

# Request for Proposals

## Natural Gas Demand Side Management Demonstration



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### Revision History

Date	Revision Description
December 1, 2025	Original RFP

# Request for Proposals

## Project Background

Demand side management (“DSM”) was recently included in the October 17, 2025 mandate letter for the Minister of Affordability and Utilities. While the letter focused on DSM for electricity, there are also opportunities for DSM with Alberta’s natural gas distribution systems. The goal of this RFP is to help identify opportunities to demonstrate the value of natural gas DSM in the province.

The Alberta Energy Efficiency Alliance (“AEEA”) is leading this Request for Proposals (“RFP”) in collaboration with utility project funders (the “Utilities”) to undertake a time-limited project (“Project”) in the province.

The contract for the Project (the “Contract”) will be awarded to the successful RFP proponent by the AEEA, which will administer the Project, and which, along with the Utilities, will be engaged in the Project work.

## Project Goal and Contribution to a Larger Initiative

Regulations overseeing Alberta’s utility systems are currently silent on Demand Side Management (“DSM”). This is a barrier for DSM to be advanced in Alberta at the scale and consistency seen in other jurisdictions. Therefore, the AEEA and several Alberta distribution utilities are seeking to implement a demonstration of DSM in order to showcase the efficacy of these programs in the Alberta context. The AEEA and the Project’s utility funders are working towards establishing a framework to enable DSM long term in the province, and the conclusions derived from this demonstration project will be used to provide a basis for future regulatory and program considerations of this nature.

This Project will be part of a larger initiative led by the AEEA that will include:

- stakeholder engagement, including but not limited to engagement of small- and medium-sized Canadian businesses offering natural gas and electric DSM products and services;

- communicating the value of DSM within Alberta; and
- a demonstration of electric demand response that will operate in parallel with this Project.

The AEEA and Utilities are open to a variety of solutions related to natural gas DSM, but have identified building energy management systems (“BEMS”) as a general area of interest at this time. It should be noted that there is significant flexibility in how the Project could be approached, however, as we are open to a variety of solutions related to this focus area including, but not limited to: 1) installation of new BEMS, 2) building retro-commissioning or optimization of existing energy management systems, 3) additional monitoring sensors to actively manage ventilation levels, and 4) adding remote control of building heating, ventilation and air conditioning (“HVAC”) systems. These approaches to DSM have been selected as a current focus as they have the potential to demonstrate measurable gas and electricity savings while being relatively easy and low cost to implement. The budget currently available for the natural gas DSM demonstration is \$80,000.

### Overview of the RFP Process

The purpose of this RFP is to:

- Enable the AEEA to short list a limited number of proponents who will individually be invited to provide a presentation and participate in a question-and-answer session;
- Enable the AEEA to identify one or more preferred proponents after the presentation sessions; and
- Allow the AEEA to obtain input on the proposed Project deliverables per this RFP, and to work with the preferred proponent(s) to finalize the scope of work leveraging the selected proponent’s expertise.

Submissions which demonstrate the proponent’s ability to clearly demonstrate the value of DSM solutions for natural gas while proposing a reasonable budget and managing time

constraints will be scored highly. Proponents who provide clear and thoughtful input to the AEEA and Utilities with respect to the Project approach and deliverables will also be evaluated favourably.

Other factors the AEEA and Utilities will consider in awarding the work include: the qualifications and expertise of both the proponent and the proponent's team members to be assigned to the work, the quality of submissions received, and the proponent's availability to commence and complete the work according to the timeline set out below.

### RFP and Project Timeline

The following timeline shall apply to this RFP, proposals by proponents and the award of this RFP. The AEEA reserves the unilateral right, at its sole discretion, to modify any of the dates set forth below and/or any of the steps noted below.

RFP issued	December 1, 2025
RFP webinar and live Q&A – email <a href="mailto:contact@aeaa.ca">contact@aeaa.ca</a> to be invited	December 16, 2025 at 1:00pm MT
Proponent questions submitted to <a href="mailto:contact@aeaa.ca">contact@aeaa.ca</a>	Ongoing – final deadline for questions December 17, 2025 (5:00 pm MT)
Responses to written questions posted on <a href="http://www.aeea.ca/dsm">www.aeea.ca/dsm</a>	Ongoing – final responses to questions provided by December 19, 2025
<b>RFP Submissions Due</b> by email to <a href="mailto:contact@aeaa.ca">contact@aeaa.ca</a>	<b>January 12, 2026 (5:00 pm MT)</b>
Presentation sessions with invited proponents	January / February 2026
Successful proponent selected	February 2026
Contract executed*	February 2026

The AEEA has agreements with funders in place for this initiative until March 31, 2028, but the results of the natural gas DSM demonstration Project need to be received prior to the end of the Project in order to enable effective sharing and communication of its results with stakeholders. Given the current level of interest in DSM with the provincial government, it would be ideal to receive some or all of the project results in 2026 if possible. With these goals in mind, the AEEA and Utilities are open to becoming a

supporting funder for a project(s) already partially developed in order to enable data from the project(s) to be shared through our broader work in a timely manner.

\*Should finalization of the Scope and/or the Contract by the AEEA with the successful proponent fail, the AEEA reserves the right at its sole discretion to negotiate with other proponents who have submitted acceptable proposals, to not award this RFP or to issue a new RFP. The AEEA also reserves the right to award different parts of the work to separate proponents if suitable scopes of work with each can be agreed upon between the AEEA and each proponent.

## **About the AEEA and the Project Utility Funders**

The following section provides background information on the AEEA and utilities funding this broader initiative. While the DSM solution being sought in this RFP is driven primarily by the need to demonstrate savings on natural gas utility bills, it is expected and is beneficial to show electricity bill savings as well.

### **The Alberta Energy Efficiency Alliance (AEEA)**

The Alberta Energy Efficiency Alliance (“AEEA”) is a member-based organization with a diverse group of stakeholders actively working to maximize DSM in the province of Alberta. DSM plays an important role in creating a sustainable Alberta, economically and environmentally. AEEA’s members include municipalities, educational institutions, utilities, product and service providers, other industry associations, and individuals.

Since its founding in 2007, AEEA has brought people together to collaboratively solve problems, coordinate action, be a common voice, and share resources and ideas. The goal of AEEA is to reduce the barriers to the adoption of DSM technology and activities, recognizing that there is a need for all orders of government, businesses, non-profit organizations and individuals to realize the benefits of energy efficiency.

More information about AEEA, including its vision, mission, beliefs, guiding principles and values is available on its [website](#).

## Gas Utility Funders (in Alphabetical Order)

### Apex Utilities Inc. (“Apex”)

TriSummit Utilities Inc. is headquartered in Calgary, Alberta, and owns rate-regulated distribution and transmission utility businesses through its operating subsidiaries including Apex Utilities Inc.

Apex, with its head office located in Leduc, Alberta, serves over 85,000 natural gas customers in more than 90 communities. Apex operates over 21,000 kilometres of natural gas pipelines through a network of 16 district offices. Apex serves approximately six per cent of natural gas customers in Alberta.

### ATCO Gas and Pipelines Ltd. (“ATCO Gas”)

Headquartered in Alberta, Canada, ATCO, a diversified global corporation, with approximately 20,000 people throughout ATCO and all subsidiary and affiliate companies, and assets of \$25 billion, offers essential services to more than 4 million customers around the world.

## Electric Utility Funders (in Alphabetical Order)

### ATCO Electric Ltd. (“ATCO Electric”)

Headquartered in Alberta, Canada, ATCO, a diversified global corporation, with approximately 20,000 people throughout ATCO and all subsidiary and affiliate companies, and assets of \$25 billion, offers essential services to more than 4 million customers around the world.

## EPCOR Transmission and Distribution Inc. (“EPCOR”)

EPCOR builds, owns and operates electrical, natural gas and water transmission and distribution networks, water and wastewater treatment facilities, sanitary and stormwater systems, and infrastructure in Canada and the United States. EPCOR’s sole shareholder is the City of Edmonton.

EPCOR Distribution and Transmission Inc. is the wires service provider for the City of Edmonton, serving approximately 430,000 customers.

## FortisAlberta Inc. (“FortisAlberta”)

Fortis Inc., headquartered in St. John’s, Newfoundland and Labrador, is an energy delivery business serving 3.5 million electric and gas utility customers in Canada, the U.S., and the Caribbean. Fortis has 9,800 employees. FortisAlberta is a wholly owned subsidiary of Fortis Inc.

FortisAlberta Inc. delivers electricity service to more than 60 per cent of Alberta’s total electricity distribution network, including more than 600,000 residential, farm and business customers across central and southern Alberta. FortisAlberta operates more than 133,000 kilometres of power lines serving 240 communities.

# Project Background & Scope of Deliverables

## Alberta Policy & Regulatory Context

Alberta is relatively unique among jurisdictions in North America in that there is no specific policy or regulatory framework enabling DSM programming, whether utility or government led. The AEEA has been working with stakeholders to raise awareness of the opportunity for increasing DSM in the province to reduce costs and increase reliability within Alberta’s gas and electric utility systems. These efforts include, but are not limited to, enhancing opportunities for increased use of DSM by natural gas distribution utilities for helping to manage system affordability, reliability and sustainability.



## Project Context

The primary goal of the Project is to implement a demonstration of one or more natural gas DSM solutions with a consortium of Utility funders in the Alberta context. These demonstrations will help utility funders evaluate implementing long term DSM programs as an effective and sustainable solution in their service territories. This demonstration should be able to provide clear and measurable benefits to the Utilities and their customers. The outcome and findings of these demonstration projects will be utilized to raise awareness of the value of DSM in order to make the case for them to be further enabled through gas and electric utility regulation on a long-term basis and at scale within Alberta. The Project will be part of a larger initiative led by the AEEA that will include:

- stakeholder engagement, including but not limited to engagement of small- and medium-sized Canadian businesses offering DSM products and services;
- communicating the value of DSM in Alberta; and
- a demonstration of electric demand response that will operate in parallel with this Project.

Other key context for the Project includes:

- The primary goal of the Project is to raise awareness of the value of DSM to make the case for it to be enabled on a long-term basis and at scale.
- This Project is a time- and budget-bound demonstration of DSM.
- AEEA expects to use the demonstration as part of its overarching communications on DSM in order to convey the importance of establishing a supportive environment for a range of DSM initiatives to move forward.
- The primary mechanism of interest to the utility funders for enabling DSM and DR in Alberta is to enable them to invest into distribution utility-run DSM programs (gas and electric), but we recognize that these generally occur alongside market-based mechanisms and expect a similar approach will be a best fit for Alberta (e.g.,

ultimately a combination of approaches including both distribution utility run DSM programs and DSM opportunities through the province's electricity wholesale market and ancillary services mechanisms).

### High-Level Scope of Deliverables

Within this context, respondents should propose a scope of work, set of deliverables and proposed budget to meet the Project goal stated above. The deliverables need to include:

- Implementation of one or more physical demonstrations of DSM, which delivers quantifiable and cost-effective savings for natural gas consumers.
  - At this time, the AEEA and Utilities are primarily interested in demonstrating natural gas DSM solutions that can be easily and quickly implemented requiring low or no capital costs, and an attractive return on investment. Building energy management systems ("BEMS") in commercial and/or industrial buildings have been identified as an area of primary interest. There is significant flexibility, however, in how the Project could be approached as we are open to a variety of solutions related to this focus area including, but not limited to: 1) installation of new BEMS, 2) building retro-commissioning or optimization of existing systems, 3) additional monitoring sensors to actively manage ventilation requirements, and 4) adding remote control of building HVAC systems. Proponents are also welcome to propose other approaches to meeting the objectives listed above.
- Final report and communication of Project results to the funders.
  - In addition to reporting on the results of the physical DSM demonstration, it will be important for the report to include information on past use of the proposed DSM solution as well as the future potential to scale-up broader use of the DSM solution.
- Support for publicly communicating findings to various stakeholders, including government, media and at events led by and at the discretion of the AEEA.

In addition to the goals listed above, a significant funder of the work is PrairiesCan whose interest in the Project is focused on its ability to support small- and medium-sized Canadian businesses that sell DSM products and services. Proposals that incorporate this target audience into its approach to the project will be viewed favourably. Also, please indicate in your proposal whether your company is a Canadian business with less than 500 employees (the group targeted for support by PrairiesCan).

### [Ongoing Stakeholder Engagement During the Course of the Work](#)

The Project will also be undertaken as part of a larger DSM initiative led by the AEEA that will involve broad stakeholder engagement with various proponents within Alberta, including businesses, government, associations, etc. It is expected that the successful proponent will support this AEEA-led stakeholder engagement during the course of the Project.

### [Ongoing Coordination with the Successful Proponent During the Project](#)

The AEEA and Utilities will assign an appropriate team including representation from each Utility to engage with the successful proponent over the course of the life of the Project. The Team Leader will be Jesse Row, Executive Director of the AEEA.

### [Possible Future Assistance with Regulatory Filings](#)

It is expected the successful proponent will make themselves available to assist with regulatory filings to the AUC seeking approval for programs including DSM solutions and may be asked to appear as an independent expert at a hearing. Any potential future assistance the Utilities may seek in this regard is out of scope for the Project deliverables, and would be contracted and budgeted separately. Prospective proponents are to provide hourly rates expected to apply to this work.

# Proponent Submissions

## Proponent Questions

All documents pertinent to this RFP will be publicly posted on the [Alberta Energy Efficiency Alliance \(aeea.ca\)](https://www.aeea.ca) website. Prospective proponents should advise AEEA at [contact@aeea.ca](mailto:contact@aeea.ca) of their intent to submit a proposal before December 12, 2025 in order to receive an invitation to the RFP webinar and live Q&A. Written questions from proponents seeking clarification or additional information should also be emailed to [contact@aeea.ca](mailto:contact@aeea.ca). Written questions are appreciated prior to the December 16<sup>th</sup> webinar, but can be submitted as late as December 17, 2025. The AEEA and Utilities will periodically provide answers to the questions received to all prospective proponents via the AEEA website. The organizations submitting questions will not be individually identified.

## RFP Submissions

Proponents should provide a submission in accordance with the outline below.

### Cover Letter

- Include contact information for a representative who can answer any questions the AEEA and Utilities may have with respect to the submission.
- Signed by an authorized representative indicating acceptance of all the terms and conditions set out in this RFP.

### 1. Executive Summary

### 2. Legal Name of Organization (or Lead Proponent)

### 3. Organizational Profile

- Provide a brief profile of your organization
- Provide a brief profile of any subcontractor(s) if applicable

#### 4. Overview of Experience

- Briefly outline your organization's expertise related to the proposed DSM solution, and the experience of any subcontractors.
- Include in the profile a description of past experience related to the proposed DSM solution offered by your organization (please specify which projects have been undertaken in Alberta), and any subcontractors, along with a minimum of two client references.
  - Client references details should include: name of organization, contact name, phone, email address, nature of the relationship with the proponent. Provide a brief description of the project with the metrics for success that was being measured against and the end results in meeting those criteria.
- List the key organization personnel (and subcontractors if applicable) who would be assigned to the Project along with their expertise, past experience and which members were directly involved in the organizational experience outlined in the organization description. Outline their Project roles and responsibilities. The expectation of the AEEA and Utilities is that the personnel and any subcontractors identified in submissions responding to the RFP would be the same personnel who would be assigned to the Project if the proponent is awarded the work.

#### 5. Approach to the Project

- Describe the DSM solution you are proposing to demonstrate. Please include evidence of past energy savings associated with the proposed solution. Evidence can include references to past projects undertaken, referencing publications outlining savings achieved from the solution or other such sources.
- Describe how your organization (or consortium) would approach performing the work in order to meet the project goals outlined above.

- Provide a project schedule and outline key milestones and deliverables as well as key personnel working on each deliverable. Please include information related to the set-up, implementation, risk management and reporting of the Project.

#### 6. Value Added & Other

- Highlight any unique competitive differentiation or value-added expertise your team would provide in undertaking the Project or platform features not highlighted in the previous sections.

#### 7. Project Budget

- Proponents should provide a total anticipated budget as well as a budget breakdown indicating the relative amount of effort expected for each area of Project work.
- Hourly rates expected to apply to potential assistance with future regulatory filings. Rates can be quoted in current year dollars and indicate appropriate year-over-year inflation modifiers would be used for future rates.

#### 8. Timing of the Work

- Proponents should assume that the successful proponent is selected and awarded the work in February 2026.
- Proponents should indicate the availability of their Project team, an approximate start date for commencement of the work and the anticipated final completion date for the work.

#### Appendices

- Optional at the proponent's discretion

## RFP Terms and Conditions

Proponents are instructed to read and understand all requirements detailed in this RFP. Failure of a proposal to meet any such requirements could jeopardize and perhaps eliminate the acceptability of such a proposal. The AEEA and Utilities are not responsible for the lack of required information in a proposal or for the accuracy of the information provided in this RFP. It is each proponent's responsibility to verify the accuracy of the information in this RFP by independent investigation and to clarify the interpretation of any provisions of this RFP prior to the RFP submission due date and time set out above (the "**RFP Closing Date**").

### No Obligation to Proceed

Neither this RFP, nor anything contained in the RFP documents, shall constitute a legal offer and is not to be construed as an agreement to purchase goods or services. The RFP and RFP documents are only an invitation for proponents to submit a proposal to AEEA. The AEEA or the Utilities shall not be bound to accept any proposal, or to enter into any agreement with any proponent submitting a proposal.

### Reservation of Rights

Notwithstanding any other provision in this RFP, the AEEA and Utilities reserve the right, in their sole and absolute discretion, to:

1. At any time, for any reason, reject any or all proposals and terminate the process under this RFP, and proceed with the work as described in this RFP in some other manner, including reissuing a request for proposals or undertaking another procurement process for the same or similar scope of work;
2. Evaluate a proposal that includes one or more variations from the technical or commercial requirements of the draft Contract as permitted by the submission and evaluation criteria (whether such variation is in addition to, or in substitution for, any requirement of the draft Contract) by application of the evaluation criteria to identify the variation most advantageous to the AEEA, and select that proposal

based on the identified variation together with the corresponding adjustment, if any, to the proposal price;

3. Amend the scope of work at any time for any reason;
4. Accept the proposal which, applying the evaluation criteria, the AEEA determines is most advantageous to themselves, and, without limitation, select a proposal which does not have the lowest price. For certainty, the proposal with the lowest price will not necessarily be accepted;
5. Waive a defect or irregularity in a proposal and accept that proposal;
6. Reject, disqualify or not accept any or all proposals without any obligation, compensation or reimbursement to any proponent or any of its team members;
7. Negotiate any aspect of a preferred proponent's proposal;
8. Extend, from time to time, any date, time period or deadline provided in this RFP by addendum; and
9. If only one proposal is received, reject that proposal and terminate the process under this RFP, and proceed with the work as described in this RFP, including entering into negotiations with that proponent with respect to any matter, including price.

### [No Representation or Warranty](#)

Each proponent will investigate and satisfy itself of every condition that affects the preparation of its proposal. Each proponent acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the AEEA or the Utilities, the contact person or any other person, other than the information contained in this RFP. Submission of a proposal is deemed to be conclusive evidence that the proponent accepts the terms of this RFP. The AEEA accepts no responsibility for any proponent lacking any information.



## Confidentiality and Non-Disclosure

Proponents will keep all information received from or on behalf of the AEEA or the Utilities relating to this RFP confidential. Proponents shall not disclose such information to any third party or use information for any purpose other than in the preparation of the proposal, and shall take all necessary and appropriate steps to safeguard the information from disclosure. Proponents shall take reasonable steps to ensure that its employees, agents, representatives, subcontractors and other persons under the control of the proponent comply with the foregoing, and shall be responsible for breaches of this section.

The AEEA and Utilities may elect to restrict access to documents pertaining to this RFP which are proprietary or confidential to the AEEA and Utilities by not posting such documents with the RFP and making such documents available in another manner.

The successful proponent acknowledges and agrees that, upon being awarded the contract from the RFP process, they may be required to enter into a Non-Disclosure Agreement (“NDA”) with the contracting entity, or as required, with individual Utilities.

The AEEA and Utilities reserve the right to publish the names of proponents and any non-confidential information they deem appropriate or as may be required by law.

## Price

Prices proposed shall be in Canadian dollars and exclusive of the Goods and Services Tax and the Harmonized Sales Tax.

In the event of any inconsistency between words and numbers, words shall govern.

## Proponent Questions

Unless otherwise advised by AEEA, all questions and any form of communication between the proponents, the AEEA and Utilities in relation to this RFP must be submitted in writing to [contact@aeaa.ca](mailto:contact@aeaa.ca). All questions and responses will be documented.

AEEA intends to disseminate all questions and their corresponding responses via website at [www.aeea.ca/dsm](http://www.aeea.ca/dsm). If a proponent considers a question to be confidential, and requests

that the question and the response not be disseminated to all proponents, then the proponents must provide an explanation as to why confidentiality is being requested. Questions and responses will be treated as confidential only in exceptional circumstances.

If AEEA, in its sole discretion, considers that the question and its corresponding response ought to be kept confidential, it will direct the response only to the proponent that has asked the confidential question, and not to the other proponents. If AEEA determines that the question and the response ought not to be kept confidential, it will advise the proponent, and the proponent will have the opportunity to withdraw the question.

The proponent has the responsibility to notify AEEA, in writing, of any ambiguity, divergence, error, omission, oversight, contradiction, or item subject to more than one interpretation in this RFP, as it is discovered, and to request any instruction, decision, or direction required to prepare the proposal.

Questions or concerns must be communicated in writing to AEEA by December 17, 2025 (5:00 pm MT). Questions received after this time may not be answered.

Verbal responses to enquiries are not binding on any party.

AEEA is not obligated to respond to clarification requests and no proponent is entitled to any extension of the RFP response deadline by reason of the submission of a clarification request or AEEA's response (or lack thereof).

### Proposal Alterations and Irrevocability

Proponents may only amend or rescind their proposal before the RFP Closing Date by submitting a clear and detailed written notice to [contact@aeaa.ca](mailto:contact@aeaa.ca).

Subject to the Period of Commitment (defined below), all proposals become irrevocable after the RFP Closing Date.

In either of the following circumstances:

- (a) the proponent has rescinded a proposal before the RFP Closing Date; or

(b) AEEA has received the proposal after the RFP Closing Date;

such a proposal may be deleted by AEEA after the RFP Closing Date.

#### Period of Commitment

To enable the AEEA and Utilities to complete their approval processes, proposals shall be final and binding on the proponent for ninety (90) days from the RFP's Closing Date (the "**Period of Commitment**") and may not be altered by subsequent offerings, discussions, or commitments unless the proponent is asked to do so by AEEA. The proposal shall be used as the basis for the Contract.

#### Proposal Return

Proposals and accompanying documentation received prior to the RFP Closing Date, and not rescinded, will become the property of and will be retained by AEEA.

#### Proponent's Expenses

Proponents are solely responsible for their own expenses in preparing and submitting proposals, and for participating in this competitive procurement process, including for any meetings, negotiations or discussions with the Utilities, AEEA or their representatives and consultants, relating to or arising from this RFP. The AEEA and Utilities shall not be liable for any such costs and expenses, or for costs or expenses of a proponent arising from any withdrawal, amendment, addition, deletion or clarification of this RFP by the AEEA, or the failure of a proponent to have its proposal selected by the AEEA or to enter into a contract with the AEEA, howsoever arising.

#### No Claims

Each proponent, by submitting a proposal, irrevocably:

1. Agrees that it will not bring any claim against the AEEA, Utilities or any of their respective employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation in excess of an amount equivalent to the actual and reasonable costs directly and demonstrably incurred

by the proponent in preparing its proposal for any matter relating directly or indirectly to this RFP (including, without limitation, in the event that the AEEA reject or disqualify or for any other reason fail to accept a proposal, accept a non-compliant proposal or otherwise breach the terms of this RFP or any duties arising from this RFP), and which amount will not, in any event, exceed \$2,000 in the aggregate; and

2. Waives any claim against the AEEA, Utilities or any of their respective employees, directors, officers, advisors or representatives, or any one of them, for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, loss of opportunity, indirect, incidental or consequential damages or losses if no agreement is entered into with respect to the work between the proponent and the AEEA and Utilities for any reason whatsoever, including, without limitation, in the event that the AEEA reject or disqualify or for any other reason fail to accept a proposal, accept a non-compliant proposal or otherwise breach the terms of this RFP or any duties arising from this RFP.

### Independent Investigation

By delivery of a proposal, each proponent represents, warrants and agrees that:

1. The proponent has fully investigated and satisfied itself of all conditions relating to, affecting or that may affect the work, including site conditions, and the labour, equipment, material and other resources required to be provided to complete the work and fulfill the Contract;
2. The proponent's investigation is based on its own independent examination, experience, knowledge, information and judgement and not upon any statement, representation or information provided by or on behalf of the AEEA or the Utilities; and
3. The proponent is willing to assume and does assume all risks regarding conditions relating to, affecting or that may affect the work, including site conditions, whether or not any such conditions are revealed by any information available to, or

investigations undertaken by, the proponent, and the labour, equipment, material and other resources required to be provided to complete the work and fulfil the Contract.

### Conflict of Interest

Proponents must disclose any potential conflicts of interest and existing business relationships they may have with the AEEA, Utilities or their employees or representatives. The Utilities may reject a proposal from any proponent that they determine would be in a conflict of interest if the proponent were to be awarded the Contract. In making such determination, the AEEA may rely on such disclosure by the proponent and on any other information otherwise obtained by the AEEA.

### No Collusion or Solicitation

By submitting a proposal, the proponent, for and on behalf of the proponent and the proponent's team, represents and confirms to the AEEA and Utilities that the proponent has prepared its proposal without any connection, knowledge, comparison of figures, arrangement or collusion with any other person or persons submitting or participating in the preparation of a proposal.

A proponent may not make any representations, solicitations or other communications to any elected or appointed official, director, officer or employee of the AEEA or the Utilities, or to a member of the evaluation committee with respect to its proposal, either before or after submission of its proposal, except as expressly provided in this RFP. If any representative of a proponent communicates improperly contrary to this paragraph, then the AEEA may, in its sole and absolute discretion, regardless of the nature of the communication, reject the proposal submitted by the proponent.

### Rights to Disqualify: Unfair Advantage

The AEEA reserves the right to disqualify any proponent that in the AEEA's sole and absolute discretion has an unfair advantage (including access to any confidential information not available to all proponents), whether actual, perceived, or likely to arise in the future. In the alternative, the AEEA may permit any such proponent to continue in this

RFP process if it is fair to all proponents and appropriate to do so, and reserves the right to impose such conditions as the AEEA may require.

### [The Contract](#)

The successful proponent hereby acknowledges that its proposal constitutes acceptance of an offer by the AEEA and Utilities to enter into negotiations with AEEA to finalize the Contract. Upon execution of the Contract and unless the parties otherwise agree in writing and subject to any required regulatory approvals or consents, the Contract shall supersede and replace this RFP and the successful proponent's proposal. Until notification by the AEEA of their determination of a successful proponent or such other alternative determination by the AEEA as set forth in this RFP, each proposal shall bind its respective proponent.

The AEEA, at its sole discretion may award to a proponent or proponents the right to negotiate the Contract with AEEA. The entering into of such negotiations by the AEEA and Utilities shall not bind the AEEA or the Utilities to execute the Contract with such proponent or proponents.

### [Unsuccessful Proponents](#)

Unsuccessful proponents may request a debriefing with the AEEA to discuss relative strengths and weaknesses of that proponent's proposal, but AEEA will not disclose or discuss any confidential information of any other proponent. The requests must be received in a timely manner and granting of such requests will be at the sole discretion of the AEEA.

### [Governing Law](#)

The RFP, each proposal, the Contract and any ancillary documentation thereto will be governed by and construed in accordance with the laws of the Province of Alberta and the applicable federal laws of Canada. Proponents hereby attorn to the exclusive jurisdiction of the courts of the Province of Alberta.

## Dispute Resolution

All disputes arising out of or related to this RFP which the parties are unable to resolve themselves shall be settled by arbitration pursuant to the rules of the *Arbitration Act* (Alberta) (the “Arbitration Rules”). If a binding settlement of a dispute has not been finalized by the parties thereto within 30 days of such dispute arising, any party to the dispute may thereafter initiate proceedings to settle the dispute by arbitration in accordance with the Arbitration Rules. In addition to the Arbitration Rules, the following provisions shall govern the arbitration:

1. the arbitral tribunal shall consist of a single arbitrator;
2. the parties to the dispute shall attempt to agree upon a single arbitrator, but if they are unable to do so within 15 business days of the date of the notice initiating settlement by arbitration, any party to the dispute may thereafter apply to the Court of King’s Bench of Alberta for an order that determines the arbitrator;
3. the place of arbitration shall be Calgary, Alberta;
4. the language of the arbitration, including the hearings, documentation, and award, shall be in English;
5. the arbitration procedures, hearings, documents and award shall remain strictly confidential between the parties;
6. the parties to the dispute shall equally share the fees of the arbitrator and the facility fees and shall each bear their own legal costs and expenses of the arbitration;
7. the governing law of the arbitration shall be laws of the Province of Alberta and the federal laws of Canada applicable therein; and
8. all other procedural and substantive matters related to the arbitration shall be determined by the arbitrator.

Any decision of the arbitrator shall be final and binding on the parties to the dispute and there shall be no right to appeal such decision, whether on a question of law, a question of fact, or a mixed question of fact and law.