

# BECOME A PARTNER

IN THE UPPER CLUTHA'S FUTURE ENERGY SYSTEM



## REGISTER YOUR INTEREST NOW!

AURORA ENERGY IS CALLING FOR EXPRESSIONS OF INTEREST TO PROVIDE FLEXIBILITY SOLUTIONS IN **THE UPPER CLUTHA AREA**.

IF YOU, OR YOUR ORGANISATION, HAVE ACCESS TO DISTRIBUTED ENERGY RESOURCES, HAVE FLEXIBLE DEMAND, DISTRIBUTED GENERATION OR INNOVATIVE SOLUTIONS THAT COULD BE USED TO HELP MANAGE DEMAND, AND VOLTAGE CONSTRAINT TO DEFER OR AVOID INVESTMENTS, WE'D LOVE TO HEAR FROM YOU.



Upper Clutha is a fast-growing area on our network and, as part of reviewing how we can continue to meet growth in a cost-effective, sustainable way, we are now looking for flexibility suppliers who are keen to be involved.

Registering your interest is the first part of a two-stage process. This first stage is a pre-qualification process, which allows Aurora Energy to understand your capabilities for the provision of flexible solutions. Those who meet Aurora Energy's requirements will progress to the second stage and be invited to submit a formal proposal to provide flexibility services.

If you would like to know more about the stages of Aurora Energy's open call process for flexibility solutions, or are keen to understand the definitions of the various roles and functions under a Flexibility Solutions Market, please go to [www.auroraenergy.co.nz/flexibility-solutions](http://www.auroraenergy.co.nz/flexibility-solutions)

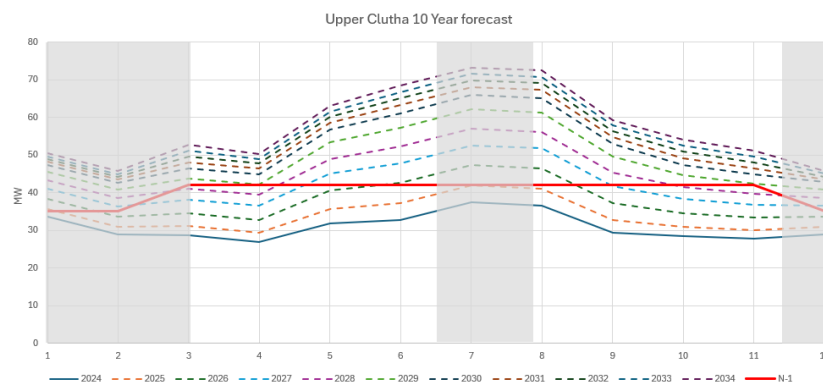
IF YOU'RE READY TO REGISTER YOUR INTEREST, CHECK OUT WHAT'S REQUIRED IN THIS SUPPORTING OPEN-CALL REGISTRATION DOCUMENT, AND HEAD ALONG TO [WWW.AURORAENERGY.CO.NZ/FLEXIBILITY-SOLUTIONS](http://WWW.AURORAENERGY.CO.NZ/FLEXIBILITY-SOLUTIONS) TO COMPLETE YOUR ONLINE REGISTRATION!

# THE UPPER CLUTHA AREA

## WHY WE'RE SEEKING FLEXIBILITY SOLUTIONS AND WHAT'S REQUIRED

The Upper Clutha area has been consistently growing on our network. As part of investigating options to reduce peak demand through cost-effective solutions for customers, we are looking for Flexibility Service Providers to work with us to offer flexible solutions as alternatives to defer or avoid:

1. Upgrading the two 66kV Upper Clutha subtransmission lines
2. Installing the additional capacity at Wānaka substation
3. Constructing a new substation at Luggate area which is supplied by the Wānaka and Queensberry substations
4. Installing a new transformer at Camp Hill substation which supplies Hāwea and Hāwea Flat
5. Installing a new transformer and switchgear at Lindis Crossing substation which supplies Tarras and Bendigo



Projected peak demand forecasts for Upper Clutha

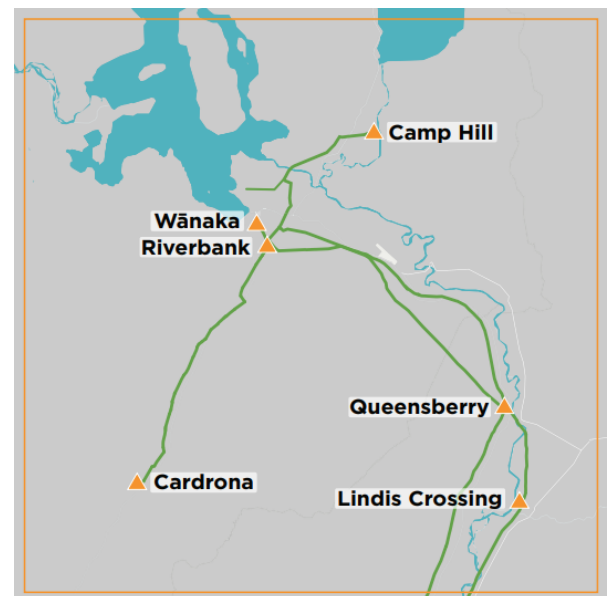
The Upper Clutha subtransmission circuits supply our Lindis Crossing, Queensberry, Cardrona, Wānaka and Camp Hill substations. The flexibility solutions in each service area of the substations will collectively support the subtransmission during the following constraint periods:

- Upper Clutha subtransmission and Wānaka and Riverbank substations during peak demand in winter, particularly the July school holidays.
- Upper Clutha subtransmission and Camp Hill and Lindis Crossing substations during summer periods.

Flexibility solutions could allow us to defer network upgrades by two, to more than five years.

If contracted by Aurora Energy to provide flexibility solutions, you'll need to respond to Aurora Energy's requirements to reduce demand or provide voltage support.

In the Expression of Interest process, Aurora Energy will seek to understand your capability against its requirements. Firm service levels will be outlined during the formal proposal process and are dependent on the capability of the Flexibility Service Providers and the type of flexibility solution provided.



Aurora Energy's Upper Clutha sub-network and flexibility solutions boundary

## RESPOND TO EVENT & URGENT INSTRUCTIONS

- ▶ Aurora Energy will send an advance event notification to the Flexibility Service Providers when an event is projected to occur. The Service Provider must ensure its contracted capacity and/or storage is ready for dispatch. An event, or an event day, means demand is approaching the secure capacity limit or voltage support will be needed.
- ▶ When an event is triggered, Aurora Energy will send event instructions to Service Providers to dispatch the required output. The number and duration of these dispatches will depend on the Service Provider's system capabilities or Aurora Energy's network needs.
- ▶ Urgent instructions are treated like event instructions, but without prior notification. These would be issued for any unplanned outages or Transpower Grid Emergency.

## PROVIDE A COMMUNICATIONS INTERFACE

- ▶ If contracted by Aurora Energy, you will need to provide and operate a suitable communications interface.
- ▶ The interface will need to show visibility into the status of your flexibility resources and their available capacity and/or storage.
- ▶ It must be able to receive event notifications, event instructions or urgent instructions. The communications interface should be widely used in the industry and is not bespoke.
- ▶ The interface will need to provide analogue data as needed for operation.
- ▶ You may be required to provide other interfaces and data, dependent on the type of flexibility solutions.
- ▶ It is envisaged the selected supplier will work with Aurora Energy to establish operational requirements of the interface/s.

## EXAMPLES OF FLEXIBILITY RESOURCES

Please note, flexibility is not limited to these resources or systems, and we welcome all suggested solutions as part of your registration of interest.



- Distributed generation able to reliably inject support on request
- Battery systems able to reliably provide support on request
- Commercial and industrial businesses able to reliably reduce demand on request
- Dairy and irrigation load that can be reduced at peak times



### **Aggregated small-scale**

- Owned or aggregated by a Flexibility Service Provider
- Residential or commercial battery systems able to respond on request to discharge and charge
- Smart electric vehicle chargers that can respond to a request to reduce or shift charging demand
- Smart electric vehicle to grid or home that can respond on request to discharge and charge
- Electric heating and/or cooling load that can be reduced on request
- Other small-scale systems that can be aggregated to respond on request
- Irrigation system that can be aggregated
- Managed demand profile
- Flexible demand (demand that can be reduced or shift to another time)

These small-scale systems must be aggregated from residential customers and/or businesses. The Flexibility Service Provider may be a specialist aggregator company, a retailer, or an agent with capability as an aggregator acting for similar businesses such as schools, grocery retailers, electric vehicle chargers etc.

## THE PROCESS FOR REGISTRATIONS OF INTEREST

1. Registrations will be evaluated by Aurora Energy to determine those that meet initial requirements, and a shortlist of Respondents will be established
2. A Request for Proposal (RFP) will be issued to shortlisted Respondents
3. Respondents submit Proposals based on the Requirements
4. Aurora Energy evaluates the Proposals
5. Negotiation and due diligence stages will be undertaken with Respondents
6. Recommendations developed and approved, and agreements confirmed. The contract term will be negotiated, non-exclusive, with annual reviews to assess performance against agreed firm service levels.

### **FOR THOSE SHORTLISTED**

A Respondent shall be notified in writing by Aurora Energy if it has been shortlisted.

Making the shortlist does not constitute an acceptance by Aurora Energy of the Respondent's response, nor imply or create any obligation on Aurora Energy to award an agreement to that Respondent.

Aurora Energy may at any time, without being liable to the Respondent, cease discussions with any Respondent and not proceed with an RFP or any other procurement process.

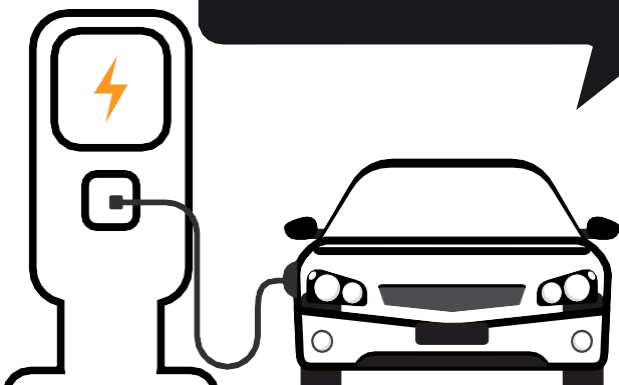
### **FOR THOSE UNSUCCESSFUL**

A Respondent shall be notified by Aurora Energy within 30 working days if it is not shortlisted to proceed to the next stage.

Aurora Energy will provide feedback as to why the Respondent was not shortlisted, so the Respondent is aware for future Open Call processes. The Respondent is also welcome to address any requirements not met and re-register if the Open Call is still open.

**GET INVOLVED!**

**REGISTER YOUR INTEREST NOW AT**  
**[AURORAENERGY.CO.NZ/FLEXIBILITY-SOLUTIONS](https://auroraenergy.co.nz/flexibility-solutions)**





# GENERAL CONDITIONS OF EXPRESSION OF INTEREST (EOI)

## NO CONTRACT OR LEGAL RELATIONS

This EOI is solely a request for information. It does not constitute a contract, offer to enter into a contractual relationship or give rise to any binding legal obligations on Aurora Energy.

Aurora Energy reserves the right to:

- Cancel, alter or postpone this EOI at any time
- To decide not to shortlist any or all respondents
- Not to proceed with any subsequent process at the completion of this EOI.

As far as permitted by law, Aurora Energy is free to deal with responses and respondents as it considers necessary or appropriate at the time. Aurora Energy is not required to disclose its dealings to respondents or provide an opportunity for respondents to comment, except to the extent specifically required by this EOI. All respondents agree that:

- No legal or other obligations shall arise between a respondent and Aurora Energy in relation to this EOI or the process, conduct or outcome of the EOI
- This EOI, and any response to it, does not create any form of process contract between Aurora Energy and any respondent, potential respondent or other party, or a right for any respondent (including a shortlisted respondent) to participate in any subsequent process carried out at the completion of this EOI.

## ACCEPTANCE OF EOI GENERAL TERMS AND CONDITIONS

By submitting a response, the respondent accepts and agrees to be bound by all the terms and conditions specified in this EOI.

## CONFIDENTIALITY OF THIS EOI

This EOI, and the information, notices, comments and documents (electronic and paper) supplied at any time by Aurora Energy (either itself or through its consultants or advisors) in connection with this EOI, is confidential. Aurora Energy retains all ownership and other rights (including intellectual property) in the information it provides to the respondent. Respondents must:

- Not use the information provided by Aurora Energy for any purpose other than preparing a response to this EOI
- Treat this EOI and any such information as strictly confidential and not release or disclose any of the information to any other person (other than your employees or professional advisors for the purpose of preparing your response) without the prior written consent of Aurora Energy.

A respondent must not make any public statement in relation to this EOI or the awarding of any subsequent contract without the prior permission of Aurora Energy. The obligations of confidentiality in this section are ongoing and will continue indefinitely.

## ACCURACY OF INFORMATION

Aurora Energy believes that the information contained in, or provided in connection with, this EOI is correct at the time it is issued. While Aurora Energy endeavours to supply correct information, it does not provide any warranty as to the accuracy or completeness of information supplied with this EOI. Any reliance on the information provided by Aurora Energy is solely at the respondent's risk.

Aurora Energy reserves the right to expand, amend, alter, correct and/or clarify any information at any time. Those submitting a response will be deemed to have:

- Examined this EOI and any notice to respondents or other information supplied by Aurora Energy in writing (if any)
- Made its own enquiries and applied its own judgment in deciding whether or how to submit their response
- Considered all the risks, contingencies and other circumstances that may have an effect on their response
- Satisfied themselves as to the correctness and sufficiency of their response.

## RESPONSE COMPLETENESS AND ACCURACY

The respondent warrants that the information they provide to Aurora Energy, including information contained in any response, is complete and accurate and not misleading in all material respects, and that material details have not been withheld. The respondent also warrants that the information they provide to Aurora Energy (including in any response) and the use of such information by Aurora Energy for the purposes of this EOI (including the evaluation of the response and the negotiation and implementation of any contract) will not breach any third-party intellectual property rights.

## NON-CONFORMING RESPONSES

Responses that:

- Are not submitted in the format required
- Do not include, in the form required, all the information required to be included
- Are submitted late
- Do not comply with, or conform to, this EOI in any other way

Will be deemed Non-conforming Responses.

Any Non-conforming Responses received by Aurora Energy may be rejected or evaluated during evaluation at the sole discretion of Aurora Energy. Aurora Energy encourages respondents to seek clarification or explanation from Aurora Energy if required on any points to enable it to submit a conforming response.

## AMBIGUITIES OR INCONSISTENCIES

Where any respondent identifies an ambiguity or inconsistency in this EOI, the respondent must bring that ambiguity or inconsistency to Aurora Energy's attention by completing and returning the Request for Explanation Form attached at the end of this EOI to the Aurora Energy contact email. If Aurora Energy considers there is an ambiguity or inconsistency in this EOI, it may issue a Notice to Respondents to all respondents at its sole discretion.

## VARIATIONS OF THIS EOI

Aurora Energy reserves the right, at its sole and absolute discretion, to modify and/or amend this EOI, at any time prior to the closing date. Any such modifications and/or amendments made will be issued as a 'Notice to Respondents'.

If the modification(s) or amendment(s) to the EOI specified in the Notice to Respondents is of such a nature that it could reasonably be expected to have a material impact on a response that has already been submitted by a respondent, the respondent will be given the opportunity to submit to Aurora Energy any modification(s) and/or amendment(s) that is necessary to its response.

## NOTICE TO RESPONDENTS

Any Notice to Respondents will be issued to all recipients of this EOI. A Notice to Respondents that is issued by Aurora Energy and sent to all respondents will, upon issue, become part of the EOI. Aurora Energy is not liable to any respondent who fails to become aware of any Notice to Respondents, which has been published or distributed in the same manner as the original EOI.

Aurora Energy may, at its discretion, respond to the Respondent alone or publish the response in a Notice to Respondents. Aurora Energy will not publish or divulge material which indicates a particular Respondent's commercial approach. The source of each Request for Explanation will be kept confidential.

## EVALUATION

Aurora Energy reserves the right to weight any assessment and selection criteria in accordance with its own priorities at the time. Aurora Energy is not bound to accept any response and will have absolute discretion to apply whatever evaluation criteria it considers appropriate to prepare a shortlist of potential respondents (if applicable).

## OWNERSHIP OF RESPONSES

All responses become the property of Aurora Energy upon submission, and do not have to be kept, destroyed or returned to the Respondent. Aurora Energy may use the information contained in a response as it sees fit, subject to the above obligations of confidentiality.

## CONFLICTS OF INTEREST

Respondents are to disclose and advise Aurora Energy of any facts or circumstances which may give rise to any conflict of interest arising from the interests or duties of the respondent or its employees, officers, shareholders or directors in relation to this EOI or are relevant to their response.

## AURORA ENERGY'S RESERVED RIGHTS

Aurora Energy reserves the right to:

- Suspend, postpone or cancel this EOI at any time prior to the closing date or to re-advertise for EOI responses
- Make any change to this EOI and any associated documents
- Accept, reject or refuse any response (in whole or in part) and/or not to invite any respondent to participate in any subsequent process following completion of this EOI process
- Exclude any person from this EOI or any part of this EOI process for any reason
- Not to proceed with any subsequent process following the completion of this EOI and not contract for all or any of services on which this EOI is seeking information
- Treat any response as valid notwithstanding that it does not strictly comply with this EOI and/or rectify any errors in, or omissions from, any responses;
- Waive any irregularities or informalities in the EOI process; and
- Seek clarification or undertake further inquiries concerning any response, including by contracting third parties
- Apply any weighting or other judgement process to information provided in response to this EOI
- Provide to, or withhold from, any respondent (or other person) questions and answers to questions arising through this EOI process
- Restrict the supply of, or access to, any of Aurora Energy's personnel, information or property
- Meet with, enter into discussions with one, or more than one, respondent (or any other person) at any time and upon any terms and conditions
- Not to draw up a shortlist of respondents
- Do any other act or thing that it sees fit in relation to this EOI

In each case, with or without notice to all or any respondents, and with or without having or giving any reason.

## NO LIABILITY

Except for a breach of its confidentiality obligations above, Aurora Energy will not be liable for any direct or indirect damage, loss or cost (including legal costs and response preparation costs) to any respondent or other person in relation to this EOI and/or preparing any response to this EOI, including, to avoid doubt, where Aurora Energy exercises any of its reserved rights above.

## COSTS

Respondents and potential respondents must bear all of the costs of preparing and submitting a response, regardless of whether Aurora Energy alters, postpones or cancels this EOI or does not proceed with any subsequent process after the completion of this EOI, including all costs relating to any:

- Requests for information (including additional information) or clarification by Aurora Energy; and/or
- Discussions and/or meetings with Aurora Energy (if applicable).

## NO COLLUSION

Collusion between respondents is strictly prohibited and may result in the respondent being excluded or disqualified from further participation in this EOI at Aurora Energy's discretion. By submitting a Response, Respondents acknowledge that they have not and shall not engage in any practices that gives one party an improper advantage over another, and/or engage in any unfair and unethical practices, in particular any collusion, secret commissions or such other improper practices.

## GOVERNING LAW

This EOI is governed by the law of New Zealand, and the New Zealand courts have exclusive jurisdiction as to all matters relating to this EOI.

## AURORA ENERGY

PO Box 5140  
Dunedin 9054

0800 220 005

f @auroraenergynz  
a auroraenergynz

www.auroraenergy.co.nz

