

Request for Qualifications

**FOR THE SECOND RENEWABLE ELECTRICITY PROGRAM COMPETITION
REP ROUND 2**



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RFQ ORIGINALLY ISSUED: **APRIL 27, 2018**

CONSOLIDATED RFQ – INCORPORATING CHANGES FROM ADDENDA 1-4: **JANUARY 31, 2019**



ALBERTA ELECTRIC SYSTEM OPERATOR

REQUEST FOR QUALIFICATIONS

REP Round 2

RFQ Issued: April 27, 2018

CONTENTS

Part A: Terms and Conditions

1	INTRODUCTION	1
1.1	Purpose of RFQ	1
1.2	Background	1
1.3	The AESO	2
1.4	Overview of the Support Agreements	2
1.5	Financial Commitment to Participate in this RFQ	4
1.6	No Exclusivity	4
1.7	Future Procurements	4
2	COMPETITION OVERVIEW	5
2.1	Competition	5
2.2	Request for Qualifications Stage.....	5
2.3	Request for Proposals Stage	5
3	RFQ PROCESS	8
3.1	Overview of RFQ Process.....	8
3.2	Respondent's Representative	8
3.3	Submission Fee	8
3.4	Qualification Submission and Renewables Project Proposals	9
3.5	Qualification Submission Delivery Deadline	9
3.6	Amending or Withdrawing Qualification Submissions.....	9
3.7	Timetable.....	10
4	EVALUATION PROCESS	11
4.1	Evaluation Process	11
4.2	Compliance	13
4.3	Evaluation Notice to Respondent.....	14
4.4	Failure to Qualify	14
4.5	Debriefing.....	15
4.6	Fairness Advisor	15
5	COMMUNICATIONS AND INFORMATION	16
5.1	Communications, Enquiries and Requests for Clarification.....	16
5.2	Addenda	17
5.3	Clarification and Additional Information	17
5.4	No Public Disclosure	17
5.5	Prohibited Communications	17
5.6	No Lobbying	18
5.7	FOIP Act.....	19
5.8	Disclosure of Information About Respondents.....	19
5.9	Accuracy of Information	19
5.10	Collection of Personal Information	20
6	CONFLICTS, COMMON OWNERSHIP, CHANGES AND COLLUSION.....	21
6.1	Conflict of Interest	21
6.2	Inclusion of Restricted Parties.....	21
6.3	Request for Decision.....	21

CONTENTS

6.4	Common Ownership – Control Group Members.....	22
6.5	Changes to Respondent Team	22
6.6	Collusion.....	23
6.7	Decisions Final and Binding.....	23
7	GENERAL TERMS AND CONDITIONS.....	25
7.1	Definitions.....	25
7.2	RFQ Documents.....	25
7.3	Respondents to Bear All Costs	25
7.4	Due Diligence by Respondents.....	25
7.5	Verification.....	26
7.6	Ownership of Qualification Submission	26
7.7	No Offer.....	26
7.8	Cancellation.....	26
7.9	No Liability.....	26
7.10	Legal Liability for Breach of RFQ.....	27
7.11	Disqualification and Prohibition	27
7.12	Reservation of Rights.....	27
7.13	Governing Law of this RFQ.....	29
Part B: Qualification Submissions – Instructions and Requirements		
1	QUALIFICATION SUBMISSIONS - INSTRUCTIONS	30
2	QUALIFICATION SUBMISSIONS – GENERAL REQUIREMENTS	35
2.1	Respondent Agreement	35
2.2	Relationship Disclosure Form	35
2.3	Qualification Submission Certification.....	35
2.4	Respondent General Information Requirements	35
2.5	Control Group Information Requirements.....	35
2.6	Priority for Evaluation Requirements	35
3	QUALIFICATION SUBMISSION – RENEWABLES PROJECT PROPOSALS REQUIREMENTS....	36
3.1	Renewables Project Proposal – Eligibility.....	36
3.2	Renewables Project Proposal – Information Requirements	37
3.3	Renewables Project Proposal – Site Control.....	37
3.4	Renewables Project Proposal – Project Plan	38
3.5	Renewables Project Proposal – Stakeholder Relations	39
3.6	Renewables Project Proposal – Team Member Roles	40
3.7	Renewables Project Proposal – Project Delivery Experience	40
3.8	Renewables Project Proposal – Financial Strength and Equity Commitment	42
4	QUALIFICATION SUBMISSION – TANGIBLE NET WORTH REQUIREMENTS	45

- APPENDIX A - GLOSSARY OF TERMS AND RFQ INTERPRETATION PROVISIONS
- APPENDIX B - RESPONDENT AGREEMENT
- APPENDIX C - RELATIONSHIP DISCLOSURE FORM
- APPENDIX D - QUALIFICATION SUBMISSION CERTIFICATION
- APPENDIX E - PRESCRIBED FORM – RESPONDENT INFORMATION
- APPENDIX F - PRESCRIBED FORM – CONTROL GROUP INFORMATION
- APPENDIX G - PRESCRIBED FORM – PRIORITY FOR EVALUATION
- APPENDIX H - PRESCRIBED FORM – RESPONDENT DECLARATIONS
- APPENDIX I - PRESCRIBED FORM – RENEWABLES PROJECT PROFILE
- APPENDIX J - PRESCRIBED FORM – SOLICITOR'S CONFIRMATION OPINION RESPECTING SITE CONTROL
- APPENDIX K - PRESCRIBED FORM – COMPARABLE FACILITY EXPERIENCE
- APPENDIX L - PRESCRIBED FORM – RENEWABLES PROJECT FINANCIAL INFORMATION
- APPENDIX M - FORM OF DRAFT RESA
- APPENDIX N - REPRESENTATIVE ACTIVITIES
- APPENDIX O - PRESCRIBED FORM – COMMITMENT LETTER
- APPENDIX P - PRESCRIBED FORM – QUALIFICATION SUBMISSION WITHDRAWAL

REQUEST FOR QUALIFICATIONS

PART A: TERMS AND CONDITIONS

1 INTRODUCTION

1.1 Purpose of RFQ

The purpose of this RFQ for the second Renewable Electricity Program competition 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.

In order to advance the Government of Alberta's commitment to work with Indigenous peoples and communities to support their participation in Alberta's broader electricity sector, at least twenty-five per cent of the Economic Interest in respect of each owner of a Renewables Project awarded a RESA under REP Round 2 must be held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities.

The objective of soliciting and evaluating Qualification Submissions pursuant to this RFQ is to establish a list of Respondents to the RFQ that will become eligible to participate as Proponents in the RFP for REP Round 2 and to receive support payments under a RESA. Respondents may, subject to the terms of this RFQ, include Individuals, Corporations and Unincorporated Associations.

On March 29, 2018 the AESO issued an REOI to assist the AESO in identifying interested parties who may wish to participate in REP Round 2 and to provide key details of the second 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

The *Renewable Electricity Act* (Alberta) came into force in March, 2017 in furtherance of the Government of Alberta's Climate Leadership Plan. The REA establishes the target that by 2030 at least 30 per cent 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.

The AESO concluded the first Renewable Electricity Program ("**REP Round 1**") in December of 2017. Under REP Round 1, the AESO procured nearly 600 MW of renewable generation.

On February 2, 2018, the Minister directed the AESO to develop a competition proposal for REP Round 2 that leveraged the success of REP Round 1 and reflected, among other things, the Government of Alberta's commitment to work with Indigenous peoples and communities to support their participation in Alberta's broader electricity sector and the development of Renewable Electricity. Pursuant to the REA, on March 27, 2018 the Minister approved REP Round 2 to promote the development of large-scale Renewable Electricity generation in Alberta and has authorized a procurement target of up to 300 MW in respect of REP Round 2. This RFQ represents the second stage of REP Round 2.

Concurrently with the direction in respect of REP Round 2, the Minister directed the AESO to develop the third Renewable Electricity Program ("**REP Round 3**"). Similar to REP Round 2, REP Round 3 is intended to select a party, or parties, to enter into RESAs to develop, finance, build, own, operate and maintain projects which produce Electricity from renewable energy resources. Unlike REP Round 2, REP Round 3 will not have an Indigenous Participation Requirement. Pursuant to the REA, the Minister has approved REP Round 3 to promote the development of large-scale Renewable Electricity generation in Alberta and has authorized a procurement target of up to 400 MW in respect of REP Round 3.

The REP Round 2 and REP Round 3 competitions will run in parallel.

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 and administering such capacity 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 AIES;
- planning the capability of the Transmission System to meet future needs;
- developing, implementing and administering Renewable Electricity Programs; 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, under REP Round 2, potentially acquire, on behalf of the Government of Alberta, the Renewable Attributes associated with up to 300 MW of Renewables Projects and provide support payments for them under the terms of RESAs. Each RESA: (i) obligates the Counterparty to develop, finance, construct, own, operate and maintain the applicable Renewables Project and (ii) will have a support period of twenty (20) years from the later of April 1, 2020 and the Commercial Operation Date of such Renewables Project, provided it achieves Commercial Operation on or before the Target COD of June 30, 2021. Neither the AESO nor the Government of Alberta will be acquiring Electricity or other electric energy through the RESA, but the AESO will (on behalf of the Government of Alberta) acquire all of the Renewable Attributes associated with each MWh of Electricity produced by a Renewables Project.

The draft form of the RESA is attached as Appendix M. 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 Power Pool during the Term.

No Electricity from Renewables Projects may be sold under bi-lateral or other arrangements, nor may the Counterparty seek or obtain other funding or incentives in respect of such project from the Government of Alberta, whether in relation to generation or to reduction of emission credits. The Counterparty will, however, be able to seek additional government funding or incentives from other governmental authorities. If the Counterparty receives any such funding or incentives under an Incentive Program, and does not have knowledge that it will be receiving same until after the RFP submission date, then such funding or incentive will be shared 50/50 with the AESO. This sharing requirement applies only to the Counterparty, and not to the other Respondent Team Members.

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, in an amount equal to 200 hours multiplied by the 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 have entered into the REFA, which sets 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.

Information about the Government of Alberta's credit rating is available at www.finance.alberta.ca/business/investor-relations/credit-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 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 REP Round 2 procurement 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 2.

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.

Subject to Conflict of Interest and Common Ownership limitations described below and the Indigenous Participation Requirement, 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, Indigenous communities, 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 purpose of the RFP stage of the Competition will be to: (i) invite Proponents to provide certain confirmations in respect of their qualifications relating to Renewables Projects proposed and qualified during the RFQ, (ii) invite Proponents to confirm that they satisfy the Indigenous Participation Requirement, (iii) invite Proponents to offer a Strike Price to the AESO in respect of each such Renewables Project; and (iv) identify, based on lowest submitted Strike Prices, Selected Proponent(s) who will be awarded a RESA(s) in respect of selected Renewables Project(s), subject to Ministerial approval under the REA and the transmission capacity assessment to be conducted during such RFP stage.

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

- If a Qualification Submission and one or more of its associated Renewables Project Proposals are not Disqualified in the RFQ stage, the Proponent will be invited in the RFP stage, in respect of each such Renewables Project Proposal, to:
 - provide a Strike Price bid;
 - certify that the ownership of the applicable SPV complies with the Indigenous Participation Requirement;

- in respect of any portion of such Renewables Project located on First Nation Land, confirm (to the extent not previously confirmed in the RFQ stage) that:
 - an appropriate First Nation Land Designation has been obtained in respect of such First Nation Land;
 - the Respondent has obtained either:
 - a lease from the Crown (or a sub-lease, or an option/agreement to acquire a lease or sub-lease) in respect of such First Nation Land; or
 - each of the following: (i) a binding agreement with the applicable First Nation which sets forth the terms and conditions upon which the SPV will enter into a lease with the Crown (or a sub-lease, or an option/agreement to acquire a lease or sub-lease) in respect of such First Nation Land, subject only to the approval of (or such changes as may be required by) the Crown and (ii) evidence of a band council resolution authorizing the reserve land manager to request the Crown to finalize a lease which incorporates the terms and conditions of such binding agreement; and
 - the Respondent has obtained a waiver from the applicable First Nation, in favour of the AESO, of its rights under Section 89 of the Indian Act in relation to the Renewables Project, which waiver shall only become effective upon the execution of a RESA; and
- in respect of any of portion of such Renewables Project located on Métis Land, confirm (to the extent not previously confirmed in the RFQ stage) that the Respondent has obtained a lease from the applicable Settlement Council (or a sub-lease, or an option/agreement to acquire a lease or sub-lease) in respect of such Métis Land, which is only conditional upon the enactment of a settlement bylaw authorizing a lease term which is longer than 10 years (and which expires no earlier than the end of the term of the RESA).
- Each RFP submission will require the Proponent 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 of 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 and aggregate Contract Capacity 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) – (iii) above; (v) the Total Equity for a Renewables Project set out in 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) of the applicable Prescribed Form – Renewables Project Financial Information.

- At the RFP stage of the Competition, the AESO will conduct a second connection capacity assessment (in addition to the initial connection capacity assessment described in Section 4.1 of Part A) in respect of each Renewables Project included in a REP Round 2 RFP submission (the "**RFP Connection Assessment**"). Such assessment will assess whether the applicable Renewables Project, when ranked according to its Strike Price bid, can be connected to the Transmission System without an expansion thereof, having regard to all REP Round 2 Renewables Project Proposals which propose to connect at the same substation, line, or region and which have lower Strike Price bids. If such assessment determines that a Renewables Project cannot be connected to the Transmission System without an expansion thereof, the RFP submission associated with such Renewables Project will be deemed to be ineligible for purposes of the RFP. For greater certainty, such RFP Connection Assessment with not take into account any Renewable Generating Facilities submitted in the REP Round 3 competition.

Proponents who are invited to 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 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.

Under the REA, the Minister must approve the aggregate capacity of the Renewables Projects to be awarded RESAs, and it is therefore possible that the AESO may not acquire 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.

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 the AIES (either transmission connected or distribution connected) and be commercially operational by June 30, 2021. 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 Respondent Agreement (referenced in Section 2.1 of Part B) will be the sole contact for all communications from the AESO to the Respondent 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 Bonfirehub 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, prior to the Qualification Submission Deadline, provide the AESO with a Submission Fee that should be in the amount applicable to such Qualification Submission, plus GST. 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.

Submission Fee Example:

Number of Renewables Project Proposals	Size (MW)	MW Fee (min \$10,000/ max \$50,000)	Additional Project Fee	Submission Fee (before GST)	Submission Fee (with GST)
1	9	\$10,000	n/a	\$10,000	\$10,500
2	5 + 5 (10 total)	\$10,000	\$2500	\$12,500	\$13,125
3	10 + 10 + 7 (27 total)	\$27,000	\$5,000	\$32,000	\$33,600
1	75	\$50,000	n/a	\$50,000	\$52,500
3	85 + 90 + 75 (250 total)	\$50,000	\$5,000	\$55,000	\$57,750

3.4 Qualification Submission and Renewables Project Proposals

Each Respondent must submit one (but no more than one) Qualification Submission in respect of REP Round 2 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 REP Round 2 Qualification Submission.

A Renewable Generating Facility must not be submitted as part of a project proposal in both REP Round 2 and REP Round 3. If a Renewable Generating Facility is submitted as part of a project proposal in both REP Round 2 and REP Round 3, the AESO will Disqualify the Renewables Project Proposal associated with such facility unless the REP Round 3 project proposal in respect of such facility is withdrawn within five (5) Business Days of the AESO's Request for Clarification with respect thereto.

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 (which have not otherwise been Disqualified) 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 Priority for Evaluation 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 Bonfirehub Site before the Qualification Submission Deadline of June 21, 2018, 3:00 p.m. MDT.

3.6 Amending or Withdrawing Qualification Submissions

At any time prior to the Qualification Submission Deadline, a Respondent may withdraw, and if it desires, amend and resubmit, its Qualification Submission. If the Respondent withdraws and does not resubmit its Qualification Submission prior to the Qualification Submission Deadline, it will receive a refund of its Submission Fee, if already paid. The AESO will not review or evaluate Qualification Submissions prior to the Qualification Submission Deadline.

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 its Qualification Submission after the Qualification Submission Deadline by submitting such withdrawal in the Prescribed Form – Qualification Submission Withdrawal in Appendix P. For greater clarity, this form does not need to be provided if the Qualification Submission is withdrawn prior to the Qualification Submission Deadline.

3.7 Timetable

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

Release of RFQ	April 27, 2018
Deadline For Enquiries	June 8, 2018, 10:00 a.m. MDT
Qualification Submission Deadline	June 21, 2018 3:00 p.m. MDT
Release of RFP to Proponents	September 17, 2018

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 Addendum to those interested parties who have subscribed to the REP Bonfirehub Site and submitted a BAPA. 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 Bonfirehub Site to Respondents only.

4 EVALUATION PROCESS

4.1 Evaluation Process

The evaluation of REP Round 2 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 and its associated Renewables Project Proposals comply with this RFQ, including whether the Qualification Submission and associated Renewables Project Proposals (as applicable) contain or include the required Submission Fee (plus GST) and Prescribed Forms, Narrative Statements and other items to be submitted in accordance with the following provisions of Part B: Sections 2.1 to 2.6, 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 and associated Renewables Project Proposals comply 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 in respect of any of the requirements contained in Sections 2.1 to 2.6, inclusive, of Part B 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 Proposals that are assessed by the AESO to be incomplete in respect of any of the requirements contained in Sections 3.1 to 3.8, inclusive, or Section 4 of Part B will be Disqualified. If a Renewables Project Proposal is Disqualified on this basis, such Disqualification will not result in the automatic Disqualification of the applicable Respondent's Qualification Submission (if it contains more than one Renewables Project Proposal) or other Renewables Project Proposals.

- **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, and to the extent applicable to the Renewables Project Proposal, Section 2 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.

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.

- **Initial Connection Capacity Assessment**

The AESO will conduct an initial connection capacity assessment at the RFQ stage of the Competition with respect to each Renewables Project Proposal, pursuant to which 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, line, or region 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, in the initial RFQ connection capacity assessment, a Renewables Project is assessed on the base case as not able to deliver its full Contract Capacity to the Transmission System irrespective of all other Renewables Project Proposals (and irrespective of all other project proposals in REP Round 3) proposing connection at the same substation, line, or region then such project will be Disqualified and cannot be included in the RFP stage of the Competition.

As described in Section 2.3 of Part A, at the RFP stage of the Competition, Renewables Projects submitted in RFP submissions will also be subject to an RFP Connection Assessment, which assessment will take into account other Renewables Projects included in REP Round 2 RFP submissions. Such RFP Connection Assessment in respect of REP Round 2 will be carried out before, and take precedence over, the corresponding RFP connection capacity assessment to be carried out in respect of REP Round 3. As a result, Renewables Projects assessed in the REP Round 2 RFP Connection Assessment will be given priority over projects participating in the equivalent REP Round 3 connection capacity assessment (all, subject to, and as will be further described in, the terms of the RFP).

For purposes of the initial RFQ connection capacity assessment, the "base case" against which a Renewables Project Proposal will be assessed relative to connection to the substation, line, or region 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 21, 2018 plus all approved Transmission System projects expected to be energized by June 30, 2021.

Generation

- That generation being delivered to the Transmission System includes:
 - All generation existing as of June 21, 2018.
 - All generation projects, excluding those that are participating in REP Round 2 and REP Round 3, that have, on or before June 21, 2018: (i) paid the Generating Unit Owner's Contribution (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 June 30, 2021.
 - All generation projects awarded RESAs pursuant to REP Round 1.
- Generation will be dispatched as per the AESO's forecast of generation production based upon an economic dispatch methodology and renewable generation being dispatched to 100 per cent of its individual capacity.

Load

- That load on the Transmission System will include:
 - Load as forecasted for the year of 2021 according to the 2017 AESO Long-term Outlook.
 - All load requesting system access that have received a permit and licence under the *Hydro and Electric Energy Act (Alberta)* and an in-service date prior to June 30, 2021.
- 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 A).

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 does not comply

with, meet or satisfy the terms of this RFQ, the AESO may, but will not be required to, do one or more of the following: (i) Disqualify, but will not be required to Disqualify, such Qualification Submission or Renewables Project Proposal (as applicable) without liability, cost or penalty, (ii) request additional information from the applicable Respondent respecting any deviation from the requirements or terms of this RFQ which, in its opinion, is not a Material Deviation and incorporate the Respondent's response into the applicable Qualification Submission and/or Renewables Project Proposal, (iii) request that the Respondent correct or remedy any deviation, error, omission or failure to comply that, in the AESO's sole and absolute discretion, does not constitute a Material Deviation and incorporate the Respondent's corrected or remedied submissions into the applicable Qualification Submission and/or Renewables Project Proposal or (iv) waive any failure to comply that, in the AESO's sole and absolute discretion, does not constitute a Material Deviation. In addition, the AESO shall determine, in its discretion, whether or not a Prescribed Form has been completed.

For purposes of this RFQ:

- a) "**comply**" and "**compliance**" means that the Qualification Submission or Renewables Project Proposal (as applicable) conforms to the requirements or terms of the RFQ without Material Deviation;
- b) "**must**" when used in connection with a submission requirement, means a requirement that must be met in order for the Qualification Submission or Renewables Project Proposal (as applicable) to receive further consideration, and the failure to satisfy same will result in a determination that such Qualification Submission or Renewables Project Proposal (as applicable) is Disqualified; and
- c) "**should**" when used in connection with a submission requirement, means a requirement that has a significant degree of importance to the objective of the RFQ, and failure to satisfy same may result in a determination that the Qualification Submission or Renewables Project Proposal (as applicable) is Disqualified.

Each Respondent acknowledges and agrees that the AESO's evaluation of compliance with this RFQ is not an evaluation of absolute compliance.

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).

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 via the REP Bonfirehub 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 2 (but may be eligible to participate in future procurement rounds, other than REP Round 3, 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 which were not qualified. Requests must be made in writing through the REP Bonfirehub 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 2 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 Bonfirehub 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 Bonfirehub 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 Bonfirehub Site. The REP Bonfirehub Site user account through which the AESO receives a Respondent's Qualification Submission will be deemed to be such Respondent's REP Bonfirehub Site user account (the "**Respondent's Account**"). All communications made by the AESO through such Respondent's Account, whether before or after the AESO's receipt of such Qualification Submission, 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 Account, whether before or after the AESO's receipt of such Qualification Submission, 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 REP Bonfirehub Site. It is the Respondent's responsibility to continually check the REP Bonfirehub Site 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. The Enquiry will be deemed withdrawn within two (2) Business Days of the AESO's notice.

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 Bonfirehub 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 Bonfirehub 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; and

- b) all permitted communications with, or delivery of documents to, the AESO will be deemed as having been received by the AESO on the dates and times indicated on the REP Bonfirehub 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 Bonfirehub Site.

Each Addendum may contain important information, including significant changes to this RFQ, and interested parties are responsible for visiting the REP Bonfirehub 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 Bonfirehub 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 or REP Round 3;
 - ii) influencing or attempting to influence the outcome of the RFQ or other stage of this Competition or REP Round 3;
 - 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 or REP Round 3, but excluding applications for permits, approvals or technical arrangements;
 - iv) denying any other Person fair, open and impartial consideration in REP Round 2 or REP Round 3; 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 or REP Round 3

(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 Bonfirehub 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 with respect to the Competition, its Qualification Submission (including any Renewables Project Proposal included in such submission) or REP Round 3 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 Alberta's *Freedom of Information and Protection of Privacy Act* ("**FOIP**"). FOIP 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 FOIP. 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 Respondents' names, aggregated information or data regarding Qualification Submissions, Renewables Project Proposals and Respondents, and other specific information in respect of the Competition (which information does not specifically identify Respondents or the Renewables Project Proposals they have submitted), including:

- the number of Respondents and Qualification Submissions;
- number of Renewables Project Proposals submitted or qualified; and
- the Contract Capacity (both range and aggregate total) of the Renewables Project Proposals submitted or qualified; and
- a breakdown of any of the foregoing information by type of Renewable Fuel.

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 Bonfirehub 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 Laws, 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 Laws, 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 Bonfirehub 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 Bonfirehub 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 Bonfirehub 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 Bonfirehub 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's financial advisor – KPMG LLP;
- b) AESO's legal counsel – Norton Rose Fulbright Canada LLP;
- c) Fairness Advisor – P1 Consulting Inc.; and
- d) AESO Board members, consultants, 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 2 (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 2.

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 in REP Round 2. For clarity, the foregoing restriction does not prevent a Control Group Member in REP Round 2 from participating as a member of any control group in REP Round 3.

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 Bonfirehub 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 or any team participating in REP Round 3 (except in the case where all members of the Respondent Team and the team participating in REP Round 3 are the same). 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 or any participants in REP Round 3, 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 (www.aeso.ca) 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 BAPA. 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 2 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 a Clarification from any Respondent and incorporate a Respondent's response to that Request for Clarification into the Respondent's Qualification Submission and/or applicable Renewables Project Proposal 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 or any Renewables Project Proposal;

- b) request additional information from any Respondent and incorporate a Respondent's response to that request into the Respondent's Qualification Submission and/or applicable Renewables Project Proposal 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 or any Renewables Project Proposal;
- c) request that the Respondent correct or remedy any deviation, error, omission or failure to comply that, in the AESO's sole and absolute discretion, does not constitute a Material Deviation (including, for example, inadvertently submitting a REP Round 2 submission through the link on the REP Bonfirehub Site for REP Round 3, and *vice versa*) and incorporate the Respondent's corrected or remedied submissions into the Respondent's Qualification Submission and/or applicable Renewables Project Proposal;
- d) rely on information provided as part of any qualification submission for REP Round 3 in order to determine whether the Qualification Submission and any Renewables Project Proposal complies with the terms of this RFQ;
- e) meet with some or all Respondents to discuss aspects of their Qualification Submissions;
- f) seek a Respondent's acknowledgment of the AESO's interpretation of the Qualification Submission or any part of the Qualification Submission;
- g) 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;
- h) verify with any Respondent, or with a third party, any information set out in a Qualification Submission;
- i) contact any Designated Equity Provider or Equity Support Person, and obtain information on such party whether directly from the party or a third party;
- j) 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;
- k) 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;
- l) postpone, or suspend, temporarily or otherwise, this RFQ process;
- m) cancel the RFQ process;
- n) cancel the issuance of any RFP;
- o) qualify one, some or all Renewables Project Proposals in a Qualification Submission;

- p) if only one Qualification Submission is received, elect to qualify or Disqualify it; or
- q) request the delivery of an original hardcopy of any document delivered or submitted to it electronically.

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 (other than in respect of the Submission Fee) be submitted through the REP Bonfirehub Site on or before the Qualification Submission Deadline. A Qualification Submission submitted after the Qualification Submission Deadline will not be considered. The Qualification Submission delivered through the REP Bonfirehub Site must be fully transmitted and fully received prior to the Qualification Submission Deadline. The AESO will only review information submitted through the REP Bonfirehub Site. The calendar and clock within the REP Bonfirehub Site, whether accurate or not, will establish the time of delivery of the Qualification Submission (other than the Submission Fee);
 - (ii) in respect of the Submission Fee (plus GST), should 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 should clearly indicate the Respondent's name and that the Submission Fee is being provided in respect of REP Round 2. 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 at the Delivery Address, whether accurate or not, will establish the time of delivery of the Submission Fee;
 - (iii) must be in English;
 - (iv) must (other than in respect of the Submission Fee) include 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 be clearly titled "AESO REP Round 2, Qualification Submission" and indicate the Respondent's name;
 - (vi) should be electronically searchable and printable, except for pdf format signature pages of any Prescribed Forms, which are not required to be searchable;
 - (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 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 N.
- (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 (plus GST) 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 Sections 2, 3 and 4 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).
 - (vi) All Prescribed Forms 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	Respondent Agreement	Appendix B completed and signed by the Respondent's Representative
	Relationship Disclosure Form	Appendix C completed and signed by the Respondent's Representatives
	Qualification Submission Certificate	Appendix D completed and signed by the Respondent's Representative
Respondent Information	General Information	Prescribed Form – Respondent Information – Appendix E
	Control Group Information	Prescribed Form – Control Group Information – Appendix F
	Priority for Evaluation	Prescribed Form – Priority for Evaluation – Appendix G
Provide the following for each Renewables Project Proposal – Section 3 of Part B:		
Renewables Project Proposal (note: submit a separate folder clearly labelled for each Renewables Project Proposal)	Eligibility	Prescribed Form – Respondent Declarations – Appendix H
	Renewables Project Proposal Information	Prescribed Form – Renewables Project Profile – Appendix I
	Site Control	Prescribed Form – Solicitor's Confirmation Opinion Respecting Site Control – Appendix J
	Project Plan	Project Plan Narrative
	Stakeholder Relations	Stakeholder Relations Narrative
	Respondent Team Member Roles	Team Member Roles Narrative

Folder	Sub-Folders	Contents Requirements
	Project Delivery Experience	Prescribed Form – Comparable Facility Experience for each Comparable Facility used to satisfy the Project Delivery Experience Requirement for the applicable Renewables Project Proposal – Appendix K
	Financial Strength & Equity Commitment	<ul style="list-style-type: none"> • Prescribed Form – Renewables Project Financial Information – Appendix L • Prescribed Form – Commitment Letter from each Designated Equity Provider – Appendix O • 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 interim fiscal period
	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 that should be in the amount applicable to such Qualification Submission, plus GST. The form of payment should be a certified cheque or bank draft payable to Alberta Electric System Operator. 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 Respondent Agreement

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

2.2 Relationship Disclosure Form

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

2.3 Qualification Submission Certification

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

2.4 Respondent General Information Requirements

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

2.5 Control Group Information Requirements

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

2.6 Priority for Evaluation Requirements

A completed Prescribed Form – Priority for Evaluation, which form is attached hereto as Appendix G.

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 Renewable 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, substation or region 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.
- (k) Have assured Site Control.
- (l) Its applicable Respondent Team Members must be in compliance with the terms and conditions of any Government of Alberta funding as it relates to their participation in REP Round 2, if applicable.

Each Renewables Project Proposal must include a completed Prescribed Form – Respondent Declarations, which form is attached hereto as Appendix H. 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 I.

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 ("**Site Control**"):

- (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 Common Interest 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 Section 3.3(a) or (b) above either exclusively in favour of the Counterparty, or in favour of the Counterparty jointly with others; and/or
- (e) in the case of any portion of the Site that is located on First Nation Land, either:
 - (i) (A) a lease from her Majesty the Queen in Right of Canada, or a sublease thereof, or an option or other agreement to acquire such a lease or sublease in respect of such portion of the Site that will provide the Counterparty with the right to construct, operate and maintain the Renewables Project for a term that is no less than the term of the RESA; and (B) a First Nation Land Designation which confirms that such portion of the Site has been designated in a manner which permits a lease or sublease of the type and term contemplated in sub-section (A); or
 - (ii) the Site Diagram referred to in Section 3(b) of the applicable Prescribed Form – Renewables Project Profile; and/or
- (f) in the case of any portion of the Site that is located on Métis Land, either:
 - (i) a lease from the applicable Settlement Council, or a sublease thereof, or an option or other agreement to acquire such a lease or sublease; or
 - (ii) the Site Diagram referred to in Section 3(b) of the applicable Prescribed Form – Renewables Project Profile.

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 contain in such Qualification Submission, and from the site of each project which is part of a project proposal in REP Round 3,

save and except for Substation Lands to the extent permitted by ISO Rules (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 for overlapping Sites (or which overlap the site of any project which is part of a project proposal in REP Round 3), save and except for Substation Lands to the extent permitted by ISO Rules.

Each Renewables Project Proposal must include a completed Prescribed Form – Solicitor’s Confirmation Opinion Respecting Site Control, which form is attached hereto as Appendix J. The submission of a completed Prescribed Form – Solicitor’s Confirmation Opinion Respecting Site Control for each Renewables Project 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 must 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 included in the Respondent’s Qualification Submission) to their project plan and Respondents are encouraged to refer to Appendix N – Representative Activities.

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, tables and other diagrams) describing the required information, and including Gantt and other charts, lists, timelines, tables or other diagrams (the "**Project Plan Narrative**").

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 must at a minimum include:

- (a) an overall project plan for Delivery of the Renewables Project;
- (b) an outline (which should be in table format) 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 table outlining 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 in a table 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 must:
 - (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.

3.5 Renewables Project Proposal – Stakeholder Relations

Each Renewables Project Proposal must 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 must, at a minimum:

- (a) describe the approach to outreach and engagement with stakeholders and affected parties;

- (b) describe (in a table) activities conducted to date and critical milestones achieved toward robust stakeholder engagement;
- (c) if First Nation Land or Métis Land makes up all or a portion of the Site, describe activities conducted, undertaken, and achieved to date in respect of First Nation or Métis community engagement relating to obtaining leases, sub-leases or options to lease such lands;
- (d) describe activities conducted, undertaken and achieved to date in respect of Indigenous engagement; and
- (e) describe activities conducted, undertaken and achieved to date in furtherance of satisfying the Indigenous Participation Requirement.

The Respondent must, in respect of the Renewables Project, address the Stakeholder Relations Requirement by submitting a narrative not exceeding six (6) pages in length (inclusive of tables, lists, charts, diagrams and other materials) 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 must, having reference to the Project Plan Narrative 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) describe the roles and responsibilities of each applicable Respondent Team Member in relation to the performance of each stage of Delivery.

Such information should not reference Respondent Team Members who are Individuals.

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, diagrams and other materials) describing the required information and relating their relevant experience, 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 Commitment Requirements 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 must, 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 N) with at least two (2), but no more than eight

(8) comparable facilities, each of which is a Generation Facility, with a nameplate capacity of not less than 50% of the Contract Capacity of such Renewables Project (each a "**Comparable Facility**"); 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 eight (8) 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 eight (8) 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 N); 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 a completed Prescribed Form – Comparable Facility Experience, which form is attached hereto as Appendix K, for each Comparable Facility used to address the Project Delivery Experience Requirement for such Renewables Project.

3.8 Renewables Project Proposal – Financial Strength and Equity Commitment

Each Renewables Project Proposal must 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 Renewables 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 Renewables 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 must be addressed by:

- (e) the submission of a completed Prescribed Form – Renewables Project Financial Information, which form is attached hereto as Appendix L;
- (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 O, that:
 - (i) indicates the specified amount of the Equity Commitment, which percentage should match the percentage 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 securing 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 financing; 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 financing 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 interim fiscal period (if interim financial statements are available), which in each instance is at least equal to a threshold amount calculated as follows:

- In respect of each Renewables Project Proposal contained in the Qualification Submission (which has not otherwise been Disqualified), an amount equal to:

$$\text{CC} * \text{EC} * \$200,000$$

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.

- 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 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.

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 interim fiscal period (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, or a certificate of an officer of the

Designated Equity Provider confirming that completed interim financial statements are not available at the Qualification Submission Deadline accompanied by an explanation as to why such interim financial statements are not available.

- (c) Specifying in the applicable Prescribed Forms – Renewables Project Financial Information 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 interim fiscal period.
- (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.

If, at the RFP stage of the Competition, one or more of the Respondent's Designated Equity Providers or Equity Support Persons for a Renewables Project has experienced Adverse Facts or Circumstances since the date of the Qualification Submission, the Proponent will be required to provide the AESO with assurance that each such Designated Equity Provider and/or Equity Support Person continues to meet the applicable TNW Requirement, and in such circumstances, the AESO may recalculate or reconsider the TNW of such Designated Equity Providers or Equity Support Persons, all as will be further described and set out in the RFP.

AESO REP ROUND 2
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.
Adverse Facts or Circumstances	Means, in respect of a Designated Equity Provider or Equity Support Person, that since the date of the applicable Qualification Submission, facts or circumstances have arisen which are reasonably expected to materially adversely affect its credit quality or financial condition as set out in its financial statements as provided in the Qualification Submission or which would require such financial statements to be qualified or restated, or which should be disclosed in order to keep such financial statements from being misleading.
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.

TERM OR ACRONYM	MEANING
AUC	Means the Alberta Utilities Commission or its successor.
BAPA	Means the Bonfirehub Access and Participant Agreement between a user of the REP Bonfirehub Site and the AESO.
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 Bonfirehub Site, cancelling this RFQ.
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 M.
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 M.
Commercial Operation Date and COD	Means the date on which Commercial Operation is achieved.

TERM OR ACRONYM	MEANING
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 O.
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 Interest 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 the Respondent or any Respondent Team Member (as lessee, sub-lessee, or optionee) for purposes of such Renewables Project pursuant to a lease, sub-lease, or option/agreement to lease or sublease from the Respondent or from the same or another Respondent Team Member (as lessor, sub-lessor or optionor, and in in circumstances where such lessor's, sub-lessor's, or optionor's interest in such lands are held by it in connection with a different Renewables Project, but do not form part of the Site for such project).
Common Ownership	Is a reference to participation by a Person as a Control Group Member of more than one Respondent.
Comparable Facility	Has the meaning given that term in Section 3.7(a) of Part B.
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 2, which process will end upon Counterparties entering into RESAs with the AESO.
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).

TERM OR ACRONYM	MEANING
Construction	Means the stage of Project Delivery which entails engineering, 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.
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, and Operation and Maintenance.

TERM OR ACRONYM	MEANING
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.
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.
Economic Interest	Means, with respect to any Person other than an Individual, the right to receive or the opportunity to participate in any payments arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such Person, by means, directly or indirectly, of an equity interest in a Corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, or, in the sole and absolute discretion of the AESO, other similar ownership interest.

TERM OR ACRONYM	MEANING
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.
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.

TERM OR ACRONYM	MEANING
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, 2017; (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 M (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; (e) has a design life equal to or greater than the Term.
Fairness Advisor	<p>Means the Person who is retained by the AESO to provide:</p> <ul style="list-style-type: none"> (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 Requirement	<p>Has the meaning given such term in Section 3.8 of Part B.</p>
Financing	<p>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.</p>
Financing Plan Narrative	<p>Has the meaning given such term in Section 3.8(g) of Part B.</p>
First Nation	<p>Means "band" as defined in the <i>Indian Act</i> (Canada).</p>
First Nation Land	<p>Means land situated within the geographic boundaries of a "reserve", as such term is defined in the <i>Indian Act</i> (Canada).</p>
First Nation Land Designation	<p>Means, in respect of any First Nation Land, that such land has been designated for lease by the applicable First Nation under Section 38(2) of the <i>Indian Act</i> (Canada).</p>
FOIP	<p>Has the meaning given such term in Section 5.7 of Part A.</p>
Forgone TC Energy	<p>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.</p>

TERM OR ACRONYM	MEANING
GAAP	Means Canadian generally accepted accounting principles (including International Financial Reporting Standards, Accounting Standards for Private Enterprises, Public Sector Accounting Standards, 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 (Canada)</i> .
Incentive Program	Has the meaning given such term "Incentive Program" in the draft RESA attached as Appendix M.
Indigenous Land	Means land which is First Nation Land or Métis Land.
Indigenous Participation Requirement	Means the requirement that not less than twenty-five percent (25%) of the Economic Interest in respect of the applicable SPV is held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities.
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 ISO rules which are 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.
Legal Description	<p>Means, with respect to each Property forming part of a Site, the legal description of the Property in the following format:</p> <ul style="list-style-type: none"> (a) in the case of Properties in respect of which no plan of subdivision has been registered, Meridian, Range, Township, Section, ¼ Section or Legal Subdivision; (b) in the case of Properties in respect of which a plan of subdivision has been registered: (i) Plan, Block, Lot; and (ii) Meridian, Range, Township, Section, ¼ Section or Legal Subdivision; or (c) in the case of Properties that constitute Indigenous Land, the parcel identification number, any information under (a) or (b) above that can reasonably be provided, and such other information as would generally constitute the legal description of such Properties or that would reasonably be required to allow the AESO to determine the physical location of such Properties.
Longstop Dates	<p>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 M.</p>
Maintenance	<p>Means the stage of Project Delivery which entailed monitoring, maintaining, inspecting and repairing Comparable Facilities.</p>
Managerial Capacity	<p>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.</p>

TERM OR ACRONYM	MEANING
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 as a member of the AESO.
Métis Land	Means land situated within the geographic boundaries of a "settlement area", as such term is defined in the <i>Metis Settlements Act</i> (Alberta).
Métis Settlement	Has the meaning given the term "settlement" under the <i>Metis Settlements Act</i> (Alberta).
Minister	has the meaning given such term in the REA.
Moving Water	Has the meaning given the term "Moving Water" in the draft RESA attached as Appendix M.
MW	Means megawatt.
MWh	Means megawatt hour.
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.

TERM OR ACRONYM	MEANING
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, 2017, (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 or with any team participating in REP Round 3 (<u>except</u> in the case where all members of the Respondent Team and the team participating in REP Round 3 are the same); (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 or with any member of a team participating in REP Round 3 (<u>except</u> in the case where all members of the Respondent Team and the team participating in REP Round 3 are the same) 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.
Part A	Means Part A of this RFQ.
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.

TERM OR ACRONYM	MEANING
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 – 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 300 MW.
Project Delivery	Means, as regards Comparable Facilities, all the stages of Development, Financing, Construction, and 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.
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 for REP Round 2, 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 D.
Qualification Submission Deadline	Means 3:00 p.m. Mountain Daylight Time on June 21, 2018, as such time may be amended by Addendum.

TERM OR ACRONYM	MEANING
Qualifying Indigenous Community	Means a First Nation located in the Province of Alberta, a Métis Settlement, the Métis Nation of Alberta, or the Aseniwuche Winewak Nation.
Qualifying Indigenous Entity	Means: (i) a corporation, partnership, association, company, or other legal entity which is wholly-owned, directly or indirectly, legally or beneficially, by one or more Qualifying Indigenous Communities; or (ii) a trust in respect of which all beneficial interests are wholly-owned or held by one or more Qualifying Indigenous Communities.
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.
Renewable 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</i> (Alberta).
Renewable Electricity Program	Means any "renewable electricity program" established by the AESO and approved by the Minister pursuant to the REA.

TERM OR ACRONYM	MEANING
Renewable Electricity Support Agreement and RESA	Means the Renewable Electricity Support Agreement in the form set out in Appendix M to this RFQ.
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 Renewable 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; <u>provided</u> that for purposes of the definition of "Comparable Facility" such generating facility is not required to be connected to the AIES.
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, as further described in Section 3 of Part B.
REP Bonfirehub Site	Means the electronic information sharing site maintained by the AESO for purposes of this Competition.
REP Round 1	Has the meaning given such term in Section 1.2 of Part A.
REP Round 2	Means this second competition being carried out by the AESO pursuant to the REA to promote the development of up to 300 MW of Renewables Projects and, where the context allows, also means "Competition".
REP Round 3	Has the meaning given such term in Section 1.2 of Part A.
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 Expressions of Interest and REOI	Means the Request for Expressions of Interest in respect of REP Round 2 issued by the AESO on March 29, 2018.
Request for Proposals or RFP	Means the request for proposals in respect of REP Round 2 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.

TERM OR ACRONYM	MEANING
Request for Qualifications or RFQ	Means this request for qualifications in respect of REP Round 2, as amended by Addenda that may be issued from time to time in connection with this RFQ.
Respondent	Means 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.
Respondent Team	Means the Respondent and the Respondent's Designated Equity Providers, Equity Support Persons and Project Team Leads as well as any other Persons 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 Account	Has the meaning given such term in Section 5.1 of Part A.
Respondent's Representative	Means the Individual who is identified 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>
RFP Connection Assessment	Has the meaning given such term in Section 2.3 of Part A.
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.

TERM OR ACRONYM	MEANING
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	<p>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.</p>
Settlement Council	<p>Means a "settlement council" as such term is defined in the <i>Metis Settlements Act</i> (Alberta).</p>
Site	<p>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 completed Prescribed Form – Renewables Project Profile for such Renewables Project.</p>
Site Control	<p>Has the meaning given to that term in Section 3.3 of Part B.</p>
SPV	<p>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.</p>
Stakeholder Relations Narrative	<p>Has the meaning given such term in Section 3.5 of Part B.</p>
Stakeholder Relations Requirement	<p>Has the meaning given such term in Section 3.5 of Part B.</p>
Strike Price	<p>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.</p>

TERM OR ACRONYM	MEANING
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 Project 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 M.

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 should exclude amounts already netted against the deduction of goodwill, intangible assets and defined benefit pension assets.
Target COD	Means June 30, 2021.
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 Renewables 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) references in this RFQ to "comply" and "compliance", and references to "must" and "should" when used in connection with a submission requirement, shall be interpreted as set forth in Section 4.2 of Part A;
- (d) 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;
- (e) each Appendix, and table, contained in or attached to this RFQ is an integral part of this RFQ;
- (f) all monetary amounts referred to in this RFQ are to the lawful currency of Canada;
- (g) a reference in this RFQ to Mountain Time includes a reference to Mountain Daylight Time if then applicable;
- (h) a reference in this RFQ to a statute whether or not that statute has been defined, means a statute of Alberta unless otherwise stated;
- (i) 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;
- (j) 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;
- (k) 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;
- (l) 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;

- (m) 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;
- (n) 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
- (o) 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX B
RESPONDENT AGREEMENT

THIS RESPONDENT AGREEMENT made as of _____, 2018 (the "**Agreement**").

BETWEEN:

ALBERTA ELECTRIC SYSTEM OPERATOR ("AESO")

- and -

[Insert Respondent Name] ("**Respondent**")

RECITALS:

- A. The AESO has implemented REP Round 2 to procure Renewable Attributes from Renewables Projects pursuant to a Request for Qualification issued by the AESO on April 27, 2018 (the "**RFQ**").
- B. The Respondent has provided a Qualification Submission in REP Round 2.

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.

2 DUE AUTHORIZATION AND AGREEMENT TO RFQ TERMS

- 2.1 The Respondent represents and warrants that it is duly authorized by each of the Respondent Team Members to bind each to this Agreement.

- 2.2 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.

3 SUBMISSION FEE

- 3.1 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 (plus GST) to the AESO, and in any event that it will deliver the Submission Fee (plus GST) to the AESO prior to the Submission Fee Deadline.
- 3.2 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.

4 GENERAL

- 4.1 The Respondent hereby designates [insert name of Individual] as its Respondent's Representative and confirms that such 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.
- 4.2 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.
- 4.3 This Agreement will enure to the benefit of and be binding upon the AESO and the Respondent and their respective successors and permitted assigns.
- 4.4 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.
- 4.5 This Agreement may only be amended by instrument in writing signed by both parties.
- 4.6 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.
- 4.7 Time is of the essence of this Agreement.
- 4.8 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.

4.9 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.

4.10 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX C
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 2 – [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.; 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 2 (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 2.

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 2
REQUEST FOR QUALIFICATIONS
APPENDIX D

QUALIFICATION SUBMISSION CERTIFICATION

[Respondent's Letterhead]

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

RE: AESO REP Round 2
Request for Qualifications issued April 27, 2018 ("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 certification on behalf of, 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 or any team participating in REP Round 3 (except in the case where all members of the Respondent Team and the team participating in REP Round 3 are the same);
- 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 herein 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 herein have the meanings given to them in the RFQ.

THIS CERTIFICATE dated as of the _____ day of _____, 2018.

NAME OF RESPONDENT

Signature of Respondent's Representative

Name of Respondent's Representative

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX E

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 (plus GST):
---	---

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 has not yet been formed.

2 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.

3 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.

4 The SPV is a special or statutory corporation or other entity created under special legislation and such legislation is:

<Insert name of legislation>

5 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.

6 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.

- 7 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.

- 8 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.

- 9 Evidence of the name of the SPV, if formed.

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 identified in this Prescribed Form – Respondent Information (if any) in respect of such Renewables Project, or otherwise an SPV will be Counterparty to such RESA.

Section 4

The Respondent should provide a table, in the form below, in respect of all of Respondent's Comparable Facilities identified and referred to in all Renewables Project Proposals. Such table should identify the stages of Project Delivery experience that each Comparable Facility is intended to evidence (and should identify not less than two (2) Comparable Facilities for each such stage).

Comparable Facilities Table

Comparable Facility Number	1	2	3	4	5	6	7	8
Facility Name								
Facility Location								
Technology; Renewable Fuel(s)								

Contract Capacity¹								
Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation and Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Relevant Respondent Team Member:								

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

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX F

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 should 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX G

PRESCRIBED FORM – PRIORITY FOR EVALUATION

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

Instructions applicable to Prescribed Form - 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 - 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				
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

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX H

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 – 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 Renewables Project:	<u>[insert name of Renewables 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 Renewables Project in MW]</u>
Capacity Factor of Renewables Project	<u>[insert Capacity Factor]</u>

STATUTORY DECLARATION IN THE MATTER OF the AESO and [insert name of Renewables Project] Renewables Project Proposal included in the Qualification Submission of [insert 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 Respondent is submitting the Renewables Project named above in the REP Round 2 Competition.
- 3 The Renewables Project named above is a single facility and will be separately metered.
- 4 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.
- 5 The Renewables Project named above will be located in the Province of Alberta and will be developed and operated in compliance with all Laws.
- 6 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.
- 7 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 Renewable Attributes produced from (or to be produced from), such Renewables Project.
- 8 The Renewables Project named above is expected by the Respondent to attain Commercial Operation on or before the Target COD.

- 9 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.
- 10 None of the assets forming part of the Renewables Project (excluding collection system assets) will be sited in road allowances.
- 11 The Renewables Project named above will use only the Renewable Fuels stated above as the sole fuels to generate Electricity. **[Note: Delete this provision if the Renewables Project will utilize Sustainable Biomass to generate Electricity.]**
- 12 The Renewables Project named above has a design life equal to or greater than the term of the RESA.
- 13 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.
- 14 **[Note: Include this provision if applicable.]** Connection of the Renewables Project named above to the Distribution System of [insert name of Distribution Entity] has been confirmed by [insert name of Distribution Entity] as currently feasible.
- 15 The Respondent has only engaged in communications in relation to the RFQ for Permitted Purposes.
- 16 The Respondent has not engaged in any communications in relation to the RFQ for Excluded Purposes.
- 17 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).
- 18 There is no Common Ownership as between [insert name of Respondent] and its Control Group Members and any other Respondent and its Control Group Members.
- 19 Each Respondent Team Member is, in respect of the Renewables Project named above, in compliance with terms and conditions of any Government of Alberta funding as it relates to its participation in REP Round 2, if applicable.
- 20 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 _____, 2018
Signature of Declarant	Name of Commissioner of Oaths/Notary Public <u>[insert name of Commissioner of Oaths/Notary Public]</u>
[Note: 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX I

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".
- Exhibit 1 and 2 are to be attached as two separate documents.

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 Evaluation ⁴ for 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 a Site diagram showing location of generating units, transformers, converters, airports, wetlands, residences, roads and highways, First Nation Land, Métis Land, Legal Descriptions, existing Transmission System (or Distribution System if connection to it), etc. as situated on the Properties described in Exhibit A to the Solicitors Confirmation Opinion provided in the form of Appendix J. The Site diagram should include the Connection Point location to the existing AIES. The Site diagram should clearly show the boundary of Site Control and the boundary of each Property constituting the Site diagram should clearly identify those Properties which are Common Interest Lands and those Properties which are Substation Lands and clearly distinguish each from the remaining Properties constituting the Site.) If proposing multiple phases or adjacent projects provide an overall diagram showing all phases. The Site diagram should indicate the Site size in hectares (or acres).		
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 Entity or Distribution Entity, as applicable		
(d)	Electric single-line diagram and, if applicable, and station	(Attach as Exhibit 2 to this Prescribed Form, including the entirety of the connection facilities up to and 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX J

**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.
- The site diagram attached as Exhibit B to this Prescribed Form must be identical to the site diagram attached as Exhibit 1 to the Prescribed Form – Renewables Project Profile.

For Letterhead of Solicitor

[insert date]

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

Dear Sir/Madam:

Re: AESO REP Round 2 – Renewables Project Proposal Described Below (the "Renewables Project")

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

Renewables Project:	[insert name of Renewables Project]
Respondent Team Member(s) holding interests in the Site	[insert name of Respondent Team Member(s) which hold interests in the Site]
Renewable Fuel(s) of the Renewables Project:	[insert Renewable Fuel(s) type]
Legal Description and municipal address (if available) of all Properties collectively constituting the Site (the " Project Properties ")	[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 2 Request for Qualifications issued by the AESO on April [●], 2018.

EXAMINATIONS

For purposes of this letter, the term "**Documents**" means, collectively:

- 1 all of the following instruments in respect of the Project Properties in which the Respondent, a Respondent Team Member, or the applicable SPV is named owner, or to which the Respondent, a Respondent Team Member, or the applicable SPV, is party (the "**Part 1 Documents**"):
 - (a) any fee simple title or any option or other agreement to acquire fee simple title;
 - (b) in the case of Project Properties which are not Indigenous Land, any lease or any option or other agreement to acquire a lease;
 - (c) in the case of Project Properties which are Common Interest Lands, any lease or sublease or any option or other agreement to acquire a lease or sublease;
 - (d) in the case of Project Properties which are Substation Lands, any fee simple title, any option or other agreement to acquire fee simple title, any lease or sublease, or any option or other agreement to acquire a lease or sublease, either exclusively in favour of the Respondent, Respondent Team Member, or applicable SPV, or in favour of any such party jointly with others;
 - (e) in the case of any Project Properties which are First Nation Land, either:
 - (i) a lease from her Majesty the Queen in Right of Canada, or a sublease thereof, or an option or other agreement to acquire such a lease or sublease; or

- (ii) the Site diagram referred to in Section 3(b) of the applicable Prescribed Form – Renewables Project Profile (the "**First Nation Site Diagram**"); and
 - (f) in the case of any Project Properties which are Métis Land, either:
 - (i) a lease from the applicable Settlement Council, or a sublease thereof, or an option or other agreement to acquire such a lease or sublease; or
 - (ii) the Site diagram referred to in Section 3(b) of the applicable Prescribed Form – Renewables Project Profile (the "**Métis Site Diagram**"); and
- 2 all of the following instruments in respect of the Project Properties:
- (a) in the case of any Project Properties which are First Nation Land:
 - (i) a reserve general abstract report, a parcel abstract report, and/or plans of survey registered in the Canada Lands Survey Records; and
 - (ii) if there is a lease, sub-lease, option or other agreement of the type referenced in section 1(e)(i) above, a First Nation Land Designation; and
 - (b) in the case of any Project Properties which are Métis Land, fee simple title.

For the purposes of this opinion, we have examined a fully executed copy of each of the Documents, if applicable, 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, reserve general abstract reports and/or parcel abstract reports in respect of the Project Properties dated not more than 30 days prior to the date of this opinion and copies of the encumbrances registered against title to such Project Properties as of the date of our title search, in our opinion:

- (a) A Part 1 Document exists in respect of each of the Project Properties identified in Exhibit A to this opinion.
- (b) All of the Properties identified as constituting the Site on the site diagram attached as Exhibit B to this opinion are also identified in the list of Properties constituting the Site in Exhibit A to this opinion. All of the Properties identified in the list of Properties constituting the Site in Exhibit A to this opinion are also identified as constituting part of the Site on the site diagram attached as Exhibit B to this opinion;
- (c) The Part 1 Documents (other than any: (i) fee simple title where the Respondent, a Respondent Team Member or the applicable SPV is registered as owner of the subject Properties, or (ii) First Nation Site Diagram or Métis Site Diagram) 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, a Respondent Team Member is registered as owner of the subject Project 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 Project Properties by such Respondent or a Respondent Team Member to the SPV if not already held by the SPV.

- (d) The provisions of the Part 1 Documents (other than any First Nation Site Diagram or Métis Site Diagram) give the SPV, if the SPV is the party thereto, or give the Respondent or Respondent Team Member, as applicable, if a party thereto and would give the SPV upon the transfer or assignment of the Part 1 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 (or applicable part thereof) on the Project Properties (other than any Project Properties which are the subject of a First Nation Site Diagram or a Métis Site Diagram), for a period of not less than the term of the RESA.
- (e) In the case of any First Nation Site Diagram or Métis Site Diagram, such Document identifies the Project Properties which are First Nation Land or Métis Land, as the case may be.
- (f) Each of the Project Properties identified in Exhibit A to this opinion as constituting First Nation Land is land within the geographic boundaries of a "reserve", within the meaning of the *Indian Act* (Canada), and if there is a lease, sub-lease, option or other agreement of the type referenced in section 1(e)(i) of the Examinations section above in respect of any of such Project Properties, such Project Properties have been designated by the applicable First Nation under Section 38(2) of the *Indian Act* (Canada) in a manner which permits such lease, sub-lease or other agreement.
- (g) Each of the Project Properties identified in Exhibit A to this opinion as constituting Métis Land is land within the geographic boundaries of a "settlement area", within the meaning of the *Metis Settlements Act* (Alberta).

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;
- (e) The completeness, truth and accuracy and currency of any First Nation Land Designation contained in the Documents;

- (f) 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; and.
- (g) the completeness, truth and accuracy of the site diagram attached as Exhibit B to this opinion.

DISCLAIMER

For clarity, for purposes of this opinion the Renewables Project does not include collection system assets, the Site and the Project 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 Project Properties relative to those contained in the Documents. We express no opinion with respect to title to any of the Project 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

[insert Name of Firm]

Exhibit A

LIST OF ALL PROPERTIES CONSTITUTING THE SITE

Property	Legal Description:	Municipal address (if available):	Property Size (hectares or acres)	Property constitutes First Nation Land or Métis Land (indicate which, if applicable)
1				
2				
3				
...				

Exhibit B
SITE DIAGRAM

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX K

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 and identified in the table.
- 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

Submission Information		
(a)	Respondent Name:	
(b)	Renewables Project Proposal:	Name of Renewables Project to which this Prescribed Form – Comparable Facility Experience relates): Name of Renewables Project

Comparable Facility Number:	<u>[Insert the Comparable Facility number which corresponds to the number stated in Prescribed Form – Respondent Information]</u>	
Project Delivery experience claimed with this Comparable Facility (Select all that apply):	<input type="checkbox"/> Development <input type="checkbox"/> Construction <input type="checkbox"/> Operation & Maintenance <input type="checkbox"/> Financing	
1. General Information		
(a)	Respondent Team Member(s) involved	(Include all Respondent Team Members whose experience in Project Delivery for this Comparable Facility is included) <u>[Insert Names(s) of Respondent Team Member(s) involved or Names of Affiliates of Relevant Entity]</u>
(b)	Brief Description of Relevant Entity's Primary Business	
(c)	Project Delivery experience claimed	(Select all that apply) <input type="checkbox"/> Development <input type="checkbox"/> Construction <input type="checkbox"/> Operation & Maintenance <input type="checkbox"/> Financing
2. 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: <u>[insert date]</u> Commercial operation date: <u>[insert date]</u>
(f)	Connection details	Connection type: <u>[select: transmission-connected or distribution connected]</u> Connecting authority name: <u>[insert name of the system operator, transmission owner/operator, local distribution company, etc.]</u>
3. Supplementary information (should not exceed one page)		
(a)	Facility site characteristics	Nature of site access: (e.g. deed/ownership, lease, etcetera) Description of the land type/class: (e.g. private, crown land, etcetera)
(b)	Other facility details	Other relevant details: (e.g. project phases, unique project features)
4. Project Delivery Experience: Development (Section to be completed if Comparable Facility is being used to satisfy <u>Development</u> experience requirements, otherwise mark N/A)		
(a)	Name of Respondent Team Member:	
(b)	Time period during which the Project Delivery experience was attained	Start Date: End Date:
(c)	Roles, duties, and responsibilities of the Respondent Team Member:	
(d)	If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:	

e)	<p>Affiliate experience (if applicable):</p> <p>(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.)</p>
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5. Project Delivery Experience: Construction
 (Section to be completed if Comparable Facility is being used to satisfy Construction experience requirements, otherwise mark N/A)

(a)	Name of Respondent Team Member:	
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(b)	Time period during which the Project Delivery experience was attained	Start Date: End Date:
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(c)	Roles, duties, and responsibilities of the Respondent Team Member:
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(d)	If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:
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(e)	<p>Affiliate experience (if applicable):</p> <p>(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.)</p>
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6. Project Delivery Experience: Operations and Maintenance
 (Section to be completed if Comparable Facility is being used to satisfy Operations and Maintenance experience requirements, otherwise mark N/A)

(a)	Name of Respondent	
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	Team Member:	
(b)	Time period during which the Project Delivery experience was attained	Start Date: End Date:
(c)	Roles, duties, and responsibilities of the Respondent Team Member:	
(d)	If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:	
(e)	<p>Affiliate experience (if applicable):</p> <p>(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.)</p>	
<p>7. Project Delivery Experience: Finance</p> <p>(Section to be completed if Comparable Facility is being used to satisfy <u>Finance</u> experience requirements, otherwise mark N/A)</p>		
(a)	Name of Respondent Team Member:	
(b)	Time period during which the Project Delivery experience was attained	Start Date: End Date:
(c)	Roles, duties, and responsibilities of the Respondent Team Member:	
(d)	If the Respondent Team Member is an Individual, the nature of employment during which the Project Delivery experience was attained:	

(e)	<p>Affiliate experience (if applicable):</p> <p>(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.)</p>

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX L

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)	Renewable Fuel			
(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 required for pro-rata share of Contract Capacity (based on \$200,000/MW of pro-rata share of Contract Capacity)	\$ [●]	\$ [●]	\$ [●]
(f)	TNW in most recent interim fiscal period (if applicable)	Period: [●] \$ [●]	Period: [●] \$ [●]	Period: [●] \$ [●]

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

In the table below, provide the estimated financing amount from each source and the expected timing (i.e. Development, Construction, or Operation phase) of the capital raise.

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

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX M
FORM OF DRAFT RESA

AESO REP ROUND 2
REQUEST FOR QUALIFICATIONS
APPENDIX N
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, including indigenous communities
 - (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 financing requirements and suitable arrangements
 - (ii) Engaging equity sponsors, lenders, shareholders, and other investors, as applicable
 - (iii) Preparing a prospectus for financing the project, as applicable
 - (iv) Arranging/managing financing competitions, as applicable
 - (v) Arranging and negotiating key terms of financing 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX O

PRESCRIBED FORM - COMMITMENT LETTER

All capitalized terms used in this Appendix O 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 2
REQUEST FOR QUALIFICATIONS

APPENDIX O

COMMITMENT LETTER

[Letterhead of Designated Equity Provider]

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

RE: AESO REP-Round 2 – [insert name of Respondent] – [insert name of Designated Equity Provider] – [insert name of Renewables Project] - Commitment Letter

Capitalized terms not defined in this letter have the meanings ascribed to them in the RFQ issued April 27, 2018 by Alberta Electric System Operator relating to its REP Round 2 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 [insert 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 **[Note: add the following language, edited as applicable, if the signatory is not the Chief Financial Officer or other officer responsible for financial statements: and confirm to the AESO that the [Chief Financial Officer of the Designated Equity Provider / officer of the Designated Equity Provider which is responsible for the financial statements] 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 2
REQUEST FOR QUALIFICATIONS
APPENDIX P

PRESCRIBED FORM - QUALIFICATION SUBMISSION WITHDRAWAL

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

Respondent Name: _____

I wish to withdraw the Qualification Submission:

[Insert description of the Qualification Submission being withdrawn.]

The Respondent acknowledges and agrees that by submitting this 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. Since the Respondent is withdrawing its Qualification Submission after the Qualification Submission Deadline, the Respondent acknowledges that its Submission Fee will not be refunded, unless the AESO cancels the Competition prior to evaluating Qualification Submissions of any Respondents.

Name of Respondent's Representative

Signature of Respondent's Representative
