

REQUEST FOR PROPOSALS FOR

Service Delivery Organizations: Direct Install Services for Winter Warming Program

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

Request for Proposal Number: PEIG-5990

Date Issued: October 28, 2022

Submission Deadline: November 18, 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”), through **efficiencyPEI**, to prospective Proponents to submit proposals for the provision of Direct Install of Energy Efficient Retrofits and Air Sealing Services **for the Winter Warming Program** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

This RFP is being issued in order to select a Service Organizations to deliver Direct Install services throughout the province of Prince Edward Island.

efficiencyPEI is endeavoring to achieve:

- accessibility of these services for all Prince Edward Islanders
- ability to meet Winter Warming Program annual energy savings targets

Proponents are to provide details on how their Organization proposes to deliver the Winter Warming (WW) service, as further outlined in this RFP document. Proponents are encouraged to consider and provide details on innovative and new approaches to ensure service levels / targets are met.

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.

efficiencyPEI is looking for a Service Organization(s) that has/have experience in providing the following services:

- Installing products/equipment in houses, apartments, etc. (i.e. for use in residential applications);
- Scheduling client appointments and providing excellent customer service;
- Hiring, managing, scheduling and dispatching installer crew/team members;
- Education on energy efficiency behaviours, products, etc. and the benefits of adopting energy saving behaviours, products, etc.;
- Sourcing products and managing/maintaining inventory of those products (e.g. energy efficient products);
- and
- Achieving energy savings

In their proposal submissions, Proponents are to demonstrate how their Organization will manage risks and add value, through the delivery of the WW service, as further outlined in this RFP.

1.2 RFP Contact

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

Andrew Henderson, ahenderson@gov.pe.ca, 902-620-3690

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 **two 1-year extensions** beyond the initial term, for an overall potential maximum of **3 years** in total.

Pricing will also be reviewed annually from contract execution date, exclusively for material costs by **efficiencyPEI** to reflect published inflation increase adjustments tied to the Consumer Price Index (CPI) and capped at 5%.

1.4 RFP Timetable

Issue Date of RFP	October 28, 2022
Deadline for Questions	November 4, 2022
Deadline for Issuing Addenda	November 10, 2022
Submission Deadline	November 18, 2022 at 2:00PM, Atlantic Time
Anticipated Execution of Agreement	December 18, 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	8 points	5 points
D.4.2 Understanding of Service Requirements	20 points	12 points

D.4.3 Proposed Approach/Process, Project Plan	10 points	6 points
D.4.4 Demonstrated Expertise	20 points	13 points
D.4.5 Project References	4 points	2 points
D.4.6 Proposed Project Manager, Resume and References	2 points	1 point
D.4.7 Proposed Resources Manager, Resume and References Experience and Qualifications	4 points	2 points
D.4.8 Resource Management	6 points	4 points
D.4.9 Management of Project Risk	2 points	1 point
D.4.10 Added Value	2 points	1 point
D.4.11 Gender, Diversity, & Inclusion	2 points	1 point
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.

Additions of Delivery Agents can apply for qualification and inclusion on the Winter Warming Direct Install Program at any time during the term of the Agreement provided there is sufficient Program activity to warrant their inclusion. The Delivery Agent will need to contact Procurement Services or **efficiencyPEI** contact listed in section 1.2 to obtain a copy of the RFP and instructions. The same terms and conditions, qualifications, requirements and evaluation processes set out in this RFP document will apply to any additional Delivery Agents. Delivery Agent will submit its response to **efficiencyPEI** for evaluation. If successful, the Delivery Agent is added as a provider of Direct Install Services for the Winter Warming Program. Regardless of the date a Delivery Agent is added, the Agreement will expire at the end of the contract term or end of extension period (if applicable).

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.

[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. This compliance is also to be read as agreement to adherence with the COVID-19 Mask Policy developed by the Chief Public Health Office to include work at client sites.

<https://psc.gpei.ca/sites/psc.gpei.ca/files/MaskProtocol19Nov2020.pdf>
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 submit monthly progress reports to **efficiencyPEI** to include, but not limited to program participation rates, upgrades deployed, expenditure tracking and implementation schedule information.

Additionally, Contractor must provide program data as the Government may direct, for annual review by an independent Evaluator as part of developing ongoing performance reporting as required by the Island Regulatory & Appeals Commission (IRAC).

Details required will be to assist guide the Evaluator's conclusions and recommendations related to program processes, implementation, cost-effectiveness, as well as electricity energy and peak demand savings.

- (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.

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 a 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;

- (a) 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. 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

- 19. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
- 20. 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.
- 21. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 22. 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.
- 23. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 24. 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.
- 25. 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.

Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel, carriage and storage 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.

Unitary pricing for Service and Materials & Equipment Costs are to be shown separately and indicated as a discrete line items and in the following Winter Warming Service & Product Price Table.

2. Evaluation of Pricing

Pricing is worth **20** points of the total submission 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

efficiencyPEI services are to be kept cost-effective. As **efficiencyPEI** programs and services are evaluated on both overall budget and unit cost (\$/kWh) that contribute to the success of programs.

Pricing for the contract is to be based on the combination of a Unitary Service Cost (to be wholly inclusive of all program delivery, administration and management costs, including a standard travel allowance per file) and applicable individual costs of retrofit upgrade items, equipment and materials costs to be itemized separately.

Pricing will also be reviewed annually from contract execution date, exclusively for material costs by **efficiencyPEI** to reflect published inflation increase adjustments tied to the Consumer Price Index (CPI) and capped at 5%.

Pricing Form

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

Service pricing calculations should consider a proponents capacity to deliver a minimum of 750 site visits annually, representing past indicative deployment of the materials & equipment by volume as identified in following Winter Warming Service & Product Price Table over the 2021/2022 fiscal year.

This deployment rate could increase to an annual total of approximately 3,000 site visits.

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)
Service Management, Scheduling and Implementation.	\$
Project Management - Report Preparation and Administrative Support	\$
Materials (expressed as total from WW Service & Product Price Table)	\$
Travel & Projected Expenses (C.3)	\$
Other Expenses (C.4)	\$
Total	\$

Schedule C.1 Winter Warming Service & Product Price Table

2021/2022 Indicative Service Volume	WW Direct Install Service	Unit Cost
750	Implementation of service as listed under D.1 The Deliverables	\$
2021/2022 Indicative Product Volume	Retrofit Equipment / Material Upgrade Specifications	Unit Cost
6229	ENERGY STAR® LED Bulbs (60W equiv., must provide 800 lumens and not exceed 11W), warm white (2700-2800k), A19 shape and size, must have 15,000 hour lifespan, must be dimmable.	\$
840	Clear siliconized latex caulking, 300mL tubes, must not have an expiration date prior to 12 months from bid date.	\$
480	Low expansion polyurethane spray foam (for windows & doors), 340 gram (12oz) cans, must be reusable, must not have an expiration date prior to 12 months from bid date.	\$
353	Programmable Thermostats, Honeywell brand, must be 5-1-1 programmable, must have setting for hot water baseboard heating.	\$
800	Closed-cell foam weatherstrip ¼"x 3/8" x 10' w/self-adhesive.	\$
600	Closed-cell foam weatherstrip 3/8"x 3/8" x 10' w/self-adhesive.	\$
500	Vinyl V-strip weather stripping, white, 22mm x 5.0m, self-adhesive. Must have application temperature -7degC or colder.	\$
250	Bulk Interior Shrink Wrap Insulating Window Film – size 80" X 25' with self-adhesive double sided tape.	\$
500	Low Flow Shower Heads, Chrome plated brass with shut-off valve. Must be WaterSense® labelled.	\$
10000	Child proof electrical outlet safety caps/plugs - (bulk packaging)	\$
3000	Foam Electrical Gaskets universal (must fit standard switch, outlet and decora styles).	\$
500	Tier 2 Advanced Power Strips, must have IR remote function, minimum 6 controllable outlets and 2 always-on outlets.	\$
500	3-piece Magnetic Door weatherstripping kit to fit standard steel door, must include corner seals, must be screw mounted.	\$
500	ENERGY STAR® LED Bulbs (40W equivalent), warm white (2700-2800k), B11 shape and E26 base, must be dimmable.	\$
500	ENERGY STAR® LED Bulbs (90W equivalent), warm white (2700-2800k), PAR38 shape and E26 base, must be dimmable	\$
200	2" closed cell foam insulation with a minimum R-value of R5 per inch in 4' x 8' sheets for attic hatch insulation application at R20.	\$
TOTAL	Retrofit Equipment / Material Upgrade Inventory Package Cost	\$

Proponents wishing to nominate additional associated products identified through previous experience, should list these items separately under Section D.4.10 Added Value for consideration by **efficiencyPEI**.

C.2 Per Diem Rates

Prepare the following table for inclusion in your proposal. Identify the names of all persons who will contribute to the routine management and/or the performance of the required services, and their per diem rate. Per Diem rates are based on a **seven and half-hour work day**, and do **not** include taxes.

Name	Per Diem Rate	% time assigned to the project
	\$	\$
	\$	\$
	\$	\$

C.3 Travel and Project Expenses

Estimate the travel and living expenses associated with any proposed personnel who will need to travel to and from the primary work location, in order to perform the required work during the contract. Provide relevant details to support your estimates. These are to be included in your estimated costs.

C.4 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 in order to select a Service Organization to deliver the Winter Warming (WW) direct install services throughout the Province of Prince Edward Island.

The **efficiencyPEI** Winter Warming Program is a free, direct install service for qualifying low-to-moderate-income clients that include air sealing and selected energy efficient retrofit upgrades.

efficiencyPEI is endeavoring to achieve:

- accessibility of these services for all Prince Edward Islanders
- ability to meet the WW program annual energy savings targets

Proponents are to provide details on how their Organization proposes to deliver the WW service, as further outlined in this RFP document. Proponents are encouraged to consider and provide details on innovative and new approaches for service delivery to ensure service targets are met.

D.1.1 Regions of Work

- The intent of this RFP is to select a Service Organization to provide service coverage across the Province of Prince Edward Island.

D.1.2 Winter Warming Overview

The WW service is broken down into 3 main components: consumer education on the energy efficiency imperative and **efficiencyPEI** programs; data capture on dwelling details to include information on heating system/s, fuel source and the identification of Primary and Secondary systems as well as details on windows and exterior doors.

Weather stripping product upgrades to be installed include electrical box gaskets and plug covers; magnetic weatherstripping, sweeps and bumpers for doors; v strip and foam tape for doors and windows and attic hatches; as well as caulking and expanding foam to seal exterior penetrations;

This is in addition to the installation of the following items as applicable and in accordance with allocation guidelines

Programmable thermostat (1 total);

LED bulbs (18 total);

Low flow showerhead (2 total);

Smart power bar (1 total);

Attic hatch insulation (per opening).

In addition to this, applicants receive one Heating System tune up voucher to the value of \$115 (including HST) redeemable to assist with cost of heat pump cleaning, furnace / boiler tuning or chimney cleaning services.

Site visits will typically take 2-3 hours, depending on scope of work identified, including presentation of a 15 - 30 min client consultation on the imperative of energy efficiency under the program banner of Efficiency Matters.

Program Initiation

The WW Service is initiated by different triggers across three **efficiencyPEI** programs but all with common delivery features. For the primary standalone WW service, applicants must first make a direct application to **efficiencyPEI** and meet the applicable eligibility requirement.

The other triggers are activated automatically under the Energy Efficient Equipment or Home Insulation Rebate Programs for low-income applicants; and as a component under the formerly known as Home Comfort Program and moving forward under the Free Low Income suite of programs to account for the potential increase of service delivery level to 3000, as referenced in Appendix C, Section 2.0 Pricing Form.

Program Initiation	Service Trigger	2021/2022 Deployments
Winter Warming Application	Proof of income and property information	164
Low Income Rebate	Automatic registration with successful Low-Income application	243
Former Home Comfort Program	Discrete program component	343

There are instances where these program platforms overlap and **efficiencyPEI** endeavours to capture potential duplicates as a first step prior to referring files to the service Organization, who will also be tasked with secondary oversight of these situations as payment will not be made on duplicate files.

D.1.3 Program Outcomes

efficiencyPEI has a number of desired outcomes for the **WW** service. These include but are not limited to the following:

- To reach or exceed annual energy savings targets at or under budget;
- To access and assist low-to-moderate-income Islanders
- To result in significant and permanent energy savings for Islanders;
- To overcome the following barriers:

- Lack of information – Direct consumer engagement can help identify and implement energy efficient opportunities and help educate the participant as this process happens.
- Insufficient Capital – Free services such as WW and financial incentives, offered through **efficiencyPEI** programs and services, to help offset the cost of implementing energy efficient technologies for eligible participants.
- To minimize free-ridership & maximize spillover:
 - A free-rider is defined as an individual who would have performed an action even in the absence of a service and/or incentive. Minimizing free-ridership can be accomplished through:
 - Providing timely and meaningful recommendations on energy efficiency upgrades/retrofits to the participant and ensuring eligibility criteria is met.
 - Maximizing spillover is attained through providing recommendations for energy saving measures/upgrades regardless of whether incentives are provided.
 - To educate and inform consumers to help them understand energy efficiency performance and the opportunities for energy saving upgrades;
- To increase **efficiencyPEI** brand awareness while growing and connecting the energy efficiency industry with community in Prince Edward Island.

D.1.4 General Requirements

The following general requirements must be met by all successful proponents of the WW service. The successful proponent must:

- Perform all WW site visits and work to standards established by **efficiencyPEI**, to at minimum meet or exceed WW program annual energy savings target/s for the projected 3 year term of the contract as follows:

<u>Year</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
Energy Savings (GWh)	0.49	0.52	0.55

- These targets are currently exclusive of Home Comfort program initiated demand and may be reviewed annually over the 3 year contract term at the sole discretion of **efficiencyPEI** to reflect potential expansion of participation with other government programs.
- Maintain and deploy sufficient stock of retrofit upgrade equipment and material for site visits;
- Function as the sole file manager. The successful proponent must maintain all participant records from a central location and provide to **efficiencyPEI** upon request;
- Follow brand guidelines for all WW promotional materials (i.e. in relation to the use of the **efficiencyPEI** name, brand, and logo). These guidelines include, but are not limited to:
 - Successful proponents must obtain **efficiencyPEI's** permission and approval of content before providing registrants with any additional materials, including their own business / organization promotional materials.

- Successful proponents must obtain **efficiencyPEI's** approval of the copy and design of any of its public electronic media, reports or corporate publications that describe or promote the WW service;
- Provide professional, courteous, and on-going customer service in accordance with **efficiencyPEI's** Customer Service Standards (minimum Customer Service Standards can be found in Appendix E);
- Work with **efficiencyPEI** to implement any service changes that are necessary to ensure successful service delivery and favourable independent evaluations. **efficiencyPEI's** third party evaluator provides **efficiencyPEI** with an annual evaluation report with related recommended changes and required changes;
- When visiting clients or performing services, have and display proper identification, approved by **efficiencyPEI**;
- When visiting homes, wear clothing branded with the **efficiencyPEI** partner logo, in accordance with the Partner Uniforms Terms and Conditions, an example of which has been provided in Appendix F, and may be updated at the discretion of **efficiencyPEI**.
- Transfer all documents containing private or personal information to **efficiencyPEI** using an electronic format determined by **efficiencyPEI**. The method of transferring personal information may be updated at any time by **efficiencyPEI** at its sole discretion. **D.1.5 Service Delivery Requirements**

Following are the expectations of the successful proponents ("Service Organization(s)") as it relates to the WW service. It is essential that partners provide a high-quality service to all clients and to **efficiencyPEI**. Service Organizations will be required to perform the following as it relates to delivering the WW service:

The Service Organization shall:

1. Receive notification of WW request referral from **efficiencyPEI** in the form of an email from designated **efficiencyPEI** administration staff.
2. Schedule site visits for participants that have been referred by **efficiencyPEI** to be completed within 15 days of receiving the referral. Appointments must not be confirmed until completion of the COVID-19 Health Screen Checklist – Appendix D.1.5.1 with the client prior.
3. Wear site specific clothing in accordance with the WW contract and wear identification card visibly displaying the photograph and name of the installer crew / team member, as initially provided by **efficiencyPEI** with replacements at cost to proponent
4. Conduct a walk-through site inspection of the home in consultation with the client to complete the data collection components of the Site Visit Worksheet and identify areas for retrofit upgrade. The Site Visit Worksheet – Appendix D.1.5.2 is to act as a checklist of items to address and is required to be completed in its entirety.
5. Undertake WW site service to complete the following; applicable air sealing of affected spaces and equipment retrofit upgrades as listed in Schedule C.1 WW Service and Product Price Table (Section C.1 Fixed Cost – Time and Materials for

- Initial Contract Period) in accordance in strict adherence to allocation and installation policies under the Retrofit Deployment Guidelines - Appendix D.1.5.3.
6. Communicate the energy efficiency imperative, behavior modification and other no-cost or low-cost options as well as other **efficiencyPEI** program opportunities with the customer. These opportunities are to be reviewed as part of the Efficiency Matters discussion and applicable brochure or web material referral for the client.
 7. Issue client with Home Heating Tune-Up / Cleaning voucher assigned to file with referenced voucher number and explain process for engaging participating contractors to redeem the service. Clients should be directed to the **efficiencyPEI** Network of Excellence for a list of businesses as a starting point for referral
 8. Submit monthly submissions of invoicing with accompanying WW service Site Visit Worksheets - Appendix D.1.5.2, including an excel format tabulation of measure deployment for **efficiencyPEI** data tracking and supporting documentation, as well as the mandatory COVID-19 Health Screen Checklist – Appendix D.1.5.1 to **efficiencyPEI**
 9. Coordinate with **efficiencyPEI** for the electronic transfer of any and all files including files containing private/personal information. **efficiencyPEI** may at any time update the method of transferring personal information may at its sole discretion.

Reporting

At the conclusion of the site visit, the installer crew / team member is to ensure that the Site Visit Worksheet is completed in order for data to be tabulated and incorporated in monthly status updates for issuance to **efficiencyPEI**, to accompany the monthly invoice.

After completing the site visit, the installer crew / team member must submit the following documentation to be included in the monthly submissions to **efficiencyPEI**:

- Completed Site Visit Worksheet
- Completed COVID-19 Health Screen Checklist

D.1.6 Quality Assurance Requirements

All Service Organizations will be required to adhere to any Quality Assurance (QA) protocols **efficiencyPEI** establishes within the WW service as applicable. These include, but are not limited to the following:

Referral and Scheduling

It is expected that the Service Organization will contact WW participants to schedule appointments within 15 business days of receipt of the referral from **efficiencyPEI**. During this period the Service Organization is expected to make attempted telephone contact on at least 3 separate occasions before reporting nil contact success to **efficiencyPEI** for follow-up.

Referrals will be issued by **efficiencyPEI** on a demand basis and the proponent is responsible for developing a file log and processing mechanism to administer an implement service delivery.

Upon contact, the Service Organization is required to ensure completion of the health screening checklist for clearance prior to confirming any scheduled appointment.

Exceptions to the timetable will be accepted on the basis of health screening constraints and or client request for a reasonable delay.

In the event of any response identifying a health concern, the Service Organization must inform the client that an appointment cannot be scheduled at this time and will reconfirm with the client no sooner than 14 days from the date of the initial call. This situation is to be logged and reported to **efficiencyPEI**.

Communication

Develop a script for Efficiency Matters material in consultation with **efficiencyPEI** to communicate and explain the energy efficiency imperative to client.

As part of their Efficiency Matters discussion with the participant, the installer crew/team member is responsible for:

- Explaining to the client the work and benefit of the retrofit upgrades being installed in their home.
- Educating the participant on other **efficiencyPEI** programs so that they know how to proceed once they determine what other energy efficient upgrades they may be interested pursuing, including advice on how to select upgrades that are cost effective and beneficial.
- Answering any other questions the participant may have regarding their service and or general energy efficiency issues.

At this point, the participant should have a better understanding of the potential energy efficient improvements at their home and what would benefit their house the most.

Clients should be directed to the **efficiencyPEI** Network of Excellence for a list of businesses as a starting point for referral.

Over Performance Compensation

An incentive structure will be negotiated at the time of contract execution with successful proponent, to address a bonus for exceeding energy targets as part of the program deliverables.

Quarterly updates on progress tied to base level target achievements are to be provided as part of the overall QA management reporting to **efficiencyPEI**.

Invoicing

Invoicing for completed works are to be issued to **efficiencyPEI** for processing on a monthly basis and are to include client name and file number reference details. Future **efficiencyPEI** initiatives may also call for additional descriptors.

Incomplete documentation of any single file in an invoice submission will result in entire invoice held back for processing, pending resolution of the deficiency.

Site Protocols

Aside from adherence to health guidelines and WW service implementation, all installer crew / team members involved in onsite delivery of the WW service are responsible for clean up and removal of all garbage associated with retrofit upgrade installation.

Work is to be completed in strict adherence to allocation and installation policies under the Retrofit Deployment Guidelines.

efficiencyPEI will reserve the right to alter any deployment policy (with 30 days notice) in consultation with Service Organization as needed.

In addition, Customer Service Standards are referenced in Appendix E will also apply.

Furthermore;

1. **efficiencyPEI** may perform QA audits on files submitted by the Service Provider. In general, QA audits are expected to be performed on 5% of all files submitted, at the sole discretion of **efficiencyPEI**. Files will be randomly selected for QA audits, but extra, or targeted files may be selected at the discretion of **efficiencyPEI**.
 - a. Coordinate with **efficiencyPEI** for the electronic transfer of any and all files containing private/personal information. **efficiencyPEI** may at any time update the method of transferring personal information at its sole discretion.
 - b. Any deficiencies identified by the QA audit will be brought to the attention of the Service Organization by **efficiencyPEI**. **efficiencyPEI** and the Service Organization will decide on the required actions needed to remedy the deficiencies and the length of time needed by the Service Organization to complete these actions. **efficiencyPEI** will follow up with the Service Organization to ensure the actions are completed within the specified time. If actions are not completed **efficiencyPEI** reserves the right to discontinue invoice processing for said Service Organization until the actions have been completed.

If QA audits reveal recurring deficiencies following corrective actions taken by the Service Provider, **efficiencyPEI** reserves the right to discontinue service fees for said Service Provider until QA audits demonstrate that identified deficiencies are no longer occurring.

D.2 Material Disclosures

D.2.1 General

For proponent reference, total eligible WW files for the 2021 / 2022 year was approximately 750.

Participation rates **may** increase substantially (eg 300+%) with potential expansion of WW Program services into other government programs and Proponents are requested to indicate their capacity to serve any increased delivery requirements resulting from complementary inclusion of proposed Free Low Income Programs, as referenced in Appendix C, Section 2.0 Pricing Form.

Proponents will agree to house and deploy remaining current **efficiencyPEI** upgrade retrofit and material inventory and track drawdown on invoices to reflect nil cost for these items until expended. An inhouse inventory stocktake, to be confirmed by successful bidder in consultation with **efficiencyPEI** is to be undertaken immediately prior to contract commencement and concurrent with deployment cessation.

Proponents are to be responsible for the removal of all qualifying replaced bulbs from site and safe disposal in accordance with any applicable environmental regulations pertaining to hazardous waste management, such as with any compact fluorescent (CFL) bulbs.

D.2.2. Public Health Considerations

Successful proponents to this RFP should also note that Service Providers will be required to adhere to public health guidelines, communicated by Chief Public Health Officer (CPHO) for all current and future public health scenarios, including, but not limited to the current COVID-19 vaccination advice and recommendations to ensure that:

- Until official notice from the Chief Public Health Office of restriction removals, all installer team / crew member's involved in onsite interaction with participant members of the public maintain current applicable testing and adhere to continued recommendations including, but not limited to, use of masking and health precaution guidance against COVID-19 from the CPHO.
- Furthermore, an attestation of compliance with the current COVID-19 vaccination recommendation will be required for all staff and subcontractors employed by Service Providers. **efficiencyPEI** also reserves the right to mandate current and future CPHO recommendations at its sole discretion as a condition of continued engagement for the contracting of services, which can be suspended for the duration of non-compliance.

In addition, successful proponents must confirm that they understand and agree to submit evidence of any registered current or future Operational Plan (OP) or similarly required document with the CPHO, referencing specific detail on activities as outlined under the deliverables and requirements of this RFP.

Successful proponents must also agree to submit a copy of this OP or similarly required document to **efficiencyPEI** as part of any current or future registration requirement by the CPHO prior to commencing and or continuing work as the successful bidder.

D.2.3 QA Management

Documentation including completed Site Visit Worksheets referenced as follows, are to be returned along with completed health screening checklist and results tabulated in an excel spreadsheet (.xls or compatible) in a format to be confirmed in line with **efficiencyPEI** reporting requirements.

The accompanying completed COVID-19 Health Screening Checklists - Appendix D.1.5.1 should also be submitted along the Site Visit Worksheets - Appendix D.1.5.2.

D.2.4 Compensation

Compensation will be based on unitary cost of service per site visit and applicable upgrade materials and equipment installed per visit.

As part of QA measures, **efficiencyPEI** will at its discretion, reserve the right to hold back processing of any invoice in its entirety, where one or more referenced file submissions are deemed to be deficient in performance of the stated deliverables, as outlined in D.2 Deliverables.

Furthermore, any secondary return visits are to be at proponent cost.

D.2.5 Marketing

Successful bidder will be required to prepare energy efficiency advocacy material in consultation with **efficiencyPEI** under the banner of Efficiency Matters. Guidance on development of this material will be provided by **efficiencyPEI** to confirm adherence with policy and program objectives. This information is to be reviewed with clients during site visits.

WW service details, including upgrade retrofits and eligibility requirements, are subject to change at **efficiencyPEI's** sole discretion. If such a change is to occur, the successful proponent(s) must ensure their website and any promotional materials reflect this change by the date the change is effective. The successful proponent(s) must also ensure that the changes are clearly identified to all potential participants once the change is effective.

D.3 Mandatory Technical Requirements

D.3.1 Credentials and Expertise

Proponent installer crew / team members involved in onsite delivery of the WW service are required to have demonstrable residential construction training or experience.

In addition, all installer crew / team members involved in onsite delivery of the WW service will be required to successfully complete the free online NAIMA Insulation and Air Sealing Training course. Evidence of that successful completion will also be required prior to commencement of the contract.

Proponent installer crew / team members may also over the course of the contract be required to be undertake additional training and or certification as required (and subsidized) by **efficiencyPEI**.

Existing evidence of the NAIMA course can submitted along with resumes of nominated installer crew / team members as part of this RFP response.

Details of this course can be found at the following link:

<https://www.naimacanada.ca/insulation-training/>

D.3.2 General

Proponent must confirm ability to source, stock and deploy **all** items as identified in following Winter Warming Service & Product Price Table – this table is also to be used to identify a proponent's unitary

equipment / material costs. These figures should indicate separate pricing to show site visit service cost and individual equipment material costs.

Indicative historical data is supplied to assist proponents with supply chain negotiations in developing their submission. This information can be found in the WW Service and Product Price Table (Section C.1 Fixed Cost – Time and Materials for Initial Contract Period).

Proponents are also required to confirm their ability to house any remaining **efficiencyPEI** inventory of equipment / material upon commencement of the contract. This includes agreement to priority deployment of that inventory and track drawdown on invoices to reflect nil cost for these items.

In addition to the technical requirements the following mandatory requirements must be met by all proponents to be considered for award. The successful proponent must:

- Ensure that all installer crew / team members are employed by or under contract with the proponent. If performance issues with an installer crew/team member arise, the proponent will be accountable for the Installer and must apply corrective actions as needed;
- Have and maintain commercial general liability insurance, not less than \$2 million per occurrence, where proof of such insurance must be submitted prior to execution of agreement with successful proponent;
- Have and maintain automobile liability insurance, for owned and non-owned vehicles, not less than \$2 million per occurrence, where proof of such insurance must be submitted prior to execution of agreement with successful proponent;
- Have and maintain professional liability insurance for any employees, subcontractors or agents in an amount not less than Five Hundred Thousand (\$500,000.00 CAD) Dollars on a claims made basis, where proof of such insurance must be submitted prior to execution of agreement with successful proponent;
- Have and maintain Prince Edward Island Worker's Compensation Board (WCB) coverage, where proof of such insurance must be submitted prior to execution of agreement with successful proponent;

D.4 Rated Criteria

The following is an overview of the categories 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, but not limited to the following program administration activities:

1. Resource planning and management
 - Develop and coordinate installer team/crew member orientation training and program process onboarding
2. QA management
 - Inventory control to ensure adequate supplies on hand to service participants
 - Manage records to capture oversight duplicates arising from multiple service triggers.
 - Scheduling of work to ensure appointments booked within **fifteen (15)** working days from receipt on **efficiencyPEI** file referral.
 - Ensure the implementation of all applicable Winter Warming measures at each client property as follows:
 - I. Proponents will be required to submit a documented plan for random client follow up auditing to identify service deficiencies and measure implementation gaps. Activities are

to be a combination of client feedback (email and or telephone survey and site inspections each month.

II. In addition, installer/team crew members are to be responsible for noting on worksheets the reasons for absence of measure retrofits, with which site photographs can be submitted as accompanying evidence.

III. Performance status and corrective action updates are to be included as part of monthly program reporting metrics to **efficiencyPEI**.

- Oversee and rectify any deficiencies where return visits are required.

3. Reporting

- Provide monthly status reports on delivery numbers and deployment statistics to identify trends or market saturation / transformation to **efficiencyPEI**
- Submit monthly invoicing submissions to **efficiencyPEI**
- Liaison with **efficiencyPEI** WW Program manager on any issues requiring attention

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

Resumes, including references, should not exceed 2 pages. Anything beyond 2 pages will not be evaluated. Resume format and layout should be consistent for all resources proposed.

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, 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.

Appendix D.1.5.1 – COVID-19 Health Screen Checklist

COVID-19 Screening for Winter warming Service

FV#: _____

Client Name: _____

Date: _____

Do you consent to having the Winter Warming program completed? Yes No
 If yes, ask who will be present during retrofit work and outline that social distancing will need to be practised (maintain 6 foot distancing)

Are you experiencing any symptoms of COVID -19 Including:

New or worsening cough	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Shortness of breath or difficulty breathing	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Fever	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Chills	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Sore throat	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Runny nose, sneezing, congestion	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Headache	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Muscle aches	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Unusual fatigue	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Acute loss of smell or taste	Yes <input type="checkbox"/>	No <input type="checkbox"/>

If yes to any retrofit work should be postponed and client informed to contact 811 for COVID-19 screening.

Are you required to self-isolate for any reason? Yes No
If yes retrofit work should be postponed until cleared from Isolation.

Have you traveled in the last 14 days? Yes No
If yes, client should be asked if they are an essential worker. Yes No
 If client is not an essential worker, retrofit work should be postponed and client informed they should be self isolating for 14 days.
 If client is an essential worker, client should be asked whether they are complying with CPHO guidelines for essential workers who have traveled. Yes No
If no, retrofit work should be postponed until cleared by CPHO.

Have you been in close contact with someone who has returned to Prince Edward Island from outside the province in the past 14 days and who has a fever, a new cough or cough that's getting worse? Yes No
 Close contact with someone means: Living with someone (who isn't able to properly and consistently socially distance)
 Providing care Having close lengthy contact
 Having close physical contact Having contact with bodily fluids
If yes to any retrofit work should be postponed and client informed to contact 811 for COVID-19 screening.

Appendix D.1.5.2 – Site Visit Worksheet

Winter Warming Contractor Home Visit Form



Freedom of Information and Protection of Privacy

Personal information on this form is collected under section 31(c) of the Freedom of Information and Protection of Privacy Act R.S.P.E.I. 1988, c. F-15.01, as it relates directly to and is necessary for the provision of programs and services operated by efficiencyPEI. This personal information may be shared with other public bodies under the FOIP Act sections 37 (1)(g) and 37(1)(g.1) when the disclosure is necessary for the delivery of common or integrated programs or services. If you have any questions about this collection of personal information, you may contact the Department of Environment, Energy and Climate Action, efficiencyPEI, 69 Belvedere Avenue, Suite 1-B01, Charlottetown, PE C1A 7N8, 902-620-3690.

WW EEE HIR HCP File#: _____ FV#: _____ Decline Code: _____
 PID: _____ Age of Home: _____ Contractor: _____ Date Issued: _____

Applicant Name: _____ Spouse/Partner: _____
 Civic Address: _____ City: _____
 Postal Code: _____ Telephone: _____

HEATING SYSTEM/s – Check all that apply and note Primary & Secondary heating source/s with P or S in checkbox.
Type ASHP GSHP Mini Split Forced Air Hot Water In-Floor Other: _____
Fuel (Air or Water for central systems) Oil Propane Electric Wood Pellet Other: _____
 Primary System Age _____ Time since last tune up _____ Pgm. Thermostat (1) Decline Code: 2 Install / Instruct

WINDOWS – Avg. Age: (_____ - _____)
 List # of each type on applicable line
 Vinyl _____ Wood _____ Other _____

Caulking	Decline Code <u>2</u>	Openings Sealed (#:)
Foam Strip	Decline Code <u>2</u>	Openings Sealed (#:)
Shrink Wrap	Decline Code <u>2</u>	Openings Sealed (#:)

DOORS – Avg. Age: (_____ - _____)
 List # of each type on applicable line
 Steel _____ Wood _____ Other _____

Weather Strip	Decline Code <u>2</u>	Openings Sealed (#:)
Door Sweep	Decline Code <u>2</u>	Installed (#:)
Door Bumper	Decline Code <u>2</u>	Installed (#:)

AIR SEALING

Caulking	Decline Code <u>2</u>	Ln ft Applied (#:)
Spray Foam	Decline Code <u>2</u>	Ln ft Applied(#:)
Electrical Box Gasket	Decline Code <u>2</u>	Installed (#:)
Electrical Outlet Cover	Decline Code <u>2</u>	Installed (#:)

LIGHTING
 Old bulbs to be retrofitted are to be removed from house and only replaced as per Allocation Policy

Standard A19 (18)	Decline Code <u>2</u>	Installed (#:)
Candelabra B11 (6)	Decline Code <u>2</u>	Installed (#:)
Pot Light PAR 30/38 (6)	Decline Code <u>2</u>	Installed (#: /)

OTHER
 * To include client signed waiver

Caulking	Decline Code <u>2</u>	Ln ft Applied (#:)
Attic Hatch Insul.	Decline Code <u>2</u>	Installed (#:)
LF Shower Head (2)	Decline Code <u>2</u>	Installed (#:)
HW Tank Wrap	Decline Code <u>2</u>	Installed (#:)
Smart Power Bar*(1)	Decline Code <u>2</u>	Install / Instruct (#:)

Decline Codes: **1** Existing. **2** Unnecessary or NA. **3** Out of stock product. **4** Client rejection of initiative. **5** Other – please notate.

Energy Efficiency Matters (discussion with homeowner on benefits and opportunities) HEALTH SCREEN

Time In: _____ AM/PM Time Out: _____ AM/PM Contractor Signature _____

Resident Signature: _____ Date: _____



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Appendix D.1.5.3 – Retrofit Deployment Guidelines

Prior to any site visit – Appointment scheduling is to be prefaced with completion of a COVID-19 Health Screening Checklist and all proponent installer crew / team members deployed on site must carry and utilise applicable PPE.

The Site Visit Worksheet and any supplementary information provided by **efficiencyPEI** is to be used as a checklist guide to identify scope of work for each home. The following installation guidelines are also to apply to retrofit upgrade equipment deployment in consultation with client as follows. It is suggested that this document is available for review with clients on site to substantiate policy.

NOTE: Rental suites/tenants must make their own program application in line with eligible criteria and are not covered in main dwelling occupant/owner application.

Total allocation of 30 LED bulbs distributed maximally as follows:

A19 LED Standard bulbs retrofit to a **maximum of 18***

B11 LED Candelabra bulbs retrofit to a **maximum of 6*** (equivalent of 1 x 6 socket chandelier fixtures)

PAR 30 / 38 LED Floodlight bulbs retrofit to a **maximum of 6***

** To be determined on basis of 'Time of Use of Criteria' [1 hr daily minimum usage threshold] and existing occupancy for permanent and or portable fixtures in the following applications for the main house only:*

General living, including finished basement space; Bedroom; Kitchen; Hallway / Stairwell; Accent lighting; Main bathroom; Exterior entry / security & Workshop space in garage / basement in compliance with 'Time of Use Criteria'.

NOT TO BE INSTALLED FOR FOLLOWING SPACES / APPLICATIONS:

Utility space eg closet; Unfinished basement; Garage – attached or separate; Exterior home illumination.

Only working incandescent and halogen bulbs are eligible for retrofit and CFL units will not be replaced. All exchanged units are to be accounted for and removed from property in line with program policy.

Other installation allocations are as follows:

2 Showerheads per household maximum is permitted

1 Programmable Thermostat, to include client instruction and importance of scheduling for efficiency

Attic Hatch rigid foam insulation as per opening

Electrical Outlet Gaskets as per opening with priority on exterior walls, which are to be identified as a component of the total to be referenced under the heading of Air Sealing on Site Visit Worksheet.

1 Smart Power Bar – must qualify in terms of requirement for minimum of **3** appliances to be connected

NOTE this device must NOT be installed by installer/ team crew member and allocation must be accompanied by waiver document and client signature referenced under the heading of Other on Site Visit Worksheet.

All discarded material and garbage must be removed from site by installer/ crew team member.

Forms must be completed and signed off by both contractor and homeowner/tenant to be incorporated and tabulated into monthly status reports and for invoicing purposes. This includes confirmation of the pre-requisite health screening and Efficiency Matters discussion with client.

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 break-down, 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.

2.3. Completion time

2.3.1. Standard Upgrade Retrofit - All Partners shall provide the Customer with an estimated completion time and complete upgrade retrofit within that time. If unforeseen developments require additional work time onsite, all Partners will communicate with the Customer to determine if it is possible to stay longer or if another appointment is required.

2.3.2. Upgrade Retrofits requiring a return visit – When a return visit is required, the Partner shall make all reasonable attempts to return as quickly as possible.

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 clients and are committed to protecting the clients' 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.