

**REQUEST FOR PROPOSALS
FOR Engineering, Procurement and
Construction of a long duration Energy
Storage System (ESS)**

For the PEI Energy Corporation

Request for Proposal Number:

005-SPM

Date Issued:

20 November 2020

Submission Deadline:

18 January 2021

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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 PEI Energy Corporation (the “Corporation”) to prospective proponents to submit proposals for a turnkey project including the supply and installation of an innovative long duration Energy Storage System (ESS) in the development of the Slemon Park Microgrid Project as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Objective of this RFP is to receive and review proposals from qualified proponents to perform all professional services necessary for the supply and installation of a long duration energy storage system. The ESS will be DC connected to a 10MW Solar PV Facility for the purpose of minimizing curtailment and maximizing the system output at times when the solar generation is low. Proponents are also encouraged to submit proposals for the Operations and Maintenance of the ESS, to be executed as a separate contract agreement with the Corporation. The facility is expected to reach commercial operations by Q4 2021.

The Prince Edward Island Energy Corporation is a provincial Crown corporation under the auspices of the Minister responsible for the energy portfolio. With a form and function dictated under statute, the Corporation’s stated objectives are to “...develop and promote 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 ...”.

1.2 RFP Contact

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

Spencer Long, P.Eng.,
PEI Energy Corporation
PO Box 2000
3rd Floor Sullivan Building
16 Fitzroy Street
Charlottetown, PE C1A 7N8
Email: 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 - 14) format Design-Build Stipulated Price Contract agreement (the “Agreement”) as further described in Appendix A – Form of Agreement.

In addition to the Design-Build contract governing the engineering, procurement and construction of the long duration Energy Storage System (ESS), Proponents are encouraged to submit proposals for the Operation and Maintenance of the Facility for a two year term starting at Substantial Completion, further described in Appendix D. The Corporation shall reserve the right to enter into an agreement for the Operational and Maintenance contract agreements independent of the Design-Build Stipulated Price Contract and has no obligation to award both to the same parties.

1.4 RFP Timetable

Issue Date of RFP	20 November 2020
Deadline for Questions	18 December 2020
Deadline for Issuing Addenda	23 December 2020
Submission Deadline	January 18th, 2021 2:00pm Atlantic Time
Anticipated Execution of Agreement	February 18 th 2021

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

Due to the challenges and logistics around Covid-19, a site visit will not be provided prior to the submission deadline. Proponents shall base their proposals on the information provided within the RFP. The Corporation may coordinate a site visit with select Proponent(s) following its review of submissions.

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES CONTACT - E-MAIL ADDRESS ONLY

Mark Kays
Procurement Officer, Province Of PEI
mjkays@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 **mjkays@gov.pe.ca** will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

Proponents should submit their proposal's electronically to mjkays@gov.pe.ca as:

- One (1) electronic copy saved as a Portable Document Format (PDF) with all mandatory forms included;
- Pricing Submission Worksheet – Excel Format (Included as a separate file and part of Appendix C)

The file name on the electronic copy should include an abbreviated form of the Proponent's name and **"Engineering, Procurement and Construction of a long duration Energy Storage System (ESS) - RFP# 005-SPM"**. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials that are not directly related with their bid.

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 mjkays@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 Ninety (90) 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 Proposal Document

Each proposal must include a proposal document, in a format of the proponent's choosing, that addresses all the technical, operational and pricing information specified in the RFP. Incomplete responses will be reflected in scoring matrix.

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

It is a mandatory requirement that sufficient technical information be provided by the proponent to enable a complete assessment of the proponent's proposal. The Corporation will review the proposals to determine whether the mandatory technical requirements as set out in the **RFP Particulars (Appendix D1.3.1, D1.3.2, D1.3.4)** 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 this information is provided in the proponent's standard documentation, rather than within the body of the proposal, the document providing the required technical information, must be referenced. If, in the opinion of the review committee, a proponent fails to satisfy the mandatory technical requirements its proposal may 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 D3 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
<i>Technical Evaluation</i>		
Executive Summary (D3.1)	5 points	3 points
Understanding of Service Requirements (D3.2)	20 points	12 points
Proposed Approach/Process and Project Plan (D3.3)	20 points	12 points
Demonstrated Expertise & Organizational Overview (D3.4)	10 points	6 points
Subtotal A	55 Points	33 Points Minimum
Stage III Pricing – (Appendix C – Submission Pricing Form)	45 points	
Total Points	100 Points	

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the instructions 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 negotiations on 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, 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.

3.2 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 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 - 14) format Design-Build Stipulated Price Contract agreement (the "Agreement").

3.4.2 Failure to Enter into Agreement

In addition to all of the Corporations's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within forty-five (45) days of notice of selection, the Corporation 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 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, 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.

3.7.4 Covid-19

Proponents acknowledge that the obligations of each party from time to time to meet certain terms and conditions of the Agreement may be impeded by the COVID-19 pandemic and related issues. The parties agree to act in good faith by making all reasonable accommodations as the circumstances of the pandemic may require and each party will exercise reasonable efforts to comply with the Agreement notwithstanding the effect of the pandemic. No party will require or encourage any person acting on its behalf to violate the terms of any public health directive or to perform any act which would place such person at a material risk of contracting the COVID-19 virus.

Proponents acknowledge that any costs associated with Covid-19 construction protocol related to all required health and safety measures required for the execution of the Deliverables, shall be included in the Submission Pricing Form.

Proponents shall include provisions within their Proposal's to achieve social and physical distancing between all workers during travel times to and from the site, working, rest breaks, lunch breaks, etc. For more information related to CPHO and COVID – 19 refer to the following links provided by the Government of PEI, Federal Government of Canada and the Construction Association of PEI:

- Government of PEI: www.princeedwardisland.ca/covid19;
- Government of Canada: canada.ca/coronavirus;
- CAPEI: www.capei.ca/

3.7.5 Health and Safety

The selected Proponent, as the Design-Builder for the Project, will act in accordance with the Prince Edward Island *Occupational Health and Safety Act*. (the “OHS Act”) on the Site in respect of the Work. The Proponent shall include in the Proposal, a commitment to comply with all aspects this Act.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

A1 Form of Agreement – CCDC-14 Design-Build 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 - 14) format Design-Build Stipulated Price Contract agreement (the “Agreement”).

A1.1 Insurance Requirements – CCDC-14 Design-Build Stipulated Price Contract (Supplementary Conditions GC 11.1)

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

GC 11.1 INSURANCE

- 11.1.1 Without restricting the generality of GC 12.1 – INDEMNIFICATION, the *Design-Builder* shall provide, maintain and pay for the following insurance coverages:
- .1 General liability insurance with limits of at least FIVE Million Dollars (\$5,000,000.00) in the name of the *Design-Builder* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner* and the *Consultant* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Design-Builder* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Substantial Performance of the Work*. Liability coverage shall be provided for completed operations hazards from the date of *Substantial Performance of the Work*, as set out in the certificate of *Substantial Performance of the Work*, on an ongoing basis for a period of 6 years following *Substantial Performance of the Work*.
 - .2 Automobile Liability Insurance with limits of at least TWO Million Dollars (\$2,000,000.00) from the date of commencement of the *Work* until one year after the date of *Substantial Performance of the Work*.
 - .3 Professional errors and omissions liability insurance with limits of at least FIVE Million Dollars (\$5,000,000.00) and an aggregate of at least TEN Million Dollars (\$10,000,000.00); OR a project specific policy with a limit of at least FIVE Million Dollars (\$5,000,000.00) with the same aggregate.
 - .4 Aircraft or Watercraft Liability Insurance with limits of at least FIVE Million Dollars (\$5,000,000.00) when owned or non-owned aircraft or watercraft are used directly or indirectly in the performance of the *Work*. The term Aircraft includes drones and other unmanned aircraft.
 - .5 “Broad Form” property insurance in the joint names of the *Design-Builder*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The “Broad Form” property insurance shall be provided from the date of commencement of the *Work* until the earliest of:
 - (1) 10 calendar days after the date of *Substantial Performance of the Work*.

- (2) On the commencement of use or occupancy of any part or section of the *Work* unless such use or occupancy is for construction purposes, habitational, office, banking, convenience store under 465 square metres in area, or parking purposes, or for the installation, testing and commissioning of equipment forming part of the *Work*.
 - (3) When left unattended for more than 30 consecutive calendar days or when construction activity has ceased for more than 30 consecutive calendar days.
 - .6 Boiler and machinery insurance in the joint names of the *Design-Builder*, the *Owner* and the *Consultant*. The policy shall include as insureds all *Subcontractors*. The coverage shall be maintained continuously from commencement of use or operation of the boiler and machinery objects insured by the policy and until 10 calendar days after the date of *Substantial Performance of the Work*. The policies shall include any periods of testing prior to full acceptance of the project as required by this Contract, but including coverage for risks arising out of such part of the *Work*. Coverage to extend to 36 months after the date of Final Completion of the last component of the project.
 - .7 The "Broad Form" property and boiler and machinery policies shall provide that, in the case of a loss or damage, payment shall be made to the *Owner* and the *Design-Builder* as their respective interests may appear. In the event of loss or damage:
 - (1) The *Design-Builder* shall act on behalf of the *Owner* for the purpose of adjusting the amount of such loss or damage payment with the insurers. When the extent of the loss or damage is determined, the *Design-Builder* shall proceed to restore the *Work*. Loss or damage shall not affect the rights and obligations of either party under the *Contract* except that the *Design-Builder* shall be entitled to such reasonable extension of *Contract Time* relative to the extent of the loss or damage as the *Consultant* may recommend in consultation with the *Design-Builder*.
 - (2) The *Design-Builder* shall be entitled to receive from the *Owner*, in addition to the amount due under the *Contract*, the amount which the *Owner's* interest in restoration of the *Work* has been appraised, such amount to be paid as the restoration of the *Work* proceeds in accordance with the progress payment provisions. In addition the *Design-Builder* shall be entitled to receive from the payments made by the insurer the amount of the *Design-Builder's* interest in the restoration of the *Work*; and
 - (3) to the *Work* arising from the work of the *Owner*, the *Owner's* own forces or another contractor, the *Owner* shall, in accordance with the *Owner's* obligations under the provisions relating to construction by *Owner* or other contractors, pay the *Design-Builder* the cost of restoring the *Work* as the restoration of the *Work* proceeds and as in accordance with the progress payment provisions.
 - .8 The insurer shall acknowledge that the policies are primary and any other insurance policies that may be in effect or any other sources of recovery including Government of Prince Edward Island's Self Insurance and Risk Management Fund shall not contribute in any way to any judgments, awards, payments, or costs or expenses of any kind whatsoever made as a result of actual or alleged claims.
- 11.1.2 Prior to commencement of the *Work* and upon placement, renewal, amendment, or extension of all or any part of the insurance, the *Design-Builder* shall promptly provide the *Owner* with confirmation of coverage and, if required, a certified true copy of the policies certified by an authorized representative of the insurer together with copies of any amending endorsements applicable to the *Work*.

11.1.3 The parties shall pay their share of the deductible amounts in direct proportion to their responsibility in regards to any loss for which the above policies are required to pay, except where such amounts may be excluded by the terms of the *Contract*.

11.1.4 If the *Design-Builder* fails to provide or maintain insurance as required by the *Contract Documents*, then the *Owner* shall have the right to provide and maintain such insurance and give evidence to the *Design-Builder* and the *Consultant*. The *Design-Builder* shall pay the cost thereof to the *Owner* on demand or the *Owner* may deduct the cost from the amount which is due or may become due to the *Design-Builder*.

11.1.5 All required insurance policies shall be with insurers licenced to underwrite insurance in the jurisdiction of the *Place of Work*.

A2 Operational and Maintenance Agreement

In addition to the Design-Build contract governing the engineering, procurement and construction of a long duration energy storage system (ESS), Proponents are encouraged to submit proposals for the Operation and Maintenance of the Facility for a two year term starting at Substantial Completion, further described in Appendix D. The Corporation shall reserve the right to enter into an agreement for the Operational and Maintenance contract agreements independent of the Design-Build Stipulated Price Contract and has no obligation to award both to the same parties.

A3 Federal Funding Requirements - Community Employment Benefits Reporting

Successful Proponents will be required to submit annual Community Employment Benefit Reports to the Corporation as per Project Federal funding requirements.

Project Reference: ICIP-CCM-2020-019

Target Groups:

- Apprentices - those actively on job training of a trade
- Youth - 15-29 years
- Dollar Value of Procurement of Small (less than 100 employees) And Medium (100-499 employees) Sized Businesses and Social Enterprises

FORM 2
INVESTING IN CANADA INFRASTRUCTURE PROGRAM
COMMUNITY EMPLOYMENT BENEFITS REPORTING
SUPPLIER/CONTRACTOR – ANNUAL INDICATOR REPORT

Project Reference:

To be completed annually by Companies contracted or sub-contracted on the project for the 12-month period ending March 31st. *This is for suppliers or contractors contracted directly by the Project Recipient. General contractors should include information related to any sub-contractors they are managing.* This report is due by October 1st.

Contractor Name:	<input type="text"/>		
Contact Name:	<input type="text"/>		
Contact email:	<input type="text"/>	Contact Telephone:	<input type="text"/>
Please list any sub-contractors included in the reporting below:			
<input type="text"/>			

HOURS WORKED AND PERCENTAGE OF HOURS WORKED BY TARGET GROUPS

Please provide the percentage of hours worked by Canadian employees on the project in each of the following target groups during the 12 months ending March 31, . *This information will need to be provided by your company and also collected from any sub-contractors.*

Target Group #1

Indicate target group	<i>For all Canadian employees in the target group on all contracts/sub-contracts related to this project (12 month period ending March 31, <input style="width: 50px; height: 15px;" type="text"/>)</i>	
	<i>Total of Hours Worked</i>	<i>Percentage of Hours Worked</i>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Qualitative Factors

Qualitative information around your success and challenges in offering more diversified employment opportunities is important in assisting the Governments of PEI and Canada in identifying future strategies and initiatives to support employment growth to a broader array of Canadians.

Please describe any success you have had in employment of individuals from this target group.

General comments:

Please describe any **challenges** you have had in providing employment to individuals to this target group.

- There are no individuals currently on staff in the target group and we did not have the need to hire additional employees
- We attempted to hire individuals in the target group but did not have any applicants
- We attempted to hire individuals in the target group but did not have any qualified applicants

General comments:

Target Group #2

Indicate target group	<i>For all Canadian employees in the target group on all contracts/sub-contracts related to this project (12 month period ending March 31, <input type="text"/>)</i>	
	<i>Total of Hours Worked</i>	<i>Percentage of Hours Worked</i>

Qualitative Factors

Qualitative information around your success and challenges in offering more diversified employment opportunities is important in assisting the Governments of PEI and Canada in identifying future strategies and initiatives to support employment growth to a broader array of Canadians.

Please describe any success you have had in employment of individuals from this target group.

General comments:

Please describe any **challenges** you have had in providing employment to individuals to this target group.

- There are no individuals currently on staff in the target group and we did not have the need to hire additional employees
- We attempted to hire individuals in the target group but did not have any applicants
- We attempted to hire individuals in the target group but did not have any qualified applicants

General comments:

Target Group #3

Indicate target group	For all Canadian employees in the target group on all contracts/sub-contracts related to this project (12 month period ending March 31, <input type="text"/>)	
	Total of Hours Worked	Percentage of Hours Worked
<input type="text"/>	<input type="text"/>	<input type="text"/>

Qualitative Factors

Qualitative information around your success and challenges in offering more diversified employment opportunities is important in assisting the Governments of PEI and Canada in identifying future strategies and initiatives to support employment growth to a broader array of Canadians.

Please describe any success you have had in employment of individuals from this target group.

General comments:

Please describe any challenges you have had in providing employment to individuals to this target group.

- There are no individuals currently on staff in the target group and we did not have the need to hire additional employees
- We attempted to hire individuals in the target group but did not have any applicants
- We attempted to hire individuals in the target group but did not have any qualified applicants

General comments:

DOLLAR VALUE OF PROCUREMENT FROM CANADIAN SMALL- AND MEDIUM-SIZED BUSINESSES AND SOCIAL ENTERPRISES

Please provide the total dollar value of procurement (*excluding HST*) from Canadian small (*business with fewer than 100 employees*) and medium-sized businesses (*business with 100 to 499 employees and less*)

than \$50 million in gross revenues) and social enterprises (A for-profit or not-for-profit enterprise that seeks to achieve social, cultural or environmental aims through the sale of goods and services. The majority of the profit must be directed to a social objective with limited distribution to shareholders and owners.). A breakdown by category is not required. The amount reported should include only those costs that have been invoiced in the 12-month period.

Value of Procurement: \$

Qualitative Factors

Qualitative information around your success and challenges in providing procurement opportunities to small- and medium-sized businesses and social enterprises is important in assisting the Governments of PEI and Canada in identifying future strategies and initiatives to support economic growth of small- and medium-sized businesses and social enterprises.

Please describe the success you have had in procuring equipment, materials and supplies from Canadian small or medium-sized businesses or social enterprises.

General comments:

Please describe any challenges you have had in procuring equipment, materials and supplies from Canadian small or medium-sized businesses or social enterprises.

- There are no Canadian suppliers of any size for the items we were procuring
- There are no Canadian small or medium-sized businesses or social enterprises supplying the items we were procuring

General comments:

APPENDIX B – SUBMISSION FORM

B1 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):	

B2 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).

B3 Mandatory Documents

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

FORM	INITIAL TO ACKNOWLEDGE
Proposal Form (Format at the discretion of the Proponent)	
Submission Form (Appendix B)	
Pricing Form (Excel format - Appendix C)	
Site Layout	
Schedule of Values and Cashflow	
Project Schedule	

Single Line Drawing	
Major Equipment Specification Sheets	

B4 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 necessary provisions, including insurance and indemnity requirements, and any impacts from Covid-19 into its pricing assumptions and calculations.

B5 Addenda

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

B6 No Prohibited Conduct

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

B7 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:

B8 Proposal Irrevocable

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

B9 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.

B10 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 described in Appendix A and 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) Proponents shall complete the Submission Pricing Form shown below and **MUST** submit the final Submission Pricing Form in Excel format. Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Each Proponent shall provide a lump sum, fixed cost price for the scope of work described in Appendix D. These amounts shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges.

2. Evaluation of Pricing

Pricing is worth 45 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 schedule of values and cash flow that clearly defines how they propose to be compensated for all of the required activities under the fixed price submitted.

C1 Fixed Cost – Time and Materials for Initial Contract Period

Proponents are to submit a lump sum pricing total for the Project Deliverables as described in Appendix D. The final lump sum total will be the sum of the categories and line items provided in the Submission Pricing Form (Excel file). Proponents are to complete the Submission Pricing Form in Excel format for inclusion in your proposal.

C2 Per Diem Rates

For any services outside of the scope of work described in the Project Deliverables, Proponents may prepare the following table for inclusion in your proposal. Identify the names of all persons and equipment that will contribute to the routine management and/or the performance of the required services, and their per diem rate. Per Diem rates do **not** include taxes.

Description	Per Diem Rate
	\$
	\$
	\$
	\$
	\$
	\$

C3 Operations and Maintenance Pricing

Proposals for the Maintenance and Operations phase of the Project shall be included in Proponents main proposal document. Proposal's should demonstrate a Proponents understanding of service requirements and Facility management and shall include a detailed pricing breakdown.

Operational and Maintenance requirements and considerations are further described in section D1.5.

Appendix C - Submission Pricing Form

All prices to be firm and not subject to escalation for 120 days from bid submission

Bidder is required to list all exclusions. If something is not specifically listed as exclusion then it is deemed to be included even if it is incidental to or inferable from the documents provided.

Proposed Total System Power (kW)	
Proposed Total System Energy (kWh)	
Proposed Total System Duration (hr)	#DIV/0!
Asset Life (yr)	
Full DoD Cycles (yr)	
Round Trip Efficiency (%)	

Item Description	Qty	Unit	Unit Price	Total Price	Comments or Exclusions
------------------	-----	------	------------	-------------	------------------------

Equipment & Logistics

1.0 Equipment

1.1 Energy Storage Modules					
1.1.1 Base Price		Ea			
1.1.2 Shipping Logistics		LS			
1.2 Inverters					
1.2.1 Base Price		Ea			
1.2.2 Shipping Logistics		LS			
1.3 Energy Storage Enclosures / Racking					
1.3.1 Base Price		Ea			
1.3.2 Shipping Logistics		LS			
1.3.3 Extended Warranty Costs		LS			
Equipment & Logistics				Subtotal	\$ -
<i>Cost/kWh</i>					#DIV/0!

Design & Engineering

2.0 Design & Engineering

2.0.1 Additional Geotechnical Investigation		LS			
2.0.2 Civil engineering - site plans, laydowns, foundations, etc.		LS			
2.0.3 Electrical Engineering & Design		LS			
2.0.4 Communications & Control System Design		LS			
Engineering				Subtotal	\$ -
<i>Cost/kWh</i>					#DIV/0!

Construction

2.1 General Site Overhead

2.1.1 Supervision, Safety and Field Staff		LS			
2.1.2 Temporary construction facilities		LS			
2.1.3 Overhead and Profit		LS			
2.1.4 Insurance		LS			
2.1.5 Permits, Fees		LS			
2.1.6 Other (Please Identify in Comments)		LS			
General Site Overhead				Subtotal	\$ -
<i>Cost/kWh</i>					#DIV/0!

2.2 Site Works

2.2.1 Site Civil Work					
2.2.1.1 Site prep		LS			
2.2.2 Other civil work					
2.2.2.1 Fencing & Gates		LS			
2.2.2.2 Other (Please Identify in Comments)		LS			
Site Works				Subtotal	\$ -
<i>Cost/kWh</i>					#DIV/0!

2.3 Foundations

2.3.1	Foundation materials		EA				
2.3.2	Foundation installation		EA				
2.3.3	Other (Please Identify in Comments)		LS				
Foundations						Subtotal	\$ -
<i>Cost/kWh</i>							#DIV/0!

2.4 ESS Installation

2.4.1	ESS Installation		EA				
2.4.2	Other (Please Identify in Comments)		W				
Module Installation						Subtotal	\$ -
<i>Cost/kWh</i>							#DIV/0!

2.5 Wiring, Equipment, Cable and Conduit

2.5.1	DC Wiring						
2.5.1.1	DC cable and connections - Materials		LS				
2.5.1.2	DC cable and connections - Labour		LS				
2.5.2	AC Wiring						
2.5.2.1	AC cable and connections - Materials		LS				
2.5.2.2	AC cable and connections - Labour		LS				
2.5.3	Other (Please Identify in Comments)		LS				
Wiring, Equipment, Cable and Conduit						Subtotal	\$ -
<i>Cost/kWh</i>							#DIV/0!

2.6 Specialties & General Construction

2.10.1	Spare Parts	1	LS				
2.10.2	Site lighting	1	LS				
2.10.3	Security system	1	LS				
2.10.4	Monitoring and control devices	1	LS				
2.10.5	Battery Management System	1	LS				
2.10.6	Other (Please Identify in Comments)	1	LS				
Specialties & General Construction						Total	\$ -
<i>Cost/kWh</i>							#DIV/0!

2.7 Testing, Inspection, Commissioning

2.12.1	Inspections	1	EA				
2.12.2	Testing and Commissioning	1	EA				
2.12.3	Other (Please Identify in Comments)	1	LS				
Collection & Communication System						Total	\$ -
<i>Cost/kWh</i>							#DIV/0!

Other EPC Costs

Contractor to add any additional work scope that may not be included in the above breakouts.

3.1 [heading]

3.1.1			LS				
			LS				
			LS				
			LS				
			LS				
			LS				
			LS				
			LS				
Other EPC Cost						Total	\$ -
<i>Cost/kWh</i>							#DIV/0!

Total EPC Project Construction Costs						Total	\$ -
<i>Total project costs/kWh</i>							#DIV/0!

APPENDIX D – RFP PARTICULARS

D1 The Deliverables

Objective of this RFP is to receive and review proposals from qualified proponents to perform all professional services necessary for the supply and installation of a turnkey long duration ESS facility that shall be constructed within the constraints of the project site (“Site”). The Facility will be DC-connected to a 10MW Solar PV Generation facility in Slemon Park, PEI. The Facility will be grid-connected and will serve to minimize curtailment and maximize solar output to the grid. The Corporation is seeking proposals for innovative long duration energy storage technologies that can serve this purpose. The project requirements are further described below.

D1.1 Long duration Energy Storage System (ESS) - Roles & Responsibilities

The proposed Long Duration ESS Facility will be an owned asset of the Corporation and is to be constructed on the Project Site, owned by the Slemon Park Corporation (“SPC”). Power produced by the 10MW Solar Facility, and discharged by the Long Duration ESS Facility, will be sold to Maritime Electric Company Limited (“MECL”) through a Power Purchase Agreement. The engineering, procurement and construction of the 10MW Solar Facility is issued under a separate Request for Proposal (RFP); successful Proponents of both this RFP and the solar RFP will be expected to coordinate activities required to interface between the two systems. The controls system of the ESS will ultimately be required to interface with an overarching Microgrid control system to allow for optimized power generation and storage.

In addition to the Long Duration ESS turnkey Facility, Proponents are also encouraged to submit proposals for the Operational and Maintenance phases of the project further described in section D1.4.

D1.2 Project Site

The Project Site is further described, below in the Material Disclosures, Section D2.1 “Project Site”. The Project Site is co-located with the 10MW Solar Facility; the Site encompasses approximately 80 acres of available land which the Corporation has secured through a long term lease from SPC. The ESS is intended to be sited on the south end of the Project Site. Proponents must provide detailed information on their proposed site layout and footprint required. Note that the Site was previously used for farming activities and should not require substantive land clearing.

In any case, the design and construction of the Project Site shall comply with all Provincial and Federal building codes and standards. It is expected that following selection of the successful proponent and contract award, Proponents will be required to develop a site specific environmental management plan in accordance with provincial and federal requirements, to be approved by the Corporation. Special considerations for site drainage and mitigation of surface erosion and sedimentation control may be required.

D1.3 System Design & Layout

D1.3.1 ESS System Overview – Mandatory Technical Requirements

The Corporation is seeking to deploy an innovative long duration ESS technology. Proponents are expected to provide detail on their proposed long duration ESS technology, and their unique

approach to completing the Deliverables, however, the following criteria shall be required in all Proponent designs:

- ESS to be DC-connected to the Solar Generation Facility;
- Long duration ESS, expected to provide 4+ hours of energy storage capacity;
- Target energy capacity is 1000 kWh;
- Target budget is \$1Million; Proponents should maximize the size and duration of the ESS within this budget;
- ESS to be sufficiently designed for year-round operations with consideration of exposure to the climate;
- ESS must enable the use case of minimizing solar curtailment and maximizing solar output to the grid.

D1.3.2 ESS Technology and System Sizing - Mandatory Technical Requirements

Proponents shall provide full technical and performance details on the ESS technology proposed, including but not limited to the following characteristics:

1. Description of ESS technology and components used in the ESS:
 - a. Type of ESS and how it operates
 - b. Inverter including any charging and discharging limitations
 - c. Control interface
2. System Sizing:
 - a. Nameplate ESS capacity in kilowatts (kW)
 - b. Nameplate ESS capacity in kilowatthours (kWh)
 - c. Describe any limitations on Depth of Discharge (DoD)
 - d. Usable energy in kWh
3. Charging and Discharging considerations:
 - a. System response time (sec)
 - b. Describe any limitation on charging or discharging of the ESS
 - c. Peak input power
 - d. Peak output power
 - e. Maximum time peak output power can be maintained
 - f. Describe system's ability to trickle charge or discharge
4. Round-trip efficiency (%)
 - a. Please describe how RTE is calculated for the ESS technology
5. ESS Facility Life:
 - a. Lifespan of Facility (yrs)
 - b. Describe System Degradation considerations
 - c. Minimum and maximum number of cycles per year
6. Operating temperature ranges and ESS temperature control features
7. Expandability options and limitations
8. Communications standards (integration with 3rd party software)
9. Warranty period and options for extended warranty coverage. Please include:
 - a. Number of cycles covered in the warranty
 - b. Expected lifetime throughput (kWh)
 - c. Percentage capacity remaining after 5 years of operation
 - d. Percentage capacity remaining after 10 years of operation
10. Safety certifications

11. The solution must meet all applicable building codes, with all necessary permits secured

D1.3.3 Minimizing Solar Curtailment

The objective of the ESS is to operate as a DC-coupled asset to minimize curtailment of the Solar Generation Facility. Details on the expected curtailment of the solar facility are provided here. Proponents should address how and to what extent their proposed solution and system sizing is expected to mitigate solar curtailment. Note that the expected curtailment is based on preliminary design of the solar facility and is subject to change.

Expected Solar Curtailment

Annual Expected Curtailment	330 MWh
Expected Occurrence of Curtailment	490 hours per year
Expected Occurrence of Curtailment	113 days per year
Maximum Curtailment in One Hour	2,880 kW
Average Curtailment in One Hour	670 kW
Maximum Energy Curtailed in One Day	12,100 kWh
Average Energy Curtailed in One Day	2,930 kWh

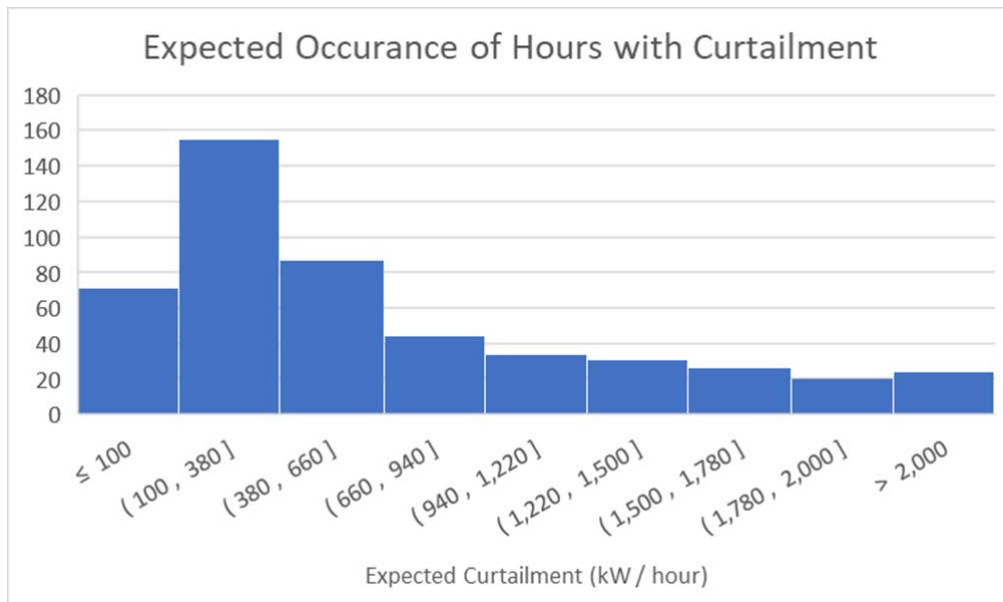


Figure 1 – Histogram of Expected Occurance of Hours with Curtailment

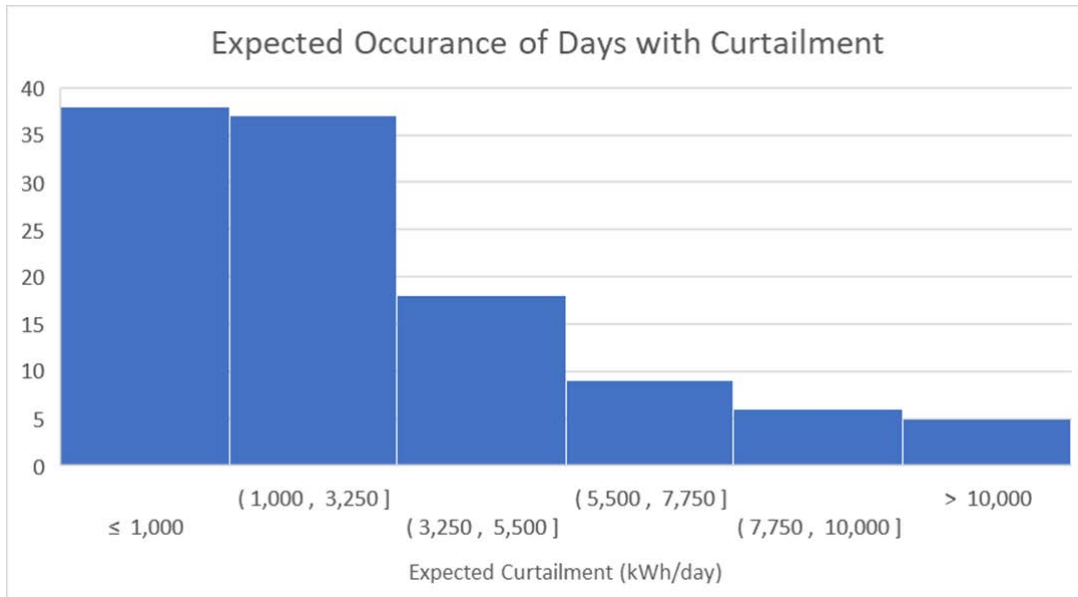


Figure 2 - Histogram of Expected Occurance of Days with Curtailment

D1.3.3 Technology Innovation, Guarantees & Warranties

Proponents may propose a new technology that is at a demonstration level of readiness however the proposed technology must be ready to be demonstrated at a commercial scale. The Corporation is seeking an innovative solution; please provide detail on the innovative aspects of the proposed ESS.

Please provide detail on guarantees and warranties that will be provided on the ESS availability and operations.

D1.3.4 Points of Interconnection - Mandatory Technical Requirements

The Corporation has engaged MECL with respect to a utility Connection Study for the 10MW Solar Facility. The Point of Interconnection (POI) with MECL will be within the Project Site. Proponents will be required to share technical information and assist the Corporation with utility discussions as needed. The ESS and 10-MW solar Facility will both be required to discharge/produce into a new 12.47kV distribution feeder to be connected at the nearby MECL owned and operated, St. Eleanor’s substation. Based on the connection study findings, the following equipment shall be included in the Deliverable and is to be considered a mandatory technical requirement in Proposal submissions:

- A grounding transformer bank sized to ensure that the distribution system remains effectively grounded at all times.
- Energy Storage system, electrical isolation capabilities with 10-MW Solar and MECL distribution system.
- Communications equipment designed to regulate the 12.47kV bus at St. Eleanor's Substation, and to provide SCADA info to MECL indicating energy system discharge data and recloser status

Proponents shall include in their proposals, all professional services and Facility equipment necessary for a DC connection with the 10MW Solar Facility. Successful Proponents will be expected to work closely with the Corporation and the successful Solar RFP Proponent to coordinate commissioning of the ESS in conjunction with the 10-MW Solar Facility.

D1.4 Operations and Maintenance

Proponents may include in their proposals, an Operation and Maintenance plan and associated pricing structure for a 2 year term. These responsibilities shall be consistent with all applicable manufacturer recommended maintenance programs and operating modes. Operations & Maintenance responsibilities should include, but are not limited to the following:

- Snow removal;
- Operational Monitoring and reporting;
- Equipment repairs and maintenance;
- Inspections.

D1.5 Permitting and Approvals

All permits related to the Facility and the RFP deliverables outlined herein, are the responsibility of the Proponent. The Corporation will assist the successful proponent when required, however, proponents should demonstrate their understanding of permitting requirements, both from scheduling and cost standpoint. In any case, the design and construction of the Project Site shall comply with all Provincial and Federal building codes and standards. The following permits should be considered and will be required at a minimum:

- Prince Edward Island – Building & Development Permit Application

D1.6 Commissioning Requirements

Proponents shall provide detailed Facility commissioning plans in their proposals with a clear breakdown of site commissioning activities. Successful proponents will be required to coordinate with MECL on Facility commissioning activities at the Point of Interconnection interface and will assist with developing operational protocols.

D2 Material Disclosures

D2.1 Project Site – General

Figure 1, below illustrates the buildable area in which the ESS can be constructed. The total footprint of the ESS should be no larger than 4 acres and should be in close proximity to the 10-MW Solar Facility.

Slomon Park Long Duration ESS Facility Approximate Buildable Area

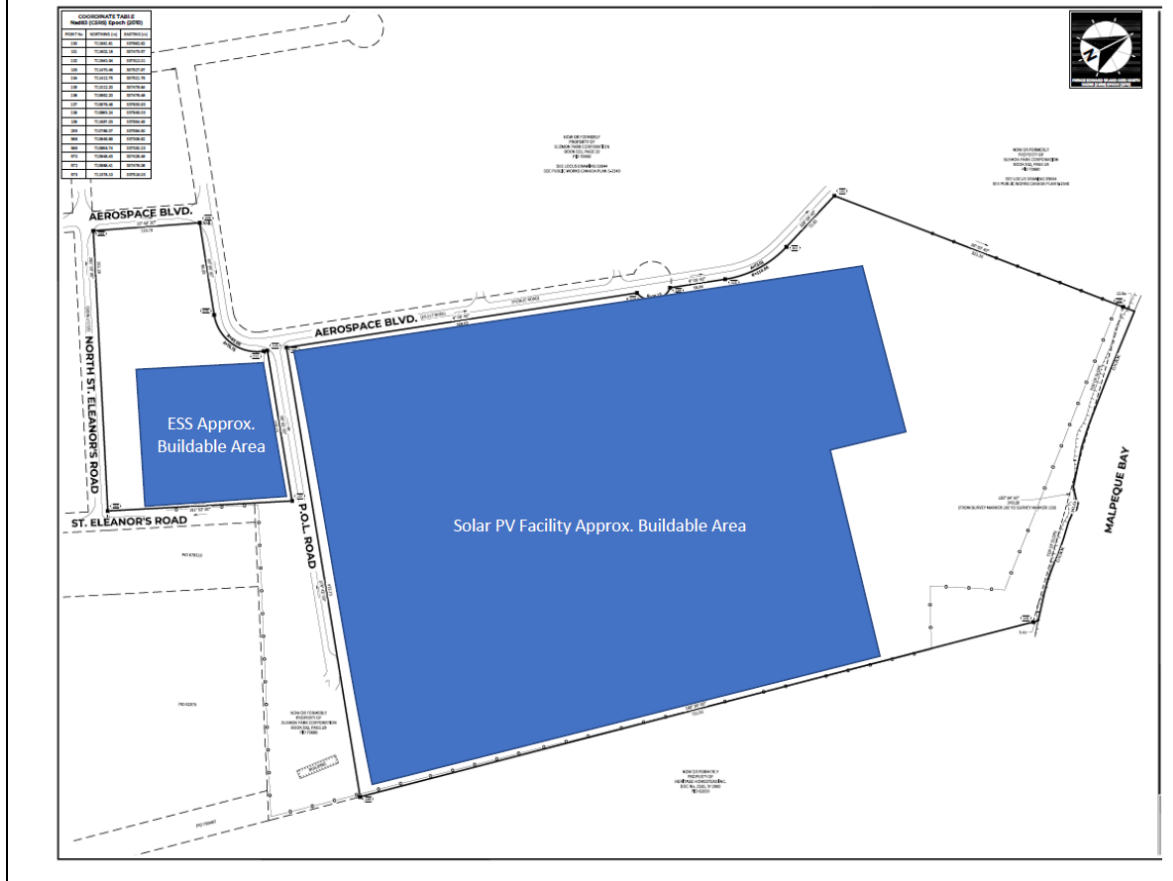


Figure 3 - ESS (Buildable Area)

D3 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.

D3.1 Executive Summary

Provide a **1 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.

D3.2 Understanding of Service Requirements

Provide a 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.

D3.3 Proposed Approach/Process and Project Plan

Describe the **approach and/or process** proposed to address the RFP requirements. Describe in detail the ESS technology selected and any unique characteristics. Include any notable methodologies, tools and techniques, and their respective suitability to this project. Please explain your approach to finalizing the project design.

Provide a **project schedule** with clear milestones demonstrating how you will deliver a turnkey project. Please highlight any notable dependencies and lead times.

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

D3.4 Demonstrated Expertise & Organizational Overview

Outline experience with comparable projects and current installed capacity. Focus on experience deploying multi-unit aggregation projects. Describe any similarities to or differences from this project.

Describe the organizational structure of your team and the resources dedicated to completing the project.