

GOVERNMENT OF PRINCE EDWARD ISLAND

**REQUEST FOR PROPOSALS
FOR**

Climate Change Risk Assessment

**Represented by: Department of Environment, Water and
Climate Change – Climate Change Section**

Request for Proposal Number:

5392

Date Issued:

November 18, 2019

Submission Deadline:

December 13, 2019

Tables of Contents

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....	3
1.1 Invitation to Proponents.....	3
1.2 RFP Contact.....	3
1.3 Type of Contract for Deliverables.....	3
1.4 RFP Timetable.....	3
1.5 Submission of Proposals.....	4
PART 2 – EVALUATION OF PROPOSALS	6
2.1 Stages of Evaluation.....	6
2.2 Stage I – Mandatory Submission Requirements.....	6
2.3 Stage II – Evaluation.....	6
2.4 Stage III – Pricing.....	7
2.5 Selection of Highest Scoring Proponent.....	7
2.6 Notification to Other Proponents.....	7
PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS	8
3.1 General Information and Instructions.....	8
3.2 Business Registration.....	9
3.3 Communication after Issuance of RFP.....	9
3.4 Execution of Agreement, Notification and Debriefing.....	10
3.5 Conflict of Interest and Prohibited Conduct.....	10
3.6 Confidential Information.....	11
3.7 Reserved Rights, Limitation of Liability and Governing Law.....	12
APPENDIX A – FORM OF AGREEMENT.....	14
APPENDIX B – SUBMISSION FORM.....	25
APPENDIX C – SUBMISSION PRICING FORM.....	28
APPENDIX D – RFP PARTICULARS.....	29
D.1 The Deliverables.....	29
D.2 Material Disclosures.....	29
D.3 Mandatory Technical Requirements.....	29
D.4 Rated Criteria.....	29

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

Proponents are cautioned to carefully read and follow the instructions set out in this Request for Proposals, as any variation from them may result in a proposal being rejected.

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Government of Prince Edward Island (“the Government”) as represented by the Department of Environment, Water and Climate Change to prospective Proponents to submit proposals for the provision of the conducting of a comprehensive climate change risk assessment for the Government of Prince Edward Island as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

The Department of Environment, Water and Climate Change has received approval to issue an RFP from interested, qualified Proponents to conduct a provincial risk assessment to identify and prioritize key risks focused on social, environmental, health, economic and cultural vulnerabilities to climate change.

1.2 RFP Contacts

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

Department Contact:

Kathleen Brennan

Special Projects Advisor

Department of Environment, Water, and Climate Change – Climate Change Section

Email: kmbrennan@gov.pe.ca

Procurement Contact:

Melanie Barlow

Procurement Officer, Department of Finance

Email: mbarlow@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 Government, other than the RFP Contacts 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 Government 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 ending June 30, 2021. The Government reserves the right to extend the agreement for a period of 6 months beyond the initial term.

1.4 RFP Timetable

Issue Date of RFP	18 November 2019
Deadline for Questions	27 November 2019
Deadline for Issuing Addenda	3 December 2019
Submission Deadline	13 December 2019 at 2pm Atlantic
Anticipated Execution of Agreement	1 February 2020

The RFP timetable is tentative only, and may be changed by the Government 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,
Room 27, 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 Government 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 Government'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 the following:

- 1) Include one (1) bound paper copies of the technical proposal and one (1) copy of the technical proposal saved as a Portable Document Format (PDF) on a virus-free USB flash drive, unless otherwise indicated.

Technical proposal packages should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponent. The file name on the electronic copy for the technical proposal should include an abbreviated form of the Proponent's name and RFP #.

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

- 2) In a sealed envelope which should be included in the sealed package, include one (1) hard copy of the financial proposal (completed response to **Appendix C – Submission Pricing Form**) and one (1) electronic copy of the financial proposal saved as a PDF or MS Excel on a USB flash drive.

Financial proposal envelopes should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the Proponent. The file name on the electronic copy for the financial proposal should include an abbreviated form of the Proponent's name and RFP #. Label the USB flash drive with 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 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 proposal.

The Government 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. Amendments 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 Government 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.

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

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

2.2 Stage I: Mandatory Submission Requirements

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

The Mandatory Submission Requirements are as follows:

2.2.1 No Amendment to Forms

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

2.2.2 Submission Form (Appendix B)

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

2.2.3 Submission Pricing Form (Appendix C)

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

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

The Government will review the proposals to determine whether the Mandatory Technical requirements as set out in the **RFP Particulars (Appendix D)** have been met. Proposals that do not comply with all of the Mandatory Technical requirements will be disqualified and not evaluated further.

2.3.2 Rated Criteria

The Government will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D)**. The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed further in the evaluation of rated criteria. Proponents who do not meet the minimum threshold score of the Total Points as indicated below, will not proceed to Stage III Pricing.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.4.2 - CORPORATE CRITERIA - A		
CC01 Executive Summary	50	25
CC02 Proponent Information	50	25
CC03 Proponent Experience	250	200
CC04 Comparable Project Experience	130	100

CC05 Achievement of Project Outcomes	80	60
CC06 Island Knowledge and Experience	40	20
Subtotal A	600	430
D4.3 - PROJECT CRITERIA - B		
PC01 Project Management	180	125
PC02 Project Risk Management and Mitigation	100	75
PC03 Added Value	20	N/A
Subtotal B	300	200
Stage III Pricing – (Appendix C – Submission Pricing Form)		
	100	70
Total Points	1000	700

2.4 Stage III – Pricing

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

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent will be ranked based on its total score. The Proponent with the highest score will be recommended to enter into the Agreement in accordance with Part 3. Upon Government’s approval to proceed and finalization of the Agreement with the Government, 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 Government with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

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 Government 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 Government.

3.1.7 Information in RFP Only an Estimate

The Government 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 Government

The Government 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 Government is under no obligation to provide additional information, and the Government 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 Government 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 Government, 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**. (<https://www.princeedwardisland.ca/en/tenders>). 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 Government and will be deemed to have read all posted addenda.

3.3.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.3.4 Verify and Clarify

During the evaluation process, the Government 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 Government 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 Government 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 Government'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 Government 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 Government with a Proponent, notification of the outcome of the Procurement process will be communicated to all Proponents who submitted a proposal.

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 ten (10) 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 Government may disqualify a Proponent for any conduct, situation or circumstance, determined by the Government, 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 Government may disqualify a Proponent, or terminate an agreement entered into if the Government, 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 Government, and then only in coordination with the Government.

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

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

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

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 Government. The confidentiality of such information will be maintained by the Government, 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 Government 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/sites/default/files/legislation/f-15-01_0.pdf

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 Government 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/sites/default/files/legislation/f-15-01_0.pdf

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of the Government

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

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Government 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 Government'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.

APPENDIX A – FORM OF AGREEMENT

NAME OF AGREEMENT

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

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by
the Minister of Environment, Water and Climate Change

(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 this Agreement;

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. "Term" – means the time frame outlined by the Contractor with work to be completed by June 30, 2021.

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__.

Should the Contractor require an extension, prior approval from the Government will be required.

- (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 will commence the performance of the Work as soon as possible.

Payments, Records and Accounts

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

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

Conditions of Agreement

5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor, or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act R.S.P.E.I. 1988, Cap. C-8* apply.

6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the Employment Standards Act R.S.P.E.I. 1988, Cap. E-6.2, the Workers Compensation Act R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employers' obligations. The Contractor agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.
- https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf
<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20AlcoholDrugandMedicationPolicy.pdf>
https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf
- (c) The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
- (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph, and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in 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.
10. Government shall provide such support, direction, decision and information to the Contractor as it deems necessary or appropriate under this Agreement and the contact for this Agreement will be:

Erin Taylor
Manager of Climate Change
Department of Environment, Water, and Climate Change

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 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;
 - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
 - (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than One Million (\$1,000,000.00 CAD) Dollars.
 - (c) Professional Liability insurance in an amount not less than Two Million (\$2,000,000.00 CAD) Dollars on a claims made basis, 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 six (6) years following completion of the Work.
 - (d) 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 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
 Environment, Water and Climate Change

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

The Department of Environment, Water and Climate Change, with funding support from the Climate Change Impacts and Adaptation Division (CCIAD) Program of Natural Resources Canada, is seeking a comprehensive, provincial risk assessment to identify and prioritize key risks focused on social, environmental, health, economic and cultural vulnerabilities due to climate change.

Objective

The objective of this project is to conduct a province-wide climate change risk assessment. Broadly, the aim will be to identify environmental, economic, health, social and cultural risks and events that may be induced or exacerbated by climate change, and to evaluate the magnitude of their consequences and the likelihood that they will occur, in order to implement successful adaptation measures over time as well as to identify potential new opportunities for the Province of Prince Edward Island.

Scope

The scope of the risk assessment will be province-wide (people, services, infrastructure), building from and integrating available information on climate change impacts including the draft regional chapter of the current national knowledge assessment process, recent work undertaken on coastal flood risk, and the Prince Edward Island Climate Change Adaptation Recommendations Report (2017). Additional information to enhance what is presently understood in the areas of coastal infrastructure, emergency management, and hazard mitigation may also be incorporated.

It is expected that the risk assessment will offer a preliminary understanding of the scale and extent of climate impacts on Prince Edward Island in relation to the adaptive capacity of the affected people/services/infrastructure with a focus on areas which have not previously been well-understood including:

- In-land physical infrastructure including roads, bridges, pedestrian and cycling infrastructure, water, wastewater and stormwater infrastructure, energy infrastructure (generation, transmission and distribution), parking lots, recreational facilities, waste management infrastructure, etc;
- Public health and safety including disease prevention (e.g. West Nile and Lyme disease; temperature-related morbidity and mortality; weather-related natural hazards; air quality; water-

and food-borne contamination; exposure to ultraviolet rays, mental health, etc) and reducing impacts on vulnerable populations;

- Natural areas and assets such as wetlands, forests, watercourses, ravines, conservation areas, groundwater, street trees and biodiversity;
- Agriculture and other climate-sensitive economic activity; and
- Recreation and tourism (all seasons).

Methodology

It is expected the project will be completed using a methodology, which may include qualitative or semi-quantitative approaches, aiming for consistency with ISO 31000 (2018) and ISO 14090 (2019) principles. Ideally, the project will follow the framework devised by Yukon Research Centre (2018) for a Balanced Risk Assessment and/or the *Strategic Climate Risk Assessment Framework for British Columbia* (2019) and draw on the experience of *Preliminary Strategic Climate Risk Assessment for British Columbia* (2019) to inform their approach.

The province-wide climate change risk assessment work is expected to:

- Integrate existing knowledge and results from previous work;
- Review historical records to determine trends for climate events and impacts;
- Develop provincially significant risk scenarios;
- Conduct key informant interviews or focus group discussions to conduct risk estimates;
- Seek regular guidance from the Project Team including their reaction and feedback to an interim report on initial findings;
- Deliver workshops with stakeholders to evaluate and prioritize identified risks;
- Collect information to establish current baseline data for identified risks and opportunities; and
- Prepare a final report that includes lessons learned related to the methodology used to undertake the risk assessment, an overall summary of findings from the risk assessment, as well as a prioritized list of identified risks and opportunities that takes into consideration adaptive capacity and ability to respond; and
- Complete a risk information library updated with important reference material used in the process.

The Department of Environment, Water and Climate Change will provide the Proponent with the following:

- historical records to determine trends of climate events and impacts, including community recollections and records, online information such as newspapers and other data sources;
- technical data and climate projections from provincial, federal and international sources; and
- contacts for expert or knowledgeable opinions.

Key Tasks and Proposed Timing

The key tasks and proposed timing for the completion of each stage of work is as follows:

Tasks	Major Milestones	Proposed Timeframe
Project Launch	<ul style="list-style-type: none"> • The Proponent will meet with the project team to discuss project scope and objectives. They will review core documents to become familiar with the available technical data, climate projections, and complementary studies and the infrastructure, services and people which should inform their focus and approach. Technical data, studies and reports 	December 2019

	will be provided to the consultant team once the contract is awarded.	
Preliminary Analysis	<ul style="list-style-type: none"> • The Proponent will define the climate related hazards including the potential risks that may cause harm, in terms of loss of life, injury, damage to property, monetary losses to the community, cultural effects or impacts on the environment for review with the project team. • Risk scenarios will be developed and a preliminary analysis completed for each event, showing initial estimates of potential losses and frequency. • Baseline information will be collected, or plans put in place to collect additional baseline information. • Additional analysis of people or groups who might be affected by the risks will be completed. • An outline of a communications plan for affected people or groups will be developed. • Stakeholder communications are initiated. • A risk information library will be started and important reference material documented and stored. 	January – June 2020
Risk Estimation	<ul style="list-style-type: none"> • Estimates of frequency and consequences of risk scenarios will be created, in a format that is easy to understand by non-experts. Estimates will be expected to consider sub-categories, such as social, economic, environmental and cultural aspects using a consensus approach. • Acceptance and perceptions of risk by stakeholders for each estimate, or reasons for nonacceptance, based on dialogue with the stakeholders will be carefully documented. • Adaptive capacity of the affected sector/group/ecosystem will be assessed and documented to assist with subsequent risk evaluation and prioritization. • Prepare an interim report for reaction and guidance from the Project Team on initial findings. • Risk information library updated and important reference material is documented and stored. 	June 2020 – December 2020
Risk Evaluation	<ul style="list-style-type: none"> • The Proponent will use an acceptable process for comparing and ranking each risk scenario. • Risk estimates will be evaluated in terms of probability, consequence, with some sense of costs and benefits, as well as adaptive capacity. • Risks will be ranked or prioritized. • Meaningful dialogue will occur with stakeholders about acceptability of risks. 	January 2021 – April 2021

	<ul style="list-style-type: none"> • Where possible, the Proponent will build ideas for adaptation planning into this process. • Unacceptable risks identified. • Risk information library updated and important reference material is documented and stored. 	
Preparation of Final Report	<ul style="list-style-type: none"> • The results of this work will be submitted in one final report and a complete risk information library securely online or by USB to the Province. The final report will include graphic layout with all required maps, risk matrices, data, graphs and images to communicate the findings effectively to policy makers. 	April 2021 – June 2021
Report Dissemination	<ul style="list-style-type: none"> • The results of this work will be shared internally and externally as appropriate, and be made available publicly. 	June 2021

This project is anticipated to include some external consultation and further data analysis to offer an assessment that is applicable beyond the Government of PEI. It is expected that this will produce a prioritized list of risks based on explicit consideration of the probability and consequences of climate change impacts and include consideration of the potential capacity and effectiveness of adaptation in reducing risks. The Government of PEI will be seeking an iterative process from the contractor with a view that steps could be revisited if new information becomes available.

Experience coordinating meaningful engagement with Indigenous communities that facilitates the integration of Indigenous knowledge, values, and perspectives into the activities of the project will be an asset. To this end, the Proponent may be expected to adhere to OCAP principles and to provide collaborative, inclusive, and meaningful Indigenous involvement in the project, should desired involvement be expressed.

Key Deliverables

The key deliverables of this project will be:

1. A final report which synthesizes existing scientific, technical and practitioner knowledge and offers risk estimation and prioritization in a way that is easy to understand by non-experts, which may include graphical layout, risk matrices, maps, data, graphs and images to communicate the findings effectively to policy makers and stakeholders.
2. A risk information library (online website or USB key with all reference material and data used in the study) created throughout the process for future reference.

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

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

B.2 Offer

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

B.3 Mandatory Forms

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

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

B.4 Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in the **Pricing Form (Appendix C)**. The Proponent confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.5 Addenda

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

B.6 No Prohibited Conduct

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

B.7 Conflict of Interest

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Government 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 Government within twelve (12) months prior to the Submission Deadline.

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

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

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

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

B.8 Proposal Irrevocable

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

B.9 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal.

The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Government to the advisers retained by the Government to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 EXECUTION OF AGREEMENT

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

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM

1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges.
- (c) Rates quoted for the project should not be a range amount. A fixed price for the proposed services is required.

2. Evaluation of Pricing

Pricing is worth one hundred (100) points of the total score.

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

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

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

Pricing Form

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

The maximum budget associated with this project is \$150, 000 (CDN), inclusive of all fees, expenses and applicable taxes; proposals in excess of the maximum budget will not be considered.

APPENDIX D – RFP PARTICULARS

D.1 The Deliverables

The key deliverables of this project will be a final report which synthesizes existing scientific, technical and practitioner knowledge and offers risk estimation and prioritization in a way that is easy to understand by non-experts, which may include graphical layout, risk matrices, maps, data, graphs and images to communicate the findings effectively to policy makers. A risk information library will also be created throughout the process for future reference.

The goal of the risk assessment is to enable the provincial government to compare the likelihood and consequences of different provincially significant climate-related risks; compare those with other risks including adaptive capacity; develop a prioritization of identified risks; and identify potential situations where current response capacity may be exceeded.

D.2 Material Disclosures

The objective of this project is to conduct a province-wide climate change risk assessment. Broadly, the aim will be to identify environmental, economic, health, social and cultural risks and events that may be induced or exacerbated by climate change, and to evaluate the magnitude of their consequences and the likelihood that they will occur, in order to implement successful adaptation measures over time as well as to identify potential new opportunities for the Province of Prince Edward Island.

That said, it is recognized that though the project will be developing scenarios for select risks from climate impacts, all climate risks that could be assessed might have provincially significant consequences. Moreover, this project will be assessing risks in isolation despite that many risks are interrelated.

The Government is open to the Proponent using expert judgment when information is unavailable. Given the broad nature of the project, it is expected that the results may not represent local risks and therefore may not be used to inform local decisions. The Proponent will identify such limitations throughout their work and indicate where assumptions are made.

D.3 Mandatory Technical Requirements

N/A

D.4 Rated Criteria

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

D.4.1 RATED CRITERIA

The evaluation committee will evaluate proposals according to these types of evaluation criteria, the details of which are in separate sections below:

D4.2 Corporate Criteria

D4.3 Project Criteria

D4.4 Price Criterion

D.4.1.1 Minimum Threshold

Note that some criteria have a minimum threshold. This means that if Government assigns a score that is less than the minimum threshold for any of these criteria at any stage of the evaluation, Government will, in its sole and absolute discretion, reject the complete proposal and not evaluate it further. Each criterion or group of criteria clearly indicates whether a minimum threshold applies to it.

D.4.1.2 Proposal Format

Although the proposal format is not critical, Government expects that each proposal have the following structure:

- A separate, easily identifiable section for each criterion
- Criterion number clearly identified in each section
- Criteria and criteria sections arranged in the order they appear below
- Other supporting material that the Proponent feels significant either before or after the criteria sections.

D.4.1.3 Sufficient Detail

Proponents must ensure that the information they provide includes sufficient detail so that Government can assess the suitability in the areas indicated. Criteria include Government's expectations for how the Proponent should demonstrate suitability.

D.4.2. Corporate Criteria

D.4.2.1. Corporate Criteria Scoring

The evaluation committee will use this process to score each corporate criterion in Table D.4.2.B:

- Examine the proposal section corresponding to that criterion.
- Determine the level of compliance (i.e. Seriously Deficient, Acceptable, Good, Excellent) according to the level definitions for that criterion in Table D.4.2.A.
- Calculate the score by multiplying the maximum possible score for that criterion from the MAX POINTS column of Table D.4.2.B by the percentage corresponding to the level of compliance in Table D.4.2.A.

There is a minimum threshold of 430 points (out of 600) for Corporate Criteria. The proposal will not be evaluated any further if the proposal does not meet this minimum.

Table D.4.2A: Scoring for Corporate Criteria

%	Summary	Description
81-100	Excellent	Response that surpasses requirements
61-80	Good	Response that fully meets requirements
41-60	Acceptable	Response that meets basic requirements with acceptable risk
0-40	Seriously Deficient	Response deficient in many areas; poses serious problems

Table D.4.2.B: Corporate Criteria (CC)

CRITERIA	MAX POINTS
<p>Criterion CC01: 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.</p>	50
<p>Criterion CC02: Proponent Information Provide the name, address, and account representative to the Government for the duration of this contract, specifically: Organization Name: Physical Address of Office submitting the proposal: Account Representative Name: Account Representative Email: Account Representative Phone Number: National Office Address (if any):</p>	50
<p>Criterion CC03: Proponent Experience The Government requires that Proponents have substantial experience, education and/or training in the following key areas of expertise:</p> <p><i>Risk management</i></p> <ul style="list-style-type: none"> • Experience in a risk management-related role, applying risk management tools, techniques, and/or methods to identify, analyse, assess, mitigate, and monitor risks. • Canadian Risk Management (CRM) designation, certificate in risk management, enterprise risk management or equivalent is considered an asset. <p><i>Facilitation and stakeholder engagement</i></p> <ul style="list-style-type: none"> • Experience in a facilitation and stakeholder engagement-related role, applying collaborative and/or facilitation tools, techniques, and/or methods to engage with clients and/or stakeholders to solicit information, identify priorities, and develop recommendations. • Certified Professional Facilitator (CPF) designation, certificate in facilitation or public engagement, or equivalent is considered an asset. <p><i>Climate science</i></p> <ul style="list-style-type: none"> • Experience in a climate science-related role, applying climate change information, models and/or projections to identify and analyse effects of climate change on new or existing hazards. • Graduate degree in climate or environmental science or equivalent is considered an asset. <p><i>Project management</i></p> <ul style="list-style-type: none"> • Experience initiating, planning, executing, monitoring, and successfully closing projects, including experience with complex and multifaceted projects involving multiple stakeholders. • Project Management Professional designation, certificate in project 	250

management, or equivalent is considered an asset.

Provide a list detailing the following information for each member of the Proponent project team:

A. Name:

B. Primary role and responsibilities:

C. Secondary role and responsibilities:

D. Key area(s) of expertise directly corresponding with primary (and secondary, if applicable) roles and responsibilities:

- Cumulative experience (in calendar years and months) for each listed area of expertise:
- Education (in academic or professional degrees, diplomas, certifications, etc.) in each listed area of expertise:

E. Name of designated back-up employee:

Provide a separate resume for each project team member and each designated back-up employee, confirming and providing additional details regarding the cumulative experience (in calendar years and months) and education/training (in academic or professional degrees, certificates, certifications, etc.) in the abovenoted areas of expertise.

Seriously Deficient:

- Primary roles of Proponent team do not cover all key areas of expertise; OR
- All team members do not have at least 3 years' experience directly corresponding with their primary role; OR
- Back-up employees not identified for all team members.

Acceptable (minimum threshold):

- Primary roles of proponent team cover all key areas of expertise; AND
- All team members have at least 3 years' experience directly corresponding with their primary role; AND
- A majority of team members have completed education or training directly corresponding with their primary role; AND
- Back-up employees identified for all team members.

Good – As in Acceptable, plus

- A majority of team members have over 5 years' experience directly corresponding with their primary role; AND
- All team members have completed education or training directly corresponding with their primary role; AND
- A majority of team members have completed professional certifications or graduate-level education directly corresponding with their primary role; AND
- A majority of back-up employees have at least 3 years' experience corresponding with their primary role AND have completed education or training directly corresponding with their primary role.

Excellent – As in Good, plus

<ul style="list-style-type: none"> • All team members have over 5 years’ experience directly corresponding with their primary role; AND • All team members have completed professional certifications or graduate level education directly corresponding with their primary role; AND • All back-up employees have at least 3 years’ experience corresponding with their primary role AND a majority have completed professional certifications or graduate-level education directly corresponding with their primary role. 	
<p>Criterion CC04: Comparable Project Experience</p> <p>The Government requires that Proponents possess substantial and recent (within the past 5 years) experience in leading and executing risk assessment projects, particularly with respect to the following:</p> <ul style="list-style-type: none"> • Experience with all aspects of the risk management process, as defined in ISO 31000 or other comparable standard (e.g. hazard identification, exposure and vulnerability analysis, risk assessment/evaluation, risk treatment/control, risk monitoring, etc.). • Experience with risk assessment projects of a scope and complexity comparable to this project, specifically: <ul style="list-style-type: none"> ○ Projects for large (500 or more employees) and complex (5 or more branches/divisions) client organizations; ○ Projects for public sector organizations (federal, provincial/territorial, municipal, First Nations governments or other government entities); ○ Projects that focus primarily on assessing and mitigating risks associated with climate change and climate hazards including assessing adaptive capacities. • Experience directly engaging client staff/stakeholders in the risk management process through facilitation and engagement activities (tools, techniques, or methods) that: <ul style="list-style-type: none"> ○ enable the fulsome participation of relevant staff or stakeholders in all phases of the risk management process (particularly with respect to risk assessment and risk treatment); ○ are tailored to the unique structure and circumstances of client organization and the project; ○ inform the risk management process in a manner that improves the quality of project results. • Experience coordinating meaningful engagement with Indigenous communities that facilitates the integration of Indigenous knowledge, values, and perspectives into the activities of the project will be an asset. To this end, the Proponent may be expected to adhere to OCAP principles and to provide collaborative, inclusive, and meaningful Indigenous involvement in the project, should desired involvement be expressed. <p>Provide a brief summary (1 page or less, for each project) of up to five risk assessment projects that best illustrate the proponent’s ability to meet the above requirements, including, for each:</p> <p>A. A description of the contract, including the duration of the contract (please indicate calendar dates and years/months of work), project objectives and deliverables, and the role(s) of the project team member(s) involved, and a</p>	<p>130</p>

<p>basic description of the client organization.</p> <p>B. A description of the risk management process applied in each project, and how this process aligned with ISO 31000 or other comparable risk management standards.</p> <p>C. A description of why each project is comparable in scope and complexity to this project.</p> <p>D. A description of how client staff/stakeholders were engaged in the risk management process, what specific facilitation and engagement activities were used, and how these activities improved project results.</p> <p>E. A description of how adaptive capacity of a sector/group/physical environment was assessed.</p> <p>Seriously Deficient:</p> <ul style="list-style-type: none"> Completed less than 2 risk assessment projects for large and complex organizations and less than one project focused specifically on climate risk; OR Does not clearly and logically describe the risk management process applied in the project and its alignment with established risk management standards. <p>Acceptable (minimum threshold)</p> <ul style="list-style-type: none"> Experience with 2 or more risk assessment projects for large and complex organizations, at least one of which focused specifically on climate risk; AND Clearly and logically describes the risk management process applied in each project and its alignment with established risk management standards; AND describes how risk management processes were tailored to the unique context of each project and client organization; AND Describes at least three specific examples of the facilitation and engagement activities used for projects; AND Provides a clear rationale for why each facilitation and engagement activity was most suitable in the context of the project. <p>Good – As in Acceptable, plus</p> <ul style="list-style-type: none"> Experience with 3 or more risk assessment projects for large and complex public sector organizations, at least two of which focused specifically on climate risk; AND Experience with at least three risk assessment projects for large and complex public sector organizations, at least one of which focused specifically on climate risk; AND Details how climate hazards, climate risk, and adaptive capacity were addressed and integrated into the management processes applied; AND Describes how each facilitation and engagement activity improved the quality of the risk assessment and the implementation of risk treatments/controls. <p>Excellent – As in Good, plus</p> <ul style="list-style-type: none"> Experience with at least five risk assessment projects for large and complex public sector organizations, at least three of which focused specifically on climate risk; AND Describes at least five specific examples of facilitation and engagement activities 	
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used for projects.	
<p>Criterion CC05: Achievement of Project Outcomes</p> <p>The Government requires that Proponents have experience achieving successful project outcomes, as demonstrated by:</p> <ul style="list-style-type: none"> • Substantive actions by the Proponent in response to information or recommendations emerging from risk assessment results (via senior management communications to staff, integration of results into strategic plans, annual plans, etc.); AND • Implementation of risk treatment plan and/or risk controls that result in substantive changes in the client organization (via changes to organizational policy, processes, operations, structure, etc.). <p>Furthermore, the Government requires that Proponents provide a reference to confirm client satisfaction with the Proponent’s work on the project, including: positive affirmation of Proponent’s skills, knowledge, and professionalism, ability to establish effective working relationships with client staff and stakeholders, and the client’s general satisfaction with project outcomes.</p> <p>Provide:</p> <ol style="list-style-type: none"> A. For two of the risk assessment projects described in Criterion CC03, a brief description (1 page or less, for each project) of how that project achieved successful outcomes. B. A reference from the client organization for one of these projects. Please include: <ul style="list-style-type: none"> Name: Title: Organization: Address: Email: Phone number: <p>Seriously Deficient:</p> <ul style="list-style-type: none"> • Proponent does not describe how successful outcomes were achieved for two projects described in Criterion CC03; OR • Proponent does not provide a reference. <p>Acceptable (minimum threshold):</p> <ul style="list-style-type: none"> • Proponent provides examples from Criterion CC03 for two risk assessment projects completed for large and complex organizations, at least one of which focused specifically on climate risk; AND • Proponent describes at least one specific and detailed example of a successful project outcome for each project; AND • Proponent provides a client reference that confirms general satisfaction with proponent’s work on the project. <p>Good – As in Acceptable, plus</p> <ul style="list-style-type: none"> • Proponent provides examples from Criterion CC03 for two risk assessment 	<p>80</p>

<p>projects completed for a large and complex public sector organizations, at least one of which focused specifically on climate risk; AND</p> <ul style="list-style-type: none"> Proponent describes at least two specific and detailed examples of a successful project outcome for each project. <p>Excellent – As in Good, plus</p> <ul style="list-style-type: none"> Proponent provides examples from Criterion CC03 for two risk assessment projects completed for large and complex public sector organizations, both of which focused specifically on climate risk; AND For each project, proponent describes at least three specific and detailed examples of successful project outcomes. 	
<p>Criterion CC06: Island Knowledge and Experience</p> <p>The Proponent should provide information related to the following:</p> <p>A. Knowledge of specific challenges and opportunities related to the work or service area described in this RFP. Provide information regarding how you would deal with such challenges and opportunities in completing the proposed work or services (20 points); and</p> <p>B. Experience working in rural, coastal, island communities or sites similar to the work or service areas included in this RFP. Provide information regarding specific similarities and differences (20 points).</p> <p>C. Experience coordinating meaningful engagement with Indigenous communities that facilitates the integration of Indigenous knowledge, values, and perspectives into the activities of the project will be an asset. To this end, the Proponent may be expected to adhere to OCAP principles and to provide collaborative, inclusive, and meaningful Indigenous involvement in the project, should desired involvement be expressed.</p>	40
<p>Corporate Criteria, max points total</p> <p><i>Minimum threshold Points for Corporate Criteria – 430 Points</i></p>	600

D4.3. Project Criteria

The evaluation committee will use this process to score each project criterion in Table 4.3.B:

- Examine the proposal section corresponding to that criterion.
- Determine the level of compliance (i.e. Seriously Deficient, Acceptable, Good, Excellent) according to the level definitions for that criterion in Table 4.3.B.
- Calculate the score by multiplying the maximum possible score for that criterion from the MAX POINTS column of Table 4.3.B by the percentage corresponding to the level of compliance in Table 4.3.A.

There is a minimum threshold of 200 points (out of 300) for Project Criteria. The proposal will not be evaluated any further if the proposal does not meet this minimum.

Table 4.3.A: Scoring for Project Criteria

%	Summary	Description
81-100	Excellent	Superlative response that surpasses requirements
61-80	Good	Sound response that fully meets requirements

41-60	Acceptable	Acceptable response that meets basic requirements with acceptable risk
0-40	Seriously Deficient	Response deficient in many areas; poses serious problems

Table 4.3.B: Project Criteria (PC)

CRITERIA	MAX POINTS
<p>Criterion PC01: Project Management</p> <p>The Government requires that this project follow a detailed workplan and timeline that:</p> <ul style="list-style-type: none"> Clearly identifies a clear methodology and logical sequence of milestones and tasks to meet each deliverable. Clearly identifies project inputs and resources, including an estimate of hours worked for each member of the proponent project team. Includes clear indicators for evaluating progress (e.g. # of departmental staff identified for interviews; # of departmental staff interviewed, etc.) towards the completion of project objectives. <p>Provide a workplan, methodology, and time-table based on the schedule of deliverables outlined in Appendix A, Schedule A, that:</p> <ol style="list-style-type: none"> Shows how the contract deliverables described in the scope of work will be completed by the dates identified with each, and include any additional milestones or deliverables, such as any specialized consultations that may be needed to ensure the successful completion of project objectives. Describes the tasks to be completed, with each task's start and end dates, deliverables associated with each task, the proponent team member assigned to lead the completion of that deliverable, and an estimate of the number of hours required to complete each deliverable. Approximately defines when, for what purpose, how many and for how many hours government personnel will be involved. <p>Seriously Deficient: Workplan and Timeline not provided.</p> <p>Acceptable (minimum threshold): Workplan and Timeline provided that clearly describes specific tasks and identifies start and end dates for work on all deliverables.</p> <p>Good: As in acceptable, but with proponent team leads identified and an estimate provided for the number of work hours required (total, for all team members) for each deliverable.</p> <p>Excellent: As in Good, but with additional details regarding when, how, and for how many hours government personnel will be involved.</p>	<p>180</p>
<p>Criterion PC02: Project Risk Management and Mitigation</p> <p>The Government requires that the Proponent considers project risks that could affect the successful completion of this project, and provides a reasonable plan to address</p>	<p>100</p>

<p>these risks through specific measures.</p> <p>Provide a project plan that:</p> <ul style="list-style-type: none"> A. Clearly identify and succinctly articulate key areas of project risk that may affect the timely completion of the risk assessment process, the components of the project that may be affected and the timing of these risks, and why these risks are significant; B. Propose specific measures to mitigate project risks that are feasible, logical, and effective for the scale and scope of the project. <p>Seriously Deficient: No project risk management plan provided.</p> <p>Acceptable (minimum threshold): Project risk management plan provided that identifies less than three areas of project risk and proposes specific measures to mitigate each of these risks.</p> <p>Good: Project risk management plan provided that identifies three or more areas of project risk and proposes specific measures to mitigate each of these risks AND provides supplementary details as to how each of these measures will be integrated into the project.</p> <p>Excellent: Project risk management plan provided that identifies five or more areas of project risk and proposes specific measures to mitigate each of these risks AND provides supplementary details as to how each of these measures.</p>	
<p>Criterion PC03: Added Value</p> <p>‘Added value’ is the realization of additional benefits beyond the inherent worth of a good or service. Some examples for services include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.</p> <p>Describe the aspect(s) of your proposal believed to result in notable added value for this project and/or Government as a whole.</p>	20
<p>Project Criteria, max points total</p> <p><i>Minimum threshold Points for Project Criteria – 200 Points</i></p>	300