



**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

**SOLICITATION AMENDMENT  
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise  
indicated, all other terms and conditions of the Solicitation  
remain the same.

Ce document est par la présente révisé; sauf indication contraire,  
les modalités de l'invitation demeurent les mêmes.

**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>Amendment No. - N° modif.</b> 003
<b>Client Reference No. - N° de référence du client</b> EP959-211948	<b>Date</b> 2021-02-09
<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 2021-02-24</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>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b>	<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>

**This amendment, No. 003, is raised to revise solicitation EP959-211948/A, as follows:**

This solicitation amendment includes:

- A list of questions and responses (numbering continued from Amendment 002)
- Revisions to be applied to the solicitation document

### QUESTIONS AND RESPONSES

No.	Question	Response
48	Is a Parental Guarantee from the bidder's investment grade parent company a suitable form of security deposit per section 7.12?	A parental guarantee cannot be accepted as a form of security deposit as per Section 7.12 of the RFP.
49	Can the Aboriginal equity interest requirement be met by providing the Aboriginal entity an irrevocable right to acquire this interest following the notification of project selection and before contract execution; otherwise, the partnership agreements, company registrations, and associated Aboriginal community approvals will likely limit participation in the tender to projects that already have this equity requirement achieved.	For solicitations EW038-210082/B and EP959-211948/A, PWGSC has made some modifications to the instructions for Annex A, Appendix 8: Indigenous Participation Project Declaration to allow additional time for agreements between Bidders and Indigenous communities or entities.  <i>See RFP Revision 1, which follows this list of questions and responses.</i>
50	Does PWGSC have an example letter of credit that outlines the desired wording from the Government in addition to the criteria set out in SACC Manual Clause E0008C?	PWGSC does not have an example letter of credit. The requirements for the contract security deposit are included in SACC Manual Clause E0008C: Security Deposit Definition: Contract.
51	To receive Indigenous participation scoring, does the applicant need to be Indigenous from an equity perspective, or will other forms of partnerships be considered. I.e. would Indigenous debt be acceptable?	For solicitations EW038-210082/B and EP959-211948/A, the bidder does not need to be an Indigenous entity to qualify. However, there is a mandatory minimum level of 25 percent Indigenous Economic Interest that must be achieved. The Bidder can receive an Indigenous participation score by surpassing this mandatory minimum. Indigenous participation, however, will only be measured in terms of Economic Interest, as defined in Appendix 2 to Annex A of the respective RFP. Other forms of Indigenous participation will not be

		considered for the purposes of qualifying to meet the mandatory minimum for Indigenous participation or for Indigenous participation scoring.
52	Is it fair to say the PPA will be a combination of the Solar Electricity Supply Clauses in the RFP combined with the government's Standard Acquisition Clauses & General Conditions - Higher Complexity?	This is correct. The resulting contract between Canada and the successful contractor will incorporate the General Conditions and the standard clauses found in Part 7 of the respective RFP with all of the relevant Annexes, including the Solar Electricity Supply Clauses (or Renewable Energy Certificates Supply Clauses, as applicable) in Annex C.
53	Would PSPC release a proponent's Bid Bond if the bidder withdrew their bid in advance of the project selection (bid award) date (est. May 27)?	In accordance with <i>SACC Manual</i> Clause E0003T (2014-09-25), Canada will return all non-forfeited security deposits to unsuccessful bidders, including those that have withdrawn prior to contract award, after contract award, and to the successful Bidder upon receipt of the required contract financial security. As per <i>SACC Manual</i> Clause E0003T, forfeiture would occur in a situation where a successful bidder refuses to enter into contract.
54	<p>What are the general conditions for having one's Bid Bond reimbursed should a proponent not be able to meet a RFP condition? There doesn't seem to be a clear description of excusable default or any Force Majeure clauses in the standard form of contract or the SESC or RECSC clauses. We found a reference to "excusable delay" in the standard form of contract, but this seems quite vague. For example:</p> <p>a. If a proponent's transmission capacity was reduced by the AESO as part of the Alberta interconnection process before the bid award, would this be excusable and sufficient reason to allow the proponent to withdraw its bid and cancel its Bid Bond?</p> <p>b. If a proponent's transmission capacity was reduced by the AESO as part of the Alberta interconnection process after the bid award, would this be excusable and sufficient reason to allow the proponent to withdraw and cancel its Bid Bond (or the equivalent</p>	<p>In accordance with <i>SACC Manual</i> Clause E0003T (2014-09-25), Canada will return all non-forfeited security deposits to unsuccessful bidders, including those that have withdrawn prior to contract award, after contract award, and to the successful Bidder upon receipt of the required contract financial security. As per <i>SACC Manual</i> Clause E0003T, forfeiture would occur in a situation where a successful bidder refuses to enter into contract.</p> <p>a. For this example, as per <i>SACC Manual</i> Clause E0003T, the bidder will have withdrawn prior to contract award, and will therefore have its bid bond returned upon contract award.</p> <p>b. This example includes a discrepancy in the terms used. As per <i>SACC Manual</i> Clause E0003T, on contract award, the bid bond will be returned to the successful contractor, upon the contractor providing the required contract security deposit. Once a contract has been awarded, the contractor must provide the contract security deposit. Should the contractor fail to meet any of the mandatory requirements of the contract,</p>

	Financial Security, if the contract had been executed at that time)?	Canada may take action, in accordance with the General Conditions of the contract.
55	<p>Based on our review of the above solicitations, we believe that bidders are required to demonstrate a minimum of 25 per cent of economic interest is held by a qualifying Indigenous community or entity.</p> <p>If this is the case, can you please advise if proof of the existence of a SPV outlining the interest share of the Bidder and the qualifying Indigenous community or entity is required as part of the submission, or if completion of Appendix 8 is all that is needed to meet the requirements of the bid.</p>	<p>The bidder must provide all documentation identified as mandatory within Annex A, Appendix 8: Indigenous Participation Project declaration, including Exhibit A. Additional documentation is not required, however, if the Bidder feels it helps to clarify the relationship between the bidder and the Qualifying Indigenous Community and/or Qualifying Indigenous Entity, the Bidder may include this with the bid. Canada reserves the right to request additional supporting documentation if required during the course of the evaluation.</p> <p>If the bidder has created a Special Purpose Vehicle (SPV) with the Indigenous participant, this information may be provided in Exhibit A to Appendix 8 to Annex A.</p>
56	Why did PSPC choose solar only for the Alberta New Solar Electricity Generation requirements?	The choice to go Solar only for the Alberta New Solar Electricity Generation requirements was based a various factors derived from: consultation with Government of Alberta, the RFI, and expert consultation.
57	Would PWGSC consider extending the current RFP submission deadline? Having 30 days to negotiate with a First Nation/Indigenous group, achieve a commercial agreement, sign a MOU or similar agreement is a very tough requirement. RWE would like to participate, but from our experiences in other markets with similar requirements, there was a much longer lead time, as these structures are quite complex.	<p>The solicitation closing date has been extended to 2021-02-24 as per Solicitation Amendment 001. For solicitations EW038-210082/B and EP959-211948/A, PWGSC has made some modifications to the instructions for Appendix 8: Indigenous Participation Project Declaration to allow additional time for agreements between Bidders and Indigenous communities or entities.</p> <p><i>See RFP Revision 1, which follows this list of questions and responses.</i></p>
58	Are there any restrictions with respect to what the generators able to do with the energy if we are granted a REC-only contract?	The successful bidder must adhere to all of the mandatory requirements stated in the RFP and resulting contract. There are no restrictions with respect to energy sales or contracting for RECs-only contracts.

59	<p>With regards to the finance-ability of the renewable energy project: Most renewable projects in Canada are financed by a combination of owner's equity and debt raised from financial institutions such as banks. Raising debt allows a project to reduce the weighted financial return and provide a far more competitive price to this tender. All PPAs in Canada have 'Lenders Provisions' such that in the event of a default by the project operator or equity participant, the lenders is given various step-in rights to cure any default and ensure that any Power Purchase Agreements (such as that by the Government of Canada) remains entirely in force for the full term. Within your standard contract terms (SACC 2030 2020-05-28) nor the special SESC or RESSC terms do we see any Lenders Provisions. Will Canada be willing to agree market-acceptable Lenders Provisions for any awarded Party and allow a return of the bid bond if suitable provisions are not agreed?</p> <p>This question is important in light of the significant Bid Bond requirement, which would be forfeited if the project was not financeable.</p>	<p>Canada cannot accept modifications to the standard terms of the contract, including General Conditions 2030 - General Conditions - Higher Complexity - Goods.</p> <p>In regards to forfeiture of the bid bond, as per SACC Manual Clause E0003T (2014-09-25), forfeiture would occur in a situation where a successful bidder refuses to enter into a contract. In accordance with SACC Manual Clause E0003T, Bidders that are not successful, including those that have been deemed non-compliant with the mandatory requirements and those that have withdrawn prior to contract award, will have their bid bond returned.</p>
60	<p>What exactly does the term "Assured Site Control" mean? Please confirm that the declaration of Assured Site Control can be made by a company officer (rather than counsel).</p>	<p>The reference to, "assured Site Control," in the Statement of Requirement in Annex A, means that the site control must be confirmed by the Bidder as per Mandatory Criterion 1.3 (Site Control) of Appendix 2 to Annex A and within the Bidder's response to Appendix 5: Confirmation of Site Control. The declaration in Appendix 5 must be signed by a representative of the bidder, but does not need to be signed by legal counsel.</p>
61	<p>Can the target volume reduce annually to account for normal course degradation of the solar panels?</p>	<p>As per Section 3.1(b) of Annex C: Solar Electricity Supply Clauses, the Generator shall operate and maintain the Facility during the Supply Period such that the Estimated Annual Energy of the Facility is maintained. It is the Contractor's responsibility to ensure that the Estimated Annual Energy is supplied over the course of the agreement, including taking measures to</p>

		counteract normal course degradation of the solar panels.
62	Per section 5.4 of the Standard Instructions – Goods and Services, as amended via Section 2.1 of the RFP, it is our understanding that the bid remains open for acceptance for 180-days following the closing period. As the Closing Date is February 16, 2021 does this mean the latest our project and associated bid bond could be tied up by the Federal government is August 15, 2021?	The bid validity period referenced in Section 2.1 of the RFP indicates the term for which a bid will be valid and a contract awarded. Should the bid validity period expire without a contract being awarded or without an extension granted to the bid validity period, PWGSC would be unable to award a contract. If the bid validity period expires without a contract being awarded, bid bonds will be returned to all bidders.
63	Regarding Financial Capability Requirements noted in Form A9033T: a. If the Bidder and the ultimate parent are private entities, would the requirement in f) be applicable? if so, what exactly is meant by “Bidder’s activities”? Would it be the activities related to the specific project(s) that we are bidding into this RFP or all activities of the business? b. If the Bidder or the ultimate parent of the Bidder have not entered into short-term financing with a financial institution, would is this section applicable?	a. The intent of SACC Manual Clause A9033T (2012-07-16) is to allow Canada to confirm that the Bidder has the financial capability to fulfill this requirement. As per the clause, the Bidder must provide the documents specified in Items 1(a) through 1(g) if a request has been made by the Contracting Authority. As per Item 3 of the clause, if the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Any documentation requested should address the entirety of the Bidder's business. b. This section applies to all Bidders.
64	Regarding Section 6.2 Bid Security: a. Could you confirm whether the bonding company needs to be licensed in (1) the jurisdiction of the project or (2) the jurisdiction of the bidder (if the bidder is registered in a different province than the project) or (3) the jurisdiction identified in the Destination of Goods, Services and Construction in the RFP? b. Treasury Board Contracting Policy, Appendix L includes 3 lists of acceptable bonding companies: Canadian Companies, Provincial Companies, and Foreign Companies. We assume those companies listed in the Canadian Companies list can issue a surety in any Canadian province. Is this correct? c. Is the bonding company required to be licensed to provide a certain type of insurance for it issue a surety as part of this	a. As per Treasury Board Contracting Policy, Appendix L, for those companies listed as provincial companies under Item 2, surety bonds issued by the companies may be accepted, provided that the contract of suretyship was executed in a province in which the bonding company is licensed to do business. The provinces in which these companies are licensed to do business are listed in Appendix L. b. The companies listed under Item 1 of Appendix L are licensed to do business throughout Canada. c. Those bonding companies listed in Appendix L have been deemed acceptable by Treasury Board. Further scrutiny of these companies is not required. d. Canada cannot review any of the requirements of the RFP, including the bid financial security, prior to the solicitation closing date. Bid financial security must be compliant

	RFP? d. Would Canada accept and review a surety in advance of the RFP deadline to ensure that it satisfies all necessary requirements?	with the requirements detailed in Section 6.2: Bid Financial Security of the RFP.
65	Standard Instructions - Goods or Services - Competitive Requirements 05.8 indicates that a bid cannot be assigned or transferred in whole or in part. Following award of a contract, is the successful bidder permitted to assign the PPA to another legal entity (e.g., a special purpose vehicle created for the project)?	As per the applicable General Conditions (2030 - Higher Complexity - Goods), Article 29: Assignment, the Contractor must not assign the Contract without first obtaining the written consent of the Contracting Authority. Any assignment made without that consent is void and will have no effect. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee. Assignment of the Contract does not relieve the Contractor from any obligation under the Contract and it does not impose any liability upon Canada.
66	The General Conditions - Higher Complexity - Goods allow the Government to terminate a contract for convenience prior to the completion of work. Could you clarify if/how this provision applies to the current procurements?	The General Conditions 2030 - Higher Complexity - Goods allow Canada to terminate a contract for convenience. This is a standard condition of Government of Canada contracts. Without limiting the general nature of this clause, one example of a scenario where this clause could be used is in the event of a situation where the work, or a portion of it, is no longer required.
67	With respect to Section 6.2 Bid Financial Security: We understand the bid bond will be returned to unsuccessful bidders, as well as to successful bidders after a contract has been awarded and the associated financial security is posted. Are there any other circumstances where the bid bond would be returned to the bidder?	This question has been addressed within Solicitation Amendment 003. The response within that amendment is as follows: In accordance with SACC Manual Clause E0003T, Canada will return all non-forfeited security deposits to unsuccessful bidders, including those that have withdrawn prior to contract award, after contract award, and to the successful Bidder upon receipt of the required contract financial security. As per SACC Manual Clause E0003T, forfeiture would occur in a situation where a successful bidder refuses to enter into contract.
68	Following the submission deadline, are bidders able to withdraw their bids under any circumstances? If yes, please clarify the circumstances where this is allowed and the associated deadlines.	Bidders may withdraw their bids without penalty, prior to contract award, for any reason.
69	My corporation is a 100% owned and operated first nation business (i.e. not a	Yes, an Indigenous business would be considered a Qualifying Indigenous Entity, in accordance

	Band or Community), does it qualify as “qualifying Indigenous Entity”?	with the definition for the term provided in Appendix 1 to Annex A.
70	Any submission that does not demonstrate a minimum 25% economic interest by a “Qualifying Indigenous Entity” will be deemed “Non-Compliant” and dismissed from any further evaluation?	As per Mandatory Criterion 1.6 in Appendix 2 to Annex A, 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. Any bid that does not satisfy all of the mandatory criteria, will not be evaluated further and the bid will be deemed non-compliant.
71	<p>If my corporation which is a 100% owned, operated and registered First Nation business, enters into an agreement with a non-Indigenous entity where by the corporation (ABC Corporation) becomes 50% owned by a First Nation person and 50% owned by a non-Indigenous entity, does it qualify as 50% Indigenous participation?</p> <p>a. Do the proceeds of ABC Corporation have to be split 50%/50% to qualify as economic interest?</p> <p>b. Do the proceeds of ABC corporation have to be split 50%/50% to qualify as an indigenous entity?</p> <p>c. Does this new corporate structure need to be in place at time of tender?</p>	<p>Yes, the scenario described demonstrates 50% Indigenous participation for the purposes of this solicitation process.</p> <p>a. In accordance with the definition for Economic Interest in Appendix 1 to Annex A, Economic Interest is the right to receive any payments from, and an exposure to a risk of loss by the business. Therefore, an Indigenous partner of a non-Indigenous Bidder would need to receive 50% of the proceeds for the Bidder to qualify as having a 50% Indigenous participation level as per Point-Rated Criterion 2.1 in Appendix 2 to Annex A.</p> <p>b. As per the definition in Appendix 2 to Annex A, a Qualifying Indigenous Entity must be wholly-owned by a First Nation, Métis Settlement or the Métis Nation. In this example, ABC Corporation is not a Qualifying Indigenous Entity. Its Indigenous partner, as a 100% Indigenous-owned-and operated business, is a Qualifying Indigenous Entity.</p> <p>c. As per Solicitation Amendment 003, the Bidder has two options for completing Appendix 8: Indigenous Participation Project Declaration. One allows for full completion of the Appendix at the time of bid close, the other allows for a declaration of the percentage of the Indigenous partnership at the time of bid close, and the submission of supporting documents no later than March 19, 2021 (see Solicitation Amendment 003).</p>
72	Can you please confirm that the 10% price reduction is for evaluation purposes only and does not affect the final contract value?	The Adjusted Strike Price indicated in Annex B, Section 1.2 of solicitations EW038-210082/B and EP959-211948/A will be applied for evaluation purposes only. For any successful Bidder, the

		non-adjusted strike price provided in the Price Statement in Annex B will form the contract price.
73	For solicitations EP959-211948/A and EP959-211993, projects outside of Alberta do/may not require a utilities permit to construct and operate. Can you confirm what would be considered an equivalent milestone for projects in jurisdictions that do not require Utilities Permits (perhaps listing equivalent per province if possible)? For jurisdictions with no utilities permit requirement, will the same deadline apply (i.e., 3 months after contract award)?	The Utilities Commission Permit or equivalent demonstrates that the Generator/REC Project is authorized to connect to and operate on the Provincial/Territorial utility grid. If the Province/Territory does not require a Utilities Commission Permit or equivalent, the Generator must demonstrate that the REC Project is authorized to connect to and operate on the Provincial/Territorial electricity grid.  Proof of this authorization where no Utilities Commission Permit or equivalent exists is required within the 3 month deadline.
74	For solicitations EP959-211948/A and EP959-211993, can you please confirm whether PWGSC has preference for generation location (by province)? How does the location of a generator province weigh in the PWGSC's Bid selection (if so)?	PWGSC does not have a preference. The generator must be located in Canada. The location will be evaluated on a pass/fail basis.
75	Can you confirm exactly what forms/sheet format the Bidder should use when submitting the bid? For example, page 63 of 67 of the original RFP document is Appendix 1 – Price Statement. A table is included within the document with 3 rows and 4 columns where the bidder is to enter the REC price. In the bid package, should the bidder extract the table and copy/paste, create a new table within in their own Bid document (ex. creating the same table within a new MS Word document)? Or should the Bidder extract the PDF page from the RFP document and use the exact document in its submission? This example would apply to similar instances throughout the RFP document and the requirements the RFP document requests.	It is suggested that the bidders use the tables and forms embedded throughout the solicitation document. Bidders may use the tables included in the solicitation document and submit in PDF format or extract the tables and submit as a word document so long as it contains the same information. The Bidder may not modify the content in any way that would change its meaning. Doing so would result in the bid being deemed non-compliant.
76	Can you please provide confirmation on exactly how you want the want the bid separated (ex. confirm the requested table of contents and its preferred order?). Should each item and/or Section be included in different files? Per our current	Bid Preparation Instructions are detailed in Part 3 of the solicitation. PWGSC does not see any issues with the bidders proposed format. The individual sections may be submitted as one documents or split up into parts. PWGSC preference would be that the individual sections

understanding of the order of requested forms, documentation (see below).	(Section I: Technical Bid, Section II: Financial Bid and Section III: Certifications) be submitted as one document, however failure to submit the preferred way will not render a bid non-responsive.
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Diagram for Question 76:

<b>Section I: Technical Bid</b>	
<b>Section I: Technical Bid</b>	<b>Per -</b>
Form - Bidder Information	1.1 Bidder Information
Form - REC Project Profile	1.2 REC Project Profile
Form - CONFIRMATION OF SITE CONTROL	1.3 Site Control
Site Diagram	EXHIBIT A to APPENDIX 4
Project Plan	1.4 Project Plan
Comparable Facility Experience	1.5 Comparable Facility Experience
Indigenous Participation Project Declaration	1.6 Minimum Indigenous Participation
Indigenous Participation Project Declaration	Exhibit A (or Exhibit REGISTER(S) OF SHAREHOLDERS, MEMBERS, ETC.
Indigenous Participation Project Declaration	Exhibit B ORGANIZATIONAL CHART OF THE QUALIFYING INDIGENOUS COMMUNITY(IES) OR QUALIFYING INDIGENOUS ENTITY(IES) INDIRECT ECONOMIC INTEREST IN THE BIDDER
Documentation associated with - A9033T	6.1 Financial Capability
Bid Bond Form - PWGSC-TPSGC 504	6.2 Bid Financial Security
Bid Financial Security	6.2 Bid Financial Security

  

<b>Section II: Financial Bid</b>	
<b>Section II: Financial Bid</b>	<b>Per -</b>
Price Statement	Annex B - Basis of Payment

  

<b>Section III Certifications</b>	
<b>Section III: Certifications</b>	<b>Per -</b>
Integrity Declaration Form	5.1.1 Integrity Provisions - Declaration of Convicted Offences
Integrity Provisions - Required Documentation	5.2.1 Integrity Provisions - Required Documentation
Federal Contractors Program for Employment Equity - Bid Certification	5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

**RFP REVISIONS**

1. **DELETE** Page 52, which includes the Bidder instructions for Appendix 8 to Annex A.

**INSERT:**

*See the following pages.*

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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 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.

#### Option 1:

If the Bidder's Economic Interest agreement with a Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) is in place prior to the solicitation closing date, the Bidder is instructed to complete the form entitled "Form - Indigenous Participation Project Declaration" and include it with their bid.

#### Option 2:

If the Bidder's Economic Interest agreement with Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) is not in place prior to the solicitation closing date, the Bidder must provide the declaration below for each REC Project included in its bid. This declaration must be submitted at the solicitation closing date. The bidder must then submit the completed form entitled "Form - Indigenous Participation Project Declaration" to the Contracting Authority, by email, no later than March 19, 2021 at 23:59:59 MST.

### ECONOMIC INTEREST DECLARATION

The Bidder declares their intent to enter into an agreement with a Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) and submit the required documentation to the Contracting Authority by the mandatory deadline of March 19, 2021 at 23:59:59 MST.

The total Economic Interest held by the Qualifying Indigenous Community(ies) and/or Qualifying Indigenous Entity(ies) with respect of the applicable Bidder will be equal to \_\_\_\_\_% (*percentage must be inserted by Bidder*).

I acknowledge my understanding of the following:

- The percentage indicated in this declaration will be used to determine the Indigenous Participation Score of my bid.
- Failure to complete and submit the form entitled "Form - Indigenous Participation Project Declaration" to the Contracting Authority by email before the deadline of March 19, 2021 at 23:59:59 MST will render my bid non-responsive.
- Surpassing the percentage indicated in this declaration will not result in an increased Indigenous Participation Score.
- If the Indigenous participation percentage I have indicated in the form entitled "Form - Indigenous Participation Project Declaration" is less than 25%, my bid will have failed to meet Mandatory Criterion 1.6: Indigenous Participation Percentage (Appendix 2 to Annex A), and will therefore be deemed non-compliant.
- If the Indigenous participation percentage stated in the form entitled "Form - Indigenous Participation Project Declaration" is 25% or greater, but less than the percentage indicated in this declaration, my bid will receive an Indigenous Participation Score of zero (0).
- Canada is not responsible for any email transmission issues and will make no considerations for email received after the deadline.

Name of Declarant:

[insert name of declarant]

Date:

[insert date]

Signature of Declarant:

2. **DELETE** on page 12 of 67 under 4.1.2.2 Project Schedule – Bid:

- 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);

**INSERT:**

- a. Receipt of provincial utilities commission permit (or equivalent), required no later than three (3) months after contract award (contract award is anticipated for May 27, 2021). If the Province/Territory does not require a Utilities Commission Permit (or equivalent), the Generator must demonstrate that the REC Project is authorized to connect to and operate on the Provincial/Territorial electricity grid no later than three (3) months after contract award.

3. **DELETE** on page 17 of 62 under 7.4.2 Project Schedule – Contract

- 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);

**INSERT:**

- a. Receipt of provincial utilities commission permit (or equivalent), required no later than three (3) months after contract award (contract award is anticipated for May 27, 2021). If the Province/Territory does not require a Utilities Commission Permit (or equivalent), the Generator must demonstrate that the REC Project is authorized to connect to and operate on the Provincial/Territorial electricity grid no later than three (3) months after contract award.

**\*\* ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. \***