



**RETURN BIDS TO:**

**RETOURNER LES SOUMISSIONS À:**

Bid Receiving PWGSC/TPSGC reception des  
soumissions

Victory Building/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

Bid Fax: (204) 983-0338

**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/Édifce Victory

Room 310/pièce 310

269 Main Street/269 rue Main

Winnipeg

Manitoba

R3C 1B3

<b>Title - Sujet</b> AB New Solar Electricity Alberta New Solar Electricity Generation	
<b>Solicitation No. - N° de l'invitation</b> EW038-210082/B	<b>Amendment No. - N° modif.</b> 002
<b>Client Reference No. - N° de référence du client</b> EW038-210082	<b>Date</b> 2021-02-01
<b>GETS Reference No. - N° de référence de SEAG</b> PW-SPWZ-219-11143	
<b>File No. - N° de dossier</b> PWZ-0-43012 (219)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Mountain Standard Time MST <b>on - le 2021-02-24</b> Heure Normale des Rocheuses HNR	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Zdan, Tyler	<b>Buyer Id - Id de l'acheteur</b> pwz219
<b>Telephone No. - N° de téléphone</b> (204) 509-5743 ( )	<b>FAX No. - N° de FAX</b> (204) 983-0338
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

**This amendment, No. 002, is raised to revise solicitation EW038-210082/B, as follows:**

This solicitation amendment includes:

- A list of questions and responses
- Revisions to be applied to the solicitation document

### QUESTIONS AND RESPONSES

No.	Question	Response
1	Can existing solar projects, currently connected to the AEIS, submit their merchant exposure capacity? Or are only new and expansion projects eligible? That is, if an existing 50 MW system has a PPA for 20 MWs, can the remaining 30 MW (or some portion) be submitted to this RFP?	For the Alberta New Solar Electricity Generation requirements, the stated intent in Annex A of the solicitation is to support new solar electricity supply to the province of Alberta. The new supply can be a greenfield project or expansion of an existing location. Merchant capacity from existing solar generation facilities <u>does not</u> qualify for this Solicitation.
2	Does the minimum Indigenous participation level of 25 percent apply only to the PSAB set-aside (EW038-211946) or to the full tender (EW038-210082)?	The minimum Indigenous participation level of 25 percent is a mandatory criterion for the full tender of EW038-210082.  EW038-211946 is a separate procurement, and that one is set-aside solely for competition by Indigenous businesses that qualify under our Procurement Strategy for Aboriginal Business (PSAB).
3	Is the financial security of \$50,000/MW calculated using DC or AC capacity?	The financial security is based on the AC capacity that is delivered to the Alberta electricity grid. For further clarity the financial security is based on Contract Capacity identified in Appendix 4 of the Solicitation.
4	Would Canada consider relaxing the mandatory criteria for receipt of AUC permit within 3 months of contract award (4.1.2.2.2a)? We are concerned this requirement likely limits the number of eligible Solar Projects and reduces the competitiveness of the solicitation. We feel the Target COD can easily be met without requiring an AUC permit in hand prior to Aug 27, 2021.	The requirement that the contractor have a permit within three months of contract award is a means by which Canada can ensure the project is on track to meet the December 31, 2022 commercial operation date (per PWGSC's Minister's mandate). We expect a high number of Solar Projects will be capable of meeting the mandatory requirements as outlined in the RFP.

5	<p>The bidders need to state a maximum and minimum annual amount for you to use when awarding the contracts. It isn't clear though if, after COD, the project will need to deliver a minimum amount or pay damages to Canada.</p>	<p>The project will need to provide the amount of electricity and/or RECs specified in the contract. PWGSC will be amending the solicitation to clarify. Minimums and maximums are required only for the purposes of the bid stacking process as per Annex B. The resulting contract will specify the volume of electricity and/or RECs that must be provided by the contractor.</p> <p><i>Please see RFP Revision 1, which follows this list of questions and responses.</i></p>
6	<p>When is the bid bond mentioned in Section 6.2 due? Is it due upon RFP submission on February 16th? Is the bond refundable when the contract is awarded on May 27th?</p>	<p>The bid bond is due upon solicitation close. The bid bond will be returned on contract award. Contract award is anticipated to occur on May 27th, but may occur later.</p>
7	<p>Will there be a shortlist announcement before the power purchase agreements (PPAs) are awarded? Or will just the RFP be awarded and announced on May 27th?</p>	<p>Contracts will be announced on award. There will not be a shortlist announced prior to award. Contract award is anticipated to occur on May 27th, but may occur later.</p>
8	<p>Is there any criteria on how the annually stated amount of power needs to be delivered? That is, is there a daily minimum or MWh requirement, or just whatever amount of power supplied whenever as long as it adds up to the annual total?</p>	<p>There is no specific daily requirement for the volume of electricity to be generated/delivered. The contractor will only be responsible for meeting the required annual volume. However, the delivery of power must follow the annual hourly solar profile for the project. For greater clarity, for projects with installed capacity greater than the contract capacity, Canada will receive its pro rata share of electricity on an hourly basis throughout the year.</p>
9	<p>Would Canada consider removing the requirement for a Comparable Facility to, "have a Nameplate Capacity of not less than 50% of Contract Capacity" (Appendix 7- Comparable Facility Experience)? This is a very high standard to meet, and will likely greatly limit the number of Bidders that qualify to participate and reduce the competitiveness of the procurement. We would propose replacing the requirement with the following, which we feel still demonstrates the desired experience while better aligning with the RFP's Statement of Requirement:</p>	<p>Canada accepts the proposed modification and will implement the change via solicitation amendment.</p> <p><i>Please see RFP Revision 2, which follows this list of questions and responses.</i></p>

	“Each comparable facility identified by the Bidder must generate electricity using Solar Energy as its sole source and must have a Nameplate Capacity of not less than 5MW.”	
10	The Comparable Experience Table provided in Appendix 7 includes a row for providing “Contract Capacity”. Should this instead read “Nameplate Capacity”?	Canada accepts the proposed modification and will implement the change via solicitation amendment.  <i>Please see RFP Revision 3, which follows this list of questions and responses.</i>
11	If a proponent participates in both RFPs, is the bid bond liability limited to a single RFP’s \$2M bid bond requirement?	Bid security is required for any and all bids submitted. The solicitation processes are separate from each other, and as such security must be provided separately for each submission.
12	If the RFPs will be evaluated in the priority order noted (in Appendix 2 to Annex A), and a subsequent bid can be withdrawn if selected in a prior RFP, it seems that the security should be limited to the maximum bid bond amount for one RFP?	Bid security is required for any and all bids submitted. The solicitation processes are separate from each other, and as such security must be provided separately for each submission.
13	The 10-year term for the New Solar RFP will have a significantly detrimental effect on offered pricing; even with the 5-year option to extend, proponents will need to price to the shorter term. Will PWGSC consider revising the term for the solar contracts?	The decision to use a 10-year term was based on responses received through the RFI process, as well as consideration for the Government of Canada to support technological advances in solar technology, storage and other alternative energy sources in the next 10 to 15 years.
14	Can PWGSC consider making the option period for the Alberta New Solar Generation requirements a mutual option or mutually negotiated option?	PWGSC is not considering a mutually-negotiated option for the Alberta New Solar Electricity Generation requirements. The option period is non-revocable.
15	The Alberta Utilities Commission (AUC) permit requirement will pose a significant constraint on the number of projects bid into the tender. A cursory review of the Alberta Electric System Operator (AESO) transmission queue and public permitting status of current solar projects in Alberta demonstrates that very few projects will be able to meet this criteria.	The requirement that the contractor have a permit within three months of contract award is a means by which Canada can ensure the project is on track to meet the December 31, 2022 commercial operation date (per PWGSC's Minister's mandate). We expect a high number of Solar Projects will be capable of meeting the mandatory requirements as outlined in the RFP.

16a	Can PWGSC consider adjusting the requirement such that the AUC permit would need to be applied for (received by the commission) instead of having the permit in hand? This revised requirement would still allow for 2022 COD while widening the pool of projects that could qualify.	For the New Alberta Solar Electricity Generation requirements, bidders do not need to have obtained the Alberta Utilities Commission (AUC) permit at the time of bid close. The deadline for obtaining the permit, as per Part 7 of the RFP, is three (3) months from the date of contract award.
16b	An additional way to address and improve this constraint while maintaining the 18 months between AUC permit being obtained and COD, would be to extend the COD date requirement to 2023.	Canada's target of a December 31, 2022 commercial operation date (COD) is driven by commitments made in our Minister's mandate letter.
17	If a proponent does not obtain its AUC permits (or any other significant RFP requirement), and the reason for this can be considered a Force Majeure, is the proponent still at risk of losing its Bid Bond bid security?	<p>While Canada can recognize Force Majeure events, however, this is a condition of the resulting contract. Should the contractor fail to acquire the AUC permit by the three-month post-award deadline, the contractor will have failed to have met one of its contractual obligations. Canada reserves the right to take action in such circumstances, up to and including contract termination.</p> <p>Bid bonds do not apply, as they will be returned at the time of contract award. Contract security must be provided within 14 days of contract award, please refer to Part 7 of the RFP for information on contract security.</p>
18	Does a proponent's AUC permit need to cover the transmission service providers AUC permit, which is normally, but not necessarily awarded with the generator's AUC permit?	The AUC permit requirement is for the generator only, allowing for the generator to build the solar project. The winning bidder(s) still must have a clear path to meet the COD of December 31, 2022, as outlined in the solicitation.

19	<p>All solicitations seek a bid submission deadline of 2021/02/16. At time of the bidder's conference on 2021/01/15, this leaves 21 business days/approx. 4 weeks for Bidders to complete their bids. In our experience bidding in RFPs across Canada and the United States, the standard time between RFP posted to bid submission is approx. three (3) to six (6) months. We broadly support the requirements as laid out in the bid documents, including the financial requirements in Section 6.2.2 – Bid Financial Security and Section 7.11 – Financial Security. However, we urge PWGSC to consider postponing the bid deadline by sixty (60) days to April 21, 2021 to allow Bidders enough time to fully understand the bid requirements, and clarify any outstanding questions, which will enable all Bidders to secure the necessary financial documents.</p>	<p>The solicitation period has been extended. The solicitation period will now close on 2021-02-24 at 02:00 PM MST.</p>
20	<p>Solicitation No. EW038-210082/B, Section 1.2.1 states, "... approximately 255,625 MWh of electricity per year for a term of at least ten (10) years. PWGSC will include an irrevocable option to extend the term of the Contract by one five-year period, under the same conditions." Please confirm if PWGSC is willing to consider an initial term longer than ten (10) years (e.g., fifteen (15) years).</p>	<p>For the Alberta New Solar Electricity Generation requirements, in determining the contract term, we worked with our consultant and considered a number of factors. We determined a 10-year contract term will allow us to minimize the impact of changing technology, manage electricity usage and changes in the government carbon policy. We included the 5-year option period to allow for the contract to be extended beyond the initial 10-year period should this prove beneficial to Canada. For the National Renewable Energy Certificates requirements we decided upon a 20-year term without an option as our industry research indicated that this term would provide the best pricing and would be required for bidders to secure financing for the build, due to the unbundled nature of the RECs requirements.</p>
21	<p>Solicitation No. EW038-210082/B, Section 6.2.1. states, "Bidder must provide bid financial security". Please confirm if the bid financial security will be replaced by the financial security within 14 calendar days after the date of contract award as per Section 7.11.</p>	<p>Bid financial security and the contract security deposit are required in different amounts and different formats. They cannot be interchanged. Please see the Parts 6 and 7 of the respective RFP for the specific details on bid financial security and the security deposit required for each bid submitted in response to a solicitation.</p>

	Solicitation No. EP959-211948/A, Section 6.2.2.1. states, "Bidder must provide bid financial security:" Please confirm if the bid financial security will be replaced by the financial security within 14 calendar days after the date of contract award as per Section 7.11.	
22	When will a PPA contract be made available for Bidders to review?	The entirety of the resulting contracts are included in the RFPs that are posted to the Buy and Sell website. These include the General Conditions and applicable Supply Clauses that will form the agreement between Canada and any successful bidder. PWGSC will not issue separate PPAs.
23	What is the timeline for PPA execution after the expected award announcement date of May 27th? Is there currently a draft PPA document to review?	On contract award, the contract (including the Supply Clauses within Annex C) will be in effect and the contractor will be responsible for fulfilling all requirements listed within the contract. The contract will act as Canada's version of a power purchase agreement (PPA), and Canada will not issue a separate PPA.
24	Post Commercial Operation Date (COD), is there any security or reporting requirement?	There are no security requirements associated with the four (4) RFPs. There are specific reporting requirements identified in Annex C. It is the bidder's responsibility to review the entire RFP to ensure understanding of the entire requirement.
25	What is the rationale of the 10-year contract for the electricity, and is that an absolute, concrete decision to go 10-years, or is it possible to have a 5-year extension based on contractor discretion? What is the rationale for the 10-year (New Alberta Solar Electricity Generation) and 20-year contracts (National Renewable Energy Certificates)?	For the Alberta New Solar Electricity Generation requirements, in determining the contract term, we worked with our consultant and considered a number of factors. We determined a 10-year contract term will allow us to minimize the impact of changing technology, manage electricity usage and changes in the government carbon policy. We included the 5-year option period to allow for the contract to be extended beyond the initial 10-year period should this prove beneficial to Canada. For the National Renewable Energy Certificates requirements we decided upon a 20-year term without an option as our industry research indicated that this term would provide the best pricing and would be required for bidders to secure financing for the build, due to the unbundled nature of the RECs

		requirements.
26	I noticed that the PSAB set-aside RFP includes requirement 5.2.3.1 Canadian Content Certification, whereas the AB New Solar Electricity RFP does not appear to include the same requirement. Please confirm intent and, if possible, explain the rationale.	EW038-210082/B - Alberta New Solar Generation and EP959-211948/A - National Renewable Energy Certificates requirements do not include Canadian Content Certification as international trade agreements apply for these procurements. For the PSAB Set-Aside Procurements (W038-211946/A and EP959-211993/A) PWGSC does require that Canadian Content Certification be provided.
27	If you are the successful bidder what is the security deposit? Is it based on a percentage of the total project costs?	The information pertaining to the contract security deposit is located in the section titled Financial Security, which is found in Part 7 of the respective RFP. The amount of the security deposit is defined within this section and differs for each of the requirements.
28	Is the total requirement for EW038-210082/B for 255,625 MWh of solar electricity annually or for 255,652 MWh of solar electricity annually, minus the 5 percent set-aside?	The overall requirement for EW038-210082/B is 255,625 MWh of solar electricity annually, minus the amount awarded under solicitation EW038-211946/A.
29	To be clear the 128,000 MWh of RECs required (National Renewable Energy Certificates) are in addition of the bundled 255,625MWh electricity and RECs (Alberta New Solar Electricity Generation)?	The 128,000 MWh of RECs identified in EP959-211993/A - National Renewable Energy Certificates is separate from the 255,625 MWh of electricity and RECs identified in EW038-210082/B.
30	Are the RECs for wind and solar only, or also from other renewable energy generation sources?	For solicitations EW038-211946/A and EW038-210082/B, the bidder must supply electricity and RECs from solar generation only. For solicitation EP959-211993/A and EP959-211948/A, the bidder must supply RECs from solar or wind generation only. Other sources of electricity generation will not be accepted.
31	If a bidder is awarded a contract, is the bid financial security replaced with the contract security?	Bid financial security and the contract security deposit are required in different amounts and different formats. They cannot be interchanged. Please see the Parts 6 and 7 of the respective RFP for the specific details on bid financial security and the security deposit required for each solicitation.

32	Has the land been set-aside?	Land has not been set-aside for use by Bidders. Bidders are responsible for securing land for any project they intend to include in a bid for any of the listed requirements. The term set-aside that is used within the solicitation documents refers to a set-aside under the Procurement Strategy for Aboriginal Business (PSAB). This means that the procurement process has been set-aside from fully open competition and is limited solely to qualifying Indigenous businesses.
33	How many RECs are assumed to be generated per MWh of solar generated in Alberta? Is it fixed?	Solar and wind calculations are the same for RECs. One (1) REC is equal to one (1) MWh of electricity generated. The successful contractor must supply a fixed annual volume of electricity and/or RECs. The fixed annual volume will be based on the volume submitted by the bidder in Annex B and the volume selected by Canada.
34	Is it one REC per one MWh generated?	One (1) REC is equal to one (1) MWh of electricity generated.
35	Is there a timeline for PPA execution after the expected contract award date?	On contract award, the contract (including the supply clauses within Annex C) will be in effect and the contractor will be responsible for fulfilling all requirements listed within the contract. The contract will act as Canada's version of a power purchase agreement (PPA), and Canada will not issue a separate PPA.
36	How does the procurement of RECs by the government impact the government's carbon pricing?	The Government of Canada's carbon pollution pricing system creates incentives for individuals, households, and businesses to choose cleaner options. The procurement of RECs by the Federal Government will not have an impact on the Government's pricing system.
37	Will a list with the participants on this bidder's conference, complete with the company they represent, be distributed?	PWGSC does not intend to distribute a list of bidder's conference participants. A list of organizations that registered for the bidder's conference has been posted with the meeting minutes.
38	The RFP states that battery storage projects are not permitted unless agreed by government of Canada. What is the process for getting approval?	The Government of Canada will not consider storage solutions as part of this solicitation. For the winning bid(s), any storage solutions designed to optimize the output from the winning bid(s) in the future must be agreed to by the Government of Canada.

39	Will the bidder's conference presentation be able to be viewed again?	PWGSC does not intend to hold another bidder's conference. We will post detailed meeting minutes, including all questions asked and responses provided, to the solicitation pages on the Buy and Sell website.
40	Will the power purchase agreement (PPA) contract be made available for bidders to review?	The entirety of the resulting contracts are included in the RFPs that are posted to the Buy and Sell website. These will form the agreement between Canada and any successful bidder. PWGSC will not issue separate PPAs.
41	Who would be the best point of contact, if we have additional questions for support?	Questions should be directed to the Contracting Authority, identified at Section 7.5.1 of the respective RFP or within the Notice for Proposed Procurement (NPP).
42	Has Alberta identified land that can be used or is up to the contractors to have?	Land has not been set-aside for use by Bidders. Bidders are responsible for securing land for any project they intend to include in a bid for any of the listed requirements.
43	Is there the potential for the PSAB set-asides to be above 5 percent of the overall requirement? There seems to be a willingness to make it less.	For the requirements that were set-aside under the PSAB, Canada's intent is to award the full 5 percent. Indigenous businesses that intend to bid on the PSAB set-aside requirements, but have additional capacity, may bid on the non-set-aside requirements as well. Any Indigenous business bidding on the non-set-aside requirements would achieve the full Indigenous participation score and subsequent bid price reduction.
44	In the case of a PSAB-eligible project submitting more than 5 percent, would only a max of 5 percent be awarded through that RFP?	PWGSC will only award up to the procurement target of 12,781 MWh of solar electricity annually (for the Alberta New Solar Electricity Generation PSAB Set-Aside) and 6,400 RECs (for the National Energy Certificates Set-Aside) when awarding contracts under the PSAB set-asides. This will allow PWGSC to maintain its overall requirement for solar electricity. PWGSC does not intend to limit the size of the bidder's project, the contractor will only be responsible for providing the output that is stipulated in the end contract. Please see Annex B for details on contractor selection.

45	Is there a PSAB specific contact? I ask as an Indigenous business.	The Contracting Authority, identified in Section 7.5.1 of the respective RFP, as well as the Notice of Proposed Procurement (NPP) is the appropriate contact for any questions, including those relating to the PSAB.
46	What is the outcome if a contracted project (with AUC approval) later has transmission denied by the transmission facility operator due to inadequate connection capacity? Would a Force Majeure clause kick in and result in PPA termination and return of all securities?	This is a condition of the resulting contract. Should the contractor have transmission denied, the contractor will have failed to have met one of its contractual obligations. Failure to meet contractual obligations will result in PWGSC taking action, up to and including contract termination.
47	Can the government explain why the supply is limited to just solar for the AB load portion? If you achieve 100 percent renewable power, you may find yourself overly long peak power in the summer, and very short in the winter (by pursuing solar supply only). Perhaps a mix of wind and solar would better fit the government's load profile and reduce risk/cost.	<p>The choice to go solar-only was based a various factors derived from: consultation with the Government of Alberta, the Request for Information and expert consultation.</p> <p>The Government of Canada has conducted a review of its usage profile and has determined solar energy will meet our operational requirements while at the same time offering a fair and reasonable price to Canada.</p> <p>Wind generators may submit bids in response to the National Renewable Energy Certificates procurements.</p>

## RFP REVISIONS

1. On Page 64, within Annex C, **DELETE** Section 5.2: Electricity and Related Products.

### INSERT:

#### 5.2 Electricity and Related Products

All Electricity generated at or by the Facility in excess of the contract capacity shall belong to the Generator. The Generator shall exchange all Electricity generated at or by the Facility through the Power Pool for the Pool Price; for Canada's consumption at the contract capacity.

Unless otherwise agreed to by Canada, the Generator covenants not to generate, sell, supply or deliver any Ancillary Services, or incorporate Energy Storage.

2. On Page 47, within Appendix 7 to Annex A, **DELETE**:

Solicitation No. - N° de l'invitation  
EW038-210082/B  
Client Ref. No. - N° de réf. du client

Amd. No. - N° de la modif.  
002  
File No. - N° du dossier  
EW038-210082

Buyer ID - Id de l'acheteur  
pwz219  
CCC No./N° CCC - FMS No./N° VME

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“Each comparable facility identified by the Bidder must generate electricity using Solar Energy as its sole source and must have a Nameplate Capacity of not less than 50% of the Contract Capacity of such Solar Project.”

**INSERT:**

“Each comparable facility identified by the Bidder must generate electricity using Solar Energy as its sole source and must have a Nameplate Capacity of not less than 5MW.”

3. On Page 48, within Table 1 of Appendix 7 to Annex A, **DELETE** the heading, “Contract Capacity”.

**INSERT:** “Nameplate Capacity”.

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