LSSi scheme; and
 - iii. Any other additional or supplementing information necessary to facilitate a clear and complete description and illustration of the LSSi scheme.
- (c) A brief description and any relevant background information to justify the Submitted Contract Volume provided in Appendix H Prescribed Form – Submitted Price and Volume, of the LSSi Facility including the following:
 - i. The maximum capacity (in MW) of the total load at the facility; and
 - ii. The maximum capacity (in MW) of all load at the facility proposed to provide LSSi and that will be configured under the LSSi scheme (i.e., the facility's LSSi Load), and if different, the expected maximum metered demand (in MW) averaged over a one (1) hour period of all load proposed to provide LSSi and that will be configured under the LSSi scheme at the facility (i.e., the facility's LSSi Load).

**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 Arming Price submitted below will be used to determine the Arming Price ranking

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

Submitted Contract Volume = _____ MW as a whole number

The Submitted Arming Price should be provided to two decimal places. If the Submitted Arming Price is not provided to two decimal places, then any required, but not provided, Submitted Arming Price digits will be deemed to be zero. If the 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.