

ALTALINK, L.P.

**EPC/EPCM RELATIONSHIP AGREEMENT
REQUEST FOR QUALIFICATIONS (RFQ)**

May 18, 2011

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EPC/EPCM RELATIONSHIP AGREEMENT

REQUEST FOR QUALIFICATIONS (RFQ)

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 Qualifications (this "**RFQ**"). Terms and expressions ascribed a meaning in section 2 of Annex 1.1 to this RFQ or adopted by reference to an enactment, regulation or provision of an agreement therein shall have those meanings when used in this RFQ.

1.2 Exercise of Discretion

In this RFQ, 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. The capacity of 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 RFQ

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. This RFQ is the initial stage of the CPP by which AltaLink desires to identify Potential Proponents to continue in the CPP beyond the RFQ Stage.

This RFQ is intended to provide Recipients with the opportunity to present Submissions to AltaLink indicating their interest in, and qualifications for, being selected as a Potential Proponent and to continue to the RFP Stage of the CPP. AltaLink will evaluate the Submissions with a view to selecting Potential Proponents who will be invited to participate in the RFP Stage of the CPP.

This RFQ is not a tender, a solicitation for bids, a request for proposals or an offer capable of acceptance by a Recipient. AltaLink reserves the right to evaluate all Submissions and to determine, in its sole and unfettered discretion, which, if any, Recipients will be chosen as Potential Proponents, and the number of Potential Proponents chosen may be zero.

2.3 Eligibility

Each Recipient is invited to submit a Submission in the manner set forth in Article 5. AltaLink will consider all Submissions made in accordance with Article 5. AltaLink will consider Submissions that are made by multiple Recipients on a joint basis; however, the Evaluation Criteria will be applied to the Recipients named in such Submission on a joint basis, rather than by on an individual basis for each Recipient named in such Submission.

2.4 Affiliate Contracts; Fairness Advisor

The counterparty to the Existing Agreement is an Affiliate of AltaLink, and also is a Recipient under this RFQ. In order to help ensure the integrity of the CPP and that all Recipients are treated fairly throughout the CPP, AltaLink has appointed an independent Fairness Advisor with responsibility to review the RFQ document, the evaluation process undertaken pursuant to this RFQ, and to review AltaLink's process for the selection of Potential Proponents. The Fairness Advisor will provide to AltaLink a written report at the end of the RFQ Stage and a written report at the end of the RFP Stage summarizing its findings. 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 RFQ, as may be needed by the Fairness Advisor.

ARTICLE 3 POTENTIAL SCOPE AND COMMERCIAL TERMS

3.1 Potential Scope

This RFQ is intended to solicit expressions of interest and qualifications to be the preferred supplier or suppliers to AltaLink of the Requested Services for the Term. Due to the variable and unpredictable nature with which the Requested Services will be required, AltaLink and the Preferred Proponent(s) will develop a detailed scope of work for each Direct Assigned Project.

The potential roster of work projects requiring the Requested Services is set forth in Annex 3.1.

3.2 Key Commercial Terms

AltaLink desires to enter into a Relationship Agreement with one or more Preferred Proponents to provide the Requested Services for the Term. Specific commercial terms of the Relationship Agreement have not been determined and will be subject to negotiations with the Preferred

Proponent(s) following the RFP Stage; however, AltaLink is considering implementing the following concepts that it intends to apply in the Relationship Agreement:

- (a) reimbursable pricing for pre-construction work;
- (b) target or guaranteed maximum pricing for construction of work;
- (c) application of a risk and reward structure to facilitate continuous improvement in performance during the Term. Risk and reward includes metrics applied during construction to safety, quality, cost, and schedule.

Recipients are expected in their Submissions to provide input in these areas citing, if applicable, models or structures they have used or are willing to use, as further detailed in the Evaluation Criteria.

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 has or will, as the context requires:

- (a) prepare and issue this RFQ, including establishing the Evaluation Criteria;
- (b) invite Recipients to present Submissions;
- (c) evaluate the Submissions in accordance with the Evaluation Criteria; and
- (d) in AltaLink's sole and unfettered discretion, select Potential Proponents to continue to the RFP Stage.

The actual number of Potential Proponents selected to advance to the RFQ Stage will be determined by AltaLink in its sole and unfettered discretion. AltaLink may, in its discretion, end the CPP before commencing the RFP Stage. AltaLink will notify in writing each Recipient that has been selected to be a Potential Proponent. AltaLink is not obligated to notify any Recipient that it has not been chosen as a Potential Proponent.

Each Recipient is required to include in its Submission a Declaration of Commitment in the form attached as Exhibit "II", executed by a senior officer of the Recipient (or, in the case of a Submission from multiple Recipients, a senior officer of each Recipient) indicating the Recipient's commitment to proceed to the RFP Stage should the Recipient become a Potential Proponent.

4.3 RFP Stage

If AltaLink selects one or more Potential Proponents, the Potential Proponents will participate in the RFP Stage. During the RFP Stage, AltaLink will:

- (a) prepare the RFP and develop the RFP Evaluation Criteria;
- (b) issue the RFP to Potential Proponents;
- (c) invite Potential Proponents to respond to the RFP;
- (d) evaluate the RFP Submissions based on the RFP Evaluation Criteria; and
- (e) in AltaLink's sole and unfettered discretion, select Preferred Proponents to continue to the Negotiation Stage.

In addition to the above, the RFP Stage may include discussions relating to technical and commercial items through workshops and/or meetings in accordance with the terms of the RFP to allow Potential Proponents to provide comments on specific relationship issues identified during the CPP.

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	May, 2011
Completion of RFQ Stage and Commencement of RFP Stage	Q3 2011
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 SUBMISSION INSTRUCTIONS

5.1 Receipt Confirmation and Confidentiality Agreement

Each Recipient must return two (2) originally executed copies of each of the Receipt Confirmation and Confidentiality Agreement. AltaLink will deliver one (1) counter-signed Confidentiality Agreement to each Recipient within five (5) Business Days of receipt of a Recipient's signed Confidentiality Agreement.

AltaLink will not consider any Communication or Submission from, and will not forward any Communication received from other Recipients to, a Recipient who has not returned an executed Receipt Confirmation and Confidentiality Agreement.

5.2 Submission Time

All Submissions must be Received before **4:00 pm on June 16, 2011** (the "**Submission Time**").

5.3 Form of Submissions

All Submissions must consist of one electronic and one paper copy. Electronic copies must be in ".pdf" format and saved on a cd-rom. The cd-rom and paper copy must be enclosed in a sealed envelope marked "**EPC/EPCm Relationship Agreement RFQ Submission**" and delivered by courier or by hand to the following address (the "**Submission Address**"):

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

Attention: Matt Hamilton

5.4 Language of Submissions and Enquiries

All Submissions and Communications must be written in English.

5.5 Submission Form and Content

All Submissions should be in the form and outline described in Schedule "A". The content of the Submission should include information in respect of each of the matters described in Table A2 of Schedule "A", and be sufficiently comprehensive to enable AltaLink to apply the Evaluation Criteria.

AltaLink may, in its sole and unfettered discretion, disqualify any incomplete Submission without further consideration.

5.6 Revisions to Submissions

A Recipient may make Revisions to its Submission, including withdrawing its Submission, at any time prior to the Submission Time, in accordance with the terms of this RFQ. Revisions must be:

- (a) written in English;
- (b) clearly indicate the changes made, with every page numbered, or clearly indicate the withdrawal of the Submission, as the case may be;
- (c) submitted electronically, by hand or by courier to the Submission Address on a Business Day between the hours of 8:00 a.m. and, subject to the Submission Time, 4:00 p.m.;
- (d) received before the Submission Time; and
- (e) clearly marked "Revision to EPC/EPCm Relationship Agreement RFQ Response of [Recipient's name]."

ARTICLE 6 COMMUNICATIONS

6.1 Form of Communications

All Communications must be submitted in writing using the Information Request Form set out in Exhibit "IV" and delivered either:

- (a) by email to the Contact Person; or
- (b) by courier or by hand to Submission Address.

All substantive Communications must be received by AltaLink prior to 4:00 p.m. on **June 10, 2011** and be clearly marked "**EPC/EPCm 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 Recipients at any time, at its sole discretion, and reserves the right, at its sole discretion, not to disclose administrative and minor enquiries to all Recipients.

AltaLink will distribute copies of all Communications via email (without identifying the Recipient initiating the Communication) and all responses thereto to the Recipient'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 Recipient initiating the Communication) to all Recipient's Representatives with "No Response" listed as the response thereto. AltaLink reserves the right to edit any Communication before it is distributed to all Recipients.

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, Submission, Revision or other documentation, including the RFQ and any and all Addenda, from or by any Person, including a Recipient 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 RFQ, including the Submission Time, at any time and from time to time by the issuance of Addenda. Addenda are the only means of amending this RFQ, 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 RFQ.

ARTICLE 7 EVALUATION

7.1 Evaluation Criteria

Submissions will be evaluated by AltaLink by application of the Evaluation Criteria.

AltaLink may, at any time, in its sole and unfettered discretion, discontinue the evaluation of, and application of the Evaluation Criteria to, any Submission if AltaLink considers, having undertaken a preliminary review of the Submission, that the Recipient or Submission, as compared to all Submissions received, is not in contention to be chosen as a Potential Proponent.

7.2 Additional Information

As part of the evaluation of a Submission, AltaLink may, and each Recipient by making a Submission irrevocably authorizes AltaLink to:

- (a) conduct reference, credit or other checks with any or all of the reference and other sources cited in a Submission;
- (b) independently verify any information regarding a Recipient, including its directors, and officers, or any member of the Recipient team;
- (c) conduct any background investigations that it considers necessary or desirable;
- (d) seek clarification, more complete, supplementary, and or additional information from the Recipient;
- (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 RFQ and advice and input received by AltaLink from external advisors.

AltaLink may disregard any experience, capacity or other information cited in a Submission 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 Submission.

7.3 Review Following Selection of Potential Proponents

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

ARTICLE 8 RFQ TERMS AND CONDITIONS

8.1 No Obligation to Proceed

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

8.2 Cost of Preparation

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

8.3 Confidentiality and Ownership of Submissions

All information included in a Submission becomes the property of AltaLink upon Receipt. AltaLink will maintain each Submission in accordance with the terms of the Confidentiality Agreement. Recipients should clearly identify all Communications and Submissions as "Confidential".

Each Submission, even if marked "Confidential", may be subject to discovery and disclosure in regulatory or judicial 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 RFQ 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 RFQ 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 RFQ, including the scope, the dates, the timelines, Submission Location, Submission Time, CPP or requirements;
- (d) consider, evaluate, accept, not accept, not consider, not evaluate, disqualify or discontinue evaluation of any Submission;
- (e) disqualify or otherwise exclude any Recipient or member of Recipient team from any participation, or from any further participation, in the RFQ Stage or any other part or stage of the CPP;
- (f) waive any defect, including any alteration, qualification, omission, inaccuracy or misstatement, non-compliance, no-conformity (including in form or content) or irregularity in a Submission whether material or not, and consider and evaluate, including any additional, more complete and supplementary information or documentation, and accept that Submission; and
- (g) not accept any or all Submissions.

8.5 Disclosure and Transparency

During the RFQ Stage, AltaLink expects to make the following information part of the public record by disclosing to the AUC:

- (a) the RFQ;
- (b) the number of Recipients;
- (c) those Recipients who made Submissions; and
- (d) the names of the Recipients and the names of all Potential Proponents.

The disclosure of any information by 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 Recipient, must be coordinated with, and is subject to the prior written approval of AltaLink, which approval may be arbitrarily withheld.

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

8.7 No Lobbying

No Recipient 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 RFQ Stage, including during any part of the evaluation process, or during the CPP, with respect to any matters relating to the RFQ or the CPP, except as expressly set forth in this RFQ.

8.8 No Representation for Accuracy of Information

Neither AltaLink nor any of its respective officials, representatives, agents, consultants, employees or advisors make 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 RFQ.

Submissions must be prepared and submitted solely on the basis of information independently obtained and verified by Recipients, and on the basis of the Recipient's independent investigations, examinations, knowledge, analysis, information and judgment, rather than in reliance on information provided in or in connection with this RFQ or on the Recipient's analysis or interpretation of such information.

Nothing in this RFQ or otherwise shall relieve a Recipient 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 RFQ and in the preparation and delivery of its Submissions.

Annex 1.1 to the Request for Qualifications issued by
AltaLink, L.P., dated May 18, 2011

1. Interpretation

In this RFQ, 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 RFQ, 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 RFQ), 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 RFQ;
- (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) "**RFQ**", "**this RFQ**", "**hereunder**", "**hereof**", "**hereto**" and words of similar import are references to the whole of this RFQ, 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 RFQ 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;
- (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 RFQ, unless a clear contrary intention appears:

- (a) "**Addenda**" means the written documents amending or supplementing the terms of this RFQ which are expressly identified as addenda and issued by AltaLink pursuant to this RFQ, 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) "**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), (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.
- (d) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in Calgary, Alberta;
- (e) "**Communications**" means all inquiries made by a Recipient in relation to this RFQ or, the CPP or any element thereof.

- (f) "**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).
- (g) "**CPP**" means the stages and procedures, including this RFQ that make up the procurement for the EPC/EPCm services.
- (h) "**Direct Assigned Projects**" means "Direct Assigned Projects" as defined by the AESO from time to time, which are assigned to AltaLink by the AESO.
- (i) "**Evaluation Criteria**" means the criteria to be applied to evaluate Submissions, as set forth in Appendix "A" of the RFQ.
- (j) "**Fairness Advisor**" means the entity described in Section 2.4 of this RFQ.
- (k) "**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.
- (l) "**Information Requests**" means all communications and enquiries of or on behalf of the Recipient related to this RFQ addressed to AltaLink.
- (m) "**Named Projects**" means those relevant and comparable projects included by the Recipient in its Submission to evidence its experience and capabilities with the type of projects listed in Section 3 of Table A2 in Schedule "A", provided that if a Submission is made jointly by multiple Recipients, Named Projects must be projects undertaken by all Recipients named in a Submission working in the same or similar structure as is proposed in the Submission.
- (n) "**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.
- (o) "**Potential Proponents**" means Recipients that make a Submission who are invited by AltaLink to participate in the RFP Stage of the CPP.
- (p) "**Preferred Proponent**" means a Person or Persons selected by AltaLink following the RFP Stage to enter into negotiations of the Relationship Agreement.
- (q) "**Received**" means:
 - (i) with respect to email from a Recipient 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 Recipient or Recipients, the date and time that AltaLink sends data to the email address designated by the Recipient as the email address for receipt of information in connection with the RFQ; and
- (iii) with respect to delivery by courier or by hand, the date and time at which AltaLink accepts delivery.
- (r) "**Recipient**" means a Person to whom this RFQ issued by AltaLink.
- (s) "**Recipient Representative**" means the individual listed in the Submission to send and receive all Communications in respect of this RFQ and the CPP.
- (t) "**Relationship Agreement**" means the agreement or agreements, as applicable, to be entered into by AltaLink for delivery of Requested Services for the Term.
- (u) "**Requested Services**" means engineering, procurement, construction and construction management services, as determined by AltaLink, for Direct Assigned Projects having an estimated value (individually) in excess of approximately two million dollars (\$2,000,000) during the Term.
- (v) "**Revisions**" means changes made by a Recipient to its Submission, including a withdrawal of its Submission, as set forth in this RFQ.
- (w) "**RFP**" means Request for Proposals.
- (x) "**RFP Evaluation Criteria**" means the criteria against which RFP Submissions will be evaluated, to be set out in the RFP.
- (y) "**RFP Stage**" means the stage of the CPP described in Section 4.3.
- (z) "**RFP Submissions**" means responses to the RFP submitted by Potential Proponents in the manner and form to be set out in the RFP.
- (aa) "**RFQ Stage**" means the stage of the CPP described in Section 4.2.
- (bb) "**Submission**" means a response to this RFQ delivered to AltaLink in the manner and form set forth in Article 5.
- (cc) "**Submission Address**" is defined in Section 5.3.
- (dd) "**Submission Time**" is defined in Section 5.1.
- (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.

Annex 1.2 to the Request for Qualifications issued by
AltaLink, L.P., dated May 18, 2011

Annexes	Subject Matter
1.1	Interpretation and Definitions
1.2	This Annex
3.1	Potential Roster of Work Projects

Schedules	Subject Matter
Schedule "A"	RFQ Submission Guidelines
Schedule "B"	Evaluation Criteria

Exhibits	Subject Matter
Exhibit "I"	Form of Receipt Confirmation
Exhibit "II"	Form of Declaration of Commitment
Exhibit "III"	Form of Confidentiality Agreement
Exhibit "IV"	Form of Information Request
Exhibit "V"	Health, Safety and Environmental Questionnaire

Annex 3.1 - 1

Annex 3.1 Potential Project List
AltaLink, L.P., dated May 18, 2011

Project Name	Potential Range \$ Millions
SATR-Whitla to Etzikom Coulee	100 - 140
SATR-Blackie Area 138kV	20 - 30
SATR3-Ware Junction to Langdon	320 - 460
Athabasca Area Upgrades	120 - 170
Strathmore Area Upgrade	20 - 30
Edmonton Area Upgrades-South & West	90 - 130
Central West	4-5
Fort Saskatchewan Area Upgrades	150 - 230
Edmonton Area Upgrades	55 - 80
Black Diamond High River Upgrade	50 - 70
Glenwood Area 69 kV Conversion to 138 kV	160 - 220
Wetaskiwin Area Upgrades	25 - 40
St Albert 99S - 25kV Breaker addition	1-2
Sundre 575S - Transformer replacement	5-6
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
Amelia Substation Fortis	3.4 - 5
Christina Lake Area	200 - 290
System Total (22 Projects) \$ Millions	1,359 – 1,965
Wind Total (12 Projects) \$ Millions	71-85
Industrial Total (6 Projects) \$ Millions	51-61
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

SCHEDULE "A"
RFQ SUBMISSION GUIDELINES

1. Submissions should:
 - (a) include all of the information requested in this Schedule "A";
 - (b) follow the outline for the submission content structure provided in Table A2;
 - (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 and a completed excel .xls HSE Questionnaire saved on a cd-rom;
 - (e) be clearly labelled "**EPC/EPCm Relationship Agreement RFQ Submission**";
 - (f) other than the Receipt Confirmation and the Confidentiality Agreement, be submitted in a single sealed package.

Table A1 – Pre-Submission Documents and Submission Documents

A. Pre-Submission Documents	
Contents	Number of Copies
1. Receipt Confirmation in the form of Exhibit "I" 2. Confidentiality Agreement in the form of Exhibit "III"	Two (2) originally executed copies
B. Submission Documents	
Contents	Number of Copies
1. Cover Letter 2. Declaration of Commitment in the form of Exhibit "II" 3. RFQ information in the form outlined in Table A2 4. Health, Safety and Environment Questionnaire in the form of Exhibit "V"	One (1) originally executed paper copy of #1 and #2 One (1) paper copy and one (1) electronic copy of #3 and #4

2. Information to be Provided by Recipients

Recipients should structure their Submissions in the manner set out in Table A2. Recipients should provide as much information as possible with respect to the content requirements set forth in Table A2.

Table A2 – Information to be Provided by Recipients

Section	Section Title	Content Requirements
1.	Introduction and Background Information	
1.1	Recipients Making Submissions	<p>a. Legal name of Recipient, or if multiple Recipients are making a Submission, all Recipients included in the Submission</p> <p>b. Organization Chart(s) describing all of the proposed major contractual and partnering relationships for the Recipient as applicable, including:</p> <ul style="list-style-type: none"> • Engineering Partners • Procurement Partners • Construction Management Partners • Construction Partners <p>c. Provide project organization chart(s) showing the reporting relationships of the following as required:</p> <ul style="list-style-type: none"> • Senior Relationship Management • Management Committee(s)
1.2	Recipient Representative Contact Information	<p>Provide the following details for the Recipient's Representative</p> <ul style="list-style-type: none"> • Name • Employer • Mailing/Courier Address • Telephone Numbers • Email Address <p><i>Please note: The Recipient's Representative will be the only person to receive communication from the Contact Person regarding this RFQ.</i></p>
1.3	Named Projects	<p>Provide a maximum of 10 Named Projects using Form A-1 that demonstrate Recipient's capabilities in the areas of engineering, procurement, construction and construction management, preferably relating to transmission.</p>
1.4	Work Force	<p>a. Provide a breakdown of the composition of the Recipient's work force, including the percentage of employees and contractors as they pertain to:</p> <ul style="list-style-type: none"> • Engineering • Procurement

Section	Section Title	Content Requirements
		<ul style="list-style-type: none"> • Construction • Construction Management <p>b. Provide staffing levels, including current level, peak level of the last five (5) years and forecasted levels for 2012 and 2013 for:</p> <ul style="list-style-type: none"> • Engineering • Procurement • Construction • Construction Management
1.5	Business and Ethics	Provide the Recipient's business conduct and ethics policy
2. Safety, Health and Environment		
2.1	Safety	<p>a. Provide up-to-date safety program documentation including Recipient's safety mission statement, safety policy statement and written annual goals relating to safety relating to:</p> <ul style="list-style-type: none"> • Health and Safety • Motor Vehicle Safety • Others as applicable <p>b. Provide evidence of senior leadership of safety program</p>
2.2	Environment	<p>a. Provide up-to-date environment program documentation including Recipient's environment mission statement, environment policy statement, and written annual goals regarding the environment relating to:</p> <ul style="list-style-type: none"> • Waste management • Environment • Others as applicable <p>b. Provide evidence of senior leadership of environment program</p>

Section	Section Title	Content Requirements
2.3	Health, Safety and Environment Questionnaire	Recipients are to complete the Health, Safety and Environment Questionnaire attached as Exhibit "V" to the RFQ.
3.	Required Transmission Experience	
3.1	Transmission Experience	<p>Describe the Recipient's experience, track record, and capability with the following with examples drawn from the Recipient's Named Projects that are demonstrated to be relevant to the Requested Services:</p> <ul style="list-style-type: none"> • Assembling and managing multi-disciplinary teams • Managing contractors in the delivery of Transmission EPC/EPCm contracts • HVDC transmission EPC/ EPCm experience • Experience in engineering, procurement, construction and construction management of voltage transmission projects of: <ul style="list-style-type: none"> i. 500 KV or greater ii. 240 KV iii. less than 240 KV
3.2	Quality Assurance/ Quality Control ("QA/ QC") on Transmission Projects	<ol style="list-style-type: none"> a. Provide Recipient's mission statement with regard to QA/QC b. Provide documentation respecting the Recipient's quality management process including summarized description of process and tools. c. Describe the Recipient's ISO 9001:2000 or equivalent quality management system certification program d. Describe the Recipient's QA/ QC department and whether or not the department is responsible for the Recipient's overall business e. Describe the Recipient's quality training program f. Describe the Recipient's document control policy and associated procedures. g. Describe the Recipient's documented management of change process or program h. Describe the Recipient's use of inspection and test plans for:

Section	Section Title	Content Requirements
		<ul style="list-style-type: none"> • Fabrication • Vendors • Field Construction
3.3	Key Individuals	<p>Provide comprehensive resumes, including references for the following Key Individuals proposed to carry out the Requested Services:</p> <ul style="list-style-type: none"> • Alliance Manager • Head Engineer • Procurement Manager • Construction Manager • QA/QC Manager • Others recommended by Recipient
3.4	Effective Transition	<p>a. Describe the Recipient's experience, track record, and capability with the following regions through experience based on the Named Projects that are demonstrated to be relevant to the Requested Services:</p> <ul style="list-style-type: none"> • Alberta • Canada • North America <p>b. Describe how the transition process would take place between the Recipient and AltaLink to seamlessly startup and deliver Direct Assigned Projects</p>
3.5	Innovation	<p>Describe the Recipient's experience, track record, and capability, with examples of innovation based on the Named Projects, that are demonstrated to be relevant to the Requested Services and to ensure AltaLink's current and future competitiveness in providing transmission services as related to cost, schedule, quality, and safety</p>
4.	Financial Capability	
4.1	Financials	<p>a. Demonstrate the financial capacity of the Recipient by providing the following:</p> <ul style="list-style-type: none"> • Audited Financial Statements for the last 3 years. The financial

Section	Section Title	Content Requirements
		<p>statements shall include a balance sheet, income statement and, where applicable, a cash flow statement</p> <ul style="list-style-type: none"> • Material events since last financial statements • Current value of booked contracts • Recipient's credit rating (provided by Moody's, Standard & Poor, Fitch or any other ratings agency widely used by the Recipient) if applicable • Details of bankruptcy, insolvency, creditor arrangements, or litigation in the past 5 years <p>b. Confirm Recipient is able to provide the following insurance and provide the total limit and limit per occurrence for each:</p> <ul style="list-style-type: none"> • Workers Compensation • Property Damage • General Liability • Errors and Omissions <p>c. Describe the Recipient's performance bond capacity and bonding rate (premium per \$1000)</p>
5.	EPC/EPCm Experience	
5.1	EPC/EPCm Experience	<p>a. Describe the Recipient's experience, track record, and capability based on the Named Projects that are demonstrated to be relevant to the Requested Services focusing primarily on the following:</p> <ul style="list-style-type: none"> • Experience as the EPC/EPCm Contractor in managing large, fast tracked, complex projects • Experience with high voltage lines in urban and rural terrain similar to Alberta <p>b. In addition, the response should further describe the Recipient's capabilities in other categories relevant to the Requested Services, including successful development and implementation of the following:</p> <ul style="list-style-type: none"> • Community and stakeholder relations • Environmental management programs including design and

Section	Section Title	Content Requirements
		<p>construction activities</p> <ul style="list-style-type: none"> • Quality management systems
5.2	Project Execution	<p>Indicate who will perform each of the following work activities during the execution of the work (i.e. Recipient, joint venture or other partner, third party service provider)</p> <ul style="list-style-type: none"> • Engineering • Procurement • Construction Management • Construction
5.3	Pricing and Risk and Reward	<p>Provide Recipient's commentary (including, as applicable, positive and negative reactions) to the proposed commercial term concepts listed in Section 3.2 of the RFQ and, if applicable, Recipient's experience in implementing similar concepts in Named Projects and, if applicable, Recipient's suggested alternatives to the proposed commercial term concepts</p>
5.4	Engineering	<p>a. Describe the Recipient's experience, track record, and capability based on the Named Projects that are demonstrated to be relevant to the Requested Services focusing primarily on the following:</p> <ul style="list-style-type: none"> • Engineering experience in large, multi-disciplinary, fast tracked, complex projects, particularly high voltage transmission projects <p>b. In addition, the response should further describe the Recipient's capabilities in other categories relevant to the Requested Services, including:</p> <ul style="list-style-type: none"> • Engineering transmission projects with extensive utility constraints and protection • Engineering transmission projects over varied terrain • Familiarity with Canadian codes and standards, or equivalent. • Ideas for improving the engineering process
5.5	Procurement	<p>a. Describe the Recipient's experience, track record, and capability based on the Named Projects that are demonstrated to be relevant to the Requested Services focusing primarily on the following:</p> <ul style="list-style-type: none"> • Procurement experience in large, multi-disciplinary, fast

Section	Section Title	Content Requirements
		<p>tracked, complex projects, particularly high voltage transmission projects</p> <ul style="list-style-type: none"> • Material procurement with limited inventory availability and/or long lead times • Effective cost management of materials logistics <p>b. In addition, the response should further describe the Recipient's capabilities in other categories relevant to the Requested Services, including:</p> <ul style="list-style-type: none"> • Familiarity with Canadian customs processes and import laws • Ideas for improving the procurement process
5.6	Construction and Construction Management	<p>a. Describe the Recipient's experience, track record, and capability based on the Named Projects that are demonstrated to be relevant to the Requested Services focusing primarily on the following:</p> <ul style="list-style-type: none"> • Construction and/or construction management experience in large, multi-disciplinary, fast tracked, complex projects, particularly high voltage transmission projects • Construction and/or construction management projects which involve high voltage electricity transmission over a variety of terrains • Sequencing, scheduling, and logistics of transmission construction projects in remote, hard to reach areas <p>b. In addition, the response should further describe the Recipient's capabilities in other categories relevant to the Requested Services, including:</p> <ul style="list-style-type: none"> • Construction and/or construction management experience in environmental sensitive areas • Transmission construction and/or construction management projects involving extensive utility constraints and protection • Construction and/or construction management projects which involve long, linear corridor with limited access points • Ideas for improving construction and/or construction management

FORM A-1**Named Projects Details
(Maximum 3 Pages per Project)**

Recipient(s): _____

Project Number: _____ (Sequentially Numbered 1 to 10)

Item	Notes to Recipient
Name of Project	<i>Details including official project name and contract number</i>
Location of Project	<i>Country, province/state, transmission route/facility, site or project extents</i>
Client Organization	<i>Organization name</i>
Reference Contact Details	<i>Key client contacts (individuals), name, title, role, telephone numbers, facsimile, email addresses, mailing address and preferred language of correspondence. By providing this information you are authorizing AltaLink or AltaLink's representatives to contact these individuals for all purposes, including to gather information and documentation, in connection with the RFQ.</i>
Contract Period	<i>Contract commencement date, end of construction date and contract end date</i>
Time Period of Involvement	<i>Commencement date and duration</i>
Description of Project	<i>Capital value, scope and complexity</i>
Current Status of Project	<i>Describe the current status of project relative to key milestone events.</i>
Contract Model	<i>Contract structure i.e. public private partnership, design-build, etc.</i>
Pricing Mechanisms	<i>Describe the pricing structure used for the project.</i>
Risk and Reward Structure	<i>Describe any risk and reward components included in the pricing structure.</i>
Voltage	<i>Describe the voltage, components, lines and stations</i>
Project Setting	<i>Urban/rural</i>
Role(s) on Project	<i>Role, duties and responsibilities</i>
Other Information	<i>Any information the Recipient considers relevant to the Evaluation Criteria</i>

SCHEDULE "B"
EVALUATION CRITERIA

Each Submission will be evaluated by applying the below criteria:

Table B1 – Evaluation Framework and Criteria

Category	Evaluation Criteria	Weighting
Pre-Submission Documents and Declaration of Commitment	<ol style="list-style-type: none"> 1. Receipt Confirmation 2. Confidentiality Agreement 3. Declaration of Commitment 	Mandatory to Proceed
Section 1 Introduction and Background Information	<p>Recipients must provide the information requested in Section 1 of Table A2:</p> <ol style="list-style-type: none"> 1. Name of Recipient or, if the Submission is from multiple Recipients, the name of each Recipient 2. Organizational Charts 3. Contact Information 4. Up to a maximum of ten (10) Named Projects 5. Work Force Composition 6. Business Ethics 	Mandatory to Proceed
Section 2 Safety, Health and Environment	<p>Recipient's capabilities respecting Safety, Health and Environment will be evaluated based on the scope and historical effectiveness of its health, safety and environmental programs and performance as evidenced by the information provided by the Recipient pursuant to Section 2 of Table A2 and Exhibit "V".</p>	Pass/Fail
Section 3 Required Transmission Experience	<p>Recipient's capabilities respecting transmission projects will be evaluated based on the strength and relevance of its transmission experience as evidenced by the information provided by the Recipient pursuant to Section 3 of Table A2.</p>	40%
Section 4 Financial Capacity	<p>Recipient's financial capability and strength will be evaluated based on the information provided by the Recipient, pursuant to Section 4 of Table A2.</p>	20%
Section 5 EPC/EPCm Experience	<p>Recipient's capabilities respecting engineering, procurement, construction and construction management will be evaluated based on the strength and relevance of its engineering, procurement, construction and construction management experience as evidenced by the information provided by the Recipient pursuant to Section 5 of Table A2.</p>	40%

EXHIBIT "I"
FORM OF RECEIPT CONFIRMATION

Date: _____

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

Attention: Matt Hamilton

Re: EPC/EPCm Relationship Agreement RFQ Submission

The undersigned hereby confirms to AltaLink, L.P. ("**AltaLink**") that it has received the Request for Qualifications issued May 18, 2011 by AltaLink, specifically the undersigned acknowledges receipt of the RFQ Submission Package consisting of ___ pages.

The undersigned's representative and contact information to receive all Communications in connection with the Request for Qualifications is as follows:

Recipient Name:
Recipient Address:

Attention: _____
Email: _____

Dated the _____ day of _____, 2011.

[RECIPIENT NAME]

Per: _____
Name:
Title:

EXHIBIT "II"
FORM OF DECLARATION OF COMMITMENT

Date: _____

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

Attention: Matt Hamilton

Re: Declaration of Commitment

Reference is made to the Request for Qualifications ("**RFQ**") submission materials issued by AltaLink, L.P. ("**AltaLink**") on May 18, 2011. Capitalized terms used but not defined herein have the meaning given to them in the RFQ.

The undersigned, in my capacity as an officer of _____ (the "**Recipient**") and not in a personal capacity, hereby confirms to AltaLink, in that:

- (a) the Recipient is delivering its Submission concurrently with the delivery of this Declaration;
- (b) by delivering a Submission, the Recipient desires to be considered to advance to the RFP Stage of the CPP;
- (c) the Recipient will participate in the RFP Stage should the Recipient be invited by AltaLink to do so, and that the Participant will commit adequate resources during the RFP Stage to prepare and submit a RFP Submission.

Dated the ____ day of _____, 2011.

RECIPIENT NAME:

Per: _____
Name:
Title:

EXHIBIT "III"
FORM OF CONFIDENTIALITY AGREEMENT

This agreement is made effective as of the ____ day of _____, 2011.

BETWEEN

ALTALINK, L.P., a limited partnership formed under the laws of the Province of Alberta ("**AltaLink**")

AND

(herein referred to as the "**Recipient**")

WHEREAS AltaLink has initiated a competitive procurement process (the "**CPP**") to select a party or parties with whom AltaLink will enter into an arrangement to provide engineering, procurement, construction and construction management services;

AND WHEREAS the CPP will consist of four (4) stages, being a request for qualifications stage (the "**RFQ Stage**"), a request for proposals stage (the "**RFP Stage**"), a negotiation stage (the "**Negotiation Stage**") and a contract execution stage (the "**Contract Execution Stage**");

AND WHEREAS the Recipient has received the request for qualifications document (the "**RFQ**") in connection with the RFQ Stage;

AND WHEREAS AltaLink will be providing Information to the Recipient, and the Recipient will be providing Information to AltaLink, in connection with the CPP, including the RFQ Stage, the RFP Stage and the Negotiation Stage;

AND WHEREAS AltaLink and the Recipient are entering into this Agreement to set forth the terms and conditions on which AltaLink and the Recipient will collect, use and disclose Information;

In consideration of the foregoing, each Party agrees on behalf of itself and its Representatives, as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, unless a clear, contrary intention appears:

"**Applicable Law**" 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.

"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 (including the Alberta Utilities 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.

"Information" means all information (including information in the form not only of written information but also information which may be transmitted orally, electronically, visually or by any other means) provided to, or otherwise obtained by, a Party or any of its Representatives in connection with or relating to the RFQ, the RFP and CCP including responses, submissions and other materials and information provided pursuant to the CCP, information relating to the business, affairs, financial position, assets, operations and activities of a Party, market competitive pricing and overall market competitive business delivery strategies, processes, tools and technologies, and any other documents or information pertaining in any way whatsoever to a Party and its direct and indirect subsidiaries, together with all analysis, evaluations, compilations, notes, studies or other documents prepared by a Party or its Representatives containing or based upon, in whole or in part, such information or reflecting the Recipient's participation in the CPP and includes all information, if any, previously made available to a Party or its Representatives.

"Parties" means, collectively, AltaLink and the Recipient, and **"Party"** means either of them.

"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.

"Representative" means, in relation to a Party, that Party's directors, officers, employees, agents, advisors, counsel and consultants.

"RFP" means the request for proposals issued by AltaLink pursuant to the RFP stage.

"Term" means the time period commencing on the date of this Agreement and ending on the date that is three (3) years following the completion of the CPP.

1.2 Interpretation

In this Agreement, 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, 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, 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 Agreement;
- (h) 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) "Agreement ", "this Agreement", "hereunder", "hereof", "hereto" and words of similar import are references to the whole of this Agreement, 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 Agreement 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; and
- (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".

ARTICLE 2

CONFIDENTIALITY

2.1 Confidential Information

- (a) Other than as set forth in this Agreement, no Party will, and each Party will direct its Representatives not to, disclose any Information to any Person other than its Representatives.
- (b) Each Party agrees and shall cause its Representatives to agree to use the Information only for purposes relating to or in furtherance of the CPP and not to use, exploit or employ the Information for any other purpose or in any other manner.

- (c) Each Party will safeguard and strictly control the dissemination of the Information and, subject to Article 3, not release or disclose any Information to any Person, other than its Representatives, and in each case only those Representatives who need to receive such Information in connection with or in furtherance of the CPP and who have first been informed of and agreed to be bound by or are bound by professional rules of ethics governing confidentiality, the terms of this Agreement. Each Party is responsible for any breach of this Agreement by any of its Representatives or by any other person to whom the Party has provided Information in contravention of this Agreement and shall, upon request, forthwith provide to the other Party a list of all parties to whom Information has been provided.
- (d) Each Party will keep a record of the location of all Information provided to it. Promptly upon the other Party's request therefor, each Party will and will cause its Representatives to: (i) return to the other Party all Information furnished to the other Party or its Representatives, without retaining copies or other reproductions, reports, extracts, notes or other memoranda thereof (whether electronic, magnetic or otherwise); (ii) destroy or have destroyed all reproductions, memoranda, notes, reports, extracts, compilations, analyses and documents and all documents prepared by or in the possession of the Party or its Representatives contained in the Information but which does not itself constitute Information; and (iii) provide to the other Party a certificate that the terms and conditions of this paragraph have been complied with. It is understood that neither this Agreement nor the disclosure of any Information to the other Party should be construed as granting to a Party or any of its Representatives any licence or rights in respect of any part of the Information.

2.2 Permitted Disclosures

The restrictions set forth in Section 2.1(c) do not apply to the release or disclosure of Information that:

- (a) is, at the time of disclosure, or thereafter becomes, a part of the public domain through no violation of this Agreement;
- (b) is required by Applicable Law, any order, proceedings, or otherwise compelled by a Governmental Authority, or the rules or policies of any stock exchange, securities commission or Governmental Authority having jurisdiction in the matter;
- (c) is made in accordance with the terms and provisions of the RFQ or the RFP; or
- (d) is made with the prior written consent of AltaLink and the Recipient.

2.3 Demands for Disclosure by Governmental Authorities

- (a) Recipient acknowledges that AltaLink is subject to the jurisdiction of the Alberta Utilities Commission and as such is required to participate in various regulatory proceedings, which may include proceedings that relate to or involve the CPP.
- (b) If a Party (for the purposes of this Section 2.3(b), the "**Compelled Party**") or any of its Representatives or any other party to whom disclosure of Information has been made in accordance with this Agreement is requested or required by a Governmental Authority (by oral question, interrogatory, request for information or documents, subpoena, civil investigative demand or other process) to disclose Information, the Compelled Party shall promptly notify the

other Party of such request or requirement to allow the other Party to seek, at its sole cost and expense, an appropriate protective order or waive compliance with the provisions of this Agreement.

- (c) If, in the absence of a protective order or the receipt of a waiver hereunder, the Compelled Party, its Representative or other party, as the case may be, is, in the written opinion of the Compelled Party's legal counsel, legally compelled to disclose the Information or else stand liable for contempt or suffer other censure or significant penalty, the Compelled Party, its Representative or other party, as the case may be, from whom the Information was requested or required may disclose to the party compelling disclosure only such of the Information as is required by such party compelling disclosure to the extent of the legal compulsion.
- (d) The Compelled Party, its Representative or other party, shall not be liable for the disclosure of the Information pursuant to this Section 3.2 unless such disclosure was caused by the Compelled Party, its Representative or other party and not otherwise permitted by this Agreement.

2.4 Affiliate Code of Conduct

AltaLink is bound by, and will maintain all Information that it receives from the Recipient in accordance with, the *AltaLink Management Ltd.'s Inter-Affiliate Code of Conduct* created and approved by the Alberta Energy and Utilities Board Decision 2004-068 (August 31, 2004), a copy of which is available at:

<http://www.auc.ab.ca/applications/decisions/Decisions/2004/2004-068.pdf>.

ARTICLE 3 INFORMATION, LIABILITY AND REMEDIES

3.1 Liability

Without limitation and in addition to any other rights a Party may have against the other or arising by reason of any breach hereof, each Party shall:

- (a) be liable to other Party, for any and all direct losses, costs, damages and expenses whatsoever (including legal, accounting and other professional costs, expenses, fees and disbursements, with legal fees on a solicitor-client basis) which the other Party may suffer, sustain, pay or incur; and
- (b) indemnify and hold harmless the other Party against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the other Party or which it may sustain, pay or incur,

resulting or arising, directly or indirectly, from disclosure of any part of the Information contrary to the provisions hereof or any other breach of this Agreement by the breaching Party or its Representatives.

**ARTICLE 4
MISCELLANEOUS**

4.1 No Waiver

No provision of this Agreement may be waived or amended except by written consent of the Party so waiving, which consent shall specifically refer to the provision being so amended or waived. No failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

4.2 Injunctive Relief

The Parties acknowledge that they will be irreparably damaged if any provision of this Agreement is not performed by the other Party or its Representatives in accordance with its terms and that monetary damages would not be sufficient to remedy any breach by a Party or its Representatives of any term or provision of this Agreement and the Parties further agree that they shall be entitled to equitable relief, including injunction and specific performance, in the event of any breach hereof and in addition to any other remedy available at law or in equity.

4.3 Attornment

The Parties hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of Alberta for any actions, suits or proceedings arising out of the interpretation or enforcement of this Agreement (and the Parties agree not to commence any action, suit or proceeding relating thereto except in such courts) and further agree that service of any process, summons, notice or document by personal delivery to its address set forth herein shall be effective service of process for any action, suit or proceeding brought against a Party in any such court. The Parties hereby irrevocably and unconditionally waive any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the matters contemplated hereby in the courts of Alberta and hereby further irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such action, suit or proceeding so brought has been brought in an inconvenient forum.

4.4 No Third Party Beneficiary

This Agreement is for the benefit of the Parties and their successors and assigns and may be enforced by either Party and their successors and assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other.

4.5 Notices

Any notice given under this Agreement shall be delivered as follows:

If to AltaLink:

AltaLink, L.P.
2611 3rd Avenue SE
Calgary, AB T2A 2W7

Attention: **Tarne Chase**
Fax: **403.267.4454**

If to the Recipient:

Attention: _____
Fax: _____

4.6 Severability

If any provision of this agreement is wholly or partially unenforceable for any reason, such unenforceability will not affect the enforceability of the balance of this agreement and all provisions of this agreement shall, if alternative interpretations are applicable, be construed so as to preserve the enforceability hereof.

4.7 Entire Agreement

This agreement, the RFQ and the RFP express the entire agreement between the Parties hereto with respect to the communication and delivery of Information and shall be binding upon and enure to the benefit of the Parties hereto and their respective successors and permitted assigns.

[Signature page to follow.]

IN WITNESS WHEREOF each of the parties hereto has executed this agreement as of the date and year first above written.

**ALTALINK, L.P., by its general partner,
ALTALINK MANAGEMENT LTD.**

Per: _____
Name:
Title:

RECIPIENT NAME:

Per: _____
Name:
Title:

EXHIBIT "IV"
FORM OF INFORMATION REQUEST

AltaLink will distribute copies of all Communications (excluding the name of the Recipient initiating the Communication) and all responses to all Recipients. AltaLink may, in its sole and unfettered discretion, respond or not respond to any Communication.

All Information Requests will be made via email to Matt Hamilton at Matt.Hamilton@Altalink.ca before 4:00 p.m. on June 10, 2011.

Subject:	EPC/EPCm Relationship Agreement Enquiry
Raised By:	(Company, Contact Name)
Date Raised:	
Date Response Required:	
Type of Request:	(Information or Clarification)
Request:	

EXHIBIT "V"
HEALTH, SAFETY AND ENVIRONMENTAL QUESTIONNAIRE