



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Public Works and Government Services Canada
ATB Place North Tower
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Bulk Electricity	
Solicitation No. - N° de l'invitation EW003-162563/B	Date 2016-08-30
Client Reference No. - N° de référence du client Various EW003-162563	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-064-10847	
File No. - N° de dossier EDM-5-38368 (064)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-10-11	Time Zone Fuseau horaire Mountain Daylight Saving Time MDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Campbell, Brad	Buyer Id - Id de l'acheteur edm064
Telephone No. - N° de téléphone (780) 721-5224 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA ATB PLACE NORTH, 5TH FLOOR 10025 JASPER AVE EDMONTON Alberta T5J1S6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	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

Bulk Electricity Initiative for Federal Government Departments and Agencies in Alberta

Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number EW003-162563/A dated 2016/07/29 with a closing of 2016/09/27 at 14:00 Mountain Daylight Time (MDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 INTRODUCTION.....	3
1.2 SUMMARY	3
1.3 DEBRIEFINGS	3
PART 2 - BIDDER INSTRUCTIONS	4
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 SUBMISSION OF BIDS.....	4
2.3 FORMER PUBLIC SERVANT	5
2.4 ENQUIRIES - BID SOLICITATION	6
2.5 APPLICABLE LAWS	6
2.6 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
2.7 BIDDERS' CONFERENCE	7
PART 3 - BID PREPARATION INSTRUCTIONS	7
3.1 BID PREPARATION INSTRUCTIONS	7
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	9
4.1 EVALUATION PROCEDURES	9
4.2 BASIS OF SELECTION	10
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	12
5.1 CERTIFICATIONS REQUIRED WITH THE BID	12
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	12
PART 6 - FINANCIAL	13
6.1 FINANCIAL CAPABILITY	13
PART 7 - RESULTING CONTRACT CLAUSES	16
7.1 STATEMENT OF WORK - CONTRACT	16
7.2 STANDARD CLAUSES AND CONDITIONS	17
7.3 SECURITY REQUIREMENTS.....	18
7.4 TERM OF CONTRACT	18
7.5 AUTHORITIES	18
7.6 PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS	19
7.7 PAYMENT	20
7.8 INVOICING INSTRUCTIONS	22
7.9 CERTIFICATIONS AND ADDITIONAL INFORMATION	24
7.10 APPLICABLE LAWS	24
7.11 PRIORITY OF DOCUMENTS	24
7.12 INSURANCE	25
7.13 CANADIAN FORCES SITE REGULATIONS	25
7.14 GOVERNMENT SITE REGULATIONS	25

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

7.15 DISPUTE RESOLUTION.....	25
ANNEX "A"	27
STATEMENT OF WORK	27
APPENDIX 1 TO ANNEX "A"	38
APPENDIX 2 TO ANNEX "A"	40
APPENDIX 4 TO ANNEX "A"	44
ANNEX "B"	46
BASIS OF PRICING	46
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	56
ELECTRONIC PAYMENT INSTRUMENTS.....	56
ANNEX "D" TO PART 5 - BID SOLICITATION	57
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION	57
ANNEX "E"	58
TASK AUTHORIZATION FORM PWGSC-TPSGC 572	58
ANNEX "F"	59
EVALUATION CRITERIA AND SELECTION METHODOLOGY	59
APPENDIX 1 TO ANNEX "F"	65

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: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, the Federal Contractors Program for Employment Equity - Certification, the Task Authorization Form 572 and any other annexes.

1.2 Summary

Public Services and Procurement Canada (PSPC) has a requirement for the provision of approximately 231,000 Megawatt Hours (MWh) per year of electrical energy and related services for eleven (11) Federal Departments and Agencies in Alberta, Canada. The related services will consist of administration, billing, consumption studies and the provision of advice on the use of electrical energy. The period of supply will be for five (5) years, with a single, one (1) year option to extend the period of the contract. It is expected that the successful bidder will begin delivery of electrical energy and related services on January 01, 2017, at the expiry of the current contract.

Bidders will be participating in a Two-Stage bid submission process. Interested Bidders will submit Technical bids under Stage 1. Technically responsive bidders will submit Price bids, when requested, as part of Stage 2.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

The Federal Contractors Program (FCP) for employment equity applies to this procurement; see Part 5 - Certifications, Part 7 - Resulting Contract Clauses and the annex titled [Federal Contractors Program for Employment Equity - Certification](#).

1.3 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>) issued by Public Services and Procurement 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 (2016-04-04) 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: sixty (60) days

Insert: Ninety (90) days

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, Stage 1 bids transmitted by facsimile to PSPC will not be accepted.

2.2.1 Two-Stage Bid Submission and Closing Times

Stage 1:

1. Because of the volatility of prices in the Electrical Energy market, bidders responding to this RFP are requested to submit their proposals in two stages.
2. Stage 1 proposals must include everything requested in the RFP except the bid prices. No bid pricing will be considered in the evaluation of the Stage 1 proposals. No technical content will be accepted after the bid closing time and date for Stage 1 proposals. Stage 1 proposals must be delivered to the Bid Receiving Unit specified on page one of the RFP.
3. Due to the nature of this solicitation, two (2) complete hard copies, and 2 soft copies on USB Keys, of the Stage 1 proposal along with supporting information are requested to allow a proper evaluation to be conducted. Transmission of the technical proposal by fax is not practical, and therefore will not be accepted.

Revisions to Stage 1 proposals may be sent by facsimile, however, in accordance with the Standard Instructions.

4. Only those bidders who are deemed technically responsive following the evaluation of the Stage 1 proposals will be invited to submit Stage 2 Financial Bid.

Stage 2:

1. Stage 2 Financial Bid must include only the bid prices. The Stage 2 Financial Bid must be delivered to the Bid Receiving Unit specified on page one of the RFP or forwarded by facsimile to (780) 497-3510, in the format required by the RFP, and by the bid closing date and time indicated by the Contracting Authority in the request for Stage 2 Financial Bid.
2. Stage 2 Financial Bid will remain open for acceptance for a period not less than twenty-four (24) hours from the closing date and time for the Stage 2 Financial Bid.

2.3 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"*lump sum payment period*" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"*pension*" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** () **No** ()

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2012-2](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** () **No** ()

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 15 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.

2.5 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.

2.6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.7 Bidders' Conference

A bidders' conference will be held at **ATB Place North Tower, 5th floor, 10025 Jasper Avenue, Edmonton Alberta on 15 September 2016**. The conference will begin at **09:00 MDT, in 5th floor video conference room**. The scope of the requirement outlined in the bid solicitation will be reviewed during the conference and questions will be answered. It is recommended that bidders who intend to submit a bid attend or send a representative.

Bidders are requested to communicate with the Contracting Authority before the conference to confirm attendance. Bidders should provide, in writing, to the Contracting Authority, the name(s) of the person(s) who will be attending and a list of issues they wish to table no later than **12 September 2016 at 14:00 MDT**.

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Stage 1:

- Section I: Technical Bid (2 hard copies and 2 soft copies on separate USB Keys in searchable Adobe Acrobat® compatible format). The Bidder should indicate one hard copy as its "original".
- Section II: Management Bid (2 hard copies and 2 soft copies on separate USB Keys in searchable Adobe Acrobat® compatible format). The Bidder should indicated one hard copy as its "original".
- Section III: Aboriginal Participation Component Bid (2 hard copies and 2 soft copies on separate USB Keys in searchable Adobe Acrobat® compatible format). The Bidder should indicated one hard copy as its "original".
- Section IV: Certifications (1 hard copy)
- Section V: Financial Capability (1 hard copy), upon request by the Contracting Authority

Stage 2:

- Section VI: Financial Bid (1 hard copies)

If there is a discrepancy between the wordings of any copies, the wording of the indicated "original" copy will prevail.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.
- (c) Minimum font size - 11 point Times or equal
- (d) Minimum margins - 12 mm left, right, top, and bottom
- (e) Double-sided submissions are preferred
- (f) One (1) 'page' means one side of a 216mm x 279mm (8.5" x 11") sheet of paper
- (g) 279mm x 432 mm (11" x 17") fold-out sheets for spreadsheets, organization charts etc. will be counted as two pages.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

The maximum number of pages (including text and graphics) to be submitted for Stage 1 is two hundred-fifty (250) pages

Consequence of non-compliance: any pages which extend beyond the above page limitation and any other attachments will be extracted from the proposal and will not be forwarded to the PWGSC Evaluation Board members for evaluation.

Stage 1:

Section I: Technical Bid

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

The technical bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria in Annex "F", 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: Management Bid

In their management bid, Bidders must describe their capability and experience, the project management team and provide client contact(s).

The management bid must address clearly and in sufficient depth the points that are subject to the evaluation criteria in Annex "F", against which the bid will be evaluated.

Section III: Aboriginal Participation Component Bid

In their Aboriginal Participation Component bid, Bidders should describe their considerations for involving Aboriginal businesses and/or persons in carrying out the work. Definitions of an "Aboriginal business" and an "Aboriginal person" are set out in [Annex 9.4 of the PWGSC Supply Manual](#).

The Aboriginal Participation Component bid should address clearly the points that are subject to the evaluation criteria in Annex "F", against which the bid will be evaluated.

Section IV: Certifications

Bidders must submit the certifications required under Part 5.

Section V: Financial Capability

Bidders must submit the information required under Part 6, when requested.

Stage 2:

Section VI: Financial Bid

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

The total amount of Applicable Taxes must be shown separately.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "C" 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

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, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada

4.1.1 Stage 1 Technical Bid Submission – Technical Evaluation

1. The technical and management bids will be evaluated against the Mandatory and point rated technical evaluation criteria included in Annex "F".
2. Bids that meet the Mandatory Technical Evaluation criteria will proceed to evaluation under Gate 1.
3. Gate 1 includes the technical and management evaluation criteria subject to point rating included in Annex "F". Bids that do not obtain a minimum of 665 for all the available points for Gate 1 will be given no further consideration. Bids that obtain a minimum of 665 of all available points for Gate 1 will proceed to evaluation under Gate 2.

Maximum points for Gate 1: 990 points
Minimum points for Gate 1 = 665

4. Gate 2 includes the Financial Capability assessment of all remaining bids. Financial capability will be assessed as described in Part 6 of this RFP. Bids that are determined to not have the financial capability to fulfil this requirement will be given no further consideration. Bids that are determined to have the financial capability to fulfil this requirement will proceed to financial evaluation under Stage 2.

In the event that a bid is found to be non-responsive on the basis that the Bidder is considered not to be financially capable of performing the subject requirement, official notification will be provided to the Bidder.

4.1.2 Stage 2 Financial Bid Submission - Financial Evaluation

Only those bidders who are deemed technically responsive following the evaluation of the Stage 1 Technical Bids will be invited to submit a Financial Bid as part of Stage 2 Bid submission.

The Contracting Authority will issue a notice to the technically responsive bidders to request them to submit a Financial Bid by the Date, Time and Location indicated in the notice.

Submitted Financial Bids that are not in accordance with Basis of Pricing, or that are submitted Late, as defined in the Standard Instructions of this RFP, will be considered non-responsive and given no further consideration.

The Financial bids will be evaluated in accordance with the process and formulas contained in the attached Appendix 1 to Annex "F".

4.1.2.1 Mandatory Financial Criteria

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

4.2 Basis of Selection

4.2.1 Basis of Selection - Highest Combined Rating of Technical Merit and Price

1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation; and
 - b. meet all mandatory criteria; and

- c. obtain the required minimum points specified for criteria numbers 2.1, 2.2 for the technical evaluation, and
 - d. obtain the required minimum of 665 points overall for the technical evaluation criteria for Gate 1 which are subject to point rating. The rating is performed on a scale of 990 points.
 - e. Have the financial capability to fulfil the requirement for Gate 2.
2. Bids not meeting (a) or (b) or (c) or (d) and (e) will be declared non-responsive.
 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 10% for the technical merit and 90% for the price.
 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 10%.
 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 90%.
 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 10/90 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (10%) and Price (90%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price		\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	$115/135 \times 10 = 8.52$	$89/135 \times 10 = 6.59$	$92/135 \times 10 = 6.81$
	Pricing Score	$45/55 \times 90 = 73.64$	$45/50 \times 90 = 81.00$	$45/45 \times 90 = 90.00$
Combined Rating		82.16	87.59	96.81
Overall Rating		3rd	2nd	1st

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. 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 made 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the *Employment and Social Development Canada (ESDC) - Labour's* website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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 [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 Status and Availability of Resources

The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.2.3.2 Education and Experience

5.2.3.2.1 SACC Manual clause [A3010T](#) (2010-08-16) Education and Experience

PART 6 - FINANCIAL

6.1 Financial Capability

1. **Financial Capability Requirement:** The Bidder must have the financial capability to fulfill this requirement. To determine the Bidder's financial capability, the Contracting Authority may, by written notice to the Bidder, require the submission of some or all of the financial information detailed below during the evaluation of bids. The Bidder must provide the following information to the Contracting Authority within seven (7) working days of the request or as specified by the Contracting Authority in the notice:
 - a. Audited financial statements, if available, or the unaudited financial statements (prepared by the Bidder's outside accounting firm, if available, or prepared in-house if no external statements have been prepared) for the Bidder's last three fiscal years, or for the years that the Bidder has been in business if this is less than three years (including, as a minimum, the Balance Sheet, the Statement of Retained Earnings, the Income Statement and any notes to the statements).
 - b. If the date of the financial statements in (a) above is more than five months before the date of the request for information by the Contracting Authority, the Bidder must also provide, unless this is prohibited by legislation for public companies, the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement), as of two months before the date on which the Contracting Authority requests this information.

- c. If the Bidder has not been in business for at least one full fiscal year, the following must be provided:
 - i. the opening Balance Sheet on commencement of business (in the case of a corporation, the date of incorporation); and
 - ii. the last quarterly financial statements (consisting of a Balance Sheet and a year-to-date Income Statement) as of two months before the date on which the Contracting Authority requests this information.
 - d. A certification from the Chief Financial Officer or an authorized signing officer of the Bidder that the financial information provided is complete and accurate.
 - e. A confirmation letter from all of the financial institution(s) that have provided short-term financing to the Bidder outlining the total of lines of credit granted to the Bidder and the amount of credit that remains available and not drawn upon as of one month prior to the date on which the Contracting Authority requests this information.
 - f. A detailed monthly Cash Flow Statement covering all the Bidder's activities (including the requirement) for the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures on a monthly basis, for all the Bidder's activities. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
 - g. A detailed monthly Project Cash Flow Statement covering the first two years of the requirement that is the subject of the bid solicitation, unless this is prohibited by legislation. This statement must detail the Bidder's major sources and amounts of cash and the major items of cash expenditures, for the requirement, on a monthly basis. All assumptions made should be explained as well as details of how cash shortfalls will be financed.
2. If the Bidder is a joint venture, the financial information required by the Contracting Authority must be provided by each member of the joint venture.
 3. If the Bidder is a subsidiary of another company, then any financial information in 1. (a) to (f) above required by the Contracting Authority must be provided by the ultimate parent company. Provision of parent company financial information does not by itself satisfy the requirement for the provision of the financial information of the Bidder, and the financial capability of a parent cannot be substituted for the financial capability of the Bidder itself unless an agreement by the parent company to sign a Parental Guarantee, as drawn up by Public Services and Procurement Canada (PSPC), is provided with the required information.
 4. **Financial Information Already Provided to PSPC:** The Bidder is not required to resubmit any financial information requested by the Contracting Authority that is already on file at PSPC with the Contract Cost Analysis, Audit and Policy Directorate of the Policy, Risk, Integrity and Strategic Management Sector, provided that within the above-noted time frame:
 - a. the Bidder identifies to the Contracting Authority in writing the specific information that is on file and the requirement for which this information was provided; and
 - b. the Bidder authorizes the use of the information for this requirement.

It is the Bidder's responsibility to confirm with the Contracting Authority that this information is still on file with PSPC.

-
5. **Other Information:** Canada reserves the right to request from the Bidder any other information that Canada requires to conduct a complete financial capability assessment of the Bidder.
 6. **Confidentiality:** If the Bidder provides the information required above to Canada in confidence while indicating that the disclosed information is confidential, then Canada will treat the information in a confidential manner as permitted by the [Access to Information Act](#), R.S., 1985, c. A-1, Section 20(1) (b) and (c).
 7. **Security:** In determining the Bidder's financial capability to fulfill this requirement, Canada may consider any security the Bidder is capable of providing, at the Bidder's sole expense (for example, an irrevocable letter of credit from a registered financial institution drawn in favour of Canada, a performance guarantee from a third party or some other form of security, as determined by Canada).

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 Statement of Work - Contract

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A" and the technical and management portions of the Contractor's bid entitled _____, dated _____.

7.1.2 Task Authorization

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

7.1.2.1 Task Authorization Process

Task Authorization:

The Work or a portion of the Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

Task Authorization Process:

1. The *Project Authority* will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" form specified in Annex "E".
2. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis (bases) and methods of payment as specified in the Contract.
3. The Contractor must provide the *Project Authority*, within 14 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
4. The Contractor must not commence work until a TA authorized by the *Project Authority* has been received by the Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

7.1.2.2 Task Authorization Limit

The *Project Authority* may authorize individual task authorizations up to a limit of \$50,000.00, Applicable Taxes included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the *Project Authority and Contracting Authority* before issuance.

7.1.2.3 Canada's Obligation - Portion of the Work - Task Authorizations

Canada's obligation with respect to the portion of the Work under the Contract that is performed through task authorizations is limited to the total amount of the actual tasks performed by the Contractor.

7.1.2.4 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a *bi-annual basis* to the Contracting Authority.

The bi-annual periods are defined as follows:

- 1st half: April 1 to September 30;
- 2nd half: October 1 to March 31;

The data must be submitted to the Contracting Authority no later than 30 calendar days after the end of the reporting period.

Reporting Requirement- Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization (TA) of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized TAs; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

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 Services and Procurement Canada.

7.2.1 General Conditions

2035 (2016-04-04), General Conditions - Higher Complexity - Services, apply to and form part of the Contract.

7.2.2 Revision to General Conditions

7.2.2.1 Under Section 04, "Status of the Contractor", delete paragraph 1 in its entirety and insert:

The Contractor is an independent contractor engaged by Canada to perform the Work. Nothing in the Contract is intended to create a partnership, a joint venture between Canada and the other Party or Parties. Neither the Contractor nor any of its personnel is engaged as an employee of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

The Contractor is a limited agent of Canada, for dealing with the Load Settlement Agent, the Independent Systems Operator, the Wire Services Provider(s) and other third parties, only as necessary for the purposes of providing the services under the contract.

7.3 Security Requirements

7.3.1 There is no security requirement applicable to this Contract.

7.4 Term of Contract

7.4.1 Period of the Contract

The period of the Contract is from January 01, 2017 to December 31, 2021 inclusive.

7.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one (1) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least *thirty* (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

7.5 Authorities

7.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Rod Getzinger
Public Services and Procurement Canada
Procurement and Compensation Branch
ATB Place North Tower
10025 Jasper Ave, 5th floor
Edmonton, AB T5J 1S6

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

Telephone: 780-497-3872
Facsimile: 780-497-3510
E-mail address: rod.getzinger@pwgsc-tpsgc.gc.ca

Alternate:
Brad Campbell
Procurement Specialist
Public Services and Procurement Canada
Procurement and Compensation Branch
ATB Place North Tower
10025 Jasper Ave, 5th floor
Edmonton, AB T5J 1S6
Telephone: 780-721-5224
Facsimile: 780-497-3510
E-mail address: brad.campbell@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:

TBA:
Title: _____
Organization: _____
Address: _____

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

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

7.5.3 Contractor's Representative

TBA:
Title: _____
Organization: _____
Address: _____

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

7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Contractor has agreed that this information will be

reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2** of the Treasury Board Secretariat of Canada

7.7 Payment

7.7.1 Basis of Payment – Limitation of Expenditure (Required Work)

For the Work described in Sections 1, 2, 3, and 4 of the Statement of Work in Annex "A":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$_____ (insert the amount at contract award). Customs duties are included, and Applicable Taxes are extra.

7.7.2 Basis of Payment - Limitation of Expenditure - Task Authorizations (Additional Services)

For the Work described in Section 5 of the Statement of Work in Annex "A":

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work specified in the authorized Task Authorization (TA), as determined in accordance with the Basis of Payment in Annex "B", to the limitation of expenditure specified in the authorized TA.

Canada's liability to the Contractor under the authorized TA must not exceed the limitation of expenditure specified in the authorized TA. Customs duties are *included*, and Applicable Taxes are extra.

No increase in the liability of Canada or in the price of the Work specified in the authorized TA resulting from any design changes, modifications or interpretations of the Work will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

7.7.3 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are *included* and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
 - a. when it is 75 percent committed, or
 - b. four (4) months before the contract expiry date, or
 - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

7.7.4 Monthly Payment - Electrical Energy and Renewable Energy Certification

1. Canada will pay the Contractor on a monthly basis for work performed during the month covered by the invoice in accordance with the payment provisions of the Contract if:
 - a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. all such documents have been verified by Canada;
 - c. the Work performed has been accepted by Canada.
2. The Contractor will recover payments for Wire Services Providers' delivery charges and ISO trading fees on its invoices to the client departments as pass through costs without mark up.
3. Payment for Electrical Energy and related services will be made:
 - a. within thirty (30) days following the date on which the Work has been performed; or
 - b. within thirty (30) days following the date on which an invoice and substantiating documentation are received according to the terms of the Contract;whichever date is the later.
4. Subject to Section 34 of the *Financial Administration Act* (Canada), in the event a client department disputes, in good faith, any part of an invoice Canada will nevertheless pay the full amount outstanding to the Contractor within the time period stipulated in 7.7.4.3 above until the matter is resolved. If an excessive amount has been paid, the excess amount will be carried as a credit balance on the client department's account and applied to future invoices unless the client department requests an immediate refund.

7.7.5 Progress Payments – Additional Services under a Task Authorization

1. Canada will make progress payments in accordance with the payment provisions of the Contract, no more than once a month, for cost incurred in the performance of the Work, up to 90 percent of the amount claimed and approved by Canada if:
 - a. an accurate and complete claim for payment using form PWGSC-TPSGC 1111, Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - b. the amount claimed is in accordance with the basis of payment;
 - c. the total amount for all progress payments paid by Canada does not exceed 90 percent of the total amount to be paid under the Contract;
 - d. all certificates appearing on form PWGSC-TPSGC 1111 have been signed by the respective authorized representatives.
2. The balance of the amount payable will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the item if the Work required under the Task Authorization has been accepted by Canada and a final claim for the payment is submitted.
3. Progress payments are interim payments only. Canada may conduct a government audit and interim time and cost verifications and reserves the rights to make adjustments to the Contract from time to time during the performance of the Work. Any overpayment resulting from progress payments or otherwise must be refunded promptly to Canada.

7.7.6 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

7.7.7 T1204 – Direct Request by Customer Department

SACC Manual clause A9117C (2007-11-30) T1204 – Direct Request by Customer Department

7.7.8 Discretionary Audit

SACC Manual clause C0705C (2010-01-11) Discretionary Audit

7.7.9 Time Verification

SACC Manual clause C0711C (2008-05-12) Time Verification

7.8 Invoicing Instructions

7.8.1 Electrical Energy and Renewable Energy Certification

7.8.1.1 Invoice Consolidation

1. The Contractor must generate electronic invoices and will submit monthly invoices to the applicable client departments for the provision of Electrical Energy and related services, and REC's as applicable, during each preceding month. Each Site as set out in Appendix 1 to Annex "A" must be accounted for each month.
2. The Contractor must forward electronic copies of all invoices to Canada's Electrical Energy Auditor .

7.8.1.2 Format of the invoices must generally follow the outline as listed below. The following information must be included on all invoices submitted by the Contractor.

1. General
 - a. Crown ID; account number; service address
 - b. Current statement date; previous payment date; due date
 - c. Current balance; previous balance; amount due; total GST; current charges; previous payment
 - d. Site ID;
 - e. Billing period start; billing period end; number of days in period billed
 - f. Previous meter reading date and value; current meter reading date and value; or estimated meter reading date and value
2. Consumption Charges
 - a. Name of provider

- b. Actual consumption value; estimated consumption value; corrected consumption value; total consumption value; consumption charges, unit charges as per Off-Peak, On-Peak, Peak-Peak and Spot Market
 - c. REC's consumption value and premium (as applicable)
 - d. Reflect initial, interim and final adjustments arising out of prior months
- 3. Wire Service Provider Delivery charges
 - a. Name of provider
 - b. Distribution charges – variable and fixed
 - c. Transmission charges - variable and fixed
 - d. Local access fee- variable and fixed
 - e. Rate riders; billing adjustments; rebates
 - f. Line losses and Unaccounted for Energy (UFE)
- 4. ISO Trading Fees.
- 5. Canada's Electrical Energy Auditor fee, on a price per MWh basis, as provided by the Project Authority.
- 6. Contractor's Retail Fee for settled energy (Fixed Quantity Electrical Energy and Spot Market Electrical Energy).
- 7. Invoice reconciliation and summary by client department and by facility.
- 8. All of the above information must be accessible via a Web portal, in addition to the following:
 - a. Consumption Charges: Graph of current period vs. previous period usage;
 - b. Wire Service Provider Tariff Bill File: Billing demand and charge; actual demand, monthly peak demand; Power Factor Penalty, Demand Penalty; and
 - c. Emissions Reductions Transfer of Ownership and Reporting to each Client Department and centrally to PSPC.

7.8.2 Invoicing Instructions – Progress Claim - Additional Services

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. list of all expenses;
 - d. expenditures plus pro-rated profit or fee;
 - e. the description and value of the milestone claimed as detailed in the Contract.
 - f. Task Authorization Number, Financial Codes, and Client Reference Number as shown on the Task Authorization

- g. total of all previous claims against the Task Authorization and the extension of the totals to date

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses, travel and living expenses;
 - c. the claim is accompanied by the deliverables required for the period of the claim;
 - d. a copy of the monthly progress report.
2. Applicable Taxes, must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the *Project* Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The *Project* Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

7.9 Certifications and Additional Information

7.9.1 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.

7.9.2 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.

7.10 Applicable Laws

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

7.11 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 Agreement;
- (b) the general conditions 2035 (2016-04-04) Higher Complexity - Services;
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex D, Federal Contractors Program
- (f) Annex E, Task Authorization Form PWGSC-TPSGC 572
- (g) the signed Task Authorizations (including all of its annexes, if any);
- (h) the Contractor's bid dated _____,

7.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

7.13 Canadian Forces Site Regulations

SACC Manual Clause A9062C (2011-05-16) Canadian Forces Site Regulations

7.14 Government Site Regulations

SACC Manual Clause A9068C (2010-01-11) Government Site Regulations

7.15 Dispute Resolution

1. If there is a dispute between the Parties arising out of the Contract, the Parties shall, acting in good faith, use their best efforts to resolve the dispute as soon as possible in an amicable manner. If the dispute remains unresolved after initial dispute resolution efforts, then on notice from either Party to the other, the dispute will be referred to higher management of each of the Parties for resolution. Any dispute resolved pursuant to this Section will be reduced to writing and, when approved by the Parties, will be final and binding.
2. In the event a dispute remains unresolved by higher management of the Parties after ten (10) days, the unresolved dispute shall be submitted to non-binding mediation which shall be conducted under the auspices of the Canadian Foundation for Dispute Resolution in accordance with the rules of that organization. The mediation process shall continue until either all issues are resolved, one of the Parties wishes to terminate the mediation, or the mediator makes a finding that there is no possibility of resolution. A Party shall not be entitled to terminate the mediation process prior to 10 days following the appointment of the mediator.
3. If a dispute between the Parties is not resolved in mediation, either Party may give written notice to the other of its desire to have the matter resolved by arbitration subject to all issues involving public law of Canada being referred for determination to the Federal Court of Canada. Unless within five (5) Business Days following such notice the matter is resolved, the dispute will be submitted to

arbitration. The arbitration will be conducted in the City of Edmonton, in the Province of Alberta, in accordance with the *Arbitration Act* (Alberta), as amended from time to time.

4. In an arbitration:

- a. the Parties shall attempt to appoint a mutually satisfactory arbitrator qualified by training and knowledge to arbitrate the issue(s) in dispute, within ten (10) business days of receipt of the notice;
- b. if the Parties cannot agree on a single arbitrator within ten (10) business days, each Party shall appoint a single arbitrator within ten (10) business days thereafter by written notice, and the two (2) arbitrators shall together appoint a third arbitrator within ten (10) business days of their appointment;
- c. it shall be a condition of the appointment of any arbitrator that the arbitrator and any employees and consultants of the arbitrator maintain in strict confidence all materials and disclosed information relating to the proceedings, that the arbitrator will not allow the use of the same for any purpose collateral to the arbitration, and upon request of the source will return any hard copy documents to their source immediately upon the conclusion of the arbitration;
- d. the dispute shall be heard by the arbitrator(s) within fifty-five (55) business days of the written notice for arbitration unless extended by mutual agreement between the Parties;
- e. the arbitrator(s) shall render a decision within twenty (20) business days of the last day of the hearing. The decision of the arbitrato(r) will be final and binding upon the Parties; and
- f. all expenses of the arbitration, including the cost of the arbitrator and the costs associated with the appointment thereof shall be shared equally by the Parties and, subject to any award by an arbitrator, each Party shall bear its own costs to participate in the arbitration.

ANNEX "A"

STATEMENT OF WORK

- 1.0 Definitions** – Words, phrases and terms used have the meanings as set out in the "Act" unless otherwise defined in this document.

Act means the Electric Utilities Act S.A. 2003 c. E-5.1 of Alberta and the regulations made thereunder, all as amended, replaced or re-enacted from time to time.

Alberta Interconnected Electrical System has the meaning specified in the Electric Utilities Act of the Province of Alberta.

Aggregate Fixed Quantity is as defined in Appendix 2 to Annex "A"

Assigned Fixed Quantity is the portion of the individual client department total Settled Energy (SE) which will be paid for at Fixed Unit Prices.

Assigned Hourly Fixed Quantity is the portion of the individual client department hourly Settled Energy (SE) which will be paid for at Fixed Unit Prices.

Agreement means Contract and visa versa.

Business Day means a day, other than a Saturday or Sunday, or statutory holiday in Alberta.

Client Department means Federal Departments and Agencies in Alberta receiving services under the Contract.

Electrical Energy is a general description inclusive of Conventional Electrical Energy and Green Electrical Energy.

Emissions Reductions means intangible commodities arising through the displacement by eligible sources of air pollution emissions from coal, oil, orimulsion or natural gas fueled Electrical Energy generation or by direct reduction through combustion of a waste fuel such as methane. Emissions Reductions are for specific pollutants known to arise from some or all fossil-fuel Electrical Energy generation supplying the Alberta Interconnected Electrical System. The pollutants recognized are; carbon dioxide (CO₂), sulfur dioxide (SO₂), nitrous oxide (N₂O), nitrogen oxides (NO_x), particulates and heavy metals (mercury, chromium 6, cadmium, lead, nickel) and arsenic. Emissions Reductions include "Greenhouse Gas (GHG) Emissions Reductions", which are Emissions Reductions for CO₂, methane (CH₄) and N₂O as a special subset.

Fixed Quantity is the portion of the total Settled Energy (SE) which will be paid for at Fixed Unit Prices.

Fixed Unit Price for Hourly Settled Electrical Energy is comprised of three rates: Peak-Peak, On-Peak, Off-Peak as defined in Annex "B".

Forward Wholesale Market Price means an agreement between a buyer and a seller stating a price to deliver a fixed amount of electricity at a certain date or time and at a predefined price.

Green Electrical Energy means Electrical Energy generated and supplied into the Alberta Interconnected Electrical System arising from Renewable Energy Sources having Low Environmental Impact.

Low Environmental Impact means having the following characteristics:
Electrical Energy originating from renewable low-impact electricity generating facilities that meet the Eco Logo certification criteria;

Renewable Energy Certification Premium means a firm unit price charged for REC's over and above the charges for conventional or non-Green Electrical Energy, and for administering the REC's portion of the contract.

Renewable Energy Credits (REC's) means REC's of the Electrical Energy associated with the generation of electricity using Renewable Energy Sources having Low-Environmental Impact, and, without limitation, include:

- a) Rights to any fungible or non-fungible attributes, whether arising from the generating sources themselves, from interaction of the sources with the Alberta Interconnected Electrical System or because of applicable legislation, and;
- b) Any and all ownership rights relating to the renewable nature of the energy source, such as renewable energy certificates.

Specific REC's include ownership rights to Emissions Reductions or entitlements resulting from interaction of the sources with the electricity grid or as specified by applicable legislation (e.g. emissions allowances), including for greenhouse gases (CO₂, CH₄, and N₂O), particulate matter, NO_x, sulfur oxides (SO_x), and heavy metals (mercury, hexavalent chromium, inorganic cadmium, lead, nickel compounds), and arsenic, and the right to quantify and register these with competent authorities.

Renewable Energy Source means wind, sun, or water, hereinafter referred to as Source A, and biomass (including methane), hereinafter referred to as Source B, where the electricity is generated from emerging and innovative applications, and where:

- a) the turbine size of eligible hydro plants is 2 megawatts (nameplate) or less each, or, if the unit size is more than 2 megawatts each, the total hydro plant capacity (nameplate) is less than 50 megawatts; and, the Electrical Energy generated results from:
 - plant refurbishment leading to an increase in production, such as plant automation, equipment improvements using computational fluid dynamic (CFD) optimization; or
 - innovative applications such as wastewater treatment plant outfalls, pressure relief valves in water supply systems, irrigation canal drop structures, special tunneling techniques, siphon intakes and hybrid energy systems; or
 - innovative turbine-generator units such as low head (with head less than 15M), pump as turbine and variable speed units;
- b) eligible biomass waste technologies, include:
 - gasification;
 - two-stage combustion (sometimes called gasification);
 - fluidized bed combustion, combustion system with a modern (novel) air system, or;
 - a system involving biomass drying and suspension firing; or
- c) methane produced:
 - from municipal solid waste in landfill sites; or,

- by anaerobic fermentation using the treatment of municipal sewage or animal manure.

Retail Fee means the fees to be paid by Canada to the Contractor in respect of the provision of Retail Services on the Settled Electrical Energy.

Settlement System Code means the rules made by the Independent System Operator under the Act to govern Load Settlement in the Province of Alberta.

Settled Electrical Energy means the metered annual hourly load plus an allowance for line losses and unaccounted for energy.

Site means each service address and "Sites" means collectively the service addresses specified in Appendix 1 to Annex "A" attached.

Source A & Source B means (see interpretation "Renewable Energy Source").

2.0 Requirements

2.1 The contractor must provide Electrical Energy and related administrative services, plus additional related services as authorized, for the following client departments in the Province of Alberta:

- Agriculture and Agri-Food Canada (AAFC)
- Canada Border Services Agency, Waterton, AB (CBSA)
- Canadian Food and Inspection Agency (CFIA)
- Correction Services Canada (CSC)
- Department of National Defence (DND)
- Environment Canada (ENV)
- Health Canada (HCAN)
- Natural Resources Canada (NRCAN)
- Parks Canada Agency (PARKS)
- Public Services and Procurement Canada (PSPC)
- Royal Canadian Mounted Police (RCMP)

The client department sites are listed in Appendix 1 to Annex "A".

2.2 Approximately 231,000 MWh per year of Electrical Energy, plus various quantities of REC's must be delivered. Appendix 2 to Annex "A" defines the fixed quantities of Electrical Energy and REC's. All these will be paid for in accordance with Annex "B" Basis of Payment.

3.0 Retail Services

3.1 Canada acknowledges that the Contractor will be relying upon information provided by the Load Settlement Agent, the Independent System Operator and the Wire Services Provider(s) as applicable in performing the Retailing Services. Notwithstanding, the Contractor has a fiduciary responsibility to make reasonable efforts to ensure such information is accurate and representative specific to the commodity being consumed and billed for.

3.2 Canada acknowledges the transmission, distribution and/or delivery of the electricity to Canada is the responsibility of the Wires Service Provider.

- 3.3** The Contractor, as Canada's electricity retailer, must maintain sufficient financial standing to meet its financial operating and regulatory obligations for satisfying all prudential requirements, registration requirements and settlements with the Alberta Power Pool and each applicable Wire Services Provider in connection with Canada's consumption of Electrical Energy at the Sites.
- 3.4** The Contractor must:
- 3.4.1 Enroll Canada's sites with the Load Settlement Agent for the delivery of electricity.
 - 3.4.2 Collect Load Settlement information from the applicable Load Settlement Agent in relation to the consumption of Electrical Energy by Canada at the individual sites, the collective consumption of all the sites by department and the collective consumption by all departments.
 - 3.4.3 Determine all energy charges for the Settled Electrical Energy consumed at the sites as further detailed in 3.4.2
 - 3.4.4 Determine monthly distribution access service charges and transmission charges for Canada.
 - 3.4.5 Prepare a consolidated monthly bill for Canada – by site and by department - complete with, but not limited to: Electrical Energy charges, transmission charges, distribution access service charges and regulated charges (i.e. line losses and UFE) and any other costs for which Canada is responsible as per the Alberta Settlement System Code.
 - 3.4.5.1 The Contractor must establish the requirements for invoice consolidation, format and billing preferences with each client department individually and meet their particular requirements. The preferences may include paper invoicing, electronic billing, aggregate billing (e.g. certain billing for REC's must be done centrally to PSPC and some direct to the individual client departments), and adding site specific information such as building codes. The system utilized must accommodate changes and revisions.
 - 3.4.5.2 The system must be in place and fully functional prior to Electrical Energy delivery on January 1, 2017.
 - 3.4.6 Assist the client departments with energization or de-energization projects by assisting in coordinating activities with the Wire Service Provider.
 - 3.4.7 Provide each client department with a budget estimate for the next fiscal year (April 1 to March 31) by the 3rd quarter of the current fiscal year. Budget to include, but not be limited to, all electricity related costs – wires, commodity, delivery, retail fees, REC's Premiums, and load projections.
 - 3.4.8 Provide a single point of contact, who will be an energy professional with sound industry knowledge and skills, with the ability and resources to deal with all administrative and technical aspects of this contract.
 - 3.4.9 Develop, maintain and operate a data management system as per section 3.11, Data Management.
 - 3.4.10 Identify and advise the Project Authority of all applicable changes, but not limited to, settled energy quantities, wire tariffs and substantial regulatory issues.

- 3.4.11 Review the wire rates for each site to ensure correct and best tariffs are being applied.
- 3.4.12 Identify and advise where power factor reviews should be conducted for each site as applicable.
- 3.4.13 Identify and advise on opportunities to install interval metering equipment where there is a benefit for sites to move off of or enhance the generic and site specific assigned load profile.
- 3.4.14 The Contractor shall immediately notify the Technical Authority should a problem arise specific to the verification and usage of the Electrical Energy by client department sites.

3.5 Metering

- 3.5.1 Canada acknowledges that Electrical Energy sold to Canada by the Contractor will be metered by metering equipment supplied and maintained by the applicable Wire Services Providers at the Sites.
- 3.5.2 Canada may request that the Contractor arrange to have such metering equipment tested in accordance with the applicable Wire Services Provider's terms and conditions and sound industry practices. The expense of such test will be borne by Canada.
- 3.5.3 Electricity consumption at the Sites will be determined on the basis of the applicable Load Settlement information provided by the applicable Load Settlement Agent and that information will be deemed to be accurate for the purposes of this Contract. Notwithstanding, nothing herein will prevent Canada from requesting the Contractor to seek or the Contractor from seeking, under the Settlement System Code of Alberta, correction of an error in the Load Settlement information and facilitating subsequent financial and physical remediation.

3.6 Load Settlement Agent Enrollment Process

- 3.6.1 Canada will provide the Contractor and/or the Load Settlement Agent as required with necessary information and access to Sites upon reasonable notice as required by the Load Settlement Agent enrollment process. The information with respect to sites has been provided in Appendix 1 to Annex "A".
- 3.6.2 The Contractor will retrieve Canada's load data from the applicable Load Settlement Agent(s) for each site and/or accumulation of sites. An executed copy of this Agreement will serve as confirmation of Canada's instruction in this regard. The Contractor must complete and return to Canada for signature an application form for each Site listed in Appendix 1 to Annex "A" to allow such access to information and enrollment with the Load Settlement Agent. The Contractor must ensure that the information to enroll the Sites is complete and accurate and the Contractor will work with Canada to correct the deficiencies of any enrollment documentation to ensure the complete enrollment of all Sites.
- 3.6.3 The Contractor must accurately enroll all of Canada's sites for electricity supply, effective January 1, 2017.

3.7 Relocation and Change in Number of Sites

- 3.7.1 In the event that Canada wishes to delete sites from this Agreement due to property sale, abandonment or some other reason, or in the event Canada wishes to add sites to this Agreement, Canada will issue a Notice of Site Change request form to the Contractor, 20 business days prior to the addition or deletion, which identifies the sites. In the case of the addition of sites, the notice will set out the same type of information for those sites which had previously been provided for the existing sites as per Appendix 1 to Annex "A". The Contractor will apply to the applicable Wire Services Provider to enroll or de-enroll, as applicable, the sites with the Contractor as retailer within 5 business days of receipt of amendment.
- 3.7.2 Notwithstanding the amendment of Appendix 1 to Annex "A":
- 3.7.2.1 This Contract will continue to apply to sites that have been deleted from this Contract until such time as the sites have been de-enrolled with the Contractor as the retailer by the applicable Wire Services Provider; and
- 3.7.2.2 This Contract will not apply to sites that have been added to this Contract until such time as the sites have been enrolled with the Contractor as the retailer by the applicable Wire Services Provider.

3.8 Re-profiling of Fixed Quantities

- 3.8.1 If one or more client departments consistently consume more or less than their Assigned Fixed Quantity, and the total load still exceeds the Aggregate Fixed Quantity, then Canada may re-profile on an annual basis the Fixed Quantity for those departments. This re-profiling will not affect Canada's Aggregate Fixed Quantity, unless it is revised under terms described elsewhere in this contract.

3.9 Electrical Energy Auditing

- 3.9.1 The Contractor must keep proper books, accounts and records of its cost of the provision of Electrical Energy to Canada under this Contract and of all expenditures or commitments made by it in connection therewith and all invoices, receipts and vouchers relating thereto.
- 3.9.2 The Contractor must cause all books, accounts, records, invoices, receipts and vouchers associated with Electrical Energy to be preserved, kept and made available for an Electrical Energy audit and inspection by Canada, either directly or through an agent, at any time until the expiration of six (6) years from the end of the Contract.
- 3.9.3 The Contractor must, on prior notice to the Contractor, afford facilities for such audit and inspection and must furnish Canada's authorized representatives with the required information to complete the audit.
- 3.9.4 The Contractor must provide data in electronic format for auditing purposes to Canada's Electrical Energy Auditor on a monthly basis to coincide with the monthly invoicing. Data files must include the raw meter and wire billing data, electronic billing files, site ID lists, identification of REC's generation sources and volumes as applicable, and any other information required to validate the validity and accuracy of the bills.

- 3.9.5 The Contractor will pay Canada's Electrical Energy Auditor, on a price per MWh basis as provided by the Project Authority, and will recover those costs without markup in its invoices to the client departments. Audit costs will be allocated to the site level on a current basis and adjusted to settlement periods.
- 3.9.6 Canada reserves the right to audit the Contractor's billing records and to obtain and retain copies of operational records pertinent to the substantiation of the REC's delivered and invoiced.

3.10 Data Management

- 3.10.1 Upon request of Canada, the Contractor will provide customized reports such as cost, Electrical Energy consumption history, Emissions Reductions and benchmarking between sites and departmental requirements.
- 3.10.2 The Contractor must provide a secure web portal by January 01, 2017, by which client departments and the auditor can access historical summary and detailed site information.
- 3.10.3 The Contractor will provide client departments with consumption and cost data, as requested, by site and by account, in a standardized electronic format (Microsoft Excel or csv) that is transferable by the client departments to their respective data management systems.
- 3.10.4 The Contractor will upload available historical data so that it is accessible through the web portal.
- 3.10.5 The software must have the capability to drill down through data to the individual site level.
- 3.10.6 The software must have the capability to aggregate the total load by site and by client departments and compare the totals to the contracted quantities versus actual consumption quantities on an hourly, weekly and monthly basis to facilitate the required reporting and reconciliation process.
- 3.10.7 The software must have the capability to identify energy usage by client departments and be able to identify which departments are causing the Total Settled Energy to change.
- 3.10.8 The software and subsequent reports must be capable of the following:
 - 3.10.8.1 Identify individual site load consumption hourly, weekly and monthly.
 - 3.10.8.2 Identify individual client department load consumption by the hour by rolling up the individual site load data
 - 3.10.8.3 The software must have the capability to track individual client department total load and determine whether they have fallen below or risen above their Assigned Hourly Fixed Quantity.
 - 3.10.8.4 Identify Canada's portfolio Total Settled Energy consumption by the hour by rolling up the individual client department data. If Canada's Total Hourly Settled Energy consumption falls below the Fixed Quantity, then the client department(s) that caused the deviation will be identified along with consumption values.

- 3.10.9 Each individual client department's aggregate consumption for invoicing purposes must be compared to their Assigned Fixed Quantity and reconciled monthly. Invoicing reconciliation will take place as follows:
- 3.10.9.1 If the total client aggregate monthly load is above the Assigned Fixed Quantity, then invoicing can proceed as per Article 7.7 of the contract.
- 3.10.9.2. If the client's total aggregate monthly load is below the Assigned Fixed Quantity, then the client's facility(ies) that caused the deviation, must be identified along with consumption values. The monthly invoice will then be reconciled based on the hourly settled Electrical Energy on the spot market versus the hourly Fixed Quantity contract value, resulting in either a refund or an extra billing on the invoice.
- 3.10.9.3. The reconciliation will occur monthly during the normal invoicing period. The requirements of the AUC Rule 021 system code rules will be followed and incorporated specifically with respect to Initial, Interim and Final invoicing allocations.
- 3.10.9.4. This process is diagrammatically shown in Appendix "3" to Annex "A".

4.0 Renewable Energy Certification (REC's)

4.1 Renewable Energy Certification Procurement

- 4.1.1 The Contractor will deliver the REC's as per Appendix 1 to Annex "A" and in quantities as per Appendix 2 to Annex "A", on a monthly basis.
- 4.1.2 The Contractor must provide applicable retail services, as defined in section 3.0 Retail Services, associated with REC's and Emissions Reductions transfer of ownership and reporting as per this section.
- 4.1.3 REC's sources must be connected to the Alberta Interconnected Electrical System.
- 4.1.4 The sources of the REC's must have EcoLogo Certification for the electricity product supplied.
- 4.1.4.1 Proof of product source certification must be provided to the Project Authority prior to or accompanying the submission of the initial invoice for the REC's under this requirement.
- 4.1.4.2 The sources of the REC's must maintain EcoLogo Certification for the duration of the contract.

4.2 Renewable Energy Certification (including Emissions Reductions)

- 4.2.1 Canada must have the immediate unfettered rights of ownership of any and all REC's which are achieved through generation and delivery of the REC's under the contract.
- 4.2.2 All present and future value for the REC's, including Emissions Reductions, whether of a monetary nature or otherwise, will be included in the transfer of ownership of the REC's associated with the REC's delivered to Canada.

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- 4.2.3 Canada, as owner of the REC's, at its sole discretion may: register or bank the REC's with any relevant authority; retire or sell, assign and transfer these REC's to any person or entity.
- 4.2.4 The Contractor must maintain at all times during the term of this Contract, all necessary power and authority to execute, deliver and perform its obligations under the REC's articles of this Contract. In the case of any challenge to Canada's use or ownership of the subject REC's, the Contractor must provide any and all documents substantiating ownership immediately upon written request from Canada.
- 4.2.5 With respect to the Relationship to Activities Implemented Jointly and Greenhouse Gas Emissions Trading Systems: Greenhouse Gas Emissions Reductions under this Contract do not have, and are not to be construed as having, any relationship to activities implemented jointly under the "United Nations Framework Convention on Climate Change". This Contract will not prejudice any future action or position by Canada with respect to national greenhouse gas Emissions Reductions credits under the "United Nations Framework Convention on Climate Change", nor any future action or position concerning the development of a greenhouse gas domestic emissions cap and trading system by any authority having jurisdiction.
- 4.2.6 The Contractor must certify, quantify and report on the transfer of ownership of the REC's, including those specific Emissions Reductions described in Appendix 4 to Annex "A", associated with the REC's, as part of the consolidated monthly bill for Canada, as described in Sub-article 3.4.5 of Annex "A". Further, the Contractor must verify these REC's and Emissions Reductions via a reconciliation and reporting process. The Contractor must annually transfer ownership of these verified Emission Reductions and must issue certificates indicating this transfer, following reconciliation with the Contractor's supplier of REC's.
- 4.2.6.1 The Contractor certifies that any and all of the REC's realized from the REC's delivered under this Contract must be transferred solely to Canada and not to any other Party. The Contractor must allow Canada to undertake certification, quantification and verification by government audit before or after payment is made. Canada reserves the right to audit the Contractor's billing records and to retain copies.
- 4.2.6.2 The quantification and transfer of Emissions Reductions will be in accordance with Appendix 4 to Annex "A".
- 4.2.6.3 In the event that the Federal Government introduces its proposed Offset Credit System, the Contractor must register and transfer to Canada the REC's, including specific greenhouse gas Emissions Reductions associated with the REC's furnished under the Contract. Additional costs incurred by the Contractor in fulfilling this requirement, will be negotiated with the Contracting Authority and borne by Canada.

In the event of a provincially legislated or voluntary air pollution emissions trading system being introduced by an authority having jurisdiction, the Contractor will assist in registering and transferring to Canada the REC's, including specific Emission Reductions which are introduced under said legislation, associated with the REC's furnished under the Contract. Any reasonable additional costs incurred by the Contractor in fulfilling this requirement will be borne by Canada.

- 4.3** Should the certification, verification and quantification process and/or deliverables be altered, specific to the supply of REC's as defined herein, the Contractor will accommodate the new process and provide the deliverables to Canada, subject to cost negotiation with the Contracting Authority as applicable.

5.0 Additional Services

- 5.1** This section describes the additional services related to the supply and consumption of electricity which may be authorized on an "as and when requested" basis in accordance with Article 7.1.2 of the contract.

5.2 Types of additional services

- 5.2.1** Miscellaneous power consumption and usage projects as determined by the Project Authority in consultation with the client departments.
- 5.2.2** Bill optimization services as follows:
- 5.2.2.1** Implement review of the wire rates for each site to ensure best tariffs are being applied relative to individual client and Canada's aggregate load profile.
 - 5.2.2.2** Implement power factor analyses and demand/consumption load profile reviews for the site(s).
 - 5.2.2.3** Install interval metering where there is a benefit for sites to move off of the generic assigned load profile.
- 5.2.3** Provision of load and data for aggregate or individual facilities and economic analysis of Electrical Energy related projects. Analysis could include, but not limited to, project feasibility studies and the long-term validation of energy performance contracts.
- 5.2.4** Sub-metering solutions and ongoing data monitoring and verification.
- 5.2.5** Technical and engineering services for the purposes of energy management.

5.3 Types of Personnel

- 5.3.1** The types of personnel that the Contractor will make available as requested include, but are not limited to, the following:
- Professional Project Managers
 - Shop Technician, Field Technician, Electrical and Mechanical Planners, Trades and Trades Coordinator, Technical Project Manager, Drafting Services, Drafting Technician.
 - Engineers (Electrical, Mechanical, Civil), Designers and Supervisors
 - Energy Professionals, Power Procurement Professionals.
 - Records Administration, Clerical Services, Accounting.
 - Information Systems Support and Development.
- 5.3.2** The Project Authority may, in consultation with the Contractor, amend this list of the types of personnel. The labour rates for any additional types of personnel will be negotiated with the Contracting Authority.

5.4 Qualifications of Key Personnel

- 5.4.1 The qualifications of key personnel assigned to the work will be subject to the acceptance of the Project Authority.

6.0 Appendices

The Appendices listed below are an integral part of Annex "A" and of this contract.

<u>Appendix</u>	<u>Title</u>
1.	Site Data
2.	Quantity of Electrical Energy
3.	Invoice Reconciliation Flowchart
4.	Calculation of Emissions Reductions Credits

Appendix 1 to ANNEX "A"

SITE DATA

1.0 The attached information is for the Client Department Sites.

SITES BY WIRE SERVICE PROVIDER									
Dep't	ATCO	Fortis	EPCOR	ENMAX	Red Deer	Lethbridge	Crowsnest	Cardston	Total Sites
AAFC	4	30							34
CBSA		1							1
CFIA		6		1					7
CSC	17	4	5						26
DND Calgary		13		7	2				22
DND Cold Lake	81								81
DND Edmonton			39	5					44
DND Suffield		39							39
DND Wainwright		23							23
ENV	39	59	2	3	1	1	1	1	107
HCAN	63	21		1					85
NRCAN			1	1					2
PARKS		154							154
PSPC			3	2	1	1			7
RCMP		117	2	4	1	1	1	1	283
	156								
Totals	360	506	18	19	5	3	2	2	915

2.0 Detailed information - such as the service addresses and locations (address or legal land description), site descriptions (home, office, lighting, irrigation, etc.), site ID, meter numbers, type of meters, account information and Canada's contact name and emergency phone number - will be provided after Contract award, as Schedule 1 to Appendix 1 to Annex "A".

Schedule 1 to Appendix 1 to Annex "A"

Client	Account		Site Count
AAFC	AAFC1	Lacombe	12
	AAFC2	Beaverlodge	4
	AAFC3	Lethbridge	15
	AAFC4	Vauxhall	3
CBSA	CBSA1	CBSA	1
CFIA	CFIA1	Calgary Lab	1
	CFIA2	Lethbridge	6
CSC	CSC1	CSC	26
DND	DND1	DND Calgary	22
	DND2	DND Cold Lake	81
	DND3	DND Edmonton	44
	DND4	DND Suffield	39
	DND5	DND Wainwright	23
EC	EC1	AMS North	1
	EC2	AMS South	18
	EC3	Dissemination	1
	EC4	Water Survey	87
HC	HC1	Health Canada	85
NRCAN	NRCAN1	Geological Survey	1
	NRCAN2	Northern Forestry	1
PCA	PCA1	Banff National Park	58
	PCA2	Lake Louise	35
	PCA3	Elk Island	18
	PCA4	Waterton	41
	PCA5	Upper Hot Springs	2
PSPC	PSPC1	PSPC	3
	PSPC2	Harry Hays	2
	PSPC3	Canada Place	2
RCMP	RCMP1	RCMP	281
	RCMP2	RCMP Forensic Lab	1
	RCMP3	RCMP T Division	1
Total			915

Appendix 2 to ANNEX "A"

QUANTITY OF ELECTRICAL ENERGY

1.0 ELECTRICAL ENERGY

1.1 Aggregate Fixed Quantity

The data for the Aggregate Fixed Quantity of Electrical Energy is available under "Attachments" on the solicitation posting page on Buy and Sell as "Schedule 1 to Appendix 2 to Annex "A "_English", and is based on the following:

- The metered annual load data for each of the 8,760 hours in a typical year for all client department sites as listed in Appendix 1 to Annex "A".

Plus

- a 6% allowance for line losses and unaccounted for energy related to the transmission/distribution system. (Note: This total provides an indication of the magnitude of the annual hourly aggregate load representing the annual Settled Electrical Energy).

Minus

- 15% of the annual Settled Electrical Energy for each of the 8,760 hours in a typical year.

Which then equals

- The **Aggregate Fixed Quantity** of Electrical Energy, which will be paid for at **Fixed Unit Prices**.

1.2 Assigned Fixed Quantity

The individual client department load profiles for each of the 8,760 hours in a typical year are calculated in a similar manner representing the **Assigned Fixed Quantity** and is shown in the table below

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

Federal Government Department Electricity Contract Volume Requirement 2017 - 2021														
Notes:		Health Canada may have up to 4000 MWh of consumption in 2017, but they expect to transition their sites away to first Nations throughout 2017/2018, therefore no allocated contract volumes												
The time periods are as follows:		Off- Peak	All non peak or peak-peak hours											
		On-Peak	HE9 - HE16	M-F, Excluding statutory holidays										
		Peak-Peak	HE17-HE21	M-F, Excluding statutory holidays										
Year		AAFC	CBSA	CFIA	CSC	DND	EC	HC	NRCAN	PCA	PWGSC	RCMP	TOTAL Contracted Volume (85% of Expected Total Consumption)	Expected Total Consumption (100%)
2017	Total Contract Volume (MWh)	19553	31	6092	21964	103800	518	0	2843	6516	24923	9367	195606	230125
	Off-Peak	11395	18	3696	13034	58818	300	0	1475	3892	11996	5373	109996	
	On-Peak	5126	8	1517	5696	29886	134	0	992	1585	8966	2480	56389	
	Peak-Peak	3033	5	879	3234	15096	84	0	376	1039	3961	1514	29221	
2018	Total Contract Volume (MWh)	19558	31	6092	21964	103837	518	0	2845	6515	24954	9365	195678	230209
	Off-Peak	11370	18	3689	13003	58686	299	0	1472	3884	11983	5358	109761	
	On-Peak	5144	8	1522	5715	29997	135	0	995	1590	8995	2488	56590	
	Peak-Peak	3044	5	881	3245	15154	84	0	378	1042	3976	1519	29328	
2019	Total Contract Volume (MWh)	19554	31	6092	21961	103795	517	0	2844	6514	24940	9361	195609	230128
	Off-Peak	11401	18	3699	13038	58862	300	0	1476	3891	12028	5371	110084	
	On-Peak	5122	8	1515	5692	29849	134	0	991	1585	8954	2478	56328	
	Peak-Peak	3030	5	878	3230	15084	84	0	376	1038	3958	1513	29197	
2020	Total Contract Volume (MWh)	19610	31	6113	22035	104140	520	0	2854	6533	25037	9393	196265	230900
	Off-Peak	11416	18	3707	13065	58990	300	0	1479	3896	12037	5380	110289	
	On-Peak	5148	8	1524	5723	29993	135	0	997	1593	9019	2492	56630	
	Peak-Peak	3046	5	883	3247	15157	84	0	378	1044	3981	1521	29346	
2021	Total Contract Volume (MWh)	19551	31	6094	21971	103797	518	0	2844	6518	24953	9368	195644	230170
	Off-Peak	11395	18	3699	13037	58866	299	0	1476	3891	12035	5375	110092	
	On-Peak	5124	8	1517	5700	29848	134	0	991	1587	8960	2479	56348	
	Peak-Peak	3032	5	878	3234	15083	84	0	376	1040	3958	1514	29205	

2.0 Renewable Energy Certification

2.1 The contractor will deliver 144,047 MWh/yr of REC's, from 01-Jan-17 to end of contract

- 23,000 MWh/yr to be delivered to PSPC sites, at the rate of 85% of PSPC's Settled Electrical Energy each month.
- 8,500 MWh/yr to be billed to AAFC sites, at the rate of 35% of AAFC's Settled Electrical Energy each month.
- 2,500 MWh/yr to be billed to CFIA sites, at the rate of 35% of CFIA's Settled Electrical Energy each month.
- 110,047 MWh/yr to be delivered to DND sites, at the rate of 90% of DND's Settled Energy each month as follows:
 - DND – Calgary: 3,586 MWh/yr
 - DND – Cold Lake: 36,321 MWh/yr
 - DND – Edmonton: 34,009 MWh/yr
 - DND – Suffield: 21,193 MWh/yr
 - DND – Wainwright: 14,938 MWh/yr

Delivery will be adjusted during the last month of each year to match the annual amounts listed for each Client Department.

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

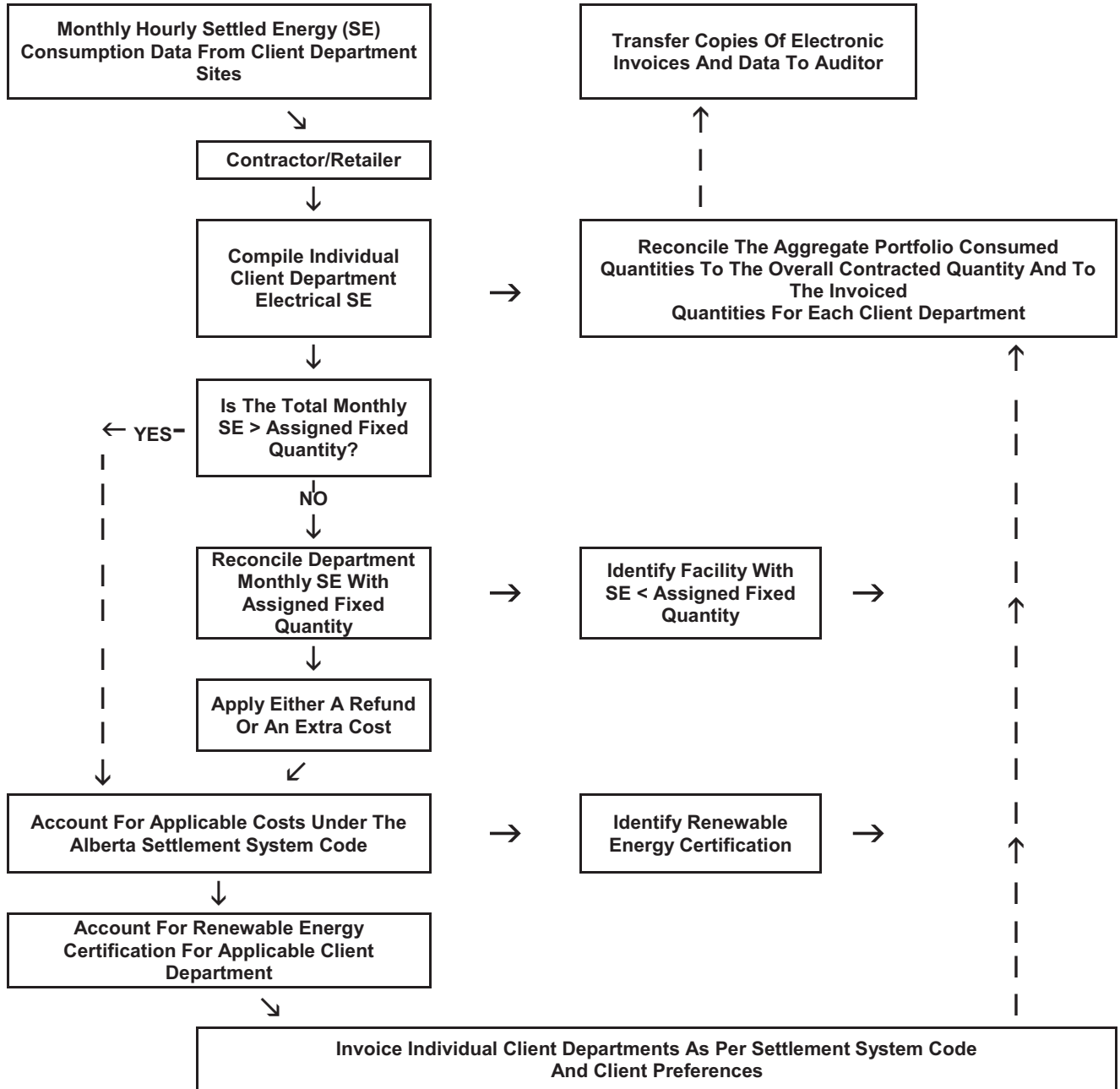
Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

- 2.2** Canada, at its sole discretion, may have additional REC's competitively procured and added to the contract, if available on the market, on an if and when requested basis upon 30 days notice to the Contractor, up to the total amount of the Aggregate Fixed Quantity. Such additional amounts, if added, will be delivered under the terms and conditions of the contract.

Appendix 3 to ANNEX "A"

INVOICE RECONCILIATION FLOWCHART



Appendix 4 to ANNEX "A"

CALCULATION OF EMISSIONS REDUCTIONS CREDITS

- The quantities of indirect Emissions Reductions will be calculated through the use of displacement coefficients for each pollutant applicable fossil fuel electrical generation in the Province of Alberta.

$$ER_i = \text{Green Power amount} \times \text{Displacement Factor}$$

Where:

ER_i = the Emissions Reductions for the i th pollutant.

REC's amount = the quantity in kWh of REC's purchased by the Green Power Purchaser.

The Emissions Reductions include only the imputed quantities of reductions arising from the displacement of fossil-fuel electrical generation to the Alberta Power Pool, and do not include emissions which may arise, or have arisen, in the construction or operation of the Green Power generation, nor do these include the direct GHG Emissions Reductions which may result from production of REC's from generation types "Source B".

Annual Displacement Coefficients for Selected Pollutants			
Pollutant	Natural Gas (kg/kWh)	Coal (kg/kWh)	Displacement Coefficient
CO ₂ carbon dioxide	0.4	1.017	0.471 tonne/MWh
SO ₂ sulfur dioxide	0	0.003224	0.373 kg/MWh
N ₂ O nitrous oxide	not available	not available	not available
NO _x nitrogen oxides	0.0006208	0.001962	0.776 kg/MWh
Particulates	0	0.0002301	0.0266 kg/MWh
Hg mercury	0	7.394×10^{-9}	8.56×10^{-7} g/MWh
Cr Hexavalent Chromium	0	1.657×10^{-9}	1.92×10^{-7} g/MWh
Cd inorganic cadmium	0	4.328×10^{-9}	5.01×10^{-7} g/MWh
Pb lead	0	1.731×10^{-8}	2.00×10^{-6} g/MWh
Ni Nickel compounds	0	3.292×10^{-8}	3.81×10^{-6} g/MWh
As inorganic arsenic	0	9.076×10^{-8}	1.05×10^{-6} g/MWh

2. The factors and methods in the table of Annual Displacement Coefficients for Selected Pollutants may be updated annually or at other times as needed and as found practical, to improve the precision of the quantification, via notice from Canada to the Contractor. The Contractor must co-operate in providing data, or access to data, as part of any effort by Canada to calculate or estimate such Emissions Reductions.
3. In the event that Canada's proposed Offset Credit System comes into being, the Contractor must apply to the designated System authority to obtain recognition of Offset Credits resulting from displacement of grid electricity by the REC's purchased and to transfer the entitlement to these Credits to Canada.
4. For direct GHG Emissions Reductions only, if REC's from types of generation comprising Source B are proposed as part of the supply under this contract, and any of the owner, manager, operator or purchaser of the Source B REC's for supply to Canada under this contract is making or wishes to make any claim whatsoever for direct Emissions Reductions, ownership of these must be transferred to Canada. The quantities of these Emissions Reductions, if any such claim for a Source B is contemplated, will be estimated and tables provided to the Project Authority.(available on request).
5. An annual post factor calculation of direct GHG Emissions Reductions actually achieved will be made, and a reconciliation of the transferred amounts of GHG Emissions Reductions previously transferred to Canada via the monthly statements made, and the correct amounts provided in an annual statement.
6. If the Contractor does not provide REC's from generation type Source B under this contract, no claim for direct Emissions Reductions for Source B Green Electrical Energy generation facilities will be made in relation to this contract.
7. In the event that Canada's proposed Offset Credit System comes into being, the Contractor must apply to the designated System authority to obtain recognition of Offset Credits resulting from direct Emissions Reductions from the Source B electrical generating facility in proportion to the REC's purchased by Canada, and must transfer the entitlement to these Credits to Canada.

ANNEX "B"

BASIS OF PRICING

NOTE TO BIDDERS

Insert prices in each available space containing the dollar (\$) sign throughout the Basis of Pricing for each period chosen. In case of a math error or omission in the totals, the unit prices will prevail. Any omission of a unit price and subtotal will be deemed as an offer to provide the unpriced commodity/service at \$00.00 (zero) dollars for that five year or option year period.

A. CONTRACT PERIOD: JANUARY 01, 2017 TO DECEMBER 31, 2021

1.0 ELECTRICAL ENERGY

The Contractor will be paid for each MWh, or part thereof, of Settled Electrical Energy delivered to the client department sites listed in Appendix 1 to Annex "A" during each hour of the month, in accordance with the following.

1.1 Billing Time Periods

- 1.1.1 The Peak-Peak Rate is for the hours beginning at 4:00 p.m. and ending at 9:00 p.m. Monday to Friday.
- 1.1.2 The On-Peak Rate is for the hours beginning at 8:00 a.m. and ending at 4:00 p.m. Monday to Friday.
- 1.1.3 The Off-Peak Rate is for the hours beginning at 9:00 p.m. ending at 8:00 a.m. Monday to Friday, and all day Saturday, Sunday and Statutory holidays.

The Federal Statutory Holidays in Alberta for the duration of the contract are listed in the table below. Should a Statutory Holiday fall on a Saturday or a Sunday, the next Monday is designated as the Statutory Holiday.

	2017	2018	2019	2020	2021
New Years Day	Jan 2	Jan 1	Jan 1	Jan 1	Jan 1
Daylight Savings Begins	Mar 12	Mar 11	Mar 10	Mar 8	Mar 14
Good Friday	Apr 14	Mar 30	Apr 19	Apr 10	Apr 2
Easter Monday	Apr 17	Apr 2	Apr 22	Apr 13	Apr 5
Victoria Day	May 22	May 21	May 20	May 18	May 24
Canada Day	Jul 1 – Sat	Jul 2	Jul 1	Jul 1	Jul 1
August Civic Holiday	Aug 7	Aug 6	Aug 5	Aug 3	Aug 2
Labour Day	Sept 4	Sept 3	Sept 2	Sept 7	Sept 6
Thanksgiving Day	Oct 9	Oct 8	Oct 14	Oct 12	Oct 11
Daylight Savings Ends	Nov 5	Nov 4	Nov 3	Nov 1	Nov 6
Remembrance Day	Nov 11 – Sat	Nov 11 – Sun	Nov 11	Nov 11	Nov 7

Christmas Day	Dec 25	Dec 25	Dec 25	Dec 25	Dec 25 – Sat
Boxing Day	Dec 26	Dec 26	Dec 26	Dec 28	Dec 27
Leap Year				yes	

- 1.1.4 The firm unit prices will be billed in accordance with time-of-day meter readings for each client department site. For each site which does not have time-of-day metering, the Contractor will bill the Fixed Unit Prices according to an Electrical Energy load profile for that site obtained from the Wire Services Provider.

1.2 Fixed Quantity

The Fixed Unit Prices will apply to actual Settled Electrical Energy up to the Assigned Fixed Quantity of MWh for each hour of the year for each Client Department as per Appendix 2 to Annex "A". The Aggregate Fixed Quantity for the contract will be 195,787 MWh per year.

NOTE: The data for the Aggregate Fixed Quantity (attached as Schedule 1 to Appendix 2 to Annex "A") is available in Excel format for bidding purposes, on request from the Contracting Authority named on the first page of the RFP.

1.3 Shortfall Quantity

For each Client Department, if during any hour the actual consumed quantity for that hour is less than the Assigned Fixed Quantity for that hour, as defined in 1.2 above, the Contractor will sell the shortfall quantity at the prevailing Pool Price, and:

- 1.3.1 if the Fixed Unit Price is greater than the Pool Price for that hour, Canada will pay to the Contractor an amount equal to the shortfall quantity for that hour multiplied by the amount by which the Fixed Price exceeds the Pool Price; or
- 1.3.2 if the Fixed Unit Price is less than the Pool Price for that hour, the Contractor will credit to Canada an amount equal to the shortfall quantity for that hour multiplied by the amount by which the Pool Price for that hour exceeds the Fixed Price.

1.4 Changes to Fixed Quantities and Renewable Energy Certification

Amendments to the Fixed Quantity due to significant changes in volumes will be processed as follows.

- 1.4.1 If one or more client departments consistently consume significantly more or less than their Fixed Quantities, and the total Electrical Energy load still exceeds the Aggregate Fixed Quantity, the Contractor will request authority from the Project Authority to re-profile such client department's Fixed Quantities accordingly. This will be done annually at no additional cost to the contract.
- 1.4.2 If a permanent increase to the Aggregate Fixed Quantity is required, an amount as determined and authorized by the Project Authority will be tendered by the Contractor to the electricity wholesalers in the market, on a competitive basis.
- 1.4.3 If a permanent decrease to the Aggregate Fixed Quantity is required:

1.4.3.1 in case of transfer of building ownership/management including responsibility for Electrical Energy payments, the related portion of the load will be formally transferred to the new entity under the same terms and conditions as this contract, provided the new entity meets the normal credit requirements of the Contractor; or

1.4.3.2 in the case of reduced Aggregate Fixed Quantity, an amount as determined and authorized by the Project Authority will be removed from the contract as a formal Contract Amendment.

1.4.4 Permanent increases or decreases to the REC's required under the contract may be requested by Canada. In such cases, the increased or decreased amounts will be obtained or sold under competition, in a manner similar to that for changes in the Aggregate Fixed Quantity.

1.5 Firm Unit Prices

Firm unit prices for the Fixed Quantity, Goods and Services Tax (GST) extra, expressed in dollars to a maximum of four (4) decimal places.

HOURS	MWh/Year		YEARS		FIRM UNIT PRICE/MWh		SUBTOTAL
Peak-Peak	29,303	X	5	X	\$ _ _ . _ _ _ _	=	\$
On-Peak	57,375	X	5	X	\$ _ _ . _ _ _ _	=	\$
Off-Peak	109,672	X	5	X	\$ _ _ . _ _ _ _	=	\$
Sub-total Cost for Fixed Quantity Energy							\$

1.6 Additional Quantity at Pool Prices

The quantity of Electrical Energy delivered that is greater than the Aggregate Fixed Quantity (which is approx. 85% of the estimated Electrical Energy load for each client department at contract award) will be billed for an amount equal to the Pool Price for each hour multiplied by such quantity for the hour.

Cost for Additional Quantity (est.) \$ 10,000,000

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

2.0 RETAIL FEES

The Contractor will be paid a firm all-inclusive Retail Fee, Goods and Services Tax (GST) extra, for each MWh of Settled Electrical Energy, prorated for any partial MWh, delivered to the client department sites listed in Appendix 1 to Annex "A". *The all-inclusive Retail Fee will be expressed in dollars to a maximum of four (4) decimal places*

(est.) MWh/Year		YEARS		FIRM UNIT PRICE/MWh		SUBTOTAL
231,000	X	5	X	\$ _ . _ _ _ _	=	\$

3.0 RENEWABLE ENERGY CERTIFICATION

3.1 REC's Premiums

The Contractor will be paid the following firm all-inclusive unit price premium, Goods and Services Tax (GST) extra, for each MWh of REC's delivered. *The firm unit price premium will be expressed in dollars to a maximum of four (4) decimal places.*

TYPE	TOTAL MWh/Year		YEARS		FIRM UNIT PRICE PREMIUM /MWh		SUBTOTAL
Renewable Energy Certification	144,047	x	5	x	\$ _ . _ _ _ _	=	\$

4.0 REGULATED COST FOR DELIVERY OF ELECTRICITY

The quantity of Electrical Energy delivered for each client department site will be billed as a pass through cost, and will recover those costs without markup in its invoices to the client departments.

Cost for delivery of electricity (est.) \$63,415,000

5.0 THIRD PARTY ELECTRICAL ENERGY AUDITOR FEE

The Contractor will pay Canada's Electrical Energy auditor, on a price per MWh basis as provided by the Project Authority, and will recover those costs without markup in its invoices to the client departments. Audit costs will be allocated to the site level on a current basis and adjusted to settlement periods.

Cost for third party electrical auditor fee (est.) \$635,000

6.0 ADDITIONAL SERVICES

NOTE: *All rates for Additional Services will be negotiated after contract award, in accordance with Contract Cost Principles 1031-2 and PSPC Profit Policy.*

The Contractor will be paid its costs reasonably and properly incurred in the performance of Additional Services.

6.1 Firm all-inclusive per diem rates, Goods and Services Tax (GST) extra, for the following categories of personnel.

	CATEGORY	FIRM PER DIEM RATE (January 01, 2017 to December 31, 2021)
1	Senior. Engineer	\$xxx
2	Intermediate Engineer	\$xxx
3	Junior Engineer	\$xxx
4	Senior Technologist	\$xxx
5	Intermediate Technologist	\$xxx
6	Junior Technologist	\$xxx
7	Drafting Technologist	\$xxx
8	Instrument Technician	\$xxx
9	Field Technician	\$xxx
10	Shop Technician	\$xxx
11	Project Manager	\$xxx
12	Trades Coordinator	\$xxx
13	Journeymen Tradesman	\$xxx
14	Apprentice Tradesman	\$xxx
15	Information Systems Support	\$xxx
16	Information Systems Development	\$xxx
17	Accountant	\$xxx
18	Administration Services	\$xxx
19	Energy Professional	\$xxx
20	Power Procurement Professional	\$xxx

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked.

6.2 Cost reimbursable items at actual cost or laid down cost as applicable, plus a firm profit of ___xxx_%.

6.3 Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to travelers, rather than those referring to employees.

- 6.4** All costs for Additional Services must have prior written authorization of the Project Authority.
- 6.5** All payments for Additional Services are subject to government audit.
- 6.6** All deliverable items are FOB Destination, and Canadian Customs Duty included where applicable.

Cost for Additional Services (est.) \$200,000.00

7.0 APPLICABLE TAXES:

The Total Estimated Applicable Taxes is not included in the amounts above. The Applicable Taxes are to be shown as a completely separate item on each invoice.

B. OPTION YEAR PERIOD: JANUARY 01, 2022 TO DECEMBER 31, 2022

1.0 ELECTRICAL ENERGY

The Contractor will be paid for each MWh, or part thereof, of Settled Electrical Energy delivered to the client department sites listed in Appendix 1 to Annex "A" during each hour of the month, for an amount equal to the Pool Price for each hour multiplied by such quantity for the hour.

2.0 RETAIL FEES

The Contractor will only be paid a firm all-inclusive Retail Fee, Goods and Services Tax (GST) extra, for each MWh of Settled Electrical Energy, prorated for any partial MWh, delivered to the client department sites listed in Appendix 1 to Annex "A". *(The all-inclusive Retail Fee will be expressed in dollars to a maximum of four (4) decimal places)*

(est.) MWh/Year		YEARS		FIRM UNIT PRICE/MWh		SUBTOTAL
231,000	X	1	X	\$ _ . _ _ _ _	=	\$

3.0 RENEWABLE ENERGY CERTIFICATION

3.1 REC's Premiums

The Contractor will be paid the following firm all-inclusive unit price premium, Goods and Services Tax (GST) extra, for each MWh of REC's delivered. *The firm unit price premium will be expressed in dollars to a maximum of four (4) decimal places.*

TYPE	TOTAL MWh/Year		YEARS		FIRM UNIT PRICE PREMIUM /MWh		SUBTOTAL
Renewable Energy Certification	144,047	x	1	x	\$ _ . _ _ _ _ _	=	\$

4.0 REGULATED COST FOR DELIVERY OF ELECTRICITY

The quantity of Electrical Energy delivered for each client department site will be billed as a pass through cost, and will recover those costs without markup in its invoices to the client departments.

Cost for delivery of electricity (est.) \$14,064,055.00

5.0 THIRD PARTY ELECTRICAL ENERGY AUDITOR FEE

The Contractor will pay Canada's Electrical Energy auditor, on a price per MWh basis as provided by the Project Authority, and will recover those costs without markup in its invoices to the client departments. Audit costs will be allocated to the site level on a current basis and adjusted to settlement periods.

Cost for Auditing Services (est.) \$138,000.00

6.0 ADDITIONAL SERVICES

NOTE: All rates for Additional Services will be negotiated after contract award, in accordance with Contract Cost Principles 1031-2 and PSPC Profit Policy.

The Contractor will be paid its costs reasonably and properly incurred in the performance of Additional Services.

6.1 Firm all-inclusive per diem rates, Goods and Services Tax (GST) extra, for the following categories of personnel.

	CATEGORY	FIRM PER DIEM RATE for Option Year (January 01, 2022 to December 31, 2022)
1	Senior. Engineer	\$xxx
2	Intermediate Engineer	\$xxx
3	Junior Engineer	\$xxx
4	Senior Technologist	\$xxx
5	Intermediate Technologist	\$xxx

6	Junior Technologist	\$xxx
7	Drafting Technologist	\$xxx
8	Instrument Technician	\$xxx
9	Field Technician	\$xxx
10	Shop Technician	\$xxx
11	Project Manager	\$xxx
12	Trades Coordinator	\$xxx
13	Journeymen Tradesman	\$xxx
14	Apprentice Tradesman	\$xxx
15	Information Systems Support	\$xxx
16	Information Systems Development	\$xxx
17	Accountant	\$xxx
18	Administration Services	\$xxx
19	Energy Professional	\$xxx
20	Power Procurement Professional	\$xxx

A day is defined as 7.5 hours exclusive of meal breaks. Payment will be for days actually worked with no provision for annual leave, statutory holidays and sick leave. Time worked which is more or less than a day will be prorated to reflect actual time worked.

6.2 Cost reimbursable items at actual cost or laid down cost as applicable, plus a firm profit of ___xxx_ %.

6.3 Travel and Living Expenses

The Contractor will be paid its authorized travel and living expenses, reasonably and properly incurred in the performance of the Work, at cost, without any allowance for overhead or profit, in accordance with the meal, private vehicle and incidental allowances specified in Appendices B, C and D of the Treasury Board Travel Directive (<http://www.tbs-sct.gc.ca/hr-rh/gtla-vgcl/>), and with the other provisions of the directive referring to travelers, rather than those referring to employees.

6.4 All costs for Additional Services must have prior written authorization of the Project Authority.

6.5 All payments for Additional Services are subject to government audit.

6.6 All deliverable items are FOB Destination, and Canadian Customs Duty included where applicable.

Cost for Additional Services (est.) \$50,000.00

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

7.0 APPLICABLE TAXES:

The Total Estimated Applicable Taxes is not included in the amounts above. The Applicable Taxes are to be shown as a completely separate item on each invoice.

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX "D" to PART 5 - BID SOLICITATION

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 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- 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)

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

ANNEX “E”

TASK AUTHORIZATION FORM PWGSC-TPSGC 572

<http://publiservice-app.pwgsc.gc.ca/forms/pdf/572.pdf>

ANNEX "F"

EVALUATION CRITERIA AND SELECTION METHODOLOGY

A. EVALUATION (Stage 1)

1.0 Mandatory Criteria

Bidders **must** show compliance by addressing each item specification in the Compliance Matrix, whether the product offered "meets" or "does not meet".

It is requested that supporting documentation be provided with the bid at solicitation close and be cross-referenced on the Compliance Matrix for each item to outline where in the supporting documentation it demonstrates compliance.

If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

Compliance Matrix – Mandatory at Stage 1 Solicitation Close

1.1	Mandatory Criteria	Met	NOT Met	Reference page from Proposal
.1	Provided evidence of registration with Independent System Operator (ISO).			
.2	Provided evidence of Licensing with Province of Alberta as a competitive Retailer			
.3	Provided evidence of registration with EcoLogo Renewable Energy Certification			

2.0 Point Rated Criteria

Each responsive proposal will be evaluated in accordance with the technical evaluation criteria herein. Each rated evaluation criterion has a point allotment (weight) that reflects its importance in proposal submissions. The degree to which the proposal satisfies the requirement of each criterion will be assessed and a rating will be assigned ranging from 0 to 10, with 0 meaning the proposal completely fails to satisfy the requirements, and 10 meaning the proposal fully meets the requirements. A score will be assessed by multiplying the weight by the rating.

Each proposal must achieve a minimum score of 70% of the maximum total points available overall. Proposals which fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

During the technical proposal evaluation stage (Stage 1) the Bidder will allow Canada to verify the Bidder's legal status and financial capability to fulfill the requirements of the proposed contract. The Bidder must provide any information requested by Canada within seven (7) calendar days of the request.

Point Rated (Technical) Criteria – Mandatory at Stage 1 Solicitation Close

2.1	Technical Criteria	Weight	Rating (0 – 10)	Total Points Available
.1	<p>Site enrollment plan.</p> <p>Provide a detailed plan and schedule on how all sites will be enrolled in a timely and accurate manner after contract award and before delivery of electricity on January 1, 2017.</p> <p>Discusse your process to provide a smooth transition upon contract award, for the following activities: confirmation of site enrollment and meeting the requirements of the wire service provider, the Alberta Electrical System Operator and your own requirements; your process for establishing individual client department billing requirements; meeting individual client department administrative and scheduling issues; and the process for meter changes when adding or deleting sites.</p>	10		100
.2	<p>Features of the billing and settlement system.</p> <p>Describe your invoicing, billing and settlement system, highlighting: the billing features and ability to customize; electronic format features; web access; training program on the features of the program; ability to handle multi-client and multi-tenant billing; and ability to render accurate invoices in a timely manner in both hard copy and electronic format.</p> <p>Provide example formats of sample invoicing illustrating the above features.</p> <p>Discuss your track record with respect to accuracy and timeliness of invoicing and the procedures that have been established to ensure success.</p> <p>Discuss how the proposed billing system satisfies the requirements of the Alberta Electrical System Operator, the various wire service providers and the proposed contract.</p>	15		150
.3	Flexibility of software and database.	15		150

	<p>Describe the features and flexibility of the proposed software and database which would allow identification of aggregate energy used, energy use per client, per meter ID, and per site ID in an accurate and timely manner.</p> <p>Indicate your ability to provide a web portal to allow client departments to access historical summaries and detailed site information by client and meter ID.</p> <p>Describe the ability to define which client used energy above or below their Assigned Fixed Quantity of Electrical Energy; the ability to define all client's Electrical Energy load profile; flexibility of data manipulation; ease of data retrieval; cross referencing of contracted load profile to actual Electrical Energy used, and roll-up of information from the individual sites to multiple buildings on a site to the total of all client sites to the overall aggregate load.</p>			
.4	<p>Data Management.</p> <p>Describe procedures for collecting, maintaining and retaining historical data for all clients.</p> <p>Provide information on the protocol for protecting data history and providing to clients in formats requested, such as in various versions of spreadsheets, in a timely manner.</p> <p>Discuss the flexibility of data retrieval and the methodology and procedures for records management for the purposes of a government audit. Provide information on the ability to correct data and the process to prove accuracy.</p>	20		200
.5	<p>Budget Assistance.</p> <p>Describe your procedures and methodologies in assisting clients in establishing the next years' budgets in an accurate and timely manner; the ability to adjust the budget in a progressive manner during the current fiscal year; the ability to update budgets in response to a change in load; and flexibility in accomplishing the above objectives.</p>	5		50
.6	<p>REC's.</p> <p>Describe your capabilities, methodologies and experience in obtaining, managing and supplying REC's, and the quantification, verification and documentation of REC's. Discussions should include: your strategies and the feasibility of maintaining and/or increasing REC's; procedures for calculating and substantiating quantities of REC's; procedures for certifying Green Electrical Energy and REC's.</p>	10		100

	Provide examples of your involvement in this area, which demonstrate your ability to perform these functions on behalf of Canada.			
.7	Required Services Provide any information on any services that can be provided in the technical, financial and administrative areas of the Work. Discuss providing technical assistance and advice on energy factors; identifying opportunities for meter upgrades; identifying power factor issues, responding to queries concerning meter accuracy; etc. Discuss providing advice in reviewing wire rates; co-operation with any auditing functions requested by the client; timely advice with respect to regulatory changes; ability to identify cost savings; etc. Discuss providing administration assistance and advice concerning co-operation between client departments and wire service providers with energizing and de-energizing of sites; flexibility in adding and deleting sites; identifying improvements to the overall program effectiveness; etc. Discuss your process for the resolution of billing disputes between the wire service provider, client and billing requirements and describe corrective measures in place to prevent the occurrence of any past performance problems.	5		50
	Sub-Total Points Available			800
	Minimum Points Acceptable			560
	Sub-Total Points Awarded			
2.2	Management Criteria	Weight	Rating (0 – 10)	Total Points Available
.1	Corporate Structure. Describe your firm's corporate structure, highlighting personnel and resources that will be allocated to the Work with respect to technical, financial and administrative experience. Identify a single point of contact for the Work within the organization. Provide details of the qualifications of proposed personnel of the energy professional team which will be dedicated to	5		50

	<p>the Work, including any degrees, accreditations and experience.</p> <p>Describe the reporting structure, lines of communication and authority of personnel to act on the client's behalf.</p> <p>Describe mechanisms within your organization with respect to response times and procedures in handling client inquiries and describe how access to customer service representatives can be assured.</p>			
.2	<p>Corporate Experience</p> <p>Provide information on corporate experience, and number of years as a retailer in the Alberta electrical retailing market.</p> <p>Provide detail on experience with similar type of multi-tenant/meter contracts such as other government contracts (i.e. Federal, Provincial, Municipal Government Organizations), and/or large private industry clients.</p>	5		50
.3	<p>Additional Services – Personnel</p> <p>Discuss how you would provide applicable resources in a timely manner for the type of additional services described Annex "A", 5.0.</p> <p>Provided information on the depth of resources available.</p>	5		50
	Sub-Total Points Available			150
	Minimum Points Acceptable			105
	Sub-Total Points Awarded			
2.3	<p>Aboriginal Participation Component Criteria</p> <p>These points are intended to be "bonus" points and to encourage bidders to consider use of Aboriginal businesses and/or persons in carrying out the work. The total points available will not be used in calculating the Minimum Points Acceptable. Any points awarded under these criteria will be included in calculating the Bidders Total Points Awarded score.</p>	Weight	Rating	Total Points Available
.1	<p>Provide a list of Aboriginal businesses that may be used as Sub-contractor in the performance of any Services under this Contract.</p> <ul style="list-style-type: none"> a. Zero businesses identified (0 points) b. 1 to 3 businesses identified (1 point) c. 4 or more businesses identified (2 points) 	5		10

	Points are not cumulative			
.2	Provide a percentage of the total contract value that may be directed to Aboriginal businesses in the performance of any Services under this Contract. a. 0% of Total Contract Value (0 points) b. Up to 0.05% of Total Contract Value (1 point) c. Greater than 0.05% to 1% of Total Contract Value (2 points) d. Greater than 1% (3 points) Points are not cumulative	5		15
.3	Provide a percentage of Aboriginal persons employed under the contract as a percentage of total employees (including Bidder and any proposed Sub – Contractor's). a. 0% of total employees (0 points) b. 1% to 10% of total employees (1 point) c. 11% to 20% of total employees (2 points) d. Greater than 20% of total employees (3 points) Points are not cumulative	5		15
	Sub-Total Points Available			40
	Sub-Total Points Awarded			
	Total Points Available			990
	Minimum Points Acceptable			665
	Total Points Awarded			

3.0 Bid Price Evaluation Methodology (Stage 2)

Bid prices received from all responsive bidders following the Stage 1 evaluation, will be evaluated in accordance to the bid price evaluation methodology described in Appendix 1 to Annex "F" below, as part of the Stage 2 bid evaluation. Bid Prices must be submitted in accordance with Annex "B" – Basis of Pricing.

Appendix 1 to ANNEX “F”

B. EVALUATION (Stage 2)

4.0 BID PRICE EVALUATION

- 4.1 In Annex “B” - Basis of Pricing, the Bidder’s firm unit rate/fee per item will be multiplied by the estimated annual quantity, then multiplied by the number of years, for the five (5) year contract period and the one (1) year option period, to arrive at the extended price per item.

Items that will be considered for evaluation are; 1.6 Firm Unit Prices – Fixed Quantity, 2.0 Retail Fee, and 3.0 REC Premium.

- 4.2 Each extended price per item will be added together to obtain a total price for each period.

- 4.3 The total prices per period will be added together to obtain a total evaluated price.

Example of 3 Price Bids received and their evaluation (numbers are only for illustrative purposes):

Bidder A:

Fixed 5 year period				
Item	Est. Qty MWh/Year	Years	Price/MWh	Sub total
1. Fixed Quantity Energy				
Peak-Peak	29,303	5	\$ 3.0000	\$439,545.00
On-Peak	57,375	5	\$ 2.0000	\$573,750.00
Off-Peak	109,672	5	\$ 1.0000	\$548,360.00
2.Retail Fee	231,000	5	\$ 1.0000	\$1,155,000.00
3. REC Premium	144,047	5	\$ 4.0000	\$2,880,940.00
			subtotal	\$5,597,595.00
Optional 1 year period				
2. Retail Fee	231,000	1	\$ 2.0000	\$462,000.00
3. REC Premium	144,047	1	\$5.0000	\$720,235.00
			subtotal	\$1,182,235.00
Total Evaluated Price				
			Fixed 5 year period subtotal	\$5,597,595.00
			Optional 1 year period subtotal	\$1,182,235.00
			Total Evaluated Price	\$6,779,830.00

Solicitation No. - N° de l'invitation
EW003-162563/B
Client Ref. No. - N° de réf. du client
EW003-162563

Amd. No. - N° de la modif.
File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

Bidder B:

Fixed 5 year period				
Item	Est. Qty MWh/Year	Years	Price/MWh	Sub total
1. Fixed Quantity Energy				
Peak-Peak	29,303	5	\$ 5.0000	\$732,575.00
On-Peak	57,375	5	\$ 4.0000	\$1,147,500.00
Off-Peak	109,672	5	\$ 3.0000	\$1,645,080.00
2.Retail Fee	231,000	5	\$ 2.0000	\$2,310,000.00
3. REC Premium	144,047	5	\$ 5.0000	\$3,601,175.00
			subtotal	\$9,436,330.00
Optional 1 year period				
2.Retail Fee	231,000	1	\$ 3.0000	\$693,000.00
3. REC Premium	144,047	1	\$ 6.0000	\$864,282.00
			subtotal	\$1,557,282.00
Total Evaluated Price				
			Fixed 5 year period subtotal	\$9,436,330.00
			Optional 1 year period subtotal	\$1,557,282.00
			Total Evaluated Price	\$10,993,612.00

Bidder C:

Fixed 5 year period				
Item	Est. Qty MWh/Year	Years	Price/MWh	Sub total
1. Fixed Quantity Energy				
Peak-Peak	29,303	5	\$ 7.0000	\$1,025,605.00
On-Peak	57,375	5	\$ 6.0000	\$1,721,250.00
Off-Peak	109,672	5	\$ 5.0000	\$2,741,800.00
2.Retail Fee	231,000	5	\$ 4.0000	\$4,620,000.00
3. REC Premium	144,047	5	\$ 7.0000	\$5,041,645.00
			subtotal	\$15,150,300.00
Optional 1 year period				
2.Retail Fee	231,000	1	\$ 5.0000	\$1,155,000.00

Solicitation No. - N° de l'invitation
EW003-162563/B
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File No. - N° du dossier
EDM-5-38368

Buyer ID - Id de l'acheteur
edm305
CCC No./N° CCC - FMS No./N° VME

3. REC Premium	144,047	1	\$ 8.0000	\$1,152,376.00
			subtotal	\$2,307,376.00
Total Evaluated Price				
			Fixed 5 year period subtotal	\$15,150,300.00
			Optional 1 year period subtotal	\$2,307,376.00
			Total Evaluated Price	\$17,457,676.00

Summary of all Bidders

	Total Evaluated Price	Rank
Bidder A	\$6,779,830.00	Lowest Priced
Bidder B	\$10,993,612.00	
Bidder C	\$17,457,676.00	