



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

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
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	Amendment No. - N° modif. 005
Client Reference No. - N° de référence du client Various EW003-162563	Date 2016-10-25
GETS Reference No. - N° de référence de SEAG PW-\$EDM-064-10847	
File No. - N° de dossier EDM-5-38368 (305)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-11-03	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 edm305
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:	

Instructions: See Herein

Instructions: Voir aux présentes

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

Solicitation Amendment No.: 005

This amendment is raised to address the following:

- Questions and Answers

- Revisions to the Solicitation document.

QUESTIONS AND ANSWERS

Part 2:

Section 2.3 - Former Public Servant:

1. To which individuals within the Contractor's organization does this apply? Would it be:
 - a. Any individual who will be working on the bid itself?
 - b. Any individual working on the bid AND the file if awarded the contract?
 - c. Any individual in the departments working on the bid or the file?

A: This policy applies to Bidders that may be defined as Former Public Servants according to the definitions described in the clause. For example: if your firm as the bidding entity is a sole proprietorship or entity where the former public servant has a controlling or major interest, then the clause applies and the disclosure requirements identified in the clause must be met.

To address your questions (a,b,c) above, should any of those individuals have a controlling or major interest in your organization as the bidding entity, then the clause applies.

2. Can Canada confirm that the disclosure requirements pursuant to "Contracting Policy Notice: 2012-2" and "Guidelines on the Proactive Disclosure of Contacts" are only for Contractor employees who currently receive a pension?

A: Yes, if the Bidding entity is defined as a Former Public Servant and is in receipt of a Pension as defined under the *Public Service Superannuation Act (PSSA)*.

3. Do these disclosure requirements pertain to a Contractor employee who is not currently receiving a pension but may at some point in the future?

A: If the Contractor's employee (who has a major or controlling interest in the company – making them more than "just" an employee) is an FPS and opted to defer their pension then they are not in receipt of a pension. When they receive the pension (pursuant to PSSA) then the policy will apply.

Section 2.6 – Improvement of Requirement During Solicitation Period:

4. Canada is asking for an hourly load following product; Has Canada consider a different product, such as a monthly or yearly load following product? Other products may provide additional benefits to Canada, including flexibility on consumption patterns, seasonality and load profiles.

A: Yes. We have explored our options and decided to do the hourly load following.

Part 5:

5. What form are the certifications required to be under Part 5 (outside of the completed form required for 5.2.1 – Federal Contractors Program for Employment Equity)?

a. A simple statement or does the Contractor certify with the action of submitting the bid?

A: Certifications under 5.2.3.1, and 5.2.3.2, are considered certified by the bidder through the action of submitting a bid.

Part 6:

6. Can Canada confirm that publically available audited financial statements will be sufficient to meet requirements under Section 6.1.1 - Financial Capability and not require the information as requested in Section 6.1.1 (e), (f) and (g)?

A: Canada reserves the right to ask for some or all of the elements outlined in SACC Clause A9033T. If Canada does request such information in writing, the provision of such information becomes a mandatory requirement.

7. Will there be additional formal requirements anticipated?

A: It is difficult to comment at this time. As stated in the clause “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.”.

8. Would public information regarding total credit facilities meet the requirement under Section 6.1.1 (e), rather than letters from every financial institution that has provided short-term financing to the Contractor? This requirement is overly burdensome and not achievable within the 7-day time frame proposed.

A: Canada reserves the right to ask for some or all of the elements outlined in SACC Clause A9033T. If Canada does request such information in writing, the provision of such information becomes a mandatory requirement.

9. Would Canada consider extending the 7 working day time line to provide the information required in Section 6.1.1?

A: Canada will expect the information requested to be provided within the timeline provided in the notice requesting the information.

Part 7:

10. Can Canada please confirm that it will be issuing a formal contract for Work? Or is the expectation that the Contractor provides the contract with the Section 7 clauses added in as part of the Contractor's form of contract?

A: Canada will issue the formal contract. The draft contract is contained in the solicitation document under Part 7 – Resulting Contract clauses, and includes any Annex's referenced within.

11. If the Contractor is not required to provide the final contract form, can Canada please provide a full contract form for review?

A: See response above.

Section 7.1.2:

12. Is the Task Authorization Form only to be used for the Additional Services mentioned in section (5.0 of Annex "A") or for all Work under the Contract?

A: Only for work identified under Additional Services (5.0 of Annex "A").

13. Is a Task Authorization request for Additional Services at the Contractor's election?

A: No. A Task Authorization request will be initiated by the PSPC Project Authority. The Work described in the TA request must be within the overall scope of the contract.

Section 7.7.1:

14. Can Canada please confirm that the limitation of expenditure in dollar amount in Section 7.7.1 is an estimate only and not a firm number?

- a. The resulting liability for Canada will be virtually impossible to assess since 15% of the contract is on a spot price, which will not be known in advance.

A: Yes.

Sections 7.7.1 & Section 7.7.3:

15. Does the Limitation of Liability apply to Damages as well?

A: The sections referenced in your question are for Limitation of Expenditure, which limit the amount to be paid out under the contract for performance of the Work. Damages would be dealt with separately under section 2035 24 (2008-05-12) Liability.

Section 7.8.1.2 subsection 1b:

16. Is an "estimated consumption" value required on the invoice? If so, will this be provided by Canada once the contract is awarded?

A: Estimated consumption when actual consumption is not currently available. To be provided by the Contractor on its invoices during the performance of the contract.

17. How granular will this "estimated consumption" required to be?

a. By site?

b. By client department?

A: By site, when actual consumption not known.

18. Does Canada require Off-Peak, On-Peak, Peak-Peak and Spot prices to be displayed on each invoice, on a \$/MWh basis?

A: Yes.

19. Will the invoice need to have consumption broken down by Off-Peak, On-Peak, Peak- Peak and Spot classifications as well, to match up with price and total dollars?

A: Yes.

Section 7.8.1.2 subsection 8b:

20. Does Canada require the actual WSP Tariff Bill File ("TBF") or just the data contained in the TBF, rolled up to the department level?

A: The data contained in the TBF, rolled up to the department level.

SACC Manual

Section 2035 08 (2008-05-12) Replacement of Specific Individuals?

21. Will Contractor employees be required to obtain security clearance before performing any tasks associated with the Work?

A: No. There is no security clearance required under this contract.

Section 2035 11 (2014-09-25) Inspection and Acceptance of the Work:

22. What exactly does the inspection of the Work entail? Will it Include inspection of the Contractor's facilities i.e. power plants?

A: Inspection and/or acceptance of work will be based on the product provided to Canada. Invoices, reports, RECs, etc.

Section 2035 20 (2008-05-12) Copyright:

23. What is considered "Material" for this particular contract and clause? Are invoices considered Material?

A: Material is defined in the clause. Invoices are not considered "Material" for the purposes of this clause.

Section 2035 22 (2008-05-12) Confidentiality:

24. The language suggests that we are not able to disclose information to affiliates, employees, officers, directors, agents and professional advisors without Canada's consent. Is this the intent of the clause or is the Contractor able to share information with its affiliates and subcontractors?

A: Information must be handled in accordance to this clause. Please refer back to subsection .1 and .7 of the clause regarding subcontractors.

25. As per Section 2035 22, the Contractor must deliver to Canada all such information, together with every copy, draft, working paper and note that contains such information

a. Are there any exceptions to this rule i.e. materials submitted to management and automatically backed up computer records?

A: Exemptions to this section are described in subsection 4.

Section 2035 10 (2014-09-25) Excusable Delay:

26. What does "completed part of the Work delivered" in the context of this contract mean?

A: Any completed portions of the work as described in Annex "A", including amounts of settled electrical energy delivered and consumed by Canada under this contract.

Section 2035 30 (2008-05-12) Termination for Convenience:

27. Does this clause mean that Canada can terminate the contract at any time for any reason deemed by Canada and only pay for the Work completed?

A: Yes. The Contractor will be paid for costs as described in the clause.

28. What would the impact be relative to the remaining contracted obligation Canada has?

A: Any outstanding commitments or costs to the contractor will be considered in accordance with the clause.

Section 2035 44 (2012-07-16) Access to Information:

29. Is there any circumstance where the contract, and the pricing contained in it, would be released into the public domain?

A: Please refer to the *Access to Information Act* for the handling of third party information.

A: The Bidder may suggest alternate language, and Canada retains the right to accept or reject any or all suggestions. Any inclusion of clauses and conditions within a bid submission that were not incorporated into the bid solicitation document by the Contracting Authority, will be considered as a conditional bid and may be deemed non-responsive.

Section 2035 29 (2014-09-25) Default by the Contractor:

30. In the clause it indicates that the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period. We request a cure period for any default of at least 10 days prior to termination?

A: The cure period, if any, will be determined in the notice issue by the Contracting Authority.

Other:

33. Would PWGSC expect to negotiate the Terms and Conditions for Additional Services at the time of award for commodity or later in a separate agreement?

A: No. Any Task Authorizations issued are subject to the clauses and conditions of Contract. A Task Authorization is not a separate contract.

34. The following sections are not applicable to the sale of Electricity and would PWGSC consider limiting them to only future additional services if applicable: General Conditions 2035 11, General Conditions 2035 25, and General Conditions 2035 28?

A: No.

Section 7.7.1 Basis of Payment, 7.7.2 Basis of Payment and 7.7.3 Limitation of Expenditure:

35. PWGSC is requesting a product that has variable usage and variable costs associated to it. Retailers have no control over the amount of Energy used by PWGSC. Would PWGSC still be expecting to be reimbursed for amounts greater than the contract numbers?

A: The Contractor will be reimbursed for costs as described in clauses 7.7.1, and 7.7.2 up to the limitation described in 7.7.3. During performance of the contract, in accordance with clause 7.7.3, the Contractor must notify the Contract Authority as to the adequacy of the sum identified in the clause. Any change in this amount will only be authorized by the Contracting Authority, in writing, via a Contract amendment.

Annex "A"

Section 3.4.9 of Annex "A":

36. This section should reference 3.10 – Data Management, not 3.11.

A: See revisions to solicitation document.

Section 3.4.14 of Annex "A":

37. What is the definition of the Technical Authority? Where is that defined within the contract?

A: This should refer to the "Project Authority". See revisions to solicitation document.

Section 3.7 of Annex "A":

38. Can Canada provide the number of site changes that occurred annually over the past five years?

A: There have been about 36 this year to date. In 2015 there were 47, but AAFC removed a number of sites. In 2014 there was 17.

We expect going forward there will likely be a lot in 2017/2018 with Health Canada moving their facilities over to First Nations (we have already accounted for the energy reduction in the new load profile), but otherwise probably average about 20 - 30 overall per year.

39. How many site changes are expected in a year under this contract going forward?

A: We estimate 20 – 30 site changes per year, including adding, dropping, energizing and demolishing.

40. Will any new site(s) added be re-priced at then current market rates, or will the new site(s) be subject to the price of the original contract?

A: New sites consumption will be subjected to the price of the original fixed contract at 85% fixed and 15 % pool price.

Section 3.10 of Annex "A":

41. Do the requirements under 3.10 – Data Management and any Work associated with this section, performed on an "as requested" basis, form a part of the Work as defined in the contract or would a Task Authorization Form be required to perform this Work?

A: The Work described in 3.10 is to be performed as part of the Required Services under the contract. No Task Authorization will be issued for this work.

Section 4.1.3 of Annex "A":

42. We understand that Canada would like the source of its RECs to be connected to the Alberta Interconnected Electrical System so we would like clarity on whether B.C.-based generation sources would be considered as connected to the AIES since the intertie between B.C. and Alberta is deemed to be an interconnected resource. In following the logic detailed under the EcoLogo certification document for Renewable Low-Impact Electricity products, a bundled renewable low-impact electricity product must be derived from "the same or neighboring provincial power pool as where the end-user is consuming."

It is our understanding that under the EcoLogo program for Renewable Low-Impact Electricity Products that unbundled RECs need not be interconnected to the system in which they are consumed, but given that Canada would like the RECs to come from a connected source would B.C.-based RECs meet the criteria under 4.1.3.?

A: The Alberta Interconnected Electrical System in this case referred to the interconnection within the Alberta Electrical System and not the intertie between the neighbouring Provinces. Therefore, the sources of REC shall be located and produced within the province of Alberta.

Section 4.1.4 of Annex "A":

43. What set of standard do the RECs have to meet to be declared EcoLogo? The 2003, 2006 or 2010 standards? Would any and all standards meet the requirements?

A: See response in previous amendment 003.

Section 4.1 & 4.2 of Annex "A":

44. Can Canada confirm that it understands the verification and retirement for RECs have a 4-month lag, therefore physical transfer/retirement of RECs would occur after the vintage year?
- a. For example, 2016 vintage RECs verification and retirement would occur in April 2017. Does this meet the requirements of the Solicitation?

A: Yes, we understand.

Section 4.2.3 of Annex "A":

45. Does Canada have a WREGIS account and will Canada retire the RECs themselves? Or is it expected that the Contractor retire the RECs on behalf of Canada?

A: No, Canada does not have a WREGIS account. Should Canada decide to retire the RECs, we will do it ourselves.

Section 4.1.4.1 of Annex "A":

46. At what point is the list of assets for REC sourcing required to be provided by the Contractor?

A: Annually.

47. Can plants be added through time to the list of assets for REC sourcing? (i.e. if a new plants comes online or further RECs are requested by Canada)

A: Yes.

Section 4.2.5 & 4.2.6 of Annex "A":

48. Can Canada confirm that the Solicitation requires only delivery of RECs and no Emissions Reductions, which pertain to offsets?

A: Yes.

Appendix 2 to Annex "A", Section 2.2:

49. What is the process for additional RECs to be "competitively procured"?

A: Contractor to follow their procedures for competitive procurement of additional quantities for REC's if and when requested by Canada.

50. Which party will be procuring the RECs; the Contractor or Canada?

A: Contractor.

51. If Canada is procuring the RECs themselves, what is the anticipated process to add those newly procured RECs to the existing contract?

A: Additional quantities of RECs and their unit price will be added to the contract through a contract amendment issued by the Contracting Authority.

52. Can Canada confirm that these new RECs would be re-priced at time of procurement?

A: Yes.

53. 30 days' notice to procure a large amount of RECs would be very difficult. Can this deadline be extended or language changed to reflect the long lead time required to acquire a large amount of Alberta based RECs?

A: See response in previous amendment.

Appendix 2 to Annex "A", Section 1.1:

54. To ensure each bidder is on a level playing field, is it possible to obtain Historical Usage Files for each site?

A: The load profile provided was created with historical knowledge and knowledge of future prospects. It will be the most accurate available.

Annex "B"

Section 1.4.2:

55. What is the process for the additional procurement of electricity? Will this additional volume be rolled into the original contract, or is it outside of the contract? Will the contractor have the Right of First Refusal on these volumes?

A: Contractor to follow their procedures for competitive procurement of additional quantities of MWh. The additional quantity to be determined and authorized by the Project Authority. The contractor will not have right of first refusal.

Section 6: Additional Services:

56. What information will be required at bid time on this section?

A: The bidder is not required to complete this section at Bid Close.

Annex "C"

Section 7.7.6 and Annex "C":

57. Does Canada anticipate to use Visa or Mastercard as a form of payment?

A: No.

Annex "D"

58. Is the FCP - EE certification applied at the subsidiary level, or would it be at the parent company level? The bid will come from the subsidiary, and the questioner wants to know if the Parent Company, or the subsidiary, should be the one certifying the 'Agreement to Implement Employment Equity'?

A: According to the Questions and Answers section of the AIEE form (i.e., Q1 on page 3), FCP applies to a subsidiary corporation who will be carrying out the contract. Therefore, the subsidiary should be certifying the AIEE.

Annex "E"

59. Can Canada please provide a copy of the Task Authorization Form? The link provided does not work.

A: Blank form provided in Solicitation amendment 003.

Annex "F"

Section 1.1: Mandatory Criteria:

60. What evidence of registration with the Alberta Electric System Operator is required as per Mandatory criteria in Annex "F"?

A: Documentation from ISO that the registration application/update has been approved.

Amendment 003

Summary of Bidder's conference:

61. In amendment 003, on page 2 – "Part 4", it's indicated that the basis of selection is 90 % technical and 10 % price. I believe this is a typo as on page 4, "Part 4" appears to contradict this. Can you please clarify?

A: Yes. That error on page 2 is a typo. The basis of selection is 10 % technical and 90 % price.

62. In amendment 003, page 2 – "Part 7" regarding payment terms, would PWGSC consider a 20 day payment term for their invoices?

A: No. The 30 days is a national standard for the federal government.

REVISIONS TO THE SOLICITATION DOCUMENT

1. On page 5 of 67, under 2.2.1

DELETE:

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.

INSERT:

Stage 2 Financial Bid will remain open for acceptance for a period not less than twelve (12) hours from the closing date and time for the Stage 2 Financial Bid.

2. On page 30 of 67, under 3.4.9

DELETE:

Develop, maintain and operate a data management system as per section 3.11, Data Management.

INSERT:

Develop, maintain and operate a data management system as per section 3.10, Data Management.

3. On page 31 of 67, under 3.4.14

DELETE:

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.

INSERT:

The Contractor shall immediately notify the Project Authority should a problem arise specific to the verification and usage of the Electrical Energy by client department sites.

4. On page 35 of 67, under 4.2.6.1

DELETE:

Any reasonable additional costs incurred by the Contractor in fulfilling this requirement will be borne by Canada.

Solicitation No. - N° de l'invitation
EW003-162563/B

Amd. No. - N° de la modif.
005

Buyer ID - Id de l'acheteur
edm305

Client Ref. No. - N° de réf. du client
EW003-162563

File No. - N° du dossier
EDM-5-38368

CCC No./N° CCC - FMS No/ N° VME

5. On page 36 of 67, under 4.3

DELETE:

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.

INSERT:

Should the quantity and/or deliverables be altered by Canada, specific to the supply of REC's as defined herein, the Contractor will accommodate the changes and provide the deliverables to Canada, subject to cost negotiation with the Contracting Authority, as applicable.

ALL OTHER TERMS AND CONDITIONS SHALL REMAIN THE SAME.