

**REQUEST FOR PROPOSALS**  
**FOR**  
**Eastern Kings Wind Project - Phase 2**  
**Wind Turbine Offload to Interim Storage /**  
**Inland Transport / Installation**

For the Prince Edward Island Energy Corporation

**Request for Proposal Number:**

**6284**

**Date Issued:**

**May 9, 2024**

**Submission Deadline:**

**May 30, 2024**

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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 Prince Edward Island Energy Corporation (“the “Corporation”) to prospective Proponents to submit proposals for the provision of services to the **Eastern Kings Wind Project Phase 2 – Wind Turbine Inland Transport / Installation** as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

#### **The services required include three tasks:**

- Receive seven Enercon E138 wind turbines, from ship delivery in Georgetown, PE. Transport to interim storage facilities and store for subsequent transport to site.
- Transport seven turbines, in a manner compliant with requirements, to the project site in Elmira, PE, to optimize the installation sequence and
- Install the wind turbines in conformance with the wind turbine manufacturer’s installation manuals and documented procedures, to comply with the manufacturer’s Final Completion documentation.

The PEI Energy Corporation, a Crown Corporation of the Province of Prince Edward Island, develops and promotes the development of energy systems and the generation, production, transmission and distribution of energy in all its forms on an economic and efficient basis, to provide financial assistance for the development, installation and use of energy systems, and to coordinate all government programs in the establishment and application of energy systems in the Province.

### **1.2 RFP Contact**

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

**Spencer Long, P.Eng.**  
**Engineering Project Manager**  
**PEI Energy Corporation**  
**e-mail: srlong@gov.pe.ca**

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Corporation, 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 Corporation for the provisions of the Project Deliverables. The form of the agreement shall be the latest edition of the Canadian Construction Documents Committee (CCDC - 2) format - Stipulated Price Contract agreement (the “Agreement”) as further described in Appendix A – Form of Agreement. The term of the contract is expected to carry from the beginning of Task 1 to the completion of Task 3 as described further in Appendix D.

## 1.4 RFP Timetable

Issue Date of RFP	May 9 <sup>th</sup> 2024
Deadline for Questions	May 20 <sup>th</sup> 2024
Deadline for Issuing Addenda	May 24 <sup>th</sup> 2024
Submission Deadline	May 30 <sup>th</sup> 2024 2:00 PM Atlantic Time
Anticipated Execution of Agreement	August 1 <sup>st</sup> 2024

The RFP timetable is tentative only, and may be changed by the Corporation 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](mailto: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 Corporation 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 Corporation's time clock at [procurementservices@gov.pe.ca](mailto: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](mailto: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](mailto: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.

**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](mailto: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 Corporation is under no obligation to return withdrawn proposals.

**1.5.6 Proposals Irrevocable after Submission Deadline**

Proposals shall be irrevocable for a period of **Sixty (60)** days from the Submission Deadline.

[End of Part 1]

## PART 2 – EVALUATION OF PROPOSALS

### 2.1 Stages of Evaluation

The Corporation 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.

#### 2.2.4 Other Mandatory Submission Requirements

Each proposal must demonstrate prior expertise and competence in projects with similar deliverables described in the **RFP Particulars (Appendix D)**.

### 2.3 Stage II – Evaluation

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

#### 2.3.1 Mandatory Technical Requirements

The Corporation 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 Corporation 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 Corporation 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.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
D.4.1 Executive Summary	<b>2</b>	1
D.4.2 Understanding of Service Requirements	<b>4</b>	3
D.4.3 Proposed Approach/Process, Project Plan	<b>5</b>	3
D.4.4 Demonstrated Expertise	<b>8</b>	6
D.4.5 Project References	<b>8</b>	6
D.4.6 Proposed Project Manager, Resume and References	<b>8</b>	5
D.4.7 Proposed Resources Manager, Resume and References Experience and Qualifications	<b>8</b>	5
D.4.8 Resource Management	<b>4</b>	3
D.4.9 Management of Project Risk	<b>8</b>	6
D.4.10 Added Value	<b>10</b>	6
<b>Subtotal A</b>	<b>65</b>	<b>44</b>
Stage III Pricing – (Appendix C – Submission Pricing Form)	<b>35</b>	
<b>Total Points</b>	<b>100</b>	

#### **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 Corporation, 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 Corporation 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 Corporation 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 Corporation.

#### **3.1.7 Information in RFP Only an Estimate**

The Corporation 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 Corporation**

The Corporation 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 Corporation 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 Corporation 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 Corporation.

## **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 Corporation is under no obligation to provide additional information, and the Corporation 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 Corporation 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 Corporation, 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 Corporation and will be deemed to have read all posted addenda.

### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.3.4 Verify and Clarify**

During the evaluation process, the Corporation 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 Corporation 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 Corporation 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 (30) days of notice of selection.

### **3.4.2 Bid Bond/Failure to Enter into Agreement**

Bid Bond is further described in **Appendix A – Form of Agreement**.

### **3.4.3 Notification of Outcome of Procurement Process**

Once an agreement is executed by the Corporation 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 Corporation may disqualify a Proponent for any conduct, situation or circumstance, determined by the Corporation, 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 Corporation may disqualify a Proponent, or terminate an agreement entered into if the Corporation, 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 Corporation, and then only in coordination with the Corporation.

### **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 Corporation; 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 Corporation 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 Corporation, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Corporation'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 Corporation 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 Corporation**

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

- (a) is the sole property of the Corporation 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 Corporation; and
- (d) must be returned by the Proponent to the Corporation immediately upon request of the Corporation.

### **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 Corporation. The confidentiality of such information will be maintained by the Corporation, 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 Corporation 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 Corporation 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 Corporation**

The Corporation 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 Corporation 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 Corporation and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Corporation 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 Corporation has at law.

### **3.7.2 Limitation of Liability**

By submitting a proposal, each Proponent agrees that:

- (a) neither the Corporation 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 Corporation's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

### **3.7.3 Governing Law and Interpretation**

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

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

### **3.8 Participation of Eligible Public Sector Entities**

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

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

- (a) Any agreement the successful Proponent enters into with an eligible public sector entity shall be on the same terms and conditions, including pricing and expiry date, contained in the agreement it enters into for the same goods and/or services with the Corporation under this RFP.
- (b) The Proponent and the other entity acknowledge and agree that the Corporation will not have any contractual or financial obligation or any other liability to either the Proponent or the other entity for any matter arising under the agreement or through the provision of goods and services specified

in this RFP and, without limiting the foregoing, the Proponent and other entity acknowledge and agree that:

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

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

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT

### A1 Form of Agreement – CCDC-2 Stipulated Price Contract

The selected Proponent will be required to enter into an agreement with the Corporation for the provisions of the Project Deliverables. The form of the agreement shall be the latest edition of the Canadian Construction Documents Committee (CCDC - 2) format Stipulated Price Contract agreement (the “Agreement”).

### A2 BID AND CONTRACT SECURITY

#### A2.1 BID & CONTRACT SECURITY

Each Tender submitted shall be accompanied by the following security using standard CCDC forms:

- 1) General Contract Tender more than Three Million (\$3,000,000.00) Dollars, including mechanical and electrical subcontract values:

A Bid Bond equal to at least ten percent (10%) of the Tender amount and a Letter of Surety from a bonding company guaranteeing to supply a Performance Bond in the amount of fifty percent (50%) of the total contract amount and a Labour and Material Payment Bond in the amount of fifty percent (50%) of the total contract amount.

- 2) All Bonds and Letter of Surety, provided by General Contractors, made payable to the Corporation.
- 3) Bonds and Letters of Surety supplied by the General Contractor to the Owner shall be from a recognized surety company, satisfactory to, and approved by the Owner.

### A3 Insurance Requirements

The Corporation will be utilizing an owner-controlled insurance program with the following language to be used as a part of the CCDC-2 contract terms and conditions:

#### CCDC – 2 General Conditions “GC”

**Section GC 11.1 INSURANCE: Delete and replace with the following:**

##### GC 11.1 INSURANCE

11.1.1 Without restricting the generality of GC 12 – INDEMNIFICATION, WAIVER OF CLAIMS AND WARRANTY, or the responsibility of the *Contractor* under the *Contract*, insurance coverage will be arranged and paid for as follows:

##### 11.1.2 PROJECT- SPECIFIC INSURANCE

###### .1 Owner Procured Insurance Coverage

The *Owner* shall purchase and maintain the following types of insurance policies issued by insurance companies licensed to carry on business in Canada:

## **.1 “All Risks” Builders’ Risk and Boiler & Machinery Insurance Coverage**

This policy shall cover all risks of direct physical loss or damage to the *Project*, including the perils of earthquake and flood, subject to customary exclusions. It shall cover all property forming part of the *Project*, including goods and materials to be incorporated in the *Project* while at the *Project* site or while in off-site storage. It shall not provide coverage for contractors’ equipment other than scaffolding, formwork, fences, shoring, hoarding, falsework, tarpaulins and temporary buildings in connection with the construction operations.

It shall be written in the joint names of the *Owner, Contractor, Subcontractors* of all tier and the *Consultant* engaged on the *Project*, and exclude any such entities whose only function is to supply and/or transport materials, machinery or supplies to the *Project* site and who do not perform any installation or construction work at the *Project* site.

It shall provide for a limit of coverage not less than the estimated final completed value of the *Project*, with a specified sub-limit for property in off-site storage and specified sub-limit for transit risk. It may also contain other sub-limits usual to this type of insurance. It shall contain a waiver of the Insurer’s subrogation rights against all Insureds and their officers, employees, servants, and agents, with the exception of architects, engineers, manufacturers and consultants for their errors or omissions in professional services. Furthermore, it shall provide that, in the event of loss or damage, payment shall be made to the *Owner* as their respective interests may appear and as trustees for the benefit of any and all Insureds.

Each claim under this insurance policy shall be subject to a maximum deductible of \$500,000 except for earthquake, flood, water damage, DE5/LEG 3, and other extensions of cover as notified by the *Owner*, which shall be subject to higher maximum deductibles.

This policy shall be maintained continuously from commencement of the *Work* until the date of *Ready-for-Takeover*. Terms and conditions are for this anticipated period at project award and any extensions to this period will be subject to change based on market conditions.

## **.2 Wrap-Up Liability Policy**

This policy shall cover the risks of liability for bodily injury, including death and property damage arising from activities at the *Project* site, subject to customary exclusions. It shall be written in the joint names of the *Owner, Contractor, Subcontractors* of all tier and *Consultant* engaged on the *Project*, excluding any such entities whose only function is to supply and/or transport materials, machinery or supplies to the *Project* site and who do not perform any installation or construction work at the *Project* site. It shall provide for a limit of liability not less than \$10,000,000 per occurrence for bodily injury, death, and damage to property including loss of use thereof, and a deductible of not more than \$50,000 per occurrence except for Products and Completed Operations Liability which may be subject to a higher deductible.

This policy shall include the following coverage features:

- a. Premises and Operations Liability;
- b. Owners’ and Contractors’ Protective Liability;
- c. Products and Completed Operations Liability (Aggregate Limit);
- d. Blanket Contractual Liability;
- e. Cross Liability and Severability of Interests Clause;
- f. Contingent Employer’s Liability;
- g. Personal Injury Liability;



- h. "Occurrence" basis coverage for Bodily Injury and Property Damage;
- i. "Broad Form" Property Damage coverage, including "Broad Form" Completed Operations coverage;
- j. "Broad Form" Loss of Use of Property coverage;
- k. Coverage for shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work, grading, tunnelling, and all work below ground surface;
- l. Non-Owned Automobile Liability insurance, including third party liability arising from use and operation of hired vehicles.
- m. Sudden and Accidental limited pollution coverage – IBC 2313 Form 240 hour detection and reporting.

This insurance shall be maintained continuously from commencement of the *Work* until the date of *Ready-for-Takeover*. The Products-Completed Operations Hazard coverage shall be for not less than 36 Months after the date of *Ready-for-Takeover*. Terms and conditions are for this anticipated period at project award and any extensions to this period will be subject to change based on market conditions.

### **.3 Project Specific Contractors Pollution Liability ("CPL")**

This policy shall cover claims for bodily injury, property damage, clean-up costs and related legal defence expenses for pollution conditions that result from, or are disrupted by, the services rendered in performance at the *Project* site by or on behalf of the *Owner* or its *Contractor & Subcontractors*. This policy shall have limits of not less than \$2,000,000 per occurrence and in the aggregate, and a deductible of not more than \$50,000 per occurrence. Coverage shall include extensions for transported cargo and off-site disposal. This insurance shall be maintained continuously from commencement of the *Work* until the date of *Ready-for-Takeover*. The Completed Operations Hazard coverage shall be for not less than XX Months after the date of *Ready-for-Takeover*. Terms and conditions are for this anticipated period at project award and any extensions to this period will be subject to change based on market conditions.

### **.4 Marine Cargo and Charterer's Liability Insurance**

If any property forming part of the *Project*, including goods and materials to be incorporated into the *Project*, is required to be transported by vessels as ocean marine cargo, appropriate Ocean Marine Cargo insurance must be purchased to cover such cargo for full replacement value, including transits and storage where applicable. At the discretion of the *Owner* Delay-In Start-Up coverage may be requested.

In addition, if an entire vessel is chartered for shipping equipment then Charterer's Liability insurance must be purchased in amounts sufficient to protect and indemnify the *Owner* for all liability arising out of the chartering of such vessel.

This insurance must be purchased and maintained for the duration of such operations by the party responsible for such operations.

## **.2 Evidence of Project-Specific Policies to be provided**

The *Owner* shall promptly provide a Certificate of Insurance to any Insured Party upon request as evidence of the project-specific policies procured by the *Owner*.

## **.3 Supplementary Insurance**

The *Owner* does not represent that the project-specific insurance policies described in this Article 11.1.2.1 will be sufficient to protect the *Contractor* or any other Insured Parties against all of their responsibilities under this contract. The *Contractor* and any other Insured Parties may obtain such additional insurance as they may consider necessary at their own expense.

#### **.4 Administration and Co-operation**

The *Contractor* shall co-operate, and cause each *Subcontractor* of any tier to co-operate with the *Owner* and the *Consultant* in the administration of the project-specific insurance policies described in this Article 11.1.2.1, including promptly notifying the *Owner* of any claim or event or circumstance that may result in a claim. The *Contractor* will comply, and cause each *Subcontractor* of any tier to comply, with reasonable written procedures issued by the *Owner* from time to time relative to the administration of the insurance program for the *Project*.

#### **.5 Project-Specific Insurance Premiums to be excluded from Contracts and Sub-Contracts**

In consideration of the fact that the *Owner* shall provide and pay for the project-specific insurance policies described in this Article 11.1.2.1, the *Contractor* shall confirm and require all *Subcontractors* to confirm that their *Contract Price* do not include any allowance for insurance premiums, whether payable by the *Contractor* or *Subcontractors*, in respect of risks covered by such insurance policies provided by the *Owner*, and declare the amounts of insurance premiums which have been deducted from their *Contract Price* in respect of such insurance policies normally purchased and maintained by them.

For greater clarity, such premium deductions should be made for the following types of insurance normally carried by the *Contractor* and *Subcontractors*:

- (a) Commercial General Liability insurance covering all operations (except for the cost of off-site liability, difference in conditions, difference in limits and completed operations coverage after the expiry of the coverage under the Wrap-Up Liability policy);
- (b) Builder's Risk insurance and/or Installation Floater insurance covering all projects on a blanket basis or on a project-specific basis;
- (c) Contractor's Pollution Liability insurance covering all operations (except for the cost of off-site, difference in conditions, difference in limits and completed operations coverage after the expiry of the coverage under the Project Specific Contractor's Pollution Liability policy);

#### **11.1.3 OTHER INSURANCE**

##### **.1 Contractor Insurance**

The *Contractor* shall purchase and maintain the following types of insurance policies issued by insurance companies licensed to carry on business in Canada. The *Contractor* shall also require such insurance to be purchased and maintained, as applicable, by all *Subcontractors* engaged on the *Project* as described in this Article 11.1.3.

Unless specified otherwise, the duration of each such insurance policy shall be from the date of commencement of the *Work* until the *Project* has been finally accepted by the *Owner*.

##### **.1 Automobile Insurance**

This insurance shall cover all licensed vehicles owned or leased for period in excess of 30 days by the *Contractor*. It shall provide for third party liability limits not less than \$5,000,000 inclusive for bodily injury and property damage plus statutory accident benefits.

##### **.2 Contractors' Equipment Insurance**

This policy shall cover all tools and equipment used at the project site by, or on behalf of, the *Contractor* against all risks of direct physical loss or damage, including the perils of earthquake and flood, subject to customary exclusions. This insurance shall be maintained continuously from commencement of the *Work* until all construction, erection, installation and testing has been

completed and the *Project* has been finally accepted. The settlement shall be on a replacement cost basis for equipment newer than 5 years old, and actual cash value for equipment older than 5 years.

All such Contractors' Equipment Insurance policies shall contain a waiver of subrogation against the *Owner*, *Contractor*, and *Consultants* engaged on the *Project*, and shall provide for 30 days prior written notice of cancellation or material change to be given by the insurers to the *Owner*.

### **.3 Commercial General Liability Insurance**

This policy shall cover the risks of liability for bodily injury and property damage arising from the operations and activities on and away from the *Project* site by the *Contractor* and shall include coverage for those whom it is legally liable for. This policy shall be subject to limits of liability not less than \$10,000,000 per occurrence and a deductible of not more than \$25,000 per occurrence. It shall include all of the coverage features listed in items (a) to (m) of Article 11.1.2.1.2 of this contract in addition to coverage for difference in conditions and difference in limits in relation to the insurance coverage described in Article 11.1.2.1.2

This insurance shall be maintained continuously from commencement of the *Work* until all construction, erection, installation and testing has been completed and the *Project* has been finally accepted by the *Owner*.

The Products-Completed Operations Hazard coverage shall cover the risks of liability for bodily injury and property damage arising from the operations, activities and *Work* performed on and away from the *Project* site and shall be maintained for 72 months after the *Project* has been finally accepted by the *Owner*.

This insurance shall be secondary, with regards to operations and activities on the *Project* site, to the insurance described in Article 11.1.2.1.2 of this *Contract Document* for the time that such Wrap-Up Liability insurance is maintained, upon which this insurance shall become primary. This insurance shall be primary with regards to operations and activities away from the *Project* site.

### **.4 Errors and Omissions**

If applicable, the Contractor shall be responsible for any errors, omissions, or deficiencies in the work performed under this contract. The Contractor shall promptly correct any such errors, omissions, or deficiencies at no additional cost to the *Owner* for an amount not less than \$2,000,000 on a claims-made basis.

The Contractor shall indemnify and hold harmless the *Owner*, its officers, agents, and employees from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorney fees, arising out of or related to any errors, omissions, or deficiencies in the Contractor's work, except to the extent caused by the negligent acts or omissions of the *Owner*. The Contractor's liability for errors, omissions, or deficiencies shall survive the completion and acceptance of the work and the termination or expiration of this contract.

The Contractor shall maintain errors and omissions insurance coverage throughout the duration of the contract in an amount sufficient to cover its potential liabilities under this provision.

### **.5 Motor Truck Cargo Insurance Requirement**

All contractors submitting proposals for transportation services under this RFP must provide proof of adequate motor truck cargo insurance coverage. The insurance policy must cover the

full value of the cargo being transported and provide comprehensive coverage for loss, damage, or theft during transit. The insurance policy must name [Your Organization] as an additional insured party.

Contractors shall maintain continuous motor truck cargo insurance coverage throughout the duration of the contract and provide evidence of insurance renewal as required. Failure to maintain adequate insurance coverage may result in contract termination.

Contractors are responsible for ensuring that their subcontractors, if any, also maintain appropriate motor truck cargo insurance coverage and comply with all insurance requirements outlined in this RFP.

## **.2 Additional Insurance**

The *Contractor* shall purchase and maintain any additional insurance which it is required to carry by law or which it considers necessary to cover risks not otherwise covered by insurance specified in this section. The *Contractor* shall also purchase and maintain, and cause each *Subcontractor* of any tier to purchase and maintain, such other insurance, or amendments to the foregoing policies, as the *Owner* may reasonably require and direct.

## **.3 Acceptable Insurers and Policy Terms and Conditions**

All insurance policies described in this Article 11.1.3.1 to be maintained by the *Contractor* and *Subcontractor* of any tier shall be issued by insurance companies licensed to carry on business in Canada and reasonably acceptable to the *Owner*. Such policies shall contain terms, conditions, exclusions, limits and deductibles reasonably acceptable to the *Owner*.

## **.4 Evidence of Insurance to be Provided**

Prior to commencement of the *Work* and upon the placement, renewal, amendment or extension of all or any part of the insurance policies described in this Article 11.1.3.1, the *Contractor* shall promptly provide the *Owner* with certificates of insurance and, if requested by the *Owner*, true copies of the of the policies certified by an authorized representative of the insurers including all amending endorsements applicable to this contract.

## **.5 Failure to Purchase or Maintain Insurance**

If the *Contractor* fails to provide evidence that insurance policies described in this Article 11.1.3.1 have been purchased or maintained, then the *Owner* shall have the right to purchase and maintain such insurance and the cost thereof shall be paid by the *Contractor* to the *Owner* on demand or the *Owner* may deduct the cost thereof from the amount which is due or may become due to the *Contractor*.

## **.6 Notice of Cancellation**

Each policy of insurance described in this Article 11.1.3.1 that is maintained by the *Contractor* and *Subcontractors* shall provide that 30 days' prior written notice be given to the *Owner* before any policy is suspended, materially detrimentally altered or cancelled.

## **.7 Additional Insured**

Each policy of insurance described in this Article 11.1.3.1 that is maintained by the *Contractor* and *Subcontractors* (other than 11.1.3.1.1 Automobile Insurance and 11.1.3.1.2 Contractors' Equipment

Insurance) shall name the *Owner* and the *Consultant* as additional insureds and/or loss payees as applicable and as their interests may appear.

**.8 Waiver of Subrogation**

In addition to Article 11.1.3.1.2, to the extent available, all other policies (other than 11.1.3.1.1 Automobile Insurance) listed in Article 11.1.3.1 shall contain a waiver of subrogation rights which the insurers may have against the *Owner* whether the damage is caused by the act, omission or negligence of any of such persons.

**.9 Notification of Other Claim**

In the event that a claim is made on another project that could jeopardize the coverage available for the *Project*, the *Contractor* shall provide prompt notice of such claim to the *Owner*.

**11.1.4 Preservation of Insurance Coverage**

The *Contractor* will not do or omit to do, or authorize or permit a *Subcontractor* to do or omit to do, anything that would prejudice, or result in loss of coverage under any policy of insurance required to be placed or maintained by the *Owner*, *Contractor*, or any *Subcontractor of any tier*.

**11.1.5 Waiver of Rights regarding property damage**

The *Contractor* hereby waives all rights of recourse against the *Owner* in respect of loss or damage to the *Contractor's* owned, leased or hired property. The *Contractor* shall also include a provision in its contracts requiring all *Subcontractors* to waive all rights of recourse against the *Owner* in respect of loss or damage to the owned, leased or hired property of the *Contractor* and *Subcontractor*.

**11.1.6 Deductibles**

The *Contractor* shall be responsible for paying any deductible amounts under the policies of insurance maintained by or on the behalf of the *Contractor* or the *Owner*.

**11.1.7 Contractor's Liability**

The provisions of this Article 11.1 do not diminish, limit or otherwise affect the liability of the *Contractor* to the *Owner*, under or in relation to, any other provisions of the *Contract*.

**A4 Contract Deviations and Supplementary Conditions**

It is understood that the Proponent is better qualified to list exclusions than the Corporation is to list inclusions. The Contractor shall therefore provide its legal deviations (comments or deviations from the proposed Contract form) and any technical deviations in a table format shown below:

<b>Item No.</b>	<b>Section in Contract</b>	<b>Comments/Reasons for Change</b>

## 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, Corporation/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 Submission 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
Technical Proposal & Form of the Agreement (Appendix A)	
Submission Form (Appendix B)	
Financial Proposal (Appendix C) – Excel format	

**B.4 Pricing – Proponents should compile Pricing Submission Form into a spreadsheet format further described in Appendix C and is to be submitted out as a part of mandatory forms.**

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Submission 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 Corporation.

**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 Corporation 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 Corporation 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 Corporation to the advisers retained by the Corporation 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 Corporation, it will finalize and execute the Agreement in the form set out in **Appendix A** to this RFP in accordance with the terms of this RFP.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the Proponent.

## APPENDIX C – SUBMISSION PRICING FORM

### 1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Instructions to Proponents on Pricing submission format (excel) is further described below.

### 2. Evaluation of Pricing

Pricing is worth 35/100 points of the total score.

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

Lowest rate

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

Second-lowest rate

Lowest rate

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

Third-lowest rate

And so on, for each proposal.

### Pricing Form

Bidders should propose a financial spreadsheet model that clearly defines how they propose to be compensated for all of the required services. The proposal will include a detailed table summarizing the estimated costs. A sample table summarized from a spreadsheet is shown below, as a proxy for Task 1. While resources, equipment, quantities and tasks are inaccurate, the format indicates the level of detail the proposal is seeking. A similarly structured table should be provided for Task 2 and Task 3.

For each task, the Proponent is asked to provide detailed cost estimates, in tabular form, with itemized summary of the resources required for each task (equipment, labor, travel, materials and supplies), with unit rates (by unit or by hour, by mob/demob, etc.) and estimated quantities. This data can be used to provide a cost estimate for each task. In addition to the estimated cost, for each task, a contingency cost, applied to the task total, will be used as an estimated value of increased costs if unexpected circumstances arise. The estimated cost, plus the contingency, will form the task cost for pricing purposes.

The successful bidder will offer the most attractive combination of capability and opportunity for minimizing cost. The corporation is prepared to engage in contract discussion, on a time and material basis with cost/benefit sharing between the two parties. Finding innovative ways to minimize project

costs is encouraged and the Corporation is prepared to assume some of the project uncertainty to achieve that. The objective is to ensure the selected contractor is fairly compensated for their effort and rewarded for innovative strategies to reduce cost without expecting them to cover all contingencies that may arise.

A sample table summarized from a spreadsheet is shown below, as a proxy for Task 1. While the contents of the table are inaccurate, the format indicates the level of detail the proposal is seeking. A similarly structured table should be provided for Task 2 and Task 3.

EKWP 2 Project - Inland Transport / Install Proposal							
Task 1 Delivery Ship to Laydown							
Cost Estimate Summary							
Task	Sub-Task	Resource	Description	Units	Unit Rate	Quantity	Estimated Cost
1	1.1	Transport Equipment	Mobilize	1	\$ 100,000	1	\$ 100,000
1	1.2	Transport #1	Full Schnabel	2	\$ 150	100	\$ 15,000
1	1.3	Transport #2	Half f Schnabel	1	\$ 150	100	\$ 15,000
1	1.4	Transport #3	Blade Truck	2	\$ 150	100	\$ 15,000
1	1.5	Transport #4	Flat Bed	3	\$ 125	100	\$ 12,500
1	1.6	Crane #1	100 ton RT	1	\$ 400	100	\$ 40,000
1	1.7	Crane #2	200 ton Truck	1	\$ 500	100	\$ 50,000
1	1.8	Telehandler	10000 #	1	\$ 50	100	\$ 5,000
1	1.9	Rigger	Offload Yard	3	\$ 50	100	\$ 5,000
1	1.10	Lead Rigger	Offload Yard	1	\$ 55	100	\$ 5,500
1	1.11	Foreman	Offload Yard	1	\$ 60	100	\$ 6,000
1	1.12	Subcontract	Joe's Stevedoring	1	\$ 30,000	1	\$ 30,000
1	1.13	Dunnage / M&S	Laydown area material	1	\$ 10,000	1	\$ 10,000
1	1.14	Travel & Living	Daily living Costs	16	\$ 500	10	\$ 5,000
1	1.15	Transport Equipment	De-Mobilize	1	\$ 100,000	1	\$ 100,000
1	1.16	Permits & Escorts	Subcontract	1	\$ 50,000	1	\$ 50,000
1	1.17	Other Expenses	Summarize	1	\$ 25,000	1	\$ 25,000
					<b>Total Estimated Cost</b>		<b>\$ 489,000</b>
					<b>Contingency</b>		<b>\$ 70,000</b>
					<b>Total Task Cost</b>		<b>\$ 559,000</b>

### C.1 Equipment Cost

Provide a table of expected equipment to be used in the project with a description of their role in the project and their associated costs. Costs should include mobilization, demobilization, hourly rates during regular works hours, overtime hours and idle time (high wind). Describe the terms of regular time and overtime.

Equipment costs should be reflected in the Detailed Task Cost Summary Table.

### C.2 Labor Costs

Provide a table of all expected labor, riggers, ironworkers, electricians, foremen, etc., to be used in the project with a description of their role in the project and their associated costs. Costs should include mobilization, demobilization, hourly rates during regular work hours, overtime hours and travel and living. Describe the terms of regular time and overtime.

### **C.3 Travel and Project Expenses**

Provide a table of any additional expenses incurred with an estimate of their total costs and a contingency.

### **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.

### **C.5 Project Risk Sharing – CCDC-2 Cash Allowance**

Proponents can also propose risk sharing with the Corporation for the Project Tasks using a CCDC Cash Allowance adjustment. Proponents should clearly state in their pricing submission forms what tasks (or subtasks) are proposed to cost and risk share with the Corporation. Any proposed Cash Allowances should also be noted in **Appendix A – Form of Agreement (Contract Deviations and Supplementary Conditions)**.

## APPENDIX D – RFP PARTICULARS

### D.1 Project Description

Phase 2 of the Eastern Kings Wind Project is being constructed by the Prince Edward Island Energy Corporation, a Crown Corporation of the Province of Prince Edward Island. The project will be installed in eastern PEI south of the 30-MW Phase 1 project installed in 2006.

The Project is located on the northeastern tip of the Province of PEI between Elmira and East Point, Kings County (Figure 1). It is within the Rural Municipality of Eastern Kings, approximately 20 kilometres east of the Town of Souris.

The Project consists of seven (7), Enercon E-138 EP3 E2 108m ST wind turbines, each rated at 4.2 MW for a total nameplate production of 29.4 MW. Typical ancillary components for a wind plant, including access roads, overhead electrical collector lines (connecting to an existing substation) and foundations will be installed.

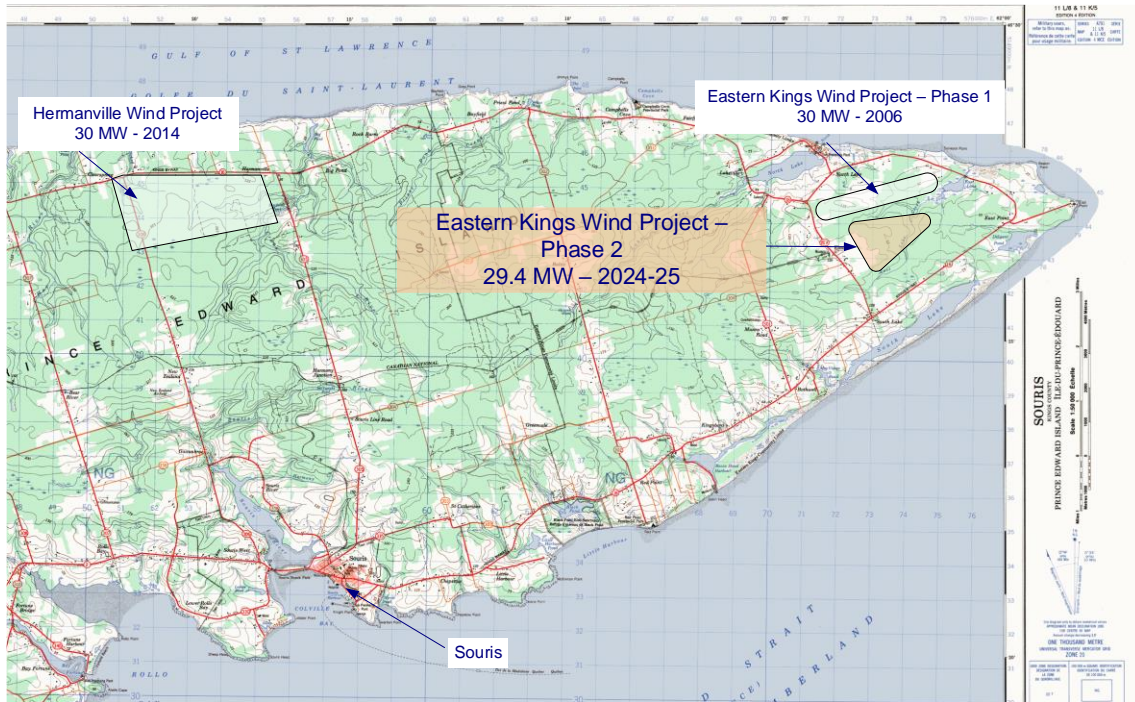
The turbine's transformer, in the tower base, provides 34.5 kV using underground cables from each wind turbine to a pole 50 – 75 meters from the base of the tower. Each turbine connects to the 34.5 kV collector, on one of two circuits to interconnect to the substation of the existing Eastern Kings Wind Plant. The existing substation transforms the incoming 34.5 kV voltage to 138 kV connected to Maritime Electric's transmission system. The substation, built in 2006, will be upgraded to accommodate the larger capacity.

Roads will be constructed to transport the turbine components, and the equipment to install them, through the site. Approximately 6,000 meters of road will be constructed. Roads will be, nominally 6 meters wide with long radius turns to allow the large equipment to navigate safely. The road will be constructed with, locally available, select borrow and topped with imported Granular 'A' gravel.

Road construction and the construction of the electrical collector system will commence in May 2024 and conclude in July 2024. Wind turbines and their components will be delivered through the port of Georgetown, where they will be temporarily stored. Components will then be transported to site in a manner to support turbine installation. Delivery of the turbines will be in May 2025 with construction to follow immediately. The wind plant will be operational in October 2025.

Project Schedule is summarized in Table 1

## PEI Energy Corporation - Eastern PEI Wind Plants



**Figure 1**

<b>Project Schedule</b>	
<b>Activity</b>	<b>Target Completion Date</b>
Road Construction	Calendar Week 38 2024 (240726)
Foundation Construction	CW48 2024 ((241129)
Crane Pad Construction	CW48 2024 (241129)
WEC Delivery to Port	Starting CW 23 2025 (250602) Completed CW 25 2025 (250616)
WEC Delivery to Site	Starting CW 26 2025 (250623) Completed CW 29 2025 (250714)
WEC Installation	Start CW 27 2025 (250630) Complete CW40 2025 (251002)
Collector Systems and Substation Construction	CW 4 2025 (250124)
Start of WEC Commissioning	CW 38 2025 (250915)
Taking-Over Certificate	CW 44 2025 (251030)
Table 1	

## D.2 Deliverables

The deliverables consist of three tasks, which are described in more detail below.

1. Off-loading wind turbine components from ship. Transport to interim storage.
2. Transport from interim storage to site.
3. Install wind turbines.

### **1) Off-loading wind turbine components from ship. Transport to interim storage.**

The turbines will be delivered to the port of Georgetown in shipments of 3-4 'rigged' ships (equipped with offload cranes), each carrying different components. Shipping details will be provided as soon as transportation details are made available.

**Due to confidentiality – Proponents are required to contact RFP Contact by email for access to Turbine dimensions and weights for the components associated with the delivery and installation of the 7 x E138-4.2 wind turbines.**

The components will be transported to a local interim storage within approximately 1,500 meters of the port. Some local property will require temporary excavation and repair, completed by others.

Contractor will provide off-loading equipment for the interim storage and any required dunnage for the offloaded equipment.

All activities related to unloading, transport and storage will conform with Enercon's instructions. All necessary documentation to conform to Enercon's instructions will be completed by the contractors.

### **2) Transport from interim storage to site.**

In collaboration with the wind turbine installer, each of the components will be loaded and transported to the site.

Transport company will be responsible for all permits and expenses related to transport.

A draft traffic study, prepared in 2020, is attached as Appendix E. Note the map in the transport study differs slightly from Figure 2, below due to uncertainty over bridge upgrade schedules in Bridgetown. This traffic study will need to be reconfirmed, before contract signing, at the Corporation's expense.

All activities related to the transport to site will conform with Enercon's instructions. All necessary documentation to conform to Enercon's instructions will be completed by the contractor.

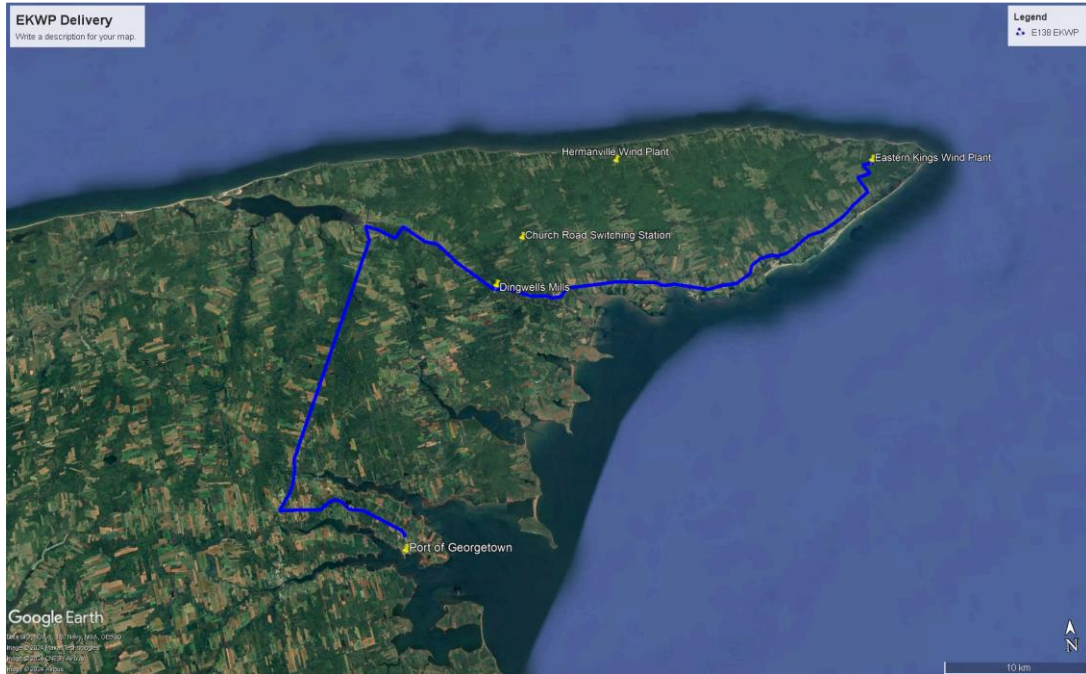


Figure 2

### 3) Install wind turbines.

The installation of the seven wind turbines will be carried out in summer months of 2025. Familiarity with the assembly and installation of Enercon E138 will be highly beneficial.

Following delivery of the Turbine Equipment to the site, the Contractor is responsible for any further transport, handling, warehousing, erection and installation of any WEC in conformity with the Installation Manual, all Applicable Laws and Good Engineering and Operating Practices. The Contractor shall provide all supervision, labour, materials, and equipment which are required for the installation of the WECs.

A key element of the project deployment will be the managing of resources during the transition from transport to interim storage and transport to site in a manner that maintains high productivity for all project participants. The successful proponent will need to manage crane and transport equipment to optimize the construction workflow.

The layout of the seven turbines is shown in Figure 3. There are two access roads, 6 meters wide. The west access road connects to the Elmira Road and accesses five turbines, E1, E2, E3, E6 and E7. Lift crane travel between these turbines is expected to be possible. The east access road connects to the East Point Road to access two turbines, E4 and E5. A full demob will be required to move from one access road to the other.

The roads will be completed prior to the turbine delivery. The engineering drawings for the roads are attached as Appendix E. Note the laydown areas. Changes to the crane pads and laydown areas are possible if contractors feel a slight modification might enhance the project installation efficiency.



The foundations will be installed prior to the turbine delivery. The IFT foundation drawings are attached as Appendix G. The base tower uses a Tee-Flange connection to the foundation. Foundation anchor bolts will be covered once the foundations are completed but grout troughs may require cleaning by contractor.

All activities related to the turbine installation will conform with Enercon's instructions. All necessary documentation to conform to Enercon's instructions will be completed by the contractor. Work must be completed sufficiently to enable to assume responsibility to commission the turbines.

All structural and electrical connections to E-Mods in the tower base will be completed to Enercon's requirements. Connections to the 34.5 kV transformer side of Enercon's transformer will be by others.

Connections for internal Enercon SCADA terminations will be completed by contractor. Connection to site fibre system will be by others. Installation of Enercon SCADA will be by others.

All work acceptance documents required by Enercon, will be the responsibility of the contractor.

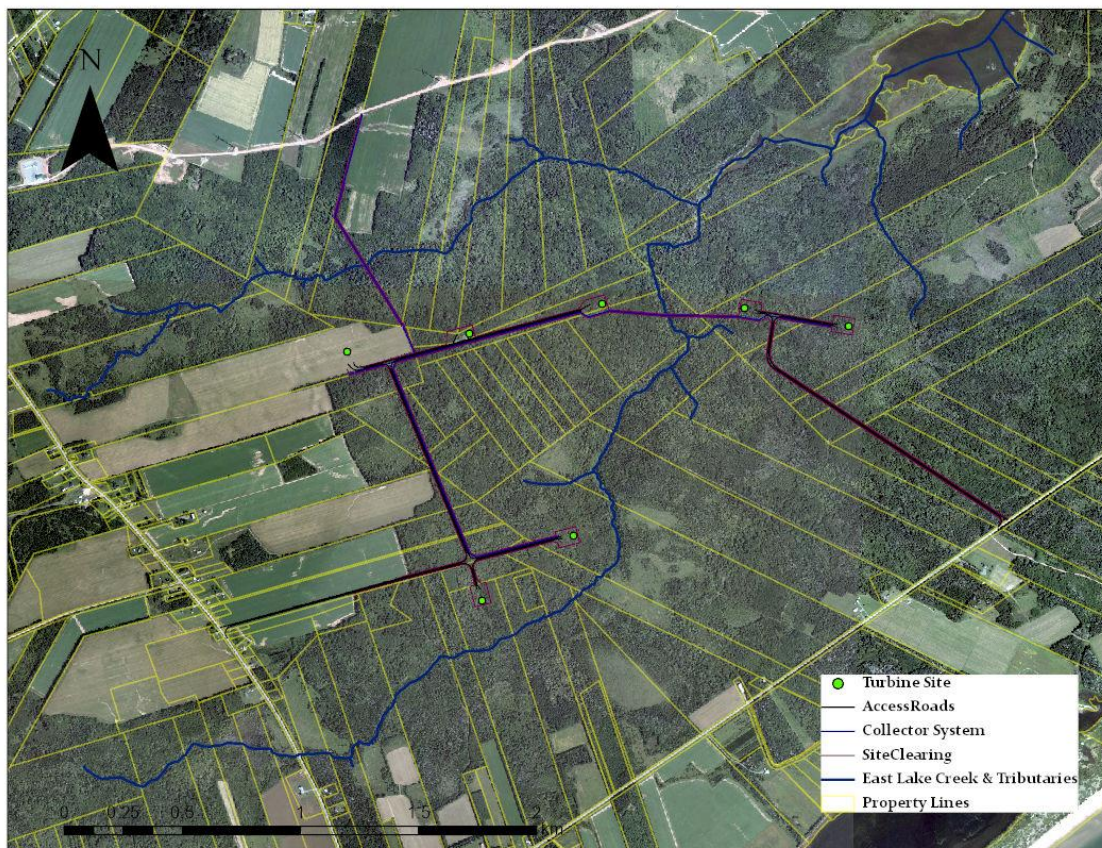


Figure 3

Coordinates for the turbines are summarized in Table 2.

<b>Turbine Designation</b>	<b>UTM Zone 20</b>	
	<b>Easting</b>	<b>Northing</b>
<b>E1</b>	572895	5143987
<b>E2</b>	573410	5144075
<b>E3</b>	573969	5144214
<b>E4</b>	574571	5144208
<b>E5</b>	575015	5144142
<b>E6</b>	573486	5142950
<b>E7</b>	573866	5143231

Note: UTM Zone 20, in NAD 83 datum

### **D.3 Material Disclosures**

The project will be managed in compliance with Health and Safety regulations. The construction site will be equipped with a central work area with work trailers, electrified and equipped with office furniture. Toilet facilities will be provided in the assembly area as well as on each site.

Proponents are requested to identify what they typically require for on-site facilities and the Corporation will attempt to comply.

Eastern Kings is a rural area, with the nearest town Souris 20 kilometers to the west. Construction is planned for summer months and proponents need to consider the challenge of housing.

### **D.4 Mandatory Technical Requirements**

This RFP is intended for contractors with recent experience in the installation of utility sized wind turbines. Experience with the selected turbine model and prior satisfactory experience with Enercon turbines, will be an advantage.

### **D.5 Rated Criteria**

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

#### D.5.1 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. Describe the unique challenges of the project as your group understands them.

#### 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.

A copy of the proponent's Health and Safety Manual should be provided with the proposal. A description of a typical daily work schedule outlining construction management routines and safety practices control practices will be described.

#### D.4.4 Demonstrated Expertise

Outline experience with comparable projects. Describe any similarities to or differences between this project and other projects.

We are seeking a construction partner who can efficiently and economically complete the work. Prior experience in constructing small wind projects is essential and prior experience on the selected technology is an advantage.

#### D.4.5 Project References

Provide **three project references** for any work done by you in the past five years that is similar in nature to the requirements defined in this RFP. Select references that are similar to this project, 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 will retain a lead project manager who is expected to provide all the necessary project management to complete the services proposed in response to this RFP. This is expected to include:

- Selection and management of transport partner.
- Selection and management of craneage partner.
- Selection and management of installation partner.

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

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

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

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

D.4.7 Proposed Resources, Resumes and References

The Proponent should be able to demonstrate that its **proposed team, as a whole**, meets or exceeds the RFP requirements. Prepare the table below to identify **all key companies and personnel** who will be assigned to the project and contribute to the **management and 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	Company	Project Role / Experience	Employment Status (E = employee, C = contractor, P = partner)

The Corporation 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 Corporation 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 the Corporation.

In the proposal, describe the process that would be used for including the Corporation in the selection of replacement resources and for securing the Corporation'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, the Corporation 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 the Corporation 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 the Corporation 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 the Corporation as a whole.

APPENDIX E – PRELIMINARY TRANSPORT ROUTE SURVEY – *AVAILABLE UPON REQUEST*

APPENDIX F – ROAD LAYOUT - *AVAILABLE UPON REQUEST*

APPENDIX G – DRAFT FOUNDATION DRAWING - *AVAILABLE UPON REQUEST*

APPENDIX H – TURBINE TECHNICAL DOCUMENTS - *AVAILABLE UPON REQUEST*

- Turbine Components – Weights and Dimensions
- Enercon Installation Manual
- Reporting Documents
- Enercon Tool List
- Backshipping Instructions
- Typical Site Wind Speed – Hub Height 2019 Data

Note: Appendix E, F, G, H will be available from a shared folder on request to RFP Contact. The Corporation reserves the right to authorize access to shared data.