

REQUEST FOR PROPOSALS FOR

Service Delivery Organizations: Small Business Energy Audit Program

For the Government of Prince Edward Island, as represented by
the Minister of Transportation, Infrastructure and Energy

Request for Proposal Number:	5298
Date Issued:	June 7, 2019
Submission Deadline:	June 21, 2019

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

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

This RFP is being issued in order to select Service Organizations to deliver Small Business Energy Audit services throughout the province of Prince Edward Island. The number of Service Organizations selected will be at the sole discretion of **efficiencyPEI**.

efficiencyPEI is endeavoring to achieve:

- accessibility of these services for all Prince Edward Islanders
- ability to meet Business Energy Solutions program annual energy savings targets
- a viable business for Service Organizations involved in the delivery of this service

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

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

1.2 RFP Contact

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

Andy Collier, ajcollier@gov.pe.ca, 902-620-3690

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

1.3 Type of Contract for Deliverables

The selected Proponent will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a period of **3 years**. The Province reserves the right to extend the agreement for **two 1-year** extension(s) beyond the initial term, for an overall potential maximum of **5 years** in total.

1.4 RFP Timetable

Issue Date of RFP	7 June 2019
Deadline for Questions	10 June 2019
Deadline for Issuing Addenda	14 June 2019
Submission Deadline	21 June 2019 2:00 pm Atlantic Time
Anticipated Execution of Agreement	4 July 2019

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

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

PROCUREMENT SERVICES

95 Rochford Street
2nd Floor South, Shaw Building,
PO Box 2000, Charlottetown, PE, C1A 7N8

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 delivery of its proposal to the exact location (including floor, if applicable) indicated in this RFP on or before the Submission Deadline. The Province does not accept any responsibility for proposals delivered to any other location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

In a sealed package, Proponents should submit their proposal containing **2** hard copies of their proposal and one (1) electronic copy saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the Proponent's name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of environmental sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their bid. Sealed packages should be prominently marked with:

- the RFP title and number (see RFP cover)
- the full legal name and return address of the Proponent

The Province will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.5.4 Amendment of Proposals Prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponent to the location set out in section 1.5.1 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 prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

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

[End of Part 1]

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

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

2.2 Stage I: Mandatory Submission Requirements

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

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

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

2.2.2 Submission Form (Appendix B)

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Section C of the **RFP Particulars (Appendix C)**. 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
C.3.1 Executive Summary	15	10
C.3.2 General Management and Reporting	25	20
C.3.3 Qualifications and Experience	20	15
C.3.4 Customer Experience	20	15
C.3.5 Sustainable Practises and Local Content	20	15
Total Points	100	

2.4 Selection of Highest Scoring Proponent

After the completion of Stage II, all scores will be added together and each Proponent will be ranked based on its total score. The Proponent(s) scoring over 85% and not below any minimum threshold listed above will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of the Agreement with the Province, the Proponent(s) shall thereafter be known as the successful Proponent.

2.5 Notification to Other Proponents

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

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

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

3.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited

3.1.3 Proponents to Follow Instructions

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

3.1.4 Language

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

3.1.5 No Incorporation by Reference

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

3.1.6 References and Past Performance

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

3.1.7 Information in RFP Only an Estimate

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

3.1.8 Proponents to Bear Their Own Costs

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

3.1.9 Proposal to be retained by the Province

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

3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract

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

3.2 Business Registration

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

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

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

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

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

3.3.2 All New Information to Proponents by Way of Addenda

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

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, the Province may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars (Appendix C). The Province may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Execution of Agreement, Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

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

3.4.2 Failure to Enter into Agreement

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

3.4.3 Notification of Outcome of Procurement Process

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

3.4.4 Debriefing

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

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

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

3.5.2 Disqualification for Prohibited Conduct

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

3.5.3 Prohibited Proponent Communications

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

3.5.4 Proponent not to Communicate with Media

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

3.5.5 No Lobbying

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

3.5.6 Illegal or Unethical Conduct

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

3.5.7 Rejection of Proposals

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

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

3.6 Confidential Information

3.6.1 Confidential Information of the Province

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

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

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province to advise or assist with the RFP process, including the evaluation of proposals.

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

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

3.6.3 Personal Information

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

A copy of FOIPP is available online at:

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

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Province

The Province reserves the right to:

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

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

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

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

3.7.3 Governing Law and Interpretation

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

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

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

**SAMPLE CONTRACT
NAME OF AGREEMENT**

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

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

(hereinafter referred to as "Government")

OF THE FIRST PART;

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

(hereinafter referred to as the "Contractor")

OF THE SECOND PART.

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

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

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

Definitions

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

Covenants of the Contractor and Government

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to Government.

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

Payments, Records and Accounts

4. The Government shall make payments to the Contractor in the following manner:
- (a) Payment for the Work shall be at the rate of \$_____ per hour, excluding taxes, but in no case shall the total payment exceed \$_____;
- OR
- (a) Payment for the Work shall be a fixed lump sum of \$_____, excluding taxes, payable in installments, *as follows: [i.e. List dates (milestones) when payments will be made including amount to be paid on each date]*
- AND, IF APPLICABLE
- (b) Government shall pay all expenses of the Contractor, excluding taxes, up to a maximum of \$_____, based on expenses actually incurred and verified by receipt.
- (c) The payments described herein shall be paid upon the basis of the submission by the ____ day of ____, 20__ of a detailed statement together with all necessary receipts. Such statements shall be submitted to Government and Government shall pay the amount owing within ____ days of receipt.
- (d) All payments are subject to a hold back of an amount equal to __% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the Work.
- OR
- (d) All payments are subject to a hold back of an amount equal to ____% of the amount billed. The hold back shall be paid upon the submission and acceptance of the final report and completion of the work.
- (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

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

Conditions of Agreement

- 5.
 - (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
 - (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
- 6.
 - (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
 - (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers' Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of the employers' obligations.
 - (c) The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
 - (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in Payments, Records and Accounts section of this Agreement.
- 7. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which the payment is to be made.

Reports

- 8.
 - (a) The Contractor shall make interim reports as Government may direct.

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

Administration

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

Termination

11. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mailed to the Contractor's last known place of business, facsimile transmission, or electronic communication.

This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.

12. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

13. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
14. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the

Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.

- (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
- (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights, and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act*, R.S.C. 1985, c. C-42.

Conflict of Interest

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

Freedom of Information and Protection of Privacy Act

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

Indemnification and Insurance

- 18. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or

proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.

19. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:

- (a) Commercial General Liability insurance in an amount not less than \$Two Million (\$2,000,000.00 CAD) Dollars inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;
 - Owner's and Contractor's Protective Liability;
 - Blanket Written Contractual Liability;
 - Personal Injury Liability;
 - Non-Owned Automobile Liability;
 - Cross Liability;
 - Employees as additional Insured;
 - Broad Form Property Damage;
- Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than minimum Two Million (\$2,000,000.00 CAD) Dollars.
 - For Contractors using employees, subcontractors or agents with professional degrees of P.Eng or B.Eng, Professional Liability insurance in an amount not less than Five Hundred Thousand (\$500,000.00 CAD) Dollars on a claims made basis, subject to an annual aggregate limit of One Million (\$1,000,000.00 CAD) Dollars insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of 3 years following completion of the Work.
 - The policy or policies required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A certified copy(ies) of the policy, or policies, shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt of the certified copy of the policy, or policies, by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

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

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

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
)

Government of Prince Edward Island,
as represented by the Minister of

SIGNED, SEALED & DELIVERED)
in the presence of:)
)
)

Contractor

Authorized Signing Officer

SCHEDULE "A"

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

DATED THE _____ DAY OF _____, 20__

STATEMENT OF WORK

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

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

B.2 Offer

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

B.3 Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE
Submission Form (Appendix B)	

B.4 Addenda

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

B.5 No Prohibited Conduct

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

B.6 Conflict of Interest

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

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

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

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

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

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

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

B.7 Proposal Irrevocable

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

B.8 Disclosure of Information

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

B.9 EXECUTION OF AGREEMENT

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – RFP PARTICULARS

C.1 The Deliverables

This RFP is being issued in order to select Service Organizations to deliver the Small Business Energy Audit services (SBEA) for the Business Energy Solutions (BES) Program throughout the province of Prince Edward Island. The number of Service Organizations selected for SBEA services will be at the sole discretion of **efficiencyPEI**. **efficiencyPEI** is endeavoring to achieve:

- accessibility of these services for all Prince Edward Islanders
- ability to meet the BES program annual energy savings targets
- a viable business for Service Organizations involved in the delivery of these services

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

C1.1.1 Incentives

Monetary incentives are available to participants of the SBEA service. The SBEA will perform energy audits at a fixed price per audit tier. Tiers based on required auditor qualifications to complete the service. **efficiencyPEI** staff select the appropriate audit tier based on the initial documentation submitted by the participant.

The proposed incentive structure is summarized below.

- Tier 1 – The full cost of the service is \$600, and **efficiencyPEI** compensates SOs that are successful proponents of this RFP once the audit has been completed.
- Tier 2 – The full cost of the service is \$1000, and **efficiencyPEI** compensates SOs that are successful proponents of this RFP once the audit has been completed.
- Tier 3 – The full cost of the service is \$1400, and **efficiencyPEI** compensates SOs that are successful proponents of this RFP once the audit has been completed.

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

C1.2 BES Overview

efficiencyPEI's Small Business Energy Solutions Program (BES) offers small businesses in Prince Edward Island (PEI) access to energy efficiency contractors and rebates for the completion of energy efficiency projects.

Small business participants in PEI have limited technical, financial, and staff resources to explore energy efficient opportunities at their facility. The purpose of the BES program is to provide opportunities, resources, and support to maximize the participants' return on investment and support the energy

efficiency industry. The BES program is designed to influence participants' purchasing decisions by reducing the cost of energy efficient technologies that would not normally be affordable.

The goals of this program are to:

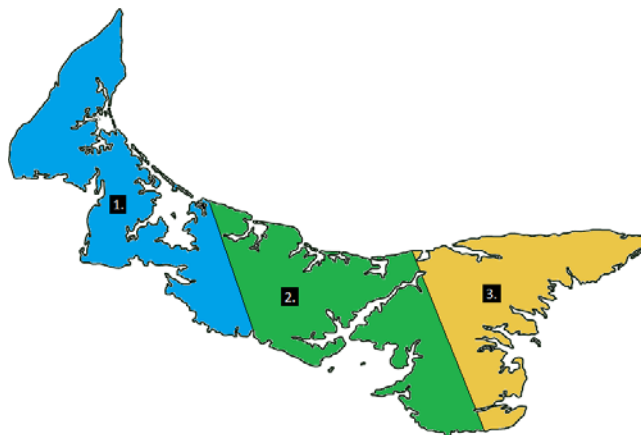
- Help small businesses make smart energy upgrades;
- Help small businesses be more profitable and more comfortable;
- Offer incentives for small businesses who need extra help; and
- Create opportunities for growth in the energy efficiency industry.

For program eligibility, projects must meet the following requirements:

- Projects must involve the purchase and installation of products eligible for rebates under this program;
- Products must have been approved by BES program staff before purchase and installation;
- Measures must be new and installed prior to receiving a financial incentive;
- Projects must save electrical energy; and
- Energy and demand savings from the project cannot exceed the actual usage provided by the utility (non-utility supply, such as cogeneration, self-generation or deliveries from another commodity supplier do not qualify as usage from the utility), or the relevant fuel service provider.

Regions of Work

- The intent of this RFP is to select one or more Small Business Energy Auditors for each region indicated in the following map.
- efficiencyPEI anticipates that each region will be served by a minimum of one Small Business Energy Auditor and that some Small Business Energy Auditors may serve more than one region;
- In their submission, Proponents are required to indicate the region(s) they wish to serve;
- For each region awarded, the Small Business Energy Auditor must serve any eligible small business within the awarded region.



The first step for the business in BES is to submit an application to **efficiencyPEI** including the opportunities worksheet. **efficiencyPEI** determines eligibility using predetermined program requirements. If the customer is eligible for BES, **efficiencyPEI** initiates the audit process. This process includes the completion of a screening report, which includes customer and facility information. This information is sent to the Small Business Energy Auditor (SBEA.)

The SBEA reviews the screening report and contacts the customer to schedule an audit. There are three audit tiers, depending on the required auditor qualifications.

Tier*	Common Measures	Pricing
1	Lighting, HVAC, Laundry	\$600
2	Kitchen, Refrigeration, DHW	\$1000
3	Agricultural equipment, VFDs, Compressed Air, Pumping, and other Custom Measures	\$1400

The audit tier generally aligns with the most complex opportunity the participant identifies. For example, if a participant identifies upgrade opportunities for lighting (Tier 1), HVAC (Tier 1) and refrigeration equipment (Tier 2), **efficiencyPEI** direct the participant to a Tier 2 audit.

All costs to perform the audit (e.g., administration, travel, labour, equipment, etc.) are included and reflected in the fixed audit cost.

After completing the audit, the SBEA submits the following documentation to BES program staff:

- Completed Energy Auditor Report (EAR)
- Photos of unique opportunities
- Supporting documentation/calculations and notes

efficiencyPEI review these documents for accuracy and verify the estimated energy savings and rebates that are based on the generic measure upgrade(s) suggested by the auditor. **efficiencyPEI** compiles the data from the revised EAR into the Opportunities Report. Once this customized report is completed, program staff send it to the participant’s SBEA.

After the SBEA receives the Opportunities Report, they contact the participant, provide a copy of their Opportunities Report, and review the results with the participant. As part of their follow up with the participant, the SBEA is responsible for:

- Explaining the recommendations identified in the report to the participant and how to select the suggested upgrades that are cost effective and beneficial.
- Providing the participant with **efficiencyPEI’s** energy efficient product requirements for measures that the participant is interested in so that they can select eligible products.
- Explaining how to complete the worksheets for measures that the participant may be interested in.

- Educating the participant on **efficiencyPEI's** BES program so that they know how to proceed once they determine what energy efficient upgrades they would like to implement and what to expect throughout the process.
- Answering any other questions the participant may have regarding their audit, their Opportunities Report, and the BES program.

At this point, the participant should have a better understanding of the potential energy efficient upgrades at their facility and what would benefit their business the most.

C1.3 Outcomes

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

- To reach or exceed annual energy savings targets at or under budget;
- To result in significant and permanent energy savings for small businesses;
- To overcome the following barriers:
 - Lack of information – Small Business Energy Auditors (SBEAs) can help identify energy efficient opportunities and help educate the participant as this process happens.
 - Insufficient Capital – financial incentives, offered through **efficiencyPEI** programs and services, to help offset the cost of implementing energy efficient technologies for eligible participants.
- To minimize free-ridership & maximize spillover:
 - A free-rider is defined as an individual who would have performed an action even in the absence of a service and/or incentive. Minimizing free-ridership can be accomplished through:
 - Providing timely and meaningful recommendations on energy efficiency upgrades/retrofits to the participant and ensuring eligibility criteria is met.
 - Maximizing spillover is attained through providing recommendations for energy saving measures/upgrades regardless of whether incentives are provided.
 - To educate and inform small businesses to help them understand energy efficiency performance and the opportunities for energy saving upgrades;
- To increase **efficiencyPEI** brand awareness while growing and connecting the energy efficiency community in Prince Edward Island.

C1.4 General Requirements

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

- Perform all energy audits to standards established by **efficiencyPEI**;
- Function as the sole file manager. The successful proponent must maintain all participant records from a central location and provide to **efficiencyPEI** upon request;

- Follow brand guidelines for all BES promotional materials (i.e. in relation to the use of the **efficiencyPEI** name, brand, and logo). These guidelines include, but are not limited to:
 - **efficiencyPEI** encourages the proponent to prepare marketing materials for the BES service that feature the proponent. Marketing materials must prominently credit **efficiencyPEI** as the administrator of the service and the rebates.
 - Successful proponents must obtain **efficiencyPEI's** permission and approval of content before providing registrants with any additional materials, including their own business / organization promotional materials.
 - Successful proponents must obtain **efficiencyPEI's** approval of the copy and design of any of its public electronic media, reports or corporate publications that describe or promote the BES service;
- Provide professional, courteous, and on-going customer service in accordance with **efficiencyPEI's** Customer Service Standards (minimum Customer Service Standards can be found in Appendix D);
- Work with **efficiencyPEI** to implement any service changes that are necessary to ensure successful service delivery and favourable independent evaluations. **efficiencyPEI's** third party evaluator provides **efficiencyPEI** with an annual evaluation report with related recommended changes and required changes;
- When visiting clients or performing services, have and display proper identification, approved by **efficiencyPEI**;
- When visiting homes, wear clothing branded with the **efficiencyPEI** partner logo, in accordance with the Partner Uniforms Terms and Conditions, an example of which has been provided in Appendix E, and may be updated at the discretion of **efficiencyPEI**.
- Transfer all documents containing private or personal information to **efficiencyPEI** using an electronic format determined by **efficiencyPEI**. The method of transferring personal information may be updated at any time by **efficiencyPEI** at its sole discretion.

C1.5 Service Delivery Requirements

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

The SBEA shall:

1. Receive notification of audit from **efficiencyPEI** in the form of email from the BES program administrator. Review the screening report provided by **efficiencyPEI**.
2. Schedule audits for participants that want to take part in the program. Notify **efficiencyPEI** of the scheduled date and time of **the audit** by sending an email to the program administrator.
3. Wear site specific clothing in accordance with the SBEA contract and wear identification card visibly displaying the photograph and name of the auditor, as provided by

efficiencyPEI.

4. Conduct a walk-through site audit of the facility interior. General procedures for commercial building energy audits should be followed.
5. Collect data about each relevant energy conservation measure (ECM) within the building. Information collected shall be comprehensive and contain sufficient data to calculate savings for each measure noted. Should the facility contact express interest in a particular area, it is recommended that the SBEA investigate the electrical energy savings potential in that area.
6. Conduct a walk-through site audit of the facility exterior. It is expected that the auditor will be looking for the following information:
 - Electrical Energy conservation measures (EECMs) that would save energy
 - EECMs deemed practical by the auditor based on the information available and:
 - o Implementation cost
 - o Energy savings potential
 - o Impact on energy usage index (EUI) of the facility
 - o Possible interaction with other systems
 - o Estimated impact on Operations and Maintenance
 - List of modifications less likely to be pursued, with reasons
 - Identification of the Measurement and Verification (M&V) method required to evaluate effectiveness of the practical modifications when implemented
 - Identification of all capital intensive modifications that may require a higher level audit or engineering study to further quantify potential savings, which are outside of the scope of the BES audit.
7. Communicate behavior modification, scheduling, maintenance and other no-cost or low-cost opportunities with the customer. These opportunities should also be listed in the body of the energy auditor report.
8. Submit within **ten (10) business days** of completing the onsite audit, the energy auditor report and supporting documentation to **efficiencyPEI**.
9. Once the report has been verified, send the report to the customer via email for review within two (2) business days. The email shall include a PDF version of the report and attachments or links to the appropriate product worksheets required by the customer.
10. Within five (5) business days, the auditor shall follow up with the facility contact via telephone to discuss the body of the report. The SBEA shall ensure that the facility contact:
 - a. Understands the body of the report and EECMs suggested;
 - b. Understands the next steps to proceed with installation and rebates;
 - c. Is aware of rebate and financing options through the BES program;
 - d. Has the appropriate guidance in selecting products, services or a contractor/vendor to work with for their project;
 - e. Can discuss the obstacles or barriers that would prevent them from implementing the suggestions listed in the body of the report; and

f. Has access to the program website, contacts, content and resources.

11. Coordinate with **efficiencyPEI** for the electronic transfer of any and all files containing private/personal information. **efficiencyPEI** may at any time update the method of transferring personal information may at its sole discretion.

C1.6 Quality Assurance Requirements

All Service Providers will be required to adhere to any Quality Assurance (QA) protocols **efficiencyPEI** establishes within the BES service as applicable:

1. **efficiencyPEI** may perform QA audits on files submitted by the Service Provider. In general, QA audits are expected to be performed on 5% of all files submitted, at the sole discretion of **efficiencyPEI**. Files will be randomly selected for QA audits, but extra, or targeted files may be selected if **efficiencyPEI** wishes.
 - a. Coordinate with **efficiencyPEI** for the electronic transfer of any and all files containing private/personal information. **efficiencyPEI** may at any time update the method of transferring personal information at its sole discretion.
 - b. Any deficiencies identified by the QA audit will be brought to the attention of the Service Provider by **efficiencyPEI**. **efficiencyPEI** and the Service Provider will decide on the required actions needed to remedy the deficiencies and the length of time needed by the Service Provider to complete these actions. **efficiencyPEI** will follow up with the Service Provider to ensure the actions are completed within the specified time. If actions are not completed **efficiencyPEI** reserves the right to discontinue assessment subsidies for said Service Provider/SBEA until the actions have been completed.
 - c. If QA audits reveal recurring deficiencies following corrective actions taken by the Service Provider, **efficiencyPEI** reserves the right to discontinue audit subsidies for said Service Provider until QA audits demonstrate that identified deficiencies are no longer occurring.

C1.7 Pricing

efficiencyPEI services are to be kept cost-effective. As **efficiencyPEI** programs and services are evaluated on both overall budget and unit cost (\$/kWh), a higher number of businesses that achieve higher savings contribute to the success of programs. Compensation for delivery of the SBEA service is defined in the subsequent section.

C1.7.1 SBEA pricing

Deliverable	Compensation
Tier 1 Audit	\$600
Tier 2 Audit	\$1000
Tier 3 Audit	\$1400

Note: Assessment compensation includes a travel cost per file

C.2 Mandatory Technical Requirements

Proponents are to demonstrate the following qualifications and experience, as related to the Small Business Energy Auditor role. Please provide names and curriculum vitae of individuals within the Proponent’s company who will be involved in the management and delivery of this service. Proof of training will be considered when scoring Proponents, so including copies of certificates where applicable is beneficial.

Audits are broken down in three audit tiers; qualifications for auditors per tier are laid out as per the following. To be assigned audits within the different audit tiers, proponents must have the qualifications/experience outlined in the table below.

Proponents are to indicate which tier(s) they are proposing to do audits in.

Tier*	Common Measures	Common Building Type Examples	Qualification/Experience Requirements (minimum)
1	Lighting, HVAC, Laundry	Education (Primary & Secondary), Multifamily, Office, Retail, Warehouse, Entertainment/Public Assembly, Public Service, Residential, Parking, Banking/Financial	<ul style="list-style-type: none"> • 3 years relevant industry experience • CET training or equivalent would be an asset
2	Kitchen, Refrigeration, DHW	Healthcare, Restaurant/Bar, Hospitality, Warehouse/Storage	<ul style="list-style-type: none"> • 3 years relevant industry experience • Energy Sustainability/Systems Engineering Technology Diploma • B. Eng. • Certified Energy Manager or Auditor training would be an asset
3	Agricultural equipment, VFDs, Compressed Air, Pumping, and other Custom Measures	Manufacturing/ Industrial, Agriculture, Technology/Science, Education (Tertiary)	<ul style="list-style-type: none"> • P. Eng. • 5 years’ relevant industry experience • Certified Energy Manager or Auditor

*Tiers to be determined by efficiencyPEI

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

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

C.3 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.

Suggested Proposal Content for the Evaluation of Rated Criteria

C.3.1 RATED CRITERIA

C.3.1 Executive Summary
C.3.2 General Management and Reporting
C.3.3 Qualifications and Experience
C.3.4 Customer Experience
C.3.5 Sustainable Practises and Local Content

[C.3.1 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.

[C.3.2 General Management and Reporting](#)

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.

C.3.3 Qualifications and Experience

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

C.3.4 Customer Experience

Outline experience with customer service and approaches and/or processes used to ensure high quality service to clients. Describe any similarities to or differences from this project.

C.3.5 Sustainable Practices and Local Content

Describe the resources, approaches and/or processes in your proposal that include and promote sustainability.

Describe what resources, material and staffing, included in your proposal will be sourced locally to Prince Edward Island.

APPENDIX D – efficiencyPEI CUSTOMER SERVICE STANDARDS

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

1. COMMUNICATION & AVAILABILITY

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

2. ON-SITE VISITS

- 2.1. Scheduling
 - 2.1.1. General scheduling - Partners providing on-site service for Customers shall be responsible for creating and maintaining their own schedule. When necessary for Customer satisfaction, the Purchaser may request the Partner provide a special scheduling arrangement with a Customer.
 - 2.1.2. Off-hour appointments - It is expected that most on-site appointments shall be made during regular business hours, or as specified in the contract, however, if necessary, evening and weekend appointments may be included in an on-site visit schedule, at the Partners discretion.
- 2.2. Appointment delays – All efforts shall be made to arrive on time for an appointment. If an unforeseen and unavoidable circumstance, such as inclement weather, illness or vehicle break-down, will result in the Partner being late for an appointment, the

Partner shall contact the Customer as soon as possible to inform them of the delay, and if necessary, reschedule to a more convenient time.

2.2.1. Missed appointments - If the Customer is absent when the Partner arrives, the Partner shall contact the customer by phone, and leave a written note to notify the customer of timely arrival and provide the Partner telephone number for the Customer to re-schedule the appointment.

2.3. Completion time

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

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

3. PROBLEM RESOLUTION

3.1. Customer complaint procedure

3.1.1. The Purchaser shall establish written procedures for receiving, acting upon, and resolving complaints in relation to these Standards, and shall publicize such procedures on its website. These procedures shall describe a simple process by which any Customer may submit a complaint by telephone or in writing to the Purchaser regarding a disputed matter, or an alleged breach of any provision of these Standards or any terms or conditions of the Customer's contract or signed waiver with the Purchaser or its Partner, or reasonable business practices.

3.1.2. Within one business day of receiving a complaint, the Purchaser shall confirm receipt of the complaint with the Customer, communicate the next course of action and the next expected contact date.

3.1.3. All Partners involved in a complaint shall cooperate fully and promptly in the investigation by providing any documentation or other information requested during the investigation.

3.1.4. Within a reasonable period of time after completing the investigation, the Purchaser shall notify the Customer of the results of its investigation and its proposed resolution. The Purchaser shall also communicate with the Partner as to the findings of the investigation and when applicable, a plan to avoid a future similar concern.

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

4. SERVICES FOR CUSTOMERS WITH DISABILITIES

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

5. CUSTOMER PRIVACY

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

6. VERIFICATION OF COMPLIANCE/QUALITY ASSURANCE

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

7. OVERALL QUALITY OF SERVICE

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

APPENDIX E – PARTNER UNIFORMS TERMS AND CONDITIONS

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

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

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

Principles

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

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

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

Minimum Requirements

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

Partner uniforms must only be worn when conducting work on behalf of **efficiencyPEI**. Partners completing work on behalf of other organizations should remove or cover the **efficiencyPEI** partner logo with another article of clothing, when not performing work on behalf of **efficiencyPEI**.

Branding

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

Figure 1: Efficiency Brand Colors



Pantone PMS 300



Pantone PMS 335

Figure 2: Example Efficiency Partner Logo



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

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

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

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

Uniform Care

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

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

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