



**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

<b>Title - Sujet</b> Audit and Reconciliation Consulting	
<b>Solicitation No. - N° de l'invitation</b> EW479-172673/A	<b>Date</b> 2017-05-30
<b>Client Reference No. - N° de référence du client</b> variousEW479-172673	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$EDM-305-11086	
<b>File No. - N° de dossier</b> EDM-6-39320 (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 2017-07-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> 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 (EDM), 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> 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

<b>Delivery Required - Livraison exigée</b> See Herein	<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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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 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 Electronic Payment Instruments, the Task Authorization Form 572 and any other annexes.

### **1.2 Summary**

Public Service and Procurement Canada requires audit services to review, verify and report on the performance of an electrical energy Retailer (ENMAX Corporation, contract number EW003-162563/001/EDM), including quantities of electricity delivered, timeliness of related services, reconciliation of deliverables, and accuracy of record keeping and billing.

The period of the contract is from date of award to June 30, 2022. There is a single option to extend the contract period by one year to June 30, 2023.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

### **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.

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## 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 Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The *2003* (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.2 Submission of Bids

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

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

### 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.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical and Management Bid (2 hard copies and 3 soft copies on separate USB Keys in searchable Adobe Acrobat® compatible format). The Bidder should indicate one hard copy as its "original".

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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.

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.

- 3.1.1** The maximum number of pages (including text and graphics) to be submitted is two hundred-fifty (250) pages. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

The following are not part of the page limitation mentioned above;

- a) Copies of the RFP, including signed Front Page,
- b) Copies of revision(s) to the RFP, including signed Front Page(s),
- c) Certifications submitted under Part 5,
- d) Basis of Pricing (Annex "B"),
- e) Electronic Payment Instruments (Annex "C")

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.

## **Section I:**

### **Technical Bid**

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

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **Management Bid**

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

## **Section II: Financial Bid**

- 3.1.1** Bidders must submit their financial bid in accordance with the Basis of Payment 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.



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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

### **3.1.4 SACC Manual Clauses**

## **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the "technical", "management", and "financial" evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Mandatory and point rated technical evaluation criteria are included in Annex "E".

#### **4.1.2 Management Evaluation**

Mandatory and point rated management evaluation criteria are included in Annex "E".

#### **4.1.3 Financial Evaluation**

##### **4.1.3.1 Mandatory Financial Criteria**

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

##### **4.1.3.2 Total Evaluated Price Calculation**

- a. The Total Evaluated Price is calculated by adding the Estimated Extended Price Total for each Item.
- b. The Estimated Extended Price Total per Item is calculated by taking the Estimated Usage/Quantity of each Item and multiplying by the number of years of the contract and then multiplying by the Firm Unit Price for the Item.

The table below illustrates an example of a total evaluated price calculation.

Item	Estimated Usage/Quantity	No. of years	Firm Unit Price	Estimated Extended Price Total
1	100	3	\$50.00	\$15,000.00
2	50	3	\$30.00	\$4,500.00
3	20	3	\$20.00	\$1,200.00
Total Evaluated Price				\$20,700.00

## 4.2 Basis of Selection

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 each criterion for the technical evaluation, and
  - d. obtain the required minimum of 742 points overall for the technical evaluation criteria which are subject to point rating.

The rating is performed on a scale of 1060 points.

2. Bids not meeting "(a) or (b) or (c) or (d)" 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 60 % for the technical merit and 40 % 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 60 %.
5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
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 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

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Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		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	$115/135 \times 60 = 51.11$	$89/135 \times 60 = 39.56$	$92/135 \times 60 = 40.89$
	Pricing Score	$45/55 \times 40 = 32.73$	$45/50 \times 40 = 36.00$	$45/45 \times 40 = 40.00$
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether 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 [Integrity and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 [Integrity and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](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.

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### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Status and Availability of Resources**

*SACC Manual* clause [A3005T](#) (2010-08-16) Status and Availability of Resources

#### **5.2.3.2 Education and Experience**

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

## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Statement of Work

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 \_\_\_\_\_.

#### 6.1.2 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.

##### 6.1.2.1 Task Authorization Process

1. The "*Technical Authority*" will provide the Contractor with a description of the task using the "Task Authorization Form for non-DND clients" form specified in Annex "D".
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 "*Technical Authority*", within 10 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 "*Technical 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.

##### 6.1.2.2 Task Authorization Limit

The "*Technical Authority*" may authorize individual task authorizations up to a limit of \$20,000.00, Applicable Taxes included, inclusive of any revisions.

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

##### 6.1.2.3 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.

##### 6.1.2.4 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 semi-annual basis to the Contracting Authority.

The semi-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

the total amount, exclusive of Applicable Taxes, expended to date against all authorized TAs.

## 6.2 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>) issued by Public Works and Government Services Canada.

### 6.2.1 General Conditions

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

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## **6.3 Security Requirements**

**6.3.1** There is no security requirement applicable to the Contract.

## **6.4 Term of Contract**

### **6.4.1 Period of the Contract**

The period of the Contract is from date of contract to June 30, 2022 inclusive.

### **6.4.2 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one 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 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.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Brad Campbell  
Procurement Specialist  
Public Service and Procurement Canada  
Acquisitions Branch  
5<sup>th</sup> floor, ATB Place North, 10025 - Jasper Avenue,  
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.

### **6.5.2 Technical Authority**

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_



Solicitation No. - N° de l'invitation  
EW479-172673/A  
Client Ref. No. - N° de réf. du client  
variousEW479-172673

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-6-39320

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

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

In its absence, the Technical Authority is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical 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 Technical Authority; however, the Technical 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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

### 6.6 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.

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## 6.7 Payment

### 6.7.1 Basis of Payment

1. For the Work described in Sections 1.0 through 12.0 of the Statement of Work in Annex "A".

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm unit price(s)*, as specified in Section 1.0 of Annex "B". Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

2. For the Work described in Section 13.0 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 Section 2.0 of 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.

### 6.7.2 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.

### 6.7.3 Method of Payment

Payment by Canada to the Contractor will be in accordance with the General Conditions of the Contract and the terms below.

#### 6.7.3.1 Progress Payment - Electrical Energy Auditor Fee

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 for each calendar year will be paid in accordance with the payment provisions of the Contract upon completion and delivery of the annual Six-Month Settlement Reconciliation Report for that year if the Work has been accepted by Canada and a claim for the payment is submitted.
3. The balance of the amount payable at the end of the contract will be paid in accordance with the payment provisions of the Contract upon completion of all work required under the Contract, including the Final Contract Report, if the Work has been accepted by Canada and a final claim for the payment is submitted.
4. 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.

#### 6.7.3.2 Progress Payment - Additional Services

1. The Contractor must submit a separate claim for payment for Additional Services from any claim for payment made in accordance to 6.7.3.1 above.
2. Canada will make progress payments for Additional Services in accordance with the provisions of the Contract as described in 6.7.3.1, above.

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#### 6.7.4 Taxes – Foreign-based Contractor

SACC Manual clause [C2000C](#) (2007-11-30) Taxes – Foreign-based Contractor

#### 6.7.5 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)

#### 6.7.6 Discretionary Audit

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

#### 6.7.7 Time Verification

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

### 6.8 Invoicing Instructions

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. a list of all expenses;
  - d. expenditures plus pro-rated profit or fee;
  - e. a "holdback" of 10% of the total value of the claim.

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 reports due for the subject period.
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 Technical Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Technical 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.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

### 6.10 Applicable Laws

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

### 6.11 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) the signed Task Authorizations (including all of its annexes, if any);
- (f) the Contractor's bid dated \_\_\_\_\_, (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award:* ", as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_ " *and insert date(s) of clarification(s) or amendment(s)*).

### 6.12 Foreign Nationals (Canadian Contractor **OR** Foreign Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

**OR**

SACC Manual clause A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

### 6.13 Insurance – No Specific Requirement

SACC Manual clause G1005C (2016-01-28) Insurance

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## ANNEX "A"

### STATEMENT OF WORK

**1.0 Title: Audit and Reconciliation Consulting Services for Electrical Energy Contract No. EW003-162563/001/EDM**

#### 2.0 Definitions

Words, phrases and terms used have the meanings as set out in the Definitions section of Appendix 1 titled, Annex "A"- Statement of Work and Basis of Payment From Enmax Contract EW003-162563/001/EDM.

#### 3.0 Background

Public Service and Procurement Canada (PSPC) has a 5-year contract with ENMAX Energy Corporation (the Retailer) for the bulk supply of approximately 231,000 MWh per year of electrical energy to approximately 915 sites for eleven Federal Departments and Agencies in Alberta. It is a block purchase contract comprised of a fixed quantity (85%) of the government Load at firm unit prices per MWh and the remaining Load at Spot Market prices. This provides for better federal budgeting while allowing some downward fluctuation in the Load without affecting the fixed quantity or firm unit prices.

The electricity contract provides for the enrollment of all federal sites with the Load Settlement Agent, delivery of electrical energy, collection of Load Settlement information, consolidated monthly invoicing in accordance with user department and agency requirements, and related services.

All site additions and deletions are requested by user departments and agencies directly to the Retailer, who makes the changes and notifies the Technical Authority. An annual contract amendment is created from the accumulated site change information, in order to maintain an accurate account of federal sites.

#### 4.0 Objective

Public Service and Procurement Canada requires audit services to review, verify and report on the performance of an electrical energy Retailer, including quantities of electricity delivered, timeliness of related services and accuracy of record keeping and billing. Also to be able to communicate the aspects of the contract and electricity market.

#### 5.0 Scope of Work

The Contractor shall perform the following, relative to the Retailer's compliance with the terms of the electrical energy (electricity) contract.

5.1 Provide a single point of contact, with the ability and resources to deal with all aspects of this audit contract.

5.2 Enrollment for Contract Transition in 2022

- a. Review the latest user department and agency site list, Schedule 1 to Appendix 1 to Annex "A" of the electricity contract, and verify whether all sites are properly enrolled by the Retailer. Consult with the Retailer to collect and validate all relevant information in order to ensure that all sites are enrolled to the correct federal departments.

- b. Identify to the Retailer for re-enrollment or de-enrollment, any sites that are not accurately enrolled in accordance with the electricity contract.
- c. For any sites that have not been enrolled, verify whether the billing for the missing period is according to the correct rates in the electricity contract.

### 5.3 Ongoing enrollment, de-enrollment, energization, and de-energization

Review the Retailer's enrollment process and verify whether requested site changes are applied to the correct federal departments and agencies, within the 5 business day term of the electricity contract, and whether the invoicing is updated to meet each department's/agency's billing preferences.

### 5.4 Data Management

Review the Retailer's data management capability and processes (web portal, monthly reconciliation) and verify compliance with the electricity contract.

### 5.5 Monthly Billing

- a. Verify the correctness and accuracy of the monthly billing of each of the federal department and agency sites. The billing determinants to be verified and reported to Canada are
  - i) wires charges, including but not limited to transmission, distribution access service charges, line losses & UFE and tariffs.
  - ii) total settled electrical energy, including fixed quantities and additional quantities at pool prices
  - iii) cost of total energy consumed, by site, by department within the context of the stipulated contract price and the hourly spot market price
  - iv) aggregated cost billed vs. stipulated contract cost, and differentiated accordingly
  - v) REC in terms of quantity and premium cost, by site and by department
  - vi) retail fees for settled electrical energy and REC, by site and by department
  - vii) audit fees, relative to the quantity of power consumed
- b. Identify any monthly billing deviations and provide related information to the Retailer or Wires Services Provider to facilitate resolution.
- c. Identify any late payments made by federal departments and agencies, and the reasons.

### 5.6 Portfolio Management

- a. Facilitate financial reconciliation with the Retailer and the Wire Service Provider of the cost of energy billed within the context of 5.5a and 5.5b.
- b. Re-profiling of Fixed Quantities

Review the actual settled consumption compared to the aggregate and assigned fixed quantities to determine whether departments and agencies are within their expected range of consumption. If re-profiling is necessary and takes place, record adjustments made and verify whether adjustments made were to the benefit of the Crown.
- c. Annual Budgets

Provide annual budget estimates for the next fiscal year and have them delivered to the user departments and agencies by the end of January of each calendar year, factoring in re-profiling of loads if required.

#### 5.7 Renewable Energy Certificates (REC)

##### a. REC

Consult with the Retailer to identify the REC sources that are providing green electrical energy to the Federal Government. Review the output of the assigned sources and verify whether the Retailer is providing the contract quantity of REC to the Alberta Interconnected Electric System.

Verify whether the quantity of REC are in accordance with the departmental actual load consumption profiles.

Verify whether the REC sources meet the EcoLogo certification.

Verify whether the transfer of the REC to Canada is occurring and that the attributes belong to no other party.

##### b. Allocation

Verify whether the REC and associated emissions reductions are allocated to those federal departments that have chosen to purchase REC as part of their portfolio requirement.

#### 5.8 Reports

Deliver reports in accordance with section 7.0 below.

### 6.0 Meetings and Presentations

- 6.1 Ad hoc teleconferences and/or presentations will be called as deemed necessary by the Technical Authority.
- 6.2 Up to one normal meeting per month may be called by the Technical Authority as part of the contract.
- 6.3 Special meetings or initiatives to bring about resolution with and for client departments and agencies or the electricity contractor may be called by the Technical Authority under Additional Services.

### 7.0 Reports and Deliverables

- 7.1 All reports shall be delivered to the Technical Authority by an electronic Excel and PDF format.

#### 7.2 Monthly Reports

- a. Report any new site additions that are not properly executed within the 5 business day term of the electricity contract.
- b. Report any monthly billing deviations to the Technical Authority.



- c. Advise the Technical Authority on any issues pertaining to new connections that under the terms of the electricity contract are normally facilitated by the Retailer.
- d. Provide an "all's well" report if nothing to report under this section.
- e. Re-profiling of Fixed Quantities  

Compare the actual settled consumption for the month to the aggregate and assigned fixed quantities and report whether departments and agencies are within the expected range of consumption and report on any variances.

Recommend any necessary re-profiling.
- f. Provide an analysis of the electricity contract results, including spreadsheets as appropriate, for:
  - i) Aggregate load shape for each account, by month and by fiscal year (1-April to 31-March) or part thereof;
  - ii) All electricity contract costs to date, by month and by fiscal year or part thereof, factoring in the 6-month settlement reconciliation process;
  - iii) A comparison of projected total contract costs to date vs. actual, by month, incorporating the 6-month settlement reconciliation process;
  - iv) Projected total costs to the end of the electricity contract, by month and by year;
  - v) Current and projected market value (Standard Supply) of the electricity contract;
  - vi) Realized avoided costs for each month and fiscal year or part thereof compared to Standard Supply (the default supply alternative), factoring in the 6-month settlement reconciliation process;
  - vii) Department and agency, or building as required, summary of costs, avoided costs, market value and aggregate load shapes for each month and fiscal year or part thereof; and
  - viii) The current number of accounts and the number of invoices generated per month, by department and agency, or building where required, and in total.
- g. Renewable Energy Certificate (REC)  

Compare, with the Retailer's reports, the total aggregate volume and costs of REC by month and by fiscal year, for each participating department and agency, and report on the accuracy.
- h. Verify the green electrical energy output by supplier to total volume purchase by the Crown.
- i. Summary of key issues and resolutions for the month.
- j. Provide analysis and price projection of REC for one year period.

- k. Report whether the Crown received value relative to the terms & conditions of the electricity contract: load profiles relative to consumption profiles relative to market place opportunities and/or conditions.

### **7.3 Annual Reports** (covering January 1 to December 31 each year)

- a. Summary of key issues and resolutions for the year.
- b. Report whether the Crown received value relative to the terms & conditions of the electricity contract: load profiles relative to consumption profiles relative to market place opportunities and/or conditions.

### **7.4 Six-Month Settlement Reconciliation Report**

The six-month settlement reconciliation report shall be delivered by 30-June of each year beginning 01-January incorporating all previous annual reports and the final settled electrical energy to 31-December of the previous year.

### **7.5 Final Contract Report**

The final contract report shall be delivered by 30-June-2022 incorporating the six-month settlement reconciliation report for that year and a final analysis of the electricity contract identifying any outstanding issues.

## **8.0 Travel**

Occasional travel may be requested by the Technical Authority for the purpose(s) of attending special meetings, delivering presentations or other additional services at additional cost under Additional Services.

## **9.0 Acceptance Criteria**

- 9.1 All auditing and subsequent reports shall be conducted and presented in accordance with generally accepted accounting principles.
- 9.2 All tasks, reports and deliverables under the contract shall be subject to the acceptance of the Technical Authority.

## **10. Government Furnished Information**

- 10.1 A copy of the Statement of Work and Basis of Payment for ENMAX electricity contract No. EW003-162563/001/EDM, without pricing details, attached as Appendix 1.  
*NOTE: Pricing details will be provided to the audit Contractor upon award.*

## **11. Security**

All work is unclassified and the Contractor will not have access to any classified information.

## **12. Software and Systems**

The Contractor shall employ software and systems that are compatible with ENMAX software and systems.

## **13. Additional Services**

13.1 This section describes the additional services related to the audit of electricity which may be authorized on an "as and when requested" basis in accordance with Part 6 – resulting contract clause 6.1.2 of the contract.

### 13.2 Types of Additional Services

- a) *Special Meetings, Evaluations and Presentations*  
Attend special meetings, perform special evaluations and/or deliver presentations to client departments and agencies, the electricity contractor or others as requested by the Technical Authority.
- b) *Green Programs*  
Report on new Federal initiatives that promote the purchase of Green Power in Alberta and complete an analysis of any benefits to the federal departments and agencies operating in Alberta. Recommend to the Technical Authority any changes resulting to the electricity contract.
- c) *Performance Contracting*  
Determine and establish baseline consumption patterns for any energy conservation project and report savings in terms of dollars and electricity reductions and whether targets are being met as expected.
- d) *Energy Conservation*  
Review Retailer reports for energy conservation and cost saving opportunities and make recommendations to the Technical Authority. Analyze and advise on energy conservation projects. Offer solutions for cost saving opportunities and make recommendations to the Technical authority.
- e) *Market Intelligence*  
Advise the Technical authority with respect to market activities that could impact the electricity contract. Advice and Analysis on various energy and Utilities markets in Canada. Offer solutions/reports for cost saving opportunities and make recommendations to the Technical Authority.

If subject matter experts are required to carry out portions of additional services, they may be contracted for as a cost reimbursable expense to the Task Authorization, subject to the prior approval of the Technical Authority.

### 13.3 Types of Personnel

- a) The types of personnel that the Contractor may require include, but are not limited to, the following:
  - Electrical Energy Auditor
  - Information Systems Support and Development.
  - Engineering/Technical personnel
  - Accounting
  - Records Administration, Clerical Services
- b) The Technical Authority may, in consultation with the Contractor, amend this list of the types of personnel. The labour rates for any additional types of personnel shall be negotiated with the Contracting Authority.

#### 13.4 Qualifications of Key Personnel

- a) The qualifications of key personnel assigned to the work shall be subject to the acceptance of the Technical Authority.
- b) When specific persons have been named in the Task Authorization as the persons who must perform the Work, the Contractor shall provide the services of the persons so named unless the Contractor is unable to do so for reasons beyond its control.
- c) If, at any time, the Contractor is unable to provide the services of any specific person named in the Task Authorization, it shall provide a replacement person who is of similar ability and attainment.
- d) The Contractor shall, before replacing any specific person named in the Task Authorization, provide notice in writing to the Technical Authority containing:
  - i) the reason for the removal of the named person from the Work; and
  - ii) the name, qualifications and experience of the proposed replacement person.
- e) The Contractor shall not, in any event, allow performance of the Work by unauthorized replacement persons and acceptance of a replacement person by the Technical Authority shall not relieve the Contractor from responsibility to meet the requirements of the Task Authorization.
- f) The Technical Authority may, upon reasonable grounds, order the removal from the Work of any person and the Contractor shall immediately remove the person from the Work and shall, in accordance with subsection 13.4c and paragraphs 13.4d ii), secure a replacement.
- g) The fact that the Technical Authority does not order the removal of a replacement person from the Work shall not relieve the Contractor from its responsibility to meet the requirements of the Task Authorization.

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## APPENDIX 1 TO STATEMENT OF WORK

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### ANNEX "A" - STATEMENT OF WORK AND BASIS OF PAYMENT FROM ENMAX ELECTRICITY CONTRACT NUMBER EW003-162563/001/EDM

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#### 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 Electrical 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 Electrical 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.

**Conventional Electrical Energy** means electrical energy generated and supplied into the Alberta interconnected Electrical system other than Green Electrical energy.

**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 (CO<sub>2</sub>), sulfur dioxide (SO<sub>2</sub>), nitrous oxide (N<sub>2</sub>O), nitrogen oxides (NO<sub>x</sub>), 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 CO<sub>2</sub>, methane (CH<sub>4</sub>) and N<sub>2</sub>O as a special subset.

**Fixed Quantity** is the portion of the total Settled Electrical 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 a market price at a given point in time between a buyer and a seller 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;

**Pool Price** means the hourly Alberta pool price as posted by Alberta Electric System Operator (AESO).

**Renewable Energy Certificate 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 Certificates (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 (CO<sub>2</sub>, CH<sub>4</sub>, and N<sub>2</sub>O), particulate matter, NO<sub>x</sub>, sulfur oxides (SO<sub>x</sub>), 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 a unique 13 digit numerical identifier specific to the electrical service, 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.

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### 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 3<sup>rd</sup> 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 3.10, Data Management.
- 3.4.10 Identify and advise the Project Authority of all applicable changes, but not limited to, Settled Electrical 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 Project 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 make available customized reports such as cost, Electrical Energy consumption history, REC accumulation and Emissions Reductions, and bench marking 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 make available to client departments 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 Electrical 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 Electrical Energy consumption by the hour by rolling up the individual client department data. If Canada's Total Hourly Settled Electrical 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 Pool Price 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 Certificate (REC's)**

##### **4.1 Renewable Energy Certificate 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 A source REC facility must have a valid Eco-Logo certification, as a minimum from the year 2000, 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 Certificate (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.
  - 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.
  - 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 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.
    - 4.2.6.1 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.
- 4.3 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.

## **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

## 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
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"

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

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## 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  
EW479-172673/A  
Client Ref. No. - N° de réf. du client  
variousEW479-172673

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-6-39320

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 Certificate

2.1 The contractor will deliver 144,595 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.
- 8,500 MWh/yr to be delivered to AAFC sites, at the rate of 35% of AAFC's Settled Electrical Energy.
- 2,500 MWh/yr to be delivered to CFIA sites, at the rate of 35% of CFIA's Settled Electrical Energy.
- 548 MWh/yr to be delivered to EC sites, at a rate of 90% of EC's Settled Electrical Energy.
- 110,047 MWh/yr to be delivered to DND sites, at the rate of 90% of DND's Settled Electrical Energy 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

Solicitation No. - N° de l'invitation  
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variousEW479-172673

Amd. No. - N° de la modif.  
File No. - N° du dossier  
EDM-6-39320

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

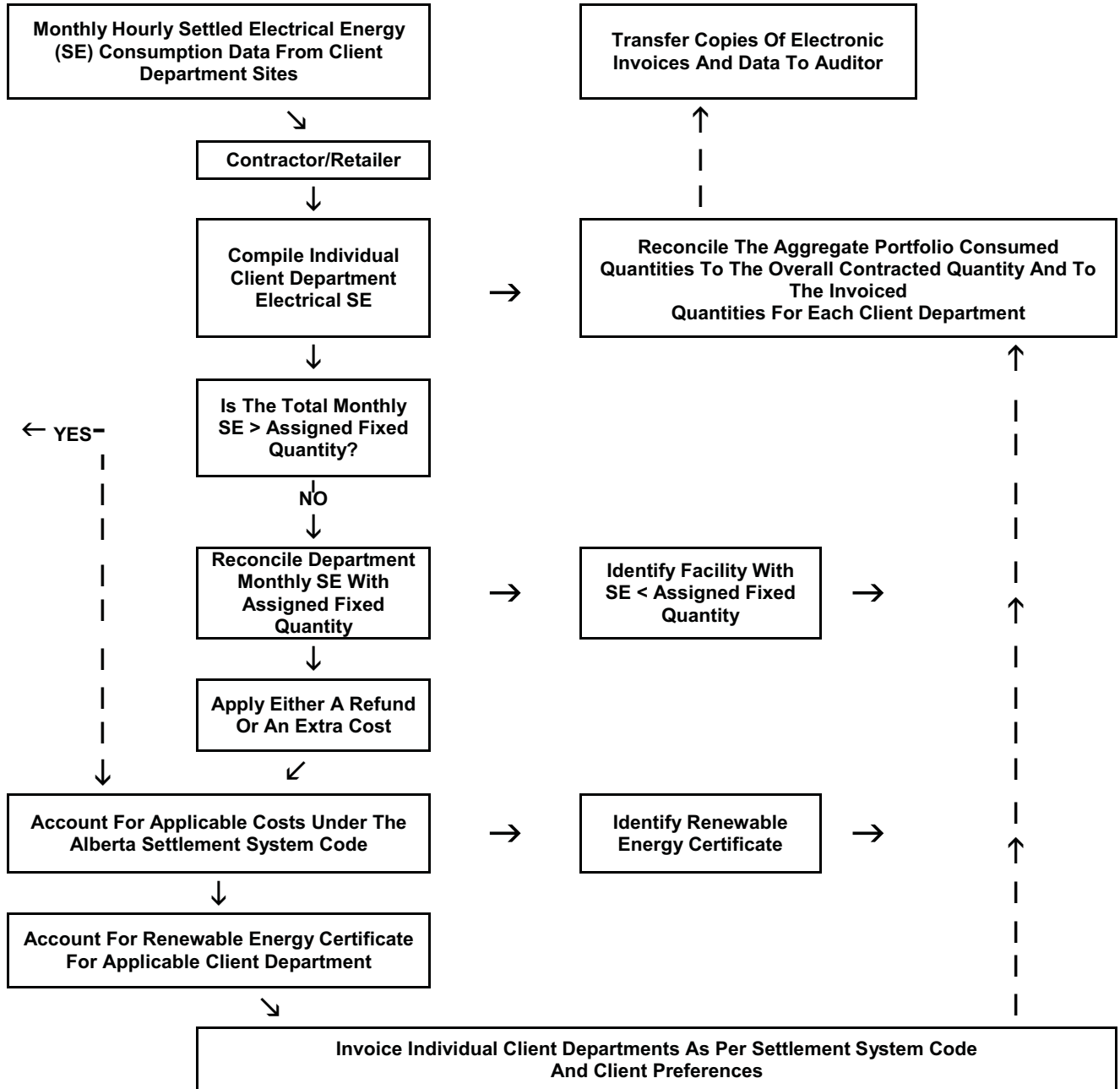
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Delivery will be adjusted during the last month of each year to match the annual amounts listed for each Client Department.

**2.2** Canada, at its sole discretion, may request to have additional REC's competitively procured and delivered under the contract, upon written 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



## ANNEX "B" BASIS OF PAYMENT

### 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 196,350 MWh per year.

## **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 Certificate**

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	\$ _ . _ _ _	=	\$
<b>Sub-total Cost for Fixed Quantity Energy</b>							<b>\$</b>

### 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.

## 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 CERTIFICATE

#### 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 Certificate	144,595	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.

### 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 = \$ \_\_\_\_ . \_\_\_\_ /MWh

### 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.

**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 CERTIFICATE**

**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 Certificate	144,595	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.

#### 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 = \$ \_ \_ . \_ \_ /MWh**

#### 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.

## **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.

## ANNEX "B"

### BASIS OF PAYMENT

#### 1.0 AUDIT OF ELECTRICAL ENERGY

1. The Contractor will be paid, for the audit of electrical energy, a firm unit price for each MWh, or part thereof, of Electrical Energy, *including UFE (Unaccounted for Energy) and line losses*, delivered to the client department and agency sites listed in Appendix 1 to Annex "A" - Statement of Work and Basis of Payment From Enmax Electricity Contract Number EW003-162563/001/EDM during each hour of the month.
2. The firm all inclusive unit price per MWh will cover all services, teleconferences and normal monthly meetings related to all Settled Electrical Energy, as stated in Annex A - Statement of Work, except for Additional Services. Payment for special meetings and normal meetings over and above the stipulated 12 per year will be covered under Additional Services.
3. Payment of the Electrical Energy Auditor Fee will be made by the Electrical Energy Retailer, on a firm price per MWh basis, allocated to the site level on a current basis and adjusted to settlement periods.
4. The Electrical Energy Auditor Fee will be based on the total quantity of settled electrical energy delivered, and will cover all audit services of the contract except for Additional Services.
5. Payment will be made to the Contractor upon delivery and acceptance of each report by the Technical Authority and subsequent instruction by the Technical Authority to the Electrical Energy Retailer.

Date of contract to May 31 2022						
MWh of Electrical Energy per year (est.)		Years		Firm Unit Price per MWh		(est.) Subtotal
231,000	x	5	x	\$	=	\$
Option Period: June 01 2022 to May 31 2023						
231,000	x	1	x	\$	=	\$

## 2.0 ADDITIONAL SERVICES

1. All rates for Additional Services will be negotiated after contract award, and may be done in accordance with Contract Cost Principles 1031-2 and PWGSC Profit Policy.
2. Firm all-inclusive per diem rates, Applicable Taxes extra, for the following categories of personnel.

	CATEGORY	FIRM PER DIEM RATE
1	Electrical Energy Auditor	\$ _____
2	Information Systems Support and Development	\$ _____
3	Engineering/Technical personnel	\$ _____
4	Accounting	\$ _____
5	Records Administration, Clerical Services	\$ _____

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.

3. Disbursements at actual cost or laid down cost as applicable, plus a firm profit of \_X\_%, including (list items).
4. Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the Treasury Board Travel Directive ([http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/TBM\\_113/td-dv\\_e.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/TBM_113/td-dv_e.asp)), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority.

5. All costs for Additional Services are subject to prior written authorization of the Technical Authority.

With the exception of the firm elements above, the amounts shown in the respective categories of the above Basis of Payment are estimates and it is the intention that changes from item to item will be accepted for billing purposes as the work proceeds, provided that the total cost of the TA does not exceed the limitation of expenditure specified in the authorized TA.

6. **TOTAL ESTIMATED COST FOR  
ADDITIONAL SERVICES**

**(est.) \$100,000.00**

7. All costs for Additional Services will be negotiated in accordance with clauses 2.1 to 2.6 above, and the Contractor will be paid either a firm price, or on a cost reimbursable basis to a ceiling price, or to a limitation of expenditure, as specified in the resulting Task Authorization.

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*Firm Unit Price(s) or Firm Lot Price - Task Authorizations*

In consideration of the Contractor satisfactorily completing all of its obligations under the authorized Task Authorization (TA), the Contractor will be paid *the firm unit price(s) in accordance with the basis of payment, in Annex B*, as specified in the authorized TA. Customs duties are *included*, and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been authorized, in writing, by the Contracting Authority before their incorporation into the Work.

OR

*Ceiling Price*

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 ceiling price of \$ \_\_\_\_X\_\_\_\_ (*insert amount at contract award*). Customs duties are *included*, and Applicable Taxes are extra.

The ceiling price is subject to downward adjustment so as not to exceed the actual costs reasonably incurred in the performance of the Work and computed in accordance with the Basis of Payment.

OR

*Limitation of Expenditure – Task Authorizations*

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.

### **3.0 APPLICABLE TAXES:**

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



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EDM-6-39320

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

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## **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)

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EDM-6-39320

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

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**ANNEX “D”**

**TASK AUTHORIZATION FORM PWGSC-TPSGC 572**

<http://publiservice-app.pwgsc.gc.ca/forms/index.cfm?fuseaction=search.details&lang=e&display=8891>

## ANNEX "E"

### MANDATORY AND POINT RATED TECHNICAL EVALUATION CRITERIA

#### A. EVALUATION

##### 1.0 Mandatory Criteria

Bidders must show compliance by addressing each performance specification in the Compliance Matrix, whether it "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.

Failure to meet each performance specification will result in the bid being deemed non-responsive, and be given no further consideration and no further evaluation will be carried out

##### Compliance Matrix – Mandatory at Solicitation Close

1.0	MANDATORY CRITERIA	Met	Not Met
1.1	Provide confirmation of legal ownership structure and related companies, in order to demonstrate:  a) an arms length relationship to ENMAX Corporation, the energy retailer being audited; and,  b) that the bidder is not in direct competition to ENMAX Corporation or affiliated with any electrical energy marketer.		
1.2	Provide single point of contact for Contract.		

##### 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 60% of the total points available for each individual technical and management criteria. Proposals which fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

Each proposal must achieve a minimum score of 70% of the maximum total points available overall for all criteria listed in sections 2.1 and 2.2. Proposals which fail to achieve this score will be considered technically unacceptable and will be given no further consideration.

**Point rated (Technical) Criteria – Mandatory at Solicitation Close**

2.0	POINT RATED TECHNICAL CRITERIA	WEIGHT	RATING 0-10	SCORE
2.1	<b>TECHNICAL BID</b>			
.1	Demonstrate an understanding of the scope and importance of the requirement.	5		
	Sub-Total Points Available			50
	Minimum Points Acceptable			30
	Sub-Total Points Awarded			
.2	Identify potential problems & methods of handling.	10		
	Sub-Total Points Available			100
	Minimum Points Acceptable			60
	Sub-Total Points Awarded			
.3	Demonstrate procedures that have been established to ensure accuracy and timeliness of auditing.	2		
	Sub-Total Points Available			20
	Minimum Points Acceptable			12
	Sub-Total Points Awarded			
.4	Plan to audit all site enrollments, initial and ongoing.	2		
	Sub-Total Points Available			20
	Minimum Points Acceptable			12
	Sub-Total Points Awarded			
.5	Demonstrate the procedure to verify data management compliance to the electricity contract.	2		
	Sub-Total Points Available			20
	Minimum Points Acceptable			12
	Sub-Total Points Awarded			

.6	Demonstrate a process for auditing whether individual client department billing, administrative and scheduling requirements have been established.	2		
	Sub-Total Points Available			20
	Minimum Points Acceptable			12
	Sub-Total Points Awarded			
.7	Provide a proposed auditing & reporting system, its features and ability to collect, maintain, retain and format data and to be customized for the requirements of the proposed contract. Example formats of sample auditing and spreadsheets illustrating the above.	11		
	Sub-Total Points Available			110
	Minimum Points Acceptable			66
	Sub-Total Points Awarded			
.8	Demonstrate the features and flexibility of the proposed audit software and database, which:  a) allows audit of the billing and settlement system;  b) has ability to access a web portal to audit historical summaries and detailed site information and to audit all clients' Electrical Energy load profile.	10		
	Sub-Total Points Available			100
	Minimum Points Acceptable			60
	Sub-Total Points Awarded			
.9	Demonstrate the knowledge, expertise and process(s) to reconcile actual electricity consumption (+ - ) of the actual hourly load consumption profile relative to the stipulated contract quantities by department to the hourly mark to market spot prices specific to the three tier pricing format.  Note this option dictates departmental load profile and stipulated contract quantity does not change.	7		
	Sub-Total Points Available			70
	Minimum Points Acceptable			42
	Sub-Total Points Awarded			

.10	Demonstrate the knowledge, expertise and process(s) to reformatting and/or re-profiling of the hourly loads between departments within the context of the historical electricity consumption data, the contractual stipulated loads and the forward projected load profiles and the forward market pricing.  Note this option dictates departmental load profile change but the stipulated contract quantity does not change.	7		
	Sub-Total Points Available			70
	Minimum Points Acceptable			42
	Sub-Total Points Awarded			
.11	Demonstrate the knowledge, expertise and process(s) to reformatting and/or re-profiling of the hourly loads between departments within the context of the historical electricity consumption data, the contractual stipulated loads and the forward projected load profiles and the forward market pricing.  Note this option dictates departmental load profile change and the stipulated contract quantity change.	7		
	Sub-Total Points Available			70
	Minimum Points Acceptable			42
	Sub-Total Points Awarded			
.12	Ability to audit REC. Capabilities and methodologies for auditing the quantification, verification and documentation of REC. Examples to demonstrate ability to audit these functions.	10		
	Sub-Total Points Available			100
	Minimum Points Acceptable			60
	Sub-Total Points Awarded			
.13	Procedure to audit if and how the electricity Retailer has assisted clients to re-profile their assigned fixed quantities, where necessary, and to establish next years' budgets in an accurate and timely manner.	2		
	Sub-Total Points Available			20
	Minimum Points Acceptable			12

	Sub-Total Points Awarded			
.14	Demonstrate ability to provide additional services as described in section 13 of Statement of Work, Annex "A".	5		
	Sub-Total Points Available			50
	Minimum Points Acceptable			30
	Sub-Total Points Awarded			
<b>2.2</b>	<b>MANAGEMENT BID</b>			
.1	Corporate structure, background & experience, including number of years auditing in the electrical energy industry and in auditing Environmental Attributes. Detailed experience with similar type of contracts: Federal, Provincial, Municipal Government Organizations; and large private industry clients.	10		
	Sub-Total Points Available			100
	Minimum Points Acceptable			60
	Sub-Total Points Awarded			
.2	Details of proposed personnel, including relevant education, training & experience. Adequacy, availability and allocation of personnel.	10		
	Sub-Total Points Available			100
	Minimum Points Acceptable			60
	Sub-Total Points Awarded			
.3	Liaison with necessary parties.	1		
	Sub-Total Points Available			10
	Minimum Points Acceptable			6
	Sub-Total Points Awarded			
.4	Overall organization of the project and commitment to reports & completion dates.	3		
	Sub-Total Points Available			30
	Minimum Points Acceptable			18

	Sub-Total Points Awarded			
	<b>Total Points Available</b>			1060
	<b>Minimum Points Acceptable</b>			742
	<b>Total Points Awarded</b>			

### 3.0 Financial Evaluation

#### 3.1 Total Evaluated Price Calculation

- The Total Evaluated Price is calculated by adding the Estimated Extended Price Total for each Item.
- The Estimated Extended Price Total per Item is calculated by taking the Estimated Usage/Quantity of each Item and multiplying by the number of years of the contract and then multiplying by the Firm Unit Price for the Item.

The table below illustrates an example of a total evaluated price calculation.

Contract Period: date of award to May 31 2022						
Item	Estimated Usage/Quantity		No. of years		Firm Unit Price/MWh	Estimated Extended Price Total
1	231,000 MWh per year	x	5	x	\$xx.xxxx	= \$x,xxx.xx
Option Period June 01 2022 to May 31 2023						
2	231,000 MWh per year	x	1	x	\$xx.xxxx	= \$x,xxx.xx
<b>Total Evaluated Price</b>						<b>\$x,xxx.xx</b>