

February 8, 2012

Submitted Via DDS

Alberta Utilities Commission
Fifth Avenue Place, 4th Floor
425 – 1st Street SW
Calgary, Alberta T2P 3L8

Attention: Mr. Jay Halls
Application Officer

**Re: AltaLink Management Ltd. (AltaLink)
2011-13 General Tariff Application
Application No. 1606895, Proceeding No. 1021
Competitive Procurement Process (CPP)**

Dear Mr. Halls:

AltaLink would like to inform the Commission regarding progress associated with its Competitive Procurement Process (CPP), as AltaLink has committed.

The RFP notice was sent to Proponents selected through the RFQ on September 1st 2011. Proponents submitted RFP submissions on November 4th, 2011 and evaluations are currently underway. The RFP notice has been posted on our website at www.altalink.ca. Commercially sensitive schedules from the RFP have not been posted. AltaLink has attached the posted RFP documents for the Commission's information.

If you have any questions please contact the undersigned at 403-267-3450.

Yours Truly,

Original signed by

Zora Lazic
Senior Vice President, Regulatory & Client Services
Attachments

ALTALINK, L.P.

**RELATIONSHIP AGREEMENT
REQUEST FOR PROPOSALS (RFP)**

September 1, 2011

TABLE OF CONTENTS

	Page
Article 1 Interpretation.....	1
1.1 Rules of Interpretation; Definitions	1
1.2 Exercise of Discretion.....	1
Article 2 Introduction.....	1
2.1 Background.....	1
2.2 Purpose of this RFP	1
2.3 Commitment	2
2.4 Affiliate Contracts; Fairness Advisor	2
Article 3 Scope of Work	2
3.1 Scope.....	2
Article 4 Competitive Procurement Process	3
4.1 Overview.....	3
4.2 RFQ Stage.....	3
4.3 RFP Stage.....	3
4.4 Negotiation Stage.....	4
4.5 Contract Execution.....	4
4.6 Timeline	4
Article 5 RFP Process	4
5.1 Review of RFP Materials	4
5.2 RFP Process	5
5.3 AltaLink Meetings	5
5.4 Operational Component	6
5.5 Commercial Component	7
5.6 Instructions for Written Submissions.....	8
Article 6 Communications	9
6.1 Form of Communications	9
6.2 Delivery and Receipt of Communications, Addenda and other Documents.....	9
6.3 Addenda	10
Article 7 Evaluation	10
7.1 RFP Evaluation Criteria	10
7.2 Additional Information	10
7.3 Review Following Selection of Potential Proponents.....	10
Article 8 RFP Terms and Conditions.....	11
8.1 No Obligation to Proceed.....	11
8.2 Cost of Preparation	11
8.3 Confidentiality and Ownership of Proposals	11
8.4 Reservation of Rights.....	11
8.5 Disclosure and Transparency	12
8.6 No Collusion	12
8.7 No Lobbying	12
8.8 No Representation for Accuracy of Information	12

RELATIONSHIP AGREEMENT
REQUEST FOR PROPOSALS (RFP)

ARTICLE 1
INTERPRETATION

1.1 Rules of Interpretation; Definitions

The rules of interpretation set forth in section 1 of Annex 1.1 apply to this Request for Proposals (this "**RFP**"). Terms and expressions ascribed a meaning in section 2 of Annex 1.1 to this RFP or adopted by reference to an enactment, regulation or provision of an agreement therein shall have those meanings when used in this RFP.

1.2 Exercise of Discretion

In this RFP, whenever AltaLink is entitled to act in its discretion, AltaLink shall act reasonably and not arbitrarily in exercising such discretion, except where AltaLink is entitled to act in its "**sole**" or "**arbitrary**" or "**unfettered**" discretion (or a combination of those), in which case such discretion may be exercised unreasonably or arbitrarily.

ARTICLE 2
INTRODUCTION

2.1 Background

AltaLink, L.P. ("**AltaLink**") is Canada's only fully independent transmission company, and is responsible for the maintenance and operation of approximately 11,800 kilometres of transmission lines and 270 substations in Alberta. AltaLink owns more than half of Alberta's transmission grid and serve 85 per cent of its population. Additionally, AltaLink owns the Alberta portion of the interconnection to British Columbia used to import and export electricity, connecting Alberta to the power grid in the Pacific Northwest.

AltaLink provides the vital transmission link between Alberta's deregulated power generators and regulated distribution companies that bring electricity to homes, businesses and communities throughout Alberta. AltaLink's transmission lines range from 69,000 to 500,000 volts.

AltaLink is regulated by the Alberta Utilities Commission ("**AUC**") and is subject to regulations and rulings established by the AUC. Additionally, AltaLink receives direction from the Alberta Electric System Operator ("**AESO**") for facilities development. AESO contracts with Transmission Facility Operators to acquire transmission services.

2.2 Purpose of this RFP

Presently, AltaLink is party to a long-term, exclusive agreement (the "**Existing Agreement**") to provide certain engineering, procurement and construction services, or engineering, procurement and construction management services, to AltaLink. The Existing Agreement expires by its terms on April 30, 2012, and AltaLink has committed to the AUC that it will conduct a competitive procurement process (the "**CPP**") to select a party or parties with whom AltaLink will enter into an arrangement to provide Requested Services on a preferred basis following the expiration of the Existing Agreement. AltaLink issued a Request for Qualifications (the "**RFQ**") on May 18, 2011 to interested

parties. AltaLink received and evaluated submissions received pursuant to the RFQ and has selected Potential Proponents to whom this RFP is being sent.

This RFP is not a tender, a solicitation for bid or an offer capable of acceptance by a Potential Proponent. AltaLink reserves the right to evaluate each Proposal and to determine, in its sole and unfettered discretion, which, if any, Potential Proponents will continue to the Negotiation Stage, and the number of Potential Proponents continuing to the Negotiation Stage may be zero.

2.3 Commitment

Each Potential Proponent, as a part of its submission under the RFQ, executed and delivered to AltaLink a Declaration of Commitment. Relying on these Declarations of Commitment, AltaLink expects each Potential Proponent to participate in the RFP process as set forth in Article 5. The RFP Process is discussed in further detail in Article 5. Consistent with the approach taken in the evaluation of RFQ submissions, Potential Proponents who are endeavours of multiple parties will be expected to participate in the RFP Process, and the Evaluation Criteria will be applied to such Potential Proponents on a joint basis, rather than on an individual basis.

2.4 Affiliate Contracts; Fairness Advisor

The counterparty to the Existing Agreement is an Affiliate of AltaLink, and also is a Potential Proponent receiving this RFP. In order to help ensure the integrity of the CPP and that all Potential Proponents are treated fairly throughout the CPP, AltaLink has appointed an independent Fairness Advisor with responsibility to review the RFP document, the evaluation process undertaken pursuant to this RFP, and to review AltaLink's process for the selection of Potential Proponents to advance to the Negotiation Stage. The Fairness Advisor has provided to AltaLink a written report with respect to the RFQ and the process used to select Potential Proponents during the RFQ Stage, and will provide a further written report at the end of the RFP Stage summarizing its findings with respect to the RFP Stage. The Fairness Advisor will be provided with full access to all documents and information related to the evaluation process undertaken and other activities associated with this RFP, as may be needed by the Fairness Advisor.

ARTICLE 3 SCOPE OF WORK

3.1 Scope

The scope of work for which this RFP is issued is described and the roster of potential work projects requiring the Requested Services is set forth in Schedule 3.1. AltaLink has divided the roster of potential work projects by geographic location where known, being located in either northern Alberta ("**Northern Projects**") or southern Alberta ("**Southern Projects**"), as indicated in Schedule 3.1. This RFP is in respect of Northern Projects and Southern Projects; however, AltaLink, in its sole discretion, may proceed to the Negotiation Stage with one or more Potential Proponents in respect of Northern Projects and a different Potential Proponent or Potential Proponents in respect of Southern Projects.

ARTICLE 4
COMPETITIVE PROCUREMENT PROCESS

4.1 Overview

As mentioned above, AltaLink has committed to conduct the CPP to select a Person or Persons with whom to enter into a Relationship Agreement. The CPP, as presently contemplated by AltaLink, will consist of four (4) stages:

- (a) RFQ Stage;
- (b) RFP Stage;
- (c) Negotiation Stage; and
- (d) Contract Execution.

4.2 RFQ Stage

During the RFQ Stage, AltaLink:

- (a) prepared and issued the RFQ and established the RFQ evaluation criteria;
- (b) invited Recipients to present submissions in respect to the RFQ;
- (c) evaluated the RFQ submissions in accordance with the RFQ evaluation criteria; and
- (d) selected Potential Proponents to continue to the RFP Stage.

4.3 RFP Stage

AltaLink has selected three (3) Potential Proponents to participate in the RFP Stage. During the RFP Stage, AltaLink:

- (a) prepared the RFP and developed the RFP Evaluation Criteria;
- (b) issued the RFP to Potential Proponents;
- (c) invited Potential Proponents to participate in the RFP Process;
- (d) will evaluate the Potential Proponents based on the RFP Evaluation Criteria; and
- (e) in AltaLink's sole and unfettered discretion, will select Preferred Proponents to continue to the Negotiation Stage.

The RFP Stage includes in-person meetings between each Potential Proponent and AltaLink, as further described in Article 5.

AltaLink may, in its discretion, end the CPP before commencing the Negotiation Stage.

4.4 Negotiation Stage

If AltaLink selects one or more Preferred Proponents from the RFP Stage, AltaLink and the Preferred Proponent(s) will enter into negotiations with a view to finalizing a Relationship Agreement. AltaLink may engage in simultaneous negotiations with multiple Preferred Proponents. AltaLink will reserve the right during the Negotiation Stage to, at any time, in its sole and unfettered discretion, end negotiations with a Preferred Proponent and, in its sole and unfettered discretion, enter into negotiations with another Potential Proponent, or end the CPP and not proceed to Contract Execution.

4.5 Contract Execution

If AltaLink and a Preferred Proponent or Preferred Proponents (or, in the alternative, Potential Proponents) agree on the terms of a Relationship Agreement, AltaLink will execute a Relationship Agreement with each such Person.

4.6 Timeline

AltaLink's proposed timeline (which AltaLink may change at its sole discretion) to complete the CPP is outlined in the following table:

Activity	Proposed Timeline
Commencement of RFQ Stage	Completed
Completion of RFQ Stage and Commencement of RFP Stage	Completed
Completion of RFP Stage and Commencement of Negotiation Stage	Q4 2011
Completion of Negotiation Stage and Contract Execution	Q1/ Q2 2012
Commencement of activities under executed Relationship Agreement	May 1, 2012

ARTICLE 5 RFP PROCESS

5.1 Review of RFP Materials

Each Potential Proponent must carefully review the contents of the RFP package it receives. A Potential Proponent must promptly inform AltaLink if it believes that the RFP package it has received is incomplete. AltaLink may not extend any of the timelines set forth in this Article 5 for a Potential Proponent on account of receiving an incomplete RFP package if the Potential Proponent does not provide AltaLink with prompt notice of the issue.

5.2 RFP Process

The RFP Process consists of the following elements:

- (a) AltaLink Meetings;
- (b) Operational Component, including:
 - (i) Proxy Project Presentation;
 - (ii) Site Visits;
 - (iii) Interviews; and
 - (iv) Written Deliverables.
- (c) Commercial Component, including:
 - (i) Relationship Agreement;
 - (ii) Pricing/ Risk and Reward Mechanisms;
 - (iii) Rates; and
 - (iv) Proxy Project Pricing.

Each element of the RFP Process is discussed in more detail below.

5.3 AltaLink Meetings

AltaLink will be meeting with each Potential Proponent individually between **September 14-16, 2011** (the "**AltaLink Meetings**"). The purpose of the AltaLink Meetings is to allow each Potential Proponent to meet the key individuals within AltaLink who will have responsibility for the CPP and the Relationship Agreement, and for AltaLink to provide information to each Potential Proponent about AltaLink and its business. The AltaLink Meetings are not evaluated, but are mandatory for each Potential Proponent. **Any questions from a Potential Proponent raised during the AltaLink Meetings that relate to this RFP, the Proxy Project or the CPP will be treated as a Communication and all Potential Proponent questions and AltaLink responses (even if the response is "no response") will be documented and circulated to all Potential Proponents.**

All AltaLink Meetings will be held at AltaLink's head office in Calgary, Alberta, at 2611 3rd Avenue, S.E., Calgary, AB, T2A 7W7. Each Potential Proponent is expected to make arrangements for its key technical and commercial personnel who would ultimately be responsible for delivering the projects under the Relationship Agreement to attend the AltaLink Meetings. AltaLink may, in its sole discretion, change the time at which an AltaLink Meeting occurs for a Potential Proponent to accommodate travel, schedule or other issue relating to the availability of key AltaLink or Potential Proponent individuals. AltaLink will contact each Potential Proponent to schedule the AltaLink Meeting with that Potential Proponent. The date and time of a Potential Proponent's AltaLink Meeting will not be disclosed to the other Potential Proponents.

5.4 Operational Component

(a) Presentations

Schedule 5.4(a) contains a description of a hypothetical transmission project (including lines and station components) (the "**Proxy Project**"). Each Potential Proponent is required to prepare an oral presentation (the "**Presentation**") based on the Proxy Project which demonstrates how the Potential Proponent would execute the Proxy Project with respect to engineering, procurement and construction management. Included in Schedule 5.4(a) is a list of deliverables (the "**Deliverables**") that must be addressed during the Presentation.

The Potential Proponent is not to include rates or prices for any element of the Proxy Project as part of the Presentation, but must include pricing strategies and pricing methods for the Proxy Project.

Each Potential Proponent will have four (4) hours to make its Presentation, which, for clarity, includes time for questions from AltaLink. A Potential Proponent may use as much or as little of its allotted time as it deems necessary to make its Presentation.

The Presentations will be made between **October 17-19, 2011**. All Presentations will be made at the offices of Burnet, Duckworth & Palmer LLP, located at 2400, 525 – 8th Avenue SW, Calgary, AB T2P 1G1. Each Potential Proponent is expected to make arrangements for its key technical and commercial personnel who would ultimately be responsible for delivering the projects under the Relationship Agreement to attend the Presentation. AltaLink may, in its sole discretion, change the date or time of a Presentation to accommodate travel, schedule or other issue relating to the availability of key individuals. AltaLink will contact each Potential Proponent to schedule the Presentation with that Potential Proponent. The date and time of a Potential Proponent's Presentation will not be disclosed to the other Potential Proponents. Each Potential Proponent must inform AltaLink no later than 4:00 p.m., October 12, 2011 of any specific audio, visual or other technical requirements it has to deliver its Presentation. AltaLink will use reasonable efforts to accommodate Potential Proponent's technical requirements.

AltaLink will not disclose the content of any Presentation including, for clarity, the content and nature of any discussions, questions, answers or other information, whether provided by or to AltaLink, to any other Potential Proponent provided that if, at any time, the Potential Proponent asks a question of AltaLink that AltaLink feels, in its sole discretion, should be disclosed to the other Potential Proponents, AltaLink will inform the inquiring Potential Proponent and the Potential Proponent may ask the question with knowledge that the question and answer will be disclosed to the other Potential Proponent, or it may withdraw the question.

(b) Site Visits

Each Potential Proponent shall allow AltaLink representatives to visit one (1) project site that is being managed by that Potential Proponent (a "**Site Visit**"). The Site Visit will be conducted at a date and time agreed by the Potential Proponent and AltaLink and ideally will occur after the AltaLink Meetings but before the Presentations. AltaLink will not disclose the location, date or time of any Site Visit to any Potential Proponent other than the Potential Proponent whose site is being visited.

Potential Proponents are expected to select a site that will demonstrate the Potential Proponent's ability to, if it enters into the Relationship Agreement with AltaLink, perform the Requested

Services. In particular, Schedule 5.4(b) sets forth the elements of a project that AltaLink expects each Potential Proponent to demonstrate at the Site Visit.

(c) Interviews

Following each Presentation, AltaLink will conduct interviews with personnel from each Potential Proponent who have responsibility for the areas listed in Schedule 5.4(c). AltaLink expects that the individuals interviewed will be the individuals who will, should the Potential Proponent enter into a Relationship Agreement with AltaLink, represent the Potential Proponent in its dealings with AltaLink.

Each Potential Proponent is expected to make its personnel available for the interviews. All interviews will be conducted on the same day as the Potential Proponent's Presentation. Each Potential Proponent will immediately notify AltaLink if, during the RFP Process, an individual who was interviewed by AltaLink is no longer the person who would be responsible for the Potential Proponent's relationship with AltaLink should that Potential Proponent enter into a Relationship Agreement with AltaLink. The Potential Proponent will put forth an individual to replace the former candidate, and will provide AltaLink with the replacement candidate's resume and, if requested by AltaLink, will make the replacement candidate available for an interview with AltaLink.

(d) Written Deliverables

Each Potential Proponent is required to submit written copies of its Deliverables and written responses to the questions listed on Schedule 5.4(d) (the "**Operational Submission**"). The Operational Submission must be submitted in accordance with Section 5.6. In the event that there is a discrepancy between the information provided by the Potential Proponent in the Presentation and the Operational Submission, the Operational Submission shall be deemed to be correct.

(e) Evaluation of Operational Component

The Operational Component comprises, in the aggregate, fifty (50%) per cent of the total evaluation of each Potential Proponent. The Operational Component will be evaluated in accordance with the criteria set forth on Schedule 5.4(e).

5.5 Commercial Component

(a) Relationship Agreement

AltaLink proposes to enter into the form of Relationship Agreement attached as Schedule 5.5(a). Each Potential Proponent is expected to carefully consider the form of Relationship Agreement attached hereto. All exceptions that the Potential Proponent takes to any of the terms of the form of Relationship Agreement attached hereto must be identified in the table set forth in Schedule 5.5(a). The exceptions identified by the Potential Proponent must include information as to the nature and extent of the exception and the potential effect, if any, on the pricing submitted as part of the Commercial Component or the ability or willingness of the Potential Proponent to perform the Requested Services. The Potential Proponent may, but is not required to, provide alternative suggestions in respect of the exceptions to the Relationship Agreement noted in its Proposal.

The final form of Relationship Agreement will be negotiated and finalized during the Negotiation Stage. By selecting a Potential Proponent to be a Preferred Proponent to advance to the Negotiation Stage, AltaLink is not accepting or rejecting (nor is it deemed to have accepted or rejected) any exceptions or revisions to the Relationship Agreement provided or suggested by a

Potential Proponent. The Relationship Agreement attached as Schedule 5.5(a) hereto is an accurate representation of the terms and conditions that AltaLink prefers to govern the relationship between AltaLink and its service provider however the final version of the Relationship Agreement will reflect the mutual agreement of AltaLink and its service provider achieved from the Negotiation Stage, and may not be the same as the Relationship Agreement attached as Schedule 5.5(a). AltaLink may, in its sole discretion, make such amendments to the form of Relationship Agreement attached as Schedule 5.5(a) as it deems necessary or advisable in order to reach a mutually acceptable agreement with its service provider.

(b) Pricing/ Risk and Reward Mechanisms

Each Potential Proponent is required to provide information respecting the pricing mechanisms it proposes to apply to the Requested Services.

Attached as Schedule 5.5(b) hereto is a sample risk and reward proposal. Potential Proponents are required to provide comments and feedback on the sample risk and reward proposal, including the Potential Proponent's willingness to accept the risk and reward proposal, exceptions that the Potential Proponent takes to the risk and reward proposal, and any suggested alternatives that the Potential Proponent has to the risk and reward proposal.

(c) Rates

Each Potential Proponent is required to submit, using the rate sheet attached as Schedule 5.5(c) hereto, its proposed rates for the services listed on Schedule 5.5(c).

(d) Proxy Project Pricing

Each Potential Proponent is required to submit its proposed target price for the Proxy Project using the template attached as Schedule 5.5(d).

The Potential Proponent's submissions under Sections 5.5(a), (b), (c) and (d) are to be submitted together, and are referred to collectively as the "**Commercial Submission**".

(e) Evaluation of Commercial Component

The Commercial Component comprises, in the aggregate, fifty (50%) per cent of the total evaluation of each Potential Proponent. The Commercial Component will be evaluated in accordance with the criteria set forth in Schedule 5.4(e).

5.6 Instructions for Written Submissions

(a) The Operational Submission and the Commercial Submission (together, the "**Written Submissions**") must be Received before **4:00 pm on November 4, 2011**.

(b) The Operational Submission and the Commercial Submission must each consist of one electronic and one paper copy. Electronic copies must be in ".pdf" format and saved on a cd-rom unless otherwise indicated in this RFP.

The Commercial Submission and the Operational Submission are separate elements of the Potential Proponent's Written Submission and will be evaluated separately. As such, the Commercial Submission must be enclosed in a sealed envelope marked "Relationship Agreement

Commercial Submission", and the Operational Submission must be enclosed in a separate, sealed envelope marked "Relationship Agreement Operational Submission". AltaLink may not consider any Written Submissions that do not separate the Commercial Submission from the Operational Submission.

- (c) All Written Submissions must be delivered by courier or by hand to the following address (the "**Delivery Address**"):

AltaLink L.P.
2611 3rd Avenue, S.E.
Calgary, AB T2A 7W7

Attention: Matt Hamilton

- (d) All Written Submissions and Communications must be written in English.

ARTICLE 6 COMMUNICATIONS

6.1 Form of Communications

All Communications must be submitted in writing using the Information Request Form set out in Schedule 6.1 and delivered by email to the Contact Person.

All substantive Communications must be received by AltaLink prior to 4:00 p.m. on **October 27, 2011** and be clearly marked "**Relationship Agreement Enquiry**". AltaLink is not obligated to respond to any Communications received after this time. All Communications received, and responses given, by AltaLink will be recorded. AltaLink reserves the right to respond to administrative and minor enquires from Potential Proponents at any time, at its sole discretion, and reserves the right, at its sole discretion, not to disclose administrative and minor enquiries to all Potential Proponents.

AltaLink will distribute copies of all Communications via email (without identifying the Potential Proponent initiating the Communication) and all responses thereto to the Potential Proponent's Representative. AltaLink may, in its sole and unfettered discretion, respond or not respond to any Communication, provided that if AltaLink chooses not to respond to a Communication it will distribute a copy of such Communication (without identifying the Potential Proponent initiating the Communication) to all Potential Proponents Representatives with "No Response" listed as the response thereto. AltaLink reserves the right to edit any Communication before it is distributed to all Potential Proponents.

6.2 Delivery and Receipt of Communications, Addenda and other Documents

AltaLink does not assume any risk, responsibility or liability whatsoever, and makes no representation and offers no guarantee or warranty as to the timeliness, completeness, effectiveness, condition upon delivery, or receipt of any, Communication, Proposal, Revision or other documentation, including the RFP and any and all Addenda, from or by any Person, including a Potential Proponent or AltaLink, whether by email, by courier, or by hand.

All documents delivered by courier or hand will be stamped or noted by AltaLink with the date and time of receipt.

6.3 Addenda

AltaLink may, in its sole and unfettered discretion, amend any or all of this RFP at any time and from time to time by the issuance of Addenda. Addenda are the only means of amending this RFP, and no other form of communication whether written or oral, including written responses or enquiries of any request for information as provided by Section 6.1, will be included in or in any way will amend this RFP.

ARTICLE 7 EVALUATION

7.1 RFP Evaluation Criteria

Proposals will be evaluated by AltaLink by application of the RFP Evaluation Criteria.

7.2 Additional Information

As part of the evaluation of a Proposal, AltaLink may, and each Potential Proponent by making a Proposal irrevocably authorizes AltaLink to:

- (a) conduct reference, credit or other checks with any or all of the reference and other sources cited in a Proposal;
- (b) independently verify any information regarding a Potential Proponent, including its directors, and officers, or any member of the Potential Proponent's team;
- (c) conduct any background investigations that it considers necessary or desirable;
- (d) seek clarification, more complete, supplementary, and or additional information from the Potential Proponent;
- (e) rely on, consider, or disregard any relevant information and documentation, including any clarifications, more complete, supplementary and additional information and documentation, as the case may be, contemplated in this Section 7.2 or otherwise obtained from any other sources AltaLink considers appropriate, in its discretion; and
- (f) consider any additional documents and information submitted pursuant to this RFP and advice and input received by AltaLink from external advisors.

AltaLink may disregard any experience, capacity or other information cited in a Proposal that AltaLink cannot verify to be truthful or complete provided that AltaLink is not obligated to independently confirm any experience, capacity or other information cited in a Proposal.

7.3 Review Following Selection of Potential Proponents

After the announcement of the Preferred Proponents, AltaLink will, upon request, meet with any Potential Proponent not selected as a Preferred Proponent to discuss the general strengths and weaknesses of that Potential Proponent's Proposal, but AltaLink will not discuss specific scoring of that Potential Proponent's Proposal or discuss any information of another Potential Proponent.

ARTICLE 8 RFP TERMS AND CONDITIONS

8.1 No Obligation to Proceed

AltaLink reserves the right, in its sole and unfettered discretion, to discontinue or modify this RFP or the CPP at any time, and makes no commitment, implied or otherwise, that this RFP will result in the continuation to the Negotiation Stage or will result in any business transaction or negotiation with one or more Potential Proponents.

8.2 Cost of Preparation

All costs incurred by a Potential Proponent in preparing a Proposal and in providing or obtaining additional information to or from AltaLink, attending meetings and conducting due diligence shall be borne by the Potential Proponent.

8.3 Confidentiality and Ownership of Proposals

All information included in a Proposal becomes the property of AltaLink upon Receipt. AltaLink will maintain each Proposal in accordance with the terms of the Confidentiality Agreement. Potential Proponents should clearly identify all Communications and Proposals as "Confidential". **Each Proposal, even if marked "Confidential", may be subject to discovery and disclosure in regulatory or judicial or administrative proceedings that may or may not be initiated by AltaLink.**

8.4 Reservation of Rights

Without limiting the rights and discretions of AltaLink set out elsewhere in this RFP or otherwise available to AltaLink, AltaLink reserves the right, in its sole and unfettered discretion, to do any one or more of the following:

- (a) modify, postpone, cancel or suspend, temporarily or otherwise, any or all stages of the CPP;
- (b) re-issue this RFP or any other request for qualifications, issue and/or implement any other selection process for or take any other steps or actions to procure the delivery of the same or similar, or any part or parts of the Relationship Agreement, including to enter into negotiations with any entity;
- (c) amend any part or parts of this RFP, including the scope, the dates, the timelines, Delivery Location, Proposal Time, CPP or requirements;
- (d) consider, evaluate, accept, not accept, not consider, not evaluate, disqualify or discontinue evaluation of any Proposal;
- (e) disqualify or otherwise exclude any Potential Proponent or member of Potential Proponent team from any participation, or from any further participation, in the RFP Stage or any other part or stage of the CPP;
- (f) waive any defect, including any alteration, qualification, omission, inaccuracy or misstatement, non-compliance, non-conformity (including in form or content) or irregularity in a Proposal whether material or not, and consider and evaluate, including any additional, more complete and supplementary information or documentation, and accept that Proposal; and

(g) not accept any or all Proposals.

8.5 Disclosure and Transparency

During the RFP Stage, AltaLink expects to make this RFP part of the public record by disclosing this RFP to the AUC.

The disclosure of any information received in connection with, or generated in relation to, the Relationship Agreement or the CPP, including communications with the media and the public by or on behalf of the Potential Proponent, must be coordinated with, and is subject to the prior written approval of AltaLink, which approval may be arbitrarily withheld.

Each Potential Proponent must notify AltaLink of any and all requests for information or interviews received from the media and/or the public.

8.6 No Collusion

By making a Proposal, the Potential Proponent on its own behalf and as the expressly authorized agent of each entity, firm, corporation or individual member of the Potential Proponent, unconditionally represents, warrants and confirms to AltaLink, with the knowledge and express intention that AltaLink will rely on such representation, warranty, and confirmation, that its Proposal has been prepared and submitted in good faith and without collusion or fraud and in fair competition with all other Potential Proponents.

8.7 No Lobbying

No Potential Proponent shall communicate or attempt to communicate directly or indirectly with AltaLink, including any employees, directors, officers or advisors, including the Fairness Advisor, during any part of the RFP Stage, including during any part of the evaluation process, or during the CPP, with respect to any matters relating to the RFP or the CPP, except as expressly set forth in this RFP.

8.8 No Representation for Accuracy of Information

Neither AltaLink nor any of its respective officials, representatives, agents, consultants, employees or advisors makes any representation or warranty, or have any liability or responsibility with respect to, the accuracy, reliability, sufficiency, relevance or completeness of any of the information set out in this RFP.

Nothing in this RFP or otherwise shall relieve a Potential Proponent from undertaking its own investigations and examinations and developing its own analyses, interpretations, opinions and conclusions with respect to the matters set out in this RFP and in the preparation and delivery of its Proposal.

Annex 1.1 to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

Interpretation and Definitions

1. Interpretation

In this RFP, unless a clear contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) reference to any Person includes such Person's successors and assigns but, if applicable, only if such successors and assigns are permitted by the RFP, and reference to a Person in a particular capacity excludes such Person in any other capacity or individually;
- (c) use of the masculine, feminine or neuter gender includes all genders;
- (d) a grammatical variation of a defined term has a corresponding meaning;
- (e) reference to any agreement (including the RFP), document or instrument means such agreement, document or instrument as amended, restated or modified and in effect from time to time in accordance with the terms thereof;
- (f) reference to any Applicable Law means such Applicable Law as amended, modified, codified, replaced or re enacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder and reference to any Section or other provision of any Applicable Law means that provision of such Applicable Law from time to time in effect and constituting the substantive amendment, modification, codification, replacement or re enactment of such Section or other provision;
- (g) reference to an Article, Section, Appendix, Schedule, Exhibit, subsection or paragraph by number or letter refer to this RFP;
- (h) a reference to a paragraph also refers to the Subsection in which it is contained and a reference to Subsection refers to the Section in which it is contained;
- (i) "**RFP**", "**this RFP**", "**hereunder**", "**hereof**", "**hereto**" and words of similar import are references to the whole of this RFP, and not, unless a particular Section or other part thereof is referred to, to any particular Section or other part;
- (j) "**including**" (and, with correlative meaning, "**include**") means including without limiting the generality of any description preceding or succeeding such term and for purposes hereof the rule of *ejusdem generis* shall not be applicable to limit a general statement, followed by or referable to an enumeration of specific matters, to matters similar to those specifically mentioned;
- (k) the division of this RFP and the recitals, table of contents and headings, if any, in it are for convenience of reference only and shall not affect the construction or interpretation of it;

Request for Proposals Annex 1.1 - 2

- (l) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word "**from**" means "**from and including**" and the words "**to**" and "**until**" each mean "**to (or until) but excluding**";
- (m) references to time of day or date means the local time or date in Calgary, Alberta;
- (n) a reference to a day is a reference to a period of time commencing at midnight and ending the following midnight taking into account the *Daylight Savings Time Act* (Alberta);
- (o) where any action is to be taken on or as of a day which is not a Business Day, that action is to be taken on or as of the next following Business Day;
- (p) if there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the document prevails.

2. Defined Terms

In this RFP, unless a clear contrary intention appears:

- (a) "**Addenda**" means the written documents amending or supplementing the terms of this RFP which are expressly identified as addenda and issued by AltaLink pursuant to this RFP, and "**Addendum**" means any one of such documents.
- (b) "**Affiliate**" means, with respect to any Person ("X"), any other Person or group of persons acting in concert, who, directly or indirectly, controls, is controlled by, or is under direct or indirect, control with, X, and, for the purposes of this definition, "control" means the possession, directly or indirectly, by such Person or group of Persons acting in concert of the power directly or indirectly (including through one or more intermediaries), to determine, without the cooperation of others, the strategic, operating, investing and financing policies of X, including through (i) the legal or beneficial ownership of voting securities of or interests in X, (ii) the right or ability to appoint or elect the directors or their equivalent of X, or (iii) a contract, agreement, voting trust or otherwise; provided that any Person shall be deemed to control any partnership of which, at the time, the Person is a general partner, in the case of limited partnership, or is a partner who has authority to bind the partnership, in all other cases.
- (c) "**AltaLink Meetings**" is defined in Section 5.3.
- (d) "**Applicable Laws**" means, with respect to any Person or property (i) the common law and principles of equity, (ii) all federal, provincial, state, municipal and local laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, decisions and orders of any Governmental Authority (to the extent the Person or property is subject to the jurisdiction of such Governmental Authority), and (iii) rules, regulations, policies and guidelines (in each case, having the force of law or of which, in the case of AESO, breach could reasonably be expected to lead to an investigation or sanctions), directives, interpretations, licenses, exemptions, approvals and permits of or issued by any Governmental Authority, in each case applicable from time to time to such Person or property.
- (e) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta.

- (f) "**Commercial Component**" means that portion of the Proposal described in Section 5.5.
- (g) "**Communications**" means all inquiries made by a Potential Proponent in relation to this RFP or, the CPP or any element thereof.
- (h) "**Confidentiality Agreement**" means, with respect to a Potential Proponent, the confidentiality agreement between that Potential Proponent and AltaLink executed in connection with the RFQ.
- (i) "**Contact Person**" means the individual representing AltaLink to whom all Communications are directed, being (until changed by an Addendum), Matt Hamilton (Matt.Hamilton@AltaLink.ca).
- (j) "**CPP**" means the stages and procedures, including this RFP, which make up the competitive process for the procurement of the Requested Services.
- (k) "**Delivery Address**" is defined in Section 5.6(c).
- (l) "**Direct Assigned Projects**" means "Direct Assigned Projects" as defined by the AESO from time to time, which are assigned to AltaLink by the AESO.
- (m) "**Fairness Advisor**" means the entity described in Section 2.4 of this RFP.
- (n) "**Governmental Authority**" means, in relation to any Person, transaction or event, any:
 - (i) federal, provincial, state, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign;
 - (ii) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government;
 - (iii) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; or
 - (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including securities exchanges, in each case having jurisdiction over such Person, transaction or event.
- (o) "**Interviews**" means the interviews with key personnel of the Potential Proponent as contemplated by Section 5.4(c).
- (p) "**Operational Component**" means that portion of the Proposal described in Section 5.4.
- (q) "**Person**" includes an individual, a general or limited partnership, a corporation, a trust, a joint venture, an incorporated or unincorporated organization or association, a sole proprietorship, a firm, an entity, a body corporate, a union, a Governmental Authority and the heirs, executors, administrators or other legal representatives of an individual.
- (r) "**Potential Proponents**" means those Persons to whom this RFP is issued.
- (s) "**Preferred Proponent**" means a Person or Persons selected by AltaLink following the RFP Stage to enter into negotiations of the Relationship Agreement.
- (t) "**Preferred Proponent's Representative**" means the individual listed in the Proposal to send and receive all Communications in respect of this RFP and the CPP.

Request for Proposals Annex 1.1 - 4

- (u) "**Presentation**" is defined in Section 5.4(a).
- (v) "**Proposals**" means a response to this RFP consisting of Site Visits, the Operational Component and the Commercial Component.
- (w) "**Proxy Project**" is defined in Section 5.4(a).
- (x) "**Received**" means:
 - (i) with respect to email from a Preferred Proponent to AltaLink, actual receipt at the listed email address at the date and time indicated on AltaLink's electronic equipment;
 - (ii) with respect to email from AltaLink to a Preferred Proponent or Preferred Proponents, the date and time that AltaLink sends data to the email address designated by the Preferred Proponent as the email address for receipt of information in connection with the RFP; and
 - (iii) with respect to delivery by courier or by hand, the date and time at which AltaLink accepts delivery.
- (y) "**Relationship Agreement**" means the agreement or agreements, as applicable, to be entered into by AltaLink for delivery of Requested Services for the Term.
- (z) "**Requested Services**" means the services listed in Schedule 3.1 relating to Direct Assigned Projects having an estimated value (individually) in excess of approximately five million dollars (\$5,000,000) during the Term, provided that AltaLink may, in its sole discretion, include projects valued at less than this amount as Requested Services.
- (aa) "**Revisions**" means changes made by a Potential Proponent to its Written Submissions, including a withdrawal of its Proposal, as set forth in this RFP.
- (bb) "**RFP**" means this Request for Proposals.
- (cc) "**RFP Evaluation Criteria**" means, collectively, the criteria set forth in Schedule 5.4(e) and Schedule 5.5(e) Criteria – Operational Component and the Evaluation Criteria – Commercial Component.
- (dd) "**RFQ**" is defined in Section 2.2.
- (ee) "**Term**" means the anticipated term of the Relationship Agreement, being five (5) years from the execution thereof with the potential for an extension for one additional five (5) year term.

Request for Proposals Annex 1.2 - 1

Annex 1.2 to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

Annexes	Subject Matter
1.1	Interpretation and Definitions
1.2	This Annex

Schedules	Subject Matter
Schedule 3.1	Scope of Work and Potential Roster of Work Projects
Schedule 5.4(a)	Proxy Project and Deliverables
Schedule 5.4(b)	Site Visit Requirements
Schedule 5.4(c)	Interviews Areas of Responsibility
Schedule 5.4(d)	Written Submission – Operational Component
Schedule 5.4(e)	Evaluation Criteria
Schedule 5.5(a)	Form of Relationship Agreement
Schedule 5.5(b)	Risk and Reward Proposal
Schedule 5.5(c)	Rate Sheet
Schedule 5.5(d)	Proxy Project Pricing Template
Schedule 6.1	Form of Information Request

SCOPE OF WORK AND POTENTIAL ROSTER OF WORK PROJECTS

Scope of Work

1. Regulatory Requirements

AltaLink is subject to various legal and regulatory restrictions with respect to the construction and commissioning of Direct Assigned Projects. In particular, AltaLink is required to provide for competitive tenders of construction costs for Direct Assigned Projects, pursuant to the Alberta Transmission Regulation (A.R. 86/2007) enacted under the *Electric Utilities Act* (S.A. 2003, c. E-5.1), and in particular, Section 26(1) thereof, which is reproduced below:

"Competitive Tenders

26(1) In making rules under section 20 of the Act, and in exercising its duties under section 17 of the Act, the ISO:

- (a) must provide for the competitive tender of construction costs, including materials and equipment for the construction of a transmission facility by a TFO or other person who is the applicant for construction of a transmission facility referred to in section 24(1) or 24.1, and
- (b) may exempt or provide for exemptions from the competitive tender when the circumstances warrant."

The above is provided for information purposes only. Each Potential Proponent must consider all Applicable Laws when making its Proposal.

2. Scope of Work

AltaLink will require a service provider (the "**Contractor**") to provide engineering, procurement and construction services for Direct Assigned Projects throughout the Term. All Direct Assigned Projects are to be completed on an EPC basis, meaning that the Contractor is obligated to contract for and supply all equipment, labour and design services and to supply and perform all of the work, in each case as may reasonably be required, necessary, or appropriate to complete the Direct Assigned Projects, other than as specifically indicated for a Direct Assigned Project.

The Contractor shall perform the following for each Direct Assigned Project:

- (a) *Engineering and Design Services* - The Contractor shall prepare the design packages, drawings and specifications for review and approval by AltaLink;
- (b) *Procurement Services* – The Contractor shall procure all materials, equipment and other goods to be included in, or necessary for the completion of each Direct Assigned Project, other than materials, equipment or other goods to be provided by AltaLink, to be determined for each Direct Assigned Project;

Request for Proposals Schedule 3.1 - 2

- (c) *Construction Services* – The Contractor shall be responsible for the construction of each Direct Assigned Project in accordance with the design, drawings and specifications for each Direct Assigned Project;
- (d) *Commissioning* – The Contractor shall be responsible for all commissioning and performance tests for each Direct Assigned Project such that each Direct Assigned Project is able to be operated commercially for its intended purpose;
- (e) *Other* – such other duties and responsibilities as required by AltaLink that form part of the Contractor's responsibilities under the Relationship Agreement.

Potential Roster of Work Projects

Project Name	Potential Range \$ Millions
System Northern Projects Total \$ Millions	648 - 842
Athabasca Area Upgrades	120 – 170
Edmonton Area Upgrades-South & West	90 – 130
Central West	4 – 5
Fort Saskatchewan Area Upgrades	150 – 230
Edmonton Area Upgrades	55 – 80
Wetaskiwin Area Upgrades	25 – 40
St Albert 99S - 25kV Breaker addition	1 – 2
Amelia Substation Fortis	3.4 – 5
Christina Lake Area	200 – 290
System Southern Projects Total \$ Millions	675 – 956
SATR-Whitla to Etzikom Coulee	100 – 140
SATR-Blackie Area 138kV	20 – 30
SATR3-Ware Junction to Langdon	320 – 460
Strathmore Area Upgrade	20 – 30
Black Diamond High River Upgrade	50 – 70
Glenwood Area 69 kV Conversion to 138 kV	160 – 220
Sundre 575S - Transformer replacement	5 – 6
North or South(TBD) System Projects Total \$ Millions	35 – 58
Fortis - New Sub - Generic 1	10 – 20
Fortis -25kV Add - Generic2	1 – 2
Fortis -25kV Add - Generic3	1 – 2
Fortis -TX Add - Generic4	6 – 9
Fortis -New Sub - Generic5	16 – 23
Fortis -25kV Add - Generic6	1 – 2
System Total (22 Projects) \$ Millions	1,359 – 1,965
Wind Total (12 Projects, All Southern) \$ Millions	71 – 85

Request for Proposals Schedule 3.1 - 3

Industrial Northern (1 Project)	7 – 10
Industrial North or South(TBD) (5 Projects)	44 – 63
Industrial Total (6 Projects) \$ Millions	51 – 61
Northern Projects Total \$ Millions	655 – 962
Southern Projects Total \$ Millions	745 – 1058
North or South(TBD) Projects Total \$Millions	80 – 121
Total \$ Billions	1.5 – 2.1

Notes:

- * Project scope is yet to be defined
- * Project scope and feasibility is subject to AESO/Client's review and approval
- * Project List includes generic projects based on expected work
- * Need for Projects is established by the AESO
- * Estimates are factored by order of magnitude
- * AltaLink makes no guarantee or representation that any of the above Projects will proceed
- * "North or South (TBD)" projects are generic projects that AltaLink expects to assign however the specific location of these projects is unknown at this time.

PROXY PROJECT AND DELIVERABLES

Proxy Project

See PDF File "Proxy Project DBM" sent concurrently with the RFP for the Proxy Project Design Basis Memorandum and related maps.

Deliverables	
1.	<p>Project Management Plan including:</p> <ul style="list-style-type: none">• Project Organizational Structure<ul style="list-style-type: none">○ Identify entire project team○ Summarize roles within project structure• Preliminary Project Execution Plan<ul style="list-style-type: none">○ Project Schedule○ Risk Register (Identify significant risks & mitigations)○ Resourcing Plan
2.	<p>Safety and Security Management Plan Including:</p> <ul style="list-style-type: none">• How Potential Proponent plans to assure Prime Contractor Responsibilities will be achieved• A discussion of site security management• An organization chart showing interfaces to their corporate group and to AltaLink• Safety roles and responsibilities of key project personnel• Expected Potential Proponent Senior Leadership involvement• Explanation of Performance Metrics system including leading and lagging metrics• Strategy for performance monitoring/system surveillance and reporting• How safety will be considered during the evaluation and selection of contractors and their subcontractors• Alcohol, drug, & substance abuse management expectations

Request for Proposals Schedule 5.4(a) - 2

	<ul style="list-style-type: none"> • Safety performance intervention plan
3.	<p>Environment Management Plan including:</p> <ul style="list-style-type: none"> • How Potential Proponent plans to assure compliance to environment permit and regulatory requirements • Waste management strategy • Organization chart showing interfaces to their corporate group and to AltaLink • Environment roles and responsibilities of key project personnel • Expected Potential Proponent Senior Leadership involvement • Explanation of Performance Metrics system including leading and lagging metrics • Strategy for performance monitoring/system surveillance and reporting • Indicate how environment will be considered during the evaluation and selection of contractors and their subcontractors • Environment performance intervention plan
4.	<p>QA/QC Execution Plan including:</p> <ul style="list-style-type: none"> • High level quality strategies • Address engineering, procurement and construction • Summary of work processes (including roles & responsibilities) , standards & resourcing and examples thereof • Relationship between Project and Functional Organization
5.	<p>Engineering Execution Plan including:</p> <ul style="list-style-type: none"> • Overall engineering strategy • Examples of engineering tools and processes • Describe how to ensure client's requirements have been met • Resourcing • Schedule • Earned value

Request for Proposals Schedule 5.4(a) - 3

	<ul style="list-style-type: none">• Deliverables• Document control and change management• Opportunities to improve engineering and project efficiency• Organizational Structure Relationship between Project and Functional Organization
6.	<p>Procurement Execution Plan including:</p> <ul style="list-style-type: none">• Overall procurement strategies• Example Purchase Orders• Expediting Strategy• Vendor QA/QC and inspections• Material receiving: system, tools, and process• Opportunities to improve procurement and project efficiency• Organizational Structure of your Procurement Department Relationship between Project and Functional Organization
7.	<p>Construction Management Plan including:</p> <ul style="list-style-type: none">• Overall construction strategies including contracting• Construction management resourcing & org chart• Schedule• Earned value reporting• Change management and change order management• Material receiving & handling: plan, systems, tools, and staffing• Compliance w/ stakeholder commitments• Opportunities to improve construction and project efficiency• Organizational Structure of your Construction Management Department Relationship between Project and Functional Organization

Proposed Presentation Agenda

The following is a suggested agenda for the presentation of Vendor Proxy Project Proposals

Presentation Agenda (4 hours)
<ul style="list-style-type: none">1) Proponent Background Information<ul style="list-style-type: none">i) Org Chart2) Proxy Project<ul style="list-style-type: none">i) Engineering Execution Plan<ul style="list-style-type: none">(a) Division of Labour(b) Cost Risk Mitigationii) Procurement Execution Planiii) Construction Management Execution Plan<ul style="list-style-type: none">(a) Early Constructor Involvementiv) Quality Assurance / Quality Control Execution Planv) Safety, Health, and Environment Execution Plan<ul style="list-style-type: none">(a) Safety Execution Plan(b) Environment Execution Plan3) Commercial<ul style="list-style-type: none">i) Pricing Mechanisms / Risk Rewardii) Terms and Conditions4) Relationship Management<ul style="list-style-type: none">i) Overall Relationship Approachii) Transition Plan and Relationship Ramp Up5) Questions

Schedule 5.4(b) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

SITE VISIT REQUIREMENTS

AltaLink requires the appropriate accountable owner and Potential Proponent personnel to be available to discuss and evidence project processes, tools, and deliverables in the following areas:

Safety, Health and Environment
QA/QC
Engineering
Procurement
Construction Management
Project Management

Schedule 5.4(c) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

INTERVIEWS - AREAS OF RESPONSIBILITY

Safety Manager
Environment Manager (if different from Safety Manager)
QA/QC Manager
Engineering Manager
Procurement Manager
Construction Management Manager
Relationship Manager

Schedule 5.4(d) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

WRITTEN SUBMISSION – OPERATIONAL COMPONENT

1. Proposals should:
 - (a) include all of the information requested in this Schedule 5.4(d);
 - (b) follow the outline for the submission content structure provided in this Schedule 5.4(d);
 - (c) for paper copies, be on 8.5"x11" paper;
 - (d) for electronic copies, be created in document format such as Word .doc or comparable alternative and saved in ".pdf" format;
 - (e) be clearly labelled " **Relationship Agreement RFP Submission**";

Section	Section Title	Content Requirements
1.	Safety, Health, and Environment	
1.1	Safety	a) Document how you are planning to manage Safety and Environment? Combined or individual function teams? b) Describe the key components of a safety management plan for the relationship and discuss the implementation of this plan c) Provide the organization chart of safety as it would pertain to the relationship d) Provide resumes for individuals in the positions included in the organization chart above and the alternates for key positions e) Submit your roles and responsibilities for safety managers and safety field representatives f) Submit your training plan for Construction Supervisors with respect to safety g) Explain how safety is involved in your contractor management process h) Describe lessons learned or continuous improvement process with respect to safety i) Describe how safety personnel are engaged in the field on projects

Request for Proposals Schedule 5.4(d) - 2

Section	Section Title	Content Requirements
1.2	Environment	<ul style="list-style-type: none"> a) Describe the key components of an environment management plan for the relationship and discuss the implementation of said plan b) Provide the organization chart of your Environment organization as it would pertain to the relationship c) Provide resumes for individuals in positions included in the organization chart above including alternates for key positions d) Submit your roles and responsibilities for environment managers and environment field representatives e) Describe any Environmental Insurance claims that Potential Proponents have had in the last five years
2.	QA/QC	
2.1	QA/QC	<ul style="list-style-type: none"> a) Demonstrate that your organization has the capacity to take on all of the work that will be required of them at the start of the contract and throughout the ramp-up period for QA/QC b) Discuss where QA/QC fits into the organization structure and discuss the rationale for this location c) Discuss the QA/QC accountabilities of personnel outside of your QA/QC department
3.	Engineering	
3.1	Engineering	<ul style="list-style-type: none"> a) Demonstrate that your organization has the capacity to take on all of the work that will be required of them at the start of the contract an throughout the ramp-up period for Engineering b) Discuss and provide examples of how innovation is a priority and achieved in your engineering organization c) Provide an up to date breakdown of engineering resources by function and level/years of experience d) What is the present available capacity? e) How are engineering resource requirements forecast at a corporate (not project) level? What strategies do you utilize to deal with rapidly changing demands? f) Describe the current state of your engineering standards and

Section	Section Title	Content Requirements
		<p>specifications. How are they created and maintained?</p> <p>g) If your firm out sources engineering services, who are the services outsourced to? Describe the rationale for outsourcing these services.</p>
4.	Procurement	
4.1	Procurement	<p>a) Demonstrate that your organization has the capacity to take on all of the work that will be required of them at the start of the contract and throughout the ramp-up period for procurement</p> <p>b) Discuss and provide examples of how innovation is a priority and achieved in your procurement organization</p> <p>c) Provide an up to date breakdown of procurement resources by function and level/years of experience</p> <p>d) Describe the current state of your procurement systems, tools and processes</p>
5.	Construction Management	
5.1	Construction Management	<p>a) Demonstrate that your organization has the capacity to take on all of the work that will be required of them at the start of the contract and throughout the ramp-up period for Construction Management</p> <p>b) Discuss and provide examples of how innovation is a priority and achieved in your Construction Management organization</p> <p>c) Provide an up to date breakdown of Construction Management resources by function and level/years of experience</p>
6.	Program Management	
6.1	Program Management	<p>a) Demonstrate that your organization has the capacity to take on all of the work that will be required of them at the start of the contract and throughout the ramp-up period for Program Management</p> <p>b) Discuss and provide examples of how innovation is a priority and achieved in your Program Management organization</p>
7.	Financial Details	
7.1	Finance	<p>a) Please provide the Proponents' most recent quarter's financial information</p>

Request for Proposals Schedule 5.4(d) - 4

Section	Section Title	Content Requirements
		<ul style="list-style-type: none"> ○ Balance sheet, income statement and cash flow statement ○ Material events since last financial statement ○ Current value of booked contracts ○ Potential Proponents credit rating (provided by Moody's, Standard & Poor, or any other rating agency widely used by the Recipient) if applicable ○ Details of bankruptcy, insolvency, credit arrangements, or litigation in the past 5 years
	Parental Guarantee	<ul style="list-style-type: none"> a) Which entity will execute the final contract? b) Is your organization willing to provide a parental guarantee to the signing authority?
	Insurance Entity	<ul style="list-style-type: none"> a) What policies do you have, or expect to have for the contract? b) What is the claims history of the signing entity and of the parent organization?

Schedule 5.4(e) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

EVALUATION CRITERIA

Each Proposal will be evaluated by applying the below criteria:

Category	Evaluation Criteria	Weighting
Operational	<p>AltaLink will evaluate the following categories based on perceived effectiveness of org structure, the quality of processes / tools / deliverables, and the quality of key personnel:</p> <ul style="list-style-type: none"> • Safety, Health, and Environment • QA/QC • Engineering • Procurement • Construction Management • Program Management • Financial 	50%
Commercial	<ul style="list-style-type: none"> • Pricing Mechanisms / Risk Reward • Rates • Pricing • AltaLink's perception, based on the potential Proponent's list of exceptions to the Relationship Agreement, of the likelihood of reaching a negotiated agreement with the Potential Proponent and the potential impact on pricing associated with the Potential Proponent's exceptions to the Relationship Agreement 	50%

Schedule 5.5(a) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

FORM OF RELATIONSHIP AGREEMENT

[Attached]

The Proponent will review the attached Relationship Agreement proposed by AltaLink as per Section 5.4(a). All exceptions that the Potential Proponent takes to any of the terms of the form of Relationship Agreement attached hereto must be identified in the table sent concurrently with this RFP as a Microsoft Word document "Relationship Agreement Exceptions".

Schedule 5.5 (b)

Schedule 5.5(b) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

RISK AND REWARD PROPOSAL

AltaLink is proposing the following Risk and Reward Mechanism below for discussion and feedback. Please indicate willingness to accept the risk and reward proposal, exceptions and any suggested alternatives as per Section 5.5(b).

Request for Proposals Schedule 5.5(c)

Schedule 5.5(c) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

RATE SHEET

[NTD: See Excel file "Schedule 5.5(c) – Rate Sheet" sent concurrently with the RFP.]

Request for Proposals Schedule 5.5(d) - 1

Schedule 5.5(d) to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

PROXY PROJECT PRICING TEMPLATE

[See Excel file "Schedule 5.5(d) – Proxy Project Pricing Template" sent concurrently with the RFP.]

Request for Proposals Schedule 6.1 - 1

Schedule 6.1 to the Request for Proposals issued by
AltaLink, L.P., dated September 1, 2011

FORM OF INFORMATION REQUEST

[See attached MicroSoft Word document "Form of Information Request" sent concurrently with the RFP.]