



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

Manitoba

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 -
Western Region
Victory Building/Édifice Victory
Room 310/pièce 310
269 Main Street/269 rue Main
Winnipeg
Manitoba
R3C 1B3

Title - Sujet Renewable Energy Certificates-PSIB Renewable Energy Certificates - PSIB	
Solicitation No. - N° de l'invitation EP959-211993/C	Amendment No. - N° modif. 004
Client Reference No. - N° de référence du client EP959-211993	Date 2022-08-23
GETS Reference No. - N° de référence de SEAG PW-\$WPG-119-11356	
File No. - N° de dossier WPG-0-43120 (119)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Central Daylight Saving Time CDT on - le 2022-09-23 Heure Avancée du Centre HAC	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Zdan, Tyler	Buyer Id - Id de l'acheteur wpg119
Telephone No. - N° de téléphone (204) 509-5743 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

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

This amendment, 004, is raised to respond to submitted questions.

Questions and Answers:

Question 1: Would Canada consider increasing the maximum RECs volume for this procurement above the current limit of 6,400 RECs annually?

Response 1: Canada intends to procure approximately 6,400 RECs annually (the Procurement Target), under this RFP. Canada may exceed the Procurement Target if the total REC volume of all received bids is greater than 6,400 RECs per year, so long as the received bids: demonstrate compliance with the requirements of this RFP; represent fair value to Canada; and fit within the Government of Canada's funding commitments for the initiative.

The maximum additional volume that may be awarded is 6,400 MWh of RECs, annually, for an overall total of 12,800 MWh annually. Individual bids must not exceed 6,400 MWh of RECs annually.

Question 2: Our company is considering a bid response for the proposed REC opportunity under the PSIB/PSAB. Our company has been a PSAB compliant company for over 20yrs and has been supplying the Federal Government for over 22yrs in a number of different areas.

For the PSIB 5% of this REC opportunity, 6400MWH, would the Government allow our company to put in a bid based on RECs coming from a Canadian National Supplier of Renewable Energy?

Response 2: This RFP has been set-aside under the Procurement Strategy for Indigenous Business (PSIB). Bidders must meet the eligibility criteria for the PSIB program in order to be eligible for contract award, including those provisions which relate to joint ventures, if applicable. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

The intent of the RFP is to award a contract to a bidder that is a clean electricity generator. As per the RFP, there is a series of mandatory requirements that must be met, including but not limited to, site control, a project plan and comparable facility experience. The intent of the resulting agreement is to create new clean electricity generating capacity, therefore, the bidder's project must meet a series of criteria including being a new build, or expansion (but not a redevelopment), attain commercial operation on or before the target commercial operation date of December 31, 2025, and utilize solar or wind energy as the source of fuel to generate electricity. Bidders are instructed to review the RFP to ensure full understanding of the requirement.

Instructions

1. The RFP has been modified in order to address the question and response above. A revised copy of the RFP is available below. All changes are highlighted in yellow.

DELETE the existing RFP, in its entirety.

INSERT the revised RFP, which begins on Page 2 of this solicitation amendment.

***** All other terms and conditions remain the same. *****

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EP959-211993/C
Client Ref. No. - N° de réf. du client
EP959-211993

Amd. No. - N° de la modif.
004
File No. - N° du dossier
WPG-0-43120

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

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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 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) 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.

Within this Request for Proposals (RFP), PWGSC has set-aside a portion of its overall requirement for RECs under the federal Procurement Strategy for Indigenous Business (PSIB). See the Requirement at Annex A and the Basis of Payment at Annex B for further details. Eligibility for this set-aside portion of the requirement will be limited to Indigenous businesses which qualify under the PSIB.

- 1.2.2 This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, refer to [Annex 9.4](#) of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Indigenous peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

1.2.3 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.

1.2.4 This bid solicitation allows bidders to use the CPC 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.

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.

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) (<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](#) (2022-03-29), 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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

PWGSC Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post Corporation's (CPC) Connect service for the subject bid solicitation. The Bidder must send an email requesting to open an CPC Connect conversation to the following address:

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 a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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 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)

(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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder is strongly encouraged to submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The CPC 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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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.

3.1.2 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex D Electronic Payment Instruments, to identify which ones are accepted.

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

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 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 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation 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 the following significant event:
 - a. Target Commercial Operation Date (COD) of no later than December 31, 2025.

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

4.1.3 Financial Evaluation

4.1.3.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price (REC Price) will be recommended for award of a contract.

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 declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) 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-) (<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.

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.

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Set-aside for Indigenous Business

1. This procurement is set aside under the federal government Procurement Strategy for Indigenous Business, For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business, see [Annex 9.4](#), Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii. agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i. () The Bidder is an Indigenous business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
 - ii. () The Bidder is either a joint venture consisting of two or more Indigenous businesses or a joint venture between an Indigenous business and a non-Indigenous business.

4. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.
5. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

5.2.3.2 Owner/Employee Certification - Set-aside for Indigenous Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Indigenous:

1. I am an owner of _____ (*insert name of business*), and an Indigenous person, as defined in [Annex 9.4](#) of the *Supply Manual* entitled "Requirements for the Set-aside Program for Indigenous Business".
2. I certify that the above statement is true and consent to its verification upon request by Indigenous Services Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

5.2.3.3 Set-aside under the Procurement Strategy for Indigenous Business

This procurement is set aside under the federal government Procurement Strategy for Indigenous Business. For more information on Indigenous business requirements of the Set-aside Program for Indigenous Business see [Annex 9.4](#) of the *Supply Manual*.

This procurement is set aside from the international trade agreements under the provision each has for measures with respect to Aboriginal peoples or for set-asides for small and minority businesses.

Further to Article 800 of the Canadian Free Trade Agreement (CFTA), CFTA does not apply to this procurement.

PART 6 - FINANCIAL REQUIREMENTS

6.1 Financial Capability

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

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

In the event that Canada has a requirement for additional RECs and should the Contractor generate a volume of RECs that is in excess of the contracted volume, the parties may mutually agree to 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 RECs 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.

Canada may award more than one contract under this initiative (solicitation process). Should more than one contract be awarded, and should Canada require additional RECs, Canada will first approach the lowest-priced Contractor to determine if excess capacity exists and, if so, how many additional RECs are available. If that Contractor is unable to meet the full requirement Canada will approach the Contractor with the next lowest -price with a similar offer.

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) (<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](#) (2022-05-12), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

7.2.2 Modifications to General Conditions

The General Conditions [2030](#) (2022-05-12), General Conditions – Higher Complexity – Goods are modified as follows:

Under 2030 01 (2016-04-04) Interpretation, "Work":

Insert:

For greater clarity, and without limiting the generality of the foregoing, "Work" includes the delivery of Renewable Energy Certificates.

Under 2030 11 (2014-09-25) Excusable Delay

Insert:

6. Should an excusable delay occur at any time, the **annual quantity of RECs** may be reduced as per a pro rata reduction over the period of Excusable Delay.

Under 2030 31 (2014-09-25) Default by the Contractor:

Delete:

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, terminate for default the Contract or part of the Contract. The termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

Insert:

1. If the Contractor is in default in carrying out any of its obligations under the Contract, the Contracting Authority may, by giving written notice to the Contractor, require the Contractor to cure the default to the satisfaction of the Contracting Authority within the time set out in the written notice, which will not be less than 30 days. If the default is not cured to the satisfaction of the Contracting Authority within the required time, the Contracting Authority may, by giving written notice to the Contractor, terminate the Contract, in whole or in part, for default.

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 **(to be determined)**. The period of delivering RECs will be for a fixed twenty year term starting at the Commercial Operation Date.

Delivery of RECs is required to begin on or before December 31, 2025.

Bidders may offer an earlier Commercial Operation Date. If an earlier Commercial Operation Date is offered the Contract will commence for a twenty year term from the date offered by the Bidder.

If an earlier Commercial Operation Date is being offered, please provide the date:

The Commercial Operation Date being offered is _____ (to be filled out by the bidder).

7.4.2 Project Schedule - Contract

1. The Contractor's Project Schedule highlights and addresses the specific mandatory achievement date for the event listed below.
 - a. Target Commercial Operation Date (COD) of no later than December 31, 2025.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tyler Zdan
Procurement Specialist
Public Works and Government Services Canada
Procurement Branch | Western Region
Suite 310, 269 Main Street
Winnipeg, MB R3C 1B3
Telephone: 204-509-5743

Solicitation No. - N° de l'invitation
EP959-211993/C
Client Ref. No. - N° de réf. du client
EP959-211993

Amd. No. - N° de la modif.
004
File No. - N° du dossier
WPG-0-43120

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

E-mail address: Tyler.Zdan@pwgsc-tpsgc.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)

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

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

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.

7.6.2 Multiple Payments

SACC Manual clause [H1001C](#) (2008-05-12), Multiple Payments

7.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): **(to be determined)**

7.6.4 Discretionary Audit

SACC Manual clause [C0705](#) (2010-01-11), Discretionary Audit

7.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- b. a copy of the quarterly progress report.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

7.8 Certifications and Additional Information

7.8.1 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.

7.8.2 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.

7.9 Applicable Laws

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

7.10 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 (2022-05-12), 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 _____.

7.11 Insurance

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

7.12 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](#)".

ANNEX A

REQUIREMENT

BACKGROUND

In December, 2019, the Minister of Public Works and Government Services received direction from the Prime Minister of Canada: to develop a strategy to power federal buildings with 100 percent clean electricity and commit to being a first purchaser to help support the growth of new clean electricity. 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 of Terms at Appendix 1.

Canada is entering 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.

This Request for Proposals (RFP), EP959-211993/C, aims to procure approximately 5% of the overall total, and is being set-aside under the Procurement Strategy for Indigenous Business (PSIB). This means the procurement will be limited to Indigenous businesses.

Canada intends to procure approximately 6,400 RECs annually (hereafter referred to as the Procurement Target), under this RFP.

Canada may exceed the Procurement Target if the total REC volume of all received bids is greater than 6,400 RECs per year, so long as the received bids:

1. Demonstrate compliance with the requirements of this RFP;
 2. Represent fair value to Canada, in Canada's sole discretion; and
 3. Fit within the Government of Canada's funding commitments for the initiative.
- The maximum additional volume that may be awarded is 6,400 MWh of RECs, annually, for an overall total of 12,800 MWh annually.
 - Individual bids must not exceed 6,400 MWh of RECs annually.

STATEMENT OF REQUIREMENT

Canada recognizes that the Contractor may have included multiple REC Projects in its 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 do 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 Projects Contract Capacity.
 - (c) Utilize Solar Energy or Wind Energy as the sole source(s) of fuel to generate Electricity.
 - (d) Have Site Control.
 - (e) Be separately metered.
 - (f) Not be a Behind-the-Meter Project.
 - (g) 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.
 - (h) Only be included in a single bid in response to this RFP. Contracts will be awarded in the ranking order identified in Appendix 2.
 - (i) Attain Commercial Operation on or before the Target COD of December 31, 2025.

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.
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 such that Electricity delivered by such Solar Energy or Wind Energy Generating Facility is recorded on the consumer'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 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 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.
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).
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.
Delivery	Means, with respect to a REC Project identified in a bid, all of the stages of Development, Financing, Construction, Operation and Maintenance of such REC Project.

Development	Means, the stage of project delivery which entails 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.
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.
Electricity	Means electric energy, measured in megawatts (MW).
Entity(ies)	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: (a) which has not commenced Construction or installation prior to the contract date; (b) is not intended to replace any Generating Equipment that operates at the Existing Renewable Facility; (c) generates Electricity output in addition to the Electricity output of other Generating Equipment that operates or operated at the Existing Renewable Facility; (d) does not include any of the Electricity generating capacity available from the Existing Renewable Facility; (e) has separate revenue class meters and are dedicated to measuring the electrical output of the added Generating Equipment and that are accessible to the interconnected electric system; and (f) has a design life equal to or greater than the term of the Contract.
Facility	Means the REC described in the contract, and includes: (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 (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).
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 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).
Generating Equipment	Means equipment used by a Facility in the generation of Electricity, such as solar or wind 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.
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.
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.
Independent System Operators	Means the operators responsible for operating the Electricity market, acting pursuant to its authority to make, administer and enforce the ISO rules.
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.
Legal Description	Means, with respect to each property forming part of a Site, the legal description of the property in the following format:

	<p>(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;</p> <p>(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</p> <p>(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.</p>
Maintenance	Means the stage of Project Delivery which entails monitoring, maintaining, inspecting and repairing Comparable Facilities.
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).
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: <p>(a) all Generating Equipment is new;</p> <p>(b) all other equipment, facilities and physical infrastructure are new or substantially new; and</p> <p>(c) such REC Generating Facility has a design life equal to or greater than the term of the Contract.</p>
Operation	Means the stage of Project Delivery which entails operating Comparable Facilities.
Person(s)	Means an Entity or an Individual.
Procurement Target	Means the approximate total annual volume of Solar Energy or Wind Energy Electricity (6,400 MWh) which Canada requires as a result of this RFP.
Project(s)	Means the Generator's project(s) 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.
Properties	Means any or all, as the context permits, of real property and title, lease or sublease interests in such real property.

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 Project	Means a Facility which generates Electricity exclusively from Solar Energy 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 or the Expansion set out in a bid, prepared and submitted pursuant to the RFP.
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; (c) following redevelopment the expected life of the redeveloped Existing Renewable Facility must be comparable with that of a New Build; and (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.
Renewable Attributes	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: (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; (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 (c) all revenues, entitlements, benefits, and other proceeds arising from or related to the foregoing, but which excludes: (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.
Renewable Electricity	Means Electricity that has been produced from a renewable energy resource.

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EP959-211993

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File No. - N° du dossier
WPG-0-43120

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

Renewable Energy Certificate Supply Clauses (RECSC)	Means the Renewable Energy Certificate Supply Clauses in the form set out in Annex C to this RFP.
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 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 Energy	Means sunlight that occurs naturally.
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.
Target COD	It's the target Commercial Operation Date.
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 a Wind source that occurs naturally.

APPENDIX 2

BID INSTRUCTIONS AND MANDATORY CRITERIA

BID

- A Bidder may include more than one REC Project in their bid.
- A Bidder may submit more than one bid in response to each requirement; however, Bidders cannot submit the same REC Project in more than one bid submitted in response to one single RFP requirement. If a bidder submits the same REC Project in more than one bid submitted in response to a single RFP requirement, the Contracting Authority will contact the Bidder and request that they confirm which bid they intend on proceeding with in the evaluation process. All other bids will be withdrawn and will receive no further consideration.

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 I or II of the PBCP, Canada may request the Bidder's legal status and financial capability to fulfill the requirements of the proposed contract.

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 financial 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 financial criteria.

ELIGIBLE MANDATORY CRITERIA

Each bid will pass or fail depending on whether it meets the following mandatory criteria 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. If any individual REC Project included within a bid does not satisfy all of the mandatory criteria the entire bid will be deemed non-compliant and will not be evaluated further.

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 each REC Project included within its bid. The Bidder must demonstrate compliance with these criteria by providing all of the information set out in [Appendix 4](#) 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 providing the information required in [Appendix 5: Confirmation of Site Control](#).

1.4 Project Plan

Each bid must include a Project Plan for each 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 providing the information required in [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 providing the information required in [Appendix 7: Comparable Facility Experience](#).

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.

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EP959-211993/C
Client Ref. No. - N° de réf. du client
EP959-211993

Amd. No. - N° de la modif.
004
File No. - N° du dossier
WPG-0-43120

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

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:	

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.

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Form - REC Project Profile

No.	Information Item	Bidder Response
1.	REC Project Information	
(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)	Anticipated COD (must be on or before Target COD of December 31, 2025)	
(f)	Nameplate Capacity (MW)	
(g)	Contract Capacity (MW) (must be less than or equal to the Nameplate Capacity)	
(h)	Estimated Annual Energy (MWh) (Contract Capacity must be capable of generating the Estimated Annual Energy)	
(i)	Is project separately metered	

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 provide the information described in the form - Confirmation of Site Control for each Project included in its bid.
- 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 providing the information set out in the attached form.

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CONFIRMATION OF SITE CONTROL

EXHIBIT A: LIST OF ALL PROPERTIES CONSTITUTING THE SITE

Property 1	
Legal Description:	
Municipal Address (if available):	
Property Size (hectares or acres):	
Property Constitutes First Nation Land or Métis Land: <i>(indicate which, if applicable)</i>	
Description of Interest:	

Property 2 (if applicable)	
Legal Description:	
Municipal Address (if available):	
Property Size (hectares or acres):	
Property Constitutes First Nation Land or Métis Land: <i>(indicate which, if applicable)</i>	
Description of Interest:	

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Property 3 (if applicable)	
Legal Description:	
Municipal Address (if available):	
Property Size (hectares or acres):	
Property Constitutes First Nation Land or Métis Land: <i>(indicate which, if applicable)</i>	
Description of Interest:	

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EXHIBIT A to APPENDIX 5

SITE DIAGRAM

Attach additional pages as necessary. Note this information will be used for demonstrating Site Control, including all properties constituting the site.

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 up to approximately twelve (12) pages in length (inclusive of Gantt and other charts, lists, timelines, tables and other diagrams) providing the required information.

1. 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).
2. 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 Projects 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.
3. 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 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.
2	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.
2(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.
2(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.
3	<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

1. The Bidder provide the information set out in the form - Comparable Facility Experience for each comparable Facility included in its bid and identified in the table.
2. This form should be completed in its entirety. If fields are not applicable, they should be marked "not applicable".
3. 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.
4. 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.
5. The pages of this form should be kept together in the bid in sequential order.
6. Information provided in this form should be consistent with the information otherwise provided in the bid.
7. The Bidder must demonstrate comparable Facility experience in each stage of Project Delivery (Development, Construction, Operation and Maintenance and Financing).

Stage of Project Delivery	Definition	Evaluation Criteria
Development	Means, the stage of project delivery which entails 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.	Must identify experience in the stage of Development, where the Bidder or a Bidder's team member was directly responsible for: <ul style="list-style-type: none">• project planning;• stakeholder engagement;• obtaining Site Control; and• obtaining approvals
Construction	Means the stage of Project Delivery which entails engineering, construction, installation, testing, start-up and commissioning of comparable facilities.	Must identify experience in the stage of Construction, where the Bidder or a Bidder's team member was directly responsible for:

		<ul style="list-style-type: none"> • engineering design; • construction; • testing; and • commissioning
Operation and Maintenance	<p>Operation: Means the stage of Project Delivery which entails operating Comparable Facilities.</p> <p>Maintenance: Means the stage of Project Delivery which entailed monitoring, maintaining, inspecting and repairing Comparable Facilities.</p>	<p>Must identify experience in the stage of Operation and Maintenance, where the Bidder or a Bidder's team member was directly responsible for:</p> <ul style="list-style-type: none"> • Operation; • monitoring; • Maintenance; • inspection; and • repair
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.	<p>Must identify experience in the stage of Financing, where the bBidder or a Bidder's team member was directly responsible for:</p> <ul style="list-style-type: none"> • arranging project financing

8. 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:
- 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.
 - The experience described for each comparable Facility must have been undertaken within the last ten (10) years and must have been in commercial operation a minimum duration of six (6) months.
 - Each comparable Facility identified by the Bidder must generate Electricity using Wind Energy or Solar Energy as its sole source and must have a Nameplate Capacity of not less than 5MW.
 - The comparable facilities identified by the Bidder for Project Delivery must:
 - be located within North America; and
 - have a similar connection configuration (i.e. connection to the Transmission System or Distribution System, as applicable) to that of the Solar Energy or Wind Energy Project being offered by the Bidder within its Bid.
9. The Bidder may use 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.

Bidders may add or delete columns as necessary.

Comparable Facility Number	1	2	3	4
Facility Name				
Facility Location				
Technology; Renewable Fuel(s)				
Nameplate 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 of experience.

For example: two individuals or entities with 3 months experience in Construction does not equal 6 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 and 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		
<p>Must identify Facility experience in the stage of Development, where the Bidder or a Bidder's team member was directly responsible for:</p> <ul style="list-style-type: none"> ○ project planning; 		

<ul style="list-style-type: none"> ○ stakeholder engagement; ○ obtaining Site Control; and ○ obtaining approvals 		
(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:	
4. Project Delivery Experience: Construction Must identify Facility experience in the stage of Construction, where the Bidder or a Bidder's team member was directly responsible for: <ul style="list-style-type: none"> ○ engineering design; ○ construction; ○ testing; and ○ commissioning 		
(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:	
5. Project Delivery Experience: Operation and Maintenance Must identify Facility experience in the stage of Operation and Maintenance, where the Bidder or a Bidder's team member was directly responsible for:		

<ul style="list-style-type: none"> ○ Operation; ○ monitoring; ○ Maintenance; ○ inspection; and ○ repair 		
(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:	
6. Project Delivery Experience: Financing Must identify Facility experience in the stage of Financing, where the Bidder or a Bidder's team member was directly responsible for: <ul style="list-style-type: none"> ○ arranging project financing 		
(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:	

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 Final Stack and Contractor Selection

FINAL STACK

Canada's Procurement Target under the Procurement Strategy for Indigenous Business is 6,400 RECs per year. Canada may exceed this Procurement Target if the total REC volume of received bids is greater than 6,400 RECs per year, should the conditions described in Annex A be met.

Canada is requesting that Bidders provide the maximum REC volume that the Bidder is offering to supply to Canada within the Price Statement, up to a maximum of 6,400 RECs annually. 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. In the Final Stack, Canada will rank each REC Project progressively from the lowest REC Price to the highest 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	REC Price (\$)	Maximum Number of 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 REC Price first, until Canada's Procurement Target is met or exceeded.
2. If Step 1 does not result in meeting the Procurement Target, the remaining bids will be considered for award, in order of lowest REC Price, until the Procurement Target is achieved or exceeded.
3. Should the Procurement Target be met or exceeded, Canada will continue to award contract(s) to the Bidders with the next-lowest REC Prices, so long as those bids are determined to represent fair value to Canada, up to a maximum total of 12,800 RECs annually.
4. Canada reserves the right to contract for up to 12,800 RECs.
5. Bids that are deemed to not represent fair value to Canada will not be considered for award of a contract. Canada, in its sole discretion, will determine fair value by assessing the bid price against the value of all other compliant bids. Individual bid prices that exceed the average price of the compliant bids by twenty percent (20%) or more will be deemed to not provide fair value.

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	REC Price (\$)	Maximum Number of (RECs)
1	Bidder A	\$16.0000	3,000
2	Bidder B	\$17.0000	2,400
3	Bidder C	\$17.5000	2,000
4	Bidder D	\$34.0000	2,000

In this example, Bidder A would be awarded a contract first, followed by Bidders B and C. The contracts would be for 3,000 RECs, 2,400 RECs and 2,000 RECs, respectively). Bidder D, whose bid price is more than double the lowest bid, would not be awarded a contract, as this price does not represent fair value to Canada.

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 a single bid, the Bidder must submit only one Price Statement that reflects the price 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 Commercial Operation Date (on or before December 31, 2025) for a fixed twenty-year term starting at the Commercial Operation Date, as set out in paragraph 7.4.1.

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

Estimated Quarterly Settlements and Supply Payments

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

The estimated 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.

The estimated quantiles are for information purposes only.

Quarters:

Quarter	Date	Estimated Quantity of RECs to be transferred to Canada	Estimated Quarterly Supply Payment (Qty x REC Price)
1 st quarter:	01 April to 30 June	_____ RECs	\$ _____
2 nd quarter:	01 July to 30 September	_____ RECs	\$ _____
3 rd quarter:	01 October to 31 December	_____ RECs	\$ _____
4 th quarter:	01 January to 31 March	_____ RECs	\$ _____

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.

2.2 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 supplying RECs from an alternative source in Canada must be transferred to Canada as a bill credit. Canada will not reimburse the Generator for any additional costs associated with the acquisition of replacement RECs.

2.3 Generation Prior to Target COD

The Generator shall be entitled to retain all REC revenues received through the sale of any RECs which are (i) generated prior to the Commercial Operation Date; or (ii) in excess of the volume of RECs being purchased pursuant to this Agreement,.

ARTICLE 3: OPERATION OF THE FACILITY

3.1 Operation Covenants

- (a) The Generator must have Site Control 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 RECs as governed by this agreement.
- (g) Generators that detailed a binding option to purchase or acquire a leasehold Site in their proposal must provide evidence that the option has been exercised within thirty (30) days following contract award.

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.
- (c) The Generator must, 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'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
 - iv. a response delivered in a timely manner to any reasonable inquiry made by Canada in relation to this Agreement.
- (d) The Generator shall be subject to any other regular reporting requirements with respect to the Project as may be determined by Canada from time to time in its discretion.

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.
- (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 Energy or Solar Energy Electricity generation that was constructed within the last five years from when the RECs are purchased or constructed after the original contract award date, whichever date is earlier, to meet the annual REC Contract Capacity.

Solicitation No. - N° de l'invitation
EP959-211993/C
Client Ref. No. - N° de réf. du client
EP959-211993

Amd. No. - N° de la modif.
003
File No. - N° du dossier
WPG-0-43120

Buyer ID - Id de l'acheteur
wpg119
CCC No./N° CCC - FMS No./N° VME

ANNEX D

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX E

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)