

Request for Qualifications

**FOR THE FIRST RENEWABLE ELECTRICITY PROGRAM COMPETITION
REP ROUND 1**



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ALBERTA ELECTRIC SYSTEM OPERATOR

REQUEST FOR QUALIFICATIONS

REP Round 1

RFQ Issued: ● 2017

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REQUEST FOR QUALIFICATIONS

PART A: TERMS AND CONDITIONS

1 INTRODUCTION

1.1 Purpose of RFQ

The purpose of this RFQ is to invite interested parties to provide their qualifications to develop, finance, build, own, operate and maintain Renewables Projects referred to in this RFQ and described in Renewables Project Proposals contained in Qualification Submissions. Respondents may, subject to the terms of this RFQ, include Individuals, Corporations and Unincorporated Associations.

The purpose of soliciting and evaluating Qualification Submissions pursuant to this RFQ is to establish a list of Proponents that will become eligible to participate in the RFP for REP Round 1 and to receive support payments under a RESA.

On March 31, 2017 the AESO issued an REOI to assist the AESO in identifying interested parties who may wish to participate in REP Round 1 and to provide key details of the first Renewable Electricity Program competition. All information issued during the REOI stage is available on the AESO website (www.aeso.ca/rep).

Capitalized terms and acronyms used in this RFQ have the meanings given those capitalized terms and acronyms in the Glossary of Terms contained in Appendix A.

1.2 Background

On January 26, 2016 the AESO was directed by the Minister of Energy to develop and implement a program to incent the development of new renewable electricity generation capacity. This direction also stated that the program should use a competition to procure the renewable attributes from Renewables Projects in order to keep costs of the program as low as possible.

In the first quarter of 2016, the AESO engaged stakeholders and undertook a jurisdictional review in respect of support for renewable electricity generation carried out in other regions to better inform its program recommendations to the Government of Alberta. In May 2016, the AESO presented its Renewable Electricity Program Recommendations to the Government of Alberta. These recommendations were approved by the Government of Alberta, and details were announced on November 3, 2016. The AESO's Renewable Electricity Program Recommendations can be viewed through the following link: [Renewable Electricity Program Recommendations Report](#). In December 2016, the Alberta legislature passed the *Renewable Electricity Act* in furtherance of its Climate Leadership Plan. The REA establishes the target that by 2030 at least 30% of electric energy produced in Alberta be from renewable sources, and authorizes the Minister to direct the AESO to develop renewable electricity programs, including this Competition. Pursuant to the REA, the Minister has approved REP Round 1 to promote the development of large-scale renewable electricity generation in Alberta. This RFQ represents the second stage of REP Round 1.

1.3 The AESO

The AESO's mandate is derived from the EUA and related regulations. The AESO is governed by its Board. Each Member of the 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;
- designing and implementing the addition of a capacity market to the current electricity market;
- 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.

1.4 Overview of the Support Agreements

Pursuant to this RFQ and based on lowest bid Strike Prices, the AESO will potentially acquire, on behalf of the Government of Alberta, the Renewables Attributes associated with up to 400 MW of Renewables Projects and provide support payments for them under the terms of RESAs. Each RESA obligates the Counterparty to develop, finance, construct, own, operate and maintain the applicable Renewables Project. Each RESA will have a support period of twenty (20) years from the later of April 1, 2018 and the Commercial Operation Date of such Renewables Project, provided it achieves Commercial Operation on or before the Target COD of December 1, 2019. Neither the AESO nor the Government of Alberta will be acquiring Electricity or other electric energy through the RESA, but will acquire all of the Renewables Attributes associated with each MWh of electricity produced by a Renewables Project.

The draft form of the RESA is attached as Appendix P. Respondents are strongly advised to review, in consultation with legal counsel, the form of the RESA in its entirety for a detailed and complete description of the parties' respective rights and obligations thereunder.

Owners of Renewables Projects awarded RESAs will not be entitled to sell or distribute Electricity other than through the Alberta Power Pool during the Term.

No Electricity from Renewables Projects may be sold under bi-lateral or other arrangements nor receive, in association with such Electricity or the Renewables Project, any form of subsidy or incentive under any Incentive Program, whether in relation to environmental attributes or otherwise; provided that the Counterparty will be able to seek additional government funding or incentives, other than from the Government of Alberta, if that does not involve the transfer of interests in the Renewable Attributes and such funding or incentive is shared 50/50 with the AESO.

Payments under the RESA will be based on an indexed renewable energy credit mechanism with the Pool Price as the reference price. For any hour of production in which the Pool Price is less than the Strike Price, the AESO will be required to pay the Counterparty an amount equal to the

metered electricity generated by the applicable facility (up to an amount equal to the Contract Capacity multiplied by an hour) multiplied by the difference between the Strike Price and the Pool Price. For any hour of production in which the Pool Price exceeds the Strike Price, the Counterparty will be required to pay the AESO an amount equal to metered electricity generated by the applicable facility (up to an amount equal to the Contract Capacity multiplied by an hour) multiplied by the difference between the Pool Price and the Strike Price. The Counterparty will also, for each hour of production, receive the Pool Price through the AESO operated Power Pool for all metered electricity generated by the applicable facility during such hour. All amounts payable under the RESA to the Counterparty will be subject to set-off and Pool Price net settlement.

The AESO will recover the implementation costs of the renewable electricity program from Counterparties through a \$0.75 per MWh fee applied to each megawatt hour of Electricity (up to Contract Capacity) produced from Renewables Projects over the first three (3) years following the Commercial Operation Date for such projects. The AESO will recover administration costs of the renewable electricity program from Counterparties through a \$0.30 per MWh fee applied to each megawatt hour of electricity (up to Contract Capacity) produced from Renewables Projects over the Term.

The AESO and the Counterparty will share the risk of Forgone TC Energy, with the Counterparty bearing the risk, without compensation, for the first 200 hours per MW of Contract Capacity in each year and with the AESO bearing the risk and compensating the Counterparty for all Forgone TC Energy in excess of such annual threshold. The potential generation capability of the Renewables Project will be taken into account in any Forgone TC Energy calculations, and, for greater certainty, the Counterparty will not be compensated for Electricity not generated relating to:

- Renewables Project outages or derates;
- transmission or connection outages which result in the Renewables Project not being synchronized with the AIES;
- the application of the ISO Rules respecting supply surplus when the supply of Electricity available at zero dollar (\$0) offers exceeds system load, as set forth in ISO Rule 202.5;
- the wind power management ramp up rules set forth in ISO Rule 304.3; or
- any “remedial action scheme” (as such term is defined in the AESO’s *Consolidated Authoritative Document Glossary*).

RESAs, if any, will be awarded based on lowest Strike Prices bid. The award of RESAs will be subject to the approval of the Minister as contemplated by the REA.

Under the REA, the Government of Alberta is required to fund support payments which will be available to Counterparties. The AESO and the Government of Alberta intend to enter into a REFA, which will set out the details respecting the manner in which the Government of Alberta will fund support payments to be provided to the Counterparty by the AESO.

The AESO has a corporate credit rating of AA-/Stable from S&P Global Ratings.

The Government of Alberta has a credit rating of AA/Negative from S&P Global Ratings.

1.5 Financial Commitment to Participate in this RFQ

Other than the Submission Fee, no financial commitment by the Respondent is required with the delivery of a Qualification Submission. Only those interested parties that have delivered a Qualification Submission and the Submission Fee to the AESO, and that are determined to be Proponents in accordance with the criteria set out in this RFQ, will be permitted to participate in the next steps of the Competition.

1.6 No Exclusivity

The AESO is not obliged, pursuant to this RFQ, to deal exclusively with a single Respondent. The AESO may, at its sole and absolute discretion, deal with one or more Respondents. In submitting a Qualification Submission, each Respondent will be deemed to have acknowledged that the AESO may contract with others in relation to Renewables Project(s) and the Procurement Target.

1.7 Confirmation Agreement

As a condition to continued participation in this RFQ and, particularly, the submission of a Qualification Submission for one or more Renewables Projects, each Respondent must sign and submit the Confirmation Agreement, attached as Appendix B, to the REP SharePoint Online Site by no later than the Confirmation Agreement Submission Time. The Confirmation Agreement must be signed by a senior officer or director (or Individual holding a similar position where the Respondent is an Unincorporated Association) of the Respondent and also include the name and signature of the Respondent's Representative.

If a Respondent fails to deliver the signed Confirmation Agreement by the Confirmation Agreement Submission Time, the AESO may Disqualify the Respondent with the result that the Respondent will not be permitted to submit a Qualification Submission. For certainty, the Respondent will not be bound by the list of Respondent Team Members identified in Exhibit 1 of its Confirmation Agreement and may add, remove or otherwise change its Respondent Team Members, without the consent of the AESO, prior to submission of its Qualification Submission.

1.8 Future Procurements

Information about support by the AESO for future Renewables Projects will be posted on the AESO's website (<https://www.aeso.ca/rep>) if and when it is available.

2 COMPETITION OVERVIEW

2.1 Competition

The AESO's Competition for this procurement of up to the Procurement Target consists of three stages: (i) the previously completed REOI stage, (ii) this RFQ stage; and, (iii) an RFP stage.

The AESO may cancel this RFQ at any time and may or may not, for any or no reason, proceed with an RFP in REP Round 1.

2.2 Request for Qualifications Stage

The objective of this RFQ is, as set out in further detail below, to select Proponents who will be invited to participate in the RFP stage. This RFQ contains (in Part B) substantial information delivery requirements that need to be fulfilled by Respondents to allow the AESO to determine which Renewables Project Proposals will be qualified for the RFP. The RFP, if issued, will require primarily only a Strike Price bid for each Renewables Project Proposal qualified through this RFQ.

Subject to Conflict of Interest and Common Ownership limitations described below, any Person or group of Persons may be a Respondent or a Respondent Team Member for this RFQ. Respondents may submit a Qualification Submission that contains one or more Renewables Project Proposals.

This RFQ is designed, in particular, to allow a group of investors, developers and others to form a team of Control Group Members that will, along with other Respondent Team Members jointly submit one Qualification Submission, which submission may include multiple Renewables Project Proposals.

Each Qualification Submission, and each Renewables Project Proposal contained within it, will be evaluated for compliance with the requirements of this RFQ.

2.3 Request for Proposals Stage

The objective of the RFP stage will be to identify, based on lowest bid Strike Prices, Selected Proponents whose SPVs will enter into RESAs, subject to Ministerial approval under the REA of the quantity of capacity to be procured.

The following provides a high level summary of the RFP stage of the Competition. Such summary is for information purposes only, and the RFP will prevail over any descriptive inconsistencies contained in this RFQ:

- If a Qualification Submission and one or more Renewables Project Proposals in it are not Disqualified in the RFQ stage, the Proponent will be invited in the RFP stage to provide a Strike Price bid for each such Renewables Project Proposal.
- Each RFP submission will require the Respondent to confirm the continuing status quo of the applicable members of Respondent's team (Changed as permitted) and the applicable Renewables Project Proposal, failing which the RFP submission and its associated Renewables Project Proposal will be rejected and the applicable Strike Price bid will not be considered by the AESO; provided that the Respondent may update and change the following items in its RFP submission in respect of the applicable Renewables Project Proposal (and such updates or changes will not result in the rejection the RFP submission): (i) the Capacity Factor set out in the applicable Prescribed Form – Respondent Declarations and Section 2(g) of the applicable Prescribed Form – Renewables Project Profile (provided that an independent professional engineer, duly

qualified and licenced to practice in the Province of Alberta, confirms the reasonableness of such amended Capacity Factor); (ii) the anticipated number of generating units set out in Section 2(h) of the applicable Prescribed Form – Renewables Project Profile (provided that, for clarity, the Contract Capacity must be between ninety-five and one hundred per cent of the Contract Capacity provided at RFQ); (iii) the location of equipment in the Site Diagram referred to in Section 3(b) of the applicable Prescribed Form – Renewables Project Profile (provided that, for clarity, the Site may not be altered); (iv) the single line diagram referred to in Section 4(d) of the applicable Prescribed Form – Renewables Project Profile, but only to the extent necessary to reflect and implement the changes described in items (i) – (iv) above; (v) the Total Equity for a Renewables Project set out in Section 2(e) of the Prescribed Form – Renewables Projects Summary and Priority for Evaluation and Section 2(e) of the applicable Prescribed Form – Renewables Project Financial Information; and (vi) the Total Cost for a Renewables Project set out in Section 2(d) Prescribed Form – Renewables Projects Summary and Priority for Evaluation and Section 2(d) of the applicable Prescribed Form – Renewables Project Financial Information.

Proponents who make submissions in the RFP stage will be required to provide bid security to the AESO in the amount of \$25,000 per MW of Contract Capacity of each Renewables Project Proposal for which a strike Price bid is submitted in the RFP stage. Such bid security will be returned to the Proponent if it does not become a Selected Proponent in respect of such Renewables Project Proposal(s) or if the AESO, either before or after evaluation of RFP submissions, cancels the RFP. If the Proponent becomes a Selected Proponent in respect of a Renewables Project and the applicable Counterparty fails to execute the RESA and to provide performance security in the amount of \$50,000 per MW of Contract Capacity of such project (the performance security to be held until the COD of such project, or until forfeited to the AESO under the terms of the RESA) as and when required, such bid security will be forfeited to the AESO without limiting any of the AESO's other rights. If the Counterparty duly executes the RESA and provides the performance security, the bid security will be returned to the Selected Proponent.

At the AESO's discretion, a Counterparty that fails to execute a RESA or provide performance security as and when required or that fails to achieve Commencement of Construction or Commercial Operation by the applicable Longstop Date may, together with the other Control Group Members associated with such Counterparty, be prohibited from participating in any future competition by the AESO carried out under the REA.

The Government of Alberta has established an affordability threshold for this Competition. Under the REA, the Minister must approve the capacity quantity of the Renewables Projects to be awarded RESAs, and the AESO, therefore, may not acquire up to the Procurement Target.

With the approval of the Minister under the REA, the AESO may (but will not be required to), procure in excess of the Procurement Target.

Notwithstanding the evaluation of RFP submissions by the AESO, no RESAs will be awarded following RFP evaluation without approval of the Minister in accordance with Section 7(3) of the REA.

2.4 REP Round 1 Key Personnel

Following are the identities and roles of those key individuals and entities undertaking administration of the Competition for the AESO:

- a) AESO Director, Renewables Development – E. Moore;
- b) AESO Legal Counsel – C. Stilwell;

- c) AESO Manager – Procurement Development – H. Campbell
- d) AESO Manager – Procurement Implementation – K. Stretch
- e) AESO Senior Financial Specialist – R. Ferguson;
- f) AESO Project Manager, Renewables Development – Y. Dawson;
- g) AESO Program Coordinator, Renewables Development – A. Matthews;
- h) Financial Advisor – KPMG LLP
- i) Legal Counsel – Norton Rose Fulbright Canada LLP
- j) Fairness Advisor – P1 Consulting Inc.

3 RFQ PROCESS

3.1 Overview of RFQ Process

The AESO is seeking Qualification Submissions from interested parties for Renewables Projects that can deliver Electricity to AIES (either transmission connected or distribution connected) and be commercially operational by December 1, 2019. Accordingly, the requirements of this RFQ have been formulated to identify those interested parties with project plans and with the Project Delivery experience and resources to deliver Renewables Projects in accordance with the AESO's requirements.

3.2 Respondent's Representative

The Respondent's Representative identified in the Confirmation Agreement will be the sole contact for all communications from the AESO regarding this RFQ. The Respondent's Representative will be responsible for all communications on behalf of the Respondent to the AESO. The AESO will be entitled to rely on any communication from the Respondent's Representative as having been duly authorized and given by the Respondent and all its Respondent Team Members.

A Respondent may change its Respondent's Representative only by a notice to the AESO through the REP SharePoint Online Site signed either by the previous Respondent's Representative or by an officer of the Respondent whose authority to do so and to bind all Respondent Team Members in that regard is affirmed to the satisfaction of the AESO.

3.3 Submission Fee

Each Respondent must deliver the Submission Fee plus GST to the AESO prior to the Qualification Submission Deadline. The Submission Fee is non-refundable, save only if the AESO cancels this RFQ, in which case the Submission Fee (plus GST) will be refunded to the Respondent. The AESO's GST registration number is R886914357 RT0001.

3.4 Qualification Submission and Renewables Project Proposals

Each Respondent must submit one (but no more than one) Qualification Submission to the AESO containing one or more (separately metered) Renewables Project Proposals for Renewables Projects, which Qualification Submission and Renewables Project Proposal(s) should be prepared and submitted in accordance with requirements and instructions stipulated in Part B. For clarity, each Respondent may submit more than one Renewables Project Proposal in its Qualification Submission.

Each Renewables Project Proposal in a Qualification Submission will be evaluated separately by the AESO in accordance with this RFQ to determine if the Respondent is selected to be a Proponent in respect of such Renewables Project Proposal; provided that, if there is more than one Renewables Project Proposal in a Qualification Submission, for purposes of the Tangible Net Worth assessment described in Section 4 of Part B, the AESO will assess the Tangible Net Worth of each of the Respondent's Designated Equity Providers across all Renewables Project Proposals for which that Person is a Designated Equity Provider. Such assessment will ensure that each of the Respondent's Designated Equity Providers has sufficient Tangible Net Worth to support all of its Equity Commitments across all such proposals. If the AESO's assessment finds that a Designated Equity Provider has sufficient Tangible Net Worth for some, but not all, relevant Renewables Project Proposals, the AESO will Disqualify Renewables Project Proposals in the priority stipulated by the Respondent in the Prescribed Form – Renewable Projects Summary and Priority for Evaluation included in its Qualification Submission until the Tangible Net Worth of

such Person is sufficient for the remaining Renewables Project Proposals for which it is a Designated Equity Provider.

3.5 Qualification Submission Delivery Deadline

The Respondent's Qualification Submission must be received by the AESO through the REP SharePoint Online Site before the Qualification Submission Deadline of June 16, 2017, 3:00 p.m. MDT. In respect of Qualification Submissions submitted prior to the Qualification Submission Deadline, the AESO will send a confirmation of receipt of such submission to the Respondent through the REP SharePoint Online Site.

3.6 Amending or Withdrawing Qualification Submissions

At any time prior to the Qualification Submission Deadline, a Respondent may amend a submitted Qualification Submission. Any amendment to a Qualification Submission should clearly indicate what part of the Qualification Submission the amendment is intending to affect or replace. A Respondent may make an amendment to a Qualification Submission by submitting the Prescribed Form – Qualification Submission Amendment or Withdrawal in Appendix S 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 Qualification Submission Deadline. Respondents will not be permitted to amend a Qualification Submission after the Qualification Submission Deadline has passed.

At any time prior to the Qualification Submission Deadline, a Respondent may withdraw a submitted Qualification Submission and receive a refund of its Submission Fee, if already paid. At any time after the Qualification Submission Deadline, a Respondent may withdraw a submitted Qualification Submission, but will not receive a refund of its Submission Fee. A Respondent may withdraw a Qualification Submission by submitting such withdrawal in the Prescribed Form – Qualification Submission Amendment or Withdrawal in Appendix S.

3.7 Timetable

The Timetable with respect to the entire process for this RFQ is set out below.

Release of RFQ	April 28, 2017
Confirmation Agreement Submission Time	May 18, 2017, 3:00 p.m. MDT
Deadline For Enquiries	June 9, 2017, 10:00 a.m. MDT
Qualification Submission Deadline	June 16, 2017 3:00 p.m. MDT
Release of RFP to Proponents	September 15, 2017

The AESO reserves the right to accelerate or postpone any of the dates set out in the Timetable. The acceleration or postponement of any date set out in the Timetable prior to the Qualification Submission Deadline shall be made by way of notice to those interested parties who have subscribed to the REP SharePoint Online Site. The acceleration or postponement of the date for release of the RFP to Proponents following the Qualification Submission Deadline shall be made by way of Addendum through the REP SharePoint Online Site to Respondents only.

4 EVALUATION PROCESS

4.1 Evaluation Process

The evaluation of the Qualification Submissions and their associated Renewables Project Proposals will be conducted by the AESO as follows:

- **Qualification Submission Completeness:** The AESO will assess, on a complete/incomplete basis, whether the Qualification Submission complies with this RFQ, including whether the Qualification Submission contains or includes the required Submission Fee and Prescribed Forms, Narrative Statements and other items to be submitted in accordance with the following provisions of Part B: Sections 2.2 to 2.7, inclusive, 3.1 to 3.8, inclusive and Section 4. In assessing compliance in relation to completeness the AESO will also consider, *inter alia*, whether the Qualification Submission complies with the instructions contained in this RFQ or on a Prescribed Form and includes a content submission for each applicable component of each applicable Prescribed Form and Narrative Statement and includes in or attaches, as applicable, any substantiating evidence or documents specified in the Prescribed Form or Narrative Statement and methodology or item otherwise required by Part B.

Qualification Submissions that are assessed by the AESO to be incomplete will be Disqualified. If a Qualification Submission is Disqualified on this basis, all of its associated Renewables Project Proposals will also be automatically Disqualified and cannot be included in the RFP stage of the Competition.

- **Renewables Project Proposal Compliance Requirement:** In respect of each Renewables Project Proposal included in a Qualification Submission, the AESO will determine whether:
 - (a) the content submissions of the applicable items of (and required by) each Prescribed Form and Narrative Statement (and as included in or attached to such form or statement the substantiating evidence or documents specified in the Prescribed Form or Narrative Statement); and
 - (b) the methodologies and other items otherwise required by Part B;

demonstrate to the AESO's satisfaction that the Renewables Project Proposal meets the Eligibility Criteria and complies with and demonstrates the Renewables Project Proposal requirements stipulated in Section 3 of Part B of this RFQ.

In making this determination, the AESO may make a judgment as to the reasonableness of the Total Cost and Total Equity in respect of any Renewables Project Proposal based on information of project cost and financing structure typically observed in markets for projects of comparable technology, size and complexity.

Renewables Project Proposals that do not meet the Eligibility Criteria or do not comply with and demonstrate the Renewables Project Proposal requirements will be Disqualified and cannot be included in the RFP stage of the Competition.

- **Tangible Net Worth Compliance Requirement:** The AESO will determine whether the TNW Requirement in Section 4 of Part B is met for a Renewables Project Proposal, including by way of assessing compliance of the TNW Methodology of each Designated Equity Provider with the definition of Tangible Net Worth in Appendix A.

Renewables Project Proposals for which the TNW Requirement is not met will be Disqualified and cannot be included in the RFP stage of the Competition.

- **Connection Capacity Assessment**

With respect to each Renewables Project Proposal, the AESO will assess, based on a base case, whether or not the Transmission System has available capacity to accommodate the full Contract Capacity of such Renewables Project (at the substation or line connection location identified in the applicable Prescribed Form – Renewables Project Profile included in the Respondent's Qualification Submission) without an expansion of the Transmission System. For clarity, the development and construction of the facilities required to connect a Renewables Project to the Transmission System will not constitute an expansion of the Transmission System for the purposes of this assessment.

If such Renewables Project is assessed on the base case:

- (a) as not able to deliver its full Contract Capacity to the Transmission System irrespective of all other Renewable Project Proposals proposing connection at the same substation or line, then such project will be Disqualified and cannot be included in the RFP stage of the Competition;
- (b) as able to deliver its full Contract Capacity to the Transmission System, taking account of the connection of the full Contract Capacities of all other Renewables Project Proposals (up to the Procurement Target) which have not been Disqualified by the AESO and which propose connection at the same substation, line or planning area/region, then such project will not be Disqualified and may, unless otherwise Disqualified, be included in the RFP stage of the Competition; or
- (c) as conditionally able to deliver its full Contract Capacity to the Transmission System, that is, depending upon the ranking at the RFP stage of the Competition of the Renewable Project's Strike Price bid relative to the Strike Price bids of all Renewables Project Proposals (up to the Procurement Target) at the RFP stage of the Competition which propose to connect at the same substation, line or planning area/region, then such project will not be Disqualified as regards the connection assessment and may, unless otherwise Disqualified, be included in the RFP stage of the Competition.

At the RFP stage of the Competition if a project is qualified pursuant to paragraph (c) immediately above but, when ranked according to its Strike Price bid, cannot be connected without an expansion of the Transmission System, having regard to all Renewables Project Proposals which propose to connect at the same substation or line or planning area/region and which have lower Strike Price bids, then such project will be Disqualified and will not, in any case, be eligible for a RESA.

For purposes of the foregoing, the "base case" against which a Renewables Project Proposal will be assessed relative to connection to the substation or line identified for it and will be comprised of the following assumptions:

Transmission System

- The Transmission System will be considered to be operating normally with all elements in service.

- The topology of the Transmission System will be that of the AIES as of June 16, 2017 plus all approved Transmission System projects expected to be energized by December 1, 2019.

Generation

- That generation being delivered to the Transmission System includes:
 - All generation existing as of June 16, 2017; and
 - All generation projects, excluding those that are participating in REP Round 1, that have, on or before June 16, 2017: (i) paid the Generating Unit Owner's Contribution ("GUOC" as such term is defined in ISO Tariff, Section 10) and/or begun construction of their transmission connection facilities, and (ii) a stated in-service date prior to December 1, 2019.
- Generation will be dispatched as per AESO forecast of generation production based upon an economic dispatch methodology.

Load

- That load on the Transmission System will include:
 - Load as forecasted for the year of 2019 according to the 2016 AESO Long-term Outlook.
 - All load requesting system access that have an in-service date prior to December 1, 2019.
- Load allocation to each point of delivery will be in accordance with the AESO's current business practice.

A Respondent that submits a Qualification Submission that is not Disqualified as incomplete and includes one or more Renewables Project Proposals which are not Disqualified pursuant to any of the foregoing provisions will be qualified to participate in the RFP stage and will be selected as a Proponent for those Renewables Project Proposals which have not been Disqualified. For certainty, the Disqualification of a Respondent's Renewables Project Proposal in accordance with any of the foregoing provisions will not result in the automatic Disqualification of such Respondent's other Renewables Project Proposals (if any) which have not otherwise been Disqualified. For example, if a Respondent's Qualification Submission includes three Renewables Project Proposals, the Disqualification of one of the Renewables Project Proposals would not prevent the Respondent's other two Renewables Project Proposals from being qualified (and each of the other two Renewables Project Proposals will be evaluated on their own merits, and qualified or Disqualified, in accordance with this Section 4.1 of Part B).

4.2 Compliance

In addition to the AESO's other rights in this RFQ relating to Qualification Submissions, Renewables Project Proposals and the evaluation of same, if, in the sole and absolute discretion of the AESO, a Qualification Submission or any Renewables Project Proposal requirement does not comply with, meet or satisfy the terms of this RFQ, the AESO may, but will not be required to, Disqualify such Qualification Submission or Renewables Project Proposal without liability, cost or penalty or may, in its sole discretion, request a Clarification on additional information respecting any non-compliance with the terms of this RFQ which, in its opinion, is not a Material Deviation.

For purposes of this RFQ, “comply” and “compliance” means that the Qualification Submission or Renewables Project Proposal, as the case may be, conforms to the requirements of the RFQ without Material Deviation. In addition, the AESO shall determine, in its discretion, whether or not a Prescribed Form has been completed.

Each Respondent acknowledges and agrees that the AESO’s evaluation of compliance with this RFQ is not an evaluation of absolute compliance and that the AESO may waive failures to comply that, in the AESO’s sole and absolute discretion, do not constitute Material Deviations.

4.3 Evaluation Notice to Respondent

Following the AESO’s completion of its evaluations of the Qualification Submissions and their associated Renewables Project Proposals, the AESO will give notice to each Respondent (by giving notice to Respondent’s Representative) informing the Respondent of whether or not it has become a Proponent in respect of a Renewables Project Proposal(s) and the results of the AESO’s connection capacity assessment as either “acceptable” or “conditional”.

A notice from the AESO advising a Respondent that it has become a Proponent will be deemed delivered to the Respondent’s Representative and the Respondent twenty-four (24) hours following the time, in the records of the AESO, at which the AESO sends such notice by REP SharePoint Online Site to the Respondent’s Representative.

4.4 Failure to Qualify

Respondents that have not been qualified at RFQ in respect of one or more of their Renewables Project Proposals, or have been otherwise Disqualified, will not be eligible to participate in any future steps in REP Round 1 (but may be eligible to participate in future procurement rounds conducted by the AESO pursuant to the REA).

4.5 Debriefing

Respondents who did not become Proponents may request a debriefing after being notified by the AESO under Section 4.3 of Part A. The AESO will hold a single debriefing meeting for each such Respondent in which they can discuss any of their Renewables Project Proposals not qualified. Requests must be made in writing through the REP SharePoint Online Site and must be made within thirty (30) days of such notification. The sole purpose of the debriefing session is to assist the Respondent in presenting better Renewables Project Proposals in subsequent procurements by AESO. Debriefing is not available for the purpose of providing an opportunity to challenge the AESO’s evaluations or this Competition.

4.6 Fairness Advisor

The AESO has appointed a Fairness Advisor for this Competition. The Fairness Advisor will review and comment on the evaluation process for the RFQ for purposes of identifying potential fairness issues, and will monitor all stages of the Competition to ensure that they are carried out in a fair and transparent manner, and in a manner that is consistent with the REP Round 1 terms and conditions. The Fairness Advisor will be provided with full access to any documents it may need and to all meetings. The Fairness Advisor will provide a written report of its findings, which report will be made public by the AESO at the end of the Competition.

If a Respondent wishes to make direct contact with the Fairness Advisor, it must make such a request in writing to the AESO through the REP SharePoint Online Site. The AESO will discuss all such requests for direct contact with the Fairness Advisor and, if the Fairness Advisor agrees that direct contact with the Respondent is appropriate, the Respondent will be notified and the Fairness Advisor will initiate the arrangements for the direct contact, as it determines appropriate.

5 COMMUNICATIONS AND INFORMATION

5.1 Communications, Enquiries and Requests for Clarification

Except as otherwise set out in this RFQ, communications, Clarifications and Enquiries from the Respondent related to this RFQ should be submitted to the AESO through the REP SharePoint Online Site. Except as otherwise set out in this RFQ, all communications, responses, Requests for Clarification and Addenda from the AESO to a Respondent will be made through the REP SharePoint Online Site. The REP SharePoint Online Site portal through which the AESO received Respondent's executed Confirmation Agreement will be deemed to be the Respondent's REP SharePoint Online Site portal (the "**Respondent's Portal**"). All communications uploaded by the AESO to the Respondent's Portal will be deemed to be communications provided by the AESO to the Respondent's Representative. All communications received by the AESO through the Respondent's Portal will be deemed to be communications provided to the AESO by the Respondent's Representative. No communications may be provided to the AESO by the Respondent other than through the Respondent's Portal. It is the Respondent's responsibility to continually check the Respondent's Portal for updates and communications.

The AESO may, but will not be obligated to, respond to any communications or Enquiry but if it does so, it may respond at such time as it determines.

All Enquiries in respect of this RFQ or Qualification Submissions must be submitted to the AESO by the Deadline for Enquiries set out in Section 3.7 of Part A. A Respondent 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".

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 in the Competition, that the AESO should not respond to an Enquiry on a confidential basis, the AESO will endeavour to notify the Respondent 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 Respondent may withdraw its Enquiry at any time through the REP SharePoint Online Site. If the Respondent does not withdraw its Enquiry within two (2) Business Days of the AESO's notice, then the Enquiry will be deemed withdrawn.

Despite any other part of this RFQ, and despite any matter being identified by a Respondent as "Commercial in Confidence", the AESO may issue one or more communications, Addenda or other responses to all Respondents if the AESO, in its discretion, considers the matter to be a matter of substance that should be brought to the attention of all Respondents for purposes of fairness in or maintaining the integrity of the Competition.

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

- a) the AESO does not assume any risk or responsibility or liability whatsoever to any Respondent for ensuring that the REP SharePoint Online Site is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Respondent's transmission cannot be received, or if a permitted communication or delivery is not received by the AESO or received in less than its entirety, within any time limit specified by this RFQ, or that a Respondent's transmission is not subject to being intercepted or that the confidentiality of such transmission will not be otherwise comprised during transit;

- 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 REP SharePoint Online Site.

5.2 Addenda

This RFQ may be amended by Addenda in accordance with this Section 5.2 of Part A. If the AESO, for any reason, determines that it is necessary to provide additional information adding to or relating to this RFQ, such information will be communicated by posting an Addendum on the REP SharePoint Online Site.

Each Addendum may contain important information, including significant changes to this RFQ, and interested parties are responsible for visiting the REP SharePoint Online Site as often as is necessary to ensure that they obtain all of the Addenda to this RFQ and other notices issued by the AESO from time to time.

5.3 Clarification and Additional Information

The AESO may in its sole discretion request additional information from or make a Request for Clarification to any Respondent before or after the delivery of the Qualification Submission of that Respondent has been received. Respondents are to submit the additional information or Clarifications to the REP SharePoint Online Site, or as otherwise stipulated by the AESO, within the time limit specified by the AESO.

5.4 No Public Disclosure

No communication about or disclosure of any information included in its Qualification Submission, shall be issued or made by any Respondent, any of its Respondent Team Members, or any of its or their Affiliates either during or after the Competition without first obtaining the prior written consent of the AESO.

Each Respondent shall ensure that all of its Respondent Team Members and its and their Affiliates comply with this provision. Any breach of this provision may result in Disqualification of the Respondent from the Competition.

5.5 Prohibited Communications

The AESO does not wish to prevent essential or appropriate communications with third parties in respect of the Respondent's Qualification Submission and Renewables Project Proposals for the purposes of assessing connection availability or conducting feasibility studies, Site selection and control, community engagement or support, engagement of stakeholders, permitting, licensing, engineering and project planning and development, equipment supply, regulatory compliance (including compliance with the ISO Rules), any AESO initiated consultation and compliance with the requirements of this RFQ (collectively, the "**Permitted Purposes**"). Therefore, Respondents are advised that the following communications rules apply with respect to this RFQ and the Qualification Submission:

- a) communications must be only for the Permitted Purposes and for no other purposes;
- b) permitted communications include such communications with government officials, mayors, municipal officials, municipal administrative staff, regulatory officials or the management or staff of the AESO, any transmission or distribution system owner or members of the public; and

- c) communications may not be for the purposes of:
 - i) obtaining or attempting to obtain an unfair advantage in respect of the RFQ or other stage of this Competition;
 - ii) influencing or attempting to influence the outcome of the RFQ or other stage of this Competition;
 - iii) influencing or attempting to influence government officials or the management or staff of the AESO with respect to changes to laws, regulations, rules, policies, or guidelines (including the ISO Rules) directly or indirectly affecting the RFQ, but excluding applications for permits, approvals or technical arrangements;
 - iv) denying any other Respondent fair, open and impartial consideration; or
 - v) impairing or attempting to impair confidence of the public or any governmental official in the process or outcome of this RFQ or any other stage of this Competition

(collectively, the “**Excluded Purposes**”).

If a Respondent or any Respondent Team Member has any questions regarding the appropriateness of specific communications, they are advised to seek advice from the AESO through the REP SharePoint Online Site.

The AESO shall have the right to request and obtain from a Respondent, and the Respondent shall if so requested promptly provide to the AESO, information regarding any communications by such Respondent or any of its Respondent Team Members about the Competition and its Qualification Submission (including any Renewables Project Proposal included in such submission) after the issuance of this RFQ. The Respondent shall provide all information reasonably necessary or appropriate to allow the AESO to assess whether such communications are or were for Permitted Purposes or Excluded Purposes.

In cases of breach of the foregoing communications rules, the AESO may, in its sole and absolute discretion, without any liability, cost or penalty, and in addition to any other remedies available to it at Law, Disqualify the Respondent and Disqualify any Qualification Submission (including one or more of the Renewables Project Proposals included in such submission) proposed to be submitted or actually submitted by the Respondent.

5.6 **No Lobbying**

Other than in respect of communications for Permitted Purposes, Respondents and Respondent's Team Members are strictly prohibited from communicating with any officer, member or employee of the AESO, the Government of Alberta or any of its departments, any Restricted Party, or any other Person involved in development, administration or evaluation activities in respect of the RFQ or the potential RFP with an aim to influence the outcome of either the RFQ or RFP process. Failure to comply with this provision may result in Disqualification of such Respondent from the RFQ process or, if the AESO becomes aware of the breach of this provision after an RFP has been issued, from the RFP process.

5.7 **FOIP 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.

Information provided by a Respondent is subject to, and may be released in accordance with, the provisions of the FOIP Act. Respondents should clearly understand that despite marking portions of the Qualification Submission as confidential, the AESO may be required to disclose some or all of that information, where that information is not protected from disclosure through an exemption in FOIP or other applicable legislation. Respondents should not assume that such an exemption is available.

5.8 Disclosure of Information About Respondents

Qualification Submissions will, as deemed necessary or appropriate by the AESO, be disclosed on a confidential basis to the evaluation team, the AESO's Fairness Advisor, the AESO's counsel and other advisors retained in connection with the Competition.

Notwithstanding anything else in this RFQ and except as restricted by law, the AESO may choose to, and will be entitled to, publish or otherwise disclose all or any part of the following information regarding the Qualification Submissions or Respondents:

- number of Respondents;
- Respondents' names;
- number of Renewable Project(s) passed;
- Renewable Fuel(s) of the Renewable Project(s) passed; and
- proposed Contract Capacity of each Renewable Fuel awarded RESAs.

The AESO may make such disclosure on an individual Respondent basis, or as aggregated with information provided by other Respondents. In all events, any and all information provided by Respondents, including Qualification Submissions and Renewables Project Proposals, may be required to be disclosed to the Government of Alberta under applicable Law.

5.9 Accuracy of Information

While the information in this RFQ and all other information provided by the AESO (including any information provided on the AESO website: www.aeso.ca) has been prepared in good faith, the AESO does not represent such information to be accurate, comprehensive or to have been independently verified. The information and materials provided to Respondents by the AESO, including reports, maps, analyses, and other materials, through the REP SharePoint Online Site or otherwise in connection with the Competition, may have been originally produced by the AESO, or by a third party or originally produced by a third party and altered, varied or summarised by the AESO. All such information and material is used by each Respondent Team on an "as is" basis and entirely at its or their own risk. The AESO neither represents nor warrants nor guarantees that the same constitute all or correct or complete or current versions thereof or of all statutes, regulations, law, rules, codes, standards and other materials applicable to a Respondent, Proponent or related Proponent, Renewables Projects or this Competition and the AESO makes no representation of any kind (express or implied) with respect thereto. Each Respondent and Respondent Team Member is solely responsible for becoming familiar with, and is required to satisfy itself as to, all statutes, regulations, laws, rules, codes, standards and other information, materials and matters applicable to it in relation to Renewables Projects and this

Competition. All such information and materials are provided by the AESO without, and the AESO expressly disclaims, warranty, representation or guarantee of any kind or nature (including express or implied) and none of same may be relied upon in any way by the Respondent and the Respondent Team and none of them shall have any recourse to the AESO nor any third party who has provided information (and the Respondent and Respondent Team will not pursue any Claim against any such third party in relation to such information), nor shall the AESO or any such third party have any liability (all of which is disclaimed) to any of them, in respect thereof.

All information provided whether by the AESO or a third party for purposes of this RFQ is intended to be used solely by the Respondent and Respondent Team in relation to this Competition. No such information may be used for any other purpose whatsoever, including commercial gain. The AESO may add, remove or alter information and other materials to, from or in the REP SharePoint Online Site at any time and from time to time as it sees fit in relation to this RFQ and throughout the Competition. It is the responsibility of each Respondent to remain current with respect to information and other materials in the REP SharePoint Online Site. The AESO at no time accepts responsibility to inform (nor shall it have any liability for not informing) any Respondent of any such additions, removals or alterations to the REP SharePoint Online Site. For absolute clarity, a Respondent uses material and information provided by the AESO at its own risk and must rely entirely on its own investigations and diligence with respect to the Competition and Renewables Projects.

5.10 Collection of Personal Information

The Respondent must advise (and must ensure each Respondent Team Member advises) Respondent Team Members who are Individuals and other individuals that all personal information disclosed to the AESO about each in conjunction with the Competition is being collected for the purpose of evaluating the Respondent's Qualification Submission. Those Individuals (and all other individuals) must also be advised that should they have any questions regarding this collection they may contact the AESO through the REP SharePoint Online Site. It is the Respondent's responsibility to obtain each such Individual's authorization to include such personal information in the Qualification Submission and authorization for the AESO to do reference checks. Respondents must, if so requested by the AESO, supply evidence demonstrating that such authorizations have been properly obtained.

6 CONFLICTS, COMMON OWNERSHIP, CHANGES AND COLLUSION

6.1 Conflict of Interest

A Respondent must not, without the consent of the AESO, conduct itself in a manner that creates or is likely to create a Conflict of Interest or perception of Conflict of Interest nor include among its Respondent Team any Person who is, or is associated in a material way in relation to the Competition with, a Restricted Party including any of the following:

- a) AESO Financial Advisor – KPMG LLP;
- b) AESO Legal Counsel – Norton Rose Fulbright Canada LLP;
- c) Fairness Advisor – P1 Consulting Inc.;
- d) the Individuals identified in Section 2.4 of Part A; and
- e) AESO Board members and staff, any former AESO Board members, and all former AESO staff and other Individuals who, in the sole opinion of the AESO, were principally involved in the development or implementation of REP Round 1 (including as evaluation panel members) or are in possession of non-public information, the disclosure of which to anyone would give a potential participant in the Competition any material advantage in REP Round 1.

Failure to comply with this provision may result in Disqualification of the Respondent from the Competition.

6.2 Inclusion of Restricted Parties

If the Respondent includes a Restricted Party or any Person who is associated with a Restricted Party as contemplated by Section 6.1 of Part A, among its Respondent Team, the AESO may, nonetheless and in its discretion, permit the Respondent to continue in the Competition subject to such conditions as the AESO may consider to be in the interests of the Competition.

6.3 Request for Decision

A Respondent or a current or prospective Respondent Team Member who has concern regarding whether it or a current or prospective employee, advisor or Respondent Team Member of that Respondent is, or may be, a Restricted Party, or has concern about any Conflict of Interest or any unfair advantage it may have or be perceived to have, is encouraged to request a decision or advance decision from the AESO by submitting the following information:

- a) name and contact information of the Person about which the decision is requested;
- b) a description of the relationship that raises the possibility or perception of a Conflict of Interest or unfair advantage;
- c) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the Conflict of Interest, perception of Conflict of Interest or unfair advantage; and
- d) copies of any relevant documentation.

If a Respondent or prospective Respondent Team Member or advisor becomes a Restricted Party, it may be listed in an Addendum, or in subsequent Competition documents, as a Restricted Party.

6.4 Common Ownership – Control Group Members

Unless permitted by the AESO in its discretion, there may be no Common Ownership; that is, Control Group Members of a Respondent Team may only participate as Control Group Members of that Respondent Team and not as Control Group Members of any other Respondent Team.

A Designated Equity Provider or Project Team Lead of a Respondent which withdraws or is Disqualified from this RFQ may only become a Control Group Member of another Respondent with approval of AESO in its discretion.

If there is Common Ownership as between two or more Respondent Teams, the AESO reserves the right to Disqualify any or all affected Respondents, or may permit any or all such Respondents to continue and impose such conditions as may be required by the AESO. Each Respondent is responsible, and bears the onus, to ensure that its Designated Equity Providers and its Project Team Leads and their respective Affiliates do not contravene the foregoing.

Any Respondent, which has concerns regarding whether participation by it or one of its Respondent Team Members or the Affiliate of any of them in more than one Respondent Team does or will constitute Common Ownership is encouraged to request a decision or an advance decision from the AESO by submitting its request, and the following information:

- a) names and contact information of current or prospective Respondent, Designated Equity Provider, Project Team Lead or Affiliate about whom the decision is being requested;
- b) a description of the relationship or potential relationship that gives rise to the possible breach of the above requirement; and
- c) copies of any relevant documentation.

The AESO may require additional information or documentation to demonstrate to the satisfaction of the AESO in its discretion that no breach of the above requirement exists or, if it does or might, that measures satisfactory to the AESO in its discretion have been or will be implemented to eliminate or mitigate any risk to the competitiveness or integrity of the Competition.

6.5 Changes to Respondent Team

If for any reason, a Respondent wishes to implement a Change to its Respondent Team after the Qualification Submission Deadline, it must submit a notice of its desire to make such Change. Within five (5) Business Days thereafter, the AESO may provide notice to the Respondent through the REP SharePoint Online Site that the AESO will not permit such Change, or that the AESO's permission for such change is required and in the latter case the Respondent must submit to the AESO the following information:

- a) the reason for the proposed Change;
- b) a comprehensive description of the proposed Change; and
- c) sufficient information and documentation, including the impact of the proposed Change upon the suitability, knowledge, skills, resources, experience, qualifications and abilities of the Respondent and its Respondent Team, to

demonstrate that the proposed Change, if permitted, would result in the Respondent and its Respondent Team (in each case considered as a whole and considered separately) retaining at least (in the opinion of the AESO) the suitability, qualifications, experience, abilities and financial capability of the Respondent and its Respondent Team (considered as a whole and considered separately) before the proposed Change.

The Respondent must provide such further information and documentation as the AESO may require in the AESO's discretion for the purpose of considering any such request for a Change.

The AESO may, in its discretion, by notice refuse or permit the proposed Change in respect of which its permission is required, and any permission of the AESO may be on such terms and conditions as the AESO may in its discretion consider appropriate. Implementation of any Change without the prior permission of the AESO may result in Disqualification of the Respondent.

In the event the AESO does not provide either of the above notices to the Respondent within the five (5) Business Day period referred to above, the AESO will be deemed to have provided its permission on an unconditional basis.

6.6 Collusion

Respondents must ensure that their participation in this RFQ is conducted in compliance with the Non-Collusion Requirements and without fraud or anti-competitive behaviour on their part or the part of any of their Respondent Team Members. Respondents and their Respondent Team Members, as regards the preparation and submission of their Qualification Submissions, shall not engage in discussions or other communications with any other Respondents or their Respondent Team Members. Breach of this provision may result in Disqualification of the Respondent from the RFQ process.

In the event a Respondent or its Respondent Team Members have, or may have, business relationships or business or other exchanges outside the scope of the Competition and, particularly this RFQ, with any other Respondent or its Respondent Team Members, and any of them is concerned that such relationships or exchanges might be viewed by the AESO as being non-compliant with the Non-Collusion Requirements, or providing an opportunity for fraud or anti-competitive behaviour, then they may request a decision or advance decision from the AESO in respect thereof and the terms of Section 6.4 of Part A relating to a request to the AESO for a decision or advance decision in the case of a Common Ownership concern will apply in the same manner, with necessary changes, to the assessment of such relationships or exchanges.

6.7 Decisions Final and Binding

The decision of the AESO in any of the matters in Sections 6.2, 6.3, 6.4, 6.5 and 6.6 of Part A, as applicable, is final and binding on the Persons requesting the ruling and all other Persons including all Respondents, their Respondent Team Members and the AESO. The AESO reserves the discretion to establish relevant processes, from time to time, relating to any of the foregoing including identifying any circumstances in which a decision may be reconsidered.

The AESO may provide any circumstances and information relating to any decision, and the decision by it, regarding any of the foregoing to all Respondents if the AESO, in its discretion, determines that the decision is of general application or such is in the interests of a fair and transparent Competition.

7 GENERAL TERMS AND CONDITIONS

7.1 Definitions

Capitalized terms and acronyms used in this RFQ have the respective meanings ascribed to them in the Glossary of Terms set out in Appendix A. Unless otherwise indicated, references to Sections, Parts and Appendices are references to sections, parts and appendices in this RFQ.

7.2 RFQ Documents

The following materials form part of, and are incorporated into, this RFQ:

- a) the body of this RFQ;
- b) all Appendices hereto; and
- c) all Addenda.

Any conflict or inconsistency between the body of this RFQ, the Appendices and any Addenda shall be resolved by interpreting the documents and information in the following order from highest priority to lowest priority:

- a) Addenda;
- b) Part A;
- c) Part B; and
- d) the Appendices.

All other information and materials (including responses to questions or Enquiries, information on the AESO website and information provided otherwise) are provided for information purposes only, do not form part of this RFQ and are not binding on the AESO.

7.3 Respondents to Bear All Costs

Respondents will bear all costs and expenses in connection with their participation in this RFQ, including any costs incurred in the review of this RFQ and any expert advice required in responding to this RFQ. The AESO and its advisors shall not be liable to pay any Respondent costs under any circumstances. In particular, the AESO will not (except and to the extent provided in Section 3.3 of Part A) reimburse any Respondent in any manner whatsoever in the event of Disqualification of its Qualification Submission or any Renewables Project Proposals or in the event of the cancellation of this RFQ. By submitting a Qualification Submission in response to this RFQ, the Respondent irrevocably and unconditionally waives any claims against the AESO and its advisors relating to the Respondent's costs and expenses. Further, the AESO will not, and is under no obligation to, reimburse any interested Person that becomes a Respondent, whether or not such Respondent submitted a Qualification Submission.

7.4 Due Diligence by Respondents

Respondents are required to conduct their own due diligence in relation to all aspects of this RFQ and the Competition. Respondents are responsible for carrying out any independent investigations, surveys, and studies which they consider necessary or appropriate in connection with satisfying their due diligence responsibilities, at their own cost.

7.5 Verification

All statements, information and documentation submitted as part of the Qualification Submission are subject to verification in accordance with the terms of this RFQ. If such statements, information or documentation are determined by the AESO to be incorrect or misleading, the AESO reserves the right to re-evaluate the Respondent's compliance with this RFQ and to revise the Qualification Submission's status, and Disqualify the Respondent, thereafter.

7.6 Ownership of Qualification Submission

Each and every Qualification Submission and Renewables Project Proposal submitted to the AESO becomes the property of the AESO immediately upon receipt by the AESO and, subject to the terms of this RFQ and all applicable Laws, rules, regulations and demands of authorities, will be held along with other information provided by the Respondent in confidence by the AESO.

7.7 No Offer

This RFQ does not constitute an offer of any kind. No contract of any kind is formed under, or arises from, this RFQ including as a result of the submission of a Qualification Submission and no contract is entered into in connection with this RFQ, save and except pursuant to the Confirmation Agreement. This RFQ does not commit or make the AESO responsible in any way, whether in contract, tort or otherwise to proceed with an RFP stage, select a Proponent or proceed with any other part of the Competition.

7.8 Cancellation

Although it is the current intention of the AESO to issue an RFP and select Selected Proponents and to enter into RESAs, the AESO may in its discretion, at any time prior to the execution of any RESA for any reason or no reason cancel the Competition including this RFQ by delivering a Cancellation Notice to all Respondents.

In the event that the AESO cancels this RFQ, the AESO may issue a new request for qualification for Renewables Projects. In that event, the AESO may proceed through a new competition in such manner as the AESO in its discretion considers appropriate.

7.9 No Liability

The AESO does not, by issuing this RFQ or by any communication or documentation made or provided in connection with this RFQ, incur any duty of care or contractual obligation to anyone including Respondents, Respondent Team Members or other Persons, and expressly disclaims any liability or obligation to anyone including all of the foregoing in connection with this RFQ and shall have no liability to any Person in connection with any Claim made in relation to this RFQ. Statements in this RFQ of the AESO's expectation in relation to the Renewables Projects and the Competition are relied upon or acted upon by all Persons solely at their own risk.

The AESO and its officials, employees, representatives, agents, consultants and advisors, including the Fairness Advisor will have no responsibility, obligations or liability whatsoever in contract, tort, or otherwise, for reimbursement, costs, liabilities, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Respondent, any Respondent Team Member or any other Person whatsoever in connection with, relating to or arising howsoever from the Competition or the cancellation thereof at any time, or any part or parts thereof, or any departure whether material or otherwise from the terms of this RFQ or the Competition.

7.10 Legal Liability for Breach of RFQ

Without limiting the terms of Section 7.9 of Part A, if a court of competent jurisdiction finds that the AESO is liable to the Respondent for any reason, the Respondent agrees the aggregate amount of damages recoverable against the AESO for any such liability, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the AESO, shall be no greater than the Submission Fee.

7.11 Disqualification and Prohibition

In addition to Disqualification of a Respondent otherwise set out in this RFQ, the AESO may Disqualify a Respondent if it determines any of the following have occurred:

- a) the Respondent, or a Respondent Team Member, has committed a material breach of the RFQ;
- b) the Respondent, or a Respondent Team Member, has knowingly provided false or misleading information to the AESO in its Qualification Submission;
- c) there is a material intentional misrepresentation of information in the Respondent's Qualification Submission;
- d) the Respondent, or a Respondent Team Member, has colluded with one or more other Respondents in preparing the Qualification Submission; or
- e) the Respondent, or a Respondent Team Member, has engaged in anti-competitive behaviour, as determined by the AESO in its discretion, with respect to the Competition.

If Disqualified, a Respondent will not be permitted to continue to participate in REP Round 1 and will not receive a refund of its Submission Fee, if already paid.

If a Respondent is Disqualified or, at the RFP Stage, the Counterparty for a RESA fails to provide security for or execute the RESA as required, then the AESO may, in its discretion:

- a) prohibit the Respondent and any of its Control Group Members from participation in some or all future competitions to promote Electricity from renewable energy resources under the REA, and
- b) prohibit the inclusion of some or all Sites included in Renewables Project Proposals identified in such Respondent's Qualification Submission in any submissions made in furtherance of such future competitions.

7.12 Reservation of Rights

The AESO reserves the right to do any or all of the following at its sole and absolute discretion:

- a) request Clarification from any Respondent and incorporate a Respondent's response to that Request for Clarification into the Respondent's Qualification Submission provided that such response shall not be incorporated to the extent it contains, in the AESO's opinion, material additions, variations or alterations to the Qualification Submission;

- b) meet with some or all Respondents to discuss aspects of their Qualification Submissions;
- c) seek a Respondent's acknowledgment of the AESO's interpretation of the Qualification Submission or any part of the Qualification Submission;
- d) contact any or all references supplied by a Respondent to verify and validate any information submitted by them, and contact any other Person who may have information about the Respondent's ability to deliver the Renewables Project(s) in order to verify or validate any information submitted by the Respondent;
- e) verify with any Respondent, or with a third party, any information set out in a Qualification Submission;
- f) contact any Designated Equity Provider or Equity Support Person, and obtain information on such party whether directly from the party or a third party;
- g) Disqualify a Respondent or Proponent, and Disqualify any Qualification Submission of such Respondent, if such Respondent or Proponent, or any of its Respondent Team Members or any of its or their employees, agents, contractors or representatives, breaches the provisions of this RFQ;
- h) waive any informality or irregularity or defect, including any alteration, qualification, omission, inaccuracy or misstatement, non-compliance, non-conformity (including in form, content and substance) or irregularity in a Qualification Submission which is not material;
- i) postpone, or suspend, temporarily or otherwise, this RFQ process;
- j) cancel the RFQ process;
- k) cancel the issuance of any RFP;
- l) qualify one, some or all Renewables Project Proposals in a Qualification Submission; or
- m) if only one Qualification Submission is received, elect to qualify or Disqualify it;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances, and the AESO shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Respondent, Respondent Team Member or any third party resulting from the AESO exercising any of its express or implied rights under this RFQ.

The AESO, in particular, reserves the right, in its sole discretion, to allow changes to the Prescribed Form – Solicitor's Confirmation Opinion Respecting Site Control of any Respondent which changes are required by the solicitor of the Respondent in order to permit such solicitor to issue such opinion and which are satisfactory to the AESO in its sole discretion.

The AESO is not obligated to seek Clarification or verification of any aspect of a Qualification Submission or any statement by a Respondent, including an ambiguity in a Qualification Submission or in a statement made by a Respondent.

By submitting its Qualification Submission, the Respondent authorizes the collection by the AESO of any information that the AESO elects to collect in exercising its rights reserved in this Section 7.12 of Part A.

7.13 Governing Law of this RFQ

This RFQ shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each Respondent submits to the exclusive jurisdiction of the Courts of the Province of Alberta situated in Calgary.

REQUEST FOR QUALIFICATIONS

PART B: QUALIFICATION SUBMISSIONS – INSTRUCTIONS AND REQUIREMENTS

1 QUALIFICATION SUBMISSIONS - INSTRUCTIONS

- (a) **General Instructions.** The Qualification Submission:
- (i) must be delivered through the REP SharePoint Online Site and by hand or courier delivery in hard copy format (single copy), respectively, at the REP SharePoint Online Site and the Delivery Address on or before the Qualification Submission Deadline. The Qualification Submission delivered through the REP SharePoint Online Site will be deemed the “original copy” and in the event of a conflict between the original copy and the hard copy, the original copy shall prevail. A Qualification Submission submitted (either or both in electronic and hard copy format) after the Qualification Submission Deadline will not be considered. The electronic copy delivered through the REP SharePoint Online Site must be fully transmitted and fully received by the AESO prior to the Qualification Submission Deadline.
 - (ii) Submission Fee must be payable by way of certified cheque or bank draft and must be delivered by hand or courier to the Delivery Address on or before the Qualification Submission Deadline. The certified cheque, bank draft or attached cover letter must clearly indicate the Respondent's name and that the Submission Fee is being provided in respect of REP Round 1. If the Submission Fee is not delivered to the Delivery Address on or before the Qualification Submission Deadline, the corresponding Qualification Submission will not be considered. The calendar and clock within the REP SharePoint Online Site, as regards electronic delivery of the Qualification Submission, and the calendar and clock at the Delivery Address, as regards the hand delivery of the Qualification Submission and the Submission Fee, in each case whether accurate or not, will establish the times of delivery of the Qualification Submission and the Submission Fee;
 - (iii) must be in English only;
 - (iv) must 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 any Entity;
 - (v) should, as regards the electronic copy, be electronically searchable and printable, except for pdf format signature pages of any Prescribed Forms, which are not required to be searchable;
 - (vi) should be clearly subject titled “AESO REP Round 1, Qualification Submission” and indicate Respondent’s name;
 - (vii) should include the Prescribed Forms, Narrative Statements and other information and documents to be provided by the Respondent separately foldered and sub-foldered, as to the electronic copy, and tabbed and sub-tabbed, as to the hard copy, as stipulated in “Table – Submission Folders” below, and as otherwise set out in this Part B;

- (viii) should use Canadian Dollars when providing financial information and if converting from another currency, identify the method and date of conversion where applicable;
 - (ix) should, when historical information is requested to be provided for a period with reference to a stipulated number of prior years, reckon such period from the date the Qualification Submission and its Renewables Project Proposals are delivered to the AESO;
 - (x) should ensure that Prescribed Forms and Narrative Statements which are submitted in Word format (or PDF documents created from Word documents), are, or are formatted for, 8.5" x 11" paper, having text with 1.5 line spacing and minimum 11 point font size (for clarity this requirement does not apply to Gantt timelines and other materials the Respondent might submit which are not provided in Word format) or as PDF documents created from Word documents; and
 - (xi) should be prepared having regard to this RFQ, including the Glossary of Terms set out in Appendix A and the representative activities set out in Appendix Q.
- (b) If any Narrative Statement or other document delivered as part of a Qualification Submission has a page limit for it stipulated in this RFQ or in such document, and if pages in excess of the limit are submitted for such document, the submission of such excess pages will not result in Disqualification of the Qualification Submission, but the pages exceeding the limit will be removed by the AESO from the Qualification Submission or Renewables Project Proposal and the pages removed will not be considered or evaluated by the AESO.
- (c) The Submission Fee may be delivered to the AESO either before, concurrent with or after delivery of the remainder of the Qualification Submission but must, in all events, be delivered to the AESO prior to the Qualification Submission Deadline.
- (d) **Specific Instructions for Prescribed Forms and Narrative Statements.**
- (i) Prescribed Forms submitted with the Qualification Submission must comply with the instructions set out in the Prescribed Form and in Section 2 and Section 3 of Part B and include in or attach to such forms, as applicable, any substantiating evidence or documents specified in the Prescribed Form.
 - (ii) If any Prescribed Form as set out in the Appendices to this RFQ contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required.
 - (iii) The pages of Prescribed Forms should be kept together in the Qualification Submission.
 - (iv) Apart from the completion of any blanks, bullets or similar uncompleted information in the Prescribed Forms or the addition of rows or columns as contemplated by clause (d)(ii) above, a Respondent should not make amendments to the pre-printed wording of the Prescribed Forms (unless the wording in such forms is intended and designed to be deleted).

- (v) Any amendments made to the Prescribed Forms, whether on the face of such forms or contained elsewhere in the Qualification Submission, if they constitute Material Deviations, may result in the Disqualification of the Qualification Submission or any of its Renewables Project Proposal(s), or otherwise may be taken into consideration in the evaluation of the Qualification Submission and its Renewables Project Proposal(s).
- (vi) All Prescribed Forms (including the Confirmation Agreement in Appendix B which also requires the signature of a Person who has authority to bind the Respondent) requiring signature of the Respondent must be signed by the Respondent's Representative.
- (vii) In instances where there are discrepancies or inconsistencies between the statements or declarations in the Prescribed Forms and those otherwise in the Qualification Submission or any of its Renewables Project Proposal(s), the AESO may, but shall not be required to, Disqualify the Respondent or may seek Clarification from the Respondent if such discrepancies or inconsistencies do not represent Material Deviations.

Table – Submission Folders

Folder	Sub-Folders	Contents Requirements
Provide the following in the Qualification Submission – Section 2 of Part B:		
General	Confirmation Agreement	Copy of (the previously submitted) Appendix B completed and signed by a senior officer or director (or Individual holding a similar position where the Respondent is an Unincorporated Association) of the Respondent and also include the name and signature of the Respondent's Representative.
	Respondent Agreement	Appendix C completed and signed by the Respondent's Representative
	Relationship Disclosure Form	Appendix D completed and signed by the Respondent's Representatives
	Qualification Submission Certificate	Appendix E completed and signed by the Respondent's Representative
	Addenda Acknowledgements	Copies of all Addenda signed by the Respondent's Representative acknowledging receipt and review of same.
Respondent Information	General Information	Prescribed Form – Respondent Information – Appendix F
	Control Group Information	Prescribed Form – Control Group Information – Appendix G
	Project Summary and Priority for Evaluation	Prescribed Form – Renewables Projects Summary and Priority for Evaluation – Appendix H
Provide the following for each Renewables Project Proposal – Section 3 of Part B:		
Renewables Project Proposal (note: submit a separate folder clearly labelled for	Eligibility	Prescribed Form – Respondent Declarations – Appendix I
	Renewables Project Proposal Information	Prescribed Form – Renewables Project Profile – Appendix J
	Site Control	Prescribed Form – Solicitor's Confirmation Opinion Respecting Site Control – Appendix K

Folder	Sub-Folders	Contents Requirements
each Renewables Project Proposal)	Project Plan	Project Plan Narrative
	Stakeholder Relations	Stakeholder Relations Narrative
	Respondent Team Member Roles	Team Member Roles Narrative
	Project Delivery Experience	<ul style="list-style-type: none"> • Prescribed Form – Comparable Facility Experience for each Comparable Facility used to satisfy the Project Delivery Experience Requirement for the applicable Renewables Project Proposal – Appendix L • Prescribed Form – Entity Profile for each Respondent Team Member that is not an Individual and whose experience is used to satisfy the Project Delivery Experience Requirement for the applicable Renewables Project Proposal – Appendix M • Prescribed Form – Individual Personnel Profile for each Respondent Team Member that is an Individual and whose experience is used to satisfy the Project Delivery Experience Requirement for the applicable Renewables Project Proposal – Appendix N
	Financial Strength & Equity Commitment	<ul style="list-style-type: none"> • Prescribed Form – Renewables Project Financial Information – Appendix O • Prescribed Form – Commitment Letter from each Designated Equity Provider – Appendix R • Financing Plan Narrative
Provide the following for Tangible Net Worth – Section 4 of Part B:		
Tangible Net Worth	Financial Statements	<ul style="list-style-type: none"> • For each Designated Equity Provider, financial statements for the last two (2) fiscal years • For each Designated Equity Provider, financial statements for the most recently completed fiscal quarter
	TNW Methodology	TNW Methodology for each Designated Equity Provider

2 QUALIFICATION SUBMISSIONS – GENERAL REQUIREMENTS

A Respondent must, prior to the Qualification Submission Deadline, provide the AESO with a Submission Fee in the amount applicable to such Qualification Submission in the form of a certified cheque or bank draft payable to Alberta Electric System Operator. No other forms of payment will be accepted. The Submission Fee must be delivered by hand or courier to the Delivery Address. The Respondent must include as part of its Qualification Submission:

2.1 Confirmation Agreement

A copy of the executed Confirmation Agreement submitted to the AESO pursuant to Section 1.7 of Part A.

2.2 Respondent Agreement

A completed Prescribed Form – Respondent Agreement signed by the Respondent's Representative, which form is attached hereto as Appendix C.

2.3 Relationship Disclosure Form

A completed Prescribed Form – Relationship Disclosure Form signed by the Respondent's Representative, which form is attached hereto as Appendix D.

2.4 Qualification Submission Certification

A completed Prescribed Form – Qualification Submission Certification signed by the Respondent's Representative, which form is attached hereto as Appendix E.

2.5 Respondent General Information Requirements

A completed Prescribed Form – Respondent Information, which form is attached hereto as Appendix F.

2.6 Control Group Information Requirements

A completed Prescribed Form – Control Group Information, which form is attached hereto as Appendix G.

2.7 Project Information Summary and Priority for Evaluation Requirements

A completed Prescribed Form – Renewables Project Information Summary and Priority for Evaluation, which form is attached hereto as Appendix H.

3 QUALIFICATION SUBMISSION – RENEWABLES PROJECT PROPOSALS REQUIREMENTS

The Respondent must, as part of its Qualification Submission but **SEPARATELY IN RESPECT OF EACH RENEWABLES PROJECT PROPOSAL**, satisfy the requirements and submit the information and Prescribed Forms and Narrative Statements set out in Sections 3.1 through Section 3.8 of Part B, inclusive (such requirements, information, Prescribed Forms and Narrative Statements provided in a Qualification Submission in respect of a Renewables Project shall constitute the “**Renewables Project Proposal**” for such Renewables Project).

3.1 Renewables Project Proposal – Eligibility

Each Renewables Project described in a Renewables Project Proposal must meet the following criteria (“**Eligibility Criteria**”):

- (a) Have a proposed Contract Capacity of equal to or greater than 5 MW.
- (b) Not have a proposed Contract Capacity that is greater than the Procurement Target.
- (c) Be located in the Province of Alberta.
- (d) Be a single facility, separately metered.
- (e) Be a New Build or be an Expansion. For absolute clarity, a Renewables Project referred to in a Renewables Project Proposal that is an Expansion is eligible under this RFQ only with respect to the Contract Capacity relating to the Expansion, separately metered.
- (f) Not be the subject of a physical or financial power, or capacity contract or derivative, or purchase, premium, support or other contract relating to Electricity generated by, or Renewables Attributes produced from, the Renewables Project.
- (g) Be reasonably expected to attain Commercial Operation on or before the Target COD.
- (h) Be able to connect to the existing AIES and be located where the available capacity of the line or substation of the AIES to which the Facility will connect, under system normal conditions, can accept 100% of the Renewables Project’s Contract Capacity.
- (i) Utilize one or more Renewable Fuels as the sole source(s) of fuel to generate Electricity (except in the case of a Renewables Project utilizing Sustainable Biomass to generate Electricity).
- (j) Have a design life equal to at least the Term of the RESA.
- (k) Have assured Site Control.

Each Renewables Project Proposal must include a completed Prescribed Form – Respondent Declarations, which form is attached hereto as Appendix I. The Prescribed Form – Respondent Declarations should, in respect of the applicable Renewables Project, evidence compliance with the Eligibility Criteria (except in respect of item (h) above which will be determined by the AESO in the Connection Capacity Assessment described in Section 4.1 of Part A).

3.2 Renewables Project Proposal – Information Requirements

Each Renewables Project Proposal must include a completed Prescribed Form – Renewables Project Profile, which form is attached hereto as Appendix J.

3.3 Renewables Project Proposal – Site Control

For each Renewables Project Proposal, the Respondent should have Site Control for the Site by way of the following:

- (a) title, or option/agreement that provides right to acquire title; and/or
- (b) a lease or an option/agreement to lease, that provides the Counterparty with the right to construct, operate and maintain the Renewables Project, which lease has, or will have, a term that is no less than the Term of the RESA; and/or
- (c) in the case of Overlap Lands, a lease or sublease or an option/agreement to lease or sublease, as applicable, that provides the Counterparty with the right to construct, operate and maintain the Renewables Project, which lease or sublease has, or will have, a term that is no less than the Term of the RESA; and/or
- (d) in the case of Substation Lands, any of 3.3(a) (b) or (c) above either exclusively in favour of the Counterparty, or in favour of the Counterparty jointly with others.

For clarity, the Respondent is not required to demonstrate Site Control in respect of lands (including road allowances) upon which only collection system assets (and no other Renewables Project assets or Generating Equipment) will be located. In addition: (i) the Site of each Renewables Project Proposal contained in a Qualification Submission must be separate and distinct from the Site of each other Renewables Project Proposal contained in such Qualification Submission, (ii) the Respondent must demonstrate exclusive and independent Site Control with respect to each Renewables Project Proposal contained in its Qualification Submission and may not submit multiple Renewables Project Proposals with overlapping Sites, and (iii) the AESO may Disqualify one or more Renewables Project Proposals with overlapping Sites.

Each Renewables Project Proposal must include a completed Prescribed Form – Solicitor's Confirmation Opinion Respecting Site Control, which form is attached hereto as Appendix K. The submission of a completed Prescribed Form – Solicitor's Confirmation Opinion Respecting the Site Control for each Renewables Proposal will evidence the Site Control requirement in respect of the applicable Renewables Project.

3.4 Renewables Project Proposal – Project Plan

Each Renewables Project Proposal should include a Plan and information related to the Delivery of the Renewables Project which will satisfy the AESO that the Renewables Project can reasonably be expected to attain Commercial Operation by the Target COD (the "**Project Plan Requirement**"). In addressing the Project Plan Requirement, Respondents should relate their relevant experiences (as provided through the applicable Prescribed Form – Comparable Facility Experience, each applicable Prescribed Form – Entity Profile and each applicable Prescribed Form – Individual Personnel Profile included in the Respondent's Qualification Submission) to their project plan and Respondents are encouraged to refer to Appendix Q – Representative Activities.

The Project Plan Requirement will, in respect of the Renewables Project Proposal, be evidenced by the submission of information and material related to the Renewables Project, which will at a minimum include:

- (a) an overall project plan for Delivery of the Renewables Project;
- (b) a high-level overview of the key risks or challenges that may impact the critical path(s) to achieving Commercial Operation on or before the Target COD, as well as a discussion of applicable actions or steps which may mitigate such risks or challenges;
- (c) a detailed list of all Approvals related to the Renewables Project (including any which have already been attained) and:
 - (i) a concise description of activities associated with attaining such Approvals, and an indication of their current status;
 - (ii) a description of the approach to securing outstanding Approvals associated with the Renewables Project, including in respect of any previously attained Approvals that are likely to require amendments; and
 - (iii) a description of any issues of concern or specific risks related to attaining such Approvals that may adversely impact achievement of Commercial Operation by the Target COD, and any contingency plans to mitigate such concerns and risks;
- (d) information with respect to any electrical connection applications, Approvals and agreements required to achieve energization of the Renewables Project and deliver Electricity to the AIES, which information should, at a minimum:
 - (i) identify and describe any necessary connection Approvals or agreements, including any which have already been attained;
 - (ii) provide concise descriptions of the processes and activities associated with attaining such Approvals/agreements, and indicate their current status;
 - (iii) identify the connecting authority and transmission or distribution facility owner involved with such activities, and
 - (iv) describe the approach to securing outstanding connection Approvals/agreements, including any attained connection Approvals/permits that are likely to require amendments; and
- (e) a timeline to COD (by including a Gantt chart, or similar schedule diagram) considering such things as road bans, breeding season limitations and other limitations which might be imposed, including start/end dates, and durations of key activities and the dates of major milestones, which timeline shall:
 - (i) include key activities/major milestones that have been completed to date and indicate the current status of the Renewables Project's progress along the timeline;
 - (ii) identify the critical path(s) within such timeline and the major milestones that form each critical path, (including environmental studies, construction permits, procurement lead times for critical equipment, etc.) and each key element to be completed, addressed or achieved within the critical path;
 - (iii) to the extent not already addressed in item (ii) above:

- (A) a critical path schedule for securing the Approvals referenced in Section 3.4(c) of Part B above, including anticipated timelines and milestone dates; and
- (B) and critical path schedule for securing the connection Approvals/agreements referenced in Section 3.4(d) of Part B above; and
- (iv) a concise supporting narrative describing the basis for expectations and rationale for such timeline.

The Respondent must, in respect of each Renewables Project, address the Project Plan Requirement by submitting a narrative not exceeding twelve (12) pages in length (inclusive of Gantt and other charts, lists, timelines and tables) describing the required information, and including Gantt and other charts, lists, timelines, tables or other diagrams (the “**Project Plan Narrative**”).

3.5 Renewables Project Proposal – Stakeholder Relations

Each Renewables Project Proposal should include information with respect to outreach and engagement with relevant stakeholders and should relate their relevant experience, as provided through the applicable Prescribed Form – Comparable Facility Experience included in the Respondent’s Qualification Submission, to their intentions for outreach and engagement such that the AESO will be satisfied that stakeholders will be appropriately engaged (the “**Stakeholder Relations Requirement**”), and which information will, at a minimum:

- (a) describe the approach to outreach and engagement with stakeholders and affected parties; and
- (b) describe activities conducted to date and critical milestones achieved toward robust stakeholder engagement.

The Respondent must, in respect of the Renewables Project, address the Stakeholder Relations Requirement by submitting a narrative not exceeding four (4) pages in length (inclusive of tables, lists, charts or diagrams) describing the required information, which narrative may include tables, lists, charts, diagrams or other materials (the “**Stakeholder Relations Narrative**”).

3.6 Renewables Project Proposal – Team Member Roles

Each Renewables Project Proposal should, having reference to the Project Plan Narrative and relating the relevant Respondent Team experience as provided through the applicable Prescribed Form – Comparable Facility Experience included in the Respondent’s Qualification Submission, include information about the roles that Respondent Team Members will have in Delivery of the Renewables Project (the “**Team Member Roles Requirement**”), which information should, at a minimum:

- (a) describe the key considerations, activities, and functions required in the performance of each stage of Delivery;
- (b) make reference to past Project Delivery experience gained with Comparable Facilities by each applicable Respondent Team Member and describe how such experience is relevant to Delivery of the Renewables Project; and
- (c) describe the roles and responsibilities of each applicable Respondent Team Member in relation to the performance of each stage of Delivery.

However, such information should not reference Respondent Team Members who are Individuals, unless a Prescribed Form – Individual Personnel Profile has been included in the Renewables Project Proposal in respect of such Individual.

The Respondent must, in respect of the Renewables Project, evidence the Team Member Roles Requirement by submitting a narrative not exceeding two (2) pages in length (inclusive of tables, lists, charts or diagrams) describing the required information and relating their relevant experience as provided through each applicable Prescribed Form – Entity Profile and each applicable Prescribed Form – Individual Personnel Profile included in the Respondent's Qualification Submission, which narrative may include tables, lists, charts, diagrams or other materials (the “**Team Member Roles Narrative**”).

3.7 Renewables Project Proposal – Project Delivery Experience

Respondent must, in respect of each Renewables Project, provide information which will satisfy the AESO that the Respondent, through Project Delivery, has sufficient relevant experience (which it relates to and in the Project Plan, Stakeholders Relations Narrative, Team Members Roles Narrative, Financial Strength and Equity Requirement and Financing Plan Narrative) to bring the Renewables Project to Commercial Operation by the Target COD (the “**Project Delivery Experience Requirement**”). To address the Project Delivery Experience Requirement, Respondent should, for the Renewables Project (and relating such experience as noted):

- (a) demonstrate experience in each stage of Project Delivery (in demonstrating and describing experience with Project Delivery, Respondents are encouraged to refer to the representative activities listed in Appendix Q) with at least two (2), but no more than ten (10) Comparable Facilities; provided that:
 - (i) experience with each stage of Project Delivery must be evidenced with not less than two (2) Comparable Facilities;
 - (ii) the maximum limit of ten (10) Comparable Facilities applies in respect of all (if more than one) Renewables Project Proposals included in the Qualification Submission as well as in respect of a single Renewables Project Proposal; that is, in no event may the Respondent make reference to more than ten (10) Comparable Facilities across all Renewables Project Proposals;
 - (iii) experience described must have been gained no more than ten (10) years prior to the date of the Qualification Submission;
 - (iv) each Comparable Facility identified in relation to described experience must have been in commercial operation for at least a one (1) year period;
 - (v) the Respondent can draw on past experience of all of the Respondent Team Members to the extent necessary to evidence the experience requirements;
 - (vi) experience in all stages of Project Delivery need not have been attained with the same Comparable Facility;
 - (vii) at least one (1) example of the Development stage must be demonstrated with a Comparable Facility that uses the same Renewable Fuel(s) as the Renewables Project;
 - (viii) at least one (1) example of the Development stage of Project Delivery must be demonstrated with a Comparable Facility that is located in North America; and

- (ix) at least one (1) Comparable Facility must have a similar connection configuration (i.e. connection to the transmission system or distribution system, as applicable) to that of the Renewables Project;
- (b) identify and explain the nature of the roles and responsibilities held by the applicable Respondent Team Member(s) in respect of such Comparable Facilities (with reference to the representative activities set out in Appendix Q); provided that:
 - (i) in the case of a Respondent Team Member that is an Entity, Respondent may use experience attained through an Affiliate of such Entity. If a Respondent Team Member is relying on the experience of Affiliates to evidence experience with a Comparable Facility, it must provide a description of the manner in which the Respondent is affiliated with such Affiliate, and include an organization chart detailing the relationships, including the level of economic and controlling interest among the applicable Entities; and
 - (ii) in the case of a Respondent Team Member that is an Individual:
 - (A) the Project Delivery experience must have been attained in a Managerial Capacity rather than in carrying out subordinate functions;
 - (B) experience attained while such Individual was employed with an entity that is not the Individual's current employer is permitted as long as such Individual's relevant prior employer is identified; and
 - (C) the experience of such Individual does not need to have been attained with the Respondent Team or its Affiliates.

The involvement of the Respondent or Respondent Team Members in the Project Delivery of Comparable Facilities used to evidence this requirement must have been in circumstances where, as applicable, the Respondent or its Respondent Team Members had primary responsibility for the applicable stage of Project Delivery in respect of which such Comparable Facilities are used to evidence Project Delivery experience.

The Project Delivery Experience Requirement for the Renewables Project must be addressed by the submission of:

- (c) a completed Prescribed Form – Comparable Facility, which form is attached hereto as Appendix L, for each Comparable Facility used to address the Project Delivery Experience Requirement for such Renewables Project; and
- (d) a completed Prescribed Form – Entity Profile, which form is attached hereto as Appendix M, for each Respondent Team Member that is not an Individual and whose experience is used to address the Project Delivery Experience Requirement for such Renewables Project, which Entity Profile should be limited to two (2) pages and should include a summary table of all Comparable Facilities used in the Qualification Submission to demonstrate Project Delivery experience as attained by that Respondent Team Member (provided that, if a Respondent Team Member is to be identified as having Project Delivery experience in respect of more than three Comparable Facilities, then a second (or, if necessary, a third or fourth) completed Prescribed Form – Entity Profile may be submitted in respect of such Respondent Team Member); and
- (e) a completed Prescribed Form – Individual Personnel Profile, which form is attached hereto as Appendix N, for each Respondent Team Member who is an Individual and whose experience is used to address the Project Delivery Experience Requirement for

such Renewables Project; which personnel profile should be limited to two (2) pages and will include a summary table of all Comparable Facilities used in the Qualification Submission to demonstrate Project Delivery experience as attained by that Respondent Team Member (provided that, if a Respondent Team Member is to be identified as having Project Delivery experience in respect of more than three Comparable Facilities, then a second (or, if necessary, a third or fourth) completed Prescribed Form – Individual Personnel Profile may be submitted in respect of such Respondent Team Member).

3.8 Renewables Project Proposal – Financial Strength and Equity Commitment

Each Renewables Project Proposal should include all necessary information to evidence to the AESO that the Respondent has access to sufficient financial resources and has by reference to related experience set out in the applicable Prescribed Form – Comparable Facility Experience included in the Respondent's Qualification Submission and the relevance of such experience to Financing of the Renewables Project, sufficient financing experience and financial robustness, and a financing plan, to satisfy the AESO that the Respondent can finance the Delivery of the Renewables Project described in the Renewables Project Proposal, such that the AESO can reasonably expect the Renewables Project(s) to achieve Commercial Operation by the Target COD and continue to operate during the term of the RESA (the “**Financial Strength and Equity Commitment Requirement**”). To address the Financial Strength and Equity Commitment Requirement, Respondent must, for each Renewable Project included in the Qualification Submission:

- (a) identify the Designated Equity Provider(s) and its Committed Equity, for such Renewables Project;
- (b) procure from the Designated Equity Provider(s) to the Renewable Project, confirmation of an Equity Commitment (in aggregate, if applicable) equal to the Designated Equity of the Renewables Project;
- (c) demonstrate sufficient financing experience to satisfy the AESO that the Respondent can finance the Delivery of the Renewables Project described in the Renewables Project Proposal, such that the AESO can reasonably expect the Renewables Project to achieve Commercial Operation by Target COD and continue to operate during the terms of the RESA; and
- (d) demonstrate sufficient financial robustness to satisfy the AESO that the Respondent can finance the Delivery of the Renewables Project described in the Renewables Project Proposal, such that the AESO can reasonably expect the Renewables Project to achieve Commercial Operation by the Target COD and continue to operate during the term of the RESA.

The Financial Strength and Equity Commitment Requirement for the Renewables Project shall be addressed by:

- (e) the submission of a completed Prescribed Form – Renewables Project Financial Information, which form is attached hereto as Appendix O;
- (f) the submission of a Commitment Letter from each Designated Equity Provider and Equity Support Person (as applicable) materially in the form of the Prescribed Form – Commitment Letter, which form is attached hereto as Appendix R, that:
 - (i) indicates the specified amount of the Equity Commitment, which amount must match the amount stated in the Prescribed Form – Renewables Project Financial Information, submitted in respect of such Renewables Project;

- (ii) confirms that the Equity Commitment has been approved by the board of directors, investment committee or other management group with authority to approve participation in the Renewables Project Proposal by the Designated Equity Provider and the Equity Commitment and is signed by a senior officer of the Designated Equity Provider (or the Designated Equity Provider if the Designated Equity Provider is an Individual);
- (iii) provides details of any material off-balance sheet financing arrangements currently in place; or provides confirmation of no material off-balance sheet financing arrangements;
- (iv) confirms that since the date of the latest financial statements provided to the AESO in respect of the Designated Equity Provider, no facts or circumstances have arisen that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the financial statements;
- (v) to the extent there are facts or circumstances that would materially adversely affect the Designated Equity Provider's financial condition as set out in such financial statements, then and in lieu of providing the confirmation required under subsection (iv) above, provides confirmation from a senior officer of the Designated Equity Provider stating, in detail:
 - (A) the facts or circumstances that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the financial statements submitted in response to this requirement; and
 - (B) the revised value of the Designated Equity Provider's Tangible Net Worth, estimated reasonably and in accordance with GAAP having regard to the facts and circumstances set out in response to this subsection (v), together with the calculations supporting such revised value of the Designated Equity Provider's Tangible Net Worth;
- (vi) provides details of any bankruptcy, insolvency, companies creditors arrangements or other insolvency proceedings in the last two (2) fiscal years, and any material litigation or other material adverse proceeding (such as arbitration or other alternative dispute resolution proceedings or regulatory investigations or proceedings) that has occurred in the past two (2) years or that remain outstanding and that may affect its ability to perform its obligations in respect of the Renewables Project, or provide confirmation that no such proceedings or investigations exist; and
- (vii) is on letterhead of the Designated Equity Provider, if an Entity; and
- (g) the submission of a financing plan, not exceeding two (2) pages in length, for the Delivery of the Renewables Project. The financing plan should reflect: the status of progress for each source of capital; specifics as to the source of debt financing (i.e.: bank/bond); descriptions of the execution risks associated with successfully delivering the planned funding; summaries of material risks to the financing plan (including interest rate and foreign exchange exposure, as applicable); and provide descriptions of the manners in which the funding is structured to address the material risks retained by the Renewables Project (the "**Financing Plan Narrative**").

4 QUALIFICATION SUBMISSION – TANGIBLE NET WORTH REQUIREMENTS

The Qualification Submission must provide the AESO with assurance that each Designated Equity Provider has the Tangible Net Worth to support the Equity Commitment made by it for each and all of the Renewables Project Proposals in respect of which it is a Designated Equity Provider (the “**TNW Requirement**”).

To satisfy the TNW Requirement, a Designated Equity Provider must have a Tangible Net Worth, calculated at the end of each of its last two (2) fiscal years and at the end of its most recently completed fiscal quarter (if financial statements are available for such fiscal quarter), which in each instance is at least equal to a threshold amount calculated as follows:

- (a) In respect of each Renewables Project Proposal contained in the Qualification Submission, an amount equal to:

$$\text{CC} * \text{EC} * \$250,000$$

Where:

CC = the Contract Capacity of the applicable Renewables Project Proposal; and

EC = the Equity Commitment made by the Designated Equity Provider in respect of the applicable Renewables Project Proposal.

- (b) In respect of the Qualification Submission, an amount equal to the aggregate of the amounts calculated in (a) above in respect of such Designated Equity Provider.

If the TNW of such Person is not at least equal to the threshold amount calculated above across all of the Renewables Project Proposals in respect of which it is a Designated Equity Provider, the AESO will Disqualify Renewables Project Proposals in respect of which such Person is a Designated Equity Provider, in order, in the priority (lowest to highest) provided by the Respondent, in the Prescribed Form – Project Information Summary and Priority for Evaluation, and following each such Disqualification, re-assess TNW with respect to the remaining applicable Renewables Project Proposals until TNW, as re-assessed, is sufficient to support the remaining Renewables Project Proposals.

If a Designated Equity Provider stipulated in a Renewables Project Proposal requires the financial assistance or credit support of an Equity Support Person (including its parent, subsidiary, or other Affiliate) in order to be able to provide its Committed Equity for a Renewables Project, then such Equity Support Person, rather than the stipulated Designated Equity Provider, shall be considered to be the Designated Equity Provider for purposes of the TNW Requirement and this Section 4 of Part B, and the TNW Requirement and the submission requirements below will need to be satisfied with respect to such Equity Support Person and not for the stipulated Designated Equity Provider; but both the stipulated Designated Equity Provider and the Equity Support Person must submit a Prescribed Form – Commitment Letter in the form attached as Appendix R as contemplated by Section 3.8(f) of Part B completed as applicable to it in accordance with Appendix R.

As part of the Qualification Submission, the Tangible Net Worth requirements of the Designated Equity Provider will be addressed by:

- (a) Submission of the Designated Equity Provider(s) audited (if available) financial statements for each of its last two (2) fiscal years for which financial statements have been issued.

- (b) Submission of the Designated Equity Provider's financial statements for its most recently completed fiscal quarter (audited if available) if issued, or a certificate of an officer of the Designated Equity Provider confirming that the Designated Equity Provider issues financial statements on an annual basis only..
- (c) Specifying in the Prescribed Form – Renewables Project Information Summary and Priority for Evaluation included in the Respondent's Qualification Submission, the TNW values of the Designated Equity Provider at the end of each of the last two fiscal years and, if applicable, the last fiscal quarter.
- (d) Submission of a summary outlining and describing the methodology / calculations ("**TNW Methodology**") used to determine the TNW of the Designated Equity Provider based on the information provided and in accordance with the definition of Tangible Net Worth. The summary must clearly explain the methodology used to link each applicable line item contained in the Financial Statements submitted with the TNW value of the Designated Equity Provider(s). To the extent that there are any relevant line items, including any assets or liabilities that are identified in the Financial Statements, which the Respondent believes should not be included in the Tangible Net Worth calculations, the summary must clearly identify those amounts and explain the rationale for excluding such amounts.
- (e) If any applicable line item contained in the financial statement submitted with the TNW value is not determined in accordance with GAAP, then as part of the TNW Methodology, such line item should be recalculated to be in accordance with GAAP and a reconciliation provided to support such recalculation.

If any of the financial statements provided in response to this requirement are not audited, then they must be submitted together with a statutory declaration of an officer of the Designated Equity Provider(s) (or the Designated Equity Provider itself, if it is an Individual) stating that such financial statements present fairly, in all material respects, the financial position of the party whose financial statements they are, prepared in conformity with GAAP.

The AESO may, in its sole and absolute discretion recalculate or reconsider TNW based on a calculation the AESO deems appropriate in a situation where the TNW Methodology submitted, having regard to the definition of Tangible Net Worth in Appendix A, appears, to the AESO, to calculate TNW incorrectly or inconsistently with the financial statements submitted.

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS

APPENDIX A

GLOSSARY OF TERMS AND RFQ INTERPRETATION PROVISIONS

1 Glossary of Terms

In addition to capitalized terms otherwise defined herein, in this RFQ each of the following capitalized terms (and their root terms and derivations) and acronyms has the meaning set out below corresponding to such term or acronym.

TERM OR ACRONYM	MEANING
Addenda	Means the written documents expressly identified as addenda and issued by the AESO pursuant to this RFQ and “Addendum” means any one of such documents.
AESO and “ISO”	Has the meaning given the term “independent system operator” in the EUA.
Affiliate	Means, with respect to any Person, any other Person directly or indirectly controlling, or directly or indirectly controlled by, or under direct or indirect common control with, such Person.
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 RFQ and includes each and all of them as submitted in a Qualification Submission.
Approvals	Means all applicable provincial, municipal and federal permits and approvals, in necessary form and substance, which if not obtained would prohibit or prevent the Respondent carrying out all stages of Project Delivery of the Renewables Project, or if not obtained when anticipated could reasonably be expected to prevent the Renewables Project from achieving Commercial Operation by the Target COD.
AUC	Means the Alberta Utilities Commission or its successor.
Board	Means the board of members of the AESO.
Business Day	Means a day, other than a Saturday or Sunday, or a statutory holiday recognized in Alberta.
Cancellation Notice	Means a notice delivered to a Respondent by the AESO, through the SharePoint Online Site, cancelling this RFQ.

TERM OR ACRONYM	MEANING
Capacity Factor	Means the expected annual production of Electricity from a Renewables Project measured at or connected to the Connection Point calculated in MWh per year and expressed as a percentage of the maximum annual production of Electricity from such Renewables Project, where such maximum annual production is the calculated to be the result of the Contract Capacity of the Renewables Project multiplied by the number of hours in a year which is not a leap year.
Change	Means, in respect of a Respondent or a Respondent Team, a redesignation, modification, removal, reorganization, addition, substitution or change to such Respondent or Respondent Team and includes any Change in Control of an Entity that is part of the Respondent Team, and "Changed" shall have a corresponding meaning.
Change in Control	Means, with respect to any Person, that Control of such Person has changed to a Person(s) which is not its Affiliate.
Claim	Means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.
Clarification	Means the response of a Respondent to a Request for Clarification.
Commencement of Construction	Means the deemed commencement of construction of a Renewables Project pursuant to Section 2.2(d) of the draft RESA attached hereto as Appendix P.
Commercial Operation	Means the deemed commercial operation of a Renewables Project pursuant to Section 2.6(a) of the draft RESA attached hereto as Appendix P.
Commercial Operation Date and COD	Means the date on which Commercial Operation is achieved.
Commitment Letter	Means a letter of intent from a Designated Equity Provider or Equity Support Person to the AESO committing to provide its Committed Equity portion of Total Equity required for the Renewables Project, substantially in the form set out in Appendix R.
Committed Equity	Committed Equity means that portion of the Total Equity of a Renewables Project, expressed in dollars, which a Designated Equity Provider intends to provide. For clarity, the total of all Committed Equity is equal to the total of all Designated Equity.
Common Ownership	Is a reference to participation by a Person as a Control Group Member of more than one Respondent.

TERM OR ACRONYM	MEANING
Comparable Facility	Means, in respect of a Renewables Project, a Generation Facility, with a nameplate capacity of not less than 50% of the Contract Capacity of such Renewables Project. A Generation Facility of less than 5 MW will not be considered a Comparable Facility. For the purposes of this definition, a Renewable Generating Facility is not required to be connected to the AIES, and a Renewables Generating Facility not connected to the AIES will be considered a Comparable Facility.
Competition	Means the stages and procedures, including the REOI, this RFQ and, if applicable the RFP, consultations and information sessions that make up the AESO's process for REP Round 1, which process will end upon Counterparties entering into RESAs with the AESO.
Confirmation Agreement	Means the confirmation agreement attached as Appendix B.
Confirmation Agreement Submission Time	Means 3:00 p.m. Mountain Daylight Time on May 18, 2017, as such time may be amended by Addendum.
Conflict of Interest	Means: (i) the inclusion in any Respondent Team of a Restricted Party, and (ii) any situation or circumstance where, in relation to this RFQ or the Competition, the Respondent engages in conduct, directly or indirectly, that may give it an unfair advantage, including: (a) having access to information in the preparation of its Qualification Submission that is confidential to the AESO or the Government of Alberta and not available to other Respondents; (b) communicating with any official or representative of the AESO or the Government of Alberta with a view to influencing preferred treatment in this RFQ process; or (c) engaging in conduct that compromises or could be seen to compromise the integrity of a fair and transparent Competition or render the Competition non-competitive or unfair.
Connection Point	Means the high voltage side of the electrical point of connection between the Renewables Project and a Distribution System or the Transmission System where Electricity is injected into a Distribution System or the Transmission System (as applicable).
Construction	Means the stage of Project Delivery which entails construction, installation, testing, start-up and commissioning of Comparable Facilities.
Contract Capacity	Means with respect to a Renewables Project identified in a Renewables Project Proposal, other than a solar Renewables Project, the aggregate Nameplate Capacities of all generating units forming part thereof, and means in respect of a solar Renewables Project, the Nameplate Capacity of such Renewables Project.

TERM OR ACRONYM	MEANING
Control	Means, with respect to any Person at any time, the possession, directly or indirectly, of the power to either (i) elect a majority of the directors of that Person, or (ii) direct or cause the direction of the management or policies of that Person whether through ownership of securities or partnership or other ownership interests, by contract or otherwise; and includes, with correlative meanings, the terms “controlling”, “controlled by” and “under common control with”.
Control Group Member	Means in respect of a Respondent: (i) the Respondent, (ii) the Counterparty in respect of each Renewables Project Proposal of the Respondent and each Person that does or will own fifty percent (50%) or more of the ownership interest in or will Control such Counterparty, (iii) the Project Team Lead for each Renewables Project Proposal of the Respondent, (iv) the Designated Equity Provider(s) and Equity Support Person(s) for each Renewables Project Proposal of the Respondent, and (v) each Person which is an Affiliate of any of the foregoing.
Corporation	Means any corporation, company or other body corporate howsoever formed or incorporated.
Counterparty	Means a Selected Proponent, if an SPV, or the SPV of a Selected Proponent which executes a RESA.
Debt	Means in respect of a Renewables Project, the estimate of all funds to be borrowed by the Counterparty to finance the Renewables Project, but excludes all borrowed funds provided by shareholders or other owners of the Counterparty and the Affiliates of any of them.
Delivery	Means as regards a Renewables Project in a Renewables Project Proposal all of the stages of development, financing, construction, operation and maintenance of such Renewables Project; and for purposes of the foregoing, each such stage shall draw its meaning, <i>mutatis mutandis</i> , from the terms, Development, Financing, Construction, Operation and Maintenance.
Delivery Address	Means: Alberta Electric System Operator Calgary Place 2500, 330 – 5th Ave SW Calgary, AB T2P 0L4
Designated Equity	Means in respect of a Renewables Project, 51% of the Total Equity required for such Renewables Project.

TERM OR ACRONYM	MEANING
Designated Equity Provider and DEP	Means, in respect of a Renewables Project Proposal, the sole equity provider to the Renewables Project, or if more than one equity provider, then each and all, as the context allows, those equity providers to the Renewables Project who, in aggregate, have committed to provide the Designated Equity for the Renewables Project, and are stipulated as such by the Respondent in its Qualification Submission; but means also, if the context requires the Equity Support Person of a Designated Equity Provider.
Development	Means, the stage of Project Delivery which entailed project conceptualization, development, planning, engaging in community, municipal and other consultations, undertaking stakeholder engagement, obtaining Site Control, obtaining Approvals and the other development activities necessary for Construction and Operation of Comparable Facilities.
Disqualification or Disqualified or Disqualify	Means the exclusion by the AESO of a Proponent, Respondent, Qualification Submission or Renewables Project Proposal (as the context requires) from, or from further participation in, the Competition.
Distribution Entity	Means the owner or operator of a Distribution System including a rural electrification association which has an approved service area under the <i>Hydro and Electric Energy Act</i> (Alberta).
Distribution System	Means the distribution system of a Distribution Entity with a service area established under the <i>Hydro and Electric Energy Act</i> (Alberta) and includes any structures, equipment or other things used for that purpose.
Dollar, dollar or \$	Means Canadian currency unless otherwise specifically set out to the contrary.
Electricity	Has the meaning given the term “electricity” in the EUA.
Eligibility Criteria	Has the meaning given such term in Section 3.1 of Part B.
Enquiry	Means a request by a Respondent to the AESO for information or clarification.
Entity	Means a Corporation or Unincorporated Association.
Equity Commitment	Means in respect of a Designated Equity Provider and a Renewables Project Proposal, the portion of the Designated Equity, expressed as a percentage of the Designated Equity, which such Designated Equity Provider intends to provide for the Renewables Project.
Equity Support	Means financial assistance or credit support provided by a Person to or in favour of a Designated Equity Provider.

TERM OR ACRONYM	MEANING
Equity Support Person	Means a Person providing Equity Support to a Designated Equity Provider.
EUA	Means the <i>Electric Utilities Act</i> (Alberta).
Excluded Purposes	Has the meaning given to that term in Section 5.5 of Part A.
Existing Renewable Facility	Means a Renewable Generating Facility with commercially operational Generating Equipment which is connected to the AIES or to facilities owned by an industrial customer, and for greater certainty a Renewable Generating Facility will be deemed to have commercially operational Generating Equipment if, at any time, it has generated Renewable Electricity and received Power Pool revenues in the previous one hundred eighty (180) days.
Expansion	<p>Means, in respect of a Renewables Project Proposal, the addition of new Generating Equipment to an Existing Renewable Facility which:</p> <ul style="list-style-type: none"> (a) is not intended to replace any Generating Equipment that operates at the Existing Renewable Facility or has operated at the Existing Renewable Facility at any time since September 1, 2016; (b) generates Electricity output in addition to the Electricity output of other Generating Equipment that operates or operated at the Existing Renewable Facility; (c) does not include any of the Electricity generating capacity available from the Existing Renewable Facility; (d) has separate revenue class meters that conform with the requirements of the draft RESA attached as Appendix P (including Section 2.4 thereof) and are dedicated to measuring the electrical output of the added Generating Equipment and that are accessible to the AESO; and (e) has a design life equal to or greater than the Term.
Fairness Advisor	Means the Person who is retained by the AESO to provide: (a) assurance that the evaluation process is fair and transparent, and (b) a written report attesting that the Competition was conducted in a fair and transparent manner.
Financial Strength and Equity Commitment Requirements	Has the meaning given such term in Section 3.8 of Part B.
Financing	Means, as regards a Comparable Facility, arranging project financing (in respect of both debt and equity), bank financing or balance sheet financing sufficient to complete Construction of such Comparable Facility.
Financing Plan Narrative	Has the meaning given such term in Section 3.8(g) of Part B.

TERM OR ACRONYM	MEANING
FOIP	Means the <i>Freedom of Information and Protection of Privacy Act</i> , (Alberta).
Forgone TC Energy	Means the notional amount of Electricity, expressed in MWhs, that would have been generated and delivered by a Renewables Project when it is synchronized to the AIES but for the issuance of a transmission constraint directive issued by the AESO.
GAAP	Means Canadian generally accepted accounting principles (including International Financial Reporting Standards, Accounting Standards for Private Enterprises and Accounting Standards for Pension Plans) or U.S. generally accepted accounting principles (“US GAAP”) or International Financial Reporting Standards.
Generating Equipment	Means generating units and equipment used by a Renewable Generating Facility in the generation of Electricity, such as wind turbines, solar (PV) modules, hydroelectric turbines, biomass-fired boilers and generating sets for the combustion of biogas or landfill gas, but does not include transformers or other equipment used to collect, transform or transmit such Electricity.
Generation Facility	Means a non-renewable generating facility or Renewable Generating Facility.
Glossary of Terms	Means this Glossary of Terms appended as Appendix A to, and forming part of, this RFQ.
Government of Alberta	Means Her Majesty the Queen in Right of Alberta.
Governmental Authority	Means any federal, provincial, regional, municipal or local government, parliament or legislature, or any regulatory authority, agency, organization, tribunal, commission, board, department or political or other subdivision of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the AUC, the AESO; and any Person acting under the authority of any Governmental Authority.
GST	Means the goods and services tax provided for in Part IX of the <i>Excise Tax Act</i> (Canada).
Incentive Program	Has the meaning give the term “Incentive Program” in the draft RESA attached as Appendix P.
Individual	Means a natural person, but does not include a natural person in his or her capacity as trustee, executor, administrator or other legal representative.
ISO Rules	Means the Rules of the ISO promulgated pursuant to the EUA.

TERM OR ACRONYM	MEANING
Laws	<p>Means:</p> <ul style="list-style-type: none"> (a) all applicable federal, provincial or municipal laws, orders-in-council, bylaws, codes, rules, policies, regulations and statutes; (b) all applicable orders, decisions, codes, judgments, injunctions, decrees, awards and writs of any court, tribunal, arbitrator, Governmental Authority or other Person having jurisdiction; (c) all applicable rulings and conditions of any licence, permit, certificate, registration, authorization, consent and approval issued by a Governmental Authority; (d) all applicable requirements under or prescribed by applicable common law; and (e) the ISO Rules, as well as any manuals or interpretation bulletins issued by the AESO from time to time that are binding on a Selected Proponent.
Longstop Dates	Means either or both, as the context permits, the Commencement of Construction Longstop Date and COD Longstop Date as each such term is defined in the draft RESA in Appendix P.
Maintenance	Means the stage of Project Delivery which entailed monitoring, maintaining, inspecting and repairing Comparable Facilities.
Managerial Capacity	Means, in respect of an Individual, that the Individual personally, and with respect to the identified Comparable Facility for Project Delivery experience, was responsible or managed those that were responsible for the applicable stages of Project Delivery for the Comparable Facility and exercised discretion over the day-to-day operations of the activity or function for which the Individual had authority.
Material Deviation	Means a deviation, including an omission, from the requirements of this RFQ, including as contained in the Appendices which, in the opinion of the AESO, results in a Qualification Submission or any Renewables Project Proposal contained in such Qualification Submission being in non-compliance in a material way with a material component of this RFQ or any requirement set out in this RFQ.
Member	Means each Individual appointed by the Minister of Energy as a member of the AESO.
Moving Water	Has the meaning given the term “Moving Water” in the draft RESA attached as Appendix P.
MW	Means megawatt.
MWh	Means megawatt hour.

TERM OR ACRONYM	MEANING
Nameplate Capacity	Means, in respect of a generating unit, the manufacturer's installed rated capacity of the generating unit to generate Electricity, expressed in MW; and means for solar Generation Facilities the manufacturer's total installed rated capacity in MW as determined by taking the lesser of: (a) the sum of the manufacturer's capacity ratings (in direct current MW) for normal operation (e.g. continuous output ratings) of the installed solar modules (i.e. panels) of the Generation Facility; and (b) the sum of the manufacturer's capacity ratings (in alternating current MW) for normal operation (e.g. continuous output ratings) of the installed inverters of the Generation Facility.
Narrative Statements	Means the Project Plan Narrative, the Stakeholder Relations Narrative, the Team Member Roles Narrative and the Financing Plan Narrative.
New Build	Means a yet to be constructed Renewable Generating Facility proposed as a Renewables Project in a Qualification Submission that is not an Expansion, which may include the construction of a Renewable Generating Facility on the site of a previously operating renewable or non-renewable generating facility if: (a) no Electricity has been generated on such site with the use of any Renewable Fuel at any time since September 1, 2016, (b) all Generating Equipment is new, (c) all other equipment, facilities and physical infrastructure is new or substantially new, <u>except</u> transmission facilities and site infrastructure such as roads and utilities services, and (d) such Renewable Generating Facility has a design life equal to or greater than the Term.
Non-Collusion Requirements	Means the requirement that a Respondent Team: <ul style="list-style-type: none"> (a) not coordinate its Qualification Submission with any other Respondent Team; (b) keep its Qualification Submissions confidential; (c) ensure that no member of its Respondent Team has entered into any agreement or arrangement with any member of another Respondent Team which may affect the Qualification Submission submitted by either Respondent; and (d) not engage in any activity or communication that results in a Conflict of Interest, collusion or a violation of any of the civil or criminal provisions of the <i>Competition Act</i> (Canada).
Operation	Means the stage of Project Delivery which entailed operating Comparable Facilities.
Overlap Lands	Means lands forming part of the Site upon which components of the Renewables Project, other than Generating Equipment, are to be located, which lands are held by way of title or lease by the Respondent or other Respondent Team Member.
Part A	Means Part A of this RFQ.

TERM OR ACRONYM	MEANING
Part B	Means Part B of this RFQ.
Person(s)	Means an Entity and an Individual.
Permitted Purposes	Has the meaning given that term in Section 5.5 of Part A.
Pool Price	Has the meaning given the term “pool price” in the EUA.
Power Pool	Has the meaning given the term “power pool” in the EUA.
Prescribed Form	Means each form described herein as a prescribed form and attached hereto as an appendix.
Priority for Evaluation	Means the priority ranking, in respect of a Qualification Submission with multiple Renewables Project Proposals, established by the Respondent in the Prescribed Form – Renewable Project Summary and Priority for Evaluation included in its Qualification Submission, which will be followed by the AESO in relation to the evaluation of Qualification Submissions to Disqualify Renewables Project Proposals in the event the TNW of a Designated Equity Provider(s) is determined insufficient to support the Equity Commitment of it in respect of all Renewables Project Proposals in respect of which it is a Designated Equity Provider.
Procurement Target	Means Renewables Projects awarded RESAs pursuant to this Competition with aggregate Contract Capacity of up to 400 MW.
Project Delivery	Means, as regards Comparable Facilities, all the stages of Development, Financing, Construction, Operation and Maintenance of Comparable Facilities and, if the context permits, also means each such stage.
Project Delivery Experience Requirement	Has the meaning given such term in Section 3.7 of Part B.
Project Plan Narrative	Has the meaning given such term in Section 3.4 of Part B.
Project Plan Requirement	Has the meaning given such term in Section 3.4 of Part B.
Project Team Lead and Team Lead	Means an Entity, which may be the Respondent, which is a Respondent Team Member and which will lead the Respondent and Respondent Team with respect to the applicable Renewables Project and will have overall responsibility for the Delivery of such Renewables Project.
Properties	Means either or both, as the context permits, real property and title, lease or sublease interests in such real property.

TERM OR ACRONYM	MEANING
Proponent	Means a Respondent whose Qualification Submission and at least one of its Renewables Project Proposals has not been Disqualified by the AESO under this RFQ and who may then participate in the RFP stage, if any, of this Competition.
Qualification Submission	Means a submission made by a Respondent pursuant to this RFQ, containing the information and other requirements set out and stipulated in Part B, including each of the Renewables Project Proposals associated with such Qualification Submission.
Qualification Submission Certificate	Means a certificate in the form attached as Appendix E.
Qualification Submission Deadline	Means 3:00 p.m. Mountain Daylight Time on June 16, 2017, as such time may be amended by Addendum.
REFA	Means a Renewable Electricity Funding Agreement between the AESO and the Government of Alberta entered into in respect of RESAs awarded pursuant to this RFQ.
Renewables Attributes	<p>Means those attributes existing or coming into existence in the future, associated with a Generation Facility having decreased environmental impacts due to or through the generation of Electricity through the generation of Renewable Electricity, and includes:</p> <ul style="list-style-type: none"> (a) rights to any fungible or non-fungible attributes, whether arising from the Generation Facility itself, from the interaction of the Generation Facility with the AIES or because of applicable legislation or voluntary programs established by Governmental Authorities or agencies thereof; (b) any and all rights relating to the nature of the energy source as may be defined and awarded through applicable legislation or voluntary programs, including ownership rights to any emission reduction credits or entitlements resulting from interaction of the Generation Facility with the AIES or as specified by applicable legislation or voluntary programs, and the right to quantify and register such credits with competent authorities; and (c) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing, <p>but which excludes:</p> <ul style="list-style-type: none"> (d) any tax or other benefit under the Government of Canada's Canadian Renewable and Conservation Expenses (CRCE) or successor program which may be available in connection with a Renewables Project.
Renewable Electricity	Means "renewable electricity" as defined in the REA.
Renewable Electricity Act and REA	Means the <i>Renewable Electricity Act (Alberta)</i> .

TERM OR ACRONYM	MEANING
Renewable Fuel	Means an energy resource that occurs naturally and that can be replenished or renewed within a human lifespan, including: (i) Moving Water, (ii) wind, (iii) heat from the earth, (iv) sunlight, and (v) Sustainable Biomass.
Renewable Generating Facility	Means an Electricity generating facility which generates Electricity exclusively from one or more Renewables Fuels (except in the case of a facility utilizing Sustainable Biomass to generate Electricity) and delivers that Electricity through its own meter connected to the AIES in accordance with all Laws.
Renewables Project	Means the Delivery of the Renewable Generating Facility or the Expansion set out in a Renewables Project Proposal in a Qualification Submission, prepared and submitted pursuant to the RFQ; and, when the context also allows, means a Renewable Generating Facility including, the Renewables Generating Facility or the Expansion which is the subject of a Renewables Project Proposal.
Renewables Project Proposal	Means a proposal made by a Respondent in respect of a Renewables Project contained in a Qualification Submission.
REP Round 1	Means this first competition being carried out by the AESO pursuant to the REA to promote the development of up to 400 MW of Renewables Projects and, where the context allows, also means "Competition".
REP SharePoint Online Site	Means the electronic information sharing site maintained by the AESO for purposes of this Competition.
Request for Clarifications	Means requests made by the AESO to a Respondent or Respondent Team Member for Clarification of information already provided to the AESO.
Request for Proposals or RFP	Means the request for proposal which may be issued by the AESO at a later stage of the Competition, as amended from time to time by the AESO in accordance with its terms.
Request for Qualifications or RFQ	Means this request for qualifications, as amended by Addenda that may be issued from time to time in connection with this RFQ.
RESA	Means the Renewable Electricity Support Agreement in the form set out in Appendix P to this RFQ.
Respondent	Means, at a time, a Person or group of Persons that submits a Qualification Submission in response to this RFQ and, as the context permits, the Counterparty respecting a Renewables Project.
Respondent Name	Means the name by which the Respondent will be identified as specified in the Prescribed Form – Respondent Declarations.

TERM OR ACRONYM	MEANING
Respondent Team	Means the Respondent and the Respondent's Designated Equity Providers, Equity Support Persons and Project Team Leads as well as any other Entities identified as Respondent Team Members in the Qualification Submission of the Respondent.
Respondent Team Member	Means each Person that is a member of the Respondent Team.
Respondent's Representative	Means the Individual who is identified in the Confirmation Agreement as fully and duly authorized to represent, and is the duly authorized signatory to legally bind, the Respondent Team Members in any and all matters related to this RFQ and a Respondent's Qualification Submission.
Restricted Party	<p>Means a Person who had, or currently has, participation or involvement in:</p> <ul style="list-style-type: none"> (i) the Competition on behalf of the AESO; (ii) the design, planning or implementation of the Competition for the AESO; or (iii) any other relationship with the AESO related to the Competition; <p>and who, as a result, and in the opinion of the AESO in relation to the Competition has an actual conflict of interest or creates the perception of a conflict of interest or may provide a material unfair advantage to any Respondent or confidential information to any Respondent that is not, or would not reasonably be expected to be, available to other Respondents, and includes the Persons listed in Section 6.1 of Part A; and Restricted Party means any one of such Persons.</p>
RFQ Documentation	Means this RFQ and all of its Appendices, all of which may be amended in accordance with Section 5.2 of Part A.
Ringfence Covenants	<p>Means the covenants of the Counterparty contained in the RESA requiring the Counterparty:</p> <ul style="list-style-type: none"> (a) not to undertake any business other than that associated with the Renewables Project; (b) not modify the Renewables Project without consent of the AESO; and (c) other than in respect of its business, not incur indebtedness, including indebtedness on behalf of, or a guarantee of the obligations of any other Person.
Selected Proponent	Means a Proponent that, pursuant to evaluation under the terms of the RFP and the approvals of the Minister required under the REA, becomes entitled to enter into (but has not yet executed) a RESA with the AESO for a Renewables Project.

TERM OR ACRONYM	MEANING
Site	Means, in respect of a Renewables Project, the lands and/or other physical location on, over, in, under or in respect of which such project is, or is to be, situated as such location is identified in the Qualification Submission.
Site Control	Has the meaning given to that term in Section 3.3 of Part B.
SPV	Means with respect to a Renewables Project Proposal a special purpose vehicle whether in the form of a Corporation or Unincorporated Association, controlled by one of or a combination of the Respondent, Designated Equity Providers or Project Team Lead created for the purpose of entering into the RESA with respect to the corresponding Renewables Project which is awarded a RESA under the RFP and which will comply with the Ringfence Covenants contained in the RESA.
Stakeholder Relations Narrative	Has the meaning given such term in Section 3.5 of Part B.
Stakeholder Relations Requirement	Has the meaning given such term in Section 3.5 of Part B.
Strike Price	Means the amount (in \$/MWh) bid by a Proponent in the RFP stage of the Competition in respect of a Renewables Project Proposal as the amount which, subject to the terms of the RESA, will be used to determine (based on the difference between such amount and the Pool Price) the amount the AESO will pay to or will be entitled to receive from the Counterparty for each MWh of Electricity generation up to the Contract Capacity, from the Renewables Project.
Submission Fee	Means the fee payable by a Respondent to the AESO as a precondition to the AESO accepting and evaluating the Qualification Submission of the Respondent, in the amount equal to \$1000/MW for the aggregate Contract Capacities of all Renewables Projects Proposals submitted in Qualification Submissions together with \$2,500 for each Renewables Project Proposal in excess of one; provided that the Submission Fee will, in all cases, not be less than \$10,000 and not more than \$50,000 plus, in all events, \$2,500 for each Renewables Project Proposal in excess of one.
Substation Lands	Means that part of the Site upon which the Renewables Project substation that transforms the voltage at the Connection Point is located, and for certainty includes contiguous lands within its fenced area upon which isolators, bus bars, lightning arrestors, circuit breakers, relays and conductors are situated.
Sustainable Biomass	Has the meaning given to the term "Sustainable Biomass" set out in the draft RESA attached as Appendix P.

TERM OR ACRONYM	MEANING
Tangible Net Worth or TNW	<p>Means, in respect of a Designated Equity Provider, at any time and without duplication, an amount determined in accordance with GAAP, and calculated as: (a) the sum of capital stock, preferred stock (unless presented as temporary equity under US GAAP), paid-in capital, contributed surplus, retained earnings (minus any deficit, accumulated deficit or negative retained earnings), capital reserves, cumulative translation adjustment (whether positive or negative), and accumulated other comprehensive income (whether positive or negative), minus (b) the sum of any amounts shown on account of any common stock reacquired by the Designated Equity Provider or guarantor as applicable, the Designated Equity Provider as a parent's interest in all intangible assets (including but not limited to: patents, patent applications, service marks, industrial designs, copyrights, trademarks and trade names, licenses, development assets and goodwill), prepaid assets, deferred tax assets, prepaid employee benefits, defined benefit pension fund assets, and leasehold improvements as presented in the Designated Equity Provider's consolidated financial statements where:</p> <ul style="list-style-type: none"> <li data-bbox="711 835 1435 898">(i) all intangible assets shall be net of any accumulated amortization related to those intangible assets; <li data-bbox="711 915 1435 1125">(ii) assets attributable to non-controlling interest ("NCI") are to be excluded from (b) provided that NCIs are not included in calculating (a), unless the Designated Equity Provider as parent has entered into an arrangement to fund, either directly or indirectly, minority investments made in the subsidiary; <li data-bbox="711 1142 1435 1352">(iii) the full amounts of goodwill, intangible assets and defined benefit pension fund assets are to be deducted in the calculation of Tangible Net Worth, net of any associated deferred tax liability which would be extinguished if the asset on the balance sheet becomes impaired or is derecognized under GAAP; and <li data-bbox="711 1369 1435 1671">(iv) deferred tax assets may be netted with associated deferred tax liabilities only if the deferred tax assets and deferred tax liabilities relate to taxes levied by the same taxation authority and offsetting is permitted by the relevant tax authorities. The deferred tax liabilities permitted to be netted against the deferred tax assets must exclude amounts already netted against the deduction of goodwill, intangible assets and defined benefit pension assets.
Target COD	Means December 1, 2019.
Team Member Roles Narrative	Has the meaning given such term in Section 3.6 of Part B.

TERM OR ACRONYM	MEANING
Team Member Roles Requirement	Has the meaning given such term in Section 3.6 of Part B.
Term	Means term of the RESA, being the period from the date of its execution through the period ending on the earlier of twenty (20) years following the COD of the Renewables Project or Target COD.
Timetable	Means the timetable set forth in Section 3.7 of Part A.
TNW Methodology	Has the meaning given such term in Section 4(d) of Part B.
TNW Requirement	Has the meaning given such term in Section 4 of Part B.
Total Costs	Means in respect of a Renewables Project the aggregate of the Total Equity and Debt for such Renewables Project.
Total Equity	Means the estimated aggregate amount of all funds required for Delivery of a Renewables Project identified in a Renewable Project Proposal other than the amount of the Debt, in relation thereto.
Transmission Entity	Means the “owner” of a “transmission facility” as each such term in quotations is defined in the <i>Electric Utilities Act</i> .
Transmission System	Has the meaning given the term “transmission system” in the EUA.
Unincorporated Association	Means a trust, pension fund, partnership, joint venture or other unincorporated association however formed and structured and for purposes of this RFQ and the Competition includes any Person who is a partner, joint-venturer or associate in such Unincorporated Association.

2 Interpretation Provisions

This RFQ shall be interpreted in accordance with the following:

- (a) the headings, captions, and formatting in this RFQ are inserted for convenience only and do not form a part of this RFQ and in no way define, limit, alter or enlarge the scope or meaning of any term of this RFQ;
- (b) references in this RFQ to “at the discretion”, “in its discretion”, “at its discretion”, “in its opinion”, “in the opinion”, “in the AESO’s sole opinion”; and “the exercise of discretion” when used in respect of the AESO will be, in each instance, interpreted to mean the sole, absolute and unfettered (including unfettered by any implied or express duties of good faith or of fairness), right, discretion or opinion, as the case may be, of the AESO;
- (c) in this RFQ, wherever the singular or masculine is used it will be construed as if the plural, the feminine or the neuter, and wherever the plural or the feminine or the neuter is used it will be construed as the singular or masculine, as the case may be, had been used where the context may require;
- (d) each Appendix, and Table, contained in or attached to this RFQ is an integral part of this RFQ;
- (e) all monetary amounts referred to in this RFQ are to the lawful currency of Canada;
- (f) a reference in this RFQ to Mountain Time includes a reference to Mountain Daylight Time if then applicable;
- (g) a reference in this RFQ to a statute whether or not that statute has been defined, means a statute of Alberta unless otherwise stated;
- (h) a reference to a statute includes the statute as amended from time to time, and in the event that statute is repealed includes any successor legislation thereto including amendments to the successor legislation, and includes all regulations, by-laws and codes enacted thereunder as such regulations or by-laws, codes or rules may be amended from time to time;
- (i) in this RFQ, the words “including” and “includes”, when following any general term or statement, are not to be construed as limiting the general term or statement to the specific items or matters set forth or to similar items or matters, but rather as permitting the general term or statement to refer to all other items or matters that could reasonably fall within the broadest possible scope of the general term or statement;
- (j) capitalized terms and acronyms used in this RFQ but not defined in this Appendix A have the meanings assigned to the same capitalized terms and acronyms used in the RESA or within the text of this RFQ;
- (k) a reference to this RFQ or the RESA, or to the documents which make up the appendices to this RFQ or the RESA, or to any part of the documents, shall be deemed to be a reference to the most current version of those documents, including all modifications and amendments thereto made and issued by the AESO to Respondents;
- (l) a reference to a part, section or article, without a further reference to another document or to a specific Appendix to this RFQ, shall be deemed to be a reference to that part, section or article of this RFQ, exclusive of appendices, unless the context otherwise expressly requires;

- (m) a reference to an Appendix by letter in this RFQ or in an Appendix to this RFQ shall be deemed to be a reference to an Appendix of this RFQ unless the context otherwise expressly indicates; and
- (n) where a section, subsection, paragraph or other part of any document includes a list of items, whether or not enumerated, the list of items will be construed and interpreted conjunctively as if each was connected to the other by the word "and", unless the context specifically indicates the terms are to be construed and interpreted disjunctively by the use of the word "or" at the end of each item or at the end of that list.

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX B
CONFIRMATION AGREEMENT

•, 2017

Alberta Electric System Operator
2500, 330 – 5th Avenue SW
Calgary, AB T2P 0L4

Attention: REP Office

Re: AESO REP Round 1 - Confirmation Agreement in respect of the Request for Qualifications issued by Alberta Electric System Operator (“AESO”) on April 28, 2017 (the “RFQ”)

This agreement sets out the terms and conditions of the Confirmation Agreement between • [insert name of Respondent] (the “**Respondent**”) and the AESO, pursuant to which the Respondent acknowledges to and agrees with the AESO as follows:

1. **Defined Terms.** Capitalized terms and acronyms not otherwise defined in this Confirmation Agreement have the meanings given to them in the RFQ.
2. **Participation.** The Respondent agrees that as a condition of participating in the RFQ the Respondent and each of its Respondent Team Members will comply with the terms of this Confirmation Agreement, and confirms and warrants that it is duly authorized by all Respondent Team Members to bind each to the terms of this Confirmation Agreement.
3. **Respondent Team.** The Respondent confirms that the Respondent Team Members, at this date, are as set out in Exhibit 1 to this Agreement.
4. **Terms of RFQ.** The Respondent will comply with and be bound, and will ensure that all of the Respondent Team Members and others associated with the Respondent in connection with the RFQ also comply with and are bound, by the provisions of the RFQ all of which are incorporated into this Confirmation Agreement by reference. Without limiting the foregoing the Respondent and Respondent Team Members agree:
 - (a) that the terms of this Confirmation Agreement do not limit the Respondent’s obligations and requirements under the RFQ, or any other document or requirement of the AESO; and
 - (b) to be bound by the disclaimers, limitations and waivers of liability and Claims and all indemnities contained in the RFQ.
5. **Amendments.** The Respondent and Respondent Team Members acknowledge and agree that:
 - (a) the AESO may in its sole discretion amend the RFQ at any time and from time to time by issuing Addenda; and

- (b) by submitting a Qualification Submission the Respondent accepts, and agrees to comply with, all such amendments and, if the Respondent does not agree to any such amendment, the Respondent's sole recourse is to not submit a Qualification Submission.

6. Respondent's Representative.

The Respondent hereby confirms that [name of individual] is the Respondent's Representative and that the Respondent's Representative is fully and duly authorized to represent, and is the duly authorized signatory to legally bind, the Respondent and all Respondent Team Members in any and all matters related to this RFQ and Respondent's Qualification Submission.

7. General.

The Respondent and each Respondent Team Member hereby agrees, represents and warrants that:

- (i) it has the requisite power, authority and capacity to execute and deliver, or authorize the execution and delivery of, this Confirmation Agreement;
- (ii) this Confirmation Agreement has been duly and validly executed by it, or on its behalf, by the Respondent's duly authorized Respondent's Representative;
- (iii) this Confirmation Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms;
- (iv) if any portion of this Confirmation Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction, then that portion will be severed and the remaining portion will remain in full force and effect;
- (v) this Confirmation Agreement enures to the benefit of the AESO and binds it and its successors;
- (vi) this Confirmation Agreement is deemed to be made pursuant to the laws of the Province of Alberta and the laws of Canada applicable therein and will be governed by and construed in accordance with such laws;
- (vii) the use of headings is for convenience only and is not to be used in the interpretation of this Confirmation Agreement;
- (viii) in this Confirmation Agreement, words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa; and
- (ix) the word "including" when used in this Confirmation Agreement is not to be read as limiting.

Name of Respondent:

Authorized Signature

Name: _____

Title: _____

Respondent's Representative

Signature

Name: _____

Organization: _____

Title: _____

Confirmation Agreement

Exhibit 1

Respondent Team Members

Respondent Team Members Name	Address	Contact Details

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX C

RESPONDENT AGREEMENT

THIS RESPONDENT AGREEMENT made as of _____, 2017.

BETWEEN:

ALBERTA ELECTRIC SYSTEM OPERATOR (“AESO”)

- and -

[Insert Respondent Name] (“Respondent”)

RECITALS:

- A. The AESO has implemented REP Round 1 to procure Renewables Attributes from Renewables Projects pursuant to a Request for Qualification issued by the AESO on April 28, 2017 (the “RFQ”).
- B. The Respondent has provided a Qualification Submission in REP Round 1.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT the AESO and the Respondent for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise expressly requires, capitalized terms and acronyms used herein have the meaning given to the same capitalized terms and acronyms in the RFQ.
- 1.2 The obligations and liabilities and the covenants, agreements, undertakings and acknowledgements, of or relating to the Respondent in this Agreement or relating to or affecting the Respondent as described in this Agreement are those of each Respondent Team Member collectively and individually and jointly and severally; and any breach or non-performance or failure by one of them in relation to this Agreement or the RFQ shall be, and shall be deemed to be so as to all of the Respondent Team.
- 1.3 If there are conflicts or inconsistencies between this Agreement and any part of the RFQ, the provisions of the RFQ will prevail; provided that, for certainty, it is acknowledged and agreed that the RFQ and this Agreement are intended to be complementary and, accordingly, it is only in cases of direct irresolvable conflict that the RFQ prevails, and in all other cases this Agreement will be interpreted to best achieve the intent evidenced by RFQ and this Agreement.
- 1.4 The Respondent represents and warrants that it is duly authorized by each of the Respondent Team Members to bind each to this Agreement.
- 1.5 The Respondent and Respondent Team Members acknowledge and agree that they are bound by, as covenants, undertakings, acknowledgements and agreements, all provisions of the RFQ.

2 SUBMISSION FEE

- 2.1 The Respondent acknowledges that it has or will before or concurrent with the delivery of the Qualification Submission and this Agreement to the AESO, delivered the Submission Fee to the AESO, and in any event that it will deliver the Submission Fee to the AESO prior to the Submission Fee Deadline.
- 2.2 The Respondent acknowledges and agrees that the Submission Fee is delivered to the AESO absolutely and for the AESO's own benefit and that the AESO may retain the Submission Fee in all events, save only that the AESO will refund the Submission Fee to the Respondent if, but only if, the AESO issues a Cancellation Notice cancelling the Competition prior to the AESO evaluating any of the Qualification Submissions of all Respondents.

3 GENERAL

- 3.1 The Respondent hereby confirms that [name of Individual] is the Respondent's Representative and that the Respondent's Representative is fully and duly authorized to represent, and is the duly authorized signatory to legally bind, the Respondent and all Respondent Team Members to this Agreement and in any and all disclosures, agreements and matters related to this RFQ and Respondent's Qualification Submission.
- 3.2 The Respondent will not by agreement, operation of law or otherwise, transfer or assign the whole or any part of this Agreement or any right, title, obligation, benefit, or interest of the Respondent without the prior written consent of the AESO, which consent may be arbitrarily withheld or may be subject to such terms and conditions as the AESO in its sole discretion may impose. Any such transfer or assignment shall be deemed to be a material breach and shall entitle the AESO to Disqualify the Respondent.
- 3.3 This Agreement will enure to the benefit of and be binding upon the AESO and the Respondent and their respective successors and permitted assigns.
- 3.4 Each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be unenforceable or invalid in respect of any Person or circumstance, then such provision may be severed and such unenforceability or invalidity will not affect any other provision of this Agreement, and this Agreement will be construed and enforced as if such invalid or unenforceable provision had never been contained herein and such unenforceability or invalidity will not affect or impair the application of such provision to any other Person or circumstance but such provision will be valid and enforceable to the extent permitted by law.
- 3.5 This Agreement may only be amended by instrument in writing signed by both parties.
- 3.6 This Agreement and the obligations of the parties hereunder will be interpreted, construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and each party to this Agreement irrevocably attorns to the jurisdiction of the courts of the Province of Alberta.
- 3.7 Time is of the essence of this Agreement.
- 3.8 Any additional Person that becomes a Respondent Team Member pursuant to a Change subsequent to the execution and delivery of this Agreement by the Respondent will execute an agreement to be bound by the terms of this Agreement.
- 3.9 The Respondent hereby represents and warrants, that:

- (a) it has the requisite power, authority and capacity to execute and deliver this Agreement for itself and for and on behalf of all Respondent Team Members;
- (b) this Agreement has been duly and validly executed by it or on its behalf by its duly authorized representatives; and
- (c) this Agreement constitutes a legal, valid and binding agreement enforceable against it in accordance with its terms.

3.10 This Agreement, and all terms of the RFQ which may be construed as acknowledgments, covenants, undertakings and warranties on the part of the Respondent and which by their nature can survive the determination of Proponents and the completion of the Competition will so survive.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement effective as of the day and year first above written.

[RESPONDENT NAME]

Signature: _____

Respondent's Representative Name

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX D
RELATIONSHIP DISCLOSURE FORM

This form must be completed by the Respondent on its own behalf and on behalf of each Respondent Team Member

[Respondent's Letterhead]

To: Alberta Electric System Operator
2500, 330 – 5th Avenue SW
Calgary, AB T2P 0L4

Attention: REP Office

Re: AESO REP Round 1 – [insert Respondent name] - Qualification Submission

The Respondent hereby declares, for itself and on behalf of each Respondent Team Member, that:

- (a) This declaration is made to the best of the knowledge of the Respondent, and to the best of the knowledge of each Respondent Team Member.
- (b) The Respondent and each Respondent Team Member has reviewed the definition of Restricted Parties, and the non-exhaustive list of Restricted Parties in Section 6.1 of Part A of the RFQ.
- (c) The following is a full disclosure of all known relationships, material to the Competition, that the Respondent and each Respondent Team Member has or has had with:
 - (i) AESO Financial Advisor – KPMG LLP;
 - (ii) AESO Legal Counsel – Norton Rose Fulbright Canada LLP;
 - (iii) Fairness Advisor – P1 Consulting Inc.;
 - (iv) the Individuals identified in Section 2.4 of Part A; and
 - (v) AESO Board members and staff, any former AESO Board members, and all former AESO staff and other Individuals who, in the sole opinion of the AESO, were principally involved in the development or implementation of REP Round 1 (including as evaluation panel members) or are in possession of non-public information, the disclosure of which to anyone would give a potential participant in the Competition any material advantage in REP Round 1.

Name of Respondent Team Member	Name of Restricted Party With Whom the Respondent Team Member has a Relationship (e.g. AESO Board Member)	Details of the nature of the relationship with the listed Restricted Party/Person (e.g. Respondent Team Member was an advisor to the Restricted Party from ____ to ____)

(Add additional pages as may be required)

If the Respondent has not disclosed any relationships in the table contained in paragraph (c) above, the Respondent hereby declares, for itself and on behalf of each Respondent Team Member, that it and its Respondent Team Members have no such relationships to disclose.

NAME OF RESPONDENT

Address:

E-mail Address:

Telephone:

Name of Respondent's Representative:

Signature of Respondent's Representative:

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX E

QUALIFICATION SUBMISSION CERTIFICATION

[For Respondent's Letterhead]

TO: Independent System Operator of Alberta (the "AESO")
Attention: REP Office

RE: AESO REP Round 1
Request for Qualifications issued April 28, 2017 ("RFQ")

[insert Respondent Name] Qualification Submission – [Insert Each Renewables Project Proposal Name, Contract Capacity and Renewable Fuel(s)] (the "Qualification Submission")

I, **[insert name]**, in my capacity as Respondent's Representative of **[insert name of Respondent]**, on behalf of the Respondent and on behalf of all of the Respondent's Respondent Team Members:

- 1 hereby represent, warrant and certify in connection with the RFQ and the Qualification Submission, including any consideration and evaluation by the AESO of the Qualification Submission, that:
 - (a) I am duly authorized to deliver this Certificate on behalf, and which is binding upon, each of the Respondent Team Members;
 - (b) the Respondent has received and reviewed a full copy of the RFQ (and all Addenda) and all the terms and conditions contained therein including, without limitation, all appendices attached thereto, and has had sufficient time, opportunity and resources to investigate and consider and has investigated and considered and satisfied itself as to conditions and risks relating to the Renewables Projects described in the Qualification Submission, and relating to the RFQ and the Qualification Submission; and the Qualification Submission is based on the independent investigations, experience, interpretation, knowledge, information, analysis and judgment undertaken, obtained, or formed, by or on behalf of the Respondent and not in reliance on information provided through or in connection with this RFQ by the AESO; and
 - (c) the Qualification Submission was prepared without collusion by the Respondent and its Respondent Team Members with other Respondents and their Respondent Team Members;
- 2 hereby acknowledge that the AESO may or may cause to be undertaken, in connection with the Qualification Submission or the RFQ, any one or more of the reference, credit and other checks, the independent verifications, and the background investigations described in the RFQ or otherwise, including criminal record investigations, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations on all or any of the Respondent Team Members (collectively, the "Investigations");
- 3 hereby irrevocably consent and authorize AESO and the authorized representatives of the AESO to undertake any and all such Investigations and provide consent to all Parties which the AESO

or the authorized representatives of the AESO contact, in connection with any investigation, to disclose to the AESO and its authorized representatives all requested information in relation to such Investigation;

- 4 hereby acknowledge and agree that the representations, warranties, certifications and consents set out in this Certificate are made with the knowledge and intention that the AESO will rely on them and that despite any prior or subsequent investigation the AESO will be deemed to have relied upon them; and
- 5 hereby acknowledge and agree that unless otherwise expressly defined, the capitalized terms and acronyms used in this Certificate have the meanings given to them in the RFQ.

THIS CERTIFICATE dated as of the _____ day of _____, 2017.

NAME OF RESPONDENT

Respondent's Representative Signature

Name of the Respondent's Representative

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX F

PRESCRIBED FORM – RESPONDENT INFORMATION

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Respondent Information, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form – Respondent Information

- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or 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 Qualification Submission.
- This Prescribed Form should be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.

Prescribed Form – Respondent Information

Section 1

Respondent Information

Legal Status of Respondent	
Legal names of SPVs, if formed	

Contact Information for Respondent

Respondent phone number:	
Respondent email address:	
Respondent mailing address:	
Respondent website address:	
Name of Respondent's Representative:	
Respondent's Representative phone number:	
Respondent's Representative email address:	
Respondent's Representative mailing address:	
Secondary Contact name:	
Secondary Contact phone number:	
Secondary Contact email address:	
Secondary Contact mailing address:	

Submission Fee

Number of Renewables Project Proposals and the aggregate Contract Capacity of all such project proposals:	Insert amount of Submission Fee:
---	----------------------------------

Section 2

SPV Status – Sections 2 and 3 of Prescribed Form Respondent Information, is to be completed separately in respect of each Renewables Project Proposal.

The Respondent must indicate in respect of its Renewables Project Proposal its SPV's legal status below and, if required, provide supporting evidence attached as Exhibit "A" to this Prescribed Form: *(Check the applicable box below.)*

- 1 The SPV is a corporation incorporated under the Business Corporations Act (Alberta), the Canada Business Corporations Act, the Co-operatives Act (Alberta), the Canada Corporations Act, the Canada Not-For-Profit Corporations Act, Canada Cooperatives Act, or other similar Alberta or Canadian federal legislation in respect of business corporations, not-for-profit corporations, corporations without share capital, or co-operative corporations.

If this box is checked the Respondent must attach in Exhibit "A" hereto an original or copy certified as a true copy by a Commissioner for Taking Affidavits or a Notary Public of a certificate of status, certificate of compliance, or similar instrument under applicable legislation, with a production date no earlier than two months prior to the Qualification Submission Deadline.

- 2 The SPV is a corporation (whether a business corporation, not-for-profit corporation, corporation without share capital, or cooperative corporation) incorporated in any jurisdiction other than Alberta or federally in Canada.

If this box is checked the Respondent must attach in Exhibit "A" (i) an original or a copy certified as a true copy by a Commissioner for Taking Affidavits or a Notary Public of its registration as an extra-provincial corporation under the Business Corporations Act (Alberta) or other applicable Alberta statute.

- 3 The SPV is a Municipality, board, agency, school, university, hospital, long-term care home, public transportation service, special or statutory corporation or other entity created under special legislation and such legislation is:

<Insert name of legislation>

- 4 The SPV is a partnership.

If this box is checked the Respondent must attach in Exhibit "A" hereto evidence of the name of the partnership by attaching an original or a copy certified as a true copy by a Commissioner for Taking Affidavits or a Notary Public of a business name report with a production date no earlier than two months prior to the Qualification Submission Deadline.

- 5 The SPV is a limited partnership or limited liability partnership registered in Alberta.

If this box is checked the Respondent must attach in Exhibit "A" hereto an original or copy certified as a true copy by a Commissioner for Taking Affidavits or a Notary Public of its limited partnerships or limited liability partnership certificate or certificate of registration with a production date no earlier than two months prior to the Qualification Submission Deadline.

- 6 The SPV is an extra-provincial limited liability company, extra-provincial limited partnership or extra-provincial partnership.

If this box is checked the Respondent must attach in Exhibit "A" hereto an original or a copy certified as a true copy by a Commissioner for Taking Affidavits or a Notary Public of a business

name report with a production date no earlier than two months prior to the Qualification Submission Deadline.

7 None of the options above apply to the SPV. The SPV is:

<Insert description of the nature of the legal entity>

If this box is checked the Respondent must provide evidence of the name of the SPV, or of each entity constituting the SPV, and attach it to this form as Exhibit "A". Attach the evidence of the name of the legal entity, e.g. registration, legislation, regulation, etc.

8 Evidence of the name of the SPV.

Note: Respondents are required to provide evidence, as applicable, of the name of the SPV or of each Entity constituting the SPV and attach it to this Prescribed Form.

Section 3

The Respondent hereby agrees and warrants to the AESO that if the Renewables Project described in this Renewables Project Proposal is, following any RFP stage of the Competition, offered a RESA the Respondent will ensure that the SPV, if one, identified in this Prescribed Form – Respondent Information, or otherwise an SPV will be Counterparty to such RESA.

Section 4

The Respondent should provide a table, in the form below, of the Comparable Facility Number and name of the facility assigned by the Respondent to, the location of the facility, the generating technology or Renewable Fuels of and the installed Nameplate Capacity for each and all of Respondent's Comparable Facilities identified and referred to in all Renewables Project Proposals:

Comparable Facilities Table

Comparable Facility Number	Facility Name	Facility Location	Technology; Renewable Fuel(s)	Contract Capacity ¹
1	●	●	●	●
2	●	●	●	●
3	●	●	●	●

¹ As such term is defined in the Glossary of Terms.

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX G

PRESCRIBED FORM – CONTROL GROUP INFORMATION

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Control Group Information, unless otherwise stated herein have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form – Control Group Information

- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or 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 Qualification Submission.
- This Prescribed Form must be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.
- The Respondent must complete this Prescribed Form to identify all of the Respondent’s Designated Equity Providers and Project Team Leads. This Prescribed Form should include the required information in respect of each Renewables Project Proposal included in the Respondent’s Qualification Submission.

Prescribed Form – Control Group Information

No.	Information Item	Content and Information Requirements		
1	Respondent Information			
(a)	Respondent name as specified on the Prescribed Form – Respondent Information			
2	Control Group Member Information			
	Renewables Project Proposal	Project Team Lead	Designated Equity Provider(s)² and Equity Commitment	Designated Equity Provider's Equity Support Person (if any)
(a)	Name of Renewables Project Proposal – Priority for Evaluation ³ Ranking 1			
(b)	Name of Renewables Project Proposal – Priority for Evaluation Ranking 2			
(c)	Name of Renewables Project Proposal – Priority for Evaluation Ranking 3			
(d)	Name of Renewables Project Proposal – Priority for Evaluation Ranking 4			

² As stipulated in each applicable Prescribed Form – Renewables Project Financing Information.

³ As such term is defined in the Glossary of Terms.

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX H

**PRESCRIBED FORM – RENEWABLES PROJECTS SUMMARY
AND PRIORITY FOR EVALUATION**

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Renewables Projects Summary and Priority for Evaluation, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form - Renewables Projects Summary and Priority for Evaluation

- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form.
- This Prescribed Form must be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.
- This Prescribed Form should include the required information in respect of each Renewables Project Proposal included in Respondent’s Qualification Submission.
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.
- Respondent must complete this Prescribed Form to provide, among other things, an evaluation priority ranking for each Renewables Project Proposal included in its Qualification Submission. Such evaluation priority ranking will establish the order in which Renewables Project Proposals included in the Qualification Submission will be Disqualified (in numerical order from lowest priority to highest priority, with one (1) being the highest priority) from the Qualification Submission in the event the Tangible Net Worth of one or more of the Respondent’s Designated Equity Provider(s) is determined by the AESO to be insufficient to support some or all of such Renewables Project Proposals, all as further described in Section 3.4 of Part A and Section 4 of Part B.

Prescribed Form - Renewables Projects Summary and Priority for Evaluation

No.	Information Item	Content and Information Requirements		
1.	Respondent Information			
(a)	Respondent Name as specified on the Prescribed Form – Respondent Information			
Project Evaluation Priority Ranking and Financial Information Summary				
2.	Information Item	[Insert Renewables Project Name]	[Insert Renewables Project Name]	[Insert Renewables Project Name]
(a)	Project priority for purposes of the Tangible Net Worth evaluation described in Section 4 of Part B of the RFQ (for clarity, priority 1 is the highest priority).	Priority 1	Priority 2	Priority 3
(b)	Renewable Fuel			
(c)	Contract Capacity	[●] MW	[●] MW	[●] MW
(d)	Total Cost	\$ [●]	\$ [●]	\$ [●]
(e)	Total Equity	\$ [●]	\$ [●]	\$ [●]
(f)	Designated Equity (i.e. 51% of Total Equity)	\$ [●]	\$ [●]	\$ [●]
3.	Designated Equity Provider: [Insert DEP Name]	Renewables Project Priority No. 1	Renewables Project Priority No. 2	Renewables Project Priority No. 3
(a)	Committed Equity	\$ [●]	\$ [●]	\$ [●]
(b)	Equity Commitment	[●] %	[●] %	[●] %
(c)	Pro-rata share of Contract Capacity (i.e. DEP's Equity Commitment multiplied by Contract Capacity)	[●] MW	[●] MW	[●] MW

(d)		TNW required for pro-rata share of Contract Capacity (based on \$250,000/MW of pro-rata share of Contract Capacity)	\$ [●]	\$ [●]	\$ [●]
(e)		DEP TNW (Minimum of last two fiscal years or recent quarter)	\$ [●]		
4.	Designated Equity Provider: [Insert DEP Name]		Renewables Project Priority No. 1	Renewables Project Priority No. 2	Renewables Project Priority No. 3
(a)		Committed Equity	\$ [●]	\$ [●]	\$ [●]
(b)		Equity Commitment	[●] %	[●] %	[●] %
(c)		Pro-rata share of Contract Capacity (i.e. DEP's Equity Commitment multiplied by Contract Capacity)	[●] MW	[●] MW	[●] MW
(d)		TNW required for pro-rata share of Contract Capacity (based on \$250,000/MW of pro-rata share of Contract Capacity)	\$ [●]	\$ [●]	\$ [●]
(e)		DEP TNW (Minimum of last two fiscal years or recent quarter)	\$ [●]		
5.	Designated Equity Provider: [Insert DEP Name]		Renewables Project Priority No. 1	Renewables Project Priority No. 2	Renewables Project Priority No. 3
(a)		Committed Equity	\$ [●]	\$ [●]	\$ [●]
(b)		Equity Commitment	[●] %	[●] %	[●] %
(c)		Pro-rata share of	[●] MW	[●] MW	[●] MW

		Contract Capacity (i.e. DEP's Equity Commitment multiplied by Contract Capacity)			
(d)		TNW required for pro-rata share of Contract Capacity (based on \$250,000/MW of pro-rata share of Contract Capacity)	\$ [●]	\$ [●]	\$ [●]
(e)		DEP TNW (Minimum of last two fiscal years or recent quarter)	\$ [●]		

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX I

PRESCRIBED FORM – RESPONDENT DECLARATIONS

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

Instructions Applicable to Prescribed Form – Respondent Declarations

- Respondent must complete and submit a separate Prescribed Form – Respondent Declarations for each Renewables Project Proposal included in its Qualification Submission.
- This Prescribed Form must be marked with the name of the Renewables Project that is the subject of the Renewables Project Proposal. The Respondent should use the name given to the Renewables Project in the Prescribed Form – Project Information Summary and Priority for Evaluation.
- 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 Qualification Submission.
- The signature required for this Prescribed Form must be that of the Respondent's Representative.

Prescribed Form – Respondent Declarations

Name of Renewable Project:	<u>[insert name of Renewable Project]</u>
Respondent:	<u>[insert name of Respondent]</u>
Renewable Fuel(s) of Renewables Project:	<u>[insert type of Renewable Fuel(s)]</u>
Contract Capacity of the Renewables Project [MW]	<u>[insert the Contract Capacity of the Renewable Project in MW]</u>
Capacity Factor of Renewables Project	<u>[insert Capacity Factor]</u>

STATUTORY DECLARATION IN THE MATTER OF the AESO and [name of Renewables Project] Proposal included in the Qualification Submission of [name of Respondent] under the RFQ.

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

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

- 1 I am the / an [insert office held, e.g. president, director, etc.] of the Respondent and have knowledge of the matters herein declared.
- 2 The Renewables Project named above is a single facility and will be separately metered.
- 3 The Renewables Project named above has the Contract Capacity and Capacity Factor stated above; and attached hereto is a letter from an independent professional engineer duly qualified and licensed to practice engineering in the Province of Alberta providing a summary of all studies undertaken with reference to the generating units and to the resource data included in such studies and confirming, in favour of the AESO, that such Capacity Factor is reasonable given the Renewables Project's proposed characteristics and location, and where multiple Capacity Factors may be considered reasonable, depending on the equipment ultimately selected or other factors, the Capacity Factor stated above is the highest of those that may be considered reasonable.
- 4 The Renewables Project named above will be located in the Province of Alberta and will be developed and operated in compliance with all Laws.
- 5 The Renewables Project named above is a [select: New Build or Expansion] Renewables Project and if an Expansion, the Contract Capacity will be separately metered.
- 6 The Renewables Project named above is not the subject of a physical or financial power, or capacity contract or derivative, or purchase, premium, support or other contract relating to Electricity generated by, or Renewables Attributes produced from (or to be produced from), such Renewables Project.
- 7 The Renewables Project named above is expected by the Respondent to attain Commercial Operation on or before the Target COD.
- 8 The Renewables Project named above will be connected to [select: the existing Transmission System or the Distribution System] at the line or at the substation identified by Transmission Entity or Distribution Entity name or number in the Qualification Submission.

- 9 None of the assets forming part of the Renewables Project (excluding collection system assets) will be sited in road allowances.
- 10 The Renewables Project named above will use only the Renewable Fuels stated above as the sole fuels to generate Electricity [delete this provision if the Renewables Project will utilize Sustainable Biomass to generate Electricity].
- 11 The Renewables Project named above has a design life equal to or greater than the term of the RESA.
- 12 The Renewables Project named above is subject to such agreements and arrangements as are necessary to ensure that the Respondent has, or the Counterparty will have, Site Control.
- 13 [If applicable] Connection of the Renewables Project named above to the distribution system of [name of distribution entity] has been confirmed by [name of distribution entity] as currently feasible.
- 14 The Respondent has only engaged in communications in relation to the RFQ for Permitted Purposes.
- 15 The Respondent has not engaged in any communications in relation to the RFQ for Excluded Purposes.
- 16 The Respondent has not, nor has any Respondent 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).
- 17 There is no Common Ownership as between [name of Respondent and its Control Group Members] and any other Respondent and its Control Group Members.
- 18 To the best of its knowledge, the Respondent is not aware of any facts or circumstances that would prevent it from executing, or complying with the terms and conditions of, the RESA.

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 _____, 2017
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

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX J

PRESCRIBED FORM – RENEWABLES PROJECT PROFILE

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Renewables Project Profile, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Prescribed Form – Renewables Project Profile

- The Respondent must complete and submit a separate Prescribed Form – Renewables Project Profile for each Renewables Project Proposal included in its Qualification Submission.
- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form (unless the wording is intended and designed to be deleted).
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.
- This Prescribed Form must be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.

Prescribed Form – Renewables Project Profile

No.	Information Item	Content Requirements and Information
1.	Respondent Information	
(a)	Respondent name as specified on the Prescribed Form – Respondent Information	
2.	Project Information	
(a)	Renewables Project Proposal	Name of Renewables Project
(b)	Priority for Evaluation ⁴ number/ranking	(Sequentially numbered) [●] of [●]
(c)	Project type	(Select one) <input type="checkbox"/> New Build <input type="checkbox"/> Expansion
(d)	Renewable Fuel(s)	<input type="checkbox"/> Wind <input type="checkbox"/> Sunlight <input type="checkbox"/> Sustainable Biomass <input type="checkbox"/> Moving Water <input type="checkbox"/> Heat from the Earth
(e)	Anticipated COD	●
(f)	Contract Capacity	[●] MW
(g)	Capacity Factor	[●] %
(h)	Anticipated number of generating units and aggregate Contract Capacity	(e.g., number of turbines, biomass generating units, etcetera, and aggregate Contract Capacity) [●]
(i)	Project description	(Brief narrative description of the Renewables Project and its key features) (e.g. equipment manufacturer, additional details if Expansion, etc.) (e.g. other technology-specific features, including nature of fuel supply, name of waterbody project is utilizing, rooftop/ground-mounted PV, etc.)
3.	Site Information	
(a)	Connection Point	Legal Description

⁴ As such term is defined in the Glossary of Terms.

		Municipal Address (if applicable)		
(b)	Site Diagram	(Attach as Exhibit 1 to this Prescribed Form J a Site diagram showing location of generating units, transformers, converters, etc. as situated on the Properties described in Exhibit A to the Solicitors Confirmation Opinion provided in the form of Appendix K. The Site diagram should clearly identify those Properties which are Overlap Lands and those Properties which are Substation Lands and clearly distinguish each from the remaining Properties constituting the Site.)		
4.	Connection Information			
(a)	Connection type	Connecting to the Transmission System or Distribution System		
(b)	Anticipated connection location	Legal Description and Transmission Entity or Distribution Entity substation or line name or number		
(c)	Name of connecting authority	Transmission or distribution facility owner, as applicable		
(d)	Electric single-line diagram and, if applicable, AESO connection process project number and station	(Attach as Exhibit 2 to this Prescribed Form J including the proposed connection and the Transmission Entity or Distribution Entity substation or line name or number. Also include on the diagram the location of the revenue meter.)		
5.	Respondent Team Members	(Summary table indicating the Respondent Team Members that will be involved in the Renewables Project)		
No.	Respondent Team Member Name (includes Project Team Lead and DEPs and other members referred to in Respondent's Prescribed Form – Comparable Facility Experience)	Entity or Individual	Role (e.g Project Team Lead, DEP, demonstrating experience with [•])	Name of Affiliate whose experience is being relied upon as referred to in Respondent's Prescribed Form – Comparable Facility Experience (if applicable)
1				
2				
3				
4				
5				

6				
7				
[●]				

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS

APPENDIX K

**PRESCRIBED FORM – SOLICITOR’S CONFIRMATION OPINION RESPECTING
SITE CONTROL**

All capitalized terms used in this Prescribed Form – Solicitor’s Confirmation Opinion Respecting Site Control and its instructions for completion, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to this Prescribed Form – Solicitor’s Confirmation Opinion Respecting Site Control

- The Prescribed Form - Solicitor’s Confirmation Opinion respecting Site Control must be completed and signed by a lawyer licensed to practice law in the province of Alberta (“Solicitor”), and be prepared on the letterhead of such Solicitor.
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.

For Letterhead of Solicitor

[Date]

Alberta Electric System Operator
2500, 330 – 5th Avenue SW
Calgary, AB T2P 0L4

Dear Sir/Madam:

Re: AESO REP Round 1 – Renewables Project Proposal Described Below (the “Renewables Project”)

We have acted as legal advisors to **[Name of Respondent]** in connection with the Renewables Project Proposal described in the following table:

Renewables Project:	[insert name of Renewables Project]
Renewable Fuel(s) of the Renewables Project:	[insert Renewable Fuel(s) type]
Municipal and legal description of all Properties collectively constituting the Site	[complete Exhibit A with the descriptions of the Properties constituting the Site of the Renewables Project]

Capitalized terms and acronyms not defined in this letter have the meanings ascribed to them in the REP Round 1 Request for Qualifications issued by the AESO on April 28, 2017.

EXAMINATIONS

For purposes of this letter, the term “**Documents**” means the following instruments in which the Respondent or a Respondent Team Member is named owner, or to which the Respondent or a Respondent Team Member, including the applicable SPV, is party:

- (a) fee simple title or an option or other agreement to acquire fee simple title, and/or
- (b) a lease or an option or other agreement to acquire a lease, and/or
- (c) in the case of Overlap Lands, a lease or sublease or agreement to acquire a lease or sublease."

For the purposes of this opinion, we have examined a fully executed copy of each of the Documents and have also made such investigations and searches and examined originals or copies, certified or otherwise identified to our satisfaction, of such certificates of public officials and such other certificates, documents, records and matters of law as we have considered necessary or relevant for the purposes of the opinions hereinafter expressed.

APPLICABLE LAW

This opinion is rendered solely with respect to the laws of Alberta and the federal laws of Canada applicable in Alberta (collectively the “**Laws**”) in effect on the date of this opinion.

OPINION

Subject to our assumptions and disclaimers below, based upon our review of the Documents, including copies of certificates of title to subject Properties dated not more than 30 days prior to the date of this opinion and copies of the encumbrances registered against title to such Properties as of the date of our title search, in our opinion:

- (a) The Documents (other than any fee simple title where the Respondent or a Respondent Team Member is registered as owner of the subject Properties) may, without requiring the consent or approval of the other parties thereto, be assigned by the Respondent or a Respondent Team Member to the SPV if not already held by the SPV or if the SPV is not already a party thereto. With respect to any fee simple title where the Respondent or a Respondent Team Member is registered as owner of the subject Properties, there are no encumbrances registered against title that, from a review solely of the terms of the encumbrance registered against title, would require the consent or approval of any third party to a transfer of the subject Properties by such Respondent or a Respondent Team Member to the SPV.
- (b) The provisions of the Documents permit the SPV, if the SPV is the party thereto, or permit the Respondent or Respondent Team Member, as applicable, if a party thereto and would permit the SPV upon the transfer or assignment of the Documents by such Respondent or Respondent Team Member to the SPV, the right to construct, operate and maintain (or have constructed, operated and maintained) the Renewables Project on the Properties, for a period of not less than the Term of the RESA.

ASSUMPTIONS

Our opinions above assume:

- (a) That the Respondent, Respondent Team Member or SPV, as applicable, timely complies with all obligations imposed upon it as contained in the Documents respecting the entitlements including, without limitation, taking all actions necessary to duly and properly exercise all options contained in the Documents;
- (b) The genuineness of all signatures and the authenticity of all certificates and other documents submitted to us as originals and the conformity to originals of all documents submitted to us as photostatic, telecopied, certified or notarial copies;
- (c) The completeness, truth and accuracy and currency of the indices and filing systems maintained at, and the searches conducted by us at, the public offices in which we have conducted searches or inquiries or have caused searches or inquiries to be conducted;
- (d) The legal capacity at all relevant times of any natural person signing any Document; and
- (e) The due execution, authorization and delivery of the Documents by all other parties thereto, other than the Respondent, Respondent Team Member or SPV, as applicable.

DISCLAIMER

For clarity, for purposes of this opinion the Renewables Project does not include collection system assets, the Site and the Properties do not include any lands and/or other physical location (including, without limitation, road allowances) in respect of which only collection system assets will be situate and the Documents do not include any utility rights of way, easements or other agreements in respect thereof, and we express no opinion with respect thereto.

We express no opinion with respect to the priority of the interests of third parties in and to the Properties relative to those contained in the Documents. We express no opinion with respect to title to any of the Properties nor the enforceability of any of the Documents.

This opinion is solely for the benefit of the AESO in connection with the Renewables Project and may not be used or relied upon by any other person or for any other purpose, or quoted or made public in any other way without our prior written consent. The opinions stated herein are limited to the matters expressly stated herein and no opinion is implied or is to be inferred beyond the matters expressly stated in this letter.

This opinion is given as of the above date and we expressly disclaim any undertaking or obligation to modify this opinion to reflect changes in facts or developments in the Laws which may occur after the date hereof.

Yours very truly

[Name of Firm]

Exhibit A

LIST OF ALL PROPERTIES CONSTITUTING THE SITE

Parcel	Legal description:	Municipal address [if available]:
1		
2		
3		
...		

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX L

PRESCRIBED FORM – COMPARABLE FACILITY EXPERIENCE

All capitalized terms and acronyms used in the Prescribed Form – Comparable Facility Experience and its instructions, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form – Comparable Facility Experience

- The Respondent should complete and submit a separate Prescribed Form – Comparable Facility Experience for each Renewables Project Proposal included in its Qualification Submission.
- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form (unless the wording is intended and designed to be deleted).
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.
- This Prescribed Form should be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.

Prescribed Form – Comparable Facility

No.	Information Item	Content and Information Requirements
1.	Submission Information	
(a)	Respondent Name as specified on the Prescribed Form – Respondent Information	
(b)	Renewables Project Proposal	Name of Renewables Project to which this Prescribed Form – Comparable Facility Experience relates): Name of Renewables Project
2.	General Information	
(a)	Comparable Facility number	State Comparable Facility Number as stated in Prescribed Form – Respondent Information:
(b)	Respondent Team member(s) involved	(Include all Respondent Team Members whose experience in Project Delivery for this Comparable Facility is included) Name(s) of Respondent Team Member(s) involved
(c)	Project Delivery experience claimed	(Select all that apply) <input type="checkbox"/> Development <input type="checkbox"/> Construction <input type="checkbox"/> Operation <input type="checkbox"/> Maintenance <input type="checkbox"/> Financing
3.	Key Comparable Facility Details	
(a)	Name of facility	Name of project as commonly recognized
(b)	Location of facility	Country, province/state, municipality/city
(c)	Generating technology	Generating technology or Renewable Fuel(s), as applicable
(d)	Size of facility	Installed Nameplate Capacity
(e)	Facility dates	Commencement of construction: [Date] Commercial operation date: [Date]
(f)	Connection details	Connection type: Transmission-connected, distribution-connected Connecting authority name: (i.e. the system operator, transmission owner/operator, local distribution company, etc.)

4.	Experience with Project Delivery (Development)	(Section to be completed if Comparable Facility is being used to satisfy <u>Development</u> experience requirements)
(a)	Respondent Team Member(s) involved	<p>For each Respondent Team Member involved, include the following:</p> <p>Name of Respondent Team Member:</p> <p>The start and end date for the period during which the Project Delivery experience was attained:</p> <p>Roles, duties, and responsibilities of the Respondent Team Member:</p> <p>If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:</p> <p>For each Respondent Team Member involved, include details/explanation of experience attained, with reference to key activities of Project Delivery described in Appendix Q:</p>
(b)	Affiliate experience (if applicable)	(If an Affiliate of a Respondent Team Member is not named as a Respondent Team Member but such Affiliate is being used to demonstrate experience with Development, include an explanation of how this experience will be brought to Delivery of the Renewables Project. For each such Affiliate, append a narrative and organization chart to this Prescribed Form satisfying the requirements of Section 3.7(b)(i) of Part B of the RFQ and not exceeding two (2) pages in length.)
5.	Experience with Project Delivery (Construction)	(Section to be completed if Comparable Facility is being used to satisfy <u>Construction</u> experience requirements)
(a)	Respondent Team Member(s) involved	<p>For each Respondent Team Member involved, include the following:</p> <p>Name of Respondent Team Member:</p> <p>The start and end date for the period during which the Project Delivery experience was attained:</p> <p>Roles, duties, and responsibilities of the Respondent Team Member(s):</p> <p>If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:</p>

		For each Respondent Team Member involved, include details/explanation of experience attained, with reference to key activities of Project Delivery described in Appendix Q:
(b)	Affiliate experience (if applicable)	(If an Affiliate of a Respondent Team Member is not named as a Respondent Team Member but such Affiliate is being used to demonstrate experience with Construction, include an explanation of how this experience will be brought to Delivery of the Renewables Project. For each such Affiliate, append a narrative and organization chart to this Prescribed Form satisfying the requirements of Section 3.7(b)(i) of Part B of the RFQ and not exceeding two (2) pages in length.)
6.	Experience with Project Delivery (Operation)	(Section to be completed if Comparable Facility is being used to satisfy <u>Operation</u> experience)
(a)	Respondent Team Member(s) involved	<p>For each Respondent Team Member involved, include the following:</p> <p>Name of Respondent Team Member:</p> <p>The start and end date for the period during which the Project Delivery experience was attained:</p> <p>Roles, duties, and responsibilities of the Respondent Team Member:</p> <p>If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:</p> <p>For each Respondent Team Member involved, include details/explanation of experience attained, with reference to key activities of Project Delivery described in Appendix Q:</p>
(b)	Affiliate experience (if applicable)	(If an Affiliate of a Respondent Team Member is not named as a Respondent Team Member but such Affiliate is being used to demonstrate experience with Operation, include an explanation of how this experience will be brought to Delivery of the Renewables Project. For each such Affiliate, append a narrative and organization chart to this Prescribed Form satisfying the requirements of Section 3.7(b)(i) of Part B of the RFQ and not exceeding two (2) pages in length.)

7.	Experience with Project Delivery (Maintenance)	(Section to be completed if Comparable Facility is being used to satisfy Maintenance experience)
(a)	Respondent Team Member(s) involved	<p>For each Respondent Team Member involved, include the following:</p> <p>Name of Respondent Team Member:</p> <p>The start and end date for the period during which the Project Delivery experience was attained:</p> <p>Roles, duties, and responsibilities of the Respondent Team Member:</p> <p>If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:</p> <p>For each Respondent Team Member involved, include details/explanation of experience attained, with reference to key activities of Project Delivery described in Appendix Q:</p>
(b)	Affiliate experience (if applicable)	(If an Affiliate of a Respondent Team Member is not named as a Respondent Team Member but such Affiliate is being used to demonstrate experience with Maintenance, include an explanation of how this experience will be brought to Delivery of the Renewables Project. For each such Affiliate, append a narrative and organization chart to this Prescribed Form satisfying the requirements of Section 3.7(b)(i) of Part B of the RFQ and not exceeding two (2) pages in length.)
8.	Experience with Project Delivery (Financing)	(Section to be completed if Comparable Facility is being used to satisfy <u>Financing</u> experience)
(a)	Details of project funding	<p>The total size and date of capital expenditures and financing:</p> <p>Nature of the financing arrangement (e.g. project or corporate financing):</p> <p>The source(s) of funding and amounts/proportions from each:</p>
(b)	Respondent Team Member(s) involved	<p>For each Respondent Team Member involved, include the following:</p> <p>Name of Respondent Team Member:</p>

		<p>The start and end date for the period during which the Project Delivery experience was attained:</p> <p>Roles, duties, and responsibilities of the Respondent Team Member:</p> <p>If the Respondent Team Member is an Individual, the nature of employment during which the Financing experience was attained:</p> <p>For each Respondent Team Member involved, include details/explanation of experience attained, with reference to key activities of Project Delivery described in Appendix Q:</p>
(c)	Affiliate experience (if applicable)	(If an Affiliate of a Respondent Team Member is not named as a Respondent Team Member but such Affiliate is being used to demonstrate experience with Financing, include an explanation of how this experience will be brought to Delivery of the Renewables Project. For each such Affiliate, append a narrative and organization chart to this Prescribed Form satisfying the requirements of Section 3.7(b)(i) of Part B of the RFQ and not exceeding two (2) pages in length.)
9.	Supplementary information	(Supplementary information should not exceed one page)
(a)	Facility site characteristics	<p>Nature of site access: (e.g. deed/ownership, lease, etcetera)</p> <p>Description of the land type/class: (e.g. private, crown land, etcetera)</p>
(b)	Other facility details	<p>Other relevant details: (e.g. project phases, unique project features)</p>

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX M

PRESCRIBED FORM – ENTITY PROFILE

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Entity Profile, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form – Entity Profile

- The Respondent Team Member in respect of which the Prescribed Form – Entity Profile is being provided is referred to as the “**Relevant Entity**”.
- Respondent should, for each Renewables Project Proposal included in its Qualification Submission, include a separate, completed Prescribed Form – Entity Profile for each Respondent Team Member that is not an Individual and whose experience is used to address the Project Delivery Experience Requirement for such Renewables Project Proposal (provided that, if a Respondent Team Member is to be identified as having Project Delivery experience in respect of more than three Comparable Facilities, then a second (or, if necessary, a third or fourth) completed Prescribed Form – Individual Personnel Profile may be submitted in respect of such Respondent Team Member).
- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form (unless the wording is intended and designed to be deleted).
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.
- This Prescribed Form shall be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.
- The Prescribed Form – Entity Profile must be limited to two (2) pages for each Relevant Entity.

Prescribed Form – Entity Profile

No.	Information Item	Content and Information Requirements		
1.	Respondent Information			
(a)	Respondent name as specified on the Prescribed Form – Respondent Information			
2.	Relevant Entity Information			
(a)	Name of Relevant Entity			
(b)	Names of Affiliates of Relevant Entity	Insert if the Entity Profile is being provided in respect of the Respondent or Project Team Lead		
(c)	Entity Type	(Corporation, partnership, etc.)		
(d)	Location of Relevant Entity's Primary Headquarters			
(e)	Brief Description of Relevant Entity's Primary Business			
3.	Comparable Facilities			
	Item	Comparable Facility 1	Comparable Facility 2	Comparable Facility 3
(a)	Name and Number of Comparable Facility	Insert name and number (as identified in the Prescribed Form – Comparable Facility Experience (Appendix L)) of Comparable Facility used to demonstrate experience of Relevant Entity	Insert name and number (as identified in the Prescribed Form – Comparable Facility Experience (Appendix L)) of Comparable Facility used to demonstrate experience of Relevant Entity	Insert name and number (as identified in the Prescribed Form – Comparable Facility Experience (Appendix L)) of Comparable Facility used to demonstrate experience of Relevant Entity
(b)	Type of Generation Technology / Renewable Fuel	Insert the generation technology / renewable fuel type of such Comparable Facility	Insert the generation technology / renewable fuel type of such Comparable Facility	Insert the generation technology / renewable fuel type of such Comparable Facility
(c)	Applicable Stage of Project Delivery in	Insert the applicable stage(s) of Project	Insert the applicable stage(s) of Project	Insert the applicable stage(s) of Project

	Respect of which Experience is claimed	Delivery (Development, Construction, Operation, Maintenance or Financing) in respect of which the Relevant Entity's experience is claimed	Delivery (Development, Construction, Operation, Maintenance or Financing) in respect of which the Relevant Entity's experience is claimed	Delivery (Development, Construction, Operation, Maintenance or Financing) in respect of which the Relevant Entity's experience is claimed
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AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX N

PRESCRIBED FORM – INDIVIDUAL PERSONNEL PROFILE

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Individual Personnel Profile, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form – Individual Personnel Profile

- Respondent should, for each Renewables Project Proposal included in its Qualification Submission, include a separate, completed Prescribed Form – Individual Personnel Profile for each Respondent Team Member that is an Individual and whose experience is used to address the Project Delivery Experience Requirement for such Renewables Project Proposal (provided that, if a Respondent Team Member is to be identified as having Project Delivery experience in respect of more than three Comparable Facilities, then a second (or, if necessary, a third or fourth) completed Prescribed Form – Individual Personnel Profile may be submitted in respect of such Respondent Team Member).
- The Respondent Team Member in respect of which this Prescribed Form – Personnel Profile is being provided is referred to as the “**Relevant Individual**”.
- For purposes of this Prescribed Form: (i) the Relevant Individual’s Project Delivery experience must have been attained in a Managerial Capacity rather than in carrying out subordinate functions; (ii) experience attained while the Relevant Individual was employed with an entity that is not the Relevant Individual’s current employer is permitted as long as such individual’s relevant prior employer is identified; and (iii) the experience of the Relevant Individual does not need to have been attained with the Respondent Team or its Affiliates.
- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form (unless the wording is intended and designed to be deleted).
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.
- This Prescribed Form must be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.
- This Prescribed Form – Personnel Profile must be limited to two (2) pages for each Relevant Individual.

Prescribed Form – Personnel Profile

No.	Information Item	Content and Information Requirements		
1.	Respondent Information			
(a)	Respondent name as specified on the Prescribed Form – Respondent Information (Appendix F)			
2.	Relevant Individual Information			
(a)	Name of Relevant Individual			
(b)	Summary of Relevant Individual's Education and Qualifications			
(c)	Relevant Individual's Educational, Industry and Professional Designations			
3.	Comparable Facilities			
	Item	Comparable Facility 1	Comparable Facility 2	Comparable Facility 3
(a)	Name and Number of Comparable Facility	Insert name and number (as identified in the Prescribed Form – Comparable Facility Experience) of Comparable Facility used to demonstrate experience of Relevant Individual	Insert name and number (as identified in the Prescribed Form – Comparable Facility Experience) of Comparable Facility used to demonstrate experience of Relevant Individual	Insert name and number (as identified in the Prescribed Form – Comparable Facility Experience) of Comparable Facility used to demonstrate experience of Relevant Individual
(b)	Type of Generation Technology / Renewable Fuel	Insert the generation technology / renewable fuel type of such Comparable Facility	Insert the generation technology / renewable fuel type of such Comparable Facility	Insert the generation technology / renewable fuel type of such Comparable Facility
(c)	Applicable Stage of Project Delivery in Respect of which Experience is Claimed	Insert the applicable stage(s) of Project Delivery (Development, Construction, Operation, Maintenance or Financing) in respect	Insert the applicable stage(s) of Project Delivery (Development, Construction, Operation, Maintenance or Financing) in respect	Insert the applicable stage(s) of Project Delivery (Development, Construction, Operation, Maintenance or Financing) in respect

		of which the Relevant Individual's experience is claimed	of which the Relevant Individual's experience is claimed	of which the Relevant Individual's experience is claimed
(d)	Relevant Individual's Roles and Responsibilities	Insert the Relevant Individual's roles and responsibilities in the applicable stage of Project Delivery described above with respect to Comparable Facility 1	Insert the Relevant Individual's roles and responsibilities in the applicable stage of Project Delivery described above with respect to Comparable Facility 2	Insert the Relevant Individual's roles and responsibilities in the applicable stage of Project Delivery described above with respect to Comparable Facility 3
(e)	Period During which Relevant Individual Gained the Applicable Experience (and the employer or other entity under which such experience was gained).	Insert the period during which the Relevant Individual was engaged in the roles and responsibilities described above with respect to Comparable Facility 1 and the employer or entity under which such experience was gained.	Insert the period during which the Relevant Individual was engaged in the roles and responsibilities described above with respect to Comparable Facility 2 and the employer or entity under which such experience was gained.	Insert the period during which the Relevant Individual was engaged in the roles and responsibilities described above with respect to Comparable Facility 3 and the employer or entity under which such experience was gained.
(f)	Reference Name	Insert the name of a reference (an Individual) who can confirm and validate the Relevant Individual's role in Project Delivery indicated above in respect of Comparable Facility 1	Insert the name of a reference (an Individual) who can confirm and validate the Relevant Individual's role in Project Delivery indicated above in respect of Comparable Facility 2	Insert the name of a reference (an Individual) who can confirm and validate the Relevant Individual's role in Project Delivery indicated above in respect of Comparable Facility 3
(g)	Reference Information	Insert title, telephone number, email address and mailing address of the reference named above	Insert title, telephone number, email address and mailing address of the reference named above	Insert title, telephone number, email address and mailing address of the reference named above
(h)	Reference Role and Working Relationship	Describe such reference's role in Project Delivery with respect to Comparable Facility 1, as well as a brief description of the working relationship between such reference and the	Describe such reference's role in Project Delivery with respect to Comparable Facility 2, as well as a brief description of the working relationship between such reference and the	Describe such reference's role in Project Delivery with respect to Comparable Facility 3, as well as a brief description of the working relationship between such reference and the

		Relevant Individual	Relevant Individual	Relevant Individual
(i)	Confirmation	Confirm that such reference has been made aware that his/her name is being included in this Qualification Submission and that he/she is willing to provide a reference to the AESO	Confirm that such reference has been made aware that his/her name is being included in this Qualification Submission and that he/she is willing to provide a reference to the AESO	Confirm that such reference has been made aware that his/her name is being included in this Qualification Submission and that he/she is willing to provide a reference to the AESO

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX O

PRESCRIBED FORM – RENEWABLES PROJECT FINANCIAL INFORMATION

All capitalized terms and acronyms used in these instructions and the Prescribed Form – Renewables Project Financial Information, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable to Prescribed Form - Renewables Project Financial Information

- The Respondent should complete and submit a separate Prescribed Form – Renewables Project Financial Information for each Renewables Project Proposal included in its Qualification Submission.
- The pages of this Prescribed Form should be kept together in the Qualification Submission in sequential order.
- If this Prescribed Form contains an insufficient number of rows or columns within which to provide information requested, then the Respondent may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no amendments should be made to the wording of this Prescribed Form (unless the wording is intended and designed to be deleted).
- Information provided in this Prescribed Form should be consistent with the information otherwise provided in the Qualification Submission.
- This Prescribed Form should be completed in its entirety. If fields are not applicable, they should be marked “not applicable”.

Prescribed Form – Renewables Project Financial Information

No.	Information Item	Content and Information Requirements		
1.	Respondent Information			
(a)	Respondent name as specified on the Prescribed Form – Respondent Information			
2.	Project Information			
(a)	Renewables Project Proposal	Name of Renewables Project		
(b)	Renewables Project Priority for Evaluation ⁵ Number/Ranking	(Insert the priority number for evaluation provided in Prescribed Form-Renewable Projects Summary and Priority for Evaluation)		
(c)	Contract Capacity	[●] MW		
(d)	Total Cost of Renewables Project	\$ [●]		
(e)	Total Equity of Renewables Project	\$ [●]		
(f)	Designated Equity (i.e. 51% of Total Equity)	\$ [●]		
3.	Designated Equity Provider Information			
	Item	Designated Equity Provider 1	Designated Equity Provider 2	Designated Equity Provider 3
(a)	Name of Designated Equity Provider			
(b)	Committed Equity	\$ [●]	\$ [●]	\$ ●
(c)	Equity Commitment	% [●]	% [●]	% [●]
(d)	Pro-rata share of Contract Capacity	[●] MW	[●] MW	[●] MW
(e)	TNW in most recent fiscal quarter (if applicable)	Quarter: [●] \$ [●]	Quarter: [●] \$ [●]	Quarter: [●] \$ [●]
(f)	TNW in last fiscal year	Year: [●]	Year: [●]	Year: [●]

⁵ As such term is defined in the Glossary of Terms.

		\$ [●]	\$ [●]	\$ [●]
(g)	TNW in second most recent fiscal year	Year: [●][#] \$ [●]	Year: [●] \$ [●]	Year: [●] \$ [●]
4.	Renewables Project Financing Plan			

In the table below, provide the estimated funding amount from each source and the expected timing of the capital raise.

Sources		Stage of Delivery		
		Development	Construction	Operation
Equity	Common	\$[●]	\$[●]	\$[●]
Debt	Corporate	\$[●]	\$[●]	\$[●]
	Project	\$[●]	\$[●]	\$[●]
Total		\$[●]	\$[●]	\$[●]

**AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX P
FORM OF DRAFT RESA**

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX Q
REPRESENTATIVE ACTIVITIES

Key Activities of Project Delivery

- (a) **Development** – Activities associated with conceptualizing project, engaging in stakeholder relations, and securing all required approvals and arrangements necessary for proceeding with construction of a facility; including:
 - (i) Concept – Conceptualizing project; assessing feasibility; identifying suitable site locations
 - (ii) Renewable Resource Potential – Assessing potential renewable energy site potential, and where appropriate, securing fuel resource availability as applicable; evaluating site conditions as they relate to renewable resource development
 - (iii) Project Feasibility – Optimizing project configuration; conducting performance estimates and economic analysis; identifying and addressing potential risks and mitigations
 - (iv) Land Rights and Site Entitlement – Attaining access rights; negotiating and executing lease/purchase agreements or options
 - (v) Site Considerations – Identifying critical site considerations, such as archeological and heritage sites; conducting geotechnical surveys and studies; evaluating site conditions for constructability
 - (vi) Project Connection (System Access) – Initiating communication with relevant connecting authority; identifying and assessing suitable connection options; developing connection facility application and filing for approval to secure relevant connection agreements
 - (vii) Environmental Approvals – Identifying and conducting all necessary environmental studies to achieve required approvals
 - (viii) Permits and Approvals – Identifying, applying, and attaining all other necessary permits, and regulatory approvals
 - (ix) Stakeholder Relations – Performing relationship management, communication, and stakeholder relations with affected parties
 - (x) Risk Management – Identifying, mitigating and/or managing project risks

- (xi) Planning – Activities associated with preparing, designing, scheduling, engineering, procuring of services and equipment necessary to plan for and execute construction of a facility, including:]
 - (A) Managing, scheduling, and coordinating key aspects of project development
 - (B) Retaining all necessary contractors and advisors (e.g. EPC, permitting etc.)
 - (C) Arranging and executing major equipment and component agreements
 - (D) Assessing and managing suitability of transportation infrastructure and access roads for equipment delivery and servicing

- (b) **Construction** – Actively managing the performance of the activities associated with building, erecting, constructing, installing, testing, and commissioning of a facility, necessary for attaining commercial operation; including:
 - (i) Managing site preparation and access
 - (ii) Managing timely generation facility equipment delivery, set-up, construction, and erection of facility components
 - (iii) Managing construction activity in respect of ongoing compliance with permits and other relevant bylaws/regulations/standards, e.g. NERC.
 - (iv) Managing activities related to delivery, installation & commissioning of connection facilities and equipment for connecting the generating facility to the electrical system/network
 - (v) Managing testing, commissioning of a facility
 - (vi) Managing site clean-up and reclamation to comply with relevant agreements, and permits
 - (vii) Managing site disturbances, spills, and other unplanned construction impacts, including ensuring compliance with permits, applicable law and notifying relevant stakeholders

- (c) **Operation and Maintenance** - Actively managing the performance of the activities associated with operating, monitoring, and maintaining a facility, necessary to ensure productive performance over its useful life; including:
 - (i) Managing in-house O&M operations, as applicable
 - (ii) Securing, arranging, and managing agreements with third-party O&M providers, as applicable
 - (iii) Ensuring compliance with operating and reporting requirements of relevant connection authorities
 - (iv) Ensuring compliance with other relevant rules and regulations

- (v) Ensuring monitoring and compliance in relation to environmental and other permits
- (vi) Managing and coordinating ongoing communication with relevant stakeholders
- (d) **Financing** – Performing activities associated with arranging the necessary financial resources to develop, construct, operate and maintain a facility; including:
 - (i) Assessing project funding requirements and suitable arrangements
 - (ii) Engaging equity sponsors, lenders, shareholders, and other investors, as applicable
 - (iii) Preparing a prospectus for funding the project, as applicable
 - (iv) Arranging/managing funding competitions, as applicable
 - (v) Arranging and negotiating key terms of funding agreements, as applicable
 - (vi) Securing internal approvals and preparing for final investment decision
 - (vii) Achieving financial close or final investment decision in a timely manner

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX R

PRESCRIBED FORM - COMMITMENT LETTER

All capitalized terms used in this Appendix R and its instructions for completion, unless otherwise stated, have the meanings ascribed to them in the RFQ.

Instructions applicable Commitment Letter

- If the Designated Equity Provider stipulated in the Renewables Project Proposal is not relying on an Equity Support Person, then such Designated Equity Provider should provide a Commitment Letter in the attached form containing and completed as to all of paragraphs (a) to (i), inclusive.
- If the Designated Equity Provider stipulated in the Renewables Project Proposal is relying upon an Equity Support Person, then:
 - The stipulated Designated Equity Provider should provide a Commitment Letter in the attached form containing and completed as to only paragraphs (a), (b) and (c), and
 - The Equity Support Person should provide a Commitment Letter, identifying itself as the Designated Equity Provider in such letter, containing and completed as to all of paragraphs (a) to (i), inclusive.

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS

APPENDIX R

COMMITMENT LETTER

[For Letterhead of Designated Equity Provider]

Alberta Electric System Operator
#2500, 330 – 5th Avenue SW
Calgary, AB T2P 0L4

RE: AESO REP-Round 1 – [Name of Respondent] – [Name of Designated Equity Provider] – [Name of Renewables Project] - Commitment Letter

Capitalized terms not defined in this letter have the meanings ascribed to them in the RFQ issued April 28, 2017 by Alberta Electric System Operator relating to its REP Round 1 Program.

I am the / a / an [insert office held, e.g. president, director, etc.] of [insert name of the Designated Equity Provider], the / a Designated Equity Provider to the **[Name of Renewables Project]**, and confirm that:

- (a) the Designated Equity Provider agrees in principle and intends to advance or provide an Equity Commitment of X% of the Designated Equity for the, [insert name of the Renewables Project] subject to the satisfaction of the specific objective conditions listed below. [Insert any objective conditions, if applicable];
- (b) appropriate representatives of the Designated Equity Provider have reviewed both the RFQ and the Qualification Submission proposed to be submitted by the Respondent;
- (c) the Designated Equity Provider's Equity Commitment has been approved by the board of directors, investment committee or other management group with authority to approve participation in the Renewables Project Proposal by the Designated Equity Provider and such Equity Commitment;
- (d) if the financial statements of the Designated Equity Provider provided in the Qualification Submission are unaudited, then I certify that **[add the following if the signatory is not the Chief Financial Officer: and confirm to the AESO that the Chief Financial Officer of the Designated Equity Provider has certified that]** such financial statements present fairly, in all material respects, the financial position of the Designated Equity Provider prepared in conformity with GAAP;
- (e) if the financial statements of the Designated Equity Provider provided in the Qualification Statement are not compliant with GAAP, I certify that such components of the financial statements used for the purposes of determining the Tangible Net Worth of the Designated Equity Provider and used in the preparation of the TNW Methodology of the Designated Equity Provider were, in each instance, first reconciled to GAAP.
- (f) **[NOTE: here insert the language from:**

Paragraph (i) if there are no facts or circumstances that would materially adversely affect the Designated Equity Provider's financial condition, or

Paragraph (ii) if there are facts or circumstances that would materially adversely affect the Designated Equity Provider's financial condition,

- (i) to the best of my knowledge, since the date of the latest of the financial statements of the Designated Equity Provider included in the Qualification Submission no facts or circumstances have arisen that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the financial statements of the Designated Equity Provider included in the Qualification Submission;
- (ii) there are facts or circumstances that will materially adversely affect the Designated Equity Provider's financial condition as set out in the financial statements of the Designated Equity Provider included in the Qualification Submission, a detailed description of which are as set out in Exhibit A. I would further confirm that the revised value of the Designated Equity Provider's Tangible Net Worth is now as set out in Exhibit A, together with a description of the calculations and methodology supporting such revised value of the Designated Equity Provider's Tangible Net Worth, and that such revised value has been estimated reasonably and in accordance with GAAP having regard to the foregoing facts and circumstances.

(g) **[Note: Here insert the language from (i) or (ii) below, as applicable**

- (i) the Designated Equity Provider currently has material off-balance sheet financing arrangements place; and reasonable details in respect of such arrangements are set out in Exhibit B;
- (ii) to the best of my knowledge, the Designated Equity Provider currently has no material off-balance sheet financing arrangements place;]

(h) **[Note: Here insert the language from (i) or (ii) below, as applicable;**

- (i) there has been, in respect of the Designated Equity Provider, bankruptcy, insolvency, companies creditors arrangements or other insolvency proceedings in the last two (2) fiscal years, or material litigation or other material adverse proceedings (such as arbitration or other alternative dispute resolution proceedings or regulatory investigations or proceedings) that have occurred in the past two (2) years or that remain outstanding and that may affect its ability to perform its obligations in respect of the Renewables Projects, and Exhibit C sets out reasonable details with respect to such proceedings;
- (ii) to the best of my knowledge, in respect of the Designated Equity Provider, there have been no bankruptcy, insolvency, companies creditors arrangements or other insolvency proceedings in the last two (2) fiscal years, or any material litigation or other material adverse proceedings (such as arbitration or other alternative dispute resolution proceedings or regulatory investigations or proceedings) that have occurred in the past two (2) years or that remain outstanding and that may affect its ability to perform its obligations in respect of the Renewables Project;]

(i) I have authority to bind the Designated Equity Provider.

Signature: _____

Name: _____

Title: _____

AESO REP ROUND 1
REQUEST FOR QUALIFICATIONS
APPENDIX S

**PRESCRIBED FORM - QUALIFICATION SUBMISSION AMENDMENT OR
WITHDRAWAL**

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

Respondent Name: _____

[Select one of the options below]

I wish to withdraw the Qualification Submission:

[Description of the Qualification Submission being withdrawn]

The Respondent acknowledges and agrees that by submitting a withdrawal request for the Qualification Submission, the Qualification Submission will be deemed withdrawn under the RFQ effective upon the AESO's receipt of a completed withdrawal request. If the Qualification Submission is withdrawn prior to the Qualification Submission Deadline, the Respondent's Submission Fee will be returned (if any Submission Fee was provided to the AESO). If the Qualification Submission is withdrawn after the Qualification Submission Deadline, the Respondent's Submission Fee will not be refunded, unless the AESO cancels the Competition prior to evaluating Qualification Submissions of any Respondents.

I wish to amend the Qualification Submission:

[Insert Description of the Qualification Submission being amended]

[Provide the reasons for the amendment to the Qualification Submission]

[Provide a description of the specific aspects of the Qualification Submission 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 Respondent acknowledges that the amendment of the Qualification Submission will not be completed unless all replacement materials are received by the AESO no later than the Qualification Submission Deadline.

Name of Respondent's Representative

Signature of Respondent's Representative
