



**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

<b>Title - Sujet</b> Bulk Electricity	
<b>Solicitation No. - N° de l'invitation</b> EW003-162563/B	<b>Amendment No. - N° modif.</b> 006
<b>Client Reference No. - N° de référence du client</b> Various EW003-162563	<b>Date</b> 2016-10-28
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-064-10847	
<b>File No. - N° de dossier</b> EDM-5-38368 (305)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2016-11-03</b>	<b>Time Zone</b> Fuseau horaire Mountain Daylight Saving Time MDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Campbell, Brad	<b>Buyer Id - Id de l'acheteur</b> edm305
<b>Telephone No. - N° de téléphone</b> (780) 721-5224 ( )	<b>FAX No. - N° de FAX</b> (780) 497-3510
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

Instructions: See Herein

Instructions: Voir aux présentes

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

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**Solicitation Amendment No.: 006**

This amendment is raised to address the following:

- Questions and Answers
- Revisions to the Solicitation document.

**QUESTIONS AND ANSWERS**

**SACC Manual**

Section 2035 24 (2008-05-12) Liability:

1. In the clause it states "The Parties agree that no limitation of liability or indemnity provision applies to the Contract unless it is specifically incorporated in full text in the Articles of Agreement." We want to ensure that the Articles of Agreement, which will form part of the "Contract", contain acceptable limitation of liability or indemnity provisions. Can we suggest alternate language?

A: Any inclusion of clauses and conditions within a bid submission that where not incorporated into the bid solicitation document by the Contracting Authority during the solicitation stage, will be considered as a conditional bid and may be deemed non-responsive.

Section 2035 10 (2014-09-25) Excusable Delay, and 2035 30 (2008-05-12) Termination for Convenience:

2. We would ask that the termination payment be referenced in these sections. Could the Terminations calculation be based on the following for Electricity?:

**12. Remedies:** In the event of a Default, the non-defaulting Party may: (i) withhold any payments or suspend performance; (ii) upon written notice, provided that no notice is required with respect to Section 11(iii) or a breach of Section 13A(c), accelerate any or all amounts owing between the Parties and terminate any or all Transactions and/or this Agreement; (iii) calculate a settlement amount by calculating all amounts due to Seller for Actual Quantity and the Close-out Value for each Transaction being terminated; and/or (iv) net or aggregate, as appropriate, all settlement amounts and all other amounts owing between the Parties and their affiliates under this Agreement and other energy-related agreements between them and their affiliates, whether or not then due and whether or not subject to any contingencies, plus costs incurred, into one single amount ("*Net Settlement Amount*"). Any Net Settlement Amount due from the defaulting Party to the non-defaulting Party will be paid within three (3) Business Days of written notice from the non-defaulting Party. Interest on any unpaid portion of the Net Settlement Amount will accrue daily at the Interest Rate. "*Close-out Value*" is the sum of (a) the amount due to the non-defaulting Party regarding the Contract Quantities (or, as applicable, estimated Contract Quantities) remaining to be delivered as stated in the applicable Purchase Confirmation(s) during the Term or, if applicable, the current Renewal Term, calculated by determining the difference between the Contract Price and the Market Price for such quantities; and (b) without duplication, any net losses or costs incurred by the non-defaulting Party for terminating the Transaction(s), including costs of obtaining, maintaining and/or liquidating commercially reasonable hedges, Balancing Charges and/or transaction costs. "*Market Price*" means the price for similar quantities of Commodity at the Delivery Point during the Term or Renewal Term, as applicable. For purposes of determining Close-out Value, (i) Market Price will

be determined by the non-defaulting Party in good faith as of a date and time as close as reasonably practical to the date and time of termination or liquidation of the applicable Transaction(s), and (ii) Market Price may be ascertained through reference to quotations provided by recognized energy brokers or dealers, market indices, bona-fide offers from third-parties, or by reference to commercially reasonable forward pricing valuations. The Parties agree that the Close-out Value constitutes a reasonable approximation of damages, and is not a penalty or punitive in any respect. Seller may, but need not, physically liquidate a Transaction or enter into a replacement transaction to determine Close-out Value or Net Settlement Amount. The defaulting Party is responsible for all costs and fees incurred for collection of Net Settlement Amount, including, reasonable attorney's fees and expert witness fees.

A: Specific calculations for payments resulting from a termination pursuant to the clauses referenced in the question above, will be determined at the time an event of a termination notice is issued. Allowable costs are outlined in the applicable clause.

Section 2035 27 (2008-05-12) Assignment:

3. Could this section be bilateral?

A: No. This scenario is very unlikely, however, the clause will remain as written.

#### **Annex "B"**

4. In ANNEX "B" A.1.1.3 BILLING TIME PERIODS - you have daylight savings time start and daylight saving time end listed under statutory holidays and the description of statutory holidays is the Off- Peak Rate. Can you please confirm that these days are not off peak.

A: Daylight savings start/end days are weekends which are off-peak.

5. In ANNEX "B" A.1.2 FIXED QUANTITY - you state that the aggregate fixed quantity for the contract will be 195,787 MWh. This does not match the data provided. Is this to be used as an estimate

A: It should be a Fixed quantity as indicated in Annex B A.1.5 table (196,350 MWh). See revision to solicitation document.

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

Amd. No. - N° de la modif.  
006

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

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## REVISIONS TO THE SOLICITATION DOCUMENT

1. On page 47 of 67, under Annex B, 1.2

**DELETE:** 195,787

**INSERT:** 196,350

2. On page 59 of 67, under Annex "F", 1.1.3:

**DELETE:**

.3 Provided evidence that proposed sources of RECs are registered with Eco-Logo Renewable Energy Certification

**INSERT:**

.3 Provided evidence that proposed sources of RECs are registered with Eco-Logo Renewable Energy Certification, as a minimum from the year 2000.