



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada

See herein for bid submission  
instructions/

Voir la présente pour les  
instructions sur la présentation  
d'une soumission

NA

Alberta

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right  
of Canada, in accordance with the terms and conditions  
set out herein, referred to herein or attached hereto, the  
goods, services, and construction listed herein and on any  
attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la  
Reine du chef du Canada, aux conditions énoncées ou  
incluses par référence dans la présente et aux annexes  
ci-jointes, les biens, services et construction énumérés  
ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada/Travaux  
publics et Services gouvernementaux Canada

Harry Hays Building (HHB)

Room 759, 220-4th Avenue SE

Calgary

Alberta

T2G 4X3

<b>Title - Sujet</b> Renewable Energy Certificates	
<b>Solicitation No. - N° de l'invitation</b> EP959-211948/A	<b>Date</b> 2021-01-06
<b>Client Reference No. - N° de référence du client</b> EP959-211948	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-142-7166	
<b>File No. - N° de dossier</b> CAL-0-43121 (142)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Standard Time MST <b>on - le 2021-02-16</b> Heure Normale des Rocheuses HNR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Blake, Luke J.	<b>Buyer Id - Id de l'acheteur</b> cal142
<b>Telephone No. - N° de téléphone</b> (403) 613-0725 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA NATIONAL CAPITAL AREA (OTTAWA) PHASE III, PLACE DU PORTAGE 11 LAURIER STREET GATINEAU Quebec K1A0S5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment, the Electronic Payment Instruments, the Renewable Energy Certificates Supply Clauses (RECSC), Federal Contractors Program for Employment Equity - Certification and any other annexes.

### **1.2 Summary**

- 1.2.1** Public Works and Government Services Canada (PWGSC), on behalf of the Government of Canada, requires the provision of Renewable Energy Certificates (RECs) of up to 128,000 MWh per year for a term of twenty (20) years. Given the deregulated nature of the Alberta market, Canada is anticipating interest from Generators located within the Province of Alberta. Solutions proposed in other provinces will be considered so long as they meet all of the mandatory criteria specified herein.

PWGSC has set-aside a portion of this overall requirement (5 percent of the total, or 6,400 MWh) under the federal Procurement Strategy for Aboriginal Business (PSAB). This set-aside is described within the Request for Proposals (RFP) for solicitation number EP959-211993/A. Eligibility for the set-aside portion of the requirement will be limited to Aboriginal businesses which qualify under the PSAB.

- 1.2.2** The Federal Contractors Program (FCP) for employment equity applies to this procurement; refer to Part 5 - Certifications and Additional Information, Part 7 - Resulting Contract Clauses and the annex titled Federal Contractors Program for Employment Equity - Certification.
- 1.2.3** This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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### **1.3 Phased Bid Compliance Process**

The Phased Bid Compliance Process applies to this requirement.

### **1.4 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 180 days

### 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

#### PWGSC Western Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca](mailto:roreceptionSoumissions.wrbidreceiving@tpsgc-pwgsc.gc.ca)

**Note:** Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fourteen (14) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least fourteen (14) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.6 Bidders Conference**

An optional bidders' conference will be held on Microsoft Teams on 15 January, 2021. The conference will begin at 13:00 MST. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders must communicate with the Contracting Authority no later than 14 January, 2021 to confirm attendance and provide the name(s) of the person(s) who will attend. A website link will then be provided that will give access to the virtual meeting as well as instructions on how to connect.

Any clarifications or changes to the bid solicitation resulting from the bidders' conference will be included as an amendment to the bid solicitation. Bidders who do not attend will not be precluded from submitting a bid.

## **2.7 Bid Challenge and Recourse Mechanisms**

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's Buy and Sell website, under the heading "Bid Challenge and Recourse Mechanisms" contains information on potential complaint bodies such as:

- Office of the Procurement Ombudsman (OPO)
- Canadian International Trade Tribunal (CITT)

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- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.



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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

#### **Section I: Technical Bid**

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

#### **Section II: Financial Bid**

**3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex B.

#### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada and Carmal Energy Advisors Inc. will evaluate the bids.
- (c) Canada will use the Phased Bid Compliance Process described below.

#### **4.1.1 Phased Bid Compliance Process**

##### **4.1.1.1 General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2020-05-28) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation

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period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.1.2 Phase I: Financial Bid**

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.1.3 Phase II: Technical Bid**

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.1.4 Phase III: Final Evaluation of the Bid**

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

#### **4.1.2 Technical Evaluation**

Mandatory technical evaluation criteria are included in Appendix 2 to Annex A.

##### **4.1.2.1 Mandatory Technical Criteria**

The Phased Bid Compliance Process will apply to all mandatory technical criteria.

##### **4.1.2.2 Project Schedule - Bid**

1. As part of its technical bid, the Bidder must provide a project schedule as per Appendix 6 to Annex A.
2. The Bidder's schedule must address the stated target dates for each of the following significant events:
  - a. Receipt of provincial utilities commission permit, required no later than three (3) months after contract award (contract award is anticipated for May 27, 2021);
  - b. Target Commercial Operation Date (COD) of December 31, 2022.

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3. Bids not meeting or surpassing the target dates identified in Item 2 above may be declared non-responsive.

#### **4.1.3 Financial Evaluation**

##### **4.1.2.1 Mandatory Financial Criteria**

*SACC Manual* Clause A0220T (2014-06-26), Evaluation of Price – Bid

##### **4.1.2.2 Point-Rated Financial Criteria**

Point-rated financial criteria (Indigenous participation criteria) are included in Annex B.

#### **4.2 Basis of Selection**

##### **4.2.1 Basis of Selection - Lowest-Adjusted REC Price**

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
2. Bids not meeting (a) or (b) will be declared non-responsive. The responsive bid that receives the lowest-adjusted price will be recommended for award of a contract.

The selection process is further detailed within Annex B.

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## PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.

#### 5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid list at the time of contract award.

Solicitation No. - N° de l'invitation  
EP959-211948/A  
Client Ref. No. - N° de réf. du client  
EP959-211948

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-0-43121

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.



## PART 6 - FINANCIAL AND OTHER REQUIREMENTS

### 6.1 Financial Capability

*SACC Manual* clause A9033T (2012-07-16), Financial Capability

### 6.2 Bid Financial Security

#### 6.2.1 SACC Manual Clauses

*SACC Manual* clause E0003T (2014-09-25), Security Deposit - Bid and Contract Financial Security Required

*SACC Manual* clause E0008T (2018-06-21), Security Deposit Definition - Bid

#### 6.2.2 Bid Financial Security

1. Bidders must provide bid financial security consisting of:

A bid bond form PWGSC-TPSGC 504, which must be accepted as security by one of the bonding companies listed in Treasury Board Contracting Policy, Appendix L, Acceptable Bonding Companies.

2. The amount of the bond must represent ten (10) percent of the bid price, up to a maximum of \$2,000,000.00.
3. Bidders who provide a security deposit as bid financial security must submit their bid under seal (does not apply in Quebec).
4. A bid bond may be submitted in an electronic or digital format if it meets the following criteria:
  - a. The version submitted by the Bidder must be verifiable by Canada with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
  - b. The version submitted must be viewable, printable and storable in standard electronic file formats compatible with Canada, and in a single file, allowable format pdf.
  - c. Verification of the bond may be conducted by Canada immediately or at any time during the life of the Bond and at the sole discretion of Canada.
  - d. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Item 4.a.
5. Bonds failing the verification process will NOT be considered to be valid.
6. Bonds passing the verification process will be treated as original and authentic.

The "bid price" for the purposes of determining the required amount of the bond, is to be calculated using the following formula:

*Bidder's REC price x bidder's annual maximum number of RECs offered x 20 years*

The figures used for this calculation must be consistent with those the Bidder has provided in Annex B: Basis of Payment.

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## PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 7.1 Requirement

The Contractor must provide Renewable Energy Certificates (RECs) in accordance with the Requirement at Annex A.

#### 7.1.1 Purchase of Excess Volume of RECs

Should the Contractor generate a volume of RECs that is in excess of the contracted volume, the Parties may mutually agree to allow for the purchase of the excess volume of RECs at the rate stated in the Contract for up to 25% of the total contract value. The agreement to purchase excess capacity may only be exercised by the Contracting Authority after the parties agree to a firm quantity of excess RECs and will be evidenced, for administrative purposes only, through a contract amendment.

### 7.2 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 7.2.1 General Conditions

2030 (2020-05-28), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

### 7.3 Security Requirements

7.3.1 There is no security requirement applicable to the Contract.

### 7.4 Term of Contract

#### 7.4.1 Period of the Contract

The period of the Contract is from date of Contract to December 31, 2042.

#### 7.4.2 Project Schedule - Contract

1. The Contractor's schedule highlights and addresses the specific mandatory achievement dates for the events listed below.
  - a. Receipt of provincial utilities commission permit, required no later than three (3) months after contract award (contract award is anticipated for May 27, 2021);
  - b. Target Commercial Operation Date (COD) of December 31, 2022.

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## 7.5 Authorities

### 7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Luke Blake  
Title: A/Procurement Team Leader  
Public Works and Government Services  
Procurement Branch

Telephone: (403) 613-0725  
E-mail address: luke.blake@tpsgc-pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### 7.5.2 Project Authority

The Project Authority for the Contract is:

*(to be provided at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 7.5.3 Contractor's Representative

*(To be provided by bidder)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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## 7.6 Payment

### 7.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex B for a cost of \$\_\_\_\_(to be determined)\_\_\_\_/REC. Customs duties are excluded and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 7.7 Certifications and Additional Information

### 7.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

### 7.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 7.8 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Alberta.

## 7.9 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of the Agreement;
- (b) the general conditions 2030 (2020-05-28), General Conditions - Higher Complexity - Goods;
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Renewable Energy Certificate Supply Clauses;
- (f) the Contractor's bid dated \_\_\_\_\_.

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## 7.10 Insurance

SACC *Manual* clause G1005C (2016-01-28), Insurance - No Specific Requirement

## 7.11 Financial Security

1. The Contractor must provide the Contracting Authority with financial security within 14 calendar days after the date of contract award. The financial security must be in the form of a security deposit as defined in clause E0008C in the amount of \$\_\_\_\_\_ (equivalent to \$50,000.00 per installed MW of capacity) for the contract period up until Commercial Operation Date (COD), including any extension.
2. If, for any reason, Canada does not receive the security deposit in the amount set out above within the specified period, the Contractor will be in default. Canada may, at its discretion, retain the bid financial security and accept another bid, reject all bids or issue a new bid solicitation.
3. If the security deposit is in the form of government guaranteed bonds with coupons, all coupons that are unmatured at the time the security deposit is provided must be attached to the bonds. The Contractor must provide written instructions concerning the action to be taken with respect to coupons that will mature while the bonds are pledged as security, when such coupons are in excess of the security deposit requirement.
4. If the security deposit is in the form of a bill of exchange, Canada will deposit the bill of exchange in an open account in the Consolidated Revenue Fund. Bills of exchange that are deposited to the credit of the Consolidated Revenue Fund will bear simple interest, calculated on the basis of the rates which are in effect during the period the deposit is held.

These rates are published monthly by the department of Finance and are set to be equal to the average yield on 90-day Treasury Bills, less 1/8 of 1 percent. Interest will be paid annually or, when the security deposit is returned to the Contractor, if earlier. The Contractor may, however, request Canada to hold and not cash the bill of exchange, in which case no interest will become payable.

5. Canada may convert the security deposit to the use of Canada if any circumstance exists which would entitle Canada to terminate the Contract for default, but any such conversion will not constitute termination of the Contract.
6. When Canada converts the security deposit:
  - a. the proceeds will be used by Canada to purchase Renewable Energy Certificates required according to the conditions of the Contract, to the nearest extent that it is feasible to do so and any balance left will be returned to the Contractor within a reasonable time after the Commercial Operation Date; and
  - b. the Contractor will remain liable for the excess cost of the purchase of the volume of Renewable Energy Certificates that would have been purchased from the Contractor if the amount of the security deposit is not sufficient for such purpose. "Excess cost" means any amount over and above the amount of the contract price remaining unpaid together with the amount of the security deposit.
7. If Canada does not convert the security deposit to the use of Canada before completion of the Commercial Operation Date (COD), Canada will return the security deposit to the Contractor within a reasonable time after such date.
8. If Canada converts the security deposit for reasons other than bankruptcy, the financial security must be reestablished to the level of the amount stated above so that this amount is continued and available up until Commercial Operation Date (COD).

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## 7.12 Security Deposit Definition - Contract

1. "security deposit" means
  - a. a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or
  - b. a government guaranteed bond; or
  - c. an irrevocable standby letter of credit, or
  - d. such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;
2. "approved financial institution" means
  - a. any corporation or institution that is a member of the Canadian Payments Association (Payments Canada);
  - b. a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law;
  - c. a credit union as defined in paragraph 137(6) of the Income Tax Act;
  - d. a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or
  - e. the Canada Post Corporation.
3. "government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:
  - a. payable to bearer;
  - b. accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
  - c. registered in the name of the Receiver General for Canada.
4. "irrevocable standby letter of credit"
  - a. means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,
    - i. will make a payment to or to the order of Canada, as the beneficiary;
    - ii. will accept and pay bills of exchange drawn by Canada;
    - iii. authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or
    - iv. authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.
  - b. must state the face amount which may be drawn against it;
  - c. must state its expiry date;
  - d. must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office;

- e. must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- f. must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- g. must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

### **7.13 Dispute Resolution**

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

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## ANNEX A

### REQUIREMENT

#### BACKGROUND

On Dec 19, 2019, the Minister of Public Works and Government Services received the following direction in a Mandate Letter from the Prime Minister of Canada: "Working with the provinces and energy suppliers, develop a strategy to power federal buildings with 100 percent clean electricity, where available, by 2022. Commit to being a first purchaser to help support the growth of new clean electricity/renewable power sources as they become available." In order to meet this goal, the federal government is implementing a variety of initiatives across the country.

The Government of Canada is therefore proposing to enter into one or more contracts directly with generators, to create additional renewable electricity generation capacity in Canada. The contracted generators must supply Canada with all Renewable Energy Certificates (RECs) generated under the agreement.

#### REQUIREMENT DESCRIPTION

**Note:** Capitalized terms are defined within the Glossary at Appendix 1.

Canada is proposing to enter into one or more contracts, to support Canada's electricity requirements and create additional net new renewable electricity generation capacity in Canada.

Canada has an overall requirement of 128,000 RECs annually.

Canada has separated this overall requirement into:

- 128,000 RECs, to be contracted for via an open procurement.
- A five percent set-aside, (equivalent to 6,400 RECs) to be contracted for under the federal Procurement Strategy for Aboriginal Business (PSAB), which means the procurement will be limited to Aboriginal businesses.

This procurement is for the open procurement for 128,000 RECs requirement.

To fulfill the requirement, Canada intends to select one or more Bidder(s) and all of its(their) associated REC Project(s), in order to procure the necessary volume of RECs annually. Canada will select Bidders on a lowest-price basis, with a price adjustment for Bidders that demonstrate a specified level of Indigenous participation (see Point-Rated Criterion in Appendix 2).

#### STATEMENT OF REQUIREMENT

Canada recognizes that the Contractor may have included multiple REC Projects in their bid. Where this is the case, the requirements below apply to each REC Project, individually. If any of the REC Projects included in the bid does not, individually, meet the criteria set out below, the entire bid may be deemed non-compliant.

Each REC Project must meet the following criteria:

- (a) Be located in Canada.



- 
- (b) Be able to connect to the existing electricity grid and be located where the available capacity of the line, substation or region of the electricity grid to which the facility will connect, under system normal conditions, can accept 100% of the REC Project's Contract Capacity.
  - (c) Utilize Solar or Wind Energy as the sole source(s) of fuel to generate Electricity.
  - (d) Have Site Control.
  - (e) Have a proposed Contract Capacity that is greater than or equal to 5 MW.
  - (f) Be separately metered.
  - (g) Not be a Behind-the-Meter Project.
  - (h) Be a New Build or be an Expansion but not a Redevelopment. For absolute clarity, a REC Project referred to in a bid that is an Expansion is eligible under this RFP only with respect to the Contract Capacity relating to the Expansion, separately metered.
  - (i) Only be included in a single bid in response to this RFP. For greater clarity, a Solar Project may be submitted in bids for all four of the following RFPs: EW038- EW038-211946/A; EW038-210082/B; EP959-211993/A; and EP959-211948/A, so long as it is only submitted once in response to each RFP. Contracts will be awarded in the ranking order identified in Appendix 2.
  - (j) Attain Commercial Operation on or before the Target COD of December 31, 2022.
  - (k) Obtain the Utilities Commission permit no later than three (3) months after contract award (contract award is anticipated for May 27, 2021).
  - (l) Have a minimum of twenty-five percent (25 %) of the Economic Interest in respect of the applicable Bidder is held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities.
  - (m) Notwithstanding anything else set forth herein, the Contractor shall ensure that at all times until at least the third anniversary of the Commercial Operation Date, the total Economic Interest in a Contractor that is held by one or more one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities is not less than the commitment submitted in their plan.
  - (n) Be subject to regular reporting requirements with respect to the Project (both pre-COD and during the Supply Period, and including matters relating to its equity participants), as determined by Canada from time to time in its discretion.

## APPENDIX 1

### GLOSSARY OF TERMS

TERM OR ACRONYM	MEANING
Agreement	Means this Renewable Energy Certificate Supply Clauses, as it may be amended, restated or replaced from time to time.
Ancillary Services	Means those services required to ensure that the interconnected electric system is operated in a manner that provides a satisfactory level of service with acceptable levels of voltage and frequency.
Approved Connection Proposal	Means a Connection Proposal which has been approved by the AESO or the applicable DFO, as the case may be.
Behind-the-Meter Project	Means an electricity generating facility that is connected directly to the consumer in a manner that the electricity generated is recorded on the consumer's electricity meter to a Host Facility such that Electricity delivered by such Solar or Wind Generating Facility is recorded on the Host Facility's Electricity meter.
Business Day	Means a day other than: (a) a holiday during which banks are generally closed; (b) Saturday; or (c) Sunday.
Canada	Means her Majesty the Queen in Right of Canada, as represented by the Minister of Public Works and Government Services.
Commencement of Construction	Means the deemed commencement of construction of a REC project pursuant to the Renewable Energy Certificate Supply Clauses (RECSC) in the form attached hereto as Annex C.
Commercial Operation	Means the deemed commercial operation of a REC Project pursuant to the RECSC in the form attached hereto as Annex C.
Commercial Operation Date and COD	Means the date on which commercial operation is first attained.
Commercially Reasonable Efforts	When used in connection with an obligation of a Party under this Agreement, means taking, in good faith and with due diligence and in accordance with prudent industry practices, reasonable steps to enable such Party to achieve the objective and fulfill the obligation at the earliest reasonable time, including doing all that a reasonable and prudent generator or a government, as the case may be, would do in comparable circumstances and expending funds and assuming liabilities which are reasonable in nature and amount in the context of the obligation being performed, in each case, having regard to the importance of the obligation to the successful performance of this Agreement.
Commission	Means the Provincial or Territorial Utilities Commission.

TERM OR ACRONYM	MEANING
Common Interest Lands	Means lands forming part of the site upon which components of the project, other than generating equipment, are to be located, which lands are held by the Bidder or any Bidder's team member (as lessee, sub-lessee, or optionee) for purposes of such project pursuant to a lease, sub-lease, or option/agreement to lease or sublease from the Bidder or from the same or another Bidder's team member (as lessor, sub-lessor or optionor, and in in circumstances where such lessor's, sub-lessor's, or optionor's interest in such lands are held by it in connection with a different project, but do not form part of the site for such project).
Connection Facilities	Means any Transmission Facility or Distribution Facility assets which are required to be designed, engineered, procured, constructed, installed, modified, or commissioned for purposes of connecting the existing the AIES to the Connection Point for the Project, all as contemplated in the Approved Connection Proposal.
Connection Point	Means the high voltage side of the electrical point of connection between the project and a Distribution System or the transmission system where electricity is injected into a Distribution System or the transmission system (as applicable).
Connection Proposal	Means a Transmission Connection Proposal or Distribution Connection Proposal, as applicable.
Construction	Means the stage of Project Delivery which entails engineering, construction, installation, testing, start-up and commissioning of comparable facilities.
Contract Capacity	Means with respect to a REC Project identified in a bid, the portion of the nameplate capacity of such a project that will be contracted for in the RECSC at Annex C.
Delivered	Means delivered to the Connection Point and successfully transferred from the Facility to the electricity grid, and "Deliver" and "Delivering" have the corresponding meanings.
Delivery	Means with respect to a REC Project in a bid all of the stages of development, financial, construction, operation and maintenance of such REC Project.
Development	Means, the stage of project delivery which entailed project conceptualization, planning, engaging in community, municipal and other consultations, undertaking stakeholder engagement, obtaining site control, obtaining approvals and the other activities necessary prior to the construction and operation of comparable facilities.
DFO	Means the owner or operator of a Distribution Facility.
DFO Tariff	Means, with respect to any DFO, the tariff approved by the Commission in relation to such DFO's Distribution Facility.

TERM OR ACRONYM	MEANING
Distribution Connection Proposal	Means any application, request or proposal by the Generator to a DFO for connecting the Facility to a Distribution Facility, including all facility design documents, detailed studies, transmission studies, technical studies, land and environmental impact assessments, and other documents, reports, studies or assessments which may be required.
Distribution Facility	Means the plant, works, equipment, systems and services necessary to distribute electricity in a service area, but does not include a generating unit or a transmission facility.
Distribution System	Means the distribution system of a Distribution Entity with a service area and includes any structures, equipment or other things used for that purpose.
Economic Interest	Means, with respect to any person other than an individual, the right to receive or the opportunity to participate in any payments arising out of or return from, and an exposure to a loss or a risk of loss by, the business activities of such person, by means, directly or indirectly, of an equity interest in a corporation, limited partnership interest in a limited partnership, partnership interest in a partnership, or, in the sole and absolute discretion of Canada, other similar ownership interest.
Electricity	Means electric energy, measured in megawatts (MW).
Entity	Means a corporation or a trust, pension fund, partnership, joint venture or other unincorporated association however formed and structured and, for purposes of this RFP, includes any person who is a partner, joint-venturer or associate in such unincorporated association.
Estimated Annual Energy	Means with respect to a REC Project identified in a bid, the forecasted average annual production of electricity from such project over a calendar year that will be contracted for under a RECSCA, which shall be equal to the contract capacity multiplied by the capacity factor multiplied by the number of hours in a year which is not a leap year.
Existing Renewable Facility	Means a generating facility that exclusively generates renewable electricity with commercially operational generating equipment which is connected to the interconnected electric system or to facilities owned by an industrial customer, and for greater certainty a generating facility will be deemed to have commercially operational generating equipment if, at any time, it has commenced construction prior to contract award, or generated renewable electricity and received power pool revenues in the previous one hundred eighty (180) days.
Expansion	Means, in respect of a bid, the addition of new generating equipment to an existing renewable facility which:

TERM OR ACRONYM	MEANING
	<p>(a) which has not commenced construction or installation prior to the contract date;</p> <p>(b) is not intended to replace any Generating Equipment that operates at the Existing Renewable Facility;</p> <p>(c) generates Electricity output in addition to the Electricity output of other Generating Equipment that operates or operated at the Existing Renewable Facility;</p> <p>(d) does not include any of the Electricity generating capacity available from the Existing Renewable Facility;</p> <p>(e) has separate revenue class meters that conform with the requirements of the Renewable Electricity Supply Clauses (including Section <b>Error! Reference source not found.</b>) and re dedicated to measuring the electrical output of the added Generating Equipment and that are accessible to the interconnected electric system; and</p> <p>(f) has a design life equal to or greater than the term of the Contract.</p>
Facility	<p>Means the REC described in the contract, and includes:</p> <p>(a) in the case of a New Build all Generating Equipment, together with all other equipment and facilities which are necessary to Deliver all Electricity relating to the Contract Capacity to the Connection Point (including any step-up transformer, and any bus work and related equipment located on the low voltage side of such transformer); and</p> <p>(b) in the case of an Expansion, the additional Generating Equipment which is included in the Expansion, together with all other equipment and facilities of the Existing Renewable Facility which are necessary to Deliver all Electricity relating to the Contract Capacity of the Expansion to the Connection Point (including any step-up transformer, and any bus work and related equipment located on the low voltage side of such transformer).</p>
Financing	Means, as regards a comparable Facility, arranging project financing (in respect of both debt and equity), bank financing or balance sheet financing sufficient to complete construction of such comparable facility.
First Nation	Means "band" as defined in the <i>Indian Act</i> (Canada).
First Nation Land	Means land situated within the geographic boundaries of a "reserve", as such term is defined in the <i>Indian Act</i> (Canada).
First Nation Land Designation	Means, in respect of any First Nation Land, that such land has been designated for lease by the applicable First Nation under Section 38(2) of the <i>Indian Act</i> (Canada).

TERM OR ACRONYM	MEANING
Generating Equipment	Means equipment used by a facility in the generation of electricity, such as solar or wind (PV) modules but does not include transformers or other equipment used to transform or transmit such electricity.
Generation Facility	Means a renewable or non-renewable generating facility, including a solar or wind generating facility.
Generation Limit	Means, for any period, the maximum level at which the Facility is permitted to generate, expressed in MW, which is established for such period:  in the case of any transmission constraint, pursuant to a Transmission Constraint Directive.
Generation Limit Energy	Means, for any Settlement Interval during which one or more Generation Limits are in effect, the amount of Solar or Wind Electricity, expressed in MWhs, which the Facility is permitted to generate during such Settlement Interval, which amount shall be equal to the sum of:  for each Generation Limit in effect during such Settlement Interval, the Generation Limit multiplied by the number of minutes in such Settlement Interval during which such Generation Limit is in effect and divided by the number of minutes in a Settlement Interval.
Generator	Means the Person identified as the Generator in the opening paragraph of this Agreement, and includes, as applicable, any successor thereto resulting from any merger, arrangement or other reorganization or any continuance under the laws of another jurisdiction or permitted assignee.
Generator Renewable Attributes	Has the meaning give to it in Annex C, Section 0.
Good Electric Industry Practice	means the standard of practice attained by exercising that degree of knowledge, skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same type of undertaking in the same or similar circumstances, including determining what is reasonable in the circumstances having regard for safety, reliability and economic considerations but is not intended to be limited to the optimum practice, method or act, to the exclusion of all others, and rather is intended to include practices, methods and acts generally accepted in North America.
Government Approvals	Means approvals, authorizations, consents, permits, grants, licences, privileges, waivers, decisions, statements, concessions, franchises, rights, certificates of approval, environmental compliance approvals, orders, judgments, rulings, directives, ordinances, decrees, registrations, filings or similar instruments or endorsements issued or granted by law or by any Governmental Authority or other Person, including the Permit and Licence (Power Plant).

TERM OR ACRONYM	MEANING
Governmental Authority	Means any federal, provincial, regional, municipal or local government, parliament or legislature, or any regulatory authority, agency, organization, tribunal, commission, board, department or political or other subdivision of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, having jurisdiction in the relevant circumstances, including the Commission, the System Operator; and any Person acting under the authority of any Governmental Authority.
Host Facility	Means a facility which: (a) REC Generating Facility would have, or has an electrical connection through which Electricity is or is proposed to be injected into the Host Facility's electricity system; and (b) is either directly connected to a Distribution System or the Transmission System (which other facility is not, for greater certainty, a Distribution System).
Indigenous Land	Means land which is First Nation Land or Métis Land.
Indigenous Participation Level	Means, in respect of a REC Project, the level of Economic Interest (expressed as a percentage) in respect of the applicable Bidder that is held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities.
Individual	Means a natural person, but does not include a natural person in his or her capacity as trustee, executor, administrator or other legal representative.
ISO Rules	Means the rules made by the Independent System Operator.
ISO Tariff	Means the tariff prepared by the Independent System Operator.
kW	Means kilowatt.
kWh	Means kilowatt hour.
Legal Description	Means, with respect to each property forming part of a site, the legal description of the property in the following format:  (a) in the case of properties in respect of which no plan of subdivision has been registered, meridian, range, township, section, ¼ section or legal subdivision;  (b) in the case of properties in respect of which a plan of subdivision has been registered: (i) plan, block, lot; and (ii) meridian, range, township, section, ¼ section or legal subdivision; or  (c) in the case of properties that constitute Indigenous land, the parcel identification number, any information under (a) or (b) above that can reasonably be provided, and such other information as would generally constitute the legal description of such properties or that would reasonably be required to allow Canada to determine the physical location of such Properties.

TERM OR ACRONYM	MEANING
Maintenance	Means the stage of Project Delivery which entailed monitoring, maintaining, inspecting and repairing Comparable Facilities.
Marginal REC Project	Refers to a REC Project that, following contract award, would cause the estimated annual energy of all selected REC Projects to exceed the Procurement Target.
Métis Land	Means land situated within the geographic boundaries of a "settlement area", as such term is defined in the <i>Metis Settlements Act</i> (Alberta).
Métis Settlement	Has the meaning given the term "settlement" under the <i>Metis Settlements Act</i> (Alberta).
MW	Means megawatt, in alternating current unless expressly noted otherwise.
MWh	Means megawatt hour, in alternating current.
Nameplate Capacity	Means the total installed rated capacity of the Facility to generate Electricity, expressed in MW.
New Build	Means a yet to be constructed generating facility proposed as a project in a proposal that is not an Expansion, which may include the construction of a generating facility on the site of a previously operating renewable or non-renewable generating facility if: (a) all generating equipment is new; (b) all other equipment, facilities and physical infrastructure are new or substantially new; and (c) such REC generating facility has a design life equal to or greater than the term of the Contract.
Operation	Means the stage of Project Delivery which entailed operating Comparable Facilities.
Other Generators	Means all of the other Generators that have a contract.
Party	Means either Canada or Generator, as the context may require, and " <b>Parties</b> " means both Canada and Generator.
Person(s)	Means an Entity or an Individual.
Prime Rate	Means the annual rate of interest from time to time declared by the Bank of Canada as its "prime rate" for Canadian dollar commercial loans in Canada.
Procurement Target	Means the estimated total annual volume of solar or wind electricity (128,000 MWh) which Canada requires as a result of this RFP.



TERM OR ACRONYM	MEANING
Project	Means the Generator's project to design, build, finance, own (or lease), operate and maintain the Facility.
Project Delivery	Means, as regards Comparable Facilities, all the stages of development, financing, construction, and operation and Maintenance of Comparable Facilities and, if the context requires, also means each such stage individually.
Project Properties	Means the Legal Description and municipal address (if available) of all Properties collectively constituting the Site, as referenced in Appendix 5: Solicitor's Confirmation Opinion Respecting Site Control.
Properties	Means any or all, as the context permits, of real property and title, lease or sublease interests in such real property.
Qualifying Indigenous Entity	Means: (i) a corporation, partnership, association, company, or other legal entity which is wholly-owned, directly or indirectly, legally or beneficially, by one or more First Nations located in Canada; or (ii) a trust in respect of which all beneficial interests are wholly-owned or held by one or more Qualifying Indigenous Communities; or (iii) a First Nation located in Canada, a Métis Settlement or the Métis Nation.
Quarterly Supply Payment	means, for any Settlement Quarter during the Term, the amount payable from Canada to the Generator, in respect of the performance of each Party's respective obligations hereunder.
REC Generating Facility	Means a facility which generates Electricity exclusively from Solar or Wind Energy and delivers that Electricity through its own meter connected to the interconnected electric system in accordance with all Laws; except for purposes of the definition of "Comparable Facility," where such facility is not required to be connected to the interconnected electric system.
REC Project	Means the Delivery of the REC Generating Facility or the Expansion set out in a bid, prepared and submitted pursuant to the RFP; and, when the context also allows, means a REC Generating Facility including, the REC Generating Facility or the Expansion which is the subject of a bid.
Redevelopment	Means the modification of an existing renewable facility which does not constitute an expansion but which in the reasonable judgement of Canada satisfies the following criteria:  (a) absent redevelopment the existing renewable facility must be near the end of its useful life;  (b) the physical infrastructure constituting the existing renewable facility must be substantially replaced;

TERM OR ACRONYM	MEANING
	<p>(c) following redevelopment the expected life of the redeveloped existing renewable facility must be comparable with that of a new build; and</p> <p>(d) the existing renewable facility is not the subject of an existing physical power, financial power, or capacity contract or derivative or a purchase, premium, support or other contract relating to electricity generated by, or renewable attributes produced from, the existing renewable facility.</p>
Renewable Attributes	<p>Means those attributes existing or coming into existence in the future, associated with a Generation Facility having decreased environmental impacts due to or through the generation of electricity through the generation of renewable electricity, and includes:</p> <p>(a) rights to any fungible or non-fungible attributes, whether arising from the Generation Facility itself, from the interaction of the Generation Facility with the interconnected electric system or because of applicable legislation or voluntary programs established by governmental authorities or agencies thereof;</p> <p>(b) any and all rights relating to the nature of the energy source as may be defined and awarded through applicable legislation or voluntary programs, including ownership rights to any emission reduction credits or entitlements resulting from interaction of the Generation Facility with the interconnected electric system or as specified by applicable legislation or voluntary programs, and the right to quantify and register such credits with competent authorities; and</p> <p>(c) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing,</p> <p>but which excludes:</p> <p>(d) any tax or other benefit under the Government of Canada's Canadian Renewable and Conservation Expenses (CRCE) or successor program which may be available in connection with a REC Project. .</p>
Renewable Electricity	Means electricity that has been produced from a renewable energy resource.
Renewable Energy Certificate Supply Agreement Clauses and RECSCA	Means the Renewable Energy Certificate Supply Agreement Clauses in the form set out in Annex C to this RFP.
Settlement Council	Has the same meaning as in the <i>Metis Settlements Act</i> (Alberta).
Settlement Interval	Means the period beginning on the hour and ending sixty (60) minutes later and is the time increment for which the AESO financially settles energy amount.
Site	Means, in respect of a REC Project, the lands and/or other physical location on, over, in, under or in respect of which such project is, or

TERM OR ACRONYM	MEANING
	is to be situated as is identified in the completed form - REC Project Profile (Appendix 4) for such REC Project.
Site Control	Means documentation that demonstrates ownership of, a leasehold interest in, or a right to develop and operate on a site, or an option to purchase or acquire a leasehold site for such purpose.
Solar Electricity	Means Electricity that has been produced from sunlight that occurs naturally.
Solar Energy	Means sunlight that occurs naturally.
Substation Lands	Means that part of the site upon which the project substation that transforms the voltage at the Connection Point is located, and for certainty includes contiguous lands within its fenced area upon which isolators, bus bars, lightning arrestors, circuit breakers, relays and conductors are situated.
Supply Period	Means that period of time commencing at 00:00 hours on the Commercial Operation Date, and ending at 24:00 hours on the day before the tenth (10th) anniversary of the date that is the earlier of: (a) Target COD; and (b) the Commercial Operation Date.
Independent System Operator	Means the operator responsible for operating the electricity market, acting pursuant to its authority to make, administer and enforce the ISO Rules.
Target COD	Means December 31, 2022.
TFO	Means the owner of a Transmission Facility
TFO Tariff	Means, with respect to any TFO, the tariff approved by the Commission pursuant to the EUA in relation to such TFO's Transmission Facility.
Transmission Facility	Has the meaning given the term " <i>transmission facility</i> " in the EUA.
Transmission System	Means all transmission facilities in the Province or Territory that are part of the interconnected electric system.
Wind Energy	Means electricity that has been produced from Wind that occurs naturally.

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## APPENDIX 2

### BID INSTRUCTIONS AND MANDATORY CRITERIA

#### BID

Canada will be issuing four separate, but related requirements (as described in this RFP and EW038-211946/A, EW038-210082/B, EP959-211993/A, and EP959-211948/A). Canada will be evaluating and recommending Bidders for contract award in the following order:

1. EW038-211946/A - Alberta New Solar Electricity Generation – PSAB
2. EW038-210082/B - Alberta New Solar Electricity Generation
3. EP959-211993/A - National Renewable Energy Certificates – PSAB
4. EP959-211948/A - National Renewable Energy Certificates

Eligible Bidders who wish to do so are permitted to submit bids for all four requirements. Canada is utilizing this strategy to foster competition for all four requirements and to ensure bidders are not limited in their ability to bid on any opportunities. Canada will allow Bidders to withdraw from any of the subsequent procurement process, without penalty, if they are successful in any higher-ordered process.

- A Bidder may include more than one REC Project in their bid.
- Bidders cannot submit the same REC Project multiple times in response to one single RFP requirement. If a bidder submits the same REC Project in response to one single RFP requirement, the Contracting Authority will contact the Bidder and request that they clarify which bid they intend on proceeding with in the evaluation process.

The review of bid submissions by PSPC will follow the Phased Bid Compliance Policy.

#### PHASED BID COMPLIANCE PROCESS

As noted in Part 4 of this RFP, Canada will use the Phased Bid Compliance Process (PBCP) in the evaluation of bids received in response to the RFP.

The PBCP consists of three phases:

- Phase I: Financial Bid
- Phase II: Technical Bid
- Phase III: Final Evaluation of the Bid

The PBCP will apply to all mandatory technical criteria.

In Phase III of the PBCP, bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria. This includes Eligible Mandatory Criteria and point-rated criteria. The Eligible Mandatory Criteria will be assessed first, and bids that are determined to be compliant with these will then be assessed in regards to the point-rated criteria.

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## ELIGIBLE MANDATORY CRITERIA

Each bid will pass or fail depending on whether it meets the following mandatory criteria.

The mandatory criteria are set out in Sections 1.1 through Section 1.6 below. In order to demonstrate compliance with these six criteria, the Bidder must complete the relevant appendices, referred to within the mandatory criteria and provide all supporting documentation requested.

Any REC Project included within a bid that do not satisfy all of the mandatory criteria, will not be evaluated further and the bid will be deemed non-compliant.

### 1.1 Bidder Information

The Bidder must provide the information requested within Appendix 3: Bidder Information.

### 1.2 REC Project Profile

The Bidder must address the mandatory criteria listed within Appendix 4: REC Project Profile for REC Project included within its bid. The Bidder must demonstrate compliance with these criteria by completing the listed appendix 5 and providing any applicable supporting documentation.

### 1.3 Site Control

For each REC Project, the Bidder must have site control for the Site ("Site Control"). The Bidder must demonstrate compliance with this criterion by completing Appendix 5: Confirmation of Site Control.

### 1.4 Project Plan

Each bid must include a Project Plan for the REC Project, including all of the stages of development, financing, construction, operation and maintenance, which demonstrates that the REC Project can be expected to attain Commercial Operation by the Target COD. The Bidder must demonstrate compliance with this criterion by completing Appendix 6: Project Plan.

### 1.5 Comparable Facility Experience

The Bidder must, in respect of each REC Project, provide information which will satisfy Canada that the Bidder, through Project Delivery, has sufficient relevant experience to bring the REC Project to Commercial Operation by the Target COD. The Bidder must demonstrate compliance with this criterion by completing Appendix 7: Comparable Facility Experience.

### 1.6 Minimum Indigenous Participation

The Bidder must demonstrate that no less than twenty five percent (25%) of the Economic Interest in respect of its bid is held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities. The Bidder must demonstrate compliance with this criterion by completing Appendix 8: Indigenous Participation Project Declaration.

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## POINT-RATED CRITERIA

Each bid that meets all Eligible Mandatory Criteria will be evaluated for the following point-rated criterion:

### 2.1 INDIGENOUS PARTICIPATION SCORE

Each bid will be awarded a score (the "Indigenous Participation Score") as defined below:

- a) If no less than fifty percent (50%) of the Economic Interest in respect of the applicable Bidder is held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities, then the Indigenous Participation Score will equal two (2).
- b) If the economic interest held by one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities is less than 50%, the following calculation will be used to determine the Indigenous Participation Score:

$$\text{Indigenous Participation Score} = (\% \text{ of Economic Interest} - 25\%) / 25\% * 2$$

Examples:

*Bidder demonstrates 35% Economic Interest*  
 $(35\% \text{ Economic Interest} - 25\% = 10\%) / 25\% * 2 = 0.8 \text{ Points}$

*Bidder demonstrates 45% Economic Interest*  
 $(45\% \text{ Economic Interest} - 25\% = 20\%) / 25\% * 2 = 1.6 \text{ Points}$

The Indigenous Participation Score will be assessed for each REC Project by Canada in consideration of information included in the Indigenous Participation Form, which form is attached in [Appendix 8: Indigenous Participation Project Declaration](#).

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### APPENDIX 3

#### BIDDER INFORMATION

All capitalized terms and acronyms used in these instructions and the form - Bidder Information have the meanings ascribed to them in the RFP.

##### Instructions applicable to this form - Bidder Information

- Bidder should complete and submit a form - Bidder Information in connection with its bid.
- The form should be completed in its entirety. If fields are not applicable, they should be marked "not applicable".
- The Bidder must provide all applicable information identified within this form. Failure to provide all applicable information may result in the bid being deemed non-compliant. It is recommended, but not necessary, that such information be provided within this form. If the information is provided in a different format, it will be accepted, so long as all applicable information is included.
- If this form contains an insufficient number of rows or columns within which to provide information requested, then the Bidder may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no modifications to the wording of this form are permitted.
- The pages of this form should be kept together in the bid in sequential order.
- Information provided in this form should be consistent with the information provided elsewhere in the bid.

Solicitation No. - N° de l'invitation  
EP959-211948/A  
Client Ref. No. - N° de réf. du client  
EP959-211948

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-0-43121

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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## Form - Bidder Information

### Bidder Information

Legal status of Bidder:	
Legal name of Bidder:	

### Contact Information for Bidder

Phone number:	
Email address:	
Mailing address:	
Website address:	
Name of Bidder's Representative:	
Representative's phone number:	
Representative's email address:	
Representative's mailing address:	
Secondary contact name:	
Secondary contact phone number:	
Secondary contact email address:	
Secondary contact mailing address:	

### Bidder's Self-Identification

Canada will be evaluating and recommending Bidders for contract award in the following order:

1. EW038-211946/A - Alberta New Solar Electricity Generation – PSAB
2. EW038-210082/B - Alberta New Solar Electricity Generation
3. EP959-211993/A - National Renewable Energy Certificates – PSAB
4. EP959-211948/A - National Renewable Energy Certificates



Solicitation No. - N° de l'invitation  
EP959-211948/A  
Client Ref. No. - N° de réf. du client  
EP959-211948

Amd. No. - N° de la modif.  
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CAL-0-43121

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

<p>Indicate which opportunities the Bidder intends to submit a bid for:</p>	<p><input type="checkbox"/> EW038-211946/A - Alberta New Solar Electricity Generation – PSAB</p> <p><input type="checkbox"/> EW038-210082/B - Alberta New Solar Electricity Generation</p> <p><input type="checkbox"/> EP959-211993/A - National Renewable Energy Certificates – PSAB</p> <p><input type="checkbox"/> EP959-211948/A - National Renewable Energy Certificates</p>
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*\*Note bidders are asked to self-identify in their proposal(s) in response to the other solicitation processes (EW038-211946/A, EW038-210082/B and EP959-211993/A) their intention to withdraw from subsequent processes if recommended for award. As this is the last solicitation process that will be evaluated there is no requirement for bidders to self-identify their intent to withdraw.*

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## APPENDIX 4

### REC PROJECT PROFILE

All capitalized terms and acronyms used in these instructions and the form - REC Project Profile have the meanings ascribed to them in the RFP.

#### Instructions applicable to this form - REC Project Profile

- The bidder should complete and submit a separate form – REC Project Profile for each REC Project included in its bid.
- The Bidder must provide all information identified within this form. Failure to provide any information may result in the bid being deemed non-compliant. It is suggested, but not necessary, that such information be provided within this form. If the information is provided in a different format, it will be accepted, so long as all information is included.
- If this form contains an insufficient number of rows or columns within which to provide information requested, then the bidder may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no modifications of the wording of this form are permitted.
- The pages of this form should be kept together in the bid in sequential order.
- Information provided in this form should be consistent with the information otherwise provided in the bid.

## Form - REC Project Profile

No.	Information Item	Bidder Response
<b>1.</b>	<b>REC Project Information</b>	
(a)	Bidder Name	
(b)	Name of REC Project	
(c)	Location of REC Project	
(d)	REC Project type (Select one)	<input type="checkbox"/> New Build <input type="checkbox"/> Expansion
(e)	Provincial Utilities Commission permit obtained  (If not, indicate when permit is expected to be obtained)	
(f)	Anticipated COD (must be on or before Target COD of December 31, 2022)	
(g)	Nameplate Capacity (MW)	
(h)	Contract Capacity (MW) (must be less than or equal to the Nameplate Capacity)	
(i)	Estimated Annual Energy (MWh) (Contract Capacity must be capable of generating the Estimated Annual Energy)	
(j)	Is project separately metered	
(k)	Indigenous Participation Level (% of Economic Interest in the REC Project)	

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## APPENDIX 5

### CONFIRMATION OF SITE CONTROL

All capitalized terms used in this Confirmation of Site Control and its instructions for completion have the meanings ascribed to them in the RFP.

#### Instructions applicable to this form – Confirmation of Site Control

- The Bidder must complete and submit a form - Confirmation of Site Control for each Project included in its bid.
- The form "Confirmation of Site Control" must be completed and signed.
- If this form contains an insufficient number of rows or columns within which to provide information requested, then the Bidder may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no modifications to the wording of this form are permitted.
- Information provided in this form should be consistent with the information otherwise provided in the bid.

The bidder must demonstrate that it has Site Control by completing the attached form.

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Client Ref. No. - N° de réf. du client  
EP959-211948

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## CONFIRMATION OF SITE CONTROL

### EXHIBIT A: LIST OF ALL PROPERTIES CONSTITUTING THE SITE

Property 1	
<b>Legal Description:</b>	
<b>Municipal Address (if available):</b>	
<b>Property Size (hectares or acres):</b>	
<b>Property Constitutes First Nation Land or Métis Land:</b> <i>(indicate which, if applicable)</i>	
<b>Description of Interest:</b>	
<b>Supporting Documents:</b> <i>(indicate the page number where the supporting documents are located in the Bidder's proposal)</i>	

Property 2 (if applicable)	
<b>Legal Description:</b>	
<b>Municipal Address (if available):</b>	
<b>Property Size (hectares or acres):</b>	

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<b>Property Constitutes First Nation Land or Métis Land:</b> <i>(indicate which, if applicable)</i>	
<b>Description of Interest:</b>	
<b>Supporting Documents:</b> <i>(indicate the page number where the supporting documents are located in the Bidder's proposal)</i>	

<b>Property 3 (if applicable)</b>	
<b>Legal Description:</b>	
<b>Municipal Address (if available):</b>	
<b>Property Size (hectares or acres):</b>	
<b>Property Constitutes First Nation Land or Métis Land:</b> <i>(indicate which, if applicable)</i>	
<b>Description of Interest:</b>	
<b>Supporting Documents:</b> <i>(indicate the page number where the supporting documents are located in the Bidder's proposal)</i>	

### Site Control Definition

Ownership of, a leasehold interest in, or a right to develop and operate on a site, or an option to purchase or acquire a leasehold site for such purpose.

### Declaration

The bidder declares that they have Assured Site Control for the properties constituting the Site:

\_\_\_\_\_ Yes \_\_\_\_\_ No *(bidder to indicate "Yes" or "No").*

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Solicitation No. - N° de l'invitation  
EP959-211948/A  
Client Ref. No. - N° de réf. du client  
EP959-211948

Amd. No. - N° de la modif.  
File No. - N° du dossier  
CAL-0-43121

Buyer ID - Id de l'acheteur  
CAL142  
CCC No./N° CCC - FMS No./N° VME

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## **EXHIBIT A to APPENDIX 4**

### **SITE DIAGRAM**

Attach additional pages as necessary. Note this is for information purposes only.

## APPENDIX 6

### PROJECT PLAN

The Bidder must, in respect of each REC Project, address the Project Plan criterion (Appendix 2, Item 1.3) by submitting a narrative not exceeding twelve (12) pages in length (inclusive of Gantt and other charts, lists, timelines, tables and other diagrams) describing the required information, and including Gantt and other charts, lists, timelines, tables or other diagrams. Only the first 12 pages of the Project Plan will be evaluated if the submission is in excess of the 12 page limit.

1. The Bidder must provide an overall project plan to receive Utilities Commission Permit within three (3) months of contract award (if not already achieved) and for delivery of the REC Project by the target COD, including, at a minimum:
2. Provide details in regards to the Environmental Authority and the Provincial Utilities Commission processes and any outstanding commitments. For example:
  - a. Has the Participant Involvement Program (PIP) been completed? If not, please provide details with respect to timelines for completion and application to Utilities Commission.
  - b. Assessment of wildlife impact completed? Has a Referral Letter from environmental authority been received? If not, please provide details with respect to timelines for completion.
  - c. Are any other studies necessary for Utilities Commission permit outstanding (i.e. AUC Rule 12 - Noise Control)? If so, please provide details with respect to timelines for completion.
3. Provide details and any associated documentation with respect to electrical connection process and status with either the Independent System Operators for Transmission Connected Projects and/or the Distribution Facility Operator for projects that are connected to the Distribution System (behind the fence).
4. A timeline to COD (by including a Gantt chart, or similar schedule diagram), including:
  - a. The critical path(s) within such timeline and the following major milestones that form each critical path: (i) environmental studies, (ii) construction permits, (iii) procurement lead times for critical equipment; and
  - b. current status of the REC Project's progress by indicating which key activities/major milestones that have been completed to date. The Bidder must provide documentation (e.g. filing or application numbers, Independent System Operators templates, etc.) demonstrating that the activity or milestone has been completed.
5. The information provided within the Project Plan must be consistent with that found throughout the bid.

#### Pass/Fail Criteria for Appendix 6: Project Plan

The following pass/fail criteria will be used to evaluate the Project Plan. Project Plans that are determined to 'Fail' any of the items listed in the chart below will result in the Bidder being deemed non-responsive and the bid will no longer be considered for contract award.

No.	Pass	Fail
1	The project plan includes all of the minimum required information. The Bidder has indicated a critical path that will result in it receiving the Utilities Commission permit	The project plan is missing some or all required information, or no project plan has been provided. The Bidder has failed to indicate that it will receive the Utilities



	within three (3) months of the date of contract award.	Commission permit within three (3) months of contract award.
2(a), (b),(c)	The Bidder has provided a response to the questions in regards to the Environmental Authority and Utilities Commission permit processes.	The Bidder has not provided a response to the questions in regards to the Environmental Authority and Utilities Commission permit processes.
3	The Bidder has provided details and any associated documentation with respect to the electrical connection process.	The Bidder has not provided details with respect to the electrical connection process.
4	The Bidder has provided the timeline to COD including in the form of a Gantt chart of similar diagram.	The Bidder has not provided the timeline to COD including in the form of a Gantt chart of similar diagram.
4(a)	The Bidder has identified the key milestones for: (i) environmental studies, (ii) construction permits, and (iii) procurement lead times for critical equipment.	One or more key milestones are missing from the project plan.
4(b)	The Bidder has identified the current status of the REC Project and the key activities/major milestones completed to date, including any supporting documentation.	The Bidder has not identified the current status of the REC Project and the key activities/major milestones completed to date, including any supporting documentation.
5	<p>The information provided within the Project Plan is consistent with the information that the Bidder has provided throughout its bid.</p> <p>Note the contracting authority reserves the right to contact the bidder to clarify inconsistencies in the project plan as per the Phase Bid policy.</p>	There are inconsistencies between the information in the Project Plan and the remainder of the bid.

*Note: The Project Plan will be used for information and evaluation purposes only and will not be incorporated into any resulting contract.*

## APPENDIX 7

### COMPARABLE FACILITY EXPERIENCE

All capitalized terms and acronyms used in the form - Comparable Facility Experience and its instructions, unless otherwise stated, have the meanings ascribed to them in the RFP.

#### Instructions applicable to this form - Comparable Facility Experience

- The Bidder should complete and submit a separate form - Comparable Facility Experience for each comparable facility included in its bid and identified in the table.
- This form should be completed in its entirety. If fields are not applicable, they should be marked "not applicable".
- The Bidder must provide all applicable information identified within this form. Failure to provide any applicable information may result in the bid being deemed non-compliant. It is suggested, but not necessary, that such information be provided within this form. If the information is provided in a different format, it will be accepted, so long as all applicable information is included.
- If this form contains an insufficient number of rows or columns within which to provide information requested, then the Bidder may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no modifications to the wording of this form are permitted.
- The pages of this form should be kept together in the bid in sequential order.
- Information provided in this form should be consistent with the information otherwise provided in the bid.

The Bidder must demonstrate comparable facility experience in each stage of project delivery (development, construction, operation and maintenance and financing). The Bidder can draw on past experience of all of the Bidder Team Members to the extent necessary to demonstrate the experience requirements, as follows:

- a) The Bidder must have experience with all four stages of project delivery. To demonstrate this, the Bidder must identify a comparable facility for each stage of project delivery. The Bidder may use one (1) comparable facility to demonstrate experience in regards to more than one stage of project delivery. However, the Bidder must identify at least two (2) different comparable facilities in its submission for the purposes of demonstrating its experience.
- b) Each comparable facility identified by the Bidder must generate electricity using Wind or Solar Energy as its sole source and must have a Nameplate Capacity of not less than 50% of the Contract Capacity of such Project.
- c) The experience described for each comparable facility must have been undertaken within the last ten (10) years and must have a minimum duration of one (1) year.
- d) One (1) comparable facility identified must have been in commercial operation for at least a six (6) month period, any other comparable facilities identified must have been in commercial operation for at least a one (1) year period.
- e) The comparable facilities identified by the Bidder for project delivery must:
  - (i) be located within North America; and
  - (ii) have a similar connection configuration (i.e. connection to the Transmission System or

Distribution System, as applicable) to that of the Solar or Wind Project being offered by the Bidder within its Bid.

The Bidder may utilize the tables and forms provided below to demonstrate its comparable facility experience.

**Table 1: Comparable Facilities Table**

The Bidder can identify the stages of project delivery experience that each comparable facility is intended to demonstrate.

Comparable Facility Number	1	2	3	4
Facility Name				
Facility Location				
Technology; Renewable Fuel(s)				
Contract Capacity				
Development	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Construction	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Operation and Maintenance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Financing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Table 2: Bidder's Team Members**

*Bidders are requested to list the individuals that will make up the project team if the facility experience is not the bidders experience, but rather a combination of experience gained by the individual team members separate from the bidder.*

*In a joint venture or partnership, the individual experience of the entities will be considered, but cannot be combined to make up the required duration for of experience.*

*For example: two individuals or entities with 6 months experience in Construction does not equal 12 months experience in Construction.*

No.	Bidder's Team Member name (includes entity or individual)	Entity or Individual	Role (e.g. Project Team Lead, Electrical Engineer)	Comparable Facility Number as per table above
1				
2				
3				
4				
5				
6				
7				
8				

## Form - Comparable Facility Experience

Submission Information		
(a)	Bidder Name:	
(b)	REC Project: (insert name of REC Project)	
Comparable Facility Number: (which corresponds to Table 1)		
1. General Information		
(a)	Bidder's Team Member(s) involved: (entity or individual, which corresponds to Table 2)	
(b)	Project Delivery experience claimed: (select all that apply)	<input type="checkbox"/> Development <input type="checkbox"/> Operation & Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Financing
2. Key Comparable Facility Details		
(a)	Name of facility:	
(b)	Location: (Country, province/state, municipality/city)	
(c)	Installed nameplate capacity:	
(d)	Commercial operation date:	
(e)	Connection details: (Connection type and connecting authority name):	
3. Project Delivery Experience: Development		
(a)	Name of Bidder's Team Member with	

	experience relevant to Development:	
(b)	Time period during which the project delivery experience was attained:	Start Date:
		End Date:
(c)	Roles, duties, and responsibilities of the Bidder's Team Member:	
<b>4. Project Delivery Experience: Construction</b>		
(a)	Name of Bidder's Team Member with experience relevant to Construction:	
(b)	Time period during which the Project Delivery experience was attained	Start Date:
		End Date:
(c)	Roles, duties, and responsibilities of the Bidder's Team Member:	
<b>5. Project Delivery Experience: Operation and Maintenance</b>		
(a)	Name of Bidder's Team Member with experience relevant to Operation and Maintenance:	
(b)	Time period during which the Project Delivery experience was attained	Start Date:
		End Date:
(c)	Roles, duties, and responsibilities of the Bidder's Team Member:	

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<b>6. Project Delivery Experience: Financing</b>		
(a)	Name of Bidder's Team Member with experience relevant to Financing:	
(b)	Time period during which the Project Delivery experience was attained	Start Date:
		End Date:
(c)	Roles, duties, and responsibilities of the Bidder's Team Member:	

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## APPENDIX 8

### INDIGENOUS PARTICIPATION PROJECT DECLARATION

All capitalized terms and acronyms used in these instructions and the form - Indigenous Participation Project Declaration have the meanings ascribed to them in the RFP.

#### Instructions applicable to this form - Indigenous Participation Project Declaration

- The Bidder must complete and submit a separate form - Indigenous Participation Project Declaration for each REC Project included in its bid for which the Bidder seeks an Indigenous Participation Score.
- This form must be completed in its entirety. If fields are not applicable, they should be marked "not applicable".
- The Bidder must submit Exhibit A and B, as applicable, and attach all required documentation to the form.
- If this form contains an insufficient number of rows or columns within which to provide information requested, then the Bidder may add rows or columns as needed to ensure a sufficient number are available to provide the information requested or required. Apart from the addition of rows or columns as contemplated in the foregoing sentence or the completion of any blanks, check boxes or similar uncompleted information, no modifications to the wording of this form are permitted.
- The pages of this form should be kept together in the bid in sequential order.
- Information provided in this form should be consistent with the information otherwise provided in the bid.
- The signature required for this form must be that of the Bidder's Representative.



### Form - Indigenous Participation Project Declaration

Name of Project:	<u>[insert name of REC Project]</u>
Bidder:	<u>[insert name of Bidder]</u>
Contract Capacity of the REC Project (MW)	<u>[insert the Contract Capacity of the REC Project in MW]</u>
Estimated Annual Energy of REC Project	<u>[insert Estimated Annual Energy]</u>

**STATUTORY DECLARATION IN THE MATTER OF** Canada and [insert name of REC Project] REC Project included in the bid of [insert name of Bidder] under the RFP.

Capitalized terms not defined herein have the meanings ascribed to them in the RFP.

I, [insert name of Bidder's Representative], of the [insert City/Town] [insert name of Province] DO SOLEMNLY DECLARE, on behalf of the Bidder, without personal liability, the following:

- 1 I am the / an [insert office held, e.g. president, director, etc.] of the Bidder and have knowledge of the matters herein declared.
- 2 Pursuant to Stage 2 of Appendix 2 to Annex A of the RFP (Indigenous Participation Score), the Bid to be submitted by the Bidder may, upon demonstrating compliance with the mandatory criteria of the RFP, qualify for award of an Indigenous Participation Score of 0 to 2 (see appendix 2 for calculation), based upon the information contained herein, namely:
  - (a) A Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) holds an Economic Interest in the Bid, and the said Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) thereby eligible for an Indigenous Participation Score is: [insert names of the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies)]  
  
(check one of items (b), (c), or (d))
  - (b) ☐ The Bidder is a Qualifying Indigenous Community or Qualifying Indigenous Entity
  - (c) ☐ The Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) holds an Economic Interest in respect of the applicable Bidder of greater than or equal to twenty five percent (25%) and less than fifty percent (50%), as per Appendix 2 to Annex A of the RFP. The total Economic Interest held by the Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) in respect of the applicable Bidder is \_\_\_\_%
  - (d) ☐ The Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) holds an Economic Interest in respect of the applicable Bidder of no less than fifty percent (50%), as per Appendix 2 to Annex A of the RFP. The total Economic Interest held by the Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) in respect of the applicable Bidder is \_\_\_\_%
- 3 Pursuant to the Statement of Requirement in Annex A of the RFP, notwithstanding anything else set forth herein, that at all times until at least the third anniversary of the Commercial Operation Date, the total Economic Interest in the Contractor that is held by one or more one or more Qualifying Indigenous Communities or Qualifying Indigenous Entities will not be less than the commitment.

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**AND I MAKE THIS SOLEMN DECLARATION conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath by virtue of the *Canada Evidence Act*.**

Name of Declarant <u>[insert name of declarant]</u>	Declared this __ day of ____, 20XX
Signature of Declarant	

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**Exhibit A**

**REGISTER(S) OF SHAREHOLDERS, MEMBERS, ETC.**

**If the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) holds a direct Economic Interest in the Bidder:**

[Where the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) holds a Direct Economic Interest in the Bidder, attach the register(s) of shareholders or equivalent, that lists the respective shares or equivalent held by the shareholders, etc., in the Bidder.]

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**Exhibit B**

**ORGANIZATIONAL CHART OF THE QUALIFYING INDIGENOUS COMMUNITY(IES) OR QUALIFYING  
INDIGENOUS ENTITY(IES) INDIRECT ECONOMIC INTEREST IN THE BIDDER**

[This chart is only required where the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies)'s Economic Interest in the Bidder is an indirect Economic Interest.]

Attach an organizational chart showing the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies)'s indirect Economic Interest in the Bidder including ALL intermediate entities between the Bidder and the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) through which the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) holds its indirect Economic Interest in the Bidder.

On the chart, for the Bidder and each intermediate entity(ies) up to the entity(ies) in which the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) holds an indirect Economic Interest, show (1) the total securities (e.g. shares, partnership units, etc.) issued by the entity(ies), (2) the total securities issued to the Qualifying Indigenous Community(ies), Qualifying Indigenous Entity(ies), or other entity(ies) through which the indirect Economic Interest is held, as applicable, and (3) the percentage indirect Economic Interest held by the Qualifying Indigenous Community(ies), Qualifying Indigenous Entity(ies), or other entity(ies) through which the Qualifying Indigenous Community(ies) or Qualifying Indigenous Entity(ies) holds its indirect Economic Interest, as applicable.]

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## ANNEX B

### BASIS OF PAYMENT

*The following instructions will not be included in the resulting contract.*

#### 1.0 Price Statement Instructions

This Section outlines the selection process for all the bids and REC Projects that have fulfilled all mandatory criteria and have undergone Indigenous participation scoring, in accordance with the procedures set out below. Only bids and REC Projects that proceed to this stage will have the Price Statement assessed.

#### 1.1 Accuracy of Price Statement

The values to be set out in the Price Statement in Appendix 1 must be entered in numeric form using the format provided herein, without further information, condition or qualification whatsoever. Any deviation from the above requirement, whatsoever, including, but not limited to, the provision of a price range, conditional price, qualified price, or an incomplete price, a range of values, conditional values, qualified values, incomplete values, or the provision of escalation or indexing will result in the rejection of the bid.

The bidder shall be wholly responsible for the Price Statement.

None of the financial parameters provided in the Price Statement will be subject to any escalation or indexing.

#### 1.2 Adjusted REC Price

Each REC Project included in a bid will be assigned an "Adjusted REC Price" which shall be calculated as follows:

Adjusted REC Price =  $(1 - (0.05 \times \text{Indigenous Participation Score})) \times \text{REC Price}$

#### 1.3 Final Stack and Contractor Selection

### FINAL STACK

Canada's Procurement Target is 128,000 RECs per year. Canada aims to award contracts in a manner that will bring it as close to this Procurement Target as possible.

Canada is requesting that Bidders provide the maximum REC volume that the Bidder is offering to supply to Canada within the Price Statement. Canada may award a contract to the successful Bidder(s) for any amount up to the maximum REC volume set out in the Price Statement. The volume of RECs purchased from successful Bidder(s) will be determined using the formula set out below.

In order to determine the order of contract award, Canada will place the eligible bids in a Final Stack. For this Final Stack, Canada will use the Adjusted REC Price. In the Final Stack, Canada will rank each REC Project progressively from the lowest Adjusted REC Price to the highest Adjusted REC Price. Canada will use the maximum REC volume of each bid in the Final Stack as described in the Contractor Selection Process below.

Canada will use the following table to create the Final Stack:

FINAL STACK			
Bid Rank	Bidder Name	Adjusted REC Price (\$)	Maximum Estimated RECs
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

### CONTRACTOR SELECTION

Canada will follow the steps outlined below in the contractor selection process:

1. Canada will award contract(s) to the Bidder with the lowest Adjusted REC Price, up to the maximum volume of the bid, until Canada's Procurement Target is met.
2. If Step 1 does not result in meeting the Procurement Target, the remaining bids will be considered for award, in order of lowest Adjusted REC Price, until the Procurement Target is achieved.
3. Canada reserves the right to contract up to 128,000 RECs.

*Note: If requirement EP959-211993/A (PSAB set-aside for Renewable Energy Certificates) results in the successful award of a contract, or contracts, Canada will reduce the Procurement Target for this requirement by up to 5 percent (6,400 RECs) to maintain the overall required volume of 128,000 REC's annually.*

### CONTRACTOR SELECTION EXAMPLE

The example below is provided for illustrative purposes only and is not a reflection of Canada's intended or desired prices or volumes for the procurement process. Bidders should not use the information provided here in formulating their own bids.

#### EXAMPLE

FINAL STACK				
Bid Rank	Bidder Name	Adjusted REC Price (\$)	Actual REC Price (\$)	Maximum Number of (RECs)
1	Bidder A	\$20	\$22	88,000
2	Bidder B	\$22	\$24	25,000
3	Bidder C	\$25	\$25	20,000
4	Bidder D	\$27	\$28	10,000
5	Bidder E	\$28	\$30	10,000

In this example, contracts would be considered for Bidder A and Bidder B for the maximum volumes offered (88,000 RECs and 25,000 RECs), which would result in an overall volume of 113,000 RECs. This

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would leave a volume of 15,000 RECs between the overall volume (113,000) and the Procurement Target (128,000).

As per Step 2 in the outline above, Canada will consider the remaining bids in ranking order. Bidder C's maximum volume (20,000 REC's), when added to the overall volume (113,000 REC's) would exceed the Procurement Target. Bidder C will be given the opportunity to continue with its bid for a reduced REC volume of 15,000 RECs to meet the Procurement Target. Bidder C will be given the option to withdraw its bid should providing the reduced volume not be operationally feasible. Should a bid be withdrawn, Canada will continue to the next Bidder in Bid Rank Order until the Procurement Target is achieved.

## APPENDIX 1

### PRICE STATEMENT

All capitalized terms and acronyms used in these instructions and the Price Statement, have the meanings ascribed to them in the RFP.

#### Instructions applicable to Price Statement

- Bidders must complete one Price Statement per bid. If multiple REC Projects are included within one bid, the Bidder must submit only one Price Statement for all Projects.
- This Price Statement must be completed in its entirety.
- The pages of this Price Statement should be kept together in the bid in sequential order.
- Information provided in this Price Statement should be consistent with the information otherwise provided in the bid.

#### Firm Pricing from December 31, 2022 to December 31, 2042

Price Statement			
No.	Information Item	Content Information Required	Units
1	Maximum number of RECs being offered	_____	MWh
2	REC Price	\$ _____	\$/REC (up to four decimal places considered)

#### Quarterly Settlements and Supply Payments

The Generator must, calculate a Quarterly Supply Payment for each Settlement Quarter.

The Quarterly Supply Payment for each settlement quarter during the Supply Period shall be an amount equal to the amount of RECs transferred to Canada in that quarter multiplied by the REC Price.

#### Quarters:

1 <sup>st</sup> quarter:	01 April to 30 June
2 <sup>nd</sup> quarter:	01 July to 30 September
3 <sup>rd</sup> quarter:	01 October to 31 December
4 <sup>th</sup> quarter:	01 January to 31 March



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## **ANNEX C**

### **RENEWABLE ENERGY CERTIFICATE SUPPLY CLAUSES (RECSC)**

#### **ARTICLE 1: INTERPRETATION**

##### **1.1 Currency**

In this Agreement, all references to dollar amounts are in Canadian dollars.

#### **ARTICLE 2: DEVELOPMENT OF THE FACILITY**

##### **2.1 Connection Requirements**

- (a) The Generator shall arrange, at its sole expense, for all Facility connection requirements in accordance with Applicable Law to permit the Delivery of Renewable Electricity to the Connection Point.
- (b) The Generator shall be entitled to any incentives applicable to the Facility, if available, and such incentives shall not be assigned to or paid to Canada under this Agreement. The Generator agrees that ongoing receipt of applicable incentives is not guaranteed, and the Generator carries all of the risk associated with any cancellation of or changes to any incentives.

##### **2.3 Target COD**

- (a) The Generator shall use Commercially Reasonable Efforts to attain Commercial Operation of the Facility by Target COD. If the Generator fails to achieve commercial operation by Target COD, the Supply Period shall be shortened for each day of delay on a day-for-day basis.
- (b) Should the Generator fail to achieve the annual number of RECs specified in Annex B – Basis of Payment, the Generator must provide equivalent RECs from an alternative source in Canada. Any costs savings achieved from acquiring RECs must be transferred to Canada as a bill credit. Canada will not reimburse the Generator for any additional costs associated with the acquiring replacement RECs.

##### **2.4 Generation Prior to Target COD**

If any RECs are generated by the Facility prior to the Commercial Operation Date or in excess of the volume of RECs being purchased pursuant to this Agreement, the Generator shall, with respect to any such RECs which are generated prior to the Earliest Supply Payment Date or in excess of the purchased volume, be entitled to retain all REC revenues.

#### **ARTICLE 3: OPERATION OF THE FACILITY**

##### **3.1 Operation Covenants**

- (a) The Generator shall own or lease the Facility during the Term, provided that the Generator shall at all times during the Term own the Generating Equipment.
- (b) The Generator shall operate and maintain the Facility during the Supply Period such that the REC contract volume of the Facility is maintained.

- (c) The Generator shall operate and maintain the Facility during the Supply Period of the agreement using Good Electric Industry Practice-
- (d) The Generator shall connect the Facility exclusively to the Connection Point, and shall Deliver all required Electricity through the Connection Point.
- (e) The Generator shall be solely responsible for operating and maintaining the Facility, including obtaining and maintaining in good standing all Governmental Approvals required under Applicable Law, and for all costs, expenses, liabilities and other obligations associated therewith.
- (f) The Generator covenants and agrees that the Facility shall not utilize any source of fuel other than wind or sunlight for the generation of the Electricity as governed by this agreement.

#### **ARTICLE 4: ADDITIONAL COVENANTS OF GENERATOR**

##### **4.1 Reporting Requirements**

- (a) The Generator must notify Canada, in writing, as soon as it becomes aware of the occurrence of any events, or the existence of any facts or circumstances, which would materially impact the Generator's ability to perform any of its obligations under this Agreement;
- (b) Following the commencement of construction date and continuing until the Commercial Operation Date, the Generator shall provide Canada with:
  - i. Quarterly progress reports describing the status of efforts made by the Generator to meet the Target COD; the progress of the design and construction work; the status of Governmental Approvals relating to the Project; and the progress of all applicable reportable events
  - ii. a report as soon as it becomes aware of any material adverse change in respect of the credit quality or financial position of any designated equity provider since the date of the last financial statements delivered prior to the execution of this Agreement.
- (c) The Generator shall, throughout the Term of this Agreement, provide Canada with:
  - i. notice of any incident, event or concern that could have an adverse effect on the Generator or an adverse effect, on the Generator's ability to comply with the requirements of this Agreement, promptly and, in any event, within ten (10) Business Days following the later of:
    - (A) the Generator becoming aware of any such incident, event or concern occurring or arising; and
    - (B) the Generator becoming aware of the materiality of same, with such timing in each case based upon the Generator having acted in accordance with Good Electric Industry Practice;
  - ii. while the Indigenous participation requirement is in effect, notice in the form of any change in the Indigenous participation level;
  - iii. any other reports which Canada, acting reasonably, may from time to time request regarding the performance of the Generator's obligations under this Agreement; and a response delivered in a timely manner to any reasonable inquiry made by Canada in relation to this Agreement.

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## ARTICLE 5: RENEWABLE ATTRIBUTES AND RELATED PRODUCTS

### 5.1 Renewable Attributes

- (a) The Generator will have the Renewable Attributes certified as RECs using the UL ECOLOGO Standard for Sustainability for Renewable Low-Impact Electricity Products or equivalent, as pre-approved by Canada.
- (b) During the Term, the Generator hereby transfers and assigns to, or to the extent transfer or assignment is not permitted, holds in trust for, Canada; following which, Canada shall thereafter retain, all rights, title, and interest in the RECs generated by the Facility and purchased by Canada pursuant to this agreement,. The Parties acknowledge and agree that, in any Settlement Quarter the value of the consideration payable by Canada for the RECs transferred to, assigned to or otherwise held in trust for Canada pursuant to this Agreement shall be equal to the Quarterly Supply Payment for such Settlement Quarter.
- (c) The Generator shall, on an annual basis, take all such actions and do all such things necessary to effect the transfer and assignment to, or holding in trust for, Canada, all rights, title, and interest in all RECs as set out in Section 5.1(a).
- (d) The Generator shall take all such actions and do all such things necessary for the Generator to certify, obtain, qualify, and register RECs that are generated by or associated with the Facility during the Term for the purposes of transferring such RECs to Canada in accordance with Section 5.1(a). Such directions under this Section 5.1(c) may, at Canada's election, include registering any such RECs in the name of Canada, or transferring or depositing any such RECs to accounts as directed by Canada.
- (e) The Generator shall be wholly responsible for all costs associated with complying with the requirements specified in this Section 5.1.
- (f) All RECs generated at or by the Facility in excess of the contract capacity shall belong to the Generator. If the Generator is unable to supply Canada with the annual contract capacity of RECs from the REC Project(s), the Generator will purchase, from the REC market, RECs from Wind or Solar electricity generation that was constructed within the last five years from when the RECs are purchased to meet the annual REC contract capacity.

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## ANNEX D

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) – Labour's website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

**OR**

- ☐ B2. The Bidder is a Joint venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)