

**Addendum No. 1**  
**dated October 3, 2008 to the**  
**Ontario Power Authority's**  
**Request for Proposals for approximately 350 MW of**  
**Peaking Generation in Northern York Region**  
**Request for Proposals No. NYR-RFP-2008**  
**(the "NYR RFP")**

In accordance with Section 2.3 of the NYR RFP, this addendum contains amendments to the NYR RFP issued and posted on the Generation Procurement website <http://www.powerauthority.on.ca/GP/> on July 31, 2008.

Revisions to the NYR RFP (as posted on July 31, 2008) are set out in a "blackline" copy of the document that is attached to this Addendum. For clarity, the areas that are struck out represent deletions to the NYR RFP (as posted on July 31, 2008) and the areas that are underlined represent additions. The blackline copy is provided for ease of reference.



Ontario Power Authority

Request for Proposals  
for approximately 350 MW of  
Peaking Generation in Northern York Region

Request for Proposals No.: NYR-RFP-2008

RFP Issued: July 31, 2008

RFP Amended by Addendum No. 1: October 3, 2008

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**TABLE OF CONTENTS**

1.	Introduction.....	1
1.1	Context and Purpose .....	1
1.2	Background.....	1
1.3	Eligibility for the NYR RFP .....	1
1.4	The NYR Contract.....	2
1.5	Ontario Power Authority.....	3
2.	NYR RFP Process Overview.....	4
2.1	Overview.....	4
2.2	Schedule .....	4
2.3	Addenda.....	5
2.4	Registration Process.....	6
2.5	Information Sessions .....	7
2.6	Communications .....	9
2.7	Proposal Preparation and Submission.....	11
2.8	Notification of Selected Proponent .....	17
2.9	Debriefing .....	17
2.10	Confidentiality .....	17
3.	Evaluation .....	20
3.1	Stage 1 – Proposal Completeness Requirements.....	20
3.2	Stage 2 – Mandatory Requirements .....	22
3.3	Stage 3 – Rated Criteria.....	39
3.4	Stage 4 – Evaluation and Selection Process.....	52
4.	Terms and Conditions.....	60
4.1	General Terms and Conditions.....	60
4.2	Definitions.....	60
4.3	NYR RFP Documents .....	60
4.4	Compliance.....	61
4.5	Cancellation or Return of Proposal Security.....	61
4.6	Proponent’s Costs .....	62
4.7	Material Breach of “Contract A”.....	62
4.8	Verification.....	62
4.9	Other Procurement Processes .....	63
4.10	NYR Contract .....	63
4.11	Governing Law.....	63
4.12	Reserved Rights.....	63

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Appendix A	-	Glossary
Appendix B	-	Rated Criteria Information Form
Appendix C	-	Conflict of Interest Declaration
Appendix D	-	Economic Bid Statement
Appendix E	-	Intentionally Deleted
Appendix F	-	Proposal Return Label
Appendix G	-	Proposal Security – Form of Letter of Credit
Appendix H	-	Proposal Security – Form of Bid Bond
Appendix I	-	Proposal Submission Form
Appendix J	-	Registration Form
Appendix K	-	Required Connection Areas Map
Appendix L	-	Mandatory Technical Requirements Declaration and Statutory Declaration (Combined)
Appendix M	-	Technical Questionnaire
Appendix N	-	Development Experience Form
Appendix O	-	Tangible Net Worth Form
Appendix P	-	Municipal Response Form

# **1. Introduction**

## **1.1 Context and Purpose**

This NYR RFP is the second step in a two-step process. The first step was taken on January 31, 2008, when the Ontario Power Authority issued a Northern York Region Request for Qualifications (collectively, with its addenda, the “NYR RFQ”). The purpose of the NYR RFQ was to provide the OPA with a degree of assurance that there were interested parties with the technical and financial resources and willingness to undertake the development of the Contract Facility and to identify Qualified Applicants. From the responses to the NYR RFQ, the OPA created a list of Qualified Applicants (as defined in the NYR RFQ) each of which has the capability to build certain electrical generation facilities, as more particularly described in this request for proposals (this “NYR RFP”). The OPA now seeks proposals from Qualified Applicants for the supply of approximately 350 MW of new natural gas-fired peaking generation located in the Northern York Region by delivering reliable electricity supply to the IESO-Controlled Grid.

## **1.2 Background**

The Northern York Region has experienced robust growth in the past few years and this growth has resulted in demand exceeding the capability of the electrical infrastructure serving the region, especially the communities served by the Armitage Transformer Station, which supplies Aurora, East Gwillimbury, King, Newmarket, and Whitchurch-Stouffville, as well as Bradford West Gwillimbury in Simcoe County. It also furthers the goals of the Integrated Power System Plan to use gas-fired generation for high value and high efficiency applications and to replace coal with cleaner sources in the earliest practical time-frame.

## **1.3 Eligibility for the NYR RFP**

Each Qualified Applicant under the NYR RFQ is entitled, but not obligated, to become a Registered Participant under this NYR RFP. Only a Qualified Applicant may become a Registered Participant, and only a Registered Participant may become a Proponent. No other person or entity may participate in this NYR RFP. If a Registered Participant ceases to

have the qualifications of a Qualified Applicant, then, except as expressly provided in this NYR RFP, that Registered Participant may not become a Proponent in this NYR RFP without the prior written consent of the OPA.

The Proponent Team identified by the Proponent is to include, at a minimum, all Designated Team Members and all Designated Equity Providers identified in the Qualified Applicant's RFQ Submission under the NYR RFQ. Except as expressly provided in this NYR RFP, failure to include all such Designated Team Members and Designated Equity Providers on the Proponent Team, without the prior written consent of the OPA, may result in disqualification of the Proposal.

In light of the foregoing, where the OPA's prior written consent is required in any of the circumstances set out above, a request is to be sent to the OPA no later than 10 days before the Proposal Submission Deadline set out in the Schedule by submitting an email to [generation.procurement@powerauthority.on.ca](mailto:generation.procurement@powerauthority.on.ca).

## **1.4 The NYR Contract**

The OPA is seeking to select a single Proposal for a new gas-fired generating facility with a capacity of approximately 350 MW to be located in the Northern York Region as previously described in the NYR RFQ dated January 31, 2008.

The Proponent selected from among the Registered Participants must enter into the NYR Contract. The form of the NYR Contract as contained in the final form of this NYR RFP will not be subject to negotiation and the only amendments thereto that will be permitted will be those that are necessary for the NYR Contract, as executed, to properly reflect the provisions of the Proposal of the Selected Proponent. The Proposal of the Selected Proponent will be attached to and will form part of the NYR Contract, and the provisions of such Proposal will be contractually binding upon the Selected Proponent.

In general, the NYR Contract will require the Proponent to develop and construct the proposed Contract Facility, attain Commercial Operation by the proposed Milestone Date for Commercial Operation, and operate and maintain the proposed Contract Facility during the 20-year Term all in accordance with the provisions of the Selected Proponent's Proposal and the provisions of the NYR Contract.

The final form of the NYR Contract shall be posted on the Generation Procurement Website by the date shown in the Schedule and Qualified Applicants are advised to review the draft NYR Contract in its entirety for a detailed and complete description of the parties' respective rights and obligations thereunder. There will be no negotiations between the OPA and any Registered Participant respecting substantive changes to the NYR Contract after the final form of the NYR Contract is posted.

It is recognized that the existing Market Rules and processes cannot easily integrate peaking-gas facilities, such as the Contract Facility, into the Energy Market and Operating Reserve Market. Qualified Applicants and Registered Participants should note that IESO's Board of Directors has approved a policy direction to integrate peaking-gas facilities into the IESO-Administered Market no later than December 2011.

The NYR Contract is drafted on the basis that the IESO will integrate the physical characteristics of peaking-gas facilities, such as the Contract Facility, into the IESO-Administered Market through changes to the Market Rules and/or other mechanisms prior to Contract Facility COD on the basis that such facilities will be:

- permitted to participate in the Energy Market;
- permitted to participate in the Operating Reserve Market and to bid for Ancillary Services contracts, conditional on the facility's ability to meet the physical and technical requirements necessary to compete for these revenue streams;
- Dispatchable Facilities;
- eligible for payments in respect of Congestion Management Settlement Credits as determined by Section 3.5 of Chapter 9 of the Market Rules "Hourly Settlement Amounts for Congestion Management" similar to other Dispatchable Facilities already in service; and
- eligible for cost guarantee programs that would apply to these facilities provided they can meet the eligibility requirements established for such programs.

## **1.5 Ontario Power Authority**

The OPA is established under the *Electricity Act (Ontario), 1998*, as a statutory corporation that is not a Crown agent. The OPA is authorized to call on the private sector when needed for new generating capacity and demand-side initiatives to be secured through competitive procurement processes.

Credit ratings for the OPA have been issued by Moody's and DBRS and additional information about the OPA can be obtained from the OPA's website at [www.powerauthority.on.ca](http://www.powerauthority.on.ca).

## 2. NYR RFP Process Overview

### 2.1 Overview

This NYR RFP process is divided into two parts and, accordingly, there are two potential submissions:

I	Registration Process	Open to all Qualified Applicants
II	Proposal Submission	Open only to Registered Participants

### 2.2 Schedule

The schedule for this NYR RFP process (the “**Schedule**”) is set out below.

Release of draft NYR RFP, <u>without</u> the NYR Contract	June 6, 2008
Release of draft NYR Contract	June 13, 2008
Technical Information Session (Qualified Applicants only)	June 20, 2008
Release of Economic Bid Evaluation Model	June 27, 2008
Release of draft NYR RFP Appendices	June 30, 2008
Question and Comment Period I	June 6 – July 11, 2008
Release of final NYR RFP and final NYR Contract	July 31, 2008
Registration Deadline for Qualified Applicants to become Registered Participants	August 21, 2008 at 3 p.m, Eastern Time
Question and Comment Period II (Registered Participants only)	August 21 – September 19, 2008

Individual Information Sessions (Registered Participants only)	September 9 & 10, 2008
Comment Period (for Registered Participants to respond to posted answers only)	September 24 -26, 2008
Deadline for Issuing Addenda to the NYR RFP and NYR Contract	October 3, 2008
Proposal Submission Deadline	November 4, 2008 at 3 p.m., Eastern Time
Evaluation of Proposals	November, 2008
Completion of Evaluation and announcement (target date)	December 31, 2008

The OPA reserves the right to accelerate and postpone the dates set out above. The acceleration or postponement of any date up to and including the Registration Deadline for Qualified Applicants to become Registered Participants shown in the Schedule shall be made by way of notice to Qualified Applicants and shall be published on the Generation Procurement Website. The acceleration or postponement of any date thereafter shall be announced on the Generation Procurement Website.

### **2.2.1 Delay of the Evaluation Process**

In the event that the evaluation process is delayed past December 31, 2008, the OPA will for each such day of delay, correspondingly extend each of the Milestone Dates indicated in the Proposal of the Selected Proponent by one day.

## **2.3 Addenda**

This NYR RFP and the NYR Contract may be amended only by Addendum in accordance with this Section 2.3. If the OPA, for any reason, determines that it is necessary or appropriate to amend or provide additional information relating to this NYR RFP or the NYR Contract, such information will be communicated by posting an Addendum on the Generation Procurement Website on or prior to the Deadline for Issuing Addenda. Each Addendum will be deemed to form an integral part of this NYR RFP or the NYR Contract.

Each Addendum may contain important information, including significant changes to this NYR RFP or the NYR Contract, and Qualified Applicants and Registered Participants are

responsible for visiting the Generation Procurement Website as often as is necessary or appropriate to ensure that they obtain all Addenda and other notices issued by the OPA from time to time. Registered Participants must confirm their receipt of all the Addenda issued by the OPA in the Proposal Submission Form attached hereto as Appendix I.

### **2.3.1 Post-Deadline Addenda**

If any Addendum is issued after the Deadline for Issuing Addenda, the OPA may, but is not obligated to, extend the Proposal Submission Deadline for a reasonable amount of time having regard to the circumstances.

## **2.4 Registration Process**

To submit a Proposal in response to this NYR RFP, a Qualified Applicant must first become a Registered Participant by completing the Registration Form attached hereto at Appendix J and providing the non-refundable Registration Fee of \$10,000 plus GST. A separate Registration Form and Registration Fee must be submitted for each Proposal that a Qualified Applicant intends to submit.

The Registration Form must identify the Qualified Applicant and information with respect to the proposed Contract Facility. The information about the proposed Contract Facility contained in the Registration Form is not binding and is not considered to be a Proposal. The inclusion of such information is for the OPA's administrative purposes only.

The Registration Fee must be paid by certified cheque or a bank draft made out in favour of "Ontario Power Authority". The OPA's GST license number is 854195039RT0001. The Registration Fee is not refundable under any circumstances, including circumstances in which a Registered Participant decides to withdraw from the NYR RFP process, or is disqualified or the OPA does not select any Registered Participant's Proposal. For greater certainty, this includes circumstances where a Registered Participant decides, after having paid the Registration Fee, not to submit a Proposal under this NYR RFP. The only circumstance in which Registration Fees will be refunded is in the event that the OPA exercises its rights reserved in this NYR RFP to cancel it.

The Registration Form, populated with relevant information from Proponent, and Registration Fee must be sent to the OPA at the address specified below before the Registration Deadline indicated in the Schedule.

Attention: NYR RFP Registration  
Ontario Power Authority

Suite 1600  
120 Adelaide Street West  
Toronto, Ontario, M5H 1T1

The onus remains solely with the Qualified Applicant to instruct courier and delivery personnel to deliver the Registration Form and Registration Fee to the specified location by the specified deadline. The OPA will not be responsible for late deliveries or deliveries to the incorrect location.

Qualified Applicants who have submitted a Registration Form and Registration Fee will be notified of their status in writing within 15 days after the Registration Deadline.

## **2.5 Information Sessions**

### **2.5.1 Technical Information Session**

Qualified Applicants are entitled to attend a collective Technical Information Session (the “Technical Information Session”), which will be held during business hours in the timeframe set out in the Schedule and scheduled by the OPA, provided that failure of a Qualified Applicant to attend a scheduled Technical Information Session shall not give rise to any obligation of the OPA to schedule another Technical Information Session or the right of a Qualified Applicant to attend an Technical Information Session other than at the time originally scheduled by the OPA.

The purpose of the Technical Information Session is to provide Qualified Applicants with a high level briefing from the OPA project team on the NYR RFP process and the form of NYR Contract. Qualified Applicants can provide input and comments, as well as ask questions and seek clarifications.

The protocol and rules for the Technical Information Session are as follows:

- The Fairness Advisor will monitor the Technical Information Session.
- The Technical Information Session is solely for the purpose of briefing the Qualified Applicants collectively.
- The OPA will not render any opinion on any proposed Contract Facility.
- No OPA attendees will be on the Evaluation Team.
- Any new information provided by the OPA will be made available to all Qualified Applicants.

- Neither party is under any obligation to provide answers.

## 2.5.2 Individual Information Sessions

Each Registered Participant is entitled to one private individual information session per Registration Form (each an “**Individual Information Session**”), which will have a maximum duration of one hour. All Individual Information Sessions will be held at the OPA’s offices during business hours in the timeframe set out in the Schedule and will be scheduled by the OPA. Failure of a Registered Participant or a Proponent to attend a scheduled Individual Information Session shall not give rise to any obligation of the OPA to schedule another Individual Information Session or the right of a Registered Participant or Proponent to attend an Individual Information Session other than at the time originally scheduled by the OPA.

The purpose of the Individual Information Session is to provide the Registered Participant with an opportunity to meet with the OPA project team and to discuss this NYR RFP process, the form of NYR Contract, and, on a confidential basis, the technical elements of its proposed Contract Facility. The information sessions are being offered only to Registered Participants and only as an aid to their understanding of this NYR RFP and the form of NYR Contract. Registered Participants can provide input and comments, as well as ask questions and seek clarifications. The OPA may not be in a position to answer instantly at each session. However, the OPA will endeavour to provide answers by summarizing and posting all inquiries in a generic, anonymous manner on the Generation Procurement Website.

Registered Participants are advised that the final NYR RFP and final NYR Contract supersede all discussions of any kind whatsoever between the OPA and Registered Participants.

With respect to scheduling the Individual Information Sessions, Registered Participants should indicate three timing preferences on their Registration Form. All additional scheduling requests or changes should be sent after the Registration Deadline to [\*\*generation.procurement@powerauthority.on.ca\*\*](mailto:generation.procurement@powerauthority.on.ca) and must include a contact name, email address and phone number.

The protocol and rules for the Individual Information Sessions are as follows:

- The Fairness Advisor will monitor all Individual Information Sessions and report on the conduct of all sessions.
- The Individual Information Sessions are solely for questions and clarification purposes and are not an approval or pre-vetting activity, including but not limited

to the Proposal and the proposed Contract Facility. No “sales presentations” or “pitches” will be permitted.

- The OPA will not render any opinion on any proposed Contract Facility.
- No discussion will be permitted with respect to matters dealing with the price submission for a project, in particular the Economic Bid Statement, with the exception of clarifications of terms and conditions in the NYR Contract affecting financial considerations.
- There will be no verbatim recording of the Individual Information Sessions. The OPA and the Registered Participants may record notes for their own purposes; however no distribution of any notes between the OPA and the Registered Participant will be permitted. Further, no such notes shall constitute any part of the NYR Contract nor other legal obligation of the OPA. No such notes may be tendered in court as evidence in any suit or action against the OPA.
- No OPA attendees will be on the Evaluation Team.
- Any new information provided by the OPA to a Registered Participant will be made available to all Registered Participants.
- The OPA has the right to make public any changes or new information resulting from the Individual Information Sessions that affect all Registered Participants. Such changes or new information will be posted on the Generation Procurement Website in the form of generic, anonymous questions or comments, as well as via Addenda.
- Neither party is under any obligation to provide answers.
- Either party can provide hand outs or visual aids but they will be returned, upon request, to the originating party at the end of the Individual Information Session.

The protocol and rules may be varied in the Discretion of the OPA but will be applied in the same manner among all Registered Participants.

## **2.6 Communications**

This NYR RFP, the NYR Contract and any related documentation will be accessible via the Generation Procurement Website.

The OPA does not wish to shut down essential or appropriate communications for the purposes of electrical connection, site control, community liaison or support, permitting, licensing, engineering and project planning and development, regulatory compliance and compliance with the requirements of this NYR RFP, including Sections 3.3.2, 3.3.3 and 3.3.4

(collectively, the “Permitted Purposes”). Therefore, the following communications rules apply to all Qualified Applicants and Registered Participants:

- (a) Communications between a Qualified Applicant or Registered Participant and another party at this point of the procurement process must be only for the Permitted Purposes and for no other purposes.
- (b) Permitted communications include communications by a Qualified Applicant or Registered Participant with MPPs, mayors, municipal officials, municipal administrative staff, the media, members of the public, for the Permitted Purposes and for no other purposes.
- (c) No Qualified Applicant or Registered Participant may communicate for the purposes (the “Excluded Purposes”) of:
  - (i) obtaining an unfair advantage in respect of the NYR RFP;
  - (ii) influencing the terms or outcome of the NYR RFP (other than strictly on the basis of and in accordance with Section 3 of this NYR RFP);
  - (iii) influencing government officials, regulatory officials or the management or staff of the OPA, IESO, OEB or Hydro One with respect to changes to laws, regulations, rules, policies, or guidelines (including the Market Rules), but excluding applications for permits, approvals or technical arrangements;
  - (iv) making comparisons between its proposed Contract Facility and the proposed Contract Facilities of other Qualified Applicants or Registered Participants;
  - (v) denying any other Qualified Applicant or Registered Participant fair, open and impartial consideration; or
  - (vi) impairing public confidence in the process or outcome of the NYR RFP.
- (d) The onus shall be on a Qualified Applicant or Registered Participant to demonstrate that any communications by it in relation to this NYR RFP that have not been promptly and publicly disclosed (whether on the Qualified Applicant’s or Registered Proponent’s website or otherwise) were not communications for Excluded Purposes.
- (e) Communication for any Excluded Purposes shall be and is hereby expressly excluded from the Permitted Purposes.

- (f) Communications with any member of the OPA’s board of directors, the Evaluation Team or its advisors, other than as expressly provided in this NYR RFP, would be considered to be communications for Excluded Purposes. Communications with IESO staff, Ministry of Energy staff are permissible only for Permitted Purposes. Qualified Applicants or Registered Proponents may not use opportunities for communication with IESO or Ministry of Energy staff or any other person for Permitted Purposes to carry out communications for Excluded Purposes.

If the Qualified Applicant or Registered Participant has any questions regarding the appropriateness of specific communications, they are advised to seek clarification from the OPA via the email address: [\*\*generation.procurement@powerauthority.on.ca\*\*](mailto:generation.procurement@powerauthority.on.ca).

The OPA shall have the right to request and obtain from a Qualified Applicant or Registered Participant, and the Qualified Applicant or Registered Participant shall if so requested promptly provide to the OPA, information or clarification regarding the appropriateness of any communications of such Qualified Applicant or Registered Participant in relation to or arising out of this NYR RFP. The Qualified Applicant or Registered Participant shall provide all information reasonably necessary or appropriate to allow the OPA to assess whether such communications are or were for Permitted Purposes or not.

In cases of breach of the foregoing communications rules, the OPA may, in its Discretion, without any liability, cost or penalty, revoke the status of a Qualified Applicant as such, revoke the status of a Registered Participant as such (without any refund of the Registration Fee) and reject any Proposal proposed to be submitted or actually submitted by a Registered Participant.

The communications rules set out above shall not prohibit a Qualified Applicant or Registered Participant or Selected Proponent from publishing any notice that is required in connection with obtaining any regulatory approvals required for the development of the proposed Contract Facility.

No Qualified Applicant or Registered Participant shall engage in any communications that would constitute a Conflict of Interest or that would breach the Non-Collusion Requirements.

## **2.7 Proposal Preparation and Submission**

Only Qualified Applicants may become Registered Participants. Only Registered Participants may submit Proposals and thereby become Proponents.

Registered Participants are responsible for ensuring that the Proposals are complete in every respect and in compliance with the NYR RFP. Proponents must structure their Proposals in accordance with the instructions in the NYR RFP. Where information is requested in the NYR RFP, any response made in a Proposal should reference the applicable section numbers of the NYR RFP where such request is made.

Apart from the completion of any blanks, bullets or similar uncompleted information in the Required Forms, a Proponent may not make amendments to the pre-printed wording of the Required Forms. The Required Forms will be made available on the Generation Procurement Website in writable PDF format following the Deadline for Issuing Addenda. Any amendments made to the Required Forms, whether on the face of such forms or contained elsewhere in the Proposal, may result in the disqualification of the Proposal. All Required Forms populated with relevant information from Proponent must be signed by a director, officer or other person who has the authority to bind the Proponent.

Certain Required Forms are, or contain, declarations. The onus is solely on Proponents to conduct all investigations and verifications necessary or appropriate, including any investigations required of any member(s) of the Proponent Team, necessary to confirm that each of the statements set out in the declarations can be made accurately and truthfully. If, the OPA determines in its Discretion that any matter declared is not materially true and correct, then the Proposal may be invalidated and disqualified, and the OPA may, in addition to any other remedies available at law or in equity, draw upon the Proposal Security. In instances where there are discrepancies or inconsistencies between the declarations in the Required Forms populated with relevant information from Proponent and those in the Proposal, the declarations in the Required Forms populated with relevant information from Proponent shall prevail over any of the declarations made by the Proponent in the Proposal.

Certain of the Mandatory Requirements (specifically, those required pursuant to Sections 3.2.3, 3.2.4, and 3.2.5) require the provision of information that may already have been provided previously by a Qualified Applicant under the NYR RFQ dated January 31, 2008. If the information provided previously pursuant to the NYR RFQ is the same as the information requested in a particular Required Form, it will not be necessary for a Registered Participant to duplicate its efforts. The Registered Participant should refer in the particular Required Form to the particular provision of the Qualification Submission it made under the NYR RFQ and state on that Required Form that the information sought on that Required Form is the same as in a particular response to the NYR RFQ, should set out the exact location (page and section) of the relevant portion of the Qualification Submission and should state that such information is incorporated by reference into the Required Form.

If certain information provided by the Qualified Applicant in its Qualification Submission in response to the NYR RFQ is substantially the same as, but not identical to, certain information to be provided pursuant to this NYR RFP, the Registered Participant should

- (i) state that the information sought on the Required Form is substantially the same as a particular response given pursuant to the NYR RFQ,
- (ii) set out the exact location (page and section) of the relevant portion of the Qualification Submission,
- (iii) state that such relevant portion of the Qualification Statement is incorporated by reference into the Required Form,
- (iv) state that the information sought on the Required Form differs from the original in certain particulars, and
- (v) set out the particulars of the differences. For clarity, this procedure applies only to responses made pursuant to Sections 3.2.3, 3.2.4 and 3.2.5.

The Proposal must be written in English only, and should be typed or printed neatly in black ink on **both sides** of 8.5 x 11 inch paper and all pages should be numbered sequentially. Proposals should be collated and organized in a user-friendly manner, containing detailed responses and referencing any attached substantiating documentation.

### **2.7.1 Proposal Submission Requirements**

To be considered, a Proposal must be received by no later than the Proposal Submission Deadline at the following address:

**BNY Trust Company of Canada  
4 King Street West  
Suite 1101  
Toronto, Ontario  
M5H 1B6**

Any Proposal arriving after the Proposal Submission Deadline will not be considered and will be returned unopened to the Proponent.

A Proponent may submit Proposals for more than one proposed Contract Facility, subject to the Non-Collusion Requirements, provided that the Proponent properly submitted a separate Registration Form and Registration Fee for each such proposed Contract Facility. Only one Proposal for one proposed Contract Facility may be submitted by a Proponent on one Registration Form. Each Registration Form requires payment of a separate Registration Fee.

For a particular Proposal to be considered by the OPA, the Registered Participant must describe the Contract Facility, Proponent Team and Designated Equity Providers previously proposed in its Qualification Submission under the NYR RFQ, as required in the Technical Questionnaire and the other Required Forms. The Contract Facility, Proponent Team and Designated Equity Providers described in a Proposal may vary from that proposed in the NYR RFQ. However, where a Registered Participant, in a response to any question in the Technical Questionnaire or other Required Forms, provides information other than that provided to the corresponding or similar question in the NYR RFQ, or where the proposed Contract Facility, Proponent Team or Designated Equity Providers vary in any other way from that in the Registered Participant's NYR RFQ Qualification Submission, the onus shall be on the Registered Participant to demonstrate that:

- (i) in the case of the proposed Contract Facility, such proposed Contract Facility, as varied, shall meet or exceed all relevant material technical specifications, site control requirements and required connection points required by Sections 3.3.1 through 3.3.3, inclusive, of the NYR RFQ;
- (ii) in the case of the Proponent Team, such proposed Proponent Team, as varied, shall meet or exceed the experience of the Proponent Team required by Section 3.3.4 of the NYR RFQ; and
- (iii) in the case of the Designated Equity Providers, such proposed Designated Equity Providers, as varied, shall meet or exceed the Tangible Net Worth requirements of Section 3.3.5 of the NYR RFQ.

The decision as to whether the proposed Contract Facility, Proponent Team or Designated Equity Providers meet or exceed the above requirements shall be in the Discretion of the OPA. Such variations may not depart from those contained in the Qualification Submission to such an extent that acceptance by the OPA of such variations would prejudice the goal of achieving a competitive procurement process or would result in unfairness to other Qualified Applicants or Registered Participants.

Without limiting the foregoing in this Section 2.7.1, the OPA may refuse to permit such variations to the Contract Facility, the Proponent Team or the Designated Equity Providers if the variations would, either individually or in the aggregate, in the OPA's Discretion, result in a weaker Proposal than the Proposal reasonably expected based on the Qualification Submission, in a Proposal that would fail to meet the Mandatory Requirements, or in a Proposal the acceptance of which would be unfair to other Qualified Applicants or Registered Participants.

Each Proposal from a Proponent must meet the Proposal Completeness Requirements. The specific submission requirements applicable to the Proposal, the Proposal Security and the Economic Bid Statement are described below.

A Proponent must submit the following:

- **Proposal**

One original hard copy of its Proposal, excluding the Proposal Security and the Economic Bid Statement (each to be submitted in separate envelopes as provided below), prominently marked “Original Copy”, 10 additional collated copies of its Proposal and one electronic version of the Proposal provided on a CD-ROM. Subject to the provision set out in Section 2.7 respecting incorporation by reference of responses previously provided under the NYR RFQ, all copies of each Proposal, including the electronic version, must include every document in the Proposal. The electronic version should be electronically searchable. In the event of a conflict between the hard copy and the electronic copy of the Proposal, the hard copy of the Proposal will prevail.

- **Proposal Security**

One original hard copy of its Proposal Security which must be contained in a separate envelope marked “Proposal Security”.

- **Economic Bid Statement**

One original hard copy of its Economic Bid Statement which must be contained in a separate, opaque and sealed envelope marked “Economic Bid Statement”.

The additional envelopes for the Proposal Security and the Economic Bid Statement should clearly state the Proponent’s name and the name of the proposed Contract Facility.

The entire Proposal (including the envelope containing the Proposal Security and the envelope containing the Economic Bid Statement) should be contained in a sealed package.

The Proposal Return Label in the form attached as Appendix F should be affixed to the outside of the sealed package. In addition to the Proposal Return Label, the outside of the sealed package should also have the title “NYR RFP - Proposal” prominently marked. The full legal name of the Proponent and its return address should also appear on the outside of the sealed package.

All submitted Proposals become the property of the OPA and shall not be returned to the Proponent.

## **2.7.2 Amending or Withdrawing Proposals**

At any time prior to the Proposal Submission Deadline, a Proponent may amend or withdraw a submitted Proposal for any reason. Any such withdrawal shall not entitle the Proponent to a refund of its Registration Fee paid to the OPA pursuant to Section 2.4. The right of Proponents to amend or withdraw Proposals prior to the Proposal Submission Deadline includes amendments or withdrawals wholly initiated by Proponents and amendments or withdrawals in response to subsequent information provided by Addenda

to the NYR RFP or NYR Contract. Any amendment to a Proposal made prior to the Proposal Submission Deadline should clearly indicate what part of the Proposal the amendment is intending to affect or replace.

After the Proposal Submission Deadline, a Proponent may not amend or withdraw its Proposal, although the Evaluation Team may request further clarification, information, statements or documentation.

### **2.7.3 Irrevocability**

Proposals shall be irrevocable in the form submitted by the Proponent for 90 days from the Proposal Submission Deadline (the “**Period of Irrevocability**”).

If the OPA wishes to extend the Period of Irrevocability, the OPA shall submit a request prior to the expiry of the 90 days, to those Proponents whose Proposals are, at the time of the request, still being considered in the evaluation process. A Proponent may, in its discretion, refuse to extend the Period of Irrevocability and in such case must notify the OPA of such intent within five Business Days after such request was made.

If a Proponent refuses to extend the Period of Irrevocability, the Proponent’s Proposal shall continue to be irrevocable in accordance with the original Period of Irrevocability.

If the OPA determines in its Discretion that it will be unable to award a contract prior to the expiration of the original Period of Irrevocability, it will, after the expiration of the original 90-day period, cease to consider the Proposal(s) of a Proponent who has refused the OPA’s request to extend the original Period of Irrevocability. The OPA will continue to evaluate Proposals of those Proponents who have consented to an extension to the original Period of Irrevocability and award a contract, if at all, only to one of such remaining Proponents.

### **2.7.4 Changes to Proponent Team**

Proponents are advised that no changes in the Proponent Team set forth by the Proponent in its response to this NYR RFP shall be permitted between the Proposal Submission Deadline and the execution of the NYR Contract without the prior written consent of the OPA, which may be withheld at OPA’s Discretion. Any changes made without the prior written consent of the OPA may result in disqualification of the Proposal.

## 2.8 Notification of Selected Proponent

The OPA will notify the Selected Proponent in writing and verbally of its selection. The Selected Proponent must (i) submit its Completion and Performance Security within 8 Business Days of such notification, and (ii) execute the NYR Contract within 10 Business Days of such notification.

Should the Selected Proponent fail to deliver either (i) the Completion and Performance Security, or (ii) the executed NYR Contract within the required timeframes, the OPA may disqualify such Selected Proponent and may select another Proponent in its place. If a Proponent fails to deliver the Completion and Performance Security and/or the executed NYR Contract, the OPA shall be entitled to draw upon the Proposal Security.

Once the NYR Contract has been executed and delivered to the OPA by the Selected Proponent, the OPA will notify all other Proponents of their statuses. Subsequently, the OPA will make a public announcement of the Selected Proponent and its Contract Facility.

## 2.9 Debriefing

Any Proponent that is not the Selected Proponent may request a debriefing after being notified of their status. Requests must be made in writing through the [generation.procurement@powerauthority.on.ca](mailto:generation.procurement@powerauthority.on.ca) email address and must be made within 30 days of such notification. The intent of the debriefing session is to assist the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not offered for the purpose of providing an opportunity to challenge this NYR RFP procurement process or result. For clarity, no information given in such debriefing may be used for the purposes of challenging the NYR RFP process or result.

## 2.10 Confidentiality

All information provided by a Qualified Applicant or Registered Participant is subject to, and may be released in accordance with, the provisions of the *Freedom of Information and Protection of Privacy Act* (Ontario). The Qualified Applicant or Registered Participant will clearly indicate in a separate confidentiality statement, in a form provided by the Qualified Applicant or Registered Participant, any portion of the Registration Form or the Proposal that contains proprietary or confidential information for which confidentiality is to be maintained by the OPA and its advisors. Such portions of the Registration Form or the Proposal must be clearly marked "Proprietary and Confidential" by the Qualified

Applicant or Registered Participant. A form of confidentiality statement is to be provided by the Qualified Applicant or Registered Participant. If no confidentiality statement is provided or no corresponding information identified as confidential or proprietary, the Qualified Applicant or Registered Participant will be automatically deemed to certify to the OPA that no portion of the Registration Form or the Proposal contains proprietary or confidential information for which confidentiality is to be maintained by the OPA or its advisors.

The confidentiality of any information identified by the Qualified Applicant or Registered Participant as proprietary and confidential will be maintained by the OPA and its advisors, except where an order by the Information and Privacy Commissioner, a court or a tribunal requires the OPA to do otherwise. Notwithstanding the foregoing, the OPA shall not be required to maintain the confidentiality of any such information that:

- is or becomes generally available to the public without fault or breach on the part of the OPA or its advisors of any duty of confidentiality owed by the OPA and its advisors to the Qualified Applicant or Registered Participant or to any third party;
- the OPA and its advisors can demonstrate had been rightfully obtained by the OPA or its advisors, without any obligation of confidence, from a third party who had the right to transfer or disclose such information to the OPA and its advisors free of any obligation of confidence;
- the OPA and its advisors can demonstrate had been rightfully known by, or in the possession of, the OPA and its advisors at the time of disclosure, free of any obligation of confidence when disclosed; or
- has been independently developed by the OPA and its advisors.

Proposals will, as necessary or appropriate, be disclosed on a confidential basis to the Evaluation Team, the Government of Ontario, Hydro One, the IESO, the Fairness Advisor, the OPA's counsel and other advisors retained in connection with this NYR RFP and in the evaluation of the Proposals.

All information provided by or obtained from the OPA in any form in connection with this NYR RFP process other than through the Generation Procurement Website is the sole property of the OPA and must be treated as confidential, and:

- is not to be used for any purpose other than replying to this NYR RFP;
- must not be disclosed without the prior written authorization of the OPA; and
- must be returned by the Qualified Applicant or Registered Participant to the OPA immediately upon the request of the OPA.

Notwithstanding this Section 2.10, the OPA may publish or otherwise disclose the following information regarding the Proposals, Qualified Applicants, and Registered Participants:

- Name of Qualified Applicant or Registered Participant;
- proposed Contract Facility name; and
- proposed Contract Facility location.

### 3. Evaluation

The evaluation of Proposals will be conducted by the OPA in four distinct Stages as follows:

**Stage 1 – Proposal Completeness Requirements:** In Stage 1, each Proposal will pass or fail depending on whether the Proposal meets all the Proposal Completeness Requirements.

**Stage 2 – Mandatory Requirements:** In Stage 2, each Proposal will pass or fail depending on whether the Proposal meets each of the Mandatory Requirements.

**Stage 3 – Rated Criteria:** In Stage 3, each Proposal that passed Stage 2 will be awarded a point score, up to a maximum of 100 points, based on the Proponent's responses to the information requested for the purposes of Stages 1, 2 and 3. Each Proponent's responses will be reviewed by the OPA and evaluated against the Rated Criteria. In order to proceed to Stage 4, a Proposal must achieve the Minimum Required Total Point Score.

**Stage 4 – Economic Bid Evaluation and Selection:** In Stage 4, each Proposal that passed Stage 3 will have its Economic Bid Statement opened and evaluated, as further described in Section 4, in order to determine its Evaluated Cost. Each Proposal shall have its Evaluated Cost discounted by a factor that is proportional to the Total Point Score received in Stage 3 in order to determine the Proposal's Adjusted Evaluated Cost. Subject to the internal governance procedures of the OPA, the Proposal with the lowest Adjusted Evaluated Cost will be selected in accordance with Section 3.4 and the Proponent of such Proposal will be the Selected Proponent and will be required to enter into the NYR Contract.

A Proposal must meet the requirements of each Stage in order to proceed to the next Stage. Those Proposals that fail any of evaluation Stages 1, 2, 3, or are found to have failed to provide the information required for the Economic Bid Statement, will be disqualified and will not be evaluated further.

#### 3.1 Stage 1 – Proposal Completeness Requirements

The population of the Required Forms with Proponent information is necessary to satisfy Proposal Completeness Requirements. Each Proposal will pass or fail in Stage 1 depending on whether it contains all the Required Forms, duly populated with relevant information from Proponent, signed (if applicable) and submitted to the OPA (collectively, the "Proposal Completeness Requirements"). Proposals that do not satisfy the Proposal Completeness Requirements will not be evaluated further and will be rejected.

Completion and submission of the following forms (collectively, the “**Required Forms**”) is required to meet the Proposal Completeness Requirements:

**Proposal Submission Form**

The completed Proposal Submission Form must be submitted.

**Executive Summary**

An Executive Summary must be submitted.

**Technical Questionnaire**

The completed Technical Questionnaire must be submitted.

**Development Experience Form**

The completed Development Experience Form must be submitted.

**Tangible Net Worth Form**

The completed Tangible Net Worth Form must be submitted.

**Rated Criteria Information Form**

The Rated Criteria Information Form must be submitted.

**Economic Bid Statement**

The Economic Bid Statement must be submitted as further provided in Section 2.7.1.

The Economic Bid Statement must not be disclosed or described in any other part of the Proposal, failing which the Proposal shall be disqualified.

**Proposal Security**

The Proposal Security must be submitted as set out in Section 2.7.1.

**Mandatory Technical Requirements Declaration and Statutory Declaration**

The completed Mandatory Technical Requirements Declaration and Statutory Declaration must be submitted.

**Conflict of Interest Declaration**

The Conflict of Interest Declaration must be submitted.

**Registration Form and Notification**

A copy of the applicable Registration Form and response letter from the OPA confirming the status of the Proponent must be included.

## 3.2 Stage 2 – Mandatory Requirements

Each Proposal will pass or fail Stage 2 depending on whether it meets the following mandatory requirements (the “**Mandatory Requirements**”).

Proposals that do not satisfy each of the Mandatory Requirements will not be evaluated further and will be rejected.

The Mandatory Requirements are set out below in Sections 3.2.1 through 3.2.17 inclusive.

### 3.2.1 Executive Summary

The Executive Summary, which is not to exceed four (4) pages, must summarize information about the proposed Contract Facility and the Proponent Team. The Executive Summary must include, but is not limited to, the following:

**a) The proposed Contract Facility:**

- A description of the location of the proposed Contract Facility, including the municipal address, as well as the proposed Milestone Dates for Financial Closing and the Commercial Operation Date of the proposed Contract Facility.
- A short description of the proposed Contract Facility including:
  - an overview of major equipment, including the manufacturer(s) and ratings;
  - the number of generating units of each technology (gas turbines, etc.);
  - a description of the proposed configuration;
  - a description of the cooling cycle technology;
  - details regarding the fuel to be used by the facility including the fuel delivery system and fuel suppliers;
  - the footprint (including stack heights and any physical features) of the proposed Contract Facility;
  - details regarding air and noise emissions and proposed mitigating technologies;
  - the location of the Connection Point;
- A short description of any other redundancy measures that may be employed; and
- an overview of the proposed operation of the proposed Contract Facility, including the expected number of employees and any unmanned operation capabilities.

**b) The Proponent Team:**

- a description and/or a schematic representation of the organizational structure outlining ownership and contractual links among all entities and/or individuals involved in the development, construction, financing and operation of the proposed Contract Facility;
- a summary of the business arrangements for the development, construction and operation of the proposed Contract Facility; and
- a short description of the key personnel involved in the preparation of the Proposal and in the development of the proposed Contract Facility.

### **3.2.2 Identity of Proponent**

The Proponent must be the Registered Participant or a Control Group Member of a Registered Participant.

This requirement must be satisfied by the Proponent's statement in its response to the Technical Questionnaire. Proponents must also submit a copy of the applicable Registration Form and response letter from the OPA confirming the status.

### **3.2.3 Development Experience**

The development experience requirements are designed to provide the OPA with assurance that the Proponent Team has sufficient experience in planning and developing, and constructing one or more Designated Facilities.

**(a) Company Experience**

The Proponent must demonstrate that the Proponent or its Control Group Member has successful experience with planning and developing one or more Designated Facilities. This requirement is meant to demonstrate the experience of the Proponent or its Control Group Member in planning and developing Designated Facilities.

Designated Facilities used to support this requirement must have been developed under circumstances where the Proponent or Control Group Member has had primary responsibility for such Designated Facilities, either as prime contractor for planning and development or as design/builder.

This requirement must be satisfied by the Proponent's responses in the Development Experience Form.

**(b) Designated Team Members' Experience**

The Proponent must have at least three individuals who are Designated Team Members, of which at least two individuals must be Designated Employees.

Each Designated Team Member must have experience with at least one Designated Facility. The Designated Facility does not need to be the same for all the Designated Team Members.

In addition, at least:

- one Designated Team Member must, in a Managerial Capacity, have planned and developed a Designated Facility;
- an additional one Designated Team Member must, in a Managerial Capacity, have overseen the construction of a Designated Facility.

This requirement is meant to demonstrate the experience of the actual Designated Team Members in planning and developing and/or overseeing construction of Designated Facilities. The experience of the Designated Team Members does not need to have been earned with the Qualified Applicant or Control Group Member.

This requirement must be satisfied by the Proponent's responses in the Development Experience Form.

Proponents should not re-submit the identical information that was submitted in response to Section 3.3.4 of the NYR RFQ but should either (i) confirm that the response is the same, or (ii) if the response is not the same, explain how the response differs. See Section 2.7 and Appendix N.

### **3.2.4 Tangible Net Worth**

#### **(a) General Requirement**

This requirement is designed to provide the OPA with assurance that the Proponent has sufficient financial resources to finance and develop the proposed Contract Facility so that the proposed Contract Facility can be reasonably expected to attain Commercial Operation on or before December 31, 2011.

To pass this requirement, the Proponent must demonstrate that any one equity provider that accounts for 50% or more of the total proposed Contract Facility equity, or if applicable, any group of equity providers that together account for 50% or more of the total equity of the proposed Contract Facility (the "**Designated Equity Provider(s)**"), has an individual Tangible Net Worth (or a collective Tangible Net Worth, in the case of a group of Designated Equity Providers), of \$150,000,000:

- at the end of each of the last two (2) fiscal years, and

- at the end of the most recently completed fiscal quarter (if the most recently completed fiscal quarter is not already contained in the last two fiscal years set out above).

To satisfy this requirement, the Proponent must provide the information required by Sections 3.2.4(a) through (e), inclusive, in and attached to the Tangible Net Worth Form.

**(b) Year-End Financial Statements**

The Proponent must attach audited year-end financial statements, as required by GAAP, of the Designated Equity Provider(s) with respect to the last two (2) fiscal years for which audited statements have been issued.

Notwithstanding the foregoing, a Designated Equity Provider who is an individual shall be permitted to provide unaudited financial statements instead of audited financial statements in response to this requirement together with a statutory declaration of such person stating that such unaudited financial statements present fairly, in all material respects, the financial position of the Designated Equity Provider in conformity with GAAP. However, all other Designated Equity Provider(s) that do not have audited financial statements do not satisfy the requirements of this Section 3.2.4(b).

**(c) Most Recently Completed Quarter Financial Statement**

The Proponent must submit audited financial statements of the Designated Equity Provider(s) with respect to:

- its most recently completed fiscal quarter, or
- if the Designated Equity Provider is an issuer of securities that are publicly traded, the most recently completed fiscal quarter for which financial statements have been publicly issued.

If audited financial statements are not available for its most recently completed fiscal quarter (or, for an issuer of publicly-traded securities, the most recent quarter for which financial statements have been publicly issued), the Proponent must submit unaudited financial statements in response to this requirement together with a statutory declaration of an officer of the Designated Equity Provider(s) (or the Designated Equity Provider if it is an individual) stating that such financial statements present fairly, in all material respects, the financial position of the Designated Equity Provider in conformity with GAAP.

**(d) Methodology**

The Proponent must attach a summary outlining and describing the methodology used to determine the Tangible Net Worth requirements of Section 3.2.4.

**(e) Confirmation**

The Proponent must attach a confirmation from an officer of the Designated Equity Provider (or the Designated Equity Provider if it is an individual, with respect to (a) below), either methodology:

- in the form of a certificate to the best of his or her knowledge; or
- if the Designated Equity Provider is an issuer of securities that are publicly traded, in the form of a public update by the Designated Equity Provider within sixty (60) days of its most recently completed fiscal quarter as to the Designated Equity Provider's financial condition,

that since the date of the latest of the financial statements provided above, no facts or circumstances have arisen that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements submitted in response to this requirement. Without limiting the generality of the foregoing and for purposes of this Section 3.2.4(e), facts and circumstances that, estimated reasonably and in accordance with GAAP, result in a reduction in Tangible Net Worth below the minimum Tangible Net Worth required by this Section 3.2.4(e) shall be deemed to materially adversely affect the Designated Equity Provider's financial condition. If, and to the extent that, there are facts or circumstances that would materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements, the Proponent must also provide a statutory declaration of the Designated Equity Provider stating, in detail:

- any facts or circumstances that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements submitted in response to this requirement; and
- any facts or circumstances that are reasonably expected to materially adversely affect the Designated Equity Provider's financial condition as set out in the annual reports or financial statements submitted in response to this requirement; and
- the revised value of the Designated Equity Provider's Tangible Net Worth, estimated reasonably and in accordance with GAAP having regard to the facts and circumstances set out in Section 3.2.4(e), together with the calculations supporting such revised value of the Designated Equity Provider's Tangible Net Worth.

Proponents should not re-submit the identical information that was submitted in response to Section 3.3.5 of the NYR RFQ but should either (i) confirm that the response is the same, or (ii) if the response is not the same, explain how the response differs. See Section 2.7 and Appendix O.

### **3.2.5 Site Control**

The Proponent must evidence site control by having, at a minimum, an option to purchase, lease, license or use the land(s) for the site, in each case with appropriate rights of use for an appropriate period of time, as determined in the Discretion of the OPA. Any such option must be exercisable by the Proponent for at least 180 days after the Proposal Submission Deadline. The Proponent must be able to exercise site control no later than the proposed Financial Closing date with site control expiring no sooner than the end of Term.

This requirement must be satisfied by the Proponent's statement in its response to the Technical Questionnaire.

In addition to providing the Proponent's statement confirming its control of the site, the Proponent must also provide supporting documentation in the form of either:

- a certified copy of an executed agreement(s) entitling the Proponent to an option to lease, licence or purchase the land(s) for the proposed Contract Facility with appropriate rights of use for an appropriate period of time, as determined in the Discretion of the OPA; or
- a certified copy of a registered title, lease or licence.

The Proponent is permitted to redact pricing and other proprietary information from the supporting documentation, as long as this information is not needed in order for the Evaluation Team to evaluate the evidence for purposes of this requirement.

For proposed Contract Facilities involving Crown resources, including Crown land for transmission, distribution and ancillary structures, the Proponent must submit written confirmation from the appropriate Ministry, or Ministries, that the Proponent has been granted the opportunity to pursue development of the proposed Contract Facility. Such written confirmation may be in the form of a "Site Release" or a copy of the letter from the appropriate Ministry, or Ministries, confirming the Proponent's land tenure (i.e. that the Proponent has been identified as the "Applicant of Record" or has been granted an "Option to Lease Agreement").

Proponents should not re-submit the identical information that was submitted in response to the NYR RFQ but should either (i) confirm that that the response is the same, or (ii) if the response is not the same, explain how the response differs. See Section 2.7.

### **3.2.6 Environmental Assessment**

The Proponent must evidence that it has commenced the Environmental Screening Process in accordance with the Ontario Ministry of the Environment's "Guide to Environmental Assessment Requirements for Electricity Projects" (the "EA Guide") dated March 2001, as

referred to in *O. Reg. 116/01* to the *Environmental Assessment Act* (Ontario) entitled “Electricity Projects”.

To meet this requirement, the Proponent must, in the Technical Questionnaire, identify whether the proposed Contract Facility belongs to Category A, B or C (as those categories are described in the EA Guide). In addition, the Proponent must submit one of the following:

- For proposed Contract Facilities belonging to Category A, the Proponent will satisfy this requirement in its response to the Technical Questionnaire confirming that the proposed Contract Facility is not subject to the Environmental Assessment Act (Ontario).

Or:

- For proposed Contract Facilities belonging to Category B, the Proponent must submit a copy of the published “Notice of Commencement of a Screening”, or “Notice of Commencement of an Environmental Review”, together with a statement of where and when such publication was published if it is not already set out on the notice.

Or:

- For proposed Contract Facilities within Category C as referred to in the EA Guide (i.e. a project which requires an individual environmental assessment), the Proponent must submit a copy of the “Terms of Reference” as submitted to the Ministry of the Environment in respect of such individual environmental assessment, together with a statement of the date of such submission if it is not already set out on the submission.

### **3.2.7 Fuel Supply**

The proposed Contract Facility must obtain gas distribution services from either Enbridge Gas Distribution Inc. or Union Gas Limited, or their successors, and the Proponent must not construct, own, or operate the gas pipeline that serves the proposed Contract Facility.

To satisfy this requirement, the Proponent must identify the gas distribution service company in the Technical Questionnaire.

### **3.2.8 Gas Management Overview**

The Proponent must acknowledge that it can satisfy the GD&M Performance Requirements as set out in Exhibit S of the NYR Contract.

This requirement must be satisfied by the Proponent's response to the Technical Questionnaire and by providing a Gas Management Overview ("**Gas Management Overview**") that includes, but is not limited to, the following:

- An overview for obtaining fuel supply and all gas delivery and management services required to operate the proposed Contract Facility, including transportation and distribution services and gas storage and balancing services;
- Identification of the risks related to obtaining the fuel supply and gas delivery and management services, including the risks associated with any pipeline or storage construction projects;

Identification of options for mitigating these risks.

The Gas Management Overview should contain the information requested herein. Notwithstanding the provisions in the NYR Contract Exhibit S that provide for a Gas Management Plan 60 days following the date of the NYR Contract, at the Discretion of the OPA, failure to provide such sufficient detailed information may result in the disqualification of the Proposal in Stage 4.

### **3.2.9 Contract Facility**

The proposed Contract Facility must

- (a) be a New Build or an Expansion. With respect to an Expansion, only the Contract Capacity relating to the Expansion is eligible for participation in this NYR RFP. For greater certainty, neither an Existing Generating Facility nor an Upgrade is eligible.

This requirement must be satisfied by the Proponent's statement in response to the Technical Questionnaire.

- (b) be a Dispatchable Facility.

This requirement must be satisfied by the Proponent's statement in response to the Technical Questionnaire.

- (c) be a simple cycle configuration generating facility.

To satisfy this requirement, the Proponent must identify the generating facility configuration in the Technical Questionnaire.

- (d) utilize natural gas as the Primary Fuel.

To satisfy this requirement, the Proponent must identify the Primary Fuel in the Technical Questionnaire.

- (e) be designed, constructed and operated in compliance with all relevant requirements of the Market Rules, the Transmission System Code, the Distribution System Code and all other laws and regulations, as applicable. This specifically includes Section 6 (Generation Connection Criteria) specified in the 'Ontario Resources and Transmission Assessment Criteria' document found at:

[http://www.ieso.ca/imoweb/pubs/marketAdmin/IMO\\_REO\\_0041\\_TransmissionAssessmentCriteria.pdf](http://www.ieso.ca/imoweb/pubs/marketAdmin/IMO_REO_0041_TransmissionAssessmentCriteria.pdf)

The proposed Contract Facility must be in compliance with all applicable Generation Facility Requirements. To satisfy this requirement, the Proponent must undertake in writing in its Proposal to comply with the foregoing.

In addition to the specific requirements listed in this section, the Proponent should also provide supporting documentation as provided in Section 3.2.14.

### **3.2.10 Location**

The proposed Contract Facility must be located in the Province of Ontario and located in one of Aurora, East Gwillimbury, Georgina, King, Newmarket, Whitchurch-Stouffville or Bradford West Gwillimbury.

To satisfy this requirement, the Proponent must identify the address of the proposed Contract Facility in the Technical Questionnaire.

In addition to the specific requirements listed in this section, the Proponent should also provide supporting documentation as provided in Section 3.2.14.

### **3.2.11 Electrical Connection**

The proposed Contract Facility must be connected directly to the IESO-Controlled Grid. Proposed Contract Facilities connecting to a Local Distribution System or an End User are not eligible. Notwithstanding the foregoing, a proposed Contract Facility may connect to a Local Distribution System for the purpose of providing Islanding Capability and still be eligible.

The proposed Contract Facility must have a Connection Point (the “**Required Connection Points**”) located only within those designated connection areas of the IESO-Controlled Grid set out as follows:

- (a) Connection Area A: at the Armitage Transformer Station (TS) and up to and including the sixth (6<sup>th</sup>) transmission tower (Tower #27) leaving the Armitage TS
- (b) Connection Area B: anywhere on the Armitage Tap between the B82V / B83V Circuits connecting Claireville TS in Vaughan to Brown Hill TS in Georgina and the sixth (6<sup>th</sup>) transmission tower (Tower #27) leaving the Armitage TS
- (c) Connection Area C: anywhere on the B82V / B83V Circuits connecting Claireville TS in Vaughan to Brown Hill TS in Georgina between the point of connection of the Armitage Tap and up to the 230 kV breakers at Brown Hill TS
- (d) Connection Area D: up to 5 km south of the point of connection of the Armitage Tap on the B82V / B83V Circuits connecting Claireville TS in Vaughan to Brown Hill TS in Georgina
- (e) Connection Area E: at the future Holland Junction TS

The Required Connection Areas Map is attached as Appendix K for reference.

To satisfy this requirement, the Proponent must identify the Connection Point of the proposed Contract Facility in the Technical Questionnaire.

In addition to the specific requirements listed in this section, the Proponent should also provide supporting documentation as provided in Section 3.2.14.

### **3.2.12 Contract Capacity**

The proposed Contract Facility must be a single generating facility and must

- (a) be able to provide a minimum of 135 MW at 30 °C under both N-1 System Conditions and N-1 Generating Facility Conditions simultaneously. For further clarity, the proposed Contract Facility must be designed to supply either transmission Circuit at all times. In the case of a two (2) generating unit facility, either unit must be able to supply either transmission Circuit at all times;
- (b) be able to provide a minimum of 270 MW at 30 °C under N-2 System Conditions (Qualified Applicants should review Section 3.2.13 when considering a response to this provision);
- (c) have a Season 3 Contract Capacity of no less than 270 MW; and

- (d) have a Contract Capacity of no more than 400 MW in any of Season 1, Season 2, Season 3 or Season 4.

To satisfy this requirement, the Proponent must identify the Contract Capacities in the Technical Questionnaire.

In addition to the specific requirements listed in this section, the Proponent should also provide supporting documentation as provided in Section 3.2.14.

### **3.2.13 Operation Following a N-2 Contingency (Load Restoration)**

The proposed Contract Facility must be able to provide Load Restoration Capability as further described below.

If a disruption event occurs that leads to N-2 System Conditions, the proposed Contract Facility would be unable to supply electricity. After the faulted Circuit section has been isolated (manually under the current system configuration), the proposed Contract Facility must have Load Restoration Capability in order to remedy the outage. Load Restoration Capability is different from “black start capability”. N-2 System Conditions will cause a power blackout to any proposed Contract Facility.

The following examples may aid in understanding the requirement:

- (a) If the fault were on B82V / B83V south-west of Connection Area D, the electrical supply required to start the proposed Contract Facility would come from the Brown Hill TS end of B82V / B83V. After the faulted Circuit section had been isolated, the proposed Contract Facility could then start-up, synchronize, and provide electricity to the IESO-Controlled Grid north-east of the faulted B82V / B83V Circuits, including Armitage TS.
- (b) If the fault were on B82V / B83V north-east of Connection Area C, the electrical supply required to start the proposed Contract Facility would come from the Claireville TS end of B82V / B83V. After the faulted Circuit section had been isolated, the proposed Contract Facility could then start-up, synchronize, and provide electricity to the IESO-Controlled Grid south-west of the faulted B82V / B83V Circuits, including Armitage TS.
- (c) If the fault were on B82V / B83V in any of Connection Area C or Connection Area D or Connection Area E, but NOT between the proposed Contract Facility and the Armitage Tap, the electrical supply required to start the proposed Contract Facility would come from either the Claireville TS end or the Brown Hill TS end of B82V / B83V as applicable. After the faulted Circuit section had been isolated, the proposed Contract Facility could then start-up,

synchronize, and provide electricity to the IESO-Controlled Grid, including Armitage TS.

- (d) If the fault were in any of Connection Areas A, B, C, D, or E AND between the proposed Contract Facility and Armitage TS, the proposed Contract Facility would not be able to provide electricity to the IESO-Controlled Grid, including Armitage TS. The proposed Contract Facility would not be able to provide any electricity until the fault is repaired. Once the fault is repaired, the proposed Contract facility could then start-up, synchronize, and provide electricity to the IESO-Controlled Grid, including Armitage TS.

To satisfy this requirement, the Proponent for a Contract Facility located in any of the Connection Areas must state that the proposed Contract Facility would provide Load Restoration Capability in the Technical Questionnaire. The Proponent must also provide supporting documentation as provided in Section 3.2.14.

### **3.2.14 Mandatory Requirements Supporting Documentation**

In addition to the responses provided in the Technical Questionnaire, in order to support and explain the Proponent's responses to the requirements outlined above in Section 3.2.9 through Section 3.2.13 inclusive, the Proponent must provide, without Material Deviation, all the information requested in this Section 3.2.14. Such information should be in the form of the following supporting documentation.

1. A high-level map that shows all three of:
  - (a) the proposed Contract Facility; and
  - (b) the proposed Connection Point; and
  - (c) the proposed Connection Line routein relation to neighbouring roads and lands.
2. A detailed map showing the proposed Contract Facility in relation to neighbouring roads and lands in more detail than high-level map 1 above.
3. A detailed map showing the proposed Connection Point in relation to neighbouring roads and lands in more detail than high-level map 1 above.

Note: If the requirements outlined in 1, 2 and 3, above can be effectively shown on one map then submission of one map will suffice; otherwise, three separate maps should be provided.

4. A detailed site plan drawing showing the layout of the following, but not limited to, list of features:
  - (a) major generation equipment;
  - (b) auxiliary equipment;
  - (c) buildings;
  - (d) electrical switchyard;
  - (e) road access;
  - (f) proposed Connection Point (if located on the site).
5. A detailed site plan drawing showing the proposed Connection Point (if not included on the detailed site plan drawing).
6. A drawing showing the details of the proposed Connection Point including, but not limited to:
  - (a) existing transmission line infrastructure;
  - (b) where the proposed Connection Line will make the Connection Point to the existing transmission line infrastructure (e.g. in relation to existing towers);
  - (c) any required new infrastructure.
7. A drawing showing in cross-section the details for the proposed Connection Line route including:
  - (a) land to be used;
  - (b) width of corridor;
  - (c) road allowance (if applicable);
  - (d) width of the Connection Line;
  - (e) cross-section of the overhead tower or underground cable arrangement;
  - (f) quantity and rating of lines.

Three separate cross-sections for the Connection Line route should be shown, one for each of:

- (a) Leaving the proposed Contract Facility;
  - (b) Mid-point along the Connection Line route;
  - (c) Arriving at the proposed Connection Point location.
8. Proof of any and all agreements with Hydro One or other parties for necessary Connection Line route. For clarity, such proof must evidence the Proponent's possession of or current entitlement to all necessary legal rights with respect to the Connection Line route and corresponding real property, including executed agreement(s) entitling the Proponent to an option to lease, license or purchase the land(s) for the Connection Line route or a certified copy of a registered title, lease or license in respect thereof.
9. Details about the impact to any existing infrastructure along the Connection Line route
10. An electrical single-line drawing that includes the following:
- (a) generating facility
    - (i) generators
    - (ii) switchyard
    - (iii) power for station service including Load Restoration Capability
    - (iv) power for Islanding Capability, if applicable.
  - (b) Connection Line route
  - (c) Connection Point

### **3.2.15 Proposal Security**

The Proposal Security must be payable to and in favour of the "Ontario Power Authority" in the amount of \$1,000,000.

In order to satisfy this requirement the Proposal Security must be in the form of:

- a certified cheque or a bank draft issued by a financial institution listed in either Schedule I or II of the *Bank Act* (Canada); or
- an irrevocable and unconditional standby letter of credit issued by a financial institution listed in either Schedule I or II of the *Bank Act* (Canada), or such other

financial institution having a minimum credit rating of (i) A- with S&P, (ii) A3 with Moody's, (iii) A low with DBRS, or (iv) A with Fitch IBCA, in the form attached as Appendix G; or

- a bid bond issued by a surety with a financial strength rating of A- or higher by A.M. Best in financial size category VIII or higher, in the form attached as Appendix H.

Where the OPA becomes entitled to draw upon the Proposal Security for any reason under this NYR RFP or at law or in equity, the OPA shall have the right to draw upon the full amount of the Proposal Security. By submitting a Proposal, the Proponent agrees that such full amount of the Proposal Security constitutes a reasonable pre-estimate of damages that would be suffered by the OPA and that the full amount of the Proposal Security constitutes the true quantum of liquidated damages and is not a penalty.

### **3.2.16 Economic Bid Statement**

Each Proponent must submit one (1) Economic Bid Statement populated with relevant information from Proponent for each Proposal, in the form set out in Appendix D, in a separate, sealed, opaque envelope marked "Economic Bid Statement" followed by the name of the Proponent and the name of the proposed Contract Facility.

Each Proponent is required to submit, as part of its Economic Bid Statement, the following parameters as set out in Exhibit B of the NYR Contract (for any parameters that are stated in terms of Dollars or Dollars per unit, the Dollars are to be exclusive of any applicable GST and PST):

- (a) a Net Revenue Requirement (NRR) stated in Dollars per MW-month;
- (b) a Plant Net Revenue Requirement stated in Dollars per MW-month;
- (c) a Gas Delivery and Management (GD&M) Partial Net Revenue Requirement stated in Dollars per MW-month;
- (d) a Net Revenue Requirement Indexing Factor (NRFIF) stated as a percentage of the NRR to be indexed to the Specified Forecast Index;
- (e) an Annual Average Contract Capacity stated in MW (from and after the Contract Facility COD);
- (f) a Nameplate Capacity stated in MW;
- (g) the Start-Up Gas for the Contract Facility (SUG) stated in MMBTU per start-up;

- (h) a Start-Up Maintenance Cost (SUMC) stated in Dollars per start-up;
- (i) the Operation and Maintenance Costs (O&M) stated in Dollars per MW-hour;
- (j) an Operating Reserve Cost (OR Cost) stated in Dollars per MW-hour;
- (k) the Maximum Hourly Gas Volume Required for the Contract Facility stated in MMBTU per hour;
- (l) a Contract Heat Rate stated in MMBTU per MW-hour (HHV) for each of Season 1, Season 2, Season 3, and Season 4;
- (m) a Contract Capacity stated in MW for each of Season 1, Season 2, Season 3, and Season 4; and
- (n) a 10-Minute Non-synchronized Operating Reserve Contract Capacity (10nORCC) stated in MW for each of Season 1, Season 2, Season 3, and Season 4.

(Capitalized terms in this Section 3.2.16 not otherwise defined in this NYR RFP have the respective meanings ascribed to them in the NYR Contract.)

The values to be set out in the Economic Bid Statement must be entered precisely in numeric form using the format provided in Appendix D without further information, condition or qualification whatsoever. Proponents are advised that any deviation from the required format of the Economic Bid Statement whatsoever, including, but not limited to, the provision of a price range, conditional price, qualified price, or an incomplete price, a range of values, conditional values, qualified values or incomplete values, will result in the disqualification of the Proposal. Further, disclosure by the Proponent or any member of the Proponent Team of any of the elements of the Economic Bid Statement (other than the Contract Capacities) elsewhere in the Proposal or otherwise shall result in disqualification of the Proposal.

Proponents should note that errors contained in a Proponent's Economic Bid Statement are the sole responsibility of the Proponent and that the OPA will be unable to communicate any perceived error to a Proponent.

Proponents should note that the three NRR values provided in the Economic Bid Statement are to be stated in Dollars in the COD Year applicable to that particular Proposal. In the second and succeeding years of the Term, the specified portion of the three NRR values will be indexed to the Specified Forecast Index and applied pursuant to the terms and conditions of the NYR Contract.

### **3.2.17 Commercial Operation Date**

The proposed Contract Facility must attain Commercial Operation on or before December 31, 2011.

To satisfy this requirement, the Proponent must identify the Milestone Date for the Commercial Operation Date in its response to the Technical Questionnaire. In addition, in the Technical Questionnaire, the Proponent must also state the Milestone Date for achieving Financial Closing, if applicable.

### 3.3 Stage 3 – Rated Criteria

In Stage 3, the Proposal will be reviewed and scored against the following criteria (the “Rated Criteria”):

Section	Overview of Rated Criteria	Maximum Point Scores
3.3.1	Electrical Connection Point and Islanding	20
3.3.2	Environmental Assessment	18
3.3.3	Municipal and Regional Approvals	18
3.3.4	Community Outreach	17
3.3.5	EPC Arrangements	8
3.3.6	Equipment Availability	5
3.3.7	Fuel Supply	5
3.3.8	Water Use	4
3.3.9	Water Supply	3
3.3.10	Proposed Milestone Date for Commercial Operation	2
	<b>TOTAL MAXIMUM POINT SCORE</b>	<b>100</b>
	<b>Minimum Required Total Point Score</b>	<b>40</b>

The criteria outlined in this section will be used to rate the proposed Contract Facility in terms of its quality, including technical and operational features, mitigation of specific elements of risk, as well as its maturity to ensure that a sufficient amount of work has gone into the proposed Contract Facility such that there is a reasonable degree of likelihood that the proposed Contract Facility will achieve Commercial Operation by the proposed Milestone Date for Commercial Operation.

Information set out in the Proposal, including responses to the Technical Questionnaire and the Rated Criteria Information Form, should contain sufficiently detailed information to enable the OPA to evaluate the merits of both the Proponent and the proposed Contract Facility. The onus is on the Proponent to demonstrate its technical and financial abilities to develop, construct and operate the proposed Contract Facility, as well as present the work that has already been done in developing the proposed Contract Facility.

Proponents are encouraged, where possible, to provide additional information and supporting evidence to substantiate their statements in response to the Rated Criteria, even if this additional information is not specifically requested in this NYR RFP. Failure to provide sufficient detailed information or supporting statements or documentation may lead to zero points being awarded for some or all criteria.

Each Proposal will be awarded a total point score which will range from a minimum of zero points up to a maximum of 100 points. In order to proceed to Stage 4, a Proposal must achieve a Minimum Required Total Point Score of 40 points; otherwise the Proposal will be disqualified and will not be further considered.

### **3.3.1 Electrical Connection Point and Islanding (20 points)**

This criterion is comprised of two parts:

#### **a) Electrical Connection Point (10 Points)**

There are electrical system advantages that depend upon where the generation facility is connected. The different levels of interruption risks have been factored into the following ranking. Points will be allocated depending on where the proposed Contract Facility is connected to the IESO-Controlled Grid.

Points will be allocated from highest to lowest for the following Connection Points:

1. The proposed Contract Facility makes its Connection Point into the IESO-Controlled Grid in Connection Area A.
2. The proposed Contract Facility makes its Connection Point into the IESO-Controlled Grid in Connection Area B.
3. The proposed Contract Facility makes its Connection Point into the IESO-Controlled Grid in Connection Area C.
4. The proposed Contract Facility makes its Connection Point into the IESO-Controlled Grid in Connection Area D or Connection Area E.

The points for this criterion will be determined by the Proponent's response to the Technical Questionnaire as well as the supporting evidence provided in Section 3.2.14.

#### **b) Islanding Capability (10 Points)**

There is an opportunity for a Proponent proposing a Contract Facility with a Connection Point in Connection Area A or Connection Area B to provide Islanding Capability. This opportunity is not available for a Proponent proposing a Contract Facility in any of Connection Area C, Connection Area D or Connection Area E.

For proposed Contract Facilities in Connection Area A or Connection Area B only:

If a fault was on the Armitage Tap but NOT between the proposed Contract Facility and the Armitage TS, the proposed Contract Facility would not be able to provide electricity to the IESO-Controlled Grid, including Armitage TS until the fault on the Armitage Tap was

isolated. Once the fault was isolated, the proposed Contract Facility would be able to provide electricity to the Armitage TS, providing that it had an alternate source of electricity available to start-up and supply electricity. The electricity required to start-up and supply electricity could come from one of two sources:

- I. an on-site equipment source; or
- II. a Distribution System feeder that originates from a transformer station other than Armitage TS. For clarification, this does not need to be a dedicated feeder from the source to the Contract Facility (i.e. it may be routed through Armitage TS)

**For proposed Contract Facilities in Connection Area A or Connection Area B ONLY**, up to ten (10) points will be awarded to a Proponent that can identify how the proposed Contract Facility would provide Islanding Capability under the situation described above.

For a Proponent to be awarded points in respect of Islanding Capability, it must submit sufficient detail to demonstrate how this Islanding Capability will be provided. Supporting documentation must be provided. Documentation provided in response to Section 3.2.14 may be referenced as applicable.

### **3.3.2 Environmental Assessment (18 points)**

Points will be allocated depending on the status of the Proponent's progress in the environmental assessment process required pursuant to the appropriate Category of the EA Guide.

Points will be allocated from highest to lowest for the following levels of progress:

1. The Proponent does not require permits or approvals for the proposed Contract Facility (including proposed Contract Facilities belonging to Category A); or

All required permits or approvals have been obtained and a "Statement of Completion" has been filed with the Ministry of the Environment; or

The Minister of the Environment or the Director of the Environmental Assessment and Approvals Board has made a final environmental assessment decision for the proposed Contract Facility.

2. Either a draft Screening Report or a draft Environmental Review Report has been submitted to the Ministry of the Environment and other key agencies/stakeholders for review and comment; AND

The Proponent has:

- (a) filed a “Notice of Completion of a Screening Report” and the final Screening Report has been made available for public and agency review; or
  - (b) filed a “Notice of Completion of an Environmental Review Report” and the final Environmental Review Report has been made available for public and agency review.
3. Either a draft Screening Report or a draft Environmental Review Report has been submitted to the Ministry of the Environment and other key agencies/stakeholders for review and comment.
4. (a) A Screening Report or Environmental Review Report is being drafted and the Proponent has completed all consultations and (b) the Proponent has commenced with the Screening Stage or Environmental Review Stage, including having published a “Notice of Commencement of Screening” or “Notice of Commencement of an Environmental Review”.

Proponents should submit:

- (a) Evidence that the environmental assessment process has been completed, such as a Statement of Completion; or
- (b) if the environmental assessment process has not been completed, both of the following:
  - (i) a description of the work already undertaken on the Environmental Screening or Review Process along with any supporting documentation evidencing their status and progress (including Screening Reports or Environmental Review Reports), including whether any elevation requests have been received; and
  - (ii) a timeline and a description of the major milestones necessary to complete the environmental assessment process.

### **3.3.3 Municipal and Regional Approvals (18 points)**

Points will be allocated based on the site’s status regarding existing land use rights and approvals and the steps taken to obtain the appropriate land use approvals or amendments such as: official plan amendment and, where applicable, secondary plan amendment and zoning by-law amendment for the proposed Contract Facility with the local municipality and, where applicable, the regional municipality.

Points will be allocated from highest to lowest for the following levels of progress:

1. The site for the proposed Contract Facility conforms with all regional and/or local official plans, secondary plans (where applicable) and zoning by-laws that permit the development of the proposed Contract Facility.
2. The site for the proposed Contract Facility has all regional and/or local official plan or secondary plan designations (where applicable), but requires only minor variances to the zoning by-law to allow for the development and operation of the proposed Contract Facility; and the Proponent has submitted complete application(s) to the required municipal approval authorities to obtain the applicable minor variances to the zoning by-law.
3. The site for the proposed Contract Facility has all regional and/or local official plan or secondary plan designations (where applicable), but requires only minor variances to the zoning by-law to allow for the development and operation of the proposed Contract Facility; and the Proponent has not submitted applications to the required municipal approval authorities to obtain the applicable minor variances.
4. The site for the proposed Contract Facility has all regional and/or local official plan and secondary plan (where applicable) designations, but requires a zoning by-law amendment to allow for the development and operation of the proposed Contract Facility and the Proponent has submitted complete applications to the required municipal approval authorities to obtain applicable amendments to the zoning by-laws.
5. The site for the proposed Contract Facility has all regional and/or local official plan and secondary plan (where applicable) designations, but requires a zoning by-law amendment to allow for the development and operation of the proposed Contract Facility the Proponent has not submitted applications to the required municipal approval authorities to obtain applicable amendments to the zoning by-laws.
6. The site for the proposed Contract Facility has zoning approvals, but no regional and/or local official plan or secondary plan designations (where applicable) to allow for the development and operation of the proposed Contract Facility and the Proponent has submitted complete applications to the required municipal approval authorities to obtain applicable amendments to the official plans.
7. The site for the proposed Contract Facility has zoning approvals, but no regional and/or local official plan or secondary plan designations (where applicable) to allow for the development and operation of the proposed Contract Facility and the Proponent has not submitted applications to the required municipal approval authorities to obtain applicable amendments to the official plans.

8. The site for the proposed Contract Facility has neither regional and/or local official plan and secondary plan (where applicable) designations or zoning approvals to allow for the development and operation of the proposed Contract Facility and the Proponent has submitted complete applications to the required municipal approval authorities to obtain applicable amendments to the official plans and the zoning by-laws.
9. The site for the proposed Contract Facility has neither regional and/or local official plan and secondary plan (where applicable) designations or zoning approvals to allow for the development and operation of the proposed Contract Facility and the Proponent has not submitted applications to the required municipal approval authorities to obtain applicable amendments to the official plans and the zoning by-laws.

Proponents should submit any supporting documentation, including, but not limited to:

- copy of any order made under the Planning Act affecting the proposed Contract Facility;
- excerpts from the applicable regional and/or local municipal official plan, secondary plans (where applicable) and zoning by-laws and elaborate on the current official plan designation and zoning that applies to the subject lands for the proposed Contract Facility;
- a description of the extent to which the proposed Contract Facility does not conform to the regional and/or local official plan and/or zoning by-law and what steps, if any, have been taken to amend the regional and/or local official plan and/or zoning by-law to permit the development, construction and operation of the proposed Contract Facility and state the expected time frame for receiving each of such approvals;
- an indication of whether any variances will be needed to accommodate the physical features of the proposed Contract Facility; and
- a description of the processes involving the local municipality and, where applicable, the regional municipality, to obtain appropriate regional and/or local official plan amendments, including secondary plan amendments, where applicable, zoning by-law amendments, and any minor variances required in order to ensure development of the proposed Contract Facility on the subject lands.

In addition, as supporting evidence, Proponents are encouraged to provide letter(s), from each of the local municipality and, where applicable, the regional municipality, outlining conformity with the regional and/or local official plan(s), secondary plan(s) (where applicable) and zoning by-laws and stating whether the proposed Contract Facility requires:

- an amendment to the regional and/or local official plan(s), including secondary plan amendment(s) (where applicable);
- zoning by-law amendment(s); and/or
- any variances to accommodate any and all physical features of the proposed Contract Facility.

### **3.3.4 Community Outreach (17 points)**

This criterion is comprised of two parts:

#### **(a) Community Engagement (12 Points)**

Points will be allocated based on the level of work the Proponent has undertaken and will continue to undertake in engaging the local community and in addressing their concerns.

The Proponent should provide a community outreach summary which may include:

- a letter from the relevant local or regional government providing the information set out in the Municipal Response Form annexed as Appendix P;
- a description of the level of contact with the local neighbours and the local community at large, as well as any local/community/regional groups and any other relevant community stakeholders;
- actual and anticipated concerns and interests of the relevant local/community/regional groups or community stakeholders;
- the principal entities that may oppose, or may be expected to oppose, the development of the proposed Contract Facility;
- the risks of community concerns and opposition to the proposed Contract Facility in its efforts to procure required permits, approvals, and certificates and meet the proposed Milestone Date for Commercial Operation;
- what efforts the Proponent has taken, and is intending to take, in order to address concerns of the local community and to mitigate the risk of opposition to the proposed Contract Facility in procuring required permits, approvals, and certificates;
- the proposed Contract Facility's proximity to any residential neighbourhoods or significant environmental features that might represent a competing land use and/or sensitive land uses; and
- information with respect to Proponent's plan/strategy to continue efforts to engage the local community.

Proponents are encouraged to provide supporting evidence, such as letters from municipal councillor(s), local community groups and/or stakeholders, as applicable.

Higher points will be awarded to Proponents who have undertaken substantial work to identify key local stakeholders and their concerns and interests and to engage them in a constructive dialogue to address their concerns, and who have developed a comprehensive plan to continue stakeholder relationship efforts and to address their concerns or otherwise mitigate risks of opposition.

Lower points will be awarded to Proponents with a lesser degree of understanding of the interests and concerns of key stakeholders and less engagement of the local community.

**(b) Experience on other Projects (5 Points)**

Points will be allocated based on the Proponent's experience in successfully working with local communities for similar projects and addressing their concerns.

The Proponent should also include in its community outreach summary:

- an outline of the Proponent's experience in working with and engaging local communities and responding to key stakeholder concerns with respect to the proposed Contract Facility or similar project(s) inside or outside Ontario, with similar community issues; and
- a description and provide information with respect to other projects, as well as the experiences and lessons learned.

Higher points will be awarded to Proponents who have extensive experience in working with local communities and in addressing their concerns on similar projects with similar community issues.

Lower points will be awarded to Proponents who do not have extensive experience in working with local communities with respect to similar projects.

**3.3.5 EPC Arrangements (8 points)**

Points will be allocated depending on the degree to which the Proponent has made progress in obtaining firm pricing from external contractors involved in the engineering, procurement and construction of the proposed Contract Facility.

Points will be allocated from highest to lowest for the following levels of progress:

1. The Proponent has a firm price executed contract with an EPC contractor or with all applicable external contractors responsible for construction engineering and procurement, or corporate commitment for resources to develop proposed Contract

Facility in-house. Such contracts may be conditional upon the Proponent being awarded and entering into a NYR Contract pursuant to this NYR RFP.

2. The Proponent has a firm price executed contract with an EPC contractor or applicable external contractors responsible for two components, including the engineering, of a traditional EPC contract. For greater certainty the Proponent should have a contract for the construction, engineering or procurement of the Contract Facility. Such contracts may be conditional upon the Proponent being awarded and entering into a NYR Contract pursuant to this NYR RFP.
3. The Proponent has a firm pricing commitment, such as a binding price quotation, from the applicable contractor(s) for some components of the proposed Contract Facility such as the major equipment, engineering or construction.
4. The Proponent has a soft pricing commitment, such as a non-binding or indicative budget price quotation, from the applicable contractor(s).
5. The Proponent has not identified contractor(s) or has not obtained either a firm pricing commitment or soft pricing commitment with respect to the proposed Contract Facility.

In order to evidence the Proponent's classification, the Proponent should provide a letter from the external contractor(s) stating whether it has executed a contract with the Proponent or provided a firm or soft pricing commitment, if applicable. If no evidence is provided, it will be deemed that no contractor has been identified or has provided either a firm or soft pricing commitment with respect to the proposed Contract Facility and zero points will be awarded.

Proponents who will solely rely on in-house expertise and capability and will not use external contractor(s) should outline the commitment of resources to the project as well as cost and risk mitigation measures.

The Proponent must not submit any pricing or similar information and must redact any letter from a contractor or other supporting documentation to ensure that pricing or similar information does not appear. This is necessary so that only the criteria specifically applicable at this stage are applied by the Evaluation Team.

### **3.3.6 Equipment Availability (5 points)**

The equipment availability rated criterion is designed to assess the Proponent's progress in obtaining equipment for the proposed Contract Facility. Points will be allocated depending

on progress in securing the major equipment (for example, gas turbines) required for the proposed Contract Facility.

Points will be allocated based on the following levels of progress, ranked from highest to lowest:

1. The Proponent has entered into an equipment supply agreement (an “**Equipment Supply Agreement**”) with a fixed price that guarantees delivery of the major equipment in a timeframe consistent with the proposed Contract Facility’s Commercial Operation Date.
2. The Proponent is in the process of negotiating an Equipment Supply Agreement that guarantees delivery of the major equipment in a timeframe consistent with the proposed Contract Facility’s Commercial Operation Date and the Proponent has a letter of intent from the manufacturer for the delivery of the required equipment.
3. The Proponent has selected a major equipment manufacturer and has a letter of intent from the manufacturer for the delivery of the required equipment.
4. The Proponent has no form of commitment from a major equipment manufacturer.

Proponents should submit any supporting documentation to evidence their progress, including any agreements, commitments, letters of intent or memoranda of understanding to evidence their status. The Proponent should outline the general terms of any such form of agreement, the type and amount of equipment, delivery timeframe and how that corresponds to the proposed Contract Facility’s Commercial Operation Date.

The Proponent should also outline the number of turbines committed under such an agreement, indicating the delivery schedules for these turbines and capacity represented by other facilities under development by the Proponent for which these turbines may be used.

The Proponent must not submit any pricing or similar information and must redact any supporting documentation to ensure that pricing or similar information does not appear. This is necessary so that only the criteria specifically applicable at this stage are applied by the Evaluation Team.

### **3.3.7 Fuel Supply (5 points)**

This criterion will assess the degree to which the Proponent has worked towards completing the natural gas connection required to operate the proposed Contract Facility and achieve Commercial Operation by the proposed Milestone Date.

With respect to the natural gas lateral and metering facilities required to connect the proposed Contract Facility to the natural gas distribution or natural gas transmission

system, and any natural gas distribution or natural gas transmission system expansions or upgrades necessary to deliver the volumes of natural gas required to operate the proposed Contract Facility, at the minimum delivery pressure, points will be allocated from highest to lowest based on the following levels of progress demonstrated by the Proponent:

1. The Proponent, or the entity that will be responsible for constructing the natural gas connection facilities on its behalf, has:
  - determined the primary route and one or more alternate routes for the natural gas connection facilities, and
  - completed the required preliminary environmental studies (such as geotechnical studies for example).
2. The Proponent, or the entity that will be responsible for constructing the natural gas connection facilities on its behalf, has:
  - determined the primary route and one or more alternate routes for the natural gas connection facilities, and
  - is in the process of completing the required preliminary environmental studies (such as geotechnical studies for example).
3. The Proponent, or the entity that will be responsible for constructing the natural gas connection facilities on its behalf, is in the process of determining the primary route and one or more alternate routes for the natural gas connection facilities.
4. The Proponent, or the entity that will be responsible for constructing the natural gas connection facilities on its behalf, has not started the process of determining the primary route and one or more alternate routes for the natural gas connection facilities

The points for this criterion will be determined by the Proponent's response to the Technical Questionnaire as well as providing the following supporting documentation.

As supporting documentation, the Proponent should provide a letter from the entity or entities responsible for constructing the natural gas connection facilities on its behalf to substantiate any work that has been performed on behalf of the Proponent. The Proponent should also include the details of the primary route and any alternate routes on a map.

It is NOT the intention that a Proponent, the applicable natural gas distribution company, or any entity acting on behalf of either the Proponent or the natural gas distribution company be required to complete an environmental assessment process with respect to the natural gas supply as a requirement of the Proposal. The preliminary studies referred to in

this section are studies that can be carried out without the completion of an environmental assessment process with respect to the natural gas supply.

### 3.3.8 Water Use (4 points)

Water is a scarce resource and its consumption should be minimized to the extent reasonably possible.

Proponents must provide in the Rated Criteria Information Form :

1. the average quantity of water consumed (net of recirculated water), in litres per hour, by the proposed Contract Facility when in operation for each of the following functions:

- cooling (equipment, process fluids, etc.);
- emissions control;
- inlet fogging (if applicable);
- any other operating functions; and

the total average quantity of water consumed (net of recirculated water), in litres per hour, for all of these functions combined (the “**Estimated Operating Water Use**”);

2. the average quantity of water consumed (net of recirculated water), in litres per day, by the proposed Contract Facility regardless of whether it is or is not operating (the “**Estimated Service Water Use**”) for functions such as:

- maintenance and equipment cleaning;
- use by plant personnel;
- other uses.

As supporting documentation, the Proponent should provide:

- documentation from the original equipment manufacturer(s) in the forms of tables, curves, or other to support the water requirements of the equipment;
- a summary of the water balance for the proposed Contract Facility, along with a diagram showing sufficient detail with respect to water use.

For evaluation purposes, the following will be used:

- 365 days per year;
- 500 operating hours per year.

The values provided by the Proponent will be entered into the following formula:

$$\text{Evaluated Water Consumption} = 500 * \text{Estimated Operating Water Use} + 365 * \text{Estimated Service Water Use}$$

The result will be a value for the annual Evaluated Water Consumption in litres.

Points for this criterion will be assigned on a comparative basis, by comparing the Evaluated Water Consumption values of all the Proposals against each other.

The Proposal with the lowest Evaluated Water Consumption from amongst all the Proposals (“**Evaluated Water Consumption Lowest**”) will be awarded the full point score.

The Proposal with the highest Evaluated Water Consumption from amongst all the Proposals (“**Evaluated Water Consumption Highest**”) will be awarded zero points.

The remaining Proposals will receive point scores between zero and full points based on their Evaluated Water Consumption in relation to Evaluated Water Consumption Lowest and Evaluated Water Consumption Highest.

### **3.3.9 Water Supply (3 points)**

Points will be allocated based on the following levels of progress:

1. The Proponent can provide evidence that all the proposed Contract Facility’s water and waste water requirements can be met and that the proposed Milestone Date for Commercial Operation will be achieved, as well as provide a clear risk mitigation strategy and can demonstrate arrangements with the local and regional municipalities and/or the Province with respect to obtaining water and waste water services, if required and applicable.
2. The Proponent is in the process of making arrangements with the local and regional municipalities and/or the Province to obtain water and waste water services and has a comprehensive plan outlining how to mitigate risks associated with obtaining such water and waste water services and can meet the proposed Milestone Date for Commercial Operation.
3. The Proponent is in the process of making alternative arrangements to provide required water and waste water services and has a comprehensive plan outlining how to mitigate risks associated with obtaining such water and waste water services and can meet the proposed Milestone Date for Commercial Operation.
4. The Proponent has not worked with the local and regional municipalities and/or the Province to make arrangements with respect to water and waste water services, or does not have alternative arrangements to provide such services and does not have a

comprehensive plan clearly outlining how to mitigate any risks associated with obtaining water and waste water services.

In addition to the information contained in the Rated Criteria Information Form, Proponents should provide supporting documentation, including a letter, or letters, from each of the local municipality and, where applicable, the regional municipality, outlining if and how the proposed Contract Facility's water and waste water requirements will be met, what approvals are required, associated milestones for obtaining such approvals and such water and waste water services, as well as any concerns regarding the proposed Contract Facility's water and waste water requirements that the municipality may have as they relate to the proposed Contract Facility.

### **3.3.10 Proposed Milestone Date for Commercial Operation (2 points)**

Points will be allocated from highest to lowest for the following proposed Milestone Dates for Commercial Operation of the proposed Contract Facility:

1. The proposed Milestone Date for Commercial Operation is June 1, 2010 or earlier.
2. The proposed Milestone Date for Commercial Operation is after June 1, 2010 and before June 1, 2011.
3. The proposed Milestone Date for Commercial Operation is after June 1, 2011.

The points for this criterion will be determined by the Proponent's response to the Technical Questionnaire.

## **3.4 Stage 4 – Evaluation and Selection Process**

This Section outlines the evaluation and selection process for all the Proposals that have achieved the Minimum Required Total Point Score in Stage 3, in accordance with the procedures set out below.

The evaluation is comprised of the following four steps:

Step 1: Calculation of the Evaluated Cost

Step 2: Determination of any Outlier Proposals

Step 3: Calculation of the Adjusted Evaluated Cost

Step 4: Selection of the Proposal with the lowest Adjusted Evaluated Cost

### **3.4.1 Step 1: Calculation of the Evaluated Cost**

The “**Evaluated Cost**” is calculated to assess the economic competitiveness of each Proposal. The Economic Bid Evaluation Model, which will be made available to the Qualified Applicants and posted on the Generation Procurement Website, will be used to calculate the Evaluated Cost of each Proposal. The Economic Bid Evaluation Model will also aid Proponents in preparing their Economic Bid Statements, on the understanding, however, that the data and spreadsheets in such model are provided solely for the convenience of Proponents in preparing Proposals under the NYR RFP. The OPA and its directors, officers, employees, advisors, and agents, as the case may be, assume no responsibility whatsoever, and expressly disclaim any liability, for the contents of such model (including the data and formula it contains and the results produced there from) or the manner in which this section or the contents of the documents and spreadsheets or the results produced are used by Proponents. Proponents are reminded that the calculations are determined solely for purposes of conducting the Economic Bid Evaluation and the information provided for any Prospective Model Year is not intended to be a forecast by the OPA or its advisors.

The calculation of the Evaluated Cost is described in greater detail below, and involves the calculation of:

1. the Estimated GD&M Cost and the Total GD&M Cost;
2. the Total Evaluation Net Revenue Requirement;
3. the Annual Fixed Capacity Payment and the Indexed Annual Fixed Capacity Payments;
4. the Estimated Net Revenues for each Prospective Model Year;
5. the Annual Evaluated Costs for each Prospective Model Year;
6. the net present value of all Annual Evaluated Costs; and
7. the Evaluated Cost.

Capitalized terms in this Section 3.4.1 not otherwise defined in this NYR RFP have the respective meanings ascribed to them in the NYR Contract.

#### **1. Calculation of the Estimated GD&M Cost and the Total GD&M Cost**

##### **(a) Calculation of the Estimated GD&M Cost**

The Estimated Gas Delivery and Management Cost (the “**Estimated GD&M Cost**”), expressed in \$/MW/month, will be determined as follows:

*Estimated GD&M Cost = Maximum Hourly Gas Volume Required for the Contract Facility \* GD&M Cost Approximation / Annual Average Contract Capacity*

where:

- Maximum Hourly Gas Volume Required for the Contract Facility in MMBTU/hour is provided by the Proponent in the Economic Bid Statement; and
- GD&M Cost Approximation is estimated, for evaluation purposes only, to be \$230.00/MMBTU/hr/month.

#### **(b) Calculation of the Total GD&M Cost**

The Total Gas Delivery and Management Cost (the “**Total GD&M Cost**”), expressed in \$/MW/month, will be determined as follows:

*Total GD&M Cost = GD&M Partial NRR + 65% \* Estimated GD&M Cost*

where: GD&M Partial NRR in \$/MW/month is provided by the Proponent in the Economic Bid Statement.

As per the Economic Bid Statement, the GD&M Partial NRR is to be stated in Dollars for the first year of the Term for that particular Proposal; as such, the GD&M Partial NRR will not include any indexation for the first year of the Term.

## **2. Calculation of the Total Evaluation Net Revenue Requirement**

The Total Evaluation Net Revenue Requirement (the “**Total Evaluation NRR**”), expressed in \$/MW/month will be determined as follows:

*Total Evaluation NRR = Plant NRR + Total GD&M Cost*

where: Plant NRR in \$/MW/month is provided by the Proponent in the Economic Bid Statement.

As per the Economic Bid Statement, the Plant NRR is to be stated in Dollars for the first year of the Term for that particular Proposal; as such, the Plant NRR will not include any indexation for the first year of the Term.

## **3. Calculation of the Annual Fixed Capacity Payment and the Indexed Annual Fixed Capacity Payments**

In order to compare the relative costs of Proposals for the purposes of the Economic Bid Evaluation, the Total Evaluation NRR for each Proposal will be used to create a series of indexed fixed capacity payments for each of the twenty (20) years of its particular Term using the following methodology:

**(a) Calculation of the Annual Fixed Capacity Payment for the first year of the Term**

The Annual Fixed Capacity Payment for the first year of the twenty (20) year Term, expressed in \$/year, will be the sum of the Total Evaluation NRR multiplied by the Contract Capacity for each month during a twelve (12) month period and as expressed by the formula below:

$$\text{Annual Fixed Capacity Payment} = 12 * \text{Annual Average Contract Capacity} * \text{Total Evaluation NRR}$$

**b) Calculation of the Indexed Annual Fixed Capacity Payment for each of the remaining 19 years of the Term**

For each of the remaining nineteen (19) years of the Term, the Annual Fixed Capacity Payment, expressed in \$/year, will be adjusted for inflation. As per the information outlined in the Economic Bid Statement, the specified portion of the NRR (the “**Net Revenue Requirement Indexing Factor**”) will be indexed to the Specified Index to account for inflation. For the sole purposes of the evaluation, the value of the index is 2% and referred to as the “**Specified Forecast Index**”.

$$\text{Total Evaluation NRR} = \text{Plant NRR} * \text{NRR Indexing Factor} * ( 1 + \text{Specified Forecast Index} ) + \text{Plant NRR} * ( 1 - \text{NRR Indexing Factor} ) + \text{Total GD\&M Cost} * ( 1 + \text{Specified Forecast Index} )$$

where:

- NRR Indexing Factor in % is provided by the Proponent in the Economic Bid Statement; and;
- Specified Forecast Index is 2%.

The Annual Fixed Capacity Payments for years two (2) to twenty (20) of the Term, which have been adjusted for inflation, are each referred to as an “**Indexed Annual Fixed Capacity Payment**”.

The nineteen Indexed Annual Fixed Capacity Payments plus the Annual Fixed Capacity Payment for the first year are collectively referred to as the “**Indexed Annual Fixed Capacity Payments**”.

**4. Calculation of the Estimated Net Revenues for each Prospective Model Year**

The “**Estimated Net Revenues**” are calculated as the Estimated Gross Energy Market Revenues less the Estimated Energy Costs plus the Estimated Net Operating Reserve

Market Revenues for each year of the Term. In turn, the values of the Estimated Gross Energy Market Revenues, the Estimated Energy Costs and the Estimated Net Operating Reserve Market Revenues for each year of the Term are determined by running the Economic Bid Evaluation Model using the methodologies set out below and assuming certain market data for each year of the Term (with each such year referred to as a “**Prospective Model Year**”).

The following market data for each hour of a typical week in each month of the Prospective Model Years will be used in conducting the Economic Bid Evaluation and is available in the Economic Bid Evaluation Model, which will be posted on the Generation Procurement Website:

- HOEP for each hour of a typical week in each month of the Prospective Model Years;
- Pre-dispatch prices for each hour of a typical week in each month of the Prospective Model Years;
- Ten Minute Non-synchronized Operating Reserve and Thirty Minute Operating Reserve prices for each hour of a typical week in each month of the Prospective Model Years;
- the Gas Price; and
- the Specified Forecast Index of 2%.

#### **a) Calculation of the Estimated Gross Energy Market Revenue**

The calculation of “**Estimated Gross Energy Market Revenue**” for purposes of the Economic Bid Evaluation will use the methodology used for Deemed Dispatch in the NYR Contract for the Prospective Model Years. The methodology will deem operation based on data within the Prospective Model Years. Please refer to the NYR Contract for further information regarding the deemed operation methodology.

#### **b) Calculation of the Estimated Energy Costs**

The calculation of “**Estimated Energy Costs**” for purposes of the Economic Bid Evaluation will use the methodology used for Deemed Dispatch in the NYR Contract for the Prospective Model Years, and using:

- the Season 1 Contract Heat Rate, Season 2 Contract Heat Rate, Season 3 Contract Heat Rate, and Season 4 Contract Heat Rate provided by the Proponent in the Economic Bid Statement, which will be directly applied to the prospective natural gas prices contained within the Prospective Model Years;
- O&M Costs, as set out in the Economic Bid Statement and adjusted by the Specified Forecast Index; and
- Start-Up Cost as applicable to the imputed operation, based on the Start-Up Gas for the Contract Facility as set out in the Economic Bid Statement, which will be directly

applied to the prospective natural gas prices contained within the Prospective Model Years, and the Start-Up Maintenance Cost, as set out in the Economic Bid Statement and adjusted by the Specified Forecast Index.

#### **c) Calculation of the Estimated Net Operating Reserve Market Revenue**

The calculation of the “**Estimated Net Operating Reserve Market Revenue**” (INORR) for purposes of the Economic Bid Evaluation will use the methodology used for Deemed Dispatch in the NYR Contract for the Prospective Model Years, and using:

- OR Cost, as set out in the Economic Bid Statement and adjusted by the Specified Forecast Index;
- Ten Minute Non-synchronized Operating Reserve Contract Capacity (10nORCC), as set out in the Economic Bid Statement; and
- Thirty Minute Operating Reserve Contract Capacity (30ORCC) as defined in the NYR Contract.

#### **d) Calculation of the Estimated Net Revenues**

The “**Estimated Net Revenues**” are calculated as the Estimated Gross Energy Market Revenues less the Estimated Energy Costs, plus the Estimated Net Operating Reserve Market Revenue for each year of the Term.

### **5. Calculation of the Annual Evaluated Costs for each Prospective Model Year**

The “**Annual Evaluated Costs**” are calculated as the Indexed Annual Fixed Capacity Payments less the Estimated Net Revenues, for each year of the Term. The Annual Evaluated Cost in any given year of the Term would be a payment to the Supplier (if positive), or a payment to the OPA (if negative), as the case may be.

### **6. Calculation of the net present value of all Annual Evaluated Costs**

The Annual Evaluated Costs for each year of the Term will each be converted to a net present value as of the mid-point of the first year of the Term using a real discount rate of 5%, adjusted to a nominal discount rate of 7% after taking an assumed inflation rate of 2% into account. The net present value of all Annual Evaluated Costs over the Term of twenty (20) years (the “**Term NPV**”) will be the sum of the net present values determined above for each year of the Term.

### **7. Calculation of the Evaluated Cost**

The “**Evaluated Cost**”, expressed in Dollars per MW, is an amount equal to the Term NPV divided by the Annual Average Contract Capacity. For greater certainty, the Evaluated

Cost represents the total out of market value, expressed in Dollars per MW, as of the first year of the Term of the NYR Contract for that particular proposed Contract Facility.

### **3.4.2 Step 2: Determination of any Outlier Proposals**

In this step, the OPA will calculate the weighted average Evaluated Cost for all Proposals not rejected in Stage 3 (the “**Weighted Average Evaluated Cost**”), based on the Annual Average Contract Capacity and the Evaluated Cost for each Proposal in the Economic Bid Evaluation.

The OPA will then determine which, if any, of the Proposals is materially higher or lower than the Weighted Average Evaluated Cost (the “**Outlier Proposal**”). The OPA will then consider whether any of these Outlier Proposals have justifiable cost differences based on the information provided in the Proposals and in the breakdowns of the Total Project Costs (as submitted in accordance herewith) and differences in the proposed Contract Facility’s technology, generation equipment or other unique features. If the OPA determines that the cost differences of any of the Outlier Proposals cannot be rationalised, the OPA may in its Discretion disqualify such Proposal.

### **3.4.3 Step 3: Calculation of the Adjusted Evaluated Cost**

Any Proposal that is not disqualified in Step 2 shall then have its Evaluated Cost discounted by a factor that is directly proportional to its Total Point Score received in Stage 3, in order to determine the Proposal’s Adjusted Evaluated Cost.

The OPA will calculate each Proposal’s Discount Factor (DF) based upon the Proposal total point score in Stage 3. The Discount Factor is calculated as follows: if the Proposal’s total point score is equal to or greater than 40, the Discount Factor is calculated as per the formula below:

$$\text{Discount Factor} = (\text{Total Point Score} - 40) * 0.0033$$

For example, if a Proposal received 100 out of 100 points, then the Discount Factor for that Proposal would be 0.200. If a Proposal received 70 out of 100 points, then the Discount Factor for that Proposal would be 0.100.

For the sole purposes of the evaluation process, the OPA will then calculate the “**Adjusted Evaluated Cost**” of a Proposal as the product of (a) the Evaluated Cost, and (b) one minus the Discount Factor, as per the formula below:

$$\text{Adjusted Evaluated Cost} = \text{Evaluated Cost} * (1 - \text{DF})$$

### **3.4.4 Step 4: Selection of the Proposal with the Lowest Adjusted Evaluated Cost**

Subject to the internal governance procedures of the OPA, the Proposal with the lowest Adjusted Evaluated Cost will be selected and the Proponent submitting such selected Proposal will be the Selected Proponent and will be required to enter into the NYR Contract and to carry out the provisions of the NYR Contract and the Proposal.

### **3.4.5 Potential Need to Repeat Evaluation**

If a Proposal becomes invalid for reasons that include, but are not limited to, the following reasons:

- The Proponent fails to deliver the Completion and Performance Security within eight Business Days;
- The Proponent fails to deliver the executed NYR Contract within 10 Business Days as required in Section 2.8;
- The Proponent makes or has made a material misrepresentation in the Proposal;
- The Proponent is in breach or default of this NYR RFP,

then the OPA reserves the right to repeat the evaluation process starting with the step outlined in Section 3.4.3.

## **4. Terms and Conditions**

### **4.1 General Terms and Conditions**

1. Except where expressly set out to the contrary in this NYR RFP, all submissions shall become the property of the OPA and shall not be returned to the Proponent.
2. For the purpose of determining time of receipt of any submission, the clock at the prescribed location for submission shall govern.
3. The onus remains solely with the Qualified Applicant or Registered Participant to instruct courier and delivery personnel to deliver submissions to the relevant specified location by the relevant deadline.
4. All submissions must be complete in all respects at the time of submission.

### **4.2 Definitions**

Capitalized terms used in this NYR RFP have the respective meanings ascribed to them in Appendix A. Unless otherwise indicated, references to sections are references to sections in this NYR RFP.

### **4.3 NYR RFP Documents**

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

1. the body of this NYR RFP and all Appendices;
2. the NYR Contract; and
3. any Addenda.

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

1. Addenda;
2. the body of this NYR RFP and all Appendices, and;
3. the NYR Contract.

All other information and materials (including but not limited to responses to questions or comments and information provided in Information Sessions and supporting materials) are provided for information purposes only, do not form part of this NYR RFP and are not binding on the OPA.

Any conflict or inconsistency between the terms of this NYR RFP and the Proposal shall be resolved by interpreting such documents in the following order from highest priority to lowest priority:

1. this NYR RFP; and
2. the Proposal.

This NYR RFP shall govern over the Proposal to the extent of any conflict or inconsistency.

#### **4.4 Compliance**

If, in the Discretion of the OPA, a Proposal does not comply with the requirements set out in this NYR RFP, the OPA may, without liability, cost or penalty, disqualify the Proposal and the Proposal shall not be given any further consideration. For purposes of this NYR RFP, “comply” and “compliance” mean that the Proposal conforms to the requirements of this NYR RFP without Material Deviation.

#### **4.5 Cancellation or Return of Proposal Security**

For each Proponent whose Proposal is disqualified in Stage 1 or Stage 2, the applicable Proposal Security will be cancelled or returned within 10 Business Days of the Proponent being notified of the Proposal’s failure.

For each Proponent whose Proposal passes Stage 2, but is rejected or not selected in Stage 3 or Stage 4, the applicable Proposal Security will be returned or cancelled within 10 Business Days of the OPA’s announcement of the Selected Proponent.

For the Selected Proponent, the applicable Proposal Security will be cancelled or returned upon delivery of the Completion and Performance Security due as per Section 2.7 and as per the terms of the NYR Contract.

#### **4.6 Proponent's Costs**

Each Qualified Applicant and Registered Participant will bear all costs and expenses in connection with its participation in this NYR RFP, including any costs incurred in the review of this NYR RFP and any expert advice required in responding to this NYR RFP. The OPA and its advisors shall not be liable to pay any Qualified Applicant or Registered Participant costs under any circumstances. In particular, the OPA will not reimburse the Qualified Applicant or Registered Participant in any manner whatsoever in the event of rejection or disqualification of any or all Proposals or in the event of the cancellation of this NYR RFP for any reason. By submitting any submission in response to this NYR RFP, the Qualified Applicant or Registered Participant irrevocably and unconditionally waives any claims against the OPA and its advisors relating to the Qualified Applicant or Registered Participant's costs and expenses, except as permitted pursuant to this Section 4.6.

#### **4.7 Material Breach of "Contract A"**

Each Qualified Applicant and Registered Participant agrees that, if the OPA commits a material breach of this NYR RFP (that is, a material breach of "Contract A"), the OPA's liability to the Qualified Applicant or Registered Participant and the aggregate amount of damages recoverable against the OPA for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the OPA, shall be no greater than the submission preparation costs that the Qualified Applicant or Registered Participant seeking damages from the OPA can demonstrate and shall in any event not include any indirect, punitive or consequential damages.

#### **4.8 Verification**

All statements, information and documentation submitted as part of the Proposal are subject to verification and enforcement in accordance with the terms of this NYR RFP and the NYR Contract as applicable. If such statements, information or documentation are

determined by the OPA to be incorrect or misleading, the OPA reserves the right to re-evaluate the Proponent's compliance with the Mandatory Requirements in Stage 2, and revise any point scores awarded to the Proposal in Stage 3, to revise the Proposal's standing in Stage 4.

## **4.9 Other Procurement Processes**

Participation in the NYR RFP shall not preclude participation in any other present or future OPA procurements (provided that all requirements and criteria set out under each such procurement are satisfied).

This NYR RFP is not in any way intended to preclude, restrict or otherwise discourage any Qualified Applicant from proceeding with the development of new generating facilities outside the scope of the OPA's procurement processes.

## **4.10 NYR Contract**

The Selected Proponent must sign the NYR Contract in the form circulated by the OPA within ten (10) days following selection of the Selected Proponent and must deliver such other closing documents (such as certificates of status, officer's certificates and opinions of counsel) as the OPA requests and as are required or contemplated by the NYR Contract.

## **4.11 Governing Law**

This NYR RFP shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Qualified Applicant or Registered Participant submits to the exclusive jurisdiction of the courts of the Province of Ontario situated in Toronto.

## **4.12 Reserved Rights**

Notwithstanding any other provision of this NYR RFP, the OPA reserves the right to:

1. make public the names of any or all Qualified Applicants and Registered Participants and members of their respective teams;

2. request written clarification or the submission of supplementary written information from any Proponent and incorporate a Proponent's response to that request for clarification into the Proponent's Proposal;
3. meet with some or all Proponents to discuss aspects of their Proposals;
4. verify with any Proponent, or with a third party, any information set out in a Proposal;
5. contact any party providing financing, including obtaining information on such party whether directly from the party or a third party;
6. check references other than those provided by any Proponent;
7. disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
8. waive any informality or irregularity at the OPA's Discretion;
9. disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this NYR RFP;
10. make changes, including substantial changes, to this NYR RFP provided that those changes are issued by way of Addenda in the manner set out in this NYR RFP;
11. cancel this NYR RFP process at any stage;
12. cancel this NYR RFP process at any stage and issue a new RFP for the same or similar deliverables;
13. reject any or all Proposals at the OPA's Discretion;
14. accept only one Proposal; or
15. if only one Proposal is received, elect to accept or reject it.

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances, and the OPA shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Qualified Applicant or Registered Participant or any third party resulting from the OPA exercising any of its express or implied rights under the NYR RFP.

By submitting a Proposal, the Proponent, on its own behalf and on behalf of each member of the Proponent Team to which it belongs, authorizes the collection by the OPA of the information set out under 4, 5 and 6.

## Glossary of Terms

Addendum	Means any addendum issued by the OPA and identified as an “Addendum to NYR RFP” or “Addendum to NYR Contract”, and “Addenda” means more than one Addendum.
A.M. Best	Means A.M. Best Company.
Ancillary Service	Means “ancillary services” as defined in the Market Rules
Appendix or Appendices	Means the Appendix or Appendices that form part of this NYR RFP.
Armitage Tap	Means all portions of the 230 kV transmission line that ties into the B82V/B83V Circuits near Holland Junction and terminate at the Armitage TS.
Business Day	Means a day, other than a Saturday or Sunday or statutory holiday in the Province of Ontario or any other day on which the offices of chartered Banks in Toronto, Ontario are not open for the transaction of business.
Buyer	Means the OPA and its successors or permitted assigns.
CCGT	Means combined cycle gas turbine.
CHP	Means Combined Heat and Power.
Circuit	Means the set of three conductors, one for each electrical phase, that transmit electricity from one power system station to another.
COD Year	Means the year of the proposed COD.
COD or Commercial Operation Date	Means the date on which Commercial Operation is first attained.
Commercial Operation	Has the meaning given to it in the NYR Contract.
Completion and Performance Security	Means the financial security that the Supplier is required to provide to the Buyer prior to and after the execution of the NYR Contract as additional assurance that, among other things, the Supplier will meet the Milestone Dates for the Contract Facility as specified in its Proposal, and will diligently operate and maintain the Contract Facility over the Term in accordance with the NYR Contract.

Conflict of Interest	Means, without limitation, any situation or circumstance where, in relation to this NYR RFP process, the Proponent obtains an unfair advantage or engages in conduct, directly or indirectly, that may allow it to obtain an unfair advantage, including (i) having or having access to information in the preparation of its Proposal that is confidential to the Buyer or the Government of Ontario and that is not available to other Proponents; (ii) communicating with any official or representative of the Buyer or the Government of Ontario or members of the Evaluation Team with a view to influencing preferred treatment in the NYR RFP process; or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the open and fair NYR RFP process and tend to render that process non-competitive and unfair.
Conflict of Interest Declaration	Means the conflict of interest declaration set out in Appendix C.
Connection Area	Means Connection Area A, B, C, D or E as appropriate.
Connection Area A	Means the Armitage TS and the 230 kV lines leaving the Armitage TS up to and including the sixth (6th) transmission tower (Tower #27).
Connection Area B, Connection Area C, Connection Area D, Connection Area E	Means, for each such Connection Area, the portion of the IESO-Controlled Grid referred to in Sections 3.2.11 and 3.3.1.
Connection Areas Map	Means the map of the Connection Areas contained in Appendix K.
Connection Line	Means the electrical wires that form a Circuit(s) between the Contract Facility and the Connection Point.
Connection Point	Means the point or points of connection between the Contract Facility and the IESO-Controlled Grid, as more particularly described in Part 2:10 (Connection Assessment and Approval) of the Market Rules.
Contract Capacity	Means Season 1 Contract Capacity, Season 2 Contract Capacity, Season 3 Contract Capacity or Season 4 Contract Capacity, as applicable and specified by the Proponent in its Economic Bid Statement.
Contract Facility	Means, for the purposes of this NYR RFP, the proposed Contract Facility to be constructed, developed and operated by the Supplier under the Contract.
Control Group Member	Means in respect of any entity (the "Reference Entity") an entity (a) that Controls the Reference Entity, or (b) is Controlled by the Reference Entity.

Control, Controlled or Controls	Means, with respect to any person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary, other than solely as the beneficiary of an unrealized security interest, securities or ownership interests of that person carrying votes or ownership interests sufficient to elect or appoint 50 percent or more of individuals who are responsible for the supervision or management of that person, or (ii) the exercise of de facto control of that person whether direct or indirect and whether through the ownership of securities or ownership interests, by contract or trust or otherwise.
Crown	Means Her Majesty the Queen in Right of Canada or in Right of Ontario, as the case may be.
CV	Means Curriculum Vitae.
DBRS	Means Dominion Bond Rating Service Limited and its successors.
Deemed Dispatch	Means the operation of the Contract Facility under the Deemed Dispatch Option in the NYR Contract.
Deemed Dispatch Option	Has the meaning given to it in the NYR Contract.
Deadline for Issuing Addenda	Means the date and the time on the Schedule or as amended in accordance with this NYR RFP.
Designated Associate	Means an individual or employee of a firm who is under contract to the Proponent to assist it in either planning and developing, or overseeing the construction of the proposed Contract Facility and who has, in a Managerial Capacity, either (i) planned and developed, and/or (ii) overseen the construction of, a Designated Facility.
Designated Employee	Means an individual who is either a principal, officer or an employee (as considered by the Canada Revenue Agency, or its equivalent if not under the jurisdiction of the Canada Revenue Agency) of the Proponent or a Control Group Member of the Proponent.
Designated Equity Provider	Means a person or entity identified as a “Designated Equity Provider” in the Proponent’s RFP submission.

Designated Facility	Means an electricity generation facility, other than the proposed Contract Facility, that is located anywhere in the world and: A) is the same or similar type of generation facility as the proposed Contract Facility. A Designated Facility that is a CCGT or a CHP generation facility will be deemed to be the same or similar type of generation facility as the proposed Contract Facility that is a SCGT generation facility; B) has a Nameplate Capacity of at least 25% of the Nameplate Capacity of the proposed Contract Facility; and is designated to demonstrate experience and qualification with respect to the planning, development, and construction of the proposed Contract Facility.
Designated Team Members	Means the Designated Associates and Designated Employees that are members of the Proponent Team.
Development Experience Form	Means the form contained in Appendix N.
Discretion	Means the sole and absolute discretion of the OPA.
Dispatchable Facility	Means a “generation facility” that is not an “intermittent generator” or a “self-scheduling generating facility”, as each of those terms are defined in the Market Rules.
Distribution System	Means a system connected to the IESO-Controlled Grid for distributing electricity at voltages of 50 kV or less, which is owned and operated by an OEB-licensed electricity distributor, and includes any structures, equipment or other things used for that purpose.
Distribution System Code	Means the code established and approved by the OEB, which, among other things, establishes the obligations of an OEB-licensed electricity distributor with respect to the services and terms of service to be offered to customers and retailers and provides minimum technical operating standards for Distribution Systems.
Dollar, dollar or \$	Means Canadian currency unless otherwise specifically set out to the contrary.
EA Guide	Has the meaning given to it at Section 3.2.6.
Economic Bid Evaluation	Means the evaluation of the Economic Bid Statement by the OPA in accordance with the Economic Bid Evaluation Model.
Economic Bid Evaluation Model	Means the model of the same name found on the Generation Procurement Website.
Economic Bid Statement	Means the form of Economic Bid Statement set out in Appendix D.

Embedded Generation Facility	Means a “generation facility” that is not directly connected to the IESO-Controlled Grid but is instead connected to a “distribution system” as each of those terms are defined in the Market Rules.
End User	Means a person that owns or operates a load facility which utilizes electricity supplied through a direct connection to a Transmission System, a Distribution System, an Existing Generating Facility or the Contract Facility.
Energy Market	Means “energy market” as that term is defined in the Market Rules.
Estimated Operating Water Use	Has the meaning given to it in Section 3.3.8.
Estimated Service Water Use	Has the meaning given to it in Section 3.3.8.
Evaluated Cost	Has the meaning set out in Section 3.4.1.
Evaluated Water Consumption	Has the meaning given to it in Section 3.3.8.
Evaluated Water Consumption Highest	Has the meaning given to it in Section 3.3.8.
Evaluated Water Consumption Lowest	Has the meaning given to it in Section 3.3.8.
Evaluation Team	Means collectively, the OPA’s personnel and advisors who are involved in evaluating Proposals.
Executive Summary	Means the executive summary as set out in Section 3.2.1.
Existing Generating Facility	Means an electricity generating facility, and ancillary lands required by such generating facility, whose generating equipment is operational and is connected to the IESO-Controlled Grid.

Expansion	Means an addition of generating unit(s) to an Existing Generating Facility which: (i) is/are not intended to replace any generating equipment that operates, or had operated within twelve (12) months of the date of submission of the Proposal, at the Existing Generating Facility, (ii) generate(s) electricity output in addition to the electricity output of other generating units that operate or operated at the Existing Generating Facility, (iii) has/have separate revenue grade meters that conform with the IESO metering standards and are dedicated to measuring the electrical output of the added generators and that are accessible to the Buyer; and (iv) do(es) not include any of the electricity generating capacity available from the Existing Generating Facility. For greater certainty, an Expansion does not include an Upgrade of an Existing Generating Facility.
Fairness Advisor	Means the person who is retained by the OPA to provide (i) independent assurance to Proponents and other stakeholders that the selection and contracting processes are fair and transparent and (ii) a written statement that attests that the procurement process was conducted in an objective and fair manner.
Financial Closing	Means, under the NYR Contract, the first date on which drawdown is permissible under the credit facility for the financing of the Contract Facility or, in the event that financing of the Contract Facility does not include a credit facility, the first date on which funding is otherwise available and dedicated for the financing of the Contract Facility.
Fitch IBCA	Means Fitch IBCA, Duff & Phelps, a division of Fitch Inc., or its successors.
GAAP	Means Canadian or U.S. generally accepted accounting principles approved or recommended from time to time by the Canadian Institute of Chartered Accountants or the Financial Accounting Standards Board, as applicable, or any successor institutes, applied on a consistent basis.
Gas Management Overview	Has the meaning given to it in Section 3.2.8.
GD&M	Means gas delivery and management.
Generation Facility Requirements	Means requirements applicable to electricity generators in respect of connection of their equipment to the IESO-Controlled Grid and, in respect of an Embedded Generation Facility, requirements relating to reliability, in each case as specified in Chapter 4 of the Market Rules.

Generation Procurement Website	Means that part of the website referenced as <a href="http://www.powerauthority.on.ca/gp">www.powerauthority.on.ca/gp</a> dedicated to the NYR RFP process.
Glossary of Terms	Means this Glossary of Terms forming part of this NYR RFP attached as Appendix A thereto.
Government of Ontario	Means Her Majesty the Queen in Right of Ontario.
HHV	Means higher heating value of a fuel.
Hydro One	Means Hydro One Networks Inc. or its successors.
IESO	Means the Independent Electricity System Operator of Ontario, or its successors.
IESO-Administered Market	Means the markets established by the Market Rules.
IESO-Controlled Grid	Means the IESO-Controlled Grid as defined by the Market Rules.
Include, Including, include, including, e.g.	Mean including without limitation.
Individual Information Session	Has the meaning given to it in Section 2.5.2.
Information and Privacy Commissioner	Means the Information and Privacy Commissioner of Ontario.
Integrated Power System Plan or IPSP	Means the Integrated Power System Plan as submitted by the OPA to the OEB in August 2007.
Islanding Capability	Means that after an N-2 System Conditions disruption occurs and the faulted Circuit section has been isolated, the generator is capable of supplying electricity to the functional portion of the remaining intact system without the use of the IESO-Controlled Grid as a direct source of electricity to start the generating facility. For additional clarity, any transmission capability of the infrastructure of the IESO-Controlled Grid (at the time that it is not controlled by the IESO) may be utilized, with the understanding that the source of the electricity to start the generating facility must originate outside the IESO-Controlled Grid. Initiating operation and details of operation to provide Islanding Capability would be at the direction of the IESO.
kV	Means kilovolt.
Load Restoration Capability	Means that after an N-2 System Conditions disruption occurs and the faulted Circuit section has been isolated, the generator is capable of supplying electricity to the functional portion of the remaining intact system.

Managerial Capacity	Means that the Designated Employee or Designated Associate personally, and with respect to the Designated Facility, was responsible or managed those that were responsible for these specific functions (planning, developing and/or overseeing the construction of the Designated Facility) and exercised discretion over the day-to-day operations of the activity or function for which the individual had authority.
Mandatory Requirements	Has the meaning given to it in Section 3.2.
Market Rules	Means the rules made under section 32 of the Electricity Act, 1998 (Ontario), as amended from time to time.
Material Deviation	Means a deviation from the Qualified Applicant's, Registered Participant's or Proponent's obligations contained in this NYR RFP that, in the Discretion of the OPA (i) affects such party's or the OPA's obligations or rights in any material way; (ii) affects the obligations or rights of other Proponents, Qualified Applicants or Registered Participants under this NYR RFP; or (iii) results in a failure to satisfy a material component of any requirement set out in the NYR RFP.
Milestone Date	Means the date on which a certain event or condition in relation to the Contract Facility is scheduled to occur as set out in the NYR Contract, the failure of which may have certain consequences as prescribed in the NYR Contract.
Minimum Required Total Point Score	Means the minimum required total point score specified in Section 3.3.
Ministry or Ministries	Refers to the applicable Ministry or Ministries of the Province of Ontario.
Ministry of Energy	Refers to the Ministry of Energy of the Province of Ontario.
MMBTU/hr	Means one million British Thermal Units per hour.
Moody's	Means Moody's Investors Service, Inc. or its successor.
Municipal Response Form	Means the draft letter form set out in Appendix P.
MW	Means megawatt.
N-1 Generating Facility Conditions	Means any occurrence when one (1) of the generating units (which must be the generating unit with the largest nameplate capacity) at the proposed Contract Facility is unavailable to provide electricity to the Transmission System through the Connection Point.

N-1 System Conditions	Means any occurrence when the loading on either one (1) of the electrical Circuits B82V or B83V of the Transmission System connecting Claireville TS in Vaughan to Brown Hill TS in Georgina (including the Armitage Tap) exceeds the line capability. This is to prepare for the potential unavailability of one of these circuits to transmit electricity to the IESO-Controlled Grid.
N-2 System Conditions	Means any occurrence when both of the electrical Circuits B82V and B83V of the Transmission System connecting Claireville TS in Vaughan to Brown Hill TS in Georgina (including the Armitage Tap) have become unavailable to transmit electricity to the IESO-Administered Markets and such disconnects to the said Transmission System have been effected so as to allow supply of electricity to the remaining intact system under the direction of the IESO.
Nameplate Capacity	Means the rated, continuous load-carrying capability net of parasitic or station service loads, expressed in MW, of a generating facility to generate and deliver electricity at a given time, and which includes the Contract Capacity.
Net Revenue Requirement, or NRR	Means the monthly revenue requirement expressed in Canadian dollars per MW per month exclusive of GST and PST, payable by the Buyer in respect of the NYR Contract.
New Build	Means construction of a generating facility that is neither an Upgrade nor an Expansion of an Existing Generating Facility.

Non-Collusion Requirements	<p>Means requirements that a Proponent:</p> <p>(a) not be involved in determining pricing of a Proposal of another Proponent;</p> <p>(b) not coordinate its Proposal with any other Proponent;</p> <p>(c) keep and continue to keep its Proposal confidential until the conclusion of the NYR RFP and selection of the successful Proponent, if any;</p> <p>(d) subject to (e), ensure that no member of its Proponent Team has entered into any agreement or arrangement with any Proponent or any member of its Proponent Team which may affect the Proposal(s) submitted by the Proponent or the other Proponent;</p> <p>(e) in the case of any agreement or arrangement with arm’s-length (as defined in the <i>Income Tax Act (Canada)</i>) third party suppliers, or with third party licensed and regulated gas transporters or distributors (whether or not arm’s length), that may be members of another Proponent Team, ensure that:</p> <p style="padding-left: 40px;">(i) no member of its Proponent Team has entered into any agreement or arrangement with any such third party which may affect the Proposal(s) submitted by the Proponent or the other Proponent by lessening competition, and</p> <p style="padding-left: 40px;">(ii) any and all such third parties shall be subject to legally enforceable obligations to keep any information which may affect the Proposal(s) submitted by the Proponent or the other Proponent confidential; and</p> <p>(f) not engage in any activity or communication that results in a Conflict of Interest, collusion or a violation of any of the civil or criminal provisions of the Competition Act (Canada); and any other non-collusion requirements contained in Appendix L.</p>
Northern York Region or NYR	Means Aurora, East Gwillimbury, King, Newmarket, Whitchurch-Stouffville, Georgina and Bradford West Gwillimbury
NYR Contract	Means: (i) prior to the conclusion of the NYR RFP process, the form of contract entitled NYR Contract mentioned in the Schedule; and (ii) the NYR Contract executed between the Supplier and the Buyer.
NYR RFP	Has the meaning given to it in Section 1.1.
NYR RFQ	Has the meaning given to it in Section 1.1.
OEB	Means the Ontario Energy Board or its successor.
Ontario Power Authority or OPA	Means the Ontario Power Authority and its successors and assigns.

Operating Reserve Market	Means “operating reserve market” as defined in the Market Rules
Outlier Proposal	Has the meaning given to it in Section 3.4.2.
Period of Irrevocability	Has the meaning given to it in Section 2.7.3.
Primary Fuel	Means fuel used for electricity generation which represents more than 75% of the total fuel heat input, on a HHV basis, in any calendar year.
Proponent	A Registered Participant that submits one or more Proposals.
Proponent Team	Means, collectively, a Proponent and all entities and persons (including equity providers named in the Proposal) involved in the preparation of the Proposal(s) under this NYR RFP and/or required by the Proponent to successfully implement its Proposal(s) for this NYR RFP and to comply with this NYR Contract. For greater certainty, members of the Proponent Team shall include the Proponent and the Proponent’s technical, financial and legal advisors, and any other person otherwise assisting the Proponent in the preparation of its Proposal(s), but shall not include any lenders or any technical or legal advisors to such lenders.
Proposal	Means a proposal for a Contract Facility made by a Registered Participant under the NYR RFP.
Proposal Completeness Requirements	Has the meaning given to it in Section 3.1.
Proposal Return Label	Means the delivery label attached in Appendix F.
Proposal Security	Means the financial security submitted with the Proposal as described in Section 3.2.15 in the form attached in Appendix G or Appendix H.
Proposal Submission Deadline	Means the date and time set out in the Schedule in Section 2.2 and referred to as the Proposal Submissions Deadline, or such other time as may be set out in an Addendum.
Proposal Submission Form	Means the form attached as Appendix I.
Qualified Applicant	Means an applicant under the NYR RFQ whose submission thereunder was determined by the OPA to be a Qualified Submission as defined in the NYR RFQ.
Question and Comment Period	Means the time period specified in the Schedule in Section 2.2 for asking questions regarding this NYR RFP.
Rated Criteria	Has the meaning given to it in Section 3.3.
Rated Criteria Information Form	Means the form annexed as Appendix B.

Registered Participant	Means a Qualified Applicant that has registered with the OPA by submitting a completed Registration Form and the OPA letter responding thereto, and paying to the OPA the Registration Fee.
Registration Deadline	Means the deadline for registration of a Qualified Applicant as a Registered Participant as set out in the Schedule.
Registration Fee	Means the per-Proposal fee payable to the OPA by each Qualified Applicant for registration as a Registered Participant pursuant to Section 2.4.
Registration Form	Means the form attached as Appendix J.
Required Connection Areas Map	Means the Required Connection Areas Map that forms part of this NYR RFP and is attached as Appendix K.
Required Connection Points	Has the meaning given to it in Section 3.2.11.
Required Forms	Has the meaning given to it at Section 3.1.
S&P	Means the Standard and Poor’s Rating Group (a division of McGraw-Hill Inc.) or its successors.
SCGT	Means simple cycle gas turbine.
Schedule	Means the schedule set forth in Section 2.2.
Screening Report	Has the meaning given to it in the EA Guide
Season 1	Means that portion of each Contract Year that begins at the beginning of the hour ending 01:00 (EST) on December 1 and ending at 24:00 (EST) on February 28 (or 29) of each Contract Year.
Season 2	Means that portion of each Contract Year that begins at the beginning of the hour ending 01:00 (EST) on March 1 and ending at 24:00 (EST) on May 31 of each Contract Year.
Season 3	Means that portion of each Contract Year that begins at the beginning of the hour ending 01:00 (EST) on June 1 and ending at 24:00 (EST) on August 31 of each Contract Year.
Season 4	Means that portion of each Contract Year that begins at the beginning of the hour ending 01:00 (EST) on September 1 and ending at 24:00 (EST) on November 30 of each Contract Year.
Section	Means the section or subsection or paragraph or subparagraph of this NYR RFP as applicable.
Selected Proponent	Means a Proponent whose Proposal has been selected and accepted by the OPA, in accordance with Section 3 and that becomes obligated to enter into the NYR Contract as provided in this NYR RFP.
Specified Forecast Index	Has the meaning given to it in clause 3 (b) of Section 3.4.1.
Stages	Means any of Stage 1, Stage 2, Stage 3 and Stage 4

Stage 1	Means the Proposal Completeness Requirements Stage described in Section 3.1.
Stage 2	Means the Mandatory Requirements Stage described in Section 3.2.
Stage 3	Means the Rated Criteria Stage described in Section 3.3
Stage 4	Means the Evaluation and Selection Stage described in Section 3.4.
Statement of Completion	Has the meaning given to it in the EA Guide.
Statutory Declaration	Means the form attached as Appendix L.
Supplier	Means a Selected Proponent who has executed and delivered to the OPA the NYR Contract.
Tangible Net Worth	Means, in respect of a Designated Equity Provider, at any time and without duplication, an amount determined in accordance with GAAP, and calculated as (a) the sum of capital stock, preferred stock, paid-in capital, contributed surplus, retained earnings, capital reserves, and cumulative translation adjustment (whether positive or negative), minus (b) the sum of any amounts shown on account of any common stock reacquired by the Designated Equity Provider or guarantor as applicable, patents, patent applications, service marks, industrial designs, copyrights, trade marks and trade names, and licenses, prepaid assets, goodwill and all other intangibles.
Tangible Net Worth Form	Means the Tangible Net Worth Form contained in Appendix O.
Technical Information Session	Has the meaning given to it in Section 2.5.1.
Technical Questionnaire	Means the Technical Questionnaire contained in Appendix M.
Transmission System	Means a system for conveying electricity at voltages of more than 50 kilovolts and includes any structures, equipment or other things used for that purpose.
Transmission System Code	Means the code approved by the OEB and in effect from time to time, which, among other things, sets the standards for a Transmitter's existing Transmission System and for expanding the Transmitter's transmission facilities in order to connect new customers to it or accommodate increase in capacity or load of existing customers.
Transmitter	Means a person licensed as a "transmitter" by the OEB in connection with a Transmission System.
Weighted Average Evaluated Cost	Has the meaning given to it in Section 3.4.2.

**RATED CRITERIA INFORMATION FORM**

The following Rated Criteria Information Form will assist in the evaluation of the Proposal. To the extent that information inserted by the Proponent in this form modifies or supplements the Proposal, it will be considered to be part of the Proposal.

Please check all applicable boxes and fill out information as required. By filling out this form, you are providing the OPA with information that will assist the OPA in applying the Rated Criteria to your Proposal.

<b>3.3.1: Electrical Connection Point and Islanding</b>	
(a) Information and materials regarding the Electrical Connection Point are provided as part of the supporting evidence required by Section 3.2.14 and the Proponent’s response to the Technical Questionnaire.	
Proposal Section Reference	
(b) Attached are information and materials to support the Islanding Capability of the proposed Contract Facility. If Islanding Capability is not being proposed, enter “N/A”	
Proposal Section Reference	
<b>3.3.2: Environmental Assessment</b>	
Attached is evidence of the Proponent’s Environmental Assessment status and progress, including required permits or approvals.	
Proposal Section Reference	
<b>3.3.3: Municipal and Regional Approvals</b>	
Attached are information and materials regarding level of progress in obtaining Municipal and Regional Approvals such as official plan amendment and, where applicable, secondary plan amendment and zoning by-law amendment for the proposed Contract Facility with the local municipality and, where applicable, the regional municipality.	
Proposal Section Reference	
<b>3.3.4: Community Outreach</b>	
Attached are a Community Outreach Summary and supporting evidence.	

Proposal Section Reference		
<b>3.3.5: EPC Arrangements</b>		
Evidence of the Proponent’s EPC Arrangements is attached.		
Proposal Section Reference		
<b>3.3.6: Equipment Availability</b>		
Evidence and supporting documentation to demonstrate Proponent’s progress, including any agreements, commitments, letters of intent or memoranda of understanding to evidence their status, are attached.		
Proposal Section Reference		
<b>3.3.7: Fuel Supply</b>		
A description, evidence and supporting documentation of the Fuel Supply are attached.		
Proposal Section Reference		
<b>3.3.8: Water Use</b>		
The average quantity of water consumed (net of recirculated water), in litres per hour, by the proposed Contract Facility when in operation for each of the following functions is as follows:		
Proposal Section Reference	<b>Operating Functions</b>	<b>Litres / hour</b>
	Cooling (equipment, process fluids, etc.)	
	Emissions control	
	Inlet fogging (if applicable)	
	Any other operating functions	
	<b>Estimated Operating Water Use</b> (total of all operating functions listed above)	

<p>The average quantity of water consumed (net of recirculated water), in litres per day, by the proposed Contract Facility regardless of whether it is or is not operating is as follows:</p>		
<p>Proposal Section Reference</p>	<p><b>Service Functions</b></p>	<p><b>Litres / day</b></p>
	Maintenance and Equipment Cleaning	
	Use by Plant Personnel	
	Other uses (specify):	
	Other uses (specify):	
	<b>Estimated Service Water Use</b> (total of all service functions listed above)	
<p>In support of the foregoing, the Proponent attaches the following:</p>		
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>Documentation from the original equipment manufacturer(s) in the forms of tables, curves, or other to support the water requirements of the equipment.</p>	
<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>A summary of the water balance for the proposed Contract Facility, along with a diagram showing sufficient detail with respect to water use.</p>	
<p><b>3.3.9: Water Supply</b></p>		
<p>Evidence and supporting documentation is attached, including a letter, or letters, from each of the local municipality and, where applicable, the regional municipality, outlining if and how the proposed Contract Facility’s water and waste water requirements will be met, what approvals are required, associated milestones for obtaining such approvals and such water and waste water services, as well as any concerns regarding the proposed Contract Facility’s water and waste water requirements that the municipality may have as they relate to the proposed Contract Facility.</p>		
<p>Proposal Section Reference</p>		

**3.3.10: Proposed Milestone Date for Commercial Operation**

Information regarding the Proponent’s Proposed Milestone Date for Commercial Operation is provided in the Proponent’s response to the Technical Questionnaire.

Proposal Section Reference	
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**CONFLICT OF INTEREST DECLARATION**

PROVINCE OF ONTARIO  
TO WIT

IN THE MATTER OF a proposal dated <\*>, 2008 to which this Declaration forms an integral part (the “Proposal”) prepared by <\*> (the “Proponent”), and submitted in response to a Request for Proposals for approximately 350 MW of Peaking Generation in Northern York Region issued by the Ontario Power Authority and dated [July 31], 2008 (the “NYR RFP”)

I, <\*>

OF THE <\*>

IN THE <\*>

SOLEMNLY DECLARE THAT

(1) I am the <\*> of the Proponent and as such, have knowledge of the matters declared below, and am duly authorized by the Proponent to execute this declaration. All capitalized terms used in this declaration, unless otherwise stated, have the meanings ascribed to them in the NYR RFP.

(2) By checking one of the following boxes that applies, I confirm that:

(a)  “NO” - there is not, nor was there, any actual or potential Conflict of Interest relating to the preparation of the Proposal.

(b)  “YES” - there is, or was, an actual or potential Conflict of Interest relating to the preparation of the Proposal.

*[Note to Proponent: If you placed a checkmark in the box marked “NO”, do not complete any of paragraphs 3 and 4. If you placed a checkmark in the box marked “YES” above, complete each of paragraphs 3 and 4.]*

(3) The following is a list of actual or potential Conflicts of Interest relating to the preparation of the Proposal or the performance of the contractual obligations contemplated in the NYR RFP:

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(4) In submitting the Proposal, the Proponent has / has no **[Note to Proponent: Strike out the inapplicable portion]** knowledge of or ability to avail itself of confidential information of the Crown in right of Ontario or the OPA (other than confidential information which may have been disclosed by the OPA to all Proponents in the normal course of the NYR RFP) which is relevant to the NYR RFP or the Proposal.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the <*> of <*>, in the [County/Region] of <*>, on <*> .			
Commissioner for taking affidavits			Name

### ECONOMIC BID STATEMENT

For any parameters that are stated in terms of Dollars or Dollars per unit, the Dollars are to be exclusive of any applicable GST and PST. All costs are to be expressed in Dollars as of the COD Year.

All elements of the Economic Bid Statement must be entered precisely in numeric form using the format provided below without further information, condition, or qualification whatsoever in the Proposal.

**Proponents are advised that any deviation from the required format of the Economic Bid Statement whatsoever, such as the provision of a price range, conditional price, qualified price, or an incomplete price, shall result in the disqualification of the Proposal. Disclosure by the Proponent or any member of the Proponent Team of any of the elements of the Economic Bid Statement (other than the Contract Capacities) elsewhere in the Proposal or otherwise shall result in disqualification of the Proposal.**

Name of Proponent:	
Name of Proposed Contract Facility:	
Proposed Milestone Date for Commercial Operation:	

Description	Value
Net Revenue Requirement ( <i>\$ per MW-Month</i> )  <i>(Note: the Net Revenue Requirement must be the sum of the Plant Net Revenue Requirement and the GD&amp;M Partial Net Revenue Requirement)</i>	\$ _____/MW-Month
Plant Net Revenue Requirement ( <i>\$ per MW-Month</i> )	\$ _____/MW-Month
GD&M Partial Net Revenue Requirement ( <i>\$ per MW-Month</i> )	\$ _____/MW-Month
Net Revenue Requirement Indexing Factor <i>(Note: between 0% to 20%)</i>	_____ %
Annual Average Contract Capacity (MW) (from and after Contract Facility COD)	_____ MW

Description	Value
Nameplate Capacity (MW)	_____ MW
Start-Up Gas for the Contract Facility (MMBTU/start-up)	_____ MMBTU/start-up
Start-Up Maintenance Cost (\$/start-up)	\$_____ /start-up
Operation and Maintenance Costs (O&M Costs) (\$/MWh)	\$_____/MWh
Operating Reserve Cost (OR Cost) (\$/MWh)	\$_____/MWh
Maximum Hourly Gas Volume Required for the Contract Facility (MMBTU/h)	_____ MMBTU/h
Contract Heat Rates (expressed as MMBTU/MWh) (HHV)	Season 1 Contract Heat Rate: _____ Season 2 Contract Heat Rate: _____ Season 3 Contract Heat Rate: _____ Season 4 Contract Heat Rate: _____
Contract Capacities (MW)	Season 1 Contract Capacity: _____ MW Season 2 Contract Capacity: _____ MW Season 3 Contract Capacity: _____ MW Season 4 Contract Capacity: _____ MW
10nORCC (MW) <i>(Note: the 10nORCC may be 0)</i>	Season 1 10nORCC: _____ MW Season 2 10nORCC: _____ MW Season 3 10nORCC: _____ MW Season 4 10nORCC: _____ MW

The undersigned acknowledges and agrees that it has carefully reviewed all of the information provided in this Economic Bid Statement including, without limitation, all values and their corresponding units of measure, and confirm all of same to be complete and accurate.

Dated at ● this ● day of ● 2008.

*[Insert name of Proponent]*

By:

\_\_\_\_\_  
Name: ●

Title: ●

By:

\_\_\_\_\_  
Name: ●

Title: ●

I/we have the authority to bind the Proponent.

**APPENDIX E INTENTIONALLY DELETED**

**PROPOSAL RETURN LABEL**

AFFIX THIS LABEL (IN THE BOX BELOW) TO YOUR PROPOSAL SUBMISSION PACKAGE ENVELOPE:

<b>RFP No. NYR-RFP-2008</b>	
Proponent to complete the following:	
<b>(Full Legal Name and Address)</b>	
<b>DATE</b>	_____
<b>PROPONENT</b>	_____
<b>CONTACT</b>	_____
<b>ADDRESS</b>	_____
	_____
<b>PHONE NO</b>	_____
<b>FAX NO</b>	_____
<b>E-MAIL</b>	_____
To:	<b>BNY Trust Company of Canada 4 King Street West, Suite 1101 Toronto, Ontario M5H 1B6</b>
	<b>Attn: Ontario Power Authority – NYR RFP</b>

The Postal Code is to aid in identifying the building only. The onus remains solely with Registered Participants / Proponents to instruct courier/ delivery personnel to deliver Proposal submissions to the exact address and suite location specified above by the Proposal Submission Deadline. Registered Participants / Proponents assume sole responsibility for late deliveries if these instructions are not strictly adhered to. The Ontario Power Authority does not accept responsibility for Proposals directed to any location other than the one indicated on the label above.

Proposals must be submitted in a sealed package(s) to the address indicated on the Proposal Return Label between the hours of 9:00 a.m. and 5:00 p.m. (EPT), Monday through Friday (excluding statutory holidays in Ontario), AND **NO LATER** THAN THE PROPOSAL SUBMISSION DEADLINE FOR THE NYR RFP.

Failure to affix this label to your submission envelope/ package may also result in Proposals not being recognized as a Proposal. This could result in your Proposal arriving late at the address indicated on the Proposal Return Label and will be deemed late, disqualified and returned to the Registered Participant.

**PROPOSALS RECEIVED BY FAX OR ANY OTHER KIND OF ELECTRONIC TRANSMISSION WILL BE REJECTED**

**PROPOSAL SECURITY (FORM OF LETTER OF CREDIT)**

DATE OF ISSUE:	[Insert Date]
APPLICANT:	[Insert Proponent's Name]
BENEFICIARY:	Ontario Power Authority
AMOUNT:	<*>
EXPIRY DATE:	[Insert Expiry Date, being a minimum of ninety (90) days after the Proposal Submission Deadline]
EXPIRY PLACE:	Toronto Counters of the issuing financial institution
CREDIT RATING:	[Insert credit rating only if the issuer is not a financial institution listed in either Schedule I or II of the <i>Bank Act</i> (Canada)]
TYPE:	Irrevocable and Unconditional Standby Letter Of Credit Number: <*>

We hereby authorize you to draw on [insert name of Bank and Bank's address in Toronto] in respect of irrevocable and unconditional standby letter of credit No. <\*> (the "Credit"), for the account of the Applicant up to an aggregate amount of \$<\*> (Canadian dollars) available by your drafts at sight, accompanied by the Beneficiary's signed certificate stating that:

"The Proponent, whose Proposal has been selected and accepted by the Beneficiary, has failed to deliver the Initial Completion and Performance Security within eight (8) Business Days of the date on which the Proponent was given the Contract to sign, or has failed to sign the Contract within ten (10) Business Days of the date on which the Proponent was given the Contract to sign, or has made a material misrepresentation in the Proposal, or is in breach or default of the NYR RFP and therefore the Beneficiary is entitled to draw upon the Credit in the amount of the draft attached hereto. All capitalized terms used in this certificate that have not been defined herein have the meanings ascribed to them in the NYR RFP."

Drafts drawn hereunder must bear the clause “Drawn under irrevocable and unconditional Standby Letter of Credit No. **[insert number]** issued by **[the bank]** dated **[insert date]**”.

This Credit is issued in connection with the Request for Proposals for approximately 350 MW of Peaking Generation in Northern York Region issued by the Ontario Power Authority dated **[July 31]**, 2008 and the Proposal dated **[insert date of Proposal]** submitted by the Proponent in response thereto (the “Proposal”).

We agree with you that all drafts drawn under, and in compliance with the terms of this Credit will be duly honoured, if presented at the counters of **[insert the bank]** in Toronto, **[insert bank’s address]** at or before 5:00 p.m. (EPT) on **[insert the expiry date]**.

It is a condition of this Credit that if there should be an interruption of the issuing bank’s business upon the expiry date, arising out of any of the circumstances provided for in the Uniform Customs and Practice for Documentary Credits (2003 Revision), International Chamber of Commerce Publication No. 590, this Credit shall automatically be extended to the first following day on which the issuing bank resumes business.

The Credit is subject to the International Standby Practices ISP 98, International Chamber of Commerce Publication No. 590, and as to matters not addressed by ISP 98, shall be governed by the laws of the Province of Ontario and applicable Canadian federal law without regard to principles of conflict of laws, and the parties hereby irrevocably agree to attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

**[BANK OR QUALIFIED FINANCIAL INSTITUTION]**

By:\_\_\_\_\_

AUTHORIZED SIGNATORY

**PROPOSAL SECURITY (FORM OF BID BOND)**

**BID BOND**

**Bond No.:** <\*>

**Bond Amount:** \$(<\*>)

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**[Insert Proponent’s name]** as Principal, hereinafter called the Principal, and **[insert Surety’s name]** a corporation created and existing under the laws of **[insert originating jurisdiction]** and duly authorized to transact the business of Suretyship in the Province of Ontario as Surety, hereinafter called the Surety, are held and firmly bound unto the Ontario Power Authority as Obligee, hereinafter called the Obligee, in the amount of <\*> Dollars (\$<\*>) of lawful money of Canada, for the payment of which sum the Principal and the Surety binds itself, its heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the Principal has submitted a written proposal to the Obligee dated the **[insert date of Proposal]**, hereinafter called the Proposal, for the development and operation of an electrical generating facility in the Province of Ontario, in response to a Request for Proposals for approximately 350 MW of Peaking Generation in Northern York Region issued by the Ontario Power Authority and dated **[July 31]**, 2008 hereinafter called the NYR RFP. All capitalized terms used in this Bid Bond that have not been defined herein have the meanings ascribed to them in the NYR RFP.

The condition of this obligation is that the Principal has failed to deliver the Initial Completion Performance Security within eight (8) Business Days of the date on which the Principal is given the Contract to sign, or has failed to sign the Contract within ten (10) Business Days of the date on which the Principal is given the Contract to sign, or has made a material misrepresentation in the Proposal, or is in breach or default of the NYR RFP, in which case the Principal and the Surety will pay unto the Obligee the entire amount of the Bid Bond; otherwise, this obligation shall be null and void.

The Principal and the Surety shall not be liable for a greater sum than the Bond Amount.

Any suit under this Bond must be instituted before the expiration of twelve (12) months from the date of this Bond.

No right of action shall accrue hereunder to or for the use of any person or corporation other than the Obligee named herein, or the successors or assigns of the Obligee.

The Surety confirms that as of the date of this Bond, it has a financial strength rating of A- or higher by A.M. Best in financial size category VIII or higher.

IN WITNESS WHEREOF, the Principal and the Surety have signed and sealed this Bond this <\*> day of <\*>, 2008.

**[PRINCIPAL]**

By: \_\_\_\_\_

Name: <\*>

Title: <\*>

I/we have the authority to bind the Principal.

**[SURETY]**

By: \_\_\_\_\_

Name: <\*>

Title: <\*>

I/we have the authority to bind the Surety.

**PROPOSAL SUBMISSION FORM**

**TO: ONTARIO POWER AUTHORITY**

**RE: IN THE MATTER OF** our proposal dated \_\_\_\_\_ <\*>, 2008, to which this Proposal Submission Form is an integral part (the “Proposal”) prepared by \_\_\_\_\_ <\*> (the “Proponent”), and submitted in response to a Request for Proposals for approximately 350 MW of Peaking Generation in Northern York Region issued by the Ontario Power Authority and dated [July 31], 2008 (the “NYR RFP”), I am duly authorized by the Proponent, including the persons, firms, corporations and advisors joining in the submission of this Proposal, to execute this Proposal Submission Form. I solemnly declare and promise as follows:

**A. Proposal Completeness Requirements Checklist**

I enclose herewith as part of the Proposal the Proponent’s responses to the Proposal Completeness Requirements (Section 3.1 of the NYR RFP), as set out below:

DOCUMENT	YES	PAGE
<b>Executive Summary</b>		
<b>Rated Criteria Information Form – Appendix B</b>		
<b>Conflict of Interest Declaration – Appendix C</b>		
<b>Economic Bid Statement – Appendix D</b> <small>(Note: The Economic Bid Statement must be submitted as further provided in Section 2.7.1. The Economic Bid Statement must not be disclosed or described in any other part of the Proposal, failing which the Proposal shall be disqualified.)</small>		
<b>Registration Form – Appendix J</b>		
<b>Mandatory Technical Requirements Declaration and Statutory Declaration (Combined) – Appendix L</b>		
<b>Technical Questionnaire – Appendix M</b>		
<b>Development Experience Form – Appendix N</b>		
<b>Tangible Net Worth Form – Appendix O</b>		

**B. Proof of Insurance**

By signing this Proposal Submission Form, I acknowledge the Proponent’s willingness, should it become a Selected Proponent, to provide proof of insurance coverage as required in the NYR Contract.

**C. Review**

I have carefully examined the NYR RFP documents (including all Addenda) and have a clear and comprehensive knowledge of the mandatory requirements under the NYR RFP. By submitting our Proposal, the Proponent agrees and consents to the terms, conditions and provisions of the NYR RFP.

**D. Execution of Agreement**

I understand that, in the event our Proposal is successful and is selected by the OPA, in whole or in part, the Proponent agrees to submit the Initial Completion and Performance Security on the terms set out in the NYR RFP and to finalize and execute the NYR Contract in accordance with the terms of the NYR RFP, including all Addenda.

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Signature of Witness:

Name of witness:

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Signature of Proponent Representative:

Name and Title:

Date:

I have authority to bind the Proponent

## Registration Form

A Registered Participant is entitled to participate in the individual information sessions and is able, in accordance with the NYR RFP, to submit a Proposal in response to the NYR RFP. To become a Registered Participant, this completed registration form (the “**Registration Form**”), together with a non-refundable registration fee of \$10,000 in Canadian dollars plus GST by way of a certified cheque or a bank draft made out in favour of “Ontario Power Authority” (the “**Registration Fee**”), must be delivered in accordance with the instructions set out in Section 2.5.2 of the NYR RFP. Please note that the OPA’s GST licence number is 854195039RT0001.

Any information provided in this Registration Form will be kept confidential by the OPA and will not be used in the evaluation of Proposals.

Name of Registered Participant: \_\_\_\_\_

Proposed Contract Facility: \_\_\_\_\_

Nameplate Capacity and MVA rating: \_\_\_\_\_

Technology and Configuration: \_\_\_\_\_

Location and Connection Point: \_\_\_\_\_

Primary Contact Person: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

The undersigned confirms that the following are the names of all Designated Members and all Designated Equity Providers identified in the Qualified Applicant’s RFQ Submission under the NYR RFQ:

Designated Members:

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Designated Equity Providers:

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and that all such Designated Members and Designated Equity Providers will be Proponent Team members, unless the OPA has otherwise provided its prior written consent.

Name(s) and Email Address(es) of Proponent Team member(s) to have access to Question and Comment Sessions:

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Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

**[insert name]**

\_\_\_\_\_  
Per: (authorized signing officer)

(Print Name)

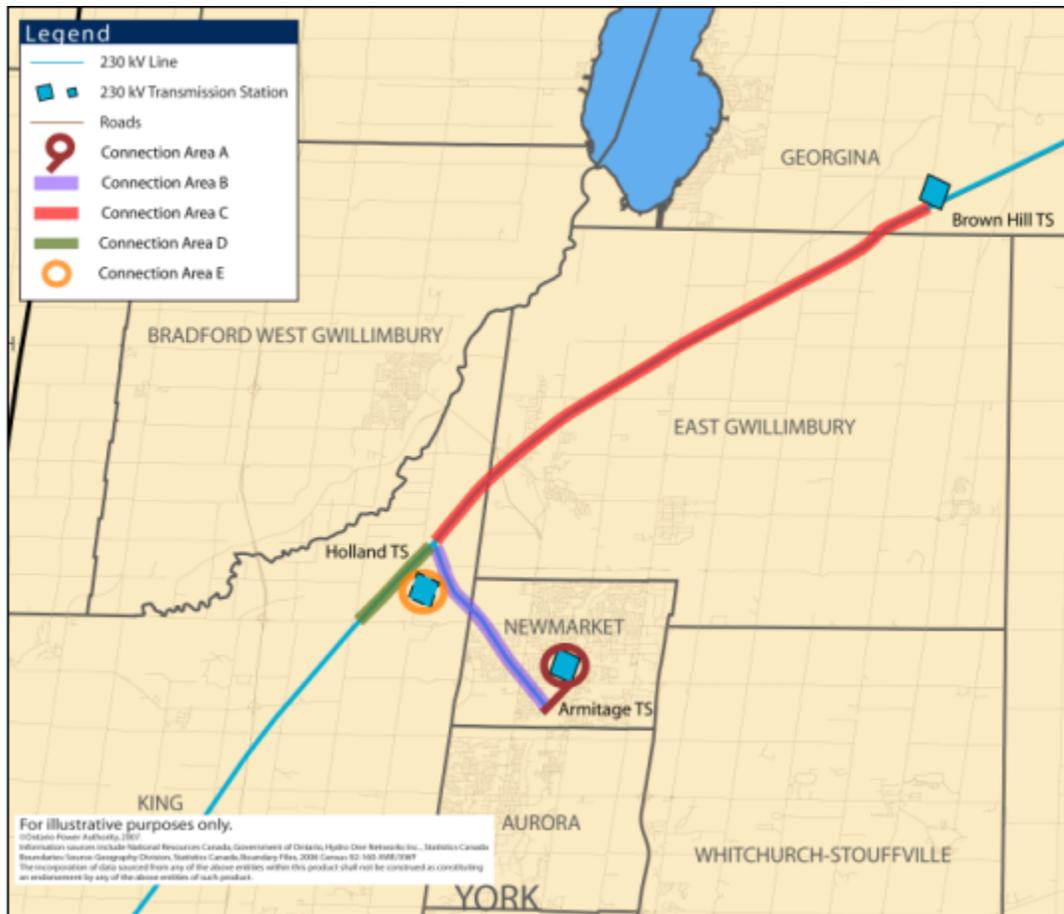
(Title)

(Phone Number)

(Fax

Number)

I/we have the authority to bind the corporation.



**MANDATORY TECHNICAL REQUIREMENTS DECLARATION**

**AND**

**STATUTORY DECLARATION**

(COMBINED)

PROVINCE OF ONTARIO  
TO WIT

IN THE MATTER OF a proposal dated ,  
2008 to which this Declaration forms an  
integral part (the “Proposal”) prepared by   
(the “Proponent”), and submitted in response  
to a Request for Proposals for approximately  
350 MW of Peaking Generation in Northern  
York Region issued by the Ontario Power  
Authority and dated [July 31], 2008 (the “NYR  
RFP”)

I, ●

OF THE ●

IN THE ●

**SOLEMNLY DECLARE THAT**

- (1) I am the ● of the Proponent and as such, have knowledge of the matters declared below, and am duly authorized by the Proponent to execute this declaration. All capitalized terms used in this declaration, unless otherwise stated, have the meanings ascribed to them in the NYR RFP.

**MANDATORY TECHNICAL REQUIREMENTS**

- (2) The Executive Summary forms part of the Proposal and the contents of the Executive Summary are true and correct.
- (3) The Proponent is either the Registered Participant or a Control Group Member of a Registered Participant.
- (4) The description in the Proposal of the Company Experience and the Designated Team Members’ Experience contained in response to Section 3.2.3 of the NYR RFP is true and correct.
- (5) Based upon information provided to me by the Designated Equity Provider(s), I believe that the information provided in the Proposal in response to Section 3.2.4

of the NYR RFP is true and correct as of the dates of the supporting documentation so provided and that it fairly represents the financial condition of the Designated Equity Provider(s) as of the date of the Proposal.

- (6) The information provided in the Proposal in response to Section 3.2.5 of the NYR RFP is true and correct and the Proponent has an appropriate option to purchase, lease, license or use the land(s) referred to in the Proposal as the site of the proposed Contract Facility. If there is an option, such option is exercisable by the Proponent for at least 180 days after the Proposal Submission Deadline. The Proponent is entitled to exercise site control no later than the proposed Financial Closing date with site control expiring no sooner than the end of Term. The supporting documentation in connection with site control is true and correct and remains in full force and effect.
- (7) The Proponent has commenced the Environmental Screening Process in accordance with the EA Guide. The information contained in the response of the Proponent in the Technical Questionnaire is true and correct with respect to the requirements of Section 3.2.6 of the NYR RFP.
- (8) The information provided in the Proposal regarding Fuel Supply in response to Section 3.2.7 of the NYR RFP is true and correct.
- (9) The Proponent is able to satisfy the GD&M Performance Requirements set out in Exhibit S of the NYR Contract, as required by Section 3.2.8 of the NYR RFP.
- (10) The proposed Contract Facility is either a New Build or an Expansion, as set out in the Proposal. The proposed Contract Facility (a) is a Dispatchable Facility, (b) is a simple cycle configuration generating facility, (c) utilizes natural gas as the Primary Fuel, and (d) will be designed, constructed, and operated in compliance with all relevant requirements of the Market Rules, the Transmission System Code, the Distribution System Code, and all other laws and regulations, as applicable.
- (11) The proposed Contract Facility will be physically located as set out in the Proposal in response to Section 3.2.10 of the NYR RFP.
- (12) The proposed Contract Facility will be connected directly to the IESO-Controlled Grid and will have a Connection Point as set out in the Proposal in response to Section 3.2.11 of the NYR RFP.
- (13) The proposed Contract Facility is planned as a single generating facility (a) that will be able to provide a minimum of 135 MW at 30 °C under both N-1 System Conditions and N-1 Generating Facility Conditions simultaneously, (b) each generating unit of which will be designed to supply either transmission Circuit at all times, (c) that will be able to provide a minimum of 270 MW at 30°C under N-

2 System Conditions, (d) that will have a Season 3 Contract Capacity of no less than 270 MW, and (e) that will have a Contract Capacity of no more than 400 MW in any of Season 1, Season 2, Season 3 or Season 4.

- (14) The information regarding planned Load Restoration Capability of the proposed Contract Facility set out in the Technical Questionnaire in response to Section 3.2.13 of the NYR RFP is true and correct.
- (15) The supporting documentation provided in response to Section 3.2.14 of the NYR RFP is true and correct.
- (16) The information contained in the Economic Bid Statement is true and correct.
- (17) The Commercial Operation Date provided in the Proposal in response to Section 3.2.17 is the true and correct Commercial Operation Date as planned by the Proponent.

#### **PROPOSAL VALIDITY AND SECURITY**

- (18) The Proposal is valid, irrevocable, and open for acceptance, until 5:00 P.M. (ET) on the ninetieth (90th) day after the Proposal Submission Deadline.
- (19) The Proponent has consented, pursuant to subsection 17(3) of the *Freedom of Information and Protection of Privacy Act* (Ontario), to the disclosure, on a confidential basis, of the Proposal by the OPA to the Evaluation Team and the OPA's other advisors retained for the purpose of evaluating or participating in the evaluation of the Proposal.
- (20) The Proponent has received and reviewed the NYR RFP issued by the OPA, together with any and all addenda thereto either posted on the Generation Procurement Website or mailed or emailed to the Proponent from time to time, up to and including the Deadline for Issuing Addenda on , 2008.
- (21) The Proponent has received and reviewed the final NYR Contract issued by the OPA, together with any and all addenda thereto either posted on the [www.powerauthority.on.ca/gp](http://www.powerauthority.on.ca/gp) website or mailed to the Proponent from time to time, up to and including the Deadline for Issuing Addenda on , 2008, and has agreed to be bound by the terms of the NYR Contract including any security that may be required under the NYR Contract.
- (22) Neither the Proponent, the proposed Contract Facility described in the Proposal, nor any member of the Proponent Team is the subject of any bona fide legal proceedings, investigation or regulatory hearings that could materially impact the financial condition of the Proponent or any of the entities involved in financing and operations for the proposed Contract Facility.

- (23) The Proponent has agreed that the OPA shall be able to draw upon the full amount of the Proposal Security if the Proponent, having become a Selected Proponent, has failed to sign the NYR Contract or has failed to deliver the Initial Completion and Performance Security to the OPA within the time required as set forth in the NYR RFP, or has made a material misrepresentation in the Proposal, or is in breach or default of the NYR RFP.
- (24) Without limiting any of the declarations set out above, to the best of my knowledge and belief, after having made due inquiry, all the information set out in the Proposal is true and correct as of the date hereof.

#### NON-COLLUSION

- (25) No person, firm or corporation, nor any person representing the Proponent and/or participating in the submission of the Proposal, has directly or indirectly entered into any discussion, communication, agreement or arrangement with any other Registered Participant or Proponent, whereby the Proponent, in order to induce acceptance of the Proposal by the OPA or otherwise in connection with the NYR RFP, has paid or is to pay or provide to any other Registered Participant or Proponent anything of value, and that the Proponent has not, directly or indirectly entered into any discussion, communication, arrangement or agreement with any other Registered Participant, Proponent or Proponents that could have the effect of reducing competition in respect of the subject matter of this NYR RFP.
- (26) In preparing its Proposal(s), only the following individuals **[state names of individuals]** were involved in determining pricing of its Proposal(s) (whether as a member of its Proponent Team or otherwise), no other individuals were so involved and such individuals were not involved in determining pricing of a Proposal of another Registered Participant or Proponent.
- (27) The Proponent:
  - (a) has not coordinated its Economic Bid Statement or any other aspect of any of its Proposal(s) with another Registered Participant or Proponent; and
  - (b) has kept and will continue to keep the Proposal confidential until the Selected Proponent is publicly announced.
- (28) No member of its Proponent Team has entered into any agreement or arrangement with any member of another Proponent Team, which may, directly or indirectly, affect the Economic Bid Statement or any other aspect of the Proposal(s) submitted by the Proponent and/or another Proponent,

provided that, in the case of any agreement or arrangement with arm’s-length (as defined in the *Income Tax Act (Canada)*) third party suppliers, or with third party licensed and regulated gas transporters or distributors (whether or not at arm’s length) that may be members of another Proponent Team, (i) no member of its Proponent Team has entered into any agreement or arrangement with any such third party which may affect the Proposal(s) submitted by the Proponent or the other Proponent by lessening competition, and (ii) any and all such third parties are subject to legally enforceable obligations to keep any information which may affect the Proposal(s) submitted by the Proponent or the other Proponent confidential; and

- (29) Neither the Proponent nor any member of its Proponent Team has engaged in any conduct contrary to the Non-Collusion Requirements.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME at the • of •, in the [County/Region] of •, on •.			
Commissioner for taking affidavits			Name

**TECHNICAL QUESTIONNAIRE**

All capitalized terms used in this Technical Questionnaire, unless otherwise stated, have the meanings ascribed to them in the NYR RFP. Proponents are advised that any information relating to the price or other variables for the proposed Contract Facility set out in the Economic Bid Statement of the NYR RFP shall not be provided by the Proponent in the Technical Questionnaire. All pricing information is reserved exclusively for matters addressed in the Economic Bid Statement. If pricing information is contained in responses to the Technical Questionnaire, the Proposal may be rejected.

General Information	
Name of proposed Contract Facility:	
Name of Proponent:	
State whether the Proponent is:	<input type="checkbox"/> an individual <input type="checkbox"/> a joint venture <input type="checkbox"/> a sole proprietorship <input type="checkbox"/> an incorporated consortium <input type="checkbox"/> a corporation <input type="checkbox"/> a consortium that is a partnership <input type="checkbox"/> a partnership
Other legally recognized entity: _____ _____ _____	
Name(s) of: the proprietor, where the Proponent is a sole proprietor; or each of the directors and officers where the Proponent is a corporation; or each of the partners where the Proponent is a partnership and applicable combinations of these when the Proponent is a joint venture or consortium, whichever applies:	
Proponent’s Legal Name (i.e., legal name if a person, registered name if another legal entity):	
Proponent’s Address:	
Proponent’s Primary Contact Name:	
Title of Primary Contact:	
Primary Contact Mailing	

Address:			
Primary Contact Telephone:		Primary Contact Fax:	
Primary Contact Email:			
Substitute Contact Name:			
Substitute Contact Title:			
Substitute Contact Mailing Address:			
Substitute Contact Telephone:		Substitute Contact Fax:	
Substitute Contact Email:			
<b>3.2: Mandatory Requirements</b>			
3.2.1	Executive Summary	<p>An Executive Summary is attached.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>	
3.2.2	Identity of Proponent	<p>The Proponent is a Registered Participant or a Control Group Member of a Registered Participant</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>A copy of the Registration Form is attached</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>A copy of the response letter from the OPA confirming the status is attached</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>	
3.2.3	Development Experience	<p>The Development Experience Form is attached.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>	

		<p>Supporting documentation:</p> <p>There is no change from the NYR RFQ response. The supporting documentation is in the NYR Qualification Submission.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><b>Qualification Submission</b> section reference:</p> <hr/> <p><b>OR</b></p> <p>There is a change from the NYR RFQ response. The supporting documentation is attached:</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Proposal section reference:</p> <hr/>
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<p>3.2.4</p>	<p>Tangible Net Worth</p>	<p>The Tangible Net Worth Form is attached.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p> <p>Supporting documentation:</p> <p>There is no change from the NYR RFQ response. The supporting documentation is in the NYR Qualification Submission.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>Qualification Submission</b> section reference:</p> <p>_____</p> <p><b>OR</b></p> <p>There is a change from the NYR RFQ response. The supporting documentation is attached:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>
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<p>3.2.5</p>	<p>Site Control</p>	<p>Site control of the proposed Contract Facility:</p> <p><input type="checkbox"/> Own</p> <p><input type="checkbox"/> Option to purchase</p> <p><input type="checkbox"/> Lease</p> <p><input type="checkbox"/> Option to lease</p> <p><input type="checkbox"/> Option to licence</p> <p><input type="checkbox"/> "Site Release"</p> <p><input type="checkbox"/> Other: _____</p> <p>Supporting documentation:</p> <p>There is no change from the NYR RFQ response. The supporting documentation is in the NYR Qualification Submission.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>Qualification Submission</b> section reference:</p> <p>_____</p> <p><b>OR</b></p> <p>There is a change from the NYR RFQ response. The supporting documentation is:</p> <p>A certified copy of an executed agreement(s) entitling the Proponent to an option to lease, licence or purchase the land(s) for the proposed Contract Facility with appropriate rights of use for an appropriate period of time, as determined in the Discretion of the OPA is attached.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><b>OR</b></p> <p>There is a change from the NYR RFQ response. The supporting documentation is:</p> <p>A certified copy of a registered title, lease or licence is attached</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>
<p>3.2.6</p>	<p>Environmental Assessment</p>	<p>The proposed Contract Facility belongs to:</p> <p><input type="checkbox"/> Category A</p> <p>And</p>

		<p><input type="checkbox"/> the proposed Contract Facility is not subject to the Environmental Assessment Act (Ontario).</p> <p><b>OR</b></p> <p><input type="checkbox"/> Category B</p> <p>And</p> <p><input type="checkbox"/> a copy of the published “Notice of Commencement of a Screening”, or “Notice of Commencement of an Environmental Review”, together with a statement of where and when such publication was published if it is not already set out on the notice is attached.</p> <p><b>OR</b></p> <p><input type="checkbox"/> Category C</p> <p>And</p> <p><input type="checkbox"/> a copy of the “Terms of Reference” as submitted to the Ministry of the Environment in respect of such individual environmental assessment, together with a statement of the date of such submission if it is not already set out on the submission is attached.</p> <p>Proposal section reference: _____</p>
3.2.7	Fuel Supply	<p>The proposed Contract Facility will obtain gas distribution services from:</p> <p><input type="checkbox"/> Enbridge Gas Distribution Inc.; or</p> <p><input type="checkbox"/> Union Gas Limited</p>
3.2.8	Gas Management Overview	<p>The Proponent represents that it can satisfy the GD&amp;M Performance Requirements as set out in Exhibit S of the NYR Contract.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Supporting documentation: A Gas Management Overview is attached.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference: _____</p>

<p>3.2.9</p>	<p>Contract Facility</p>	<p>The proposed Contract Facility:</p> <p>Is a New Build or an Expansion</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Is a Dispatchable Facility</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Is a simple cycle configuration</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Utilizes natural gas as the Primary Fuel</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Will be designed, constructed and operated in compliance with all relevant requirements of the Market Rules, the Transmission System Code, the Distribution System Code and all other laws and regulations, as applicable</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Supporting documentation as outlined in Section 3.2.14 is attached</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>
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<p>3.2.10</p>	<p>Location</p>	<p>The proposed Contract Facility is located in the Province of Ontario.</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>The proposed Contract Facility is located in:</p> <p><input type="checkbox"/> Aurora</p> <p><input type="checkbox"/> East Gwillimbury</p> <p><input type="checkbox"/> Georgina</p> <p><input type="checkbox"/> King</p> <p><input type="checkbox"/> Newmarket</p> <p><input type="checkbox"/> Whitchurch-Stouffville</p> <p><input type="checkbox"/> Bradford West Gwillimbury</p> <p>Address of the Contract Facility:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>Supporting documentation as outlined in Section 3.2.14 is attached</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>
<p>3.2.11</p>	<p>Electrical Connection</p>	<p>The proposed Contract Facility is connected directly to the IESO-Controlled Grid</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>The Connection Point is located in</p> <p><input type="checkbox"/> Connection Area A</p> <p><input type="checkbox"/> Connection Area B</p> <p><input type="checkbox"/> Connection Area C</p> <p><input type="checkbox"/> Connection Area D</p> <p><input type="checkbox"/> Connection Area E</p> <p>Supporting documentation as outlined in Section 3.2.14 is attached</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Proposal section reference:</p> <p>_____</p>

<p>3.2.12</p>	<p>Contract Capacity</p>	<p>The proposed Contract Facility is a single generating facility and:</p> <p>Is able to provide a minimum of 135 MW at 30 °C under both N-1 System Conditions and N-1 Generating Facility Conditions simultaneously</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Is able to provide a minimum of 270 MW at 30 °C under N-2 System Conditions (Qualified Applicants should review Section 3.2.13 when considering a response to this provision);</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has a Season 3 Contract Capacity of no less than 270 MW</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Has a Contract Capacity of no more than 400 MW in any of Season 1, Season 2, Season 3 or Season 4.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Season 1 Contract Capacity: _____          Season 2 Contract Capacity: _____          Season 3 Contract Capacity: _____          Season 4 Contract Capacity: _____</p> <p>Supporting documentation as outlined in Section 3.2.14 is attached</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Proposal section reference:          _____</p>
<p>3.2.13</p>	<p>Operation Following a N-2 Contingency (Load Restoration)</p>	<p>The Contract Facility can provide Load Restoration Capability</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Supporting documentation as outlined in Section 3.2.13 and 3.2.14 is attached identifying how the proposed Contract Facility will provide Load Restoration Capability</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>

		<p>Proposal section reference:</p> <hr/>
3.2.14	Mandatory Requirements Supporting Documentation	<p>The information requested in Section 3.2.14 is attached to support and explain the responses to Section 3.2.9 through 3.2.13 inclusive.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Proposal section reference:</p> <hr/>
3.2.15	Proposal Security	<p>The Proposal Security is provided.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
3.2.16	Economic Bid Statement	<p>The Economic Bid Statement is provided.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
3.2.17	Commercial Operation Date	<p>The proposed Contract Facility will attain Commercial Operation on or before December 31, 2011.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>Milestone Date for the Commercial Operation Date:</p> <hr/> <p>Proposal section reference:</p> <hr/>

I acknowledge, on behalf of the Proponent, that I have read the NYR RFP and all Addenda.

I acknowledge that I have completed this form accurately and truthfully.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

\_\_\_\_\_  
Signature

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

I have the authority to bind the Proponent.

## DEVELOPMENT EXPERIENCE FORM

**Note:** Proponents should not re-submit the identical information that was submitted in response to Section 3.3.4 of the NYR RFQ where such information is requested in this Development Experience Form, but should either (i) confirm that the response is the same, or (ii) if the response is not the same, explain how the response differs. To confirm that the response is the same, check “No change from NYR RFQ response” in each section where that is true.

The Development Experience Form is a high level description of the experience of each member of the Proponent Team, on an individual, collective and corporate basis, in planning, developing, and constructing Designated Facilities.

### A. Company Experience

This section is to demonstrate the experience of the Proponent or its Control Group Member in planning and developing Designated Facilities.

Attached to this Development Experience Form is the following information in respect of each Designated Facility in respect of which the Proponent or Control Group Member had primary responsibility for such Designated Facilities, either as prime contractor for planning and development or as design/builder; or

Where, for any of the following headings, the Proponent has not checked the box “No change from the NYR RFQ response”, attached to this Development Experience Form are the details of the changes to the information addressed under that heading.

*Name of Designated Facility*

No change from NYR RFQ response

▪ *Location of Designated Facility*

No change from NYR RFQ response

▪ *Type, size and specifications of Designated Facility*

No change from NYR RFQ response

▪ *Date of commercial operation of Designated Facility*

No change from NYR RFQ response

▪ *Description of nature of procurement, power purchase arrangements/customer/end user*

No change from NYR RFQ response

▪ *Name of Proponent/Control Group Member with primary responsibility in respect of such Designated Facility*

No change from NYR RFQ response

- *Description of nature of responsibility (i.e. prime contractor for planning and development or design/builder)*

No change from NYR RFQ response

- *Where the experience of a Control Group Member is indicated, provide a detailed description of the manner and structure pursuant to which the Control Group Member Controls or is Controlled by the Proponent. (For example, where the Control Group Member is a corporate parent, provide an organizational chart showing the shareholding structure, and indicate both the number of directors that the parent has the right to elect, and the total number of directors, of the Proponent)*

No change from NYR RFQ response

*B. Designated Team Members' Experience*

1. The Proponent has at least three individuals who are Designated Team Members, of which at least two individuals are Designated Employees.

Yes

No

2. There is no change in the names of the Designated Team Members and the names of the Designated Facility(ies) in respect of which they have experience from those names set out in the response to the NYR RFQ.

Yes

No

3. If the answer to 2, above, is No, attached is a chart showing (i) the names of Designated Team Members and names of the Designated Facility(ies) in respect of which they have experience, and, if not described elsewhere in response to this Development Experience Form, the information in respect of the Designated Facility(ies) required for items (a) through (e) in Part A above and (ii) a description of capacity/position of each Designated Team Member in relation to each Facility.

Yes

No

4. Each Designated Team Member has experience with at least one Designated Facility.

Yes

No

**Note:** The Designated Facility does not need to be the same for all the Designated Team Members.

5. At least one Designated Team Member has, in a Managerial Capacity, planned and developed a Designated Facility.

Yes

No

6. At least an additional one Designated Team Member has, in a Managerial Capacity, overseen the construction of a Designated Facility.

Yes

No

7. The curriculum vitae of each of the Designated Team Members is attached.

Yes

No

**or**

**No change from NYR RFQ response**

**Note:** The requirements of Part B are meant to demonstrate the experience of the actual Designated Team Members in planning and developing and/or overseeing construction of Designated Facilities. The experience of the Designated Team Members does not need to have been earned with the Qualified Applicant or Control Group Member.

### TANGIBLE NET WORTH FORM

**Note: Proponents should not re-submit the identical information that was submitted in response to Section 3.2.4 of the NYR RFQ where such information is requested in this Tangible Net Worth Form, but should either (i) confirm that the response is the same, or (ii) if the response is not the same, explain how the response differs. To confirm that the response is the same, check “No change from NYR RFQ response” in each section where that is true.**

#### 3.2.4 (a) Designated Equity Provider Tangible Net Worth

**A.** A single equity provider accounts for 50 percent or more of the total equity for the proposed Contract Facility **and** that equity provider has a Tangible Net Worth of at least \$150,000,000.00 as at (i) the end of each of the last two (2) fiscal years, **and** (ii) the end of the most recently completed fiscal quarter; **or**

**B.** A group of equity providers accounts for 50 percent or more of the total equity for the proposed Contract Facility **and** that group of equity providers has a collective Tangible Net Worth of at least \$150,000,000.00 as at (i) the end of each of the last two (2) fiscal years, **and** (ii) the end of the most recently completed fiscal quarter.

**No change from NYR RFQ response**

**OR**

**Yes**

**No**

Attached to this Tangible Net Worth Form are the calculations of Tangible Net Worth\* supporting the foregoing.

**No change from NYR RFQ response**

**OR**

**Yes**

**No**

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\* “Tangible Net Worth” means, in respect of a Designated Equity Provider, at any time and without duplication, an amount determined in accordance with GAAP (see definitions in the NYR RFP), and calculated as (a) the sum of capital stock, preferred stock, paid-in capital, contributed surplus, retained earnings, capital reserves, and cumulative translation adjustment (whether positive or negative), minus (b) the sum of any amounts shown on account of any common stock reacquired by the Designated Equity Provider or guarantor as applicable, patents, patent applications, service marks, industrial designs, copyrights, trade marks and trade names, and licenses, prepaid assets, goodwill and all other intangibles.

### 3.2.4 (b) Year End Financial Statements

A. The Designated Equity Provider(s) do not include any individuals. Attached to this Tangible Net Worth Form are the audited year-end financial statements of each of the Designated Equity Providers with respect to the last two fiscal years for which audited year-end financial statements have been issued;

**No change from NYR RFQ response**

**OR**

**Yes**

**No**

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**OR**

B. The Designated Equity Provider(s) include at least one individual. Attached to this Tangible Net Worth Form are (i) the unaudited year-end financial statements of each individual Designated Equity Provider with respect to the last two fiscal years, accompanied by his or her sworn statutory declaration as described in Section 3.2.4 (b) of the NYR RFP; and (ii) the audited year-end financial statements of each of the Designated Equity Providers that is not an individual with respect to the last two fiscal years for which audited year-end financial statements have been issued.

**No change from NYR RFQ response**

**OR**

**Yes**

**No**

### 3.2.4 (c) Most Recently Completed Quarter Financial Statements

Proponent must answer Yes to at least one of the following in response to Section 3.2.4(c) of the NYR RFP and attach the required documentation.

At least one of the Designated Equity Provider(s) is a reporting issuer under the rules of the Ontario Securities Commission. Attached to this Tangible Net Worth Form are the audited financial statements of each such Designated Equity Provider with respect to its most recently completed fiscal quarter of which such statements have been published.

- Yes**
- Not Applicable**

None of the Designated Equity Provider(s) is an individual **and** none of the Designated Equity Providers is a reporting issuer as set out above. Attached to this Tangible Net Worth Form are (i) the audited financial statements of each such Designated Equity Provider with respect to the most recently completed fiscal quarter or (ii) the unaudited financial statements with respect to such fiscal quarter, accompanied by a sworn statutory declaration as described in Section 3.2.4(c) of the NYR RFP.

- Yes**
- Not Applicable**

At least one of the Designated Equity Provider(s) is an individual. Attached to this Tangible Net Worth Form are the unaudited financial statements of that individual Designated Equity Provider with respect to the most recent fiscal quarter, accompanied by his or her sworn statutory declaration as described in Section 3.2.4(c) of the NYR RFP.

- Yes**
- Not Applicable**

### 3.2.4 (d) Methodology

Attached to this Tangible Net Worth Form is a summary outlining and describing the methodology used to determine the Tangible Net Worth responses in this Tangible Net Worth Form.

- No change from NYR RFQ response**

**OR**

- Yes**
- No**

**3.2.4 (e) Confirmation**

Attached to this Tangible Net Worth Form is the written confirmation of an officer of each Designated Equity Provider (and of each individual that is himself or herself a Designated Equity Provider) stating that since the date of the latest of the financial statements appended to this Tangible Net Worth Form no facts or circumstances have arisen that are reasonably expected to materially adversely affect that Designated Equity Provider's financial condition.

**Yes**

**No**

If the answer to the above in this 3.2.4(e) is No, attached is a statutory declaration of an officer of each Designated Equity Provider (and of each individual that is himself or herself a Designated Equity Provider) in respect of which the answer is No, stating in detail (i) any facts or circumstances that are reasonably expected to materially adversely affect that Designated Equity Provider's financial condition, and (ii) the revised value of that Designated Equity Provider's Tangible Net Worth, estimated reasonably and in accordance with GAAP, having regard to such facts and circumstances, together with the calculations supporting such revised value of that Designated Equity Provider's Tangible Net Worth.

**Yes**

**No**

**MUNICIPAL RESPONSE FORM**

**3.3.4(a) Community Engagement**

A form letter signed by the relevant local or regional government is attached.

**Yes**

**No**

If the answer to the foregoing is No, attached is an explanation of the efforts the Proponent has made to obtain the form letter, including to whom the Proponent spoke to request the form letter and any reasons given by the local or regional government for not completing and delivering the form letter.

NOTE TO PROPONENTS: A writeable document in the following form will be made available at a later date on the Generation Procurement Website.

**MUNICIPAL RESPONSE FORM**

The following is the response of \*\* (the “**Municipality**”) to a Proposal by \*\* (“**Proponent**”) to build and operate a peaking generation facility (the “**Proposed Facility**”) within the boundaries of the Municipality.

A. The Municipality has expressed to the Proponent certain important concerns that the Municipality has in connection with the Proposed Facility. The following chart sets out the concerns of the Municipality and the proposal of the Proponent to address those concerns.

<b>Concerns of the Municipality</b>		<b>Solutions Proposed by the Proponent for Addressing the Municipality’s Concerns</b>	
1.	**		**
2.	**		**
3.	**		**

B. We confirm that the Proponent has met with the following personnel of the Municipality in connection with the Proposed Facility.

<b>Name</b>	<b>Department</b>	<b>Email and Phone</b>
**	**	Phone 905-** Ext. **

		Email **
**	**	Phone 905-** Ext. ** Email **
**	**	Phone 905-** Ext. ** Email **

C. The Municipality agrees that the “Solutions Proposed by the Proponent for Addressing the Municipality’s Concerns” set out in the above chart are satisfactory to the Municipality.

- Yes
- No

D. If the answer to C., above, is No, the following chart sets out the grounds for the disagreement of the Municipality with the Proponent’s proposed solutions.

Concern Number	Grounds for Disagreement of Municipality with Solution Proposed by the Proponent for Addressing the Municipality’s Concern
**	**
**	**
**	**

**CAUTION/ACKNOWLEDGMENT**

- This document is not an approval by the Municipality of the Proposed Facility.**
- This document is not a promise by the Municipality to host the Proposed Facility.**
- This document is not a contract and cannot be relied upon by the Proponent, Ontario Power Authority or any third party as containing any promises by the Municipality.**

DATED at \*\* this \*\* day of \*\*, 2008.

**For Municipality**

**For Proponent**

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Signature

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Name and Title

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Signature

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Name and Title

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