Nova Scotia

Green Choice Program Procurement – Request for Proposals II

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BY: POWER ADVISORY, THE PROCUREMENT ADMINISTRATOR

ON BEHALF OF: THE PROVINCE OF NOVA SCOTIA

Table of Contents

1. Introduction 4
1.1 Green Choice Program 4
1.2 Purpose and Background of the RFP 4
1.3 Defined Terms 4
1.4 Due Diligence by Proponents 5
1.5 Federal Funding 5
2. Eligibility and Mandatory Requirements 5
2.1 Project Team Member Experience 5
2.2 Proponent Structure 6
2.3 Renewable Low-Impact Electricity Generation Project 6
2.4 Schedule Requirements 8
2.5 Energy Rate and Energy Bid 8
2.6 Approvals and Permits 8
2.7 Engagement 9
2.8 Interconnection Feasibility Study 10
2.9 Access Rights 10
2.10 Resource Assessment 11
2.11 Financing Plan 11
2.12 Environmental Risk 12
2.13 Transportation and Logistics 12
2.14 Cybersecurity Approach 13
3. RFP Process Overview 14
3.1 Summary 14
3.2 Information Sharing by the Procurement Administrator 14
3.3 Schedule 15
3.4 Questions and Comments 15
3.5 Addenda 16
3.6 Proponent Registration 17
3.7 Communications 17
3.8 Proposal Requirements 18
3.9 Proposal Submission 19
3.10 Notification of Selected Proponents and Other Proponents 22
3.11 Debriefing 23

3.12 Confidentiality and Privacy 23
3.13 Disclosure of Proponents 24
4. PROPOSAL EVALUATION 26
4.1 Stage 1 – Completeness Requirements 26
4.2 Stage 2 – Mandatory Requirements 26
4.3 Stage 3 - Scored Criteria 28
4.4 Stage 4 – Project Configuration Ranking 36
4.5 Stage 5 - Deliverability Assessment and GCP Portfolio Selection 37
5. ADDITIONAL TERMS AND CONDITIONS 38
5.1 General 38
5.2 Assignment and Change of Control 39
5.3 Compliance 39
5.4 Return of Proposal Security 40
5.5 Verification 40
5.6 Governing Law 40
5.7 Reserved Rights 40
5.8 Interpretation 41
Appendix A – Glossary of Terms 44
Appendix B - PPA 55
Appendix C – Proponent Resources 56
Appendix D – Transportation Permit Guidance 58
Appendix E - Transmission Zone Map / Zone Definitions 61
Appendix F - List of Governing Bodies and Agencies 63
Appendix G - Form of Irrevocable and Unconditional Standby Letter of Credit 64
Appendix H - Proposal Submission Label 68

1. Introduction

1.1 Green Choice Program

a) The Green Choice Program ("**GCP**") was created by the Province of Nova Scotia to provide large energy consumers in Nova Scotia a pathway to local renewable electricity supply for up to 100% of their electricity use by subscribing to the program (the "**GCP Customers**"). Additional information on participation in the GCP can be found here.

b) To support GCP Customers renewable electricity subscriptions, Renewable Low-Impact Electricity supply is secured through a competitive request for proposal process administered by a third-party Procurement Administrator (the "**PA**"). The first procurement for the GCP was launched in late 2023 and resulted in the contracting of two wind energy projects for 880 GWh of annual Renewable Low-Impact Electricity supply.

c) The Province of Nova Scotia has appointed Power Advisory as the PA for the second competitive request for proposal process for the GCP (this "**RFP**"). The PA will administer this RFP in accordance with the applicable provisions of the Electricity Act (the "**Act**"), the Regulations respecting the GCP, ("**GCP Regulations**") and the Renewable Electricity Regulations, NS Reg. 54/2025 (as amended) ("**Renewable Electricity Regulations**").

1.2 Purpose and Background of the RFP

a) Renewable Low-Impact Electricity development offers significant economic benefit opportunities to many rural areas in Nova Scotia and significant advancement towards achieving greenhouse gas emissions reductions. Once the Projects are operational, the GCP is anticipated to help achieve Nova Scotia's Renewable Electricity Standard of 80% by 2030 and support the goal of achieving a 53% reduction in greenhouse gas emissions by 2030 and net-zero by 2050.

b) To support the GCP and Nova Scotia's clean energy targets, the PA is administering this RFP which is targeting up to 1,200 GWh (approximately 350 MW) of annual Renewable Low-Impact Electricity supply from onshore wind Energy Resources from eligible Suppliers (the "**GCP Portfolio Target**"). The PA will ensure this RFP is a fair, transparent, and competitive procurement to select Proposals that provide the best value for NSPI electricity ratepayers using the criteria described in this RFP.

c) The Selected Proponent(s) will be required to enter into a Green Choice Program Power Purchase Agreement with NSPI in the form set out in Appendix B - PPA (the "**PPA**") for a term of twenty-five (25) years (the "**PPA Term**") subject to the terms and conditions of the PPA.

1.3 Defined Terms

Capitalized terms used in this RFP have the respective meanings ascribed to them in:

a) Appendix A – Glossary of Terms.

b) Capitalized terms used but not otherwise defined in this RFP have the meanings given to them in the PPA.

1.4 Due Diligence by Proponents

a) Proponents are required to conduct their own due diligence in relation to all aspects of this RFP and the GCP, including in the preparation and delivery of their Proposal.

b) Proponents are responsible for carrying out any independent investigations, surveys, and studies that they consider appropriate in connection with satisfying their due diligence responsibilities, at their own cost.

c) Proponents are expected to review public resources to inform their Proposal, including those provided in Appendix C – Proponent Resources.

1.5 Federal Funding

a) Proponents are encouraged to explore all federal funding opportunities to make their Energy Rate more competitive, including any available investment tax credits, Canada Infrastructure Bank ("**CIB**") financing, and Natural Resources Canada's Smart Renewables and Electrification Pathways Program ("**SREPs**") funding.

b) The Government of Nova Scotia has been in discussions with the CIB regarding the standard offers for financing the project and First Nations equity ownership for the Proponents who are awarded a PPA, subject to due diligence.

   (i) Proponents seeking information regarding potential CIB financing products should direct inquiries exclusively to GCP2026@cib-bic.ca.

c) The Government of Nova Scotia has been advised that SREPs funding will be made available for the Projects selected through the GCP. The Government of Nova Scotia has also been advised that any program funding allocated for a competitive process is subject to the selected projects meeting SREPs' eligibility requirements. Project funding decisions will be made following receipt and review of a due diligence assessment. No liability or obligation exists on the part of NRCan to make a financial contribution to the project until a written contribution agreement is signed by both parties.

   (i) For additional information on SREPs, contact: sreps-erite@nrcan-rncan.gc.ca, with "Green Choice Program Inquiry: Applicant Name" in the subject line.

2. Eligibility and Mandatory Requirements

2.1 Project Team Member Experience

a) The Proponent shall meet the Team Member Experience set out in this Section 2.1.

b) The Proponent must have at least two (2) Designated Team Members who have experience in the Planning, Developing, Financing, Constructing and Operating (the "**Experience Categories**") of at least one (1) Qualifying Renewable Low-Impact Electricity Generation Facility, where such individuals had managerial authority in respect of such functions (the "**Team Member Experience**"). The Proponent may have more than two (2) Designated Team Members on its Proponent team to satisfy the aggregate Team Member Experience requirements relating to each of the Planning, Developing, Financing, Constructing and Operating requirements (for instance, if a Designated Team Member does not have experience in all the five categories). For greater certainty, the experience of the Designated Team Members does not need to have been earned with the same Proponent or Control Group Member of the Proponent.

c) The Team Member Experience claimed for each Designated Team Member submitted as a part of the Prescribed Form: Proponent Information, Declarations, and Workbook, pursuant to Section 2.1, must be supported by a curriculum vitae for each Designated Team Member listed.

2.2 Proponent Structure

a) Each Proponent shall be a single Person and may not be an unincorporated joint venture of multiple Persons.

b) Each Proponent must qualify as a Supplier and must have a Controlling interest in the Project at the time of submitting the Proposal and, if they become a Selected Proponent, at the time that the PPA is executed.

c) Nova Scotia law requires all businesses operating within Nova Scotia to register with Nova Scotia's Registry of Joint Stock Companies. Proponents are required to register with the Registry of Joint Stock Companies prior to submitting a Proposal in response to the RFP.

2.3 Renewable Low-Impact Electricity Generation Project

a) Each Proponent will be responsible to make the necessary investments to successfully complete development and construction, and own, operate and maintain a Renewable Low-Impact Electricity Generation Facility (the "**Facility**") should they be offered a PPA.

b) Each Proposal must be specific to a single proposed Project that will meet the following requirements:

(i) be a New-Build or an Expansion using onshore wind as the Energy Source;

(ii) have a Nameplate Capacity of greater than 2 MW and less than or equal to one-hundred and fifty (150) MW;

(A) The Project's Nameplate Capacity must be between 40% and 100% of the Nameplate Capacity submitted in the Interconnection Feasibility Study as permitted under Section 4.4.1 of the Generator Interconnection Procedures.

(B) Projects shall not be divided into smaller Projects for the purpose of circumventing this eligibility requirement. If the PA determines, in its Discretion, that the proposed Project is part of a larger Project that has been divided into smaller Projects, it may reject all Proposals in respect of such Projects or take such other action as it may determine. For the purpose of determining whether a proposed Project is part of a larger Project has been divided into smaller Projects, the PA may consider factors including whether the Proponents in respect of such smaller Projects are the same Person or Related Persons and the relative locations of such Projects.

(iii) be physically located in Nova Scotia, connect to the Transmission System, and must not have its Point of Interconnection in Zone 4 or 5 (see Appendix E - Transmission Zone Map / Zone Definitions). For clarity, Projects connecting to the distribution network are not eligible to participate in the RFP. For further clarity, a Project includes the Generating Facility (including Generation Equipment and Major Equipment), the Interconnection Facilities, and access roads.;

(A) Projects are encouraged to connect at a voltage at or above 138 kV.

(iv) must not be the subject of an existing power purchase agreement with NSPI, the Government of Nova Scotia, or any other Load Serving Entity or be listed under the "Prescribed Generation Facilities" in the *Prescribed Generation Facilities and Energy-Storage Projects Regulations*;

(v) will not have any portion of the Generating Facility located on provincial Crown land or Protected Land (collectively, "**Ineligible Land**") and will not have any portion of the Interconnection Facilities or new access roads located on Protected Land. If existing access roads located on Protected Land are to be used by Project, such access roads must not require any additional Protected Land to enable their use;

(A) For any Proposal where the Project Site includes Interconnection Facilities or access roads on Crown lands, Proponents may contact the Land Services Branch of the Department of Natural Resources (via email, landweb@novascotia.ca, using the subject line "Green Choice Program RFP") to discuss the general process and timelines for obtaining access to Crown land and not, for clarity, to discuss the specifics of their Project. Discussions with respect to Projects as well as applications for easements will only be considered for Selected Proponents that have executed a PPA.

(B) Proponents whose proposed Projects intend to use Crown land for Interconnection Facilities or access roads must also be aware of the Nova Scotia's Old Growth Forest Policy and factor any impacts of such policy into their Proposal.

2.4 Schedule Requirements

a) Proposals must include a Scheduled Commercial Operation Date ("**Scheduled COD**") for the Project that must be on or before December 31, 2030, and a feasible plan to meet the Scheduled COD, as determined in the PA's Discretion, which includes a Project timeline (which are encouraged to be presented in GANTT charts or other user-friendly formats) that contains the following elements:

   (i) a detailed timeline for the period between the submission of the Proposal until the Scheduled COD;

   (ii) key development milestones and dates for phases which include the Project's design, procurement for Generation Equipment and key Major Equipment, major regulatory approval, permit milestones, construction, and commissioning; and

   (iii) a description of the Project's timeline risks, including assumptions for timing, the Proponent's estimated likelihood of meeting the Scheduled COD, and mitigation measures for risks to on-time completion, including built-in contingencies.

b) Proposals with a Scheduled COD prior to December 31, 2029, if selected, will be eligible for an Early Completion Incentive applied to Energy Rate over the period starting on the Commencement Date ending on December 31, 2030, as set out in the PPA.

2.5 Energy Rate and Energy Bid

a) For each Project Configuration, Proposals must include:

   (i) a fixed Energy rate (the "**Energy Rate**") for the term of the PPA (subject to escalation as defined in the PPA) in $/MWh to two decimal places; and

   (ii) a fixed Energy bid (the "**Energy Bid**") in MWh/year for each 12-month period during the term of the PPA that reflects the total energy output at the probability of exceedance at 50% (P50).

2.6 Approvals and Permits

a) Proponents must submit a Proposal that sets out a viable path to obtaining the required approvals and permits for the Project, as determined in the PA's Discretion, by submitting a complete and detailed Approvals & Permits matrix as part of the Prescribed Form: Proponent Information, Declarations, and Workbook which demonstrates:

   (i) a clear understanding of which municipal, provincial, and federal approvals and permits (which may include Provincial and/or Federal Environmental Assessments) will be required to develop, construct, and operate the Project; and

   (ii) that it has contacted the appropriate departments of Nova Scotia by December 31, 2026, to engage in preliminary conversations regarding the required approvals and permits, and strategies to mitigate environmental risks.

b) Solely for the convenience of the Proponents, the PA notes that approvals, permits, guidance, letters of authority, or other types of authorizations may be required from one or more of the following governing bodies and agencies listed in Appendix F - List of Governing Bodies and Agencies. The PA does not take any responsibility for the completeness or accuracy of Appendix F - List of Governing Bodies and Agencies. Proponents shall be responsible for verifying which Governing Bodies and Agencies are required to provide permits and / or approvals.

c) Proponents are reminded of the necessity to comply with Laws and Regulations and that selection as a Selected Proponent does not in any way guarantee that the Proponent will obtain any provincial, federal or municipal approvals, permits or authorizations required for the Project, nor will Selected Proponents be provided any preferential treatment in the corresponding decision-making processes.

2.7 Engagement

a) Proponents must engage with a diverse set of members of the general public using best practices (see Appendix C – Proponent Resources for best practice guidance). The general public includes, but is not limited to, staff from municipal, provincial and federal governments, municipal politicians and officials, members of Parliament, members of the Legislative Assembly, the Mi'kmaq of Nova Scotia, residents, farmers, local media, businesses, community associations, environmental and conservation organizations, wildlife advocates, manufacturing associations, boards of education, Medical Officers of Health, and chambers of commerce. Proponents must submit a Proposal that provides evidence that the Proponent has:

(i) provided notice to communities in close proximity to the proposed Project Site of their intention to submit a Proposal for the GCP no later than twenty (20) Business Days after the RFP Effective Date;

(ii) publicly posted its contact information and Project details in a way that is easily accessible to the general public no later than thirty (30) Business Days after the RFP Effective Date;

(iii) identified a lead contact for questions and feedback;

(iv) provided opportunities, which include an in-person open house or public meeting, for the general public to comment and provide feedback prior to the Proposal Submission Deadline;

(v) ensured information distributed to the general public is accurate, current, and accessible through multiple channels (including a non-internet channel).

2.8 Interconnection Feasibility Study

a) IESO Nova Scotia's Generation Interconnection Procedures outlines the procedures for processing an Interconnection Request pertaining to a Generating Facility. Proponents are expected to meet all obligations provided by the Generator Interconnection Procedures, including the requirements to provide payment for applicable fees and deposits.

   (i) As was communicated to prospective Proponents participating in the first GCP procurement, NSPI will be responsible for the necessary equipment to maintain the Transmission System reliability, stability, and quality for interconnected wind generation facilities procured under the Act which, for certainty, includes Projects selected under this RFP. NSPI may set minimum technical requirements for wind turbines based on commercially available wind turbines.

b) The Proponent, in respect of the Project, must initiate a valid Interconnection Request, in accordance with the Generator Interconnection Procedures, to the System Operator prior to the Interconnection Feasibility Study Submission Deadline specified in Section 3.3a) for the Project to be included in a prioritized study queue for GCP Projects that will receive their study results prior to the Proposal Submission Deadline.

   (i) Each Proponent must apply for Energy Resource Interconnection Service only in their Interconnection Request to the System Operator for the Project.

   (ii) If a Proponent has submitted an Interconnection Request in respect of the Project prior to the RFP Effective Date, such Interconnection Request will be valid for the purposes of meeting the requirements of this RFP if the Interconnection Feasibility Study report is issued by the System Operator after the RFP Effective Date. Otherwise, the Proponent must initiate a new Interconnection Request in respect of the Project.

c) Facilities will be required to provide Ancillary Services under the circumstances provided by the Transmission System Interconnection Requirements ("TSIR") and Generator Interconnection Procedures at their own expense. Proponents may choose to consider these costs when submitting their Energy Rates in their Proposals.

2.9 Access Rights

a) Proponents must submit a Proposal that provides evidence of access rights to the Properties included in the Project Site where the Generating Facility is to be located (the "**Generating Facility Properties**"). Such evidence must include the following:

   (i) a single scale map of the Project Site showing the outer boundary the Generating Facility Properties;

   (ii) land parcel register(s) for the Generating Facility Properties evidencing the registered owner(s) dated no earlier than the RFP Effective Date;

   (iii) where title to one or more Generating Facility Properties is not in the name of the Proponent (including where title is held by an Affiliate of the Proponent), the

Proponent must submit a letter addressed to the PA signed by the documented title holder of such Properties stating that the Proponent has: (i) the contractual right to acquire such Properties; or (ii) contractual rights to build, operate and maintain the Project on such Properties, if it is selected as a Selected Proponent. Such title holder's statement shall not otherwise be qualified or conditional.

2.10 Resource Assessment

a) Proponents must submit a Proposal that includes a resource assessment report prepared and signed by a Wind Energy Resource Assessment Professional using a minimum of one (1) year of Onsite Wind Data that validates the Energy Bid for each Project Configuration using a minimum probability of exceedance of 50% (P50) from the Nameplate Capacity.

(i) The resource assessment report must include:

(A) a summary of the resource assessment;

(B) a description of the methodology used to conduct the resource assessment;

(C) a description of Onsite Wind Data used in the resource assessment; and

(D) a resume or short biography of the report author that demonstrates they are qualified as a Wind Energy Resource Assessment Professional.

2.11 Financing Plan

a) Proponents must submit a Proposal that includes a financing plan (the "**Financing Plan**"), that demonstrates the Proponent possesses the financial capacity or support to construct and operate the Project. For the Primary Project Configuration, the Financing Plan must include the following:

(i) the estimated Total Project Costs;

(ii) the estimated average annual operating expenses;

(iii) the Project's capital structure (i.e., the proposed percentage of equity and debt);

(iv) a list of any Tariffs in effect at the time of Proposal submission impacting the cost of Generation Equipment and/or Major Equipment that have been factored into the Energy Rate; and

(v) a description of any Government-Sponsored Funding which includes the levels of expected Government-Sponsored Funding and why the Proponent believes the Project will qualify for such funding based on their understanding of the such Government-Sponsored Funding offerings.

2.12 Environmental Risk

a) For each Project Configuration, Proponents must submit as part of their Proposal a completed Prescribed Form: Environmental Risk which, for each applicable Project Configuration, includes:

(i) confirmation that each applicable Project Configuration of the proposed Project will meet human health criteria concerning shadow flicker and turbine noise based on modelling results; and

(ii) a completed Environmental Risk Questionnaire with responses supported by evidence;

or

(iii) a completed Prescribed Form: Environmental Risk indicating the Proponent has received an Environmental Assessment approval with conditions for the Primary Project Configuration of the proposed Project, supported by a copy of the Environmental Assessment approval.

b) Prior to preparing Proposals, Proponents are encouraged to contact the Department of Natural Resources and Renewables by email at wildlifeEA@novascotia.ca to discuss the proposed Project Site and its potential impact on items such as wildlife, species at risk, wetlands, old growth forest or a core critical habitat.

2.13 Transportation and Logistics

a) Proponents must submit as part of their Proposal their approach for transportation and logistics with respect to delivering Generation Equipment and Major Equipment to the proposed Project Site. The description must include a discussion of:

(i) potential transportation routes (including port destination(s) and / or railway for equipment) with consideration for weight, height, and width limitations on Nova Scotia routes and structures (including Spring weight restrictions);

(ii) transportation and logistics expertise to be employed by the Proponent identifying what consideration will be given for Nova Scotia specific knowledge and experience in employing such expertise; and

(iii) plans for consultations with affected municipalities prior to transport.

b) Proponents are encouraged to review the Special Move Permit requirements to transport Generation Equipment and Major Equipment to the proposed Project Site on roads and structures in Nova Scotia (see Appendix C – Proponent Resources). Guidance has been provided by the Nova Scotia Department of Public Works and can be found in Appendix D – Transportation Permit Guidance.

(i) Proponents must review Nova Scotia's Wilderness Protection Act (see Appendix C – Proponent Resources) for potential impacts on transportation and logistics.

(ii) Proponents are reminded that the cost of modifications to existing transportation infrastructure required to transport Generation Equipment and Major Equipment on an approved transportation route are the responsibility of the Proponent.

2.14 Cybersecurity Approach

a) Proponents must as part of their Proposal submit a description of their approach to cybersecurity for the Project which should include applying best practices throughout the Project's life cycle and will contribute to a more resilient grid in Nova Scotia.

3. RFP Process Overview

3.1 Summary

The RFP will be released on the RFP Effective Date, after which Proponents will have until the Proposal Submission Deadline to submit a Proposal as described in Section 3.9. Prospective Proponents must submit a completed Registration Form accompanied by the Registration Fee for each Proposal it intends to submit by the Registration Deadline for each associated Proposal to be eligible for consideration in the proposal evaluation process as described in Section 3.6.

Proposals will be evaluated in three stages, with selection of Projects for inclusion in the GCP Portfolio occurring in the fourth stage, as described in Section 4.

3.2 Information Sharing by the Procurement Administrator

a) The PA will be responsible for communicating updates on the RFP to Proponents. Updates may include but will not be limited to:
   (i) periodic responses to frequently asked questions;
   (ii) updated drafts of the RFP;
   (iii) announcements of any relevant webinars; and
   (iv) the release of Addenda.

b) These updates will be communicated through the following streams:
   (i) via the RFP website at https://nova-scotia-gcp.com (the "**RFP Website**") and;
   (ii) via email, where the PA will maintain mailing lists and will notify lists with relevant updates. To be added to the mailing list, please contact the PA directly at greenchoice@poweradvisoryllc.com (the "**RFP Email Address**").

3.3 Schedule

a) Below is the schedule relating to this RFP process (the "**Schedule**").

Milestone	Date
PA release of the RFP	September 10, 2026 (the "**RFP Effective Date**")
PA release of the PPA	TBD
Proponent's deadline for Registration	September 17, 2026 (the "**Registration Deadline")**
Proponent's deadline for Feasibility Study Submission to the System Operator	September 30, 2026 (the "**Interconnection Feasibility Study Submission Deadline**")
Proponent's deadline for submitting questions and comments, if any	October 8, 2026 (the "**Question and Comment Deadline**")
PA's deadline for issuing Addenda to the RFP and PPA, if any	October 29, 2026
Target Date for Interconnection Feasibility Study results provided to Proponents	November 26, 2026
Proposal submission deadline	January 14, 2027 at 3:00 PM (APT) (the "**Proposal Submission Deadline**")
Target Date for notification of Selected Proponents	May 6, 2027

b) The PA reserves the right to accelerate or postpone any of the dates set out above and to add to, eliminate, or re-order any of the steps set out in the Schedule. The PA may amend the Schedule from time to time by Addendum, which will be posted on the RFP Website.

c) The Proposal Submission Deadline will be adjusted, if necessary, to provide a minimum of thirty (30) days from the date that Interconnection Feasibility Study results are made available to Proponents to the date of the Proposal Submission Deadline.

3.4 Questions and Comments

a) The PA invites questions and comments regarding the RFP process until the Registration Deadline. After the Registration Deadline, only prospective Proponents who have Registered will be permitted to ask questions in connection with the RFP and will be permitted to do so until the Question and Comments Deadline.

b) This RFP and PPA, as applicable, will be public and accessible via the RFP Website. Interested parties are encouraged to promptly examine all such documentation and: (i) report to the PA any errors, omissions or ambiguities; and (ii) send to the PA any questions they may have regarding this RFP and the PPA by submitting a question or a comment by e-mail to the RFP Email Address on or before the Question and Comment Deadline specified in the Schedule. No such communications are to be directed anywhere but to the RFP Email Address. The PA will not be responsible for, nor be obliged to respond to, questions or comments submitted to any other e-mail address or by any other means of communication (e.g., fax, phone calls or voicemail messages, mail, courier, social media, etc.). Please allow up to two Business Days for the PA to acknowledge receipt of the question and to either provide a response or an estimate of additional time required to provide a response.

c) Questions marked as confidential will not be accepted by the PA. Questions and comments received in the manner prescribed above that request clarification of the RFP and the PPA will be posted on the RFP Website with the PA's response, but the identity of any party asking any question or making any comment will not be revealed.

d) The PA is under no obligation to provide additional information or answers but may do so at its sole Discretion. When posting questions to the RFP Website, the PA may make conforming changes to the question to remove identifying or Proponent-specific information.

e) It is the responsibility of an interested party to seek clarification by submitting questions or comments in the manner provided above on any matter that it considers to be unclear. The PA shall not be responsible for any misunderstanding on the part of an interested party concerning any aspect of this RFP.

3.5 Addenda

a) This RFP and the PPA may be amended only by Addendum in accordance with this Section 3.5. If the PA, for any reason, determines that it is necessary or appropriate to amend or provide additional information relating to the RFP and the PPA, such information will be communicated by posting such Addendum on the RFP Website as described in Section 3.2b), on or prior to the deadline for issuing Addenda set out in the Schedule. Each Addendum will be deemed to form an integral part of this RFP and the PPA, as the case may be.

b) Each Addendum will be in writing and may contain important information, including significant changes to this RFP, the PPA and their respective Prescribed Forms, and interested parties are responsible for visiting the RFP Website as often as is necessary to ensure that they obtain all Addenda and other communications issued by the PA from time to time.

c) The PA may issue an Addendum or Addenda after the deadline for issuing Addenda specified in the Schedule. If any Addendum is issued after the deadline for issuing Addenda set out in the Schedule, the PA may, in its Discretion, extend the Proposal Submission Deadline for a reasonable amount of time having regard to the circumstances.

3.6 Proponent Registration

a) Prospective Proponents must submit a completed Registration Form to the PA, in accordance with the specific details set out in the Registration Form, together with a registration fee of ten thousand Dollars ($10,000 + HST) (the "**Registration Fee**"), for each Proposal it intends to submit by the Registration Deadline indicated in the Schedule.

   (i) Proponents may modify information provided in Section 1 of the Registration Form when completing their Proposal submissions.

b) The Registration Fee is payable by either a certified cheque or bank draft to the Nova Scotia Minister of Finance. Payment must be dated on or before the Registration Deadline and received by the DoE no later than five Business Days after the Registration Deadline. Prospective Proponents must send payment for the Registration Fee by registered mail or courier to the c/o Nova Scotia Department of Energy, at the following address:

Attention: Todd Young
12th Floor, Joseph Howe Building
1690 Hollis Street
Halifax, NS
B3J 1X2

c) The PA will respond to the prospective Proponent confirming receipt of the Proponent's Registration Fee and Registration Form, providing a Unique Project ID for the purposes of this RFP in advance of the Proposal Submission Deadline, and instructions for accessing the PA's file transfer site (the "**File Transfer Site**") where Proponents will be required to upload all Proposal materials.

d) If a prospective Proponent would otherwise fail to meet the registration requirements set out in this Section 3.6 as a result of a manifest error or deficiency in the Registration Form or in the delivery of Registration Fee, such as a missing date, name, signature or a typographical error, the PA may, in its Discretion, issue a rectification notice identifying a perceived deficiency and in such case will provide the prospective Proponent a single opportunity to rectify the perceived deficiency and submit the applicable corrected or completed materials within the time period specified by the PA in such notice.

e) The Registration Fee is **non-refundable** except under the circumstances of the PA exercising its right to cancel this RFP under Section 5.7i) prior to the Proposal Submission Deadline. For the avoidance of doubt, the Registration Fee will not be refunded to prospective Proponents that do not submit a Proposal or to Proponents that do not become a Selected Proponent.

3.7 Communications

a) Proponents, their agents or representatives (including lobbyists acting in compliance with the Lobbyists' Registration Act, SNS 2001, c 34) are strictly prohibited from communicating with any officer, member or employee of the PA, the Government of Nova Scotia or any of its departments, including the DoE, NSPI, any Restricted Party or any other Person involved in with an aim to influence the outcome of the RFP process, other than applications for Permits,

approvals, regulatory compliance purposes, technical arrangements or participating in public stakeholder processes.

b) If a Proponent or prospective Proponent has any questions regarding the appropriateness of specific communications, they are advised to seek clarification from the PA via the RFP Email Address.

c) The PA shall have the right to request and obtain from a Proponent, and the Proponent shall, if so requested, promptly provide to the PA, information or clarification regarding the appropriateness of any communications by such Proponent that may be prohibited by this RFP. The Proponent shall provide all information reasonably necessary or appropriate to allow the PA to assess whether such communications are or were appropriate.

d) In cases of breach of the foregoing communications rules, the PA may, in its Discretion, disqualify a Proponent or revoke the status of a Proponent, as the case may be. No Proponent shall engage or have engaged in any communications that would constitute a Conflict of Interest or that would breach the Non-Collusion Requirements, failing which, the PA may, in its Discretion, disqualify the Proponent.

3.8 Proposal Requirements

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

b) The entire content of the Proponent's Proposal should be submitted in the Prescribed Forms, and the content of websites or other external documents referred to in the Proponent's Proposal but not attached will not be considered to form part of its Proposal.

c) The Proposals shall be unconditional. Any Proposal that is submitted subject to any condition will be rejected and such Proposal will no longer be considered in this RFP process.

d) Apart from the completion of any blanks, bullets or similar uncompleted information in the Prescribed Forms, no amendments may be made to the pre-printed wording of the Prescribed Forms, but copies, including multiple copies, may be made of the appropriate pages of the Prescribed Forms. The Prescribed Forms will be made available on the RFP Website in a writable PDF, Word or Excel format. Any amendments made to the Prescribed Forms, whether on the face of such forms or contained elsewhere in the Proposal, may result in the disqualification of the Proposal. All Prescribed Forms populated with relevant information from the Proponent must be signed by a director, officer or other person who has the authority to bind the Proponent.

e) Certain Prescribed Forms are, or contain, statutory 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's team, to confirm that each of

the statements set out in the declarations can be made accurately and truthfully. If the PA determines in its Discretion that any matter declared is not materially true and correct, then the Proposal may be rejected. Additionally, misrepresentations in the Proposal will constitute a breach of the representations and warranties in the PPA.

f) The Proposal must be written in English only and must be submitted in electronic format, typed in black ink, printable on an 8.5 × 11-inch paper, and all pages in applicable documents should be numbered sequentially. Proposals should be collated and organized in a user-friendly manner, including an index, cross-referencing of the various supporting documentation and their respective page numbering systems, and should provide detailed responses.

3.9 Proposal Submission

a) Proposed Project Configurations
   (i) Each Proposal must be in respect of a single proposed Project with a primary Project Configuration (the "**Primary Project Configuration**").

   (ii) Proponents may elect, but are not required, to propose a single, alternate Project Configuration (the "**Alternate Project Configuration**"). The Generating Facility of the Alternate Project Configuration must:

      (A) be contained within the boundary of the Primary Project Configuration's Generating Facility Properties; and

      (B) have a proposed Nameplate Capacity less than the Nameplate Capacity proposed for the Primary Project Configuration.

b) To be considered, a Proponent must submit all of the materials in Section 3.9c)(i) (collectively, a "**Proposal**"). It is the Proponent's responsibility to submit the Proposal to the PA as prescribed by the requirements in Section 3.9c) in all material respects. Any Proposal submission that is not received by the PA per the requirements set out in Section 3.9c) in all material respects may be rejected and the Proposal will no longer be considered in this RFP process.

c) Electronic Proposal Requirements
   (i) To constitute a complete Proposal, Proponents must submit all of the following completed documents that are applicable to the Proposal as a part of the Proposal, electronically to the File Transfer Site prior to the Proposal Submission Deadline:

Item#	Proposal Document
1.	Prescribed Form: Proponent Information, Declarations, and Workbook
2.	Prescribed Form: Proposal Workbook
3.	Prescribed Form: Access Rights and Project Site
4.	Prescribed Form: Engagement
5.	Prescribed Form: Financing

6.	Prescribed Form: Environmental Risk
7.	Prescribed Form: Social and Economic Benefits

(ii) The Proposal documents that are required to be submitted to the PA in electronic format in accordance with Section 3.9c)(i) must be uploaded to File Transfer Site by no later than the Proposal Submission Deadline. Proponents are solely responsible for their technology and the transmission of the Proposal submission. The PA shall utilize the time stamp generated at the time of upload into the File Transfer Site.

(iii) For further clarity, if any of the required Proposal documents are shown to have been uploaded to the File Transfer Site at anytime after the Proposal Submission Deadline, the entire Proposal will be rejected and the Proposal will no longer be considered in this RFP process. Proponents are strongly encouraged to submit their Proposals in advance of the Proposal Submission Deadline to avoid any unforeseen delays in electronic delivery.

d) Hard Copy Submission Requirements

(i) In addition to the electronically submitted documents identified in Section 3.9c)(i), a Proponent must provide the following Proposal documents in hard copy submission to the address provided in Section 3.9d)(iv) prior to the Proposal Submission Deadline:

Proposal Document	**Delivery and Format**
Proposal Security	One original hard copy of the Proponent's Proposal Security in the amount specified in Section 3.9d)(ii), which should be contained in a separate, opaque and sealed envelope marked "Proposal Security" and with the Unique Project ID.

(ii) The amount of Proposal Security shall be thirty-five thousand Dollars per MW of Nameplate Capacity ($35,000 / MW).

(iii) The Proposal Security must remain valid for at least the Period of Irrevocability as stated in Section 3.9f).

(iv) Proposal documents required to be submitted to the PA in hard copy format shall be delivered to the address below:

Power Advisory LLC, c/o Cox & Palmer
Nova Centre - South Tower, Suite 1500
1625 Grafton Street, Halifax, Nova Scotia B3J 0E8
Attention: Green Choice Program Procurement RFP II

(v) The PA shall create a time stamp upon receipt of the hard copy materials and provide the Proponent a record of such time stamp. This time stamp will be the sole determinant of whether hard copy Proposal documents were received prior to the Proposal Submission Deadline.

(vi) Proponents should submit a cover letter with each hard copy of the Proposal Security that clearly identifies the Proponent's name and the Unique Project ID to which the enclosed Proposal Security relates. Proponents are encouraged to affix a label to the outside of any hard copy submission package that clearly indicates the Proponent's name and address along with the specified mailing address (the "**Proposal Submission Label**"). The form of the Proposal Submission Label has been provided in Appendix H - Proposal Submission Label to this RFP.

e) Amendment, Withdrawal or Non-Submission of Proposals

(i) Prior to the Proposal Submission Deadline, a Proposal can be amended by uploading the amended Proposal documents to the File Transfer Site and overwriting the previously submitted versions. After the Proposal Submission Deadline, a Proposal cannot be amended and the PA will disable the capability for Proponents to submit, withdraw or edit Proposals on the File Transfer Site.

(ii) At any time prior to the Proposal Submission Deadline, a Proponent may withdraw a submitted Proposal by emailing notice of such withdrawal to the PA at the RFP Email Address and, provided that such notice is received by the PA prior to the Proposal Submission Deadline, the entire Proposal described therein shall be deemed to have been withdrawn.

(iii) If a Proponent withdraws a Proposal prior to the Proposal Submission Deadline, the PA will not process such Proposal and will return such Proposal, including the Proposal Security, if provided, to the Proponent.

f) Irrevocability

(i) A Proposal shall be irrevocable in the form submitted by the Proponent from the Proposal Submission Deadline until 3:00 P.M. (APT) on the one hundred and eightieth (180th) day after the Proposal Submission Deadline or for such longer period as agreed to from time to time pursuant to the provisions of this Section 3.9f) (the "**Period of Irrevocability**").

(ii) If the PA wishes to extend the Period of Irrevocability, the PA shall submit a request prior to the expiry of the Period of Irrevocability 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, consent to extend its Period of Irrevocability and, in such case, must notify the PA of such intent within five (5) Business Days after such request was made.

(iii) If a Proponent does not respond to the request within five (5) Business Days or refuses to extend the Period of Irrevocability, the Proponent's Proposal shall continue to be irrevocable in accordance with its original Period of Irrevocability.

(iv) If the PA determines in its Discretion that it will be unable to award PPA(s) prior to the expiration of the applicable Period of Irrevocability, it will, after the expiration of the

Period of Irrevocability, cease to consider the Proposal of a Proponent who has refused the PA's request to extend its Period of Irrevocability. The PA will continue to evaluate Proposals of those Proponents who have consented to an extension to their Period of Irrevocability and award PPA(s), if any at all, only to such remaining Proponents.

3.10 Notification of Selected Proponents and Other Proponents

a) Selected Proponent

(i) Once the Selected Proposals(s) are chosen by the PA, the PA will notify the Selected Proponent(s) and NSPI in writing of the selections and will notify the other Proponents that were not chosen by the PA in accordance with Section 3.10b).

(ii) The PA may, in accordance with the Schedule, make a public announcement of such selection, noting that such selection is subject to the successful completion and execution of the PPA(s) and related closing documents. The PA will forward to the Selected Proponent(s) a copy of the PPA and those related closing documents prepared by the PA for completion and execution by the Selected Proponent(s), and the date that the PPA(s) and such closing documents are sent by the PA to the Selected Proponent(s) is referred to as the "**PPA Receipt Date**".

(iii) A Selected Proponent must, within twenty (20) Business Days after the PPA Receipt Date, execute and deliver the PPA and the Performance Security in the Pre-COD Amount with all related closing documents required by the PA (including certificates of status or equivalent and the required). For greater certainty, it is the Selected Proponent who must execute and deliver the PPA, and the Selected Proponent may not substitute or propose to substitute another party in its place.

(iv) Should any Selected Proponent fail to execute and deliver the PPA and all related closing documents required by the PA within the required timeframes in respect of any Selected Proposals, such Selected Proponent will be in breach of this RFP with respect to such Proposal and the PA may, in its Discretion, disqualify such Selected Proposal and the Proposal Security may be drawn upon which remedies shall be the sole and exclusive remedies of the PA as a result of such Selected Proponent's breach of this RFP.

b) Other Proponents

(i) The PA will notify a Proponent whose Proposal did not become a Selected Proposal, either:

(A) after the evaluation for Stage 1 has concluded for all Proponents, that a Proponent's Proposal has failed to satisfy the Stage 1 completeness requirements set out in Section 4.1; or

(B) after the evaluation for Stage 2 has concluded for all Proponents, that a Proponent's Proposal has failed to satisfy the Mandatory Requirements set out in Section 4.2; or

(C) after the selection of Selected Proponents in Stage 5 has concluded,

and that, in either case, they were not selected by the PA under this RFP, and such decision is final and binding.

3.11 Debriefing

a) Any Proponent whose Proposal did not become a Selected Proposal may request a debriefing with the PA after being notified of their status.

b) The PA will hold a single debriefing meeting, of up to one (1) hour in length, for each Proponent in which they can discuss their unsuccessful Proposal. Requests must be made in writing through the RFP Email Address and must be made within thirty (30) days of such notification from PA to the Proponent of their status. The intent of the debriefing session is to assist the Proponent in presenting a better proposal in subsequent procurement opportunities.

c) The PA will not disclose any confidential information to the Proponent during the debriefing, including information in connection with Proposals submitted by other Proponents.

d) Any debriefing provided is not offered for the purpose of providing an opportunity to challenge this RFP procurement process. The debriefing is for informational purposes only and is for the sole benefit of the Proponent.

e) The Proponent agrees that the PA will not be liable or responsible for any loss, costs, damages, expenses, or inconvenience which may result from anything done (or communicated) or omitted to be done (or communicated) during the debriefing.

3.12 Confidentiality and Privacy

a) All information provided to the PA in any form in connection with this RFP (including the Proposal) may be subject to and may be collected, used, and disclosed in accordance with the provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)* and the *Personal Information International Disclosure Protection Act (Nova Scotia),* both as amended from time to time. A Proponent is required to clearly identify any portion of any Proposal that contains proprietary or confidential information by marking it as "Proprietary and Confidential". Only those portions of a Proposal that are marked as "Proprietary and Confidential" will be accorded confidential treatment by the PA in accordance with this Section 3.12. For the avoidance of doubt, despite the Proponent marking certain portions of the Proposal as "Proprietary and Confidential", the PA may be required to disclose some or all of that information where that information is not protected from disclosure under the *Freedom of Information and Protection of Privacy Act, Personal Information International Disclosure Protection Act*, or other applicable legislation.

b) The confidentiality of any such information identified by the Proponent will be maintained by the PA, except where Laws and Regulations, a court, legislative committee or a tribunal requires the PA to do otherwise. Notwithstanding the foregoing, the PA shall not be required to maintain the confidentiality of any such information that:

(i) is or becomes generally available to the public without fault or breach on the part of the PA or its advisors of any duty of confidentiality owed by the PA and its advisors to the Proponent or to any third party;

(ii) the PA or its advisors can demonstrate that it had been rightfully obtained by the PA or its advisors, without any obligation of confidence, from a third party that had the right to transfer or disclose it to the PA or its advisors free of any obligation of confidence;

(iii) the PA or its advisors can demonstrate that it had been rightfully known by, or in the possession of, the PA or its advisors at the time of disclosure, free of any obligation of confidence when disclosed; or

(iv) has been independently developed by the PA or its advisors.

c) All information provided by or obtained from the PA in any form in connection with this RFP is the sole property of the PA and must be treated as confidential by the Proponent, and:

(i) is not to be used for any purpose other than replying to this RFP;

(ii) must not be disclosed without the prior written authorization of the PA; and

(iii) shall be returned by the Proponent to the PA immediately upon the request of the PA.

d) A Proponent shall treat its Proposal as confidential until the conclusion of the RFP and until the selection of the Selected Proposal(s), if any, has been publicly announced. Until such time, a Proposal must not be disclosed by the Proponent without the prior written authorization of the PA.

e) By submitting a Proposal, a Proponent authorizes the PA to collect, use and disclose any personal information contained in the Proposal for the purposes of evaluating Proposals and to store that personal information by the PA outside of Canada. The PA shall not use any personal information contained in a Proposal for any other purpose unless otherwise authorized by law or with the express consent of the individual. Under the privacy provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*, individuals have the right to protection of, and access to, their personal information.

3.13 Disclosure of Proponents

a) By submitting a Proposal in response to this RFP, a Proponent is signaling its consent that the PA may disclose, as it determines appropriate, all or part of that Proposal on a confidential basis to the Government of Nova Scotia, the Board, IESO Nova Scotia, the PA's counsel, federal funding bodies, and other advisors retained by the PA or the Government of Nova Scotia for the purpose of preparing or administrating this RFP. Without limiting the generality of the foregoing, the PA may disclose any information provided in a Proposal that is necessary for the purposes of preparing the final report on the RFP for the Minister of the Department of Energy as required by the Renewable Electricity Regulations.

b) Notwithstanding Section 3.12, the PA may choose to publish or otherwise disclose all or any part of the following information regarding any Selected Proposals:

(i) name of the Selected Proponent(s);

(ii) the name, size (in MW), location, and technology of the Project(s);

(iii) the sum of the Energy Bids;

(iv) the average of the Energy Rate and other aggregate pricing information; and

(v) the sum of estimated Project investment and employment information such as Total Project Costs, Local Benefits, Project operating and maintenance costs, and Project full-time equivalent employees.

c) The PA may make such disclosure on an individual basis, or as aggregated with information provided by other Proponents.

d) Notwithstanding any provision of this RFP, the PA shall not disclose any Proposal or any information contained in a Proposal to NSPI unless:

(i) after the Proposal in question is selected as the Selected Proposal, the PA, acting reasonably, determines that the disclosure of such information contained in the Proposal is necessary for NSPI to execute or administer the Agreement; in which case, for the avoidance of doubt, the PA will disclose no more information than what is necessary to accomplish the purpose of such disclosure;

(ii) the information has already been released publicly as described above or is otherwise available to the public; or

(iii) such disclosure is required by Laws and Regulations.

4. PROPOSAL EVALUATION

The evaluation of Proposals will be conducted by the PA in five (5) distinct stages as follows:

4.1 Stage 1 – Completeness Requirements

a) In Stage 1, each Proposal will pass or fail depending on whether the Proposal is complete and contains all documents, forms and declarations required by Section 3.9 of this RFP.

b) All Proposals must be complete in all respects at the time of submission. If a Proposal would otherwise fail the Stage 1 completeness review as a result of a manifest error or deficiency on a submitted Prescribed Form or the Proposal Security, such as a missing date, name, signature or a typographical error (and not, for certainty, a failure to deliver the Proposal Security as required by Section 3.9 or a failure to submit a Prescribed Form in its entirety that is required by Section 3.9), the PA may, in its Discretion, issue a rectification notice identifying a perceived deficiency and in such case will provide the Proponent a single opportunity to rectify the perceived deficiency and submit the applicable corrected or completed materials within the time period specified by the PA in such notice.

c) If any information material to the evaluation of the Primary Project Configuration is missing from the Proposal and could not or was not remedied under Section 4.1b), as determined in the PA's Discretion, the entire Proposal will be considered incomplete and will be rejected.

d) If any information material to the evaluation of the Alternate Project Configuration is missing from the Proposal and is not material to the evaluation of the Primary Project Configuration and could not or was not remedied under Section 4.1b), as determined in the PA's Discretion, the Proposal will be deemed to have passed Stage 1 with only the Primary Project Configuration eligible for further evaluation.

4.2 Stage 2 – Mandatory Requirements

a) In Stage 2, each Proposal will pass or fail depending on whether, based on the information provided in the Proposal (the Prescribed Form which the Mandatory Requirements information is submitted in is indicated in brackets in italics beside each Mandatory Requirement), the Proposal meets the following mandatory requirements (the **"Mandatory Requirements**"):

(i) the Proponent has provided a Unique Project ID that was issued by the PA confirming receipt of the Proponent's completed Registration Form and Registration Fee for the Project as set out in Section 3.6 [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(ii) the Proponent satisfies the Team Member Experience requirements set out in Section 2.1 [*Prescribed Form: Proponent Information, Declarations, and Workbook]*;

(iii) the Proponent satisfies the Proponent structure requirements set out in Section 2.2 [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(iv) each Project Configuration of the proposed Project meets the Renewable Low-Impact Electricity Generation Project requirements set out in Section 2.3b) [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(v) the Scheduled COD for each Project Configuration of the proposed Project is on or before December 31, 2030, and is supported by a feasible plan and Project timeline [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(vi) the Proposal includes an Energy Rate and Energy Bid for each Project Configuration of the proposed Project as set out in Section 2.5 [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(vii) the Proposal includes a complete and detailed Approvals & Permits Matrix which demonstrates a viable path to obtaining the required approvals and permits for each Project Configuration of the proposed Project as set out in Section 2.6a) [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(viii) the Proposal provides evidence that the requirements for engagement with the general public have been completed as set out in Section 2.7a) [*Prescribed Form: Engagement*];

(ix) an Interconnection Feasibility Study has been completed by the System Operator in respect of the proposed Project as set out in Section 2.8b) and the Proponent has submitted, as part of their Proposal, the completed Interconnection Feasibility Study [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(x) the Proponent is either the registered owner of the Generating Facility Properties or has submitted the requisite confirmation letter(s) from the registered owner(s) of such Properties included in the Project Site as set out in Section 2.9a) [*Prescribed Form: Access Rights and Project Site*];

(xi) the Proponent has submitted as part of their Proposal a resource assessment report as set out in Section 2.10a) [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(xii) the Proponent has submitted as part of their Proposal a Financing Plan that satisfies the requirements set out in Section 2.11 [*Prescribed Form: Financing*];

(xiii) the Proponent has submitted as part of their Proposal a completed Prescribed Form: Environmental Risk as set out in Section 2.12.

(xiv) the Proponent has submitted as part of their Proposal their approach for transportation and logistics that satisfies the requirements set out in Section 2.13a). [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

(xv) the Proponent has submitted as part of their Proposal a description of their approach to cybersecurity as set out in Section 2.14a) [*Prescribed Form: Proponent Information, Declarations, and Workbook*];

b) For greater certainty, the determination of whether such Mandatory Requirements are met will be based on the Proposal materials contained solely in the submission documents as set out in Section 3.9c). Proposals that do not demonstrate the Mandatory Requirements set out in this Section 4.2 are satisfied will not be evaluated further and will be rejected.

4.3 Stage 3 - Scored Criteria

a) All Proposals that have passed Stage 1 and Stage 2 shall have their scored criteria described in Sections 4.3d) - 4.3g) (the "**Scored Criteria**") evaluated by the PA for each valid Project Configuration to determine their associated Project Configuration score (the "**Project Configuration Score**").

(i) The Scored Criteria are designed to ensure that the Proposals for Project Configurations that provide the best value for Nova Scotians, assuming they meet the Mandatory Requirements, will become the Selected Proposals.

(ii) If the PA determines that the submitted Proposals do not provide sufficient value for NSPI's rate payers, the PA reserves the right to reduce the size of the GCP Portfolio Target and/or to issue subsequent RFPs to meet the GCP Portfolio Target, pending guidance from the Minister of the Department of Energy. Furthermore, the PA reserves the right to increase the size of the GCP Portfolio Target if such an increase is in the best interest of Nova Scotia rate payers, pending guidance from the Minister of the Department of Energy.

b) The Scored Criteria will be evaluated based on the information provided in the Proposal (the Prescribed Form which the Scored Criteria is submitted in is indicated in brackets in italics in the description of each Scored Criterion below).

c) There shall be a maximum of one hundred (100) possible Scored Criteria points awarded to any Project Configuration. The Scored Criteria to be used by the PA are as follows:

Scoring Criteria Category		**Maximum Points**	
Energy Rate			**50**
Project Risk and Maturity			**24**
	Resource Assessment	3	
	Financing Plan	4	
	Experience	4	
	Environmental Risk	7	
	Project Site	6	
Engagement			**10**
Social and Economic Benefits			**16**
	Ownership	6	

	Social Programs	5	
	Economic Benefits	5	
Total			**100**

d) Energy Rate

(i) The Energy Rate associated with each Project Configuration that has passed Stage 1 and Stage 2 will be ranked from lowest $ / MWh value to highest $ / MWh value to identify the Project Configuration with the lowest Energy Rate ("**Lowest Energy Rate**").

(ii) Points, to a maximum of fifty (50) points, will be awarded to each Project Configuration based on the following formula:

$$\text{Awarded Energy Rate Points} = \left(1 - \frac{(\text{Energy Rate} - \text{Lowest Energy Rate})}{\text{Lowest Energy Rate}}\right) \times 50$$

(iii) If any Project Configuration's Energy Rate divided by the weighted average (weighted by the Nameplate Capacity of the Project Configuration associated with the Energy Rate) of all ranked Energy Rates is greater than 1.5, such Project Configuration will not be evaluated further and will be rejected.

For example, if Project Configurations A, B, C, and D were the ranked Projects with corresponding Energy Rates / Nameplate Capacities as shown in the table below, the weighted average of Energy Rates would be $70.75/MWh. Project D would be rejected as the ratio of its Energy Rate divided by the weighted average of all ranked Energy Rates would be 1.7 which is greater than 1.5.

Project	Energy Rate $/MWh	Nameplate Capacity MW	Ratio of Energy Rate / Weighted Average of Energy Rates
A	60.00	100	0.8
B	62.00	150	0.9
C	70.00	100	1.0
D	120.00	50	1.7
	Weighted Average of Energy Rates:	70.75	

e) Project Risk and Maturity

(i) Resource Assessment

Proposals that demonstrate their Project's resource assessment exceeds the mandatory requirements set out in Section 2.10 are eligible for three (3) points as described in the table below [*Prescribed Form: Proponent Information, Declarations, and Workbook*].

Scored Criteria Points Available	Resource Assessment
3 points	The resource assessment report produced by the Wind Energy Resource Assessment Professional uses a minimum of two (2) years of Onsite Wind Data that validates the Energy Bid using a minimum probability of exceedance of 50% (P50) from the Nameplate Capacity.

(ii) Financing

Proposals that can demonstrate a reduced risk with respect to financing the Project are eligible for financing points to a maximum of four (4) points as described in the table below [*Prescribed Form: Financing*].

Scored Criteria Points Available	Financing
4 points	The Proposal demonstrates the Proponent or a Control Group Member of the Proponent has the ability to 100% Self-Finance the Total Project Costs for the Primary Project Configuration. OR The Proposal includes a credible approach to raising debt and/or equity which includes Soft Commitments for 100% of the Total Project Costs for the Primary Project Configuration. (net of any Government-Sponsored Funding expected to support the Project).

(iii) Experience

Proposals that demonstrate Designated Team Member experience above the mandatory requirements set out in Section 2.1 are eligible for experience points to a maximum of four (4) points. Each criterion has an associated number of points, as described in the table below, and a Proposal will be awarded points based on which criteria are demonstrated as being met in the Proposal. [*Prescribed Form: Proponent Information, Declarations, and Workbook*].

Scored Criteria Points Available	Experience
3 points	at least one (1) Designated Team Member in each of the Experience Categories has experience with respect to at least three (3) Transmission-Connected onshore wind projects each of at least 50% of the proposed Project's Nameplate Capacity and have achieved commercial operation no more than fifteen (15) years prior to the Proposal Submission Deadline. The Proponent may have more than one (1) Designated Team Member on its Proponent team to satisfy this criterion

	relating to each of the Experience Categories (for instance, if a Designated Team Member does not have experience in all the five categories). For greater certainty, the experience of the Designated Team Member(s) does not need to have been earned with the same Proponent or Control Group Member of the Proponent.
1 point	at least one (1) Designated Team Member in each of the Experience Categories has experience with respect to a Renewable Low-Impact Electricity Generation Facility that has achieved commercial operation in Nova Scotia no more than fifteen (15) years prior to the Proposal Submission Deadline. The Proponent may have more than one (1) Designated Team Member on its Proponent team to satisfy this criterion relating to each of the Experience Categories (for instance, if a Designated Team Member does not have experience in all the five categories). For greater certainty, the experience of the Designated Team Member(s) does not need to have been earned with the same Proponent or Control Group Member of the Proponent.

(iv) Environmental Risk

Proposals will be evaluated on their ability to develop the Project and minimize its impacts on the local and surrounding natural environment, and human health. Environmental risk points, to a maximum of seven (7) points, will be awarded to Proposals based on having demonstrated an Environmental Assessment approval has been obtained for the Project or the responses provided in the Environmental Risk Questionnaire supported by the required accompanying documentation. Points will be awarded to each Project Configuration as described in the table below. [*Prescribed Form: Environmental Risk*].

Scored Criteria Points Available	**Environmental Risk**
7 points	The Project Configuration receives a score of 4.0 on the Environmental Risk Questionnaire OR The Primary Project Configuration has received EA approval with conditions on or before the Proposal Submission Deadline. EA approval must be wholly representative of the Primary Project Configuration being proposed, and applicability will be determined at the PA's Discretion. For the avoidance of doubt, a Proposal in respect of Primary Project Configuration that has received an EA approval with conditions does not require submission of an Environmental Risk Questionnaire.

	NOTE: Any Projects considering submitting an EA application that have not yet gathered all the information in the stated guidelines in the EA Checklists for Wind Projects (see Appendix C) and have not been deemed ready by the EA Branch, should not submit an application to the EA Branch to receive points in this section.
6 points	The Project Configuration receives a score of 3.5 on the Environmental Risk Questionnaire
5 points	The Project Configuration receives a score of 3.0 on the Environmental Risk Questionnaire
4 points	The Project Configuration receives a score of 2.5 on the Environmental Risk Questionnaire.
3 points	The Project Configuration receives a score of 2 on the Environmental Risk Questionnaire.
2 points	The Project Configuration receives a score of 1.5 on the Environmental Risk Questionnaire.
0 points	The Project Configuration receives a score of less than 1.5 on the Environmental Risk Questionnaire.

(v) Project Site

Proposals that demonstrate a reduced risk with respect to the Project Site are eligible for Project Site points to a maximum of six (6) points. Each criterion has an associated number of points, as described in the table below, and a Proposal will be awarded points based on which criteria are demonstrated as being met in the Proposal. [*Prescribed Form: Access Rights and Project Site*].

Scored Criteria Points Available	**Project Site**
2 points	100% of the Project's Interconnection Facilities and access roads can be located on private land and/or can use existing public roads and the Proponent demonstrates that it has successfully secured the right to construct and/or install 100% of the Interconnection Facilities and access roads on private land having obtained: a. an option to lease or purchase; b. a lease; c. ownership; or

	d. evidence that an easement, licence, or other real property rights, approvals, or authorizations have been provided to the satisfaction of the PA; in each case, to grant access to construct and install the Interconnection Facilities and roads within the Project Site in compliance with Laws and Regulations and/or has identified the existing public roads that may be used.
2 points	The Proponent has provided zoning confirmation, through a zoning letter, zoning certificate, or property status report from all applicable municipalities confirming that the PIDs associated with the Generating Facility Properties and Interconnection Facilities are located within municipal zoning areas where large-scale wind energy and turbine development are permitted under As-of-Right Zoning.
1 point	The Project Boundary is not Adjoined to any Protected Land.
1 point	The Proponent has, in the PA's judgement, provided a reasonable approach with respect to transportation and logistics in their Proposal, as set out Section 2.13.

f) Engagement

Proposals that demonstrate a Project's engagement levels exceed the mandatory requirements specified in Section 2.7 and/or have support from local governments and/or groups, including the Mi'kmaq of Nova Scotia, are eligible for engagement points to a maximum of ten (10) points. Each criterion has an associated number of points, as described in the table below, and a Proposal will be awarded points based on which criteria are demonstrated as being met in the Proposal. [*Prescribed Form: Engagement*].

Scored Criteria Points Available	**Engagement**
2 points	The Proposal includes a report summarizing feedback from communities in close proximity to the Project Site which includes examples of how the Proposal has evolved to address feedback received from the general public (as applicable).
1 point	The Proposal demonstrates the Proponent has formed a community liaison committee composed of members of communities in close proximity to the Project Site and includes a terms of reference for the community liaison committee that describes the membership, meeting structure and frequency, and the mandate of such community liaison committee.

0.5 points for each letter of support to a maximum of 4 points	The Proposal includes letters of support from local governments and/or local groups or communities.
3 points	The Proposal demonstrates engagement with the Mi'kmaq of Nova Scotia and includes: a. A summary of engagement activities with Mi'kmaq of Nova Scotia communities in close proximity to the Project Site; b. Evidence of feedback received from the Mi'kmaq of Nova Scotia and if / how the Proponent was reasonably able to implement that feedback in the Project design and/or Proposal. Proponents are expected to inform their engagement with the Mi'kmaq of Nova Scotia based on the approach described in the Proponents' Guide: The Role of Proponents in Crown Consultation with the Mi'kmaq of Nova Scotia (the "**Proponents Guide**"). Specifically, Proponents will be evaluated on their compliance with the "Principles of Engagement" and "Steps for Proponents to Follow When Engaging the Mi'kmaq" described in pages two (2) to four (4) of the Proponents Guide in a robust and meaningful manner that demonstrates their commitment to the recommended steps and principles provided by the Proponents Guide.

g) Social and Economic Benefits

(i) Ownership

Proposals that can demonstrate their Projects have a Mi'kmaq of Nova Scotia Ownership Interest are eligible for ownership points to a maximum of six (6) points. Points will be awarded to the Proposal as described in the table below [*Prescribed Form: Social and Economic Benefits*].

Scored Criteria Points Available	**Ownership**
6 points	The Project has a Mi'kmaq of Nova Scotia Ownership Interest greater than 50%.
4 points	The Project has a Mi'kmaq of Nova Scotia Ownership Interest greater than 40% and less than or equal to 50%.
3 points	The Project has a Mi'kmaq of Nova Scotia Ownership Interest greater than 30% and less than or equal to 40%.

2 points	The Project has a Mi'kmaq of Nova Scotia Ownership Interest greater than 20% and less than or equal to 30%.
1 point	The Project has a Mi'kmaq of Nova Scotia Ownership Interest greater than 0% and less than or equal to 20%.

(ii) Social Programs

Proposals will receive points, to a maximum of five (5) points, as described in the table below, based on their potential for furthering Capacity Building and for establishing a framework for a clearly defined Benefits Agreement for the benefit of local communities in close proximity to the Project Site or that are most likely to be impacted by the Project. In addition, Proposals that include Capacity Building plans or Benefits Agreements that benefit all Nova Scotians will receive additional points [*Prescribed Form: Social and Economic Benefits*].

Scored Criteria Points Available	**Social Programs**
2 points	The Proposal includes a Capacity Building plan that directly benefits communities in close proximity to the proposed Project Site. The Capacity Building plan must include: a. a detailed description of the Capacity Building activities and the beneficiaries; and b. details on the timing, cost, and execution of the Capacity Building plan.
2 points	The Proposal includes evidence of a Benefits Agreement or a clearly defined, mature plan to enter into a Benefits Agreement that directly benefits communities in close proximity to the proposed Project Site.
1 point	The Proposal includes: a. a Capacity Building plan; and b. proof of a Benefits Agreement or a clearly defined, mature plan to enter into a Benefits Agreement, which is for the benefit of all Nova Scotians.

(iii) Economic Benefits

Meaningful engagement by Proponents with Nova Scotian partners is a vital part of economic growth in the region by creating industrial benefits and employment opportunities. Proposals with planned financial commitments with manufacturers, corporations, vendors, contractors, consultants, and service companies in the Province of Nova Scotia (collectively, the "**Nova Scotia Supply Community**") will be to be eligible for economic benefits points, to a

maximum of five (5) points, as described in the table below [*Prescribed Form: Social and Economic Benefits*].

Scored Criteria Points Available	Local Benefits Percentage
5 points	The Local Benefits Percentage is equal to or greater than 50%.
4 points	The Local Benefits Percentage is greater than or equal to 45% and less than 50%.
3.5 points	The Local Benefits Percentage is greater than or equal to 40% and less than 45%.
3 points	The Local Benefits Percentage is greater than or equal to 35% and less than 40%.
2.5 points	The Local Benefits Percentage is greater than or equal to 30% and less than 35%.
2 points	The Local Benefits Percentage is greater than or equal to 25% and less than 30%.
1 points	The Local Benefits Percentage is greater than or equal to 20% and less than 25%.
0 points	The Local Benefits Percentage is less than 20%.

4.4 Stage 4 – Project Configuration Ranking

a) The PA will stack the Project Configurations from all Proposals that have passed Stage 1 and Stage 2 by their Project Configuration Scores determined in Stage 3 (Section 4.3), from the highest Project Configuration Score to the lowest Project Configuration Score.

b) In the event one or more Project Configurations have the same Project Configuration Score, the PA will apply tie-breaker rules in creating the stack as follows:

(i) as the first tiebreaker, Project Configurations with higher Energy Rate scores, awarded as set out in Section 4.3d), will be ranked higher in the stack;

(ii) as the second tiebreaker, in the event of a tie between one or more Project Configurations after the application of the first tiebreaker, Project Configurations with higher Project Risk and Maturity scores, awarded as set out in Section 4.3e), will be ranked higher in the stack;

(iii) as the final tiebreaker, in the event of a tie between one or more Project Configurations after the application of the second tiebreaker, the PA will use the random number generator function in Microsoft Excel (RANDBETWEEN) to apply a random number between 1 and 1000 to such Project Configurations. Project Configurations with higher random numbers applied to them will be ranked higher in the stack.

c) This resultant stack will form the preliminary list of Project Configurations (the "**Preliminary List**").

4.5 Stage 5 - Deliverability Assessment and GCP Portfolio Selection

a) The deliverability in respect of Project Configurations that are included in the Preliminary List will be assessed by IESO Nova Scotia in accordance with the methodology for determining the deliverability status, as outlined in the latest version of the deliverability test methodology document published on the RFP Website (the "**Deliverability Test**"), based on their ranking within the Preliminary List.

b) Each Proponent acknowledges and agrees that the Deliverability Test results are distinct from, and in addition to, any Interconnection System Impact Studies or Interconnection Facilities Studies required pursuant to Laws and Regulations. The Deliverability Test results do not ensure the ability to connect a Project or at any assumed cost.

c) If the Deliverability Test result for a Project Configuration on the Preliminary List is "Deliverable" such Proposal will be selected and added to the "Offer List" in respect of that Project Configuration and the other Project Configuration associated with that Proposal on the Preliminary List, if any, will be removed from the Preliminary List.

d) If the Deliverability Test result for a Project Configuration on the Preliminary List is "Not Deliverable", such Project Configuration will not be processed further and will be removed from the Preliminary List.

e) Project Configurations will only be selected and added to the Offer List until the cumulative total of Energy Bids of selected Project Configurations exceeds the GCP Portfolio Target. For clarity, the Project Configuration, that if selected and added to the Offer List, would cause the cumulative total of Energy Bids of selected Project Configurations on the Offer List to exceed the GCP Portfolio Target would not be selected at this point.

(i) If a Project Configuration to be added to the Offer List has an Energy Bid that, if selected, would cause the cumulative total of Energy Bids of selected Project Configurations to exceed the GCP Portfolio Target, the PA may increase the size of the GCP Portfolio Target, in its Discretion and in accordance with Section 4.3a)(ii), and select such Project Configuration, add it to the Offer List, and end the selection process. If the GCP Portfolio Target is not increased, the selection process will end with no further selections.

f) A Proponent whose Proposal has been selected and included on the Offer List shall be a "**Selected Proponent**" and shall be required to enter into the PPA as described in Section

3.10a) in respect of the applicable Proposal and Project Configuration, and to carry out the provisions of the PPA.

(i) Selected Proponent(s) that fail to enter into a PPA within the timeline set out in Section 3.10a)(iii) in respect of the applicable Proposal(s), may limit theirs, or their Control Group Members', eligibility to participate in future electricity procurements in Nova Scotia.

5. ADDITIONAL TERMS AND CONDITIONS

5.1 General

a) This is an RFP and not a tender call. Neither the PA, the Nova Scotia Government, or NSPI intends or assumes any contractual or other obligations as a result of the issuance of this RFP, the preparation or submission of a Proposal by a Proponent, the receipt, opening, and consideration of a Proposal, the evaluation of Proposals, provision of additional information or conduct of presentations, the Proponent participation in any discussions or negotiations, or any other basis whatsoever arising directly or indirectly out of this RFP.

b) Proponents will bear all costs and expenses in connection with their participation in this RFP. By submitting a Proposal in response to this RFP, a Proponent irrevocably and unconditionally waives any claims against the PA, the Nova Scotia Government, or NSPI relating to the Proponent's costs and expenses associated with participating directly or indirectly in this RFP.

c) A Proponent shall not have any claim against the PA, the Nova Scotia Government, or NSPI for any compensation of any kind whatsoever as a result of participating directly or indirectly in this RFP process, including without limitation to any claim for costs of the Registration Fee, Proposal preparation or participation in negotiations, or for loss of anticipated profits, whether based in contract (including fundamental breach), tort, equity, breach of any duty (including, but not limited to breach of the duty of fairness) or any other cause of action whatsoever. By submitting a Proposal, the Proponent absolutely waives any right or cause of action against the PA, the Nova Scotia Government, or NSPI by reason of the PA's failure to accept the Proposal submitted by the Proponent, whether such right or cause of action arises in contract, negligence or otherwise.

d) Regardless of any other provision in this RFP, or any oral or written representation, promise or warranty provided to the Proponent by the PA (including any of the PA's officers, employees or agents), the PA will not be liable to the Proponent in relation to any matter relating directly or indirectly to this RFP and any breach of this RFP by the PA or otherwise, including without limitation any claims based on the PA's breach of any express or implied warranty, or PA's negligence, intended conduct, omissions, or other wrongdoing.

e) By submitting a Proposal, the Proponent agrees to indemnify the PA, the Nova Scotia Government and NSPI against any liability against any third party in relation to the third party's direct or indirect participation in this RFP, including (without limitation) the third party's submission of a Proposal to the Proponent in reliance on the PA's responsibilities to

the Proponent under this RFP, whether this claim is based on the PA's breach of this RFP, or any express or implied warranty, or based on PA's negligence, intended conduct, omissions, or other wrongdoing.

f) For the purpose of determining time of receipt of any submission, the clock at the prescribed location for submission shall govern.

g) The onus remains solely with the Proponent to deliver submissions as specified in this RFP by the relevant deadline.

5.2 Assignment and Change of Control

a) A Proponent shall not assign its Proposal to another Person (including by way of amalgamation or by operation of law). After the Proposal Submission Deadline and until the date whereby each Selected Proponent has executed the PPA, a Proponent may not, directly or indirectly, be the subject of a change of Control (including by way of amalgamation or by operation of law), unless:

(i) the Proponent has received the prior written consent of the PA, which consent may be withheld at the PA's sole Discretion; or

(ii) The Proponent is, or is Controlled by, a company that is listed on a recognized stock exchange (a "**Public Company**") and

(A) there is a change of Control of the required Proponent as a result of the trading of shares of such Public Company;

(B) the Proponent notifies the PA within ten (10) Business Days following such change of Control having effect; and

(C) the Proponent satisfies all reasonable requests from the PA to provide additional information in connection with the change of Control, including the names of the Persons who Control or otherwise indirectly or directly have an ownership interest in the Proponent, following such change of Control.

Failure to comply with this provision may result in disqualification of such Proponent from the RFP process.

5.3 Compliance

a) If, in the Discretion of the PA, a Proposal does not comply with the requirements set out in this RFP, the PA may, without liability, cost or penalty, disqualify the Proposal and the Proposal shall not be given any further consideration. For purposes of this RFP, "comply" means that the Proposal conforms to the requirements of this RFP without Material Deviation.

b) For the purpose of clarity, each Proponent acknowledges and agrees that the PA's evaluation of compliance with this RFP is not an evaluation of absolute compliance and that the PA may waive failures to comply that, in the PA's Discretion, do not constitute a Material Deviation.

5.4 Return of Proposal Security

a) For each Proponent whose Proposal does not pass any of the stages set out in Section 4 of this RFP, the applicable Proposal Security will be returned to the address provided on the Proposal Submission Label within ten (10) Business Days of the Proponent being notified by the PA that their Proposal did not pass any of the stages set out in Section 4 of this RFP or that their Proposal was otherwise rejected.

b) For each Selected Proposal, the Selected Proponent will be required to provide Completion and Performance Security for the purposes of the PPA. The applicable Proposal Security will be returned to the Proponent to the address provided on the Proposal Submission Label within ten (10) Business Days of the execution of the PPA and NSPI's receipt of the Completion and Performance Security.

5.5 Verification

All statements, information and documentation submitted as part of the RFP process are subject to verification in accordance with the terms of this RFP. If such statements, information, or documentation are determined by the PA to be incorrect or misleading, the PA reserves the right to re-evaluate the Proponent compliance with this RFP and to revise the RFP submission's status, and, in the PA sole Discretion, disqualify the Proponent, thereafter.

5.6 Governing Law

This RFP shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Each Proponent submits to the exclusive jurisdiction of the courts of the Province of Nova Scotia situated in Halifax.

5.7 Reserved Rights

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

a) publish a list of prospective Proponents who have Registered for the RFP on the RFP Website;

b) accept or reject any Proposal in whole or in part whether or not completed properly and whether or not it contains all necessary information and whether or not it is otherwise compliant;

c) verify with any Proponent, including the Selected Proponent, or with any third party, any information set out in a Proposal in accordance with Section 5.5;

d) disqualify a Proponent that submits a Proposal that contains misrepresentations or any other inaccurate or misleading information;

e) disqualify any Proponent or the submission of any such party who has engaged in conduct prohibited by this RFP;

f) make changes to this RFP or the form of PPA (subject to receiving any required regulatory approval), including substantial changes, without any liability whatsoever to Proponents, provided that those changes are issued by way of Addenda in the manner set out in this RFP;

g) waive any informality or irregularity in a Proposal at its Discretion or to otherwise exercise its Discretion with respect to a Proposal or a Proponent's compliance with this RFP whether in form or substance;

h) reject all Proposals in the event that no Proposal demonstrates acceptable value for Nova Scotia electricity customers;

i) cancel all or any part of this RFP at any time and for any reason or to suspend this RFP in whole or in part for any reason for such period as the PA shall determine in its Discretion, in each case without any obligation or any reimbursement to the Proponents; and

j) request written clarification or the submission of supplementary written information from any Proponent and incorporate the response to that request for clarification into that party's submission;

k) meet with some or all Proponents to discuss aspects of their submissions;

l) contact any party providing financing, including obtaining information on such party whether directly from the party or a third party; or

m) if only one Proposal is received, elect to accept or reject it.

These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances, and the PA shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent, or any third party resulting from the PA exercising any of its express or implied rights under this RFP.

By submitting a Proposal, the Proponent authorizes the collection by the PA of the information set out under Sections 5.7c), 5.7j), and 5.7l) above.

5.8 Interpretation

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

(i) the body of this RFP and all Appendices;

(ii) any Addenda; and

(iii) all Prescribed Forms.

b) Any conflict or inconsistency between this RFP, the Prescribed Forms, the Appendices, or Addenda, if any, shall be resolved by interpreting the documents and information in the following order from highest priority to lowest priority:

(i) Addenda;

(ii) Appendix B - PPA;

(iii) the body of this RFP;

(iv) Appendix A – Glossary of Terms;

(v) other Appendices to this RFP; and

(vi) Prescribed Forms.

c) All other information and materials are provided for information purposes only, do not form part of this RFP.

d) In the event of any conflict or inconsistency between the terms of this RFP and the Proposal, this RFP shall govern over the Proposal to the extent of any conflict or inconsistency.

e) Unless otherwise specified, all references to money amounts are to Canadian dollars and cents and shall be rounded to the nearest cent.

f) Where the PA may take an action or make a determination under this RFP, the decision to take such action or make such determination shall be at the PA's sole and absolute Discretion.

g) Headings of Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this RFP. A reference to "Section" means Sections of this RFP, unless otherwise specified.

h) Despite the fact that this RFP was drafted by the PA's legal and other professional advisors, Proponents acknowledge and agree that any doubt or ambiguity in the meaning, application or enforceability of any term or provision in this RFP shall not be construed against the PA or in favour of the Proponent when interpreting such term or provision, by virtue of such fact.

i) Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

j) If any provision of this RFP or its application to any party or circumstance is restricted, prohibited, or unenforceable, the provision shall be ineffective only to the extent of the

restriction, prohibition, or unenforceability without invalidating the remaining provisions of this RFP and without affecting its application to the other party or circumstances.

k) A reference to a statute includes all regulations and rules made pursuant to the statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements, or supersedes any such statute, regulation or rule.

l) Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

Appendix A – Glossary of Terms

Capitalized terms used in this RFP but not otherwise defined in this have the meanings given to them in the PPA.

Term	Definition
Act	has the meaning given to that term in Section 1.1c).
Addenda	means the documents expressly identified as addenda and issued by the PA to Proponents in accordance with this RFP and "Addendum" means any one of such documents.
Adjoined	means shares a direct boundary.
Affiliate	has the meaning given to that term in the PPA.
Alternate Project Configuration	has the meaning given to that term in Section 3.9a)(i).
Ancillary Services	has the meaning given to that term in the PPA.
Appendix or Appendices	means the Appendix or Appendices that form part of this RFP.
APT	means Atlantic Prevailing Time which is either Atlantic Standard Time (AST) or Atlantic Daylight Time (ADT) depending on the date the time is in reference to.
As-of-Right Zoning	means zoning that permits specified uses or development within a zone and provides for compliance with all applicable requirements of the land use by-law, such that development may be approved through the issuance of a development permit without the need for a rezoning, development agreement, or other discretionary planning approval.
Benefits Agreement	means a legally binding agreement negotiated between a Proponent and a beneficiary that is susceptible to suffer adverse impacts from a project, to participate in the benefits of resource development.
Board	has the meaning given to that term in the PPA.
Business Day	has the meaning given to that term in the PPA.
Capacity Building	means the process of strengthening or developing future renewable energy and grid modernization projects in an organization or community, including by building knowledge and skills, advancing research, and increasing access to Renewable Low-Impact Electricity. Capacity Building initiatives may include, but are not limited to: • training, curriculum development and knowledge tools; • workshops and engagement activities;

	• peer-to-peer networks; and • mentoring, apprenticeships, and targeted trainings.
Capital Cost	has the meaning given to that term in the PPA.
CIB	has the meaning given to that term in the Section 1.5a).
Commencement Date	has the meaning given to that term in the PPA.
Conflict of Interest	means, without limitation, any situation or circumstance where, in relation to this 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 PA or the Government of Nova Scotia and that is not available to other Proponents; ii. having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP; iii. receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP; iv. communicating with any official or representative of the PA or the Government of Nova Scotia with a view to influencing preferred treatment in this RFP process; or v. engaging in conduct (including breach of Non-Collusion Requirements) that compromises or could be seen to compromise the integrity of the open and fair RFP process and tend to render that process non- competitive and unfair.
Constructing	means prior demonstrable experience in undertaking or overseeing the building, erecting, constructing, installing, testing, start-up and commissioning of an Electricity resource.
Control	has the meaning given to that term in the PPA.
Control Group Member	means, in respect of any Proponent, an entity that: (a) Controls the Proponent, or (b) is Controlled by the Proponent, or (c) is Controlled by the same entity that Controls the Proponent.
Crown	means His Majesty the King in Right of the Province of Nova Scotia or His Majesty the King in Right of Canada.
DBRS	means Dominion Bond Rating Service Limited.

Delivery Point	has the meaning given to that term in the PPA.
Designated Team Member	means an individual who is either a director, officer or an employee of the Proponent or a Control Group Member of the Proponent.
Developing	means prior demonstrable experience in engaging in community and municipal consultations, obtaining site access, obtaining regulatory and environmental approvals and other permits necessary for construction of an Electricity resource, and where the Crown had a duty to consult obligation in the jurisdiction where the prior experience was obtained, undertaking the procedural aspects of consultation with Indigenous communities that are required to support the Crown's duty to consult obligations.
Discretion	means the sole and absolute discretion of the PA.
DoE	means the Nova Scotia Department of Energy.
Energy	has the meaning given to that term in the PPA.
Energy Bid	has the meaning given to that term in Section 2.5a)(ii).
Energy Rate	has the meaning given to that term in Section 2.5a)(i).
Energy Resource Interconnection Service	has the meaning given to that term in the Generator Interconnection Agreement.
Environmental Assessment or EA	has the meaning set out in the Environment Act (Nova Scotia).
Expansion	means the addition of Generation Equipment to an existing Generating Facility (in commercial operation no later than the RFP Effective Date) that: a. has not commenced construction or installation prior to the RFP Effective Date; b. is not intended to replace or refresh any Generation Equipment that operates at the existing Generating Facility; c. generates energy output, that will be separately metered, in addition to the energy output of other Generation Equipment that operates or operated or is contracted for at the existing Generating Facility; d. does not include any of the energy generation capacity available from the existing Generating Facility; and e. has a design life equal to or greater than the Agreement Term.
Experience Categories	has the meaning given to that term in Section 2.1b).
Facility	has the meaning given to that term in Section 2.3.

File Transfer Site	has the meaning given to that term in Section 3.6c).
Financing	means prior demonstrable experience arranging non-recourse project financing, bank financing, or on-balance sheet financing sufficient to commence construction.
Financing Plan	has the meaning given to that term in Section 2.11a).
GCP	has the meaning given to that term in Section 1.1a).
GCP Customers	has the meaning given to that term in Section 1.1a).
GCP Portfolio Target	has the meaning given to that term in Section 1.2.
GCP Regulations	has the meaning given to that term in Section 1.1c).
Generating Facility	has the meaning given to that term in the PPA.
Generating Facility Properties	has the meaning given to that term in Section 2.9a).
Generator Interconnection Agreement	has the meaning given to that term in the PPA.
Generator Interconnection Procedures	has the meaning given to that term in the PPA.
Generation Equipment	means the equipment that is required to generate electrical current, and without limiting the generality of the foregoing, includes turbines and inverters.
Government Agency	has the meaning given to that term in the PPA.
Government-Sponsored Funding	means either debt or grant funds that can be obtained from a Government Agency for the purpose of developing or constructing the Project.
Green Choice Program	has the meaning given to that term in the PPA.
Investment Grade Credit Rating	means a minimum credit rating of (i) BBB– with S&P, (ii) Baa3 with Moody's, (iii) BBB low with DBRS, or (iv) BBB- with Fitch IBCA, if applicable.
Interconnection Facilities	has the meaning given to that term in the PPA.
Interconnection Facilities Study	has the meaning given to that term in the Generator Interconnection Agreement.
Interconnection Feasibility Study	has the meaning given to that term in the Generator Interconnection Agreement.

Interconnection Feasibility Study Submission Deadline	has the meaning given to that term in Section 3.3a).
Interconnection System Impact Study	has the meaning given to that term in the PPA.
Interconnection Request	has the meaning given to that term in the PPA.
Laws and Regulations	has the meaning given to that term in the PPA.
Letter of Credit	has the meaning given to that term in the PPA.
Load Serving Entity	has the meaning given to that term in the Generator Interconnection Agreement.
Local Benefits Percentage	has the meaning given to that term in the Prescribed Form: Social and Economic Benefits.
Major Equipment	means the equipment other than Generation Equipment and Interconnection Facilities that is necessary to deliver the energy output, including step-up transformers, switchgears, relays, and protection devices.
Mandatory Requirements	has the meaning given to that term in Section 4.2.
Material Deviation	means a deviation from the Proponent's obligations contained in this RFP that, in the Discretion of the PA: i. affects such party's or PA's obligations or rights in any material way; ii. affects the obligations or rights of other Proponents under this RFP; or iii. results in a failure to satisfy a material component of any requirement set out in this RFP.
Mi'kmaq	has the meaning given to that term in the PPA.
Mi'kmaq of Nova Scotia Holding Vehicle	means a Person, other than a natural Person, where the Mi'kmaq of Nova Scotia Ownership Interest in such Person is held, directly or indirectly, solely by one or more Mi'kmaq of Nova Scotia communities.
Mi'kmaq of Nova Scotia Ownership Interest	means the Participating Interest by one or more Mi'kmaq of Nova Scotia communities in the Project or the Proponent.
Moody's	means Moody's Investors Services Inc.

Nameplate Capacity	means the rated, continuous load-carrying capability, expressed in MW, of the Facility to generate and deliver Energy to the Delivery Point at a given time.
New-Build	means a Generating Facility proposed as a Project that is not an Expansion or an existing Generating Facility (in commercial operation no later than the RFP Effective Date), and may include the construction of a Generating Facility on the site of a previously operating renewable or non-renewable Generating Facility if: a. all Generation Equipment is new; b. all other equipment, including Major Equipment, facilities, and physical infrastructure are new or substantially new; and c. such Generating Facility has a design life equal to or greater than the PPA Term.
Non-Collusion Requirements	means requirements that a Proponent under this RFP: a. not coordinate its Proposal with any other Proponent; b. keep and will continue to keep its Proposal confidential until the conclusion of the RFP and selection of the Selected Proposal(s), if any; c. ensure that no member of the Proponent has entered into any agreement or arrangement with any member of another Proponent which may affect the Proposal submitted by the Proponent or the other Proponent; and d. not engage in any activity or communication that results in a Conflict of Interest, collusion or a violation of any of the civil or criminal provisions of the Competition Act RSC, 1985, c C-34, as amended from time to time.
Nova Scotia Supply Community	has the meaning given to that term in Section 4.3g)(iii).
NSPI	means Nova Scotia Power Incorporated.
Onsite Wind Data	means wind resource data that is collected either: a. at the Project Site; or b. in close proximity to the Project Site and is deemed by the Wind Energy Resource Assessment Professional as sufficiently representative of the wind resource at the Project Site.
Operating	means prior demonstrable experience operating, monitoring, maintaining, inspecting and repairing an Electricity resource.
PA or Procurement Administrator	has the meaning given to that term in the PPA.
Period of Irrevocability	has the meaning given to that term in Section 3.9f)(i).

Person	has the meaning given to that term in the PPA.
PID	means the Parcel Identification Number of the parcel of land.
Planning	means prior demonstrable experience preparing, designing, scheduling, engineering and procurement of materials and equipment for an Electricity resource.
Point of Interconnection	has the meaning set out in the Generator Interconnection Agreement.
PPA	has the meaning given to that term in Section 1.2c).
PPA Receipt Date	has the meaning given to that term in Section 3.10a)(ii).
PPA Term	has the meaning given to that term in Section 1.2c).
Prescribed Forms	means, in relation to a form, the latest version available on the RFP Website of the corresponding form referred to and incorporated in this RFP, as may be amended or replaced by the PA from time to time and without notice to the Proponent.
Primary Project Configuration	has the meaning given to that term in Section 3.9a).
Project Boundary	means the collection of various boundaries surrounding the footprints of land disturbed for the construction and development of the Generating Facility and the Interconnection Facilities up until the Point of Interconnection which shall consist of the polygons surrounding the land required for the Generating Facility (including Generation Equipment such as turbines and inverters and Major Equipment (such as step-up transformers, switchgears, relays, and protection devices)); Interconnection Facilities; and access roads.
Project	has the meaning given to that term in the PPA.
Project Configuration	means either the Primary Project Configuration or the Alternate Project Configuration.
Project Configuration Score	has the meaning given to that term in Section 4.3a).
Project Risk and Maturity Score	means in respect of a Project Configuration, the sum of its score for the Scored Criteria categories of Resource Assessment, Financing, Experience, Environmental Risk, and Project Site.
Project Site	means the real property on, over, in or under which the Project is, or is to be, situated, as such property is described in the Proposal.

Property	means a parcel or lot of real property as identified by a Parcel Identification Number or, in the absence thereof, by another legal description by lot and/or parcel number or similar legal description or by other appropriate description using metes and bounds or GPS coordinates. In the case of provincial Crown land, Property means real property identified by GPS co-ordinates of the Property.
Proponent	means the Person that has submitted a Proposal.
Proponent's Guide	has the meaning given to that term in Section 4.3f).
Proposal	has the meaning given to that term in Section 3.9b).
Proposal Security	means one or more irrevocable and unconditional standby letters of credit issued by a financial institution listed in either Schedule I of the *Bank Act*, SC 1991, c 46, as amended from time to time, 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 Morningstar, or (iv) A- with Fitch IBCA, in substantially the form attached as Appendix G - Form of Irrevocable and Unconditional Standby Letter of Credit of this RFP or in a form acceptable to the PA, acting reasonably.
Proposal Submission Deadline	has the meaning given to that term in Section 3.3a).
Proposal Submission Label	has the meaning given to that term in Section 3.9d)(vi).
Protected Land	has the meaning given to that term in the PPA.
Public Company	has the meaning given to that term in Section 5.2a)(ii).
Public Utility	has the meaning set out in the in the Act.
Qualifying Renewable Low-Impact Electricity Generation Facility	means a generation facility that generates Renewable Low-Impact Electricity using an Energy Source of onshore wind with a Nameplate Capacity of at least 20 MW that has achieved commercial operation no more than fifteen (15) years prior to the Proposal Submission Deadline.
Question and Comment Deadline	has the meaning given to that term in Section 3.3a).
Registered	means a Proponent that has been issued a Unique Project ID by the PA after submitting a Registration Fee and Registration Form in accordance with Section 3.6.
Registration Deadline	has the meaning given to that term in Section 3.3a).
Registration Fee	has the meaning given to that term in Section 3.6a).

Registration Form	means the Prescribed Form: Registration Form.
Related Person	means a. any Person that, individually or with any other Person(s), Controls or is Controlled by the Proponent, or b. any Person that, with the Proponent, is Controlled by a third Person or Persons.
Renewable Electricity Regulations	has the meaning given to that term in Section 1.1c).
Renewable Low-Impact Electricity	has the meaning set out in the Renewable Electricity Regulations.
Renewable Low-Impact Electricity Generation Facility	has the meaning set out in the Renewable Electricity Regulations.
Restricted Party	means a Person who had, or currently has, participation or involvement in: a. any processes in connection with the RFP on behalf of the PA or the Government of Nova Scotia; or b. the design, planning, development, implementation, or evaluation of the RFP for the PA or the Government of Nova Scotia; or any other relationship with the PA or the Government of Nova Scotia related to the RFP; and who, as a result, and in the opinion of the PA: c. has a Conflict of Interest or creates the perception of a Conflict of Interest in relation to the RFP; or may provide a material unfair advantage to any Proponent or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents.
RFP	has the meaning given to that term in Section 1.1c).
RFP Effective Date	has the meaning given to that term in Section 3.3a).
RFP Email Address	has the meaning given to that term in Section 3.4a).
RFP Website	has the meaning given to that term in Section 3.2b)(i).
S&P	means Standard and Poor's Rating Services.
Schedule	has the meaning given to that term in Section 3.3a).
Scheduled COD	has the meaning given to that term in Section 2.4a).
Scored Criteria	has the meaning given to that term in Section 4.3a).
Selected Proponent	has the meaning given to that term in Section 4.3f).

Selected Proposal	means the Proposal submitted by the Selected Proponent.
Self-Financing	has the meaning given to that term in the Prescribed Form: Financing.
Soft Commitments	has the meaning given to that term in the Prescribed Form: Financing.
SREPs	has the meaning given to that term in Section 1.5a).
Supplier	has the meaning given to that term in the GCP Regulations.
System Operator	has the meaning given to that term in the PPA.
Tangible Net Worth	means in respect of a Proponent or a Control Group Member of the Proponent, at the time the Proponent submits a Proposal and without duplication, an amount determined in accordance with GAAP (or IFRS, if the equity provider has adopted such standard), and calculated as (a) the aggregate book value of all assets, minus (b) the aggregate book value of all liabilities, minus (c) the sum of any amounts shown on accounts of patents, patent applications, service marks, industrial designs, copyrights, trademarks and trade names, and licenses, prepaid assets, goodwill and all other intangibles.
Tariffs	has the meaning given to that term in the PPA.
Team Member Experience	has the meaning given to that term in Section 2.1a).
Total Project Costs	means a Proponent's estimated costs of developing and constructing the Project to be raised by a combination of debt and equity.
Transmission-Connected	means an onshore wind facility that has its point of interconnection to an electricity system at a voltage of 69 kV or above.
Transmission Owner	has the meaning set out in the Generator Interconnection Agreement.
Transmission Provider	has the meaning set out in the Generator Interconnection Agreement.
Transmission System	means the Nova Scotia energy transmission system operated by the System Operator.
Transmission System Interconnection Requirements or TSIR	has the meaning given to that term in the PPA.

Ultimate Controlling Parent	means, in respect of any reference Person other than a natural person, a Person that controls such reference Person and that is not itself Controlled by any other Person.
Unique Project ID	means the unique reference number assigned to a Proponent who has Registered by the PA as set out in Section3.6.
Wind Energy Resource Assessment Professional	means a qualified, third-party expert (e.g. meteorologist, professional engineer) with a minimum of five (5) years of experience performing wind energy resource assessments for projects in North America.
Zone	means the zone, as described in the transmission zone map in Appendix E - Transmission Zone Map / Zone Definitions, assigned to a Project on the basis of the location of the Point of Interconnection.

Appendix B - PPA

The PPA available on the RFP Website is incorporated in this Appendix B - PPA by reference.

Appendix C – Proponent Resources

Any questions or comments directly regarding a publicly available resource should be directed to the appropriate publishing party.

Topic	RFP Section	Resource
Legislation and Regulations related to GCP	1.1	• the Act • the Renewable Electricity Regulations • the GCP Regulations • Prescribed Generation Facilities and Energy-Storage Projects Regulations
Proponent Structure	2.2c)	• Nova Scotia Registry of Joint Stock Companies
Project Site	2.3b)(v)	• Crown land • Old Growth Forest Policy • Wilderness Areas Protection Act ○ Highlighting Section 17(1)(c), 17(2)(d), 17(2)(g), and 17(2)(h)
Interconnection	2.8	• Generation Interconnection Procedures
Engagement	2.7	• Best Practices for Indigenous & Public Engagement (published by CanREA) • Proponents' Guide: Engagement with the Mi'kmaq of Nova Scotia • Mi'kmaq Ecological Knowledge Study Protocol
Confidentiality and Privacy	3.12	• Freedom of Information and Protection of Privacy Act • Personal Information International Disclosure Protection Act
Environmental Questionnaire	2.12	• Environmental Assessments • EA Checklists (Class 1, Supplemental – Wind) • Environmental Assessment Projects Dashboard • Business Relationship Managers (help guide Proponents through the environmental regulatory process) • Provincial Landscape Viewer • Protected Areas Interactive Map • Endangered Species Act of Nova Scotia — and regulations • Significant habitat data relative to endangered species from the Atlantic Canada Conservation Data Centre • The Ecological Land Classification Guide for Nova Scotia • Information from the Canadian Wildlife Service on Wind Turbines and Birds: A Guidance Document for Environmental Assessment as well as Recommended Protocols for Monitoring Impact of Wind Turbines on Birds • A map of Important Bird Areas for Maritimes • Federal Critical Habitat Dataset

		• Federal Recovery Strategies • Provincial Recovery Plans • Health Canada
Transportation and Logistics	2.13	• Special Move Permits • Self-Serve Online Permit Service • Project Permits • Weight and Dimension of Vehicle Regulations • Spring Weight Restrictions • Routing and Transporting Support: 24-hour Operations Contact Center at 1-844-696-7737 or via email at dpw-occ@novascotia.ca.
Economic Benefits	4.3g)(iii)	• Nova Scotia Wind Supply Chain Directory

Appendix D – Transportation Permit Guidance

Overview of Process for Routing and Transportation of Turbines to Project Site:

1. Proponents engage with turbine manufacturers to gather quotes for the RFP.
2. Selected Proponents engage with turbine manufacturers for supply agreements. A turbine feasibility study and logistics analysis identifying the following information is required for any special move permits:
    a. Timeline
    b. Port landing
    c. Route to site
    d. Height of all components
    e. Weight of all components
    f. Length of all components
    g. Width of all components
    h. Configuration - Distribution of weight of components across axles on transport truck and weight of truck.
3. An analysis of proposed routes is conducted based on the above information submitted to identify and potential route challenges for weights and dimensions of turbine components.

Guidance

Special Move Permits and /or Exceptional Move Permits are required for any over dimension transport of goods or materials on Nova Scotia's public roads. The weight restrictions vary, and Proponents should review Weight and Dimension of Vehicle Regulations for more information or contact Service Nova Scotia.

Spring weight restrictions will apply to all Special Move Permits unless road sections are spring weight exempt, such as the Nova Scotia 100 series highways. Spring weight restrictions can be expected between March and May but as timelines may differ, please visit the website for more information.

Special Move Permits will only be processed when all information is available. Submission of 'ghost' permits seeking information will not be processed. Reviews of routes will be done using information provided above as part of a Special Project Permit for Wind Turbine projects.

Many sections of Nova Scotia's highway infrastructure are not well suited for the exceptional weights and dimensions associated with the new, larger turbine sizes. Each structure that is proposed to be navigated with turbine components must be analyzed to ensure it can safely accommodate the proposed transport vehicle and turbine components.

Special moves requiring permits vary depending on the type of road, configuration, load dimensions and weights. Proposed moves exceeding these dimensions are considered exceptional moves and must proceed through this review to determine if they can be safely permitted, with or without investments or amendments to existing infrastructure or are unable to be accommodated.

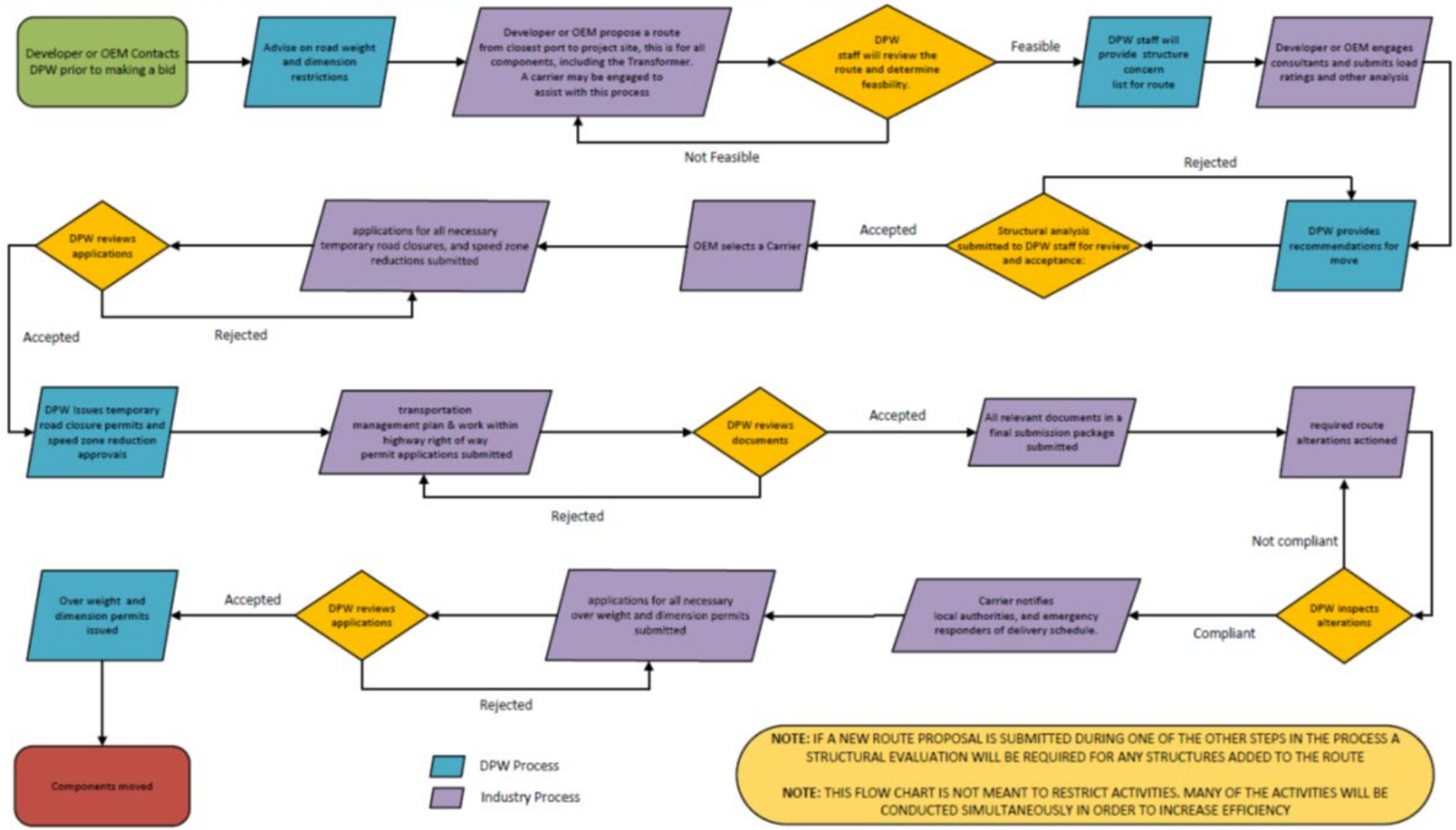
Additionally, for further information regarding routing and transporting on NS Department of Public Works's roads or bridges please contact our 24-hour Operations Contact Center at 1-844-696-7737 or via email at dpw-occ@novascotia.ca and they will assign to the appropriate DPW staff for follow up.

These considerations should be part of your discussion with turbine manufactures as you decide on potential turbine models and quotes for your bid submission.

It is recommended that timing and insights from a preliminary analysis of transport to proposed project site that include the information contained in overview item #2 are beneficial when considering turbines for selection in your bid.

(**see additional guidance from the Nova Scotia Department of Public Works in process flowchart on following page**)

DPW Wind Turbine Component Movement Project Process

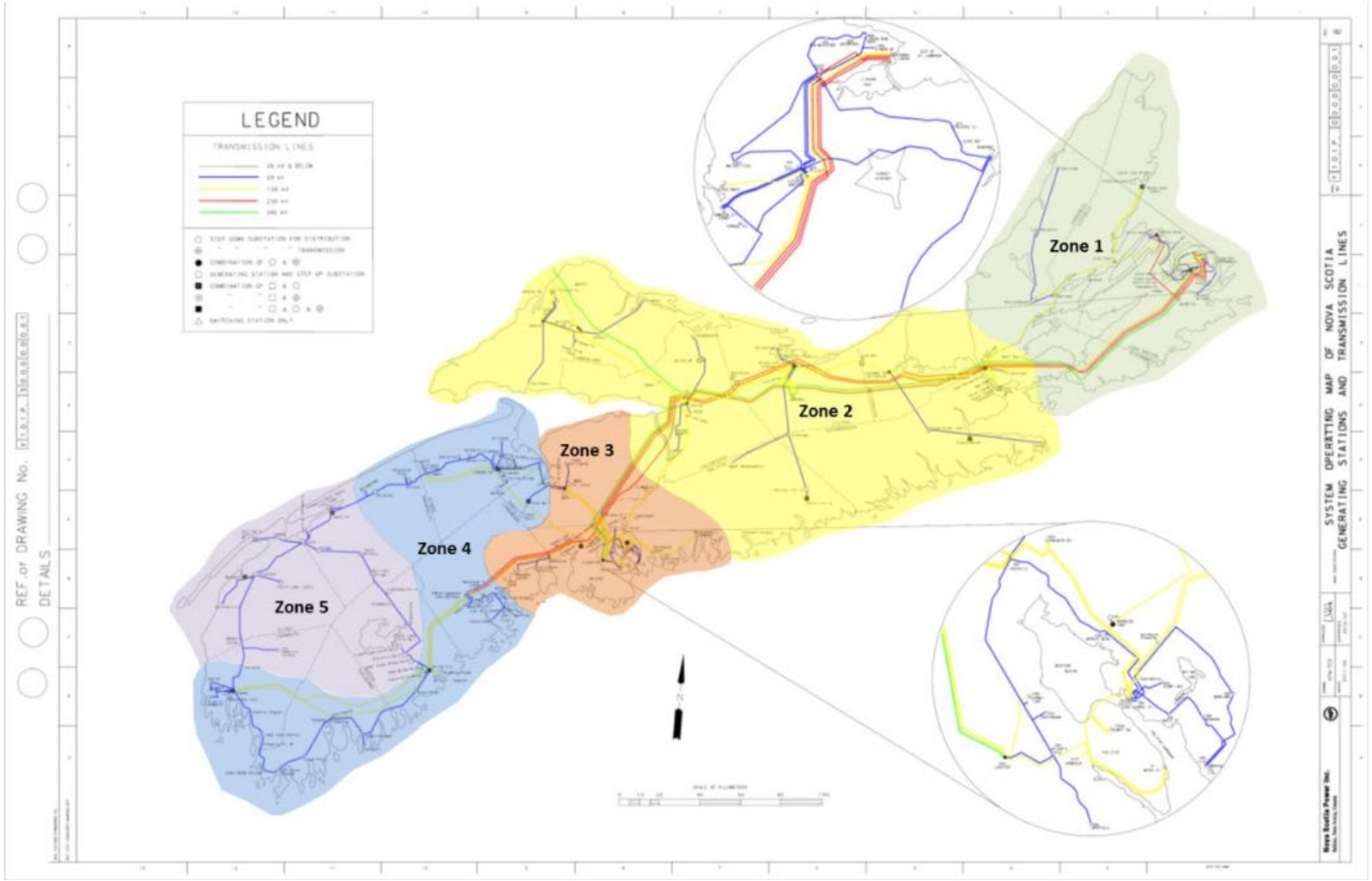


NOTE: IF A NEW ROUTE PROPOSAL IS SUBMITTED DURING ONE OF THE OTHER STEPS IN THE PROCESS A STRUCTURAL EVALUATION WILL BE REQUIRED FOR ANY STRUCTURES ADDED TO THE ROUTE

NOTE: THIS FLOW CHART IS NOT MEANT TO RESTRICT ACTIVITIES. MANY OF THE ACTIVITIES WILL BE CONDUCTED SIMULTANEOUSLY IN ORDER TO INCREASE EFFICIENCY

Appendix E - Transmission Zone Map / Zone Definitions

(Transmission Zone Map below is provided for illustrative purposes only. Refer to the Definition of Zones table on the following page for Zone definitions by circuits.)



DEFINITION OF ZONES

69 kV Line	Zone
L-5003	3
L-5004	3
L-5010	3
L-5011	3
L-5012	3
L-5014	3
L-5015	3
L-5016	3,4
L-5017	4
L-5019	4
L-5020	4
L-5021	4
L-5022	4
L-5023	4
L-5024	4
L-5025	4
L-5026	4,5
L-5027	4
L-5028	2
L-5029	2
L-5030	2
L-5031	3
L-5032	3
L-5033	4
L-5035	4
L-5036	4
L-5037	3
L-5039	3
L-5040	2
L-5041	3
L-5042	3

69 kV Line	Zone
L-5044	4
L-5046	4
L-5047	4
L-5048	4
L-5049	3
L-5050	5
L-5053	4
L-5054	5
L-5055	5
L-5056	5
L-5057	5
L-5058	2
L-5500	2
L-5501	2
L-5502	2
L-5505	1
L-5506	2
L-5508	2
L-5510	2
L-5511	2
L-5512	2
L-5521	3
L-5524	2
L-5527	2
L-5530	4
L-5531	5
L-5532	5
L-5533	5
L-5534	4
L-5535	4,5

69 kV Line	Zone
L-5536	4
L-5537	4
L-5538	5
L-5539	4
L-5540	4
L-5541	4,5
L-5544	5
L-5545	4
L-5546	4
L-5547	4
L-5548	2
L-5549	2
L-5550	2
L-5551	4
L-5555	1
L-5559	1
L-5560	1
L-5561	1
L-5563	1
L-5564	1
L-5565	1
L-5569	1
L-5571	1
L-5572	1
L-5573	1
L-5575	1
L-5576	1
L-5579	1
L-5580	1
L-5581	5

138 kV Line	Zone
L-6001	2,3
L-6002	3,4
L-6003	3
L-6004	3,4
L-6005	3
L-6006	4
L-6007	3
L-6008	3
L-6009	3
L-6010	3
L-6011	3
L-6012	3,4
L-6013	4
L-6014	3
L-6015	4
L-6016	3
L-6020	4
L-6021	4
L-6024	4
L-6025	4
L-6033	3
L-6035	3
L-6038	3
L-6040	3
L-6042	3
L-6043	3
L-6047	4
L-6048	4
L-6050	3
L-6051	3
L-6052	4

138 kV Line	Zone
L-6053	4
L-6054	4
L-6503	2
L-6507	2
L-6508	2
L-6510	1
L-6511	2
L-6512	1
L-6513	2
L-6514	2
L-6515	2
L-6516	1,2
L-6517	2
L-6518	2
L-6521	2
L-6523	2
L-6527	3
L-6531	4
L-6533	1
L-6534	1
L-6535	2
L-6536	2
L-6537	1,2
L-6538	1
L-6539	1
L-6543	2
L-6545	1
L-6548	2
L-6549	1
L-6551	2
L-6552	2
L-6555	2
L-6556	2
L-6613	2

230 kV Line	Zone
L-7001	2,3
L-7002	2,3
L-7003	2
L-7004	2
L-7005	2
L-7008	3
L-7009	3
L-7011	1,2
L-7012	1,2
L-7014	1
L-7015	1
L-7018	2,3
L-7019	2
L-7021	1
L-7022	1
L-7024	2
L-7026	2
L-7027	2

345 kV Line	Zone
L-8001	2
L-8002	2,3
L-8003	2
L-8004	1,2
L-8006	2

A Proponent may seek clarification as to which Zone is applicable to their Project upon request by emailing IESO Nova Scotia at interconnect@ieso-ns.ca.

Appendix F - List of Governing Bodies and Agencies

Province of Nova Scotia

- Department of Natural Resources
- Department of Fisheries and Aquaculture
- Department of Agriculture
- Department of Environment and Climate Change
- Department of Public Works
- Department of Municipal Affairs and Housing
- Department of Service Nova Scotia and Internal Services
- Department of Health and Wellness
- Department of L'nu Affairs
- Department of Communities, Culture, Tourism, and Heritage
- Nova Scotia Energy Board
- Nova Scotia Museum

Government of Canada

- Environment and Climate Change Canada
- Impact Assessment Agency of Canada
- Fisheries and Oceans Canada
- Transport Canada

Municipal Governments

- Requirements from municipal governments (including relevant by-laws) vary across municipalities. Proponents are expected to understand the specific by-laws of the relevant municipality relating to, among other things, Renewable Low-Impact Electricity Generating Facility development, noise, and municipal planning, including by-laws governing separation distances from habitable buildings (e.g., minimum distances from a proposed turbine).

Appendix G - Form of Irrevocable and Unconditional Standby Letter of Credit

DATE OF ISSUE:	[●]
APPLICANT:	[●]
BENEFICIARY:	Minister of the Nova Scotia Department of Finance and Treasury Board and its permitted assigns (the "**Beneficiary**") 12th Floor, Joseph Howe Building 1690 Hollis Street Halifax, NS B3J 1X2
AMOUNT:	[●]
EXPIRY DATE:	[●]
EXPIRY TIME:	5:oo pm AST
EXPIRY PLACE:	Counters of the issuing financial institution in Halifax, Nova Scotia
CREDIT RATING:	**[Insert credit rating only if the issuer is not a financial institution listed in either Schedule I or II of the Bank Act]**
TYPE:	Irrevocable and Unconditional Standby Letter of Credit Number: [●] (the "**Credit**") (Note: Replace all bold terms and [●] symbols as appropriate.)

The Credit is issued in connection with the Beneficiary's Request for Proposals dated **[<insert RFP Effective Date>]**, as amended, to solicit renewable low-impact electricity supply from new-build or expansion facilities in Nova Scotia (the "**RFP**") and the Proposal bearing Unique Project ID [●] submitted by the Applicant in response thereto (the "**Proposal**").

We hereby irrevocably and unconditionally authorize the Beneficiary to draw on **[Issuing Bank Name/Address]**, in respect of the Credit, for the account of the Applicant, up to an aggregate amount of $● (● Canadian Dollars), such amount to be paid at sight, without protest or notification, without further inquiry or requiring any further proof or conditions, free of all imposts, taxes, duties, charges, fees, withholdings and/or deductions whatsoever, and without any set-off or counterclaim, available at sight accompanied by the Beneficiary's signed certificate presented substantially in the form of draw demand attached hereto as Exhibit A (which forms an integral part of the Credit).

Partial drawings are permitted.

We engage with you that all drafts drawn under and in compliance with the terms of the Credit will be duly honoured, if presented at the counters of [**Issuing Bank Name/Halifax Address]** at or before 5:00 pm AST on or before **[Expiry Date]**, as extended. Payment shall be made against any conforming presentation under the Credit by the Beneficiary notwithstanding any dispute, objection or contrary notice from the Applicant or any other person.

The rights of the Beneficiary under the Credit are transferable in their entirety (but not in part), and more than once, to any permitted assign of the Beneficiary, upon delivery to us of the Beneficiary's signed request for transfer, substantially in the form of the certificate attached hereto as Exhibit B (the "Transfer Certificate"), together with the original of the Credit and all amendments thereto, if any, and subject to compliance with applicable law. Upon receipt of the Transfer Certificate, the original standby letter of credit and all amendments, if any, we shall forthwith transfer the rights and obligations of the Beneficiary to the transferee (the "Transferee") specified in the Transfer

Certificate by amendment (the "Transfer Amendment") hereto subject to compliance with applicable law. The Transfer Amendment will be forwarded to the Transferee.

All costs and charges relating to the Credit are for the account of the Applicant.

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 and construed in accordance with the laws of the Province of Nova Scotia and applicable Canadian federal law, other than any conflict of law provision of the law of the Province of Nova Scotia that would require the application of the laws of any other jurisdiction, and the parties hereby irrevocably agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Nova Scotia.

[Issuing Bank Name]

By: _____

By: _____

Exhibit A
Form of Draw Demand

To:
[Issuing Bank Name]
[Issuing Bank Address]

From:
Minister of the Nova Scotia Department of Finance
and Treasury Board
12th Floor, Joseph Howe Building
1690 Hollis Street
Halifax, NS
B3J 1X2

Subject: Demand under Irrevocable and Unconditional Standby Letter of Credit Number: [●] issued on [●] by [**Issuing Bank Name**].

To Whom It May Concern,

This is a demand drawn under irrevocable and unconditional Standby Letter of Credit No. [●] (the "**Credit**") issued by [**Issuing Bank Name/Address**] (the "**Bank**") dated [**Issue Date**] on the instructions of [**Applicant Name**] (the "**Applicant**"). The undersigned is a duly authorized representative of the Beneficiary with respect to the Credit. We hereby demand payment of, and request that you pay to us at sight upon receipt of this demand, the amount of $[●] (● Canadian Dollars).

We hereby certify and declare that the Applicant, whose Proposal pursuant to the RFP (as such terms are defined in the Credit) has been selected and accepted by the Beneficiary, **[has made a material misrepresentation in the Proposal]** or **[has failed, within twenty (20) Business Days of the date on which the Applicant was given the Power Purchase Agreement to sign, to execute and deliver the Power Purchase Agreement or to deliver the required Completion and Performance Security to the Beneficiary]**, and therefore the Beneficiary is entitled to draw upon the Credit in the amount of this demand.

[NOTE TO BENEFICIARY: DELETE THE BRACKETED STATEMENT ABOVE THAT IS NOT APPLICABLE.]

Minister of the Nova Scotia
Department of Finance and
Treasury Board

Per: _____
Name:
Title:

Exhibit B
Form of Transfer Certificate

Date: _____

To:
[Issuing Bank Name]
[Issuing Bank Address]

Re: Irrevocable and Unconditional Standby Letter of Credit Number: [●]

For value received, the undersigned Beneficiary, hereby irrevocably requests you to transfer the above-referenced Irrevocable and Unconditional Standby Letter of Credit (the "**Credit**") in favour of:

[Transferee Name]
[Transferee Address]

We hereby waive all of our rights as Beneficiary under the Credit and enclose herewith the original Standby Letter of Credit together with all amendments thereto which have been accepted by us.

Please forward the above requested transfer amendment and all future amendments, correspondence and notifications under the Credit to the Transferee designated above to the attention of: [**Name**]

Yours truly,

[**PRESENT BENEFICIARY NAME**]

Per: _____
Name:
Title:
Date:

Appendix H - Proposal Submission Label

Green Choice Program Procurement RFP II

Name of Proponent:

Unique Project ID:

Address:

Contact:

Phone No:

Email:

Power Advisory LLC, c/o Cox & Palmer
Nova Centre - South Tower, Suite 1500
1625 Grafton Street, Halifax, Nova Scotia B3J 0E8
Attention: Green Choice Program Procurement RFP II