

**REQUEST FOR PROPOSALS
FOR
DELIVERY OF INSTANT ENERGY SAVINGS PROGRAM
SERVICES
For the Department of Environment, Energy and Climate
Action**

For the Government of Prince Edward Island, as represented by
the Minister of Environment, Energy and Climate Action

Request for Proposal Number:

PEIG-5988

Date Issued:

October 27, 2022

Submission Deadline:

November 23, 2022

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Province Prince Edward Island (“the Province”) to prospective Proponents to submit proposals for the provision of **Delivery of Instant Energy Program Services** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Instant Energy Savings program was launched in 2018 by efficiencyPEI offering instant point-of-sale discounts on residential energy efficient products. It works in collaboration with a contracted Delivery Agent to engage national and independent retailers to offer the Instant Savings on Energy Efficient Products Program (“the Program”) at locations across PEI. efficiencyPEI offers incentives on qualifying products during two campaign periods typically between 4 and 8 weeks in duration. In addition to discounts offered on smaller products during campaigns, efficiencyPEI offers year-round incentives on select energy savings products such as major appliances.

This RFP is being issued to procure one Delivery Agent to deliver the Program throughout Prince Edward Island.

efficiencyPEI’s mission is to empower all Islanders to make good choices when it comes to energy. From providing information to delivering rebate programs, efficiencyPEI is the go-to for all things energy efficiency on Prince Edward Island. efficiencyPEI believes in putting knowledge in the hands of clients and enable them to make proactive choices about their homes and businesses. efficiencyPEI is committed to showing that energy efficiency can increase comfort, reduce environmental impacts and put money back in the pockets of Islanders.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” shall be:

Andy Collier, ajcollier@gov.pe.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of **1 year**. The Province reserves the right to extend the agreement for **2 – 1 year** extension(s) beyond the initial term, for an overall potential maximum of **3 years** in total.

1.4 RFP Timetable

Issue Date of RFP	October 27, 2022
Deadline for Questions	November 4, 2022
Deadline for Issuing Addenda	November 10, 2022

Submission Deadline	November 23, 2022 2:00pm Atlantic Time
Anticipated Execution of Agreement	December 23, 2022

The RFP timetable is tentative only, and may be changed by the Province at any time.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES E-MAIL ADDRESS ONLY

procurementservices@gov.pe.ca

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the submission of its proposal to the exact e-mail location indicated in this RFP on or before the Submission Deadline. The Province does not accept any responsibility for proposals e-mailed to any other e-mail location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock at procurementservices@gov.pe.ca will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

Proponents should submit their proposal containing the following:

1) One (1) electronic copy of the technical proposal saved as a Portable Document Format (PDF) and e-mail to procurementservices@gov.pe.ca. Technical proposal should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name of the Proponent.

Technical proposals should be comprised of: a) completed **Appendix B Submission Form**, b) completed response to **Appendix D – RFP Particulars**, and c) other mandatory submission requirements, as applicable. Financial information is not to be included in the technical proposal.

2) One (1) electronic copy of the financial proposal (completed response to **Appendix C – Submission Pricing Form**) saved as a PDF or MS Excel and e-mailed to procurementservices@gov.pe.ca. The financial proposal must be saved as a separate file from the technical proposal.

Financial proposal should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name of the Proponent.

Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their proposal.

The Province will not accept proposals submitted by **facsimile transfer, courier, mail, hand delivery or any other electronic means.**

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by e-mail to procurementservices@gov.pe.ca prominently marked in the subject line the word "Amendment" with the RFP title and number and the full legal name of the Proponent. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact by e-mail prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **Ninety (90)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The Province will conduct the evaluation of proposals in the following three stages:

2.2 Stage I: Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

Other than inserting the information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a completed **Submission Form (Appendix B)** signed by an authorized representative of the Proponent.

2.2.3 Submission Pricing Form (Appendix C)

Each proposal must include a Submission Pricing Form (**Appendix C**) completed according to the instructions contained in the form.

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Province will review the proposals to determine whether the mandatory technical requirements as set out in the **RFP Particulars (Appendix D)** have been met. Questions or queries on the part of the Province as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the Proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

2.3.2 Rated Criteria

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D)**. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.4.1 Executive Summary	5 points	3 points
D.4.2 Understanding of Service Requirements	5 points	3 points
D.4.3 Proposed Approach/Process, Project Plan	20 points	12 points
D.4.4 Demonstrated Expertise	10 points	6 points
D.4.5 Project References	10 points	6 points
D.4.6 Proposed Project Manager, Resume and References	5 points	3 points
D.4.7 Proposed Resources Manager, Resume and References Experience and Qualifications	5 points	3 points
D.4.8 Resource Management	5 points	3 points
D.4.9 Management of Project Risk	5 points	3 points
D.4.10 Added Value	4 points	2 point
D.4.11 Gender, Diversity & Inclusion	3 points	2 points
D.4.12 Sustainable Practices & Local Content	3 points	2 points
Subtotal A	80 points	48 points
Stage III Pricing – (Appendix C – Submission Pricing Form)	20 points	12 points
Total Points	100 points	60 points

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the **Submission Pricing Form (Appendix C)**. The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent will be ranked based on its total score. The Proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the Province, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by the Province with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.5 No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.6 References and Past Performance

In the evaluation process, the Province may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Province.

3.1.7 Information in RFP Only an Estimate

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.8 Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

3.1.9 Proposal to be retained by the Province

The Province will not return the proposal or any accompanying documentation submitted by a Proponent.

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

The Province makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The Province may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the Province.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services, Department of Justice and Public Safety, please consult:

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Province is under no obligation to provide additional information, and the Province will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Province will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Province, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the **Prince Edward Island Tendering Site**. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Province and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Province determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Province may extend the Submission Deadline for a reasonable period of time.

3.3.4 Verify and Clarify

During the evaluation process, the Province may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not

limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars (Appendix D). The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

The Province will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as **Appendix A** to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of the Province's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Province may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by the Province with a Proponent, notification of the outcome of the Procurement process will be posted on the **Prince Edward Island Tendering Site**.

3.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

The Province may disqualify a Proponent for any conduct, situation or circumstance, determined by the Province, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the **Submission Form (Appendix B)**.

3.5.2 Disqualification for Prohibited Conduct

The Province may disqualify a Proponent, or terminate an agreement entered into if the Province, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

3.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest and must take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the Province, and then only in coordination with the Province.

3.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Province; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Proposals

The Province may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Province's past experience with the Proponent within the 18 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the Province by any references of the Proponent, pursuant to either section 3.1.6 or section 3.7.1(e) of this RFP.

3.6 Confidential Information

3.6.1 Confidential Information of the Province

All information provided by or obtained from the Province in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Province and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Province; and
- (d) must be returned by the Proponent to the Province immediately upon request of the Province

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court

or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”). A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”) governs the collection, use and disclosure of personal information by the Province and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/legislation/all/all/a>

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent’s proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Province and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Province may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Province has at law.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Province nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Province's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

3.8 Participation of Eligible Public Sector Entities

By submitting a proposal in response to this RFP, a Proponent irrevocably undertake and agrees that if successful, and following execution of an agreement with the Province, it will make the specified goods and/or services available to any public sector entity eligible to participate in this procurement process upon request by a public sector entity seeking access to those goods and/or services, provided however, that the Proponent's obligation to allow participation by other public sector entities does not extend to circumstances in which the Proponent would have to make capital or operational expenditures specifically in order to accommodate subsequent requests for goods or services by public sector entities.

The Proponent may only provide the goods and services specified under this RFP to additional entities by entering into a separate agreement with the new entity which shall contain the following minimum terms:

- (a) Any agreement the successful Proponent enters into with an eligible public sector entity shall be on the same terms and conditions, including pricing and expiry date, contained in the agreement it enters into for the same goods and/or services with the Province under this RFP.
- (b) The Proponent and the other entity acknowledge and agree that the Province will not have any contractual or financial obligation or any other liability to either the Proponent or the other entity for any matter arising under the agreement or through the provision of goods and services specified in this RFP and, without limiting the foregoing, the Proponent and other entity acknowledge and agree that:

- The Province will not be liable or responsible for any act or omission of the other entity in relation to the other entity's access to the provisions of goods or services under this RFP;
- The other entity will make its own enquiries and satisfy itself as to the suitability of the Proponent or its products or services for the other entity;
- The other entity will be responsible for obtaining its own professional advice, including its own independent legal advice, and for including any additional business and legal terms and conditions in the other entity's agreement as may be necessary and appropriate in its specific circumstances; and
- The other entity will be responsible for its own contract administration with the Proponent and will not direct any Proponent service issues that may arise to the Province.

For the purposes of this section, a public sector entity means any provincial government or provincially funded entity in Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
NAME OF AGREEMENT**

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of _____,

(hereafter referred to as "Government")

OF THE FIRST PART;

AND: _____
of _____
in _____ County, Province of _____,

(hereafter referred to as the "Contractor")

OF THE SECOND PART.

WHEREAS Government wishes to engage the services of the Contractor to carry out the services described in Schedule "A" attached hereto;

AND WHEREAS the Contractor has agreed to provide Government with these services on certain terms and conditions as more particularly set out in this Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Definitions

1. In this Agreement, the following definitions apply:
 - a. "Fiscal Year" means ...
 - b. "Schedule" means...

Covenants of the Contractor and the Government

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to the Government.
3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the _____ day of _____, 20____, and end on the _____ day of _____, 20____ (the "Term").

- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the ____ day of _____, 20____. It is further agreed that the amount of \$_____ is the maximum amount to be paid for the Work and includes all amounts which may be owed for Work since the ____ day of _____, 20____.

Payments, Records and Accounts

4. The Government shall make payments to the Contractor in the following manner.

- (a) Payment for the Work shall be at the rate of \$_____ per hour, excluding taxes, but in no case shall the total payment exceed \$_____;

OR

- (a) Payment for the Work shall be a lump sum of \$_____, excluding taxes, payable on the ____ day of _____, 20____.

OR

- (a) Payment for the work shall be by installments of \$_____, excluding taxes, payable as follows [*ie. List dates (milestones) when payments will be made including amount to be paid on each date*]

AND, IF APPLICABLE

- (b) The Government shall pay all expenses of the Contractor, excluding taxes, up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.

- (c) The payments described herein shall be paid upon the basis of the submission by the ____ day of _____, 20____ of a detailed statement together with all necessary receipts. Such statements shall be submitted to Government and Government shall pay the amount owing within ____ days of receipt.

- (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the Work.

OR

- (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the Work.

- (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

- (f) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employers' obligations. The Contractor agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.
https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf
<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20AlcoholDrugandMedicationPolicy.pdf>
https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf
- (c) The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.
7. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Reports

8. (a) The Contractor shall make interim reports as the Government may direct.
- (b) The Contractor shall prepare and submit a draft final report for review and approval of Government not later than the ____ day of ____ 20__. Government shall either signify its approval or note the deficiencies in writing to the Contractor within ____ days of its submission. The final report shall be submitted to Government not later than the ____ day of ____, 20__ unless the parties agree otherwise in writing.

Administration

9. Subject to any specified time schedule or location where the Work is to be performed as may be set forth in Schedule "A" attached hereto, Work is to be performed in the offices of Government, and the Contractor shall follow the same time schedule as applicable to employees of Government.
10. Government shall provide such support, direction, decisions and information to the Contractor as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Contractor.

Termination

11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mail to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.
12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.

14. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.
- (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
- (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act* R.S.C. 1985, c. C-42.

Conflict of Interest

15. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:
 - (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
 - (b) Terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

16. The Contractor acknowledges that this Agreement, and information provided in respect of this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01. The Contractor may be consulted prior to release of any information.
17. The Contractor acknowledges and agrees that in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act* and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

18. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
19. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:
- (a) Commercial General Liability insurance in an amount not less than \$ _____ (minimum Two Million (**\$2,000,000.00 CAD**) Dollars) inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insureds;
 - Broad Form Property Damage;
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Professional Liability insurance in an amount not less than Two Million (**\$2,000,000.00 CAD**) Dollars on a claims-made basis, subject to an annual aggregate limit of Two Million (**\$2,000,000.00 CAD**) Dollars insuring the Contractor' liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.
- (c) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

- 20. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
- 21. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
- 22. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 23. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
- 24. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 25. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
- 26. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED) **Government of Prince Edward Island,**
in the presence of:) as represented by the Minister of
) ***[Insert Department name here]***
)
_____) _____

SIGNED, SEALED & DELIVERED) ***[Insert Contractor's name here]***
in the presence of:)
)
_____) _____
Authorized Signing Officer

SCHEDULE "A"

**TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
THE CONTRACTOR**

DATED THE ____ DAY OF _____, 20__

STATEMENT OF WORK

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

Please fill out the following form, naming one person to be the Proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number (if any):	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax (if any):	
Proponent Contact Email:	
HST / GST Registration Number (Leave blank if NOT applicable):	

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

B.3 Mandatory Forms

The Proponent encloses as part of the proposal the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	
Pricing Form (Appendix C)	

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The Proponent confirms that it has factored all of the provisions of

Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

The Proponent is deemed to have read and taken into account all addenda issued by the Province.

B.6 No Prohibited Conduct

The Proponent declares that it has not engaged in any conduct prohibited by this RFP.

B.7 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Province in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of the Province within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must set out below details of the actual or potential Conflict of Interest:

B.8 Proposal Irrevocable

The Proponent agrees that its proposal shall be irrevocable for a period of **Ninety (90)** days following the Submission Deadline.

B.9 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 EXECUTION OF AGREEMENT

The Proponent agrees that in the event its proposal is selected by the Province, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges

2. Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate

----- x Total available points = Score for second-lowest rate

Second-lowest rate

Lowest rate

----- x Total available points = Score for third-lowest rate

Third-lowest rate

And so on, for each proposal.

Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services.

Prepare a fixed price for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

C.1 Fixed Cost – Time and Materials for Initial Contract Period

Prepare the following table for inclusion in your proposal:

Cost Element	Cost (CDN)
Project Management	\$
QA costs	\$
Travel & Projected Expenses (C.3)	\$
Other Expenses (C.4)	\$
Total	\$

C.2 Other Expenses

Estimate any other project expenses that may be incurred, once the proposed personnel are onsite at the primary work location. These types of expenses will require **prior approval** from the client organization after the contract begins and must comply with Prince Edward Island Government standards. Provide relevant details to support your estimates. These are to be included in your estimated costs.

APPENDIX D – RFP PARTICULARS

D.1 THE DELIVERABLES

This RFP is being issued to procure one Delivery Agent to deliver the Instant Savings on Energy Efficient Products Program (“the Program”) throughout Prince Edward Island.

Prince Edward Island Corporation (“PEIEC”) and efficiencyPEI (“ePEI”) developed the 2022/23 – 2024/25 Electricity Efficiency & Conservation Plan (the “proposed EE&C Plan”) to provide energy and efficiency initiatives to the Prince Edward Island residents.

ePEI is seeking the services of an experienced third-party implementer to administer, manage and deliver the Instant Energy Savings Program (the “Program”). This Program is being launched to assist in providing instant rebates to residents of Prince Edward Island for purchasing select energy efficiency products.

Program Overview

The Instant Energy Savings Program (Program) will offer point-of-sale rebates for the purchase of energy-efficiency measures through participating retailers during spring and fall campaigns. The Program will also offer year-round rebates on selected measures that necessitate an immediate purchase, such as appliances.

Due to timing considerations, it is anticipated that some rebates may initially need to be offered via coupons, with the intent of offering point-of-sale rebates as soon as retailers’ systems can process them. In addition to offering rebates on energy-efficient measures, the successful Proponent will promote these measures in collaboration with retailers through marketing campaigns, in-store events, enhanced availability and visibility of measures in stores, and other promotional activities as proposed. Services are expected to follow a full turnkey approach.

Current measures of this Program are:

- Energy Star® LED light bulbs (including standard type A bulbs and specialty), recessed downlights, and fixtures;
- Refrigerators;
- Clothes washers;
- Water heaters;
- Power bars and smart power strips;
- Heavy duty timers;
- Additional appliance (i.e.: dehumidifiers)
- Smart thermostats; and
- Hot water saving measures (showerheads, faucet aerators, shower starts).

In addition to the above measures, prospective Proponents can suggest measures to be added to the Program, or leverage low-cost measures can be considered as promotional giveaway items during seasonal in-store events to create consumer engagement and increase visibility of program offerings.

The Program is expected to have a three-year energy savings target of 4.77 GWh during the 2022-2025 Electricity Efficiency and Conservation plan.

Estimated measure savings and incentives used to calculate this target are provided in the attached Electricity Efficiency and Conservation Plan for 2022-2025.

Objectives

The key objective of the Program is to provide instant rebates in-store on select energy efficiency products such as light bulbs, thermostats, and smart bars. The Program offers seasonal rebates to customers, in addition to year-round rebates for appliances and smart thermostats, which are applied at the cash register with no participant application required.

While the Government of Prince Edward Island may provide broad guidelines on Services and pricing approaches, it seeks creative solutions from prospective proponents. Prospective Proponents should clearly indicate all details about proposed solutions and highlight the added benefits that Prince Edward Island will receive as a result of an alternative approach.

The Government of Prince Edward Island has made every effort to provide accurate details of the implementation requirements of the Services and the Proponent selection process. However, the Proponent(s) may have to make certain assumptions to build the solution and pricing proposals in response to this RFP. Proponent(s) should ensure that all such assumptions are listed in their proposals. Services, mandatory requirements, and desirable provisions

Scope of work

Overview

The objective of the Instant Energy Savings program is to provide instant rebates in-store on select energy efficiency products such as light bulbs, thermostats, and smart power bars etc. The program offers seasonal rebates to customers, in addition to year-round rebates for appliances and smart thermostats, which are applied at the cash register with no application required.

ePEI is seeking a Proponent to help enhance and implement the program delivery to the residents of Prince Edward Island. In the completion of this project, the Proponent would concentrate on activities which would include, but may not be limited to the following:

- Additional measures to the Instant Energy Savings program to provide diversification beyond lighting;
- Approaching in-store rebates innovatively to shift the focus from LED lighting to other measures over time as more and more homes become equipped with LEDs;
- Concentration of the total electricity savings approach to reduce the administrative role for ePEI which includes responsibility for improved in-store promotional materials; and
- Improvements to the data tracking regarding product models and key metrics used in the evaluation process to be provided by the program delivery organization.

The Proponent would ideally have experience in:

- Design and implementation of energy efficiency programs;

- Modelling the effects of measures related to energy efficiency programs and evaluating impacts on the ending electricity load; and
- Customer communication and service on EE&C programs (i.e. in-store rebates).

The successful Proponent will be responsible for the following:

Program development and setup

- i. Participate in a kick-off meeting with the Project Team:
 - Should include presentation of a detailed work plan that addresses all pre-launch activities and set-up requirements in order to achieve the enhancements and implementation of the Instant Energy Savings program for specific energy savings.
- ii. Develop all program administration and implementation materials:
 - Data collection and tracking policies and systems;
 - Energy savings calculations and reporting sheets and/or database for each measure within the program;
 - Internal forms including, but not limited to, tracking sheets or database, internal process documents, quality assurance procedures, etc.;
 - Prepare and submit the reporting templates for bi-weekly and monthly reporting to ePEI for review;
 - Additional policies and procedures including, but not limited to, Health and Safety, customer service and complaint escalation procedures and resolution processes, etc.;
 - Prepare and submit to the Province for approval:
 - Satisfaction survey, and
 - Other forms as identified by the Proponent or required by the Province.
 - Developing and finalizing eligible measure list to be approved by ePEI.
 - The list will include minimum efficiency specifications, baseline measures to be replaced, and proposed incentive levels (with justification) for newly proposed measures not included in the currently proposed EE&C plan.
 - Set up rebate process and coupon process with justifications (i.e. efficiencies); and
 - Develop coupons or rebate forms for consumer use.
- iii. Develop partnerships with retailers for Program implementation:
 - Enroll retailers (both national and local independents) into the Instant Energy Savings program and ensure deep market coverage;
 - Ensure the Instant Energy Savings program is accessible to all regions of the province;
 - Prepare a contract, in collaboration with ePEI, to be signed by participating retailers and the Proponent. This Proponent should detail, at a minimum, the retailers' obligations regarding offering and promotion of energy-efficient measures, participation in program events, reporting to the Proponent, and cooperation with program evaluation and quality control activities;
 - Work with retailers and ePEI to confirm the eligibility of proposed measures and verification with Energy Star (if appropriate);

- Develop a detailed list (by SKU) of eligible measures and incentives, with associated rebates (justified) and deemed savings, to be approved by ePEI; and
 - Work with retailers to determine the best methods for sales data submission and verification (this could be coupons for some and electronic sales data for others).
- iv. Prepare and submit to ePEI for approval marketing and outreach communications plan that includes, but is not limited to:
- Marketing and communications outreach strategies and associated materials;
 - Workflows and timelines;
 - Required resources and how resources will be distributed;
 - Evaluation plan and metrics to evaluate the effectiveness of marketing and communications outreach strategies;
 - How the effectiveness of marketing and communications outreach strategies will be tracked, monitored, and adapted as needed;
 - How marketing and communications outreach results will be communicated internally and to the province;
 - Marketing and retailer/participant recruitment will be the responsibility of the successful Proponent; however, all marketing must be approved by the Province prior to being implemented to ensure alignment with Government of Prince Edward Island marketing standards; and
 - While the Proponent may be recognized for its role in delivering the Instant Energy Savings program, all messaging must clearly identify as an ePEI initiative.
- v. Set up contact operations (including operational requirements for potential Participants to understand the Program and apply for rebates):
- Developing website content (website hosting will be provided by the Province). All content must be approved by the Province;
 - Email address;
 - Program toll-free number; and
 - Others as required (must be identified).

Program delivery

- i Organize in-store events at select retailers in coordination with spring and fall campaigns. The purpose of these events/campaigns is to educate customers on the benefit of energy efficient measures and promote the specific measures being offered to increase participation in the Program;
- ii Seek opportunities to expand the measure list and the number of participating retailers;
- iii Manage the rebate process, including:
- verifying measure sales data and appropriate measure SKUs, and
 - making payments to customers (for coupon rebates) and retailers (for point-of-sale rebates).
- iv Process rebate applications;
- v Monitor prices to ensure no price hikes follow the introduction of rebates;
- vi Provide training and materials to participating retailers and staff;
- vii Organize and manage in-store engagement events; and

- viii Hire, train and manage Proponent representatives to educate consumers and promote energy-efficient measures during for in-store engagement events.

Communication and reporting

- i The Proponent will be required to provide update reports to ePEI monthly, including information on, but not limited to:
- Bi-weekly update reports leading up to the Program launch, including but not limited to, information on:
 - Overall summarization of the Project progress;
 - Services provided;
 - Remaining deliverables, progress and expected delivery on each; and
 - Issues and concerns affecting specific deliverables and the Project schedule or any other aspects of the Project.
 - Monthly update reports once the Program is launched, including, but not limited to, information on:
 - Retailer sales data including, but not limited to, measure data (overall and by zone), signage, cooperation and alignment with marketing guidelines, etc.
 - Rebates;
 - Costs (broken out by incentives and participant costs, as well as overall Program costs);
 - Energy savings (overall, by zone, and by retailer); and
 - GHG reductions (overall).
 - Reporting on any issues or customer/retailer complaints and the resolution as they arise; and
 - Reporting and supply of details as required, including for evaluation, verification, and quality assurance/quality control purposes.
- ii Manage communication between all parties associated with the Instant Energy Savings program, including, but not limited to, retailers, ePEI, third-party evaluators, etc.; and
- iii Receive and compile reports from retailers with model numbers (SKUs), wattage, retail prices, rebates, etc.

Marketing

Marketing will be the responsibility of the successful Proponent; however, all marketing efforts must be approved by ePEI prior to being implemented to ensure the marketing strategy is aligned with Prince Edward Island's marketing standards. All messaging must clearly identify the Instant Energy Savings program as an ePEI initiative available to the residents of Prince Edward Island.

After six (6) months of implementation, ePEI will review the Instant Energy Savings program energy savings results. If conclusions of this review show that the total savings target may not be met, the Proponent will be required to propose changes to its marketing strategies as well as to any other relevant matters, such as its application process.

Quality assurance and quality control

- i Ensure that energy efficient measures are available and visually prominent at retailers;
- ii Ensure the energy efficient measures are visually highlighting the specific energy savings (GWh savings) per measure;
- iii Maintain exceptional customer service;
- iv Conduct quality assurance activities and ensure retailer compliance, by means such as store visits, mystery shoppers, in-store participant surveys, etc.;
- v Conduct post-retrofit site visits for a representative sample of participants from the insulation rebates component;
- vi Resolve promptly any compliance issue and inform ePEI; and
- vii Advise third-party evaluators and/or ePEI, on an annual basis, of program improvement opportunities, including process improvements, expansion of measure list, and possibility to move some measures to midstream/upstream incentive options.

Data collection and tracking

Complete and accurate data collection is a critical component of the Services to ensure energy savings are accurately calculated, the data can be verified and appropriately evaluated, continual program improvement, and to inform future program offerings.

Proponents must provide solutions in relation to enhancing the collection and tracking process of data and include justification for it in their proposals.

Safety and occupational health and safety requirements

The safety of all participants, the Proponent, and their employees must be considered in all aspects of delivery of the work. The Proponent must ensure the health and safety of all employees conducting these services meet the standards set for Prince Edward Island.

Evaluation, measurement and verification

The Proponent will be required to participate in evaluation activities with any third-party evaluation and verification consultants. Activities may include, but are not limited to, site visits, process interviews, provision of documentation, etc.

Transition of program administration to the Corporation, including but not limited to:

- Program documentation;
- Tracking methodology/spreadsheets;
- Training for corporation staff if required by tracking methodology;
- Communications throughout handoff period;
- Rebate process;
- Program-specific knowledge transfer, such as analysis of measure uptake, program costs, changing market conditions, etc.; and
- Recommendations for revisions of the Program's eligible measures and incentives.

Summary

By conducting the above activities, the Proponent will work to achieve participant uptake over the course of the Instant Energy Savings program within the EE&C Plan to achieve total energy savings of 4.77 GWh across the province.

The Province does not guarantee these amounts will be available or that the Proponent will be paid for this amount of savings. They are presented for proposal planning and budgeting purposes only.

D.2 RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

D.4.1 Executive Summary

Provide a **1-2 page summary** of your technical response, highlighting the key features of your proposal. It should allow the evaluation team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.

D.4.2 Understanding of Service Requirements

Provide a 1-2 page summary of your understanding of the RFP requirements defined in this RFP. This content should be expressed in your own words and not simply recite the requirements as defined in this RFP.

D.4.3 Proposed Approach/Process and Project Plan

Describe the **approach and/or process** proposed to address the RFP requirements. Include any notable methodologies, tools and techniques, and their respective suitability to this project.

Also provide a **project plan** that reflects your proposed approach/process and demonstrates your ability to meet the milestones.

D.4.4 Demonstrated Expertise

Outline experience with comparable projects. Describe any similarities to or differences from this project.

D.4.5 Project References

Provide **three project references** for any work done by you in the past **three** years that is similar in nature to the requirements defined in this RFP. Select references that are similar to Government, and provide a contact name, along with his/her phone number, fax number and email address. The reference information provided should identify the size of the projects conducted for the reference as well as demonstrate the extent of your previous experience, the reference's overall satisfaction with your services and the results achieved, including your adherence to interim and final deadlines.

D.4.6 Proposed Project Manager, Resume and References

The successful Proponent is expected to provide all the necessary project management to complete the services proposed in response to this RFP. This is expected to include **xxx**.

Identify the **project manager** proposed for this project and describe his/her experience.

Include his/her **resume**. This should be structured to emphasize his/her relevant qualifications and project management experience in successfully managing projects of a similar size and scope to that required by this RFP.

The resume should include **at least two project references**, including:

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope, complexity, dates and duration of the project

D.4.7 Proposed Resources, Resumes and References

The Proponent should be able to demonstrate that its **proposed team as a whole** meets or exceeds the RFP requirements. Prepare the table below to identify **all** personnel who will be assigned to the project and contribute to (i) the **routine management** and/or (ii) the **performance** of the required services. As shown, provide each person's name, title, role on this project, experience in this role and his/her respective employment status.

Name	Title	Project Role	Role Experience (# months)	Employment Status (E = employee,
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				C = contractor, P = partner)

The Province encourages innovation and competition in the Proponent community through arrangements such as partnerships and consortiums. If sub-contractors or partners of a Proponent are permitted for this project, they must be identified in your table. If so, describe the general range of services that the respective contractors (companies or individuals) provided and how this benefits your company. If no contractors or partners are identified, this will be interpreted to mean that only a Proponent’s ‘own resources’ will be used.

Submit the individual **resumes** for each proposed resource. The resumes should be structured to emphasize their relevant qualifications and experience in successfully completed projects of a similar size and scope to that required by this RFP.

Each resume should include **at least two project references** where the proposed individual served in a similar role, including:

- Name of organization
- Name, title, telephone number and email of a contact for the organization
- Brief description of the scope, complexity, dates and duration of the project
- Role the proposed individual played in the referenced project

[D.4.8 Resource Management](#)

By virtue of responding to this RFP, the Proponent is committing to make the proposed resources available to this project when needed and, once the project begins, it agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

The Province acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the Proponent, or is otherwise unavailable to the Proponent at the time of the service requirement. In these cases, the Proponent agrees to provide **replacement resources with equivalent (or greater) experience and capability**, and the selection of the replacement resources will be subject to the approval of Government.

In the proposal, describe the process that would be used for including Government in the selection of replacement resources and for securing Government’s approval. Describe how changes in the project manager in particular would be handled, if this becomes necessary.

If new service requirements emerge during the project, Government will make every effort to provide the successful Proponent with as much advance notice as possible. Describe the process and typical timelines involved in making **additional resources** available to this project.

Describe the process that would be used to resolve a situation where Government concludes that an assigned resource from the Proponent is **not performing** their responsibilities adequately.

D.4.9 Management of Project Risk

Identify the potential risks that would be expected to emerge during this project.

Describe the respective impact(s) of these risks on the project itself and/or on any relevant business area(s) within Government, and assign a severity on a defined scale.

Outline risk mitigation strategies.

D.4.10 Added Value

'Added value' is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

Describe the aspect(s) of your proposal believed to result in notable added value for this project and/or Government as a whole.

D.4.11 Gender, Diversity & Inclusion

Proponents to describe their policies surrounding Gender, Diversity & Inclusion. Some examples would be hiring practices, employment accommodations, internal training, etc...

Outline how these policies have been implemented in past projects.

D.4.12 Sustainable Practices and Local Content

Describe the resources, approaches and/or processes in your proposal that include and promote sustainability, including waste management and detail the policies and practices. Some examples would be recycling, electronic filing and internal training, etc.

Outline how these initiatives have been implemented in past projects. Identify and detail what resources, material and staffing, included in your proposal that will be sourced locally to Prince Edward Island.

APPENDIX E – efficiencyPEI Customer Service Standards

Definitions - For the purposes of this Appendix, “Purchaser” refers to **efficiencyPEI**. “Partner(s)” shall refer to the successful proponent its employees, subcontractors, sub-suppliers, agents and representatives providing Services. “Customer” shall refer to participants of the Service, or possible participants.

1. COMMUNICATION & AVAILABILITY

- 1.1. Courtesy – All Partners shall be professional, courteous, knowledgeable, helpful, and diplomatic, and shall provide effective and appropriate service in all contacts with Customers.
- 1.2. Contact means – the Purchaser and its Partners shall provide a variety of means of communicating with Customers, including but not limited to: telephone (toll-free when possible), corporate e-mail, fax, mail, web, and in-person.
- 1.3. Response time
 - 1.3.1. Initial inquiries - Under normal operating conditions, all Partners shall respond to an initial phone/email/written/fax/social media enquiry within two business days of receipt. When an extended absence shall delay a personal response, an automated notification shall be used to communicate the absence, the expected response date, and an alternate contact during the absence.
 - 1.3.2. Follow-up inquiries – Under normal operating conditions, all Partners shall provide any requested follow-up to an initial enquiry within two business days. In the case where a situation requires additional investigation, the Partner shall provide the Customer with a date when they can expect a response. If additional time is required to reach a resolution, the Partner shall communicate this to the Customer and provide a new expected resolution date.

2. ON-SITE VISITS

- 2.1. Scheduling
 - 2.1.1. General scheduling - Partners providing on-site service for Customers shall be responsible for creating and maintaining their own schedule. When necessary for Customer satisfaction, the Purchaser may request the Partner provide a special scheduling arrangement with a Customer.
 - 2.1.2. Off-hour appointments - It is expected that most on-site appointments shall be made during regular business hours, or as specified in the contract, however, if necessary, evening and weekend appointments may be included in an on-site visit schedule, at the Partners discretion.
- 2.2. Appointment delays – All efforts shall be made to arrive on time for an appointment. If an unforeseen and unavoidable circumstance, such as inclement weather, illness or vehicle breakdown, will result in the Partner being late for an appointment, the Partner shall contact the Customer as soon as possible to inform them of the delay, and if necessary, reschedule to a more convenient time.
 - 2.2.1. Missed appointments - If the Customer is absent when the Partner arrives, the Partner shall contact the customer by phone, and leave a written note to notify the customer of

timely arrival and provide the Partner telephone number for the Customer to re-schedule the appointment.

3. PROBLEM RESOLUTION

3.1. Customer complaint procedure

- 3.1.1. The Purchaser shall establish written procedures for receiving, acting upon, and resolving complaints in relation to these Standards, and shall publicize such procedures on its website. These procedures shall describe a simple process by which any Customer may submit a complaint by telephone or in writing to the Purchaser regarding a disputed matter, or an alleged breach of any provision of these Standards or any terms or conditions of the Customer's contract or signed waiver with the Purchaser or its Partner, or reasonable business practices.
- 3.1.2. Within one business day of receiving a complaint, the Purchaser shall confirm receipt of the complaint with the Customer, communicate the next course of action and the next expected contact date.
- 3.1.3. All Partners involved in a complaint shall cooperate fully and promptly in the investigation by providing any documentation or other information requested during the investigation.
- 3.1.4. Within a reasonable period of time after completing the investigation, the Purchaser shall notify the Customer of the results of its investigation and its proposed resolution. The Purchaser shall also communicate with the Partner as to the findings of the investigation and when applicable, a plan to avoid a future similar concern.

- 3.2. Escalation procedure - Partners shall escalate unusual Customer issues that arise through daily activities. These issues may include, but are not limited to, references to: media, the Better Business Bureau, political intervention; and shall be brought to the attention of the appropriate Proponent's staff for further action.

4. SERVICES FOR CUSTOMERS WITH DISABILITIES

- 4.1. The Purchaser and its Partners shall make all efforts to ensure all Prince Edward Islanders have access to programs and services. Whenever possible, reasonable modifications to normal operating procedures shall be made to accommodate customers with disabilities.

5. GENDER, DIVERSITY AND INCLUSION (GDI) TRAINING

- 5.1. Partners will ensure that any employee or subcontractor involved with Customer communication, site visits, etc... have received GDI training as specified by Purchaser.

6. CUSTOMER PRIVACY

- 6.1. The Purchaser and its Partners respect the privacy of its participants and are committed to protecting the participants' privacy through responsible personal information management practices. The Purchaser and its Partners shall be subject to The Freedom of Information and Protection of Privacy Act R.S.P.E.I. 1988, Cap. F-15.01 ("FOIPP") which governs the collection, use and disclosure of personal information by the Province and its service providers.

7. VERIFICATION OF COMPLIANCE/QUALITY ASSURANCE

- 7.1. All Partners shall comply with these standards and the Quality Assurance standards as outlined in their contract (where applicable). In the case of a discrepancy between this document and the applicable Quality Assurance standards, the latter shall prevail.

8. OVERALL QUALITY OF SERVICE

- 8.1. Overall quality of Customer service is of the utmost importance to the Purchaser, and Partners may be evaluated on the Customer service they provide:
 - 8.1.1. In conjunction with any performance review; or,
 - 8.1.2. At any other time, in its sole discretion, based on the number or nature of complaints received by the Purchaser.

APPENDIX F – Partner Uniforms Terms and Conditions

Contracted partners are required to supply their staff with **efficiencyPEI** branded uniforms at their own cost and wear them while conducting services on behalf of **efficiencyPEI**.

‘Partner’ refers to ‘members of any organization contracted to deliver services on behalf of **efficiencyPEI** in a public-facing setting’. This includes all employees, agents and subcontractors of the Partner who visit participating homes and businesses in the province of Prince Edward Island. ‘Partner uniform’ refers to clothing designed to promote **efficiencyPEI’s** high standards and professional image.

These terms and conditions are not exhaustive in setting out acceptable and unacceptable standards of dress and appearance, and partners must use their judgment and common sense in deciding what is appropriate to wear when carrying out their duties and responsibilities. Partner clothing is not personal protective equipment (PPE).

Principles

Partners will be able to select uniforms that are comfortable, fit for purpose and responsive to people’s differences, from their own preferred clothing supplier(s).

Uniforms should be ethically manufactured, with preference given to Prince Edward Island manufacturers, consistent with the values of **efficiencyPEI**.

Uniforms should be responsive to people’s differences and requirements relating to their protected characteristics, e.g. age, gender, disability, race, religion and belief, sexual orientation, gender reassignment, and pregnancy.

Minimum Requirements

At a minimum, outward facing clothing must include an **efficiencyPEI** branded shirt or jacket. When wearing an **efficiencyPEI** jacket, an **efficiencyPEI** shirt is not required. If wearing an **efficiencyPEI** shirt, the logo must remain visible, and not be covered by a non-**efficiencyPEI** branded jacket.

Partner uniforms must only be worn when conducting work on behalf of **efficiencyPEI**. Partners completing work on behalf of other organizations should remove or cover the **efficiencyPEI**

partner logo with another article of clothing, when not performing work on behalf of **efficiencyPEI**.

Branding

Partner uniforms must adhere to **efficiencyPEI** brand guidelines. Items selected will match **efficiencyPEI** brand colors: Blue (Pantone PMS 300) and Green (Pantone PMS 335) and will be branded with the **efficiencyPEI** partner logo in one color (white).

Figure 1: Efficiency Brand Colors



Pantone PMS 300



Pantone PMS 335

Figure 2: Example Efficiency Partner Logo



The **efficiencyPEI** partner logo will be located on left chest of shirts/jackets with a front zip or buttons, or across the front of T-shirts and hats. The partner logo is subject to change and the above logo is provided as an example only.

Partner logos can also be added to the right sleeve or side/back of hats in one color (white).

efficiencyPEI partner logos will be provided and approved for use by emailing **efficiencyPEI** at efficiencypei@gov.pe.ca

Partners will be provided a supplemental document titled “Uniform Visual Guidelines for Partners” The purpose of this document is to provide our contracted partners with clear guidelines on how to use our logo when ordering partner uniforms. Partners can share this document with their supplier(s) to ensure consistency in the way the **efficiencyPEI** logo is applied to their partner clothing.

Uniform Care

Partners are responsible for ensuring they follow the correct care guidelines to maintain the appearance of their clothing. All costs associated with partner uniforms are the sole responsibility of partners including laundry costs, tailoring, etc.

Items with stains and tears, or that are faded or in general disrepair should be replaced with new items.

All garments unfit for use should be disposed of in a responsible manner, consistent with the values of **efficiencyPEI**. Garments from employees who leave the company should be reassigned to new employee(s) where reasonable.