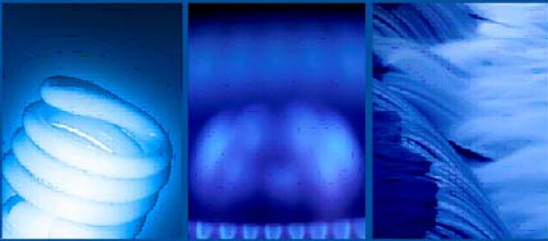


util-assist

utility strategic operational assistance



Request for Proposal
Smart Meter Installation
Services
RFP#: 2008-1024
October 24, 2008

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Section 1: Introduction

1.1 Background

Cornerstone Hydro Electric Concepts (CHEC) members have been working collaboratively through the planning and preparation stages for the Smart Meter Initiative. The CHEC Group is an association of electricity distribution utilities modeled after a cooperative to share resources and proficiencies as the Ontario electricity industry continues its transformation.

The mission of the CHEC Group is to be recognized as the premier LDC Cooperative in the province, by meeting or exceeding member expectations through the sharing of services, opportunities, knowledge and resources. The values of the CHEC Group include the sharing of resources, both intellectual and technical, enabling members to deliver value to their customers and shareholders ensuring competitiveness in the marketplace. Together the mission and value statements represent lofty but attainable goals for the CHEC Group.

Collaboratively the CHEC group represents more than 110,000 residential end points in Ontario and is comprised of the following member utilities:

Centre Wellington Hydro Ltd.	Orangeville Hydro Limited
COLLUS Power Corp.	Orillia Power Distribution Corporation
Grand Valley Energy Inc.	Parry Sound Power Corporation
Innisfil Hydro Distribution Systems Ltd.	Rideau St. Lawrence Distribution Ltd.
Lakefront Utilities Inc.	Wasaga Distribution Inc.
Lakeland Power Distribution Ltd.	Wellington North Power Inc.
Midland Power Utility Corporation	Westario Power Inc.

CHEC members wish to procure Installation Services from a qualified Bidder at a firm, fixed price; this documentation sets out the procedural and technical requirements of CHEC for its Advanced Metering Infrastructure (AMI) System Installation service requirements.

1.1.1 Provincial Mandate

As part of its energy conservation effort, the Ontario government has made a commitment to replace all existing meters (5 million) with smart meters by 2010. Phase One utilities have fulfilled their commitments to install 1 million smart meters by Dec 31, 2007 which assisted the government in exceeding their interim goal of 800,000 by Dec 31, 2007. Focus now shifts to the Phase Two implementation of a Smart Meter Network.

The underlying premise behind the provincial mandate to install these meters is to educate customers on their consumption habits and implement new rate structures that will encourage load shifting, and the conservation of energy.

1.1.2 The CHEC Approach to Smart Metering

With respect to the Provincial government's Smart Metering Initiative, CHEC has taken a collaborative approach to becoming educated on this mandate by working with other Ontario utilities and advocacy groups. CHEC hopes to evaluate Bidders as objectively as possible with the end goal of selecting the best-fit service provider for implementation services, thereby allowing CHEC to achieve their goals, as well as those of the provincial smart meter mandate.

Along with satisfying the provincial mandate of measuring “how much electricity a customer uses each hour of the day, and to use that data to charge customers an energy price that varies depending on when the electricity was consumed” (OEB Smart Meter Plan; January 26, 2005; page i); CHEC will also implement the Smart Meter Network to improve overall efficiency within the associated service territories.

Real time connectivity with the end use consumer through the installed networks will allow for improvements in the maintenance and management of the distribution network (i.e. improved outage management and restoration) and the utilization of existing infrastructure (e.g. Fibre) where available, will allow for cost effective implementation of these systems.

1.1.3 AMI Terminology

For the purposes of this procurement process, CHEC have opted to utilize the terminology as defined by the Ministry of Energy in their *Functional Specification for an Advanced Metering Infrastructure Version 2* (dated July 5, 2007), Section 3, *Definitions*. For reference, this document has been included herein as Appendix “A”. Any additional terms that have been utilized in this document, which have not been defined in the aforementioned document, which may require clarification, have been defined in Section 1.1.4 *Other Terms*.

1.1.4 Other Terms

1. **Route Acceptance** shall refer to the process by which CHEC accepts an existing meter reading route as having been 100% saturated with the AMI being installed through this RFP. Route Acceptance is the process which definitively determines whether the responsibilities of the Installation Vendor (being procured through this document) have been achieved.
2. **Bidder** shall refer to the vendor proposing a solution to this RFP document by submission of a Proposal.
3. **Costs and Price**. Within this document, the terms “Costs” and “Price” are used interchangeably, and should be interpreted as including conversion costs, life-cycle costs, etc. Bidder should be sure to provide details regarding the amount charged for the given commodity or service.
4. **Proposal** shall mean the Bidder’s written response provided to CHEC in accordance with this RFP. The Proposal shall include all written material submitted by Bidder as of the date set forth in the Key Dates (Section 2.1 *Key Dates*).
5. **Unsafe Meter** shall mean meters, meter bases, or other infrastructure which creates an electrically unsafe situation for the meter installer or for the general public. This can include situations where access to the meter for the purpose of meter exchange poses a safety risk (i.e. confined spaces). The manner in which Unsafe Meters are to be dealt with has been detailed in Section 3.2.2 *Unsafe Meter Bases*.
6. **Refused Access** shall refer to situations where the customer is present at the location where a meter exchange is required, but refuses access to the meter. It is expected that the Installer would accommodate unique situations such as Refused Access through the policies and procedures which CHEC have requested in Section 7: *Customer Communications*.
7. **Non Installable Account** is the “Comment Code” or “Note” that will be used by the Bidder to indicate that a meter installer has visited a premise (3) times and utilized telephone scheduling attempts two (2) times, and has not been successful at installing a meter. In this case the meter exchange service order can be returned to CHEC for resolution with no associated implications for not meeting installation targets.
8. **Installer** shall refer to the successful Bidder. The term Installer will be used when stating future requirements, to be performed only by the successful Bidder.

9. **Field Service Representative** or **Field Service Personnel** shall refer to the employees of the Installer which are actually performing the work, and which are monitored by the Installer to ensure proper protocols are followed.
10. **Contractor** shall refer to the Electrical Contractor retained by CHEC for upgrading infrastructure, and performing any other services beyond the scope of this document.

1.2 Description of Environment

Please refer to CHEC_InstallationRFP_PricingSheet_Oct2008.xls for details regarding customer count, meter count, etc.

Section 2: Instructions to Bidders

This Request for Proposals (RFP), establishes the system products and services that CHEC wishes to acquire. This bid document is the basis upon which CHEC seeks firm proposals from selected Bidders and upon which proposals will be evaluated. The documents are:

- This RFP (a pdf document), including Appendices that are integral to it.
- CHEC_InstallationRFP_PricingSheet_Oct2008.xls, a Microsoft Excel workbook. This file contains scoring criteria, the compliancy signoff sheet that is to be printed and included with the response, and tabs that allow for entry of pricing information. This workbook will heretofore be referred to as the Pricing and Compliancy spreadsheet.

2.1 Key Dates

Below is the expected timeline that CHEC will be following during the evaluation of submitted proposals. As can be seen, it is the intention of CHEC to make its decision by December 19, 2008. This time line will allow for contract negotiation and signing, so that installation can begin according to the anticipated start date of February 2, 2009.

Installation Services RFP released by CHEC :	October 24, 2008
Intention to bid:	October 31, 2008
Final Questions Due:	November 7, 2008
Answers to Questions:	November 14, 2008
Closing Time (Proposals Due):	3:00 pm; November 21, 2008
Proposal Decision:	December 19, 2008
Anticipated Start Date:	February 2, 2009
Required Project Completion Date:	April 30, 2010

2.2 Intention to Bid

Recipients of this RFP are asked to inform CHEC of their intention to bid, by completing the template form found in Section 2.15 *Proposal Forms*, and by submitting this form by the date shown in Section 2.1 *Key Dates*. Recipients that express intention to bid will be included in all correspondence (if any) during the bidding process. Please provide full contact information and expression of intention via the provided form to the CHEC contact named in Section 2.4 *Submission of Bids*.

2.3 Components of Service

It is the intent of CHEC to procure a turn-key solution. Strategic alliances may be formed to provide a turn-key solution, or Bidders may be interested in performing only certain components of the project. Bidders are asked to clearly indicate which components of the Project are being bid.

CHEC reserves the right to award some, none, or all of the components through this process to one or many Bidders.

2.4 Submission of Bids

Proposals submitted in response to this RFP will be submitted by 3:00 PM Eastern Time on November 21, 2008 (the due date, as per Section 2.1 *Key Dates*) to:

Smart Meter Installation Services Request For Proposals



Attn: Ms. Ruth Tyrell
CHEC Group
c/o Orangeville Hydro
400 C Line
Orangeville, ON L9W 2Z7

Bidders are requested to submit bids that are complete and unambiguous without the need for additional explanation or information. CHEC reserves the right to make a final determination as to whether a bid is acceptable or unacceptable solely on the basis of the bid as submitted, and proceed with bid evaluation without requesting further information from any Bidder. If CHEC deems it desirable and in its best interest, CHEC may, in its sole discretion, request from any Bidder or Bidders additional information clarifying or supplementing any submitted bid.

Proposals received after the due date will remain unopened and will not be considered for selection. CHEC does not currently plan to grant extensions of the proposal due date, but reserves the right to do so. In the unlikely case that an extension is granted, notice of such extension will be provided to all Bidders at least one week prior to due date. Proposals will be submitted in hard copy to the street address above. All Proposals will remain the property of CHEC members.

2.4.1 Submission Requirements

- 1) A complete Proposal will consist of one (1) original and thirteen (13) copies complete with all supporting data, and one (1) electronic soft copy complete with all supporting data.
- 2) Accompanying the Bidder's response document should be the Proposal Form provided in Section 2.15 *Proposal Forms*.
- 3) The required format of the Bidder's response document is outlined in Section 2.4.3 *Proposal Format Instructions*.
- 4) The Pricing and Compliancy spreadsheet will allow for the Bidder to enter their pricing information in a standard format, as well as allow the Bidders to attest to their company's compliancy with the appropriate Health and Safety Requirements. Failure to properly complete this document is grounds for disqualification, as highlighted in Section 2.4.4 *Grounds for Disqualification*.
- 5) The original hard copy shall be clearly identified as "ORIGINAL"; the remainder (i.e. thirteen copies) shall be marked as "COPY". In the event of discrepancy between the copies of the Proposal Submission, the one marked "ORIGINAL" shall prevail. Each Bidder's submission shall consist of the required documents with the required number of copies of all commercial information, including pricing, terms and conditions and exceptions (if applicable). Faxed or late Proposals will not be accepted. Proposals must be sealed and marked clearly quoting the Proposal Number referred to on the cover sheet of the Proposal Documents. The use of any means of delivery of a Proposal shall be at the risk of the Bidder.
- 6) Any Bidder wishing to provide additional information other than what is requested in the RFP Document must place such additional information in a separate envelope marked Additional Information attached to the outside of the Proposal envelope. Any Additional Information or any unsolicited value-added alternatives may, in CHEC's absolute discretion, be given due consideration, or not.
- 7) CHEC shall not be liable for, nor shall it reimburse any Bidder for costs incurred in the preparation of Proposals, or any other services or samples that may be requested as part of the evaluation process.
- 8) The Proposal Forms shall be signed under the Corporate Seal of the Bidder, by the duly authorized signing officer(s). All submitted pages shall be initialled by such officer(s).

2.4.2 Pricing and Compliancy Spreadsheet

A Microsoft Excel workbook has been provided with this pdf document (entitled CHEC_InstallationRFP_PricingSheet_Oct2008.xls). The following tabs are included within this Pricing Spreadsheet:

- i) CHEC_BidderCompliancy: This tab requires completion by the Bidder, and will act as their compliancy statement according to the requirements of Section 2.4.4 *Grounds for Disqualification*.
- ii) Pricing_Option1: Option 1 tabs require completion by the Bidder, and represents the pricing for the Bidder to provide installation services as outlined within this RFP. Within the spreadsheet there are 14 tabs provided for Option 1, allowing the bidder to provide pricing according to Option 1 requirements (i.e. services as outlined within the RFP) for each utility individually, as well as for the utilities acting collaboratively. It is hoped that there will be incentive to continue moving forward through this initiative in a collaborative manner.
- iii) Pricing_Option2: This tab is optional and allows the Bidder to provide pricing in an alternative format, should they desire to do so, and are of the opinion that their services are better represented with pricing apart from that outlined on the Pricing_Option1 tab. Bidders are free to add additional pricing tabs as required should they feel that there are more than one alternative option which may allow for more competitive pricing (i.e. according to a more or less aggressive timeline, holding off project commencement until a different time of year (i.e. spring vs, winter, etc.)).

Note: Pricing_Option1 is mandatory, Pricing_Option2 is optional.

- iv) Eval_Criteria: this tab is for reference, it is a copy of the table that is shown in Section 2.9 *Proposal Evaluation*.
- v) WFM_Functionality: This tab requires completion by the Bidder, and will demonstrate the functionality inherent to the WFM system being utilized to provide installation services.

2.4.3 Proposal Format Instructions

Each Bidder's response will be organized as per the following:

- a) Section 1 of the proposal will contain the Bidder's Executive Summary, no more than two pages in length that introduces the Bidder and highlights key features of the proposal.
- b) Section 2 of the proposal will contain the statement of compliance that is included within the Pricing and Compliancy Spreadsheet, and which is described in Section 2.4.2 *Pricing and Compliancy Spreadsheet*, subsection i).
- c) Section 3 of the Bidder's proposal will contain the requirements of Section 3 of this RFP Document (Section 3: *Health and Safety*), in the order presented in this document, with the numbering used in this document.
- d) Section 4 of the Bidder's proposal will contain a statement of recognition that the Bidder understands CHEC's schedule for deployment and the deployment territories, and that they are providing a bid response with the intention of performing the required services for CHEC. Given the diverse nature of the service territories, and that there are Smart Meter deployments occurring across the province, Bidders have the opportunity within this section to demonstrate, through submitted documentation/statements, how they will be able to accommodate the unique requirements of CHEC (i.e. staffing across the area, for the timelines projected).
- e) Section 5 of the Bidder's proposal will contain the requirements of Section 5 of this RFP Document (Section 5: *Bidder Information*), in the order presented in this document, with the

- numbering used in this document.
- f) Section 6 of the Bidder's proposal will contain the requirements of Section 6 of this RFP Document (Section 6: *Installation Services*), in the order presented in this document, with the numbering used in this document.
 - g) Section 7 of the Bidder's proposal will contain the requirements of Section 7 of this RFP Document (Section 7: *Customer Communications*), in the order presented in this document, with the numbering used in this document.
 - h) Section 8 of the Proposal **should be provided in a separate envelope which has been clearly marked "PRICE OFFER"**. This section will contain the summary pages pertaining to the Price Offer, contained within the Pricing and Compliancy Spreadsheet. The Bidder's detailed itemized pricing information for all goods or services is to be contained within the Pricing and Compliancy Spreadsheet which is to be included with the response in its entirety as well as within this section. Any alternative pricing offers may also be included within the Pricing and Compliancy Spreadsheet (tab Pricing_Option2 is included for this purpose, as described in Section 2.4.2 *Pricing and Compliancy Spreadsheet*). All pricing shall be expressed in Canadian currency, exclusive of taxes.

2.4.3.1 Sample Responses to Demonstrate Format

Within the section or subsection heading an indicator has been included to specify whether the Bidder should provide information pertaining to the functionality of their product/service (with regards to the section requirements), or a statement of compliancy AND information pertaining to the functionality of their product with respect to the requirement of the section. Where no indicator is included, a response is not required.

- (I) When an (I) has been included with the section heading, CHEC requires Information regarding the proposed system's functionality, and the methodology utilized to satisfy the RFP requirement.
- (C) When a (C) has been included with the section heading, CHEC requires a statement of compliancy from the Bidder. Within the proposal documentation, the Bidder is required to state the compliancy with the requirement by stating Fully Compliant, Partially Compliant, or Not Compliant.
- (CI) When a (CI) has been included with the section heading, CHEC requires both a statement of compliancy, and Information regarding the proposed functionality, and the methodology utilized to satisfy the RFP requirement.

The method with which the Bidder provides information and compliancy statements is detailed within the individual sections, as well as within the Pricing and Compliancy Spreadsheet.

In Section 2.4.3 Proposal Format Instructions, subsections c) through g) it has been specified that the order and numbering used within this document be utilized. A sample has been provided here.

5.2 Company Size and Location (I)

What is the current size (number of employees), turnover rates for last three (3) years, and location(s) of the Bidder's company?

Bidder's Functionality Statement: Bidder X currently employs 600 employees. 500 of these employees are Field Service Representatives. Of the 100 remaining office and management staff, 37 are within the Operations division providing ample redundancy and support to effectively manage this project. Bidder X's head office is located in Alabama, with satellite offices in Toronto, London, and

Ottawa. This project will be managed from the Toronto office. Turnover, while generally higher in the field service industry, is considered low at 3%. We attribute this to an effective Safety and Training program (1 week) in which employees receive ample safety training as well as introduction to the company incentive program which has been seen to improve morale amongst field service employees.

SAMPLES of response for Section 6: *Installation Services*, demonstrating that the section numbering from this document is to be retained, and that each section should be included, and where required shall include a statement of compliance.

6.1.1 Minimum Competencies (C)

Before installing meters the Installer shall ensure the Field Service Personnel are customer service oriented, have flexible work hours and are bonded, and the Installer shall maintain a process to ensure these requirements are met.

The Installer shall operate within specific procedures and operating conditions in adherence with procedures and training that CHEC will provide. Upon conclusion of the CHEC training, it will be the Installer's responsibility to ensure that new employees receive the same level of training as those employees which receive the training through CHEC.

Bidder's declaration of compliance: **Fully Compliant**

6.5.6 GPS (CI)

In addition to installing the meter, capturing the LAN ID and Meter ID data from the barcode on the installed meter, and the start read, CHEC desires to update service location information by having the Bidder capture the GPS co-ordinates of the installed endpoint. Where meters are located in basements or in areas where satellite signal may not be possible, the closest co-ordinates will be collected once communication has been established.

Bidder's declaration of compliance: **Fully Compliant**

Bidder's Functionality Statement: The WFM system is capable of automatically capturing the GPS location of the installed meter, and this information is automatically recorded within the assigned service order. The GPS device is integrated (i.e. not a separate device), and is accurate to within 3m (10 feet).

2.4.4 Grounds For Disqualification

It is a requirement of this RFP document that the Bidders submitting proposals for evaluation complete a compliancy spreadsheet which will attest to the Bidder's compliance with the Health and Safety Policies and Procedures as outlined in Section 3.1 *CHEC Health and Safety Policies and Procedures*. In addition to having read this section, and all applicable subsections, the Bidder agrees that their company's own Health and Safety Policies will, at minimum, meet CHEC's Safety Policies, and that their bid response will provide the information to properly satisfy the requirements of Section 3.2 *Safety* (and applicable subsections), and that the content of the response is consistent with the policies being agreed to here.

NOTE: Failure to complete these compliancy documents (found within the Pricing and Compliancy Spreadsheet; tab named "CHEC_BidderCompliancy", or where compliancy has been misrepresented, CHEC reserves the right to disqualify the Bidder from contention of the RFP process.

2.5 Clarifications

Upon the issuance of this RFP to Bidders, and continuing through the submission date, all questions or other communications with CHEC shall be by email only, with CHEC's authorized representative, whose contact information is provided in Section 2.4 *Submission of Bids*.

CHEC will respond to the question in writing, with both the question and response provided to each Bidder that has declared intention to bid according to Section 2.2 *Intention to Bid*. No response will be made to questions submitted after November 7, 2008 (as per Section 2.1 *Key Dates*).

2.6 Modifications or Withdrawals of Bids

A Bidder may modify or withdraw its bid by written declaration, provided that the declaration is received by the CHEC contact specified in Section 2.4 *Submission of Bids* prior to the time specified for the submission of bids (the due date). Following withdrawal of its bid, a Bidder may submit a new bid, provided that such new bid is received by CHEC prior to the due date. The last bid received by CHEC shall supersede and invalidate all bids previously submitted by the Bidder.

CHEC may modify any provision of the Request for Proposal at any time prior to the due date. Such modifications may be made in the form of addenda, which will be issued simultaneously to all prospective Bidders that have declared their intention to bid. No addenda will be issued within five calendar days of the due date.

2.7 Bid Inconsistencies

Any provisions in Bidder's proposal that are inconsistent with the provisions of this Request for Proposals, unless expressly described in the proposal as being exceptions or alternates, are deemed waived by the Bidder. In the event the Order is awarded to Bidder, any claim of inconsistency between the proposal and this RFP will be resolved in favour of this RFP unless otherwise agreed to in writing by CHEC.

2.8 Post-Bid Meeting

CHEC reserves the right to invite any or all Bidders to make an in-person presentation on the proposed smart meter installation services.

2.9 Proposal Evaluation

CHEC will evaluate proposals using an internal scoring method that weights various parameters to give the CHEC team insight into the strengths of each proposal relative to CHEC member utility's needs.

Answers to sections 3 through 7 will represent 40% of the total weighting of the RFP. Pricing submitted will represent 60% of the total weighting of the RFP. Bidders will be selected for further discussion based on the Team's judgment, developed using the scoring method. CHEC's internal scoring method values the following proposal attributes (order of presentation does not reflect priority):

Figure 1: Proposal Evaluation Criteria

Proposal Evaluation Criteria	Section	% Total Points
Safety	3	
Project Overview	4	
Bidder Information	5	
Installation Services	6	
Service Offering / Capability		
Inventory Control		
Scheduling and Coordination		
Reporting		
Used Meter Disposal Handling		
A to S Adaptor Installation		
Meter Base Repairs		
Tamper / Theft		
Customer Communications	7	
Call Centre		
Pre Canvas		
Perspectives expressed by reference utilities		
Section 3 through 7 inclusive:		40%
Pricing Weighting:		60%
Total		100%

2.10 Award or Rejection

Issuance of this RFP does not constitute a commitment by CHEC to award a winning Bidder or purchase products or services offered in response to this RFP. CHEC reserves the right to reject any or all bids. CHEC will not reimburse Bidders' costs to respond to this RFP.

2.11 Execution of the Order

If requested by CHEC, the successful Bidder must assist CHEC in preparing the Purchase Order, which will be governed by the Terms and Conditions set out herein, or others as mutually agreed by the parties. The successful Bidder must duly execute the Purchase Order within ten (10) days after receipt and return it to CHEC. Failure of the successful Bidder to duly execute and return the Order, together with any other required documents will constitute a breach of contract by such Bidder and entitle CHEC to award the Order to any other Bidder, in addition to all other rights and remedies of CHEC.

2.12 Freedom of Information

Proposals submitted to CHEC become the property of CHEC and, as such, are subject to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended.

2.13 Ownership of Data

CHEC shall own all data used and/or collected by any systems being utilized to perform the services. Data shall not be used for any purpose without the approval of CHEC.

2.14 Conflict of Interest

The Bidder is required to disclose in its Submission and on an ongoing basis thereafter any conflict of interest, real or perceived, that exists now or may exist in the future, with respect to this RFP, any resulting contract, or in relation to CHEC or their affiliates.

2.15 Proposal Forms

Within this section, there are two forms required for submission. The first form is found in Section 2.15.1 *Intention to Bid Form*; the intention of this form is to allow the Bidder to provide a standard email response to CHEC to notify CHEC of the Bidder's intent to respond to the RFP.

2.15.1 Intention to Bid Form

Bidders intending to respond to this RFP should notify the contact, using the contact information provided in Section 2.4 *Submission of Bids*, according to the time line as established by Section 2.1 *Key Dates*, by sending an email with the following content inserted:

INTENTION TO BID NOTIFICATION FORM

PROPOSAL NO. 2008-1024

Intention to Bid:

Please allow this email to represent "Insert Company Name Here" intention to respond to CHEC RFP#: 2008-1024.

Contact for communication regarding bid: _____
Contact phone number: _____
Contact email address: _____

We acknowledge the requirement that our company meets the minimum Safety Requirements as outlined in Section 3. Our proposal will include the required compliance statements and documents to properly express our ability to meet these requirements. We also acknowledge the Submission Deadline is 3:00 pm Eastern Time on November 21, 2008.

2.15.2 RFP Submission Form

The procedure to be utilized for the RFP Submission form is to print the following pages, and include them with the RFP submission, which should be addressed to the designated contact listed in Section 2.4 *Submission of Bids*, and which should be submitted according to the time line as established by Section 2.1 *Key Dates*.

RFP SUBMISSION FORM

Cornerstone Hydro Electric Concepts (CHEC)

Proposal Number: **RFP# 2008-1024**

FOR: Installation Services

THIS PROPOSAL IS SUBMITTED BY: _____

ADDRESS:

TELEPHONE: FAX NO.:

BIDDER G.S.T. No.:

PERSON(S) SIGNING ON BEHALF: _____ (print)

POSITION(S) OF THE PERSON(S): _____ (print)

To Cornerstone Hydro Electric Concepts, Hereafter called "Owner":

I/WE _____ the undersigned declare:

1. THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the contract proposed to be taken.
2. THAT this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same work and is in all respects fair and without collusion or fraud.

THE Bidder insures that no Owner and or employee of the CHEC group, is, or has become interested, directly or indirectly, as a Contracting Party, Partner, Stockholder, surety or otherwise howsoever in or on the performance of the said contract, or in the supplies, work or business in connection with the said contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there-from.

3. THAT the several matters stated in the said Proposal are in all respects true.
4. THAT I/WE have carefully examined the requirement(s), as well as all sections of the document including Instruction to Bidders, Project Overview, Installation Services, Proposal Forms, and Appendices relating thereto, prepared, submitted and rendered available by CHEC and hereby acknowledge the same to be part and parcel of any contract to be let for the work therein described or defined.
5. THAT I/WE do hereby Propose and offer to enter into a contract to deliver all work as described or implied therein including in every case freight, duty, exchange, G.S.T. and P.S.T. in effect on the date of the acceptance of Proposal, and all other charges on the provisions therein set forth and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices set forth in the Proposal herein.

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6. THAT Addendum/Addenda No. ___ to ___ inclusive relate to the said contract and Bidder hereby accepts and agrees to the same as forming part and parcel of the said contract.
7. THAT additions or alterations to or deductions from the said contract, if any, shall be made in accordance with the prices stated in the Schedule of Items of Unit Prices in strict conformity with the requirements of the Contract.
8. THAT this offer is irrevocable and open to acceptance until the formal contract is executed by the awarded Bidder for the said requirement(s) or Sixty (60) working days, and unit prices for as long as stated elsewhere in the document, whichever event first occurs and that CHEC may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.
9. THAT the awarding of the contract, by CHEC is based on this submission which shall be an acceptance of this Proposal.
10. THAT I/WE also understand that CHEC reserves the right to accept or reject all or part of this Proposal or any other and also reserves the right to accept other than the lowest Proposal.

The undersigned affirms that he/she is duly authorized to execute this Proposal.

BIDDER'S SIGNATURE AND SEAL: _____

NAME: _____

(Please Print)

POSITION: _____

WITNESS SIGNATURE: _____

WITNESS NAME: _____

(Please Print)

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____ THIS _____
(City/Town) (Day)
DAY OF _____ 2008.
(Month)

Section 3: Health and Safety

3.1 CHEC Health and Safety Policies and Procedures

Sections 3.1.1 *CHEC Health and Safety Policy* through Section 3.1.6 *Health and Safety Legislation that Applies* are requirements for which compliance are required in order for any external contractors to be permitted to provide services to CHEC. As such, a Statement of Compliancy pertaining to each section is required, and a form has been provided within the Pricing and Compliancy Spreadsheet as outlined in Section 2.4.2 *Pricing and Compliancy Spreadsheet*.

Section 3.2 *Safety* is where the Bidder is provided the opportunity to demonstrate, through the submitted documents, that their own internal Health and Safety Policies, either meet, or exceed those outlined in Section 3.1 *CHEC Health and Safety Policies and Procedures*. Bidders that cannot meet, or exceed those requirements outlined in Section 3.1 *CHEC Health and Safety Policies and Procedures*, or that do not (or cannot) provide a completed Compliancy statement is eligible for disqualification from the evaluation process.

3.1.1 CHEC Health and Safety Policy (C)

CHEC members proclaim that the Health & Safety of each employee is of vital importance in the successful operation of the utility.

Our objective is to develop a keen sense of health & safety awareness in each and every employee and thereby prevent personal illness/injury and damage to property and equipment.

Management is responsible for providing a healthy and safe work environment and for training employees to ensure that they can perform their duties safely.

It is the duty and responsibility of every employee to work safely with equal concern for themselves, co-workers and the public.

It is our collective responsibility to ensure compliance with legislated requirements of Occupational Health & Safety Act.

It is our commitment to provide a safe and healthy work environment by reducing hazards that cause accidents and injuries.

3.1.2 CHEC Field Service Personnel Health and Safety Conditions (C)

Based on the nature of the work being procured through this RFP, and in accordance with the CHEC Health and Safety Policy, the following items shall be received prior to the start of work:

- Acknowledgement from the contractor that they are aware of and agree to adhere to the terms and conditions.
- WSIB Certificate
- NEER firm summary statement
- Liability Insurance
- Health & Safety Policy / Program
- Staff Competency List
- Confirmation of applicable EUSA training
- Documentation of injury experience

- WHMIS MSD documentation for any hazardous materials used in the job
- Equipment Fitness List

3.1.3 CHEC Field Service Personnel Health and Safety Policy (Basic Procedures) (C)

In accordance with CHEC Operating Policies and Procedures, all installers performing work such as that being procured through this RFP shall:

- Wear rubber gloves, Category 2 Fire Retardant Clothing or better
- Class 'O' rubbers for voltage checks
- Hard Hats
- Flash glasses
- Face Shields
- Safety boots
- Ensure meter voltage and type is correct
- Observe safe limits of approach
- Observe wiring to determine if a back feed could be present, e.g. capacitors, standby generator, co-generator
- Not remove meter if meter base is damaged or not secure
- Use meter puller

3.1.4 CHEC Health and Safety Policy: Field Service Personnel (C)

In accordance with CHEC Operating Policies and Procedures, all installers performing field service work shall be:

- Responsible for knowing, understanding and working in compliance with the appropriate safety legislation, EUSA rules, CHEC member utility rules, policies, procedures and safe work practices that apply to the work.
- Responsible for using and wearing at all times the appropriate personal protective and safety equipment required for the work.
- Responsible for using the equipment, materials, protective devices in the proper and safe manner.
- Responsible for participating in, and holding tailboard conferences as required in order to safely complete the work.
- Responsible to participate in any coaching sessions, training, safety meetings, and company general meetings in order to ensure continued competence in the most up-to-date rules, policies, procedures and safe work practices.
- Responsible for reporting all hazardous conditions or equipment defects to the supervisor immediately, fill out the proper documentation and assist with corrective action.
- Responsible to ensure loss incidents and potential loss incidents are reported to the supervisor immediately. Provide preliminary details, fill out the proper documentation and participate in the incident investigation as required.
- Responsible to follow the Internal Responsibility System.
- Responsible to take every precaution reasonable in the circumstances for the protection of the safety of fellow employees.

3.1.5 CHEC Health and Safety Policy: Supervisor/Manager (C)

In accordance with CHEC Operating Policies and Procedures, all Supervisors and/or Managers of Field Personnel shall be:

- Responsible for knowing, understanding and ensuring that work is done in compliance with the appropriate safety legislation, EUSA rules, each CHEC member utility's rules, policies, procedures and safe work practices that apply to the work.
- Responsible for identifying the job hazards, determining the solutions or barriers required to provide safe working conditions and communicating this information to all workers under their supervision.
- Responsible for ensuring all job information such as tailboard conference sheets, traffic plans, vehicle and equipment inspection sheets are filled out properly and returned to the office as appropriate.
- Responsible for holding documented tailboard conferences as required and ensuring appropriate worker participation in order to complete the work safely. Responsible for directing the work in a safe manner.
- Responsible for using and ensuring all crew members use and wear at all times the appropriate personal protective and safety equipment required for the work.
- Responsible for using and ensuring all crew members use the equipment, materials, and protective devices in a proper and safe manner.
- Responsible to ensure loss incidents and potential loss incidents are reported to CHEC members immediately. Provide preliminary details, fill out the proper documentation and participate in the incident investigation as required.
- Responsible to report workers who do not comply with their health and safety responsibility, for corrective action by their supervisor.

3.1.6 Health and Safety Legislation That Applies (C)

The Provincial, Federal and Municipal acts & regulations that must be adhered to include, but are not necessarily limited to, the following:

- Bill C45
- Transportation of Dangerous Goods Act , 1992
- Ontario Occupational Health & Safety Act & Regulations
- Ontario Regulation 632/05 – Confined Spaces
- Ontario Regulation 213/91 – Construction Projects
- Ontario Regulation 835-846 – Designated Substances
- Ontario Regulation 851 – Industrial Establishments
- Ontario Regulation 860 – WHMIS
- Ontario Highway Traffic Act & Regulations
- Ontario Regulation 595 – Commercial Motor Vehicle Inspections
- Ontario Regulation 4/93 – Hours of Service
- Ontario Traffic Manual
- Ontario Regulation 22/04 – Electrical Distribution Safety
- Electrical Operations Rule Book (EUSA Rules)
- Electrical Safety Code

3.2 Safety (CI)

CHEC's number one requirement will always remain the health and safety of its employees and customers. In addition to stating compliance to CHEC Health and Safety Policies as outlined in Sections 3.1 *CHEC Health and Safety Policies and Procedures*, the Contractor shall ensure that all installation personnel complete all required training for meter installation, meter testing, and for the installation and testing of any other endpoint devices to be installed. CHEC will be expected to work with the Contractor to identify specific gaps in training and testing. The Contractor will communicate to CHEC members how it will complete all training in advance of any installations taking place. The Bidder's ability to provide the required training (according to CHEC's requirements) for successful on-time deployment must be approved and properly documented by both CHEC's Project Manager and Health and Safety Officer.

To reflect a similar commitment to Health and Safety, all contracted vendor's policies and procedures manuals will contain comprehensive documentation (as a complement to completed training programs) regarding On-The-Job Safety, Emergency Plans, Accident/Investigation Procedures, and Contact Numbers for any possible incident occurrences, as well as Hazard Assessment Identification and Control, (including (but not limited to) Dangerous Animals, Slips/Trips/Falls, Workplace Violence, Confined Spaces and Unsafe Meter Bases).

Included with the Bidder's response document should be current documentation regarding WSIB clearance.

Additionally, all contracted field service employees will provide to CHEC's designated Health and Safety Officer (prior to commencement of services), proof that contracted employees:

- Hold a valid driver's license,
- Hold valid driver's insurance,
- Have provided a Driver's Abstract to their employer,
- Have provided a Criminal Background Check to their employer.
- Provide proof of WSIB CAD Experience (WSIB Clearance Certificate)
- Provide proof of EUSA Electrical Safety and Awareness Course
- Provide proof of EUSA Electric Power Meters Course
- Health and Safety Training Program
- Environmental Management System Training
- Utilize Tailboard Conference/Tailgate Safety Talks
- Conform to Technical, Quality Assurance, and other CHEC member specific training requirements
- Have received WHMIS Training
- Have any necessary First Aid Training/CPR Training
- Have received Customer Service Training
- Have completed In-field Training
- Comply with CHEC member utility's Contractor Checklist

Note: There is a requirement (as per Section 2.4.4 *Grounds For Disqualification*) for Bidders to declare compliancy with the appropriate safety regulations. Failure to do so will make the Bidder's response eligible for disqualification from the remainder of the evaluation.

3.2.1 Safety Policies (I)

CHEC believes that none of its meter sites presents a threat to the personal safety of field workers. It is the responsibility of the Bidder to ensure the safety of their staff, and to ensure that the necessary precautions are taken to ensure the security of any required tools.

- i. Bidders shall describe their training and safety program.
- ii. Bidder will provide their Health and Safety Policies and Procedures manual, complete with listing of assigned equipment, and required PPE. Documentation on the competency of staff utilizing PPE will also be provided.
- iii. Bidder will provide the Emergency procedures that are provided to their installation staff; and indication that relevant staff have been trained on the procedures.
- iv. Bidder should provide their Joint Health and Safety Committee meeting schedule/frequency, and membership.
- v. Bidder should provide details on the number of staff that meet the safety requirements as outlined.

CHEC reserves the right to review and approve training materials and methods before the start of deployment. Bidders should note that CHEC Safety Committee members will be conducting their own random audit process on installation staff.

3.2.2 Unsafe Meter Bases (I)

Bidders should provide details on their procedures for the handling of meter sites where installation is delayed by unforeseen circumstances such as required infrastructure upgrade, accident, or customer objection. Bidders will describe notification procedures and method for tracking the status of such sites.

Acceptable security precautions are to be maintained during all installation activities. The Installer will identify, report and resolve unsafe conditions on a daily basis or as they are identified according to established safety policies. In the case of electrical or mechanical hazards, these shall be reported to CHEC immediately.

Some meter bases have been deemed unsafe. The Contractor shall not attempt, at any time, to remove a meter that has been deemed unsafe. When encountered, the Contractor will be required to identify unsafe meter bases in the WFM handheld device using the appropriate codes and notify CHEC's Installation coordinator. Bidders shall include, within their response, a description of the procedures that are invoked upon discovery of an unsafe meter base, as well as description of the pre-installation inspection protocols which may result in the discovery of an unsafe meter base.

Section 4: Project Overview

Section 4 of the Bidder's proposal shall contain a statement of recognition that the Bidder understands the CHEC's schedule for deployment and the deployment territory, and that they are providing a bid response with the intention of performing the required services for CHEC. Given the diverse nature of the service territory, and that there are Smart Meter Deployments occurring across the province, Bidders have the opportunity within this section to demonstrate, through submitted documentation/statements, how they will be able to accommodate the unique requirements of CHEC (i.e. staffing across the area, for the timelines projected).

4.1 CHEC Anticipated Schedule for Deployment (C)

Section 2.1 *Key Dates* shows the anticipated start date for deployment, and the end date required by CHEC. Within this time frame, the successful Bidder will be required to install the quantity of Smart Meters documented in Section 4.4 *Installation Volumes*. (The statement of recognition that is required for Section 4: *Project Overview* should include recognition of these timelines, and the Bidder's ability to accommodate them).

Please refer to Appendix "C" for a CHEC pre-approved deployment schedule, which is complete with meter delivery schedules. The Installer shall develop and maintain an installation schedule to ensure installations are completed on time and on budget without interfering with the meter-reading schedule.

4.2 Approved Hours of Installation (C)

Meter installations are to take place between the hours of 8:30 a.m. to 4:30 p.m., Monday to Friday. In special circumstances, extended hours of 8:00 a.m. to 8:00 p.m. and/or Saturday work may be considered by CHEC members if required to accommodate the timelines as communicated within Section 2.1 *Key Dates*. No Meter installation is to take place on statutory holidays observed by CHEC.

The Installer shall develop and maintain an installation schedule to ensure installations are completed on time and on budget without interfering with the meter-reading schedule. The Installer can modify the work schedule with permission of CHEC members to best meet installation goals and project milestones.

4.3 CHEC Deployment Territory (C)

Maps for CHEC's service territories have been provided in Appendix "B" to better illustrate the service territory within which the residential Smart Meter deployment will take place. It is anticipated that all Smart Meter installations being procured through this RFP will take place within these territories.

4.4 Installation Volumes (C)

CHEC projects that of the required 110,000 residential Smart Meter installations, 101,937 will be installed by the successful Bidder (with the exception of any reported safety concerns).

In addition to the following table, CHEC has provided within Appendix "B" the cycle volumes for certain of CHEC member's service territory.

Single Phase Meters	Indoor		Outdoor	
	S-base	P/A-base	S-base	P/A-base
Centre Wellington	377	0	4,609	0
Collus	23	32	11,512	339
Innisfil	50	0	11,740	233
Lakefront	1,273	621	5,919	5
Lakeland	649	49	6,416	118
Midland	180	45	5,203	45
Orangeville/Grand Valley	444	94	7,727	96
Orillia	262	305	9,000	0
Parry Sound	442	9	2,185	15
Rideau St. Lawrence	569	821	3,155	90
Wasaga	52	12	9,653	130
Wellington North	381	77	2,025	276
Westario	175	107	14,400	0

4.4.1 Electrical Contractor

CHEC shall provide a qualified Electrical Contractor to complete repairs to customer plant deemed necessary based on the identified safety concerns.

4.5 CHEC Meter Deliveries (C)

Westario Power will require that the Installer manage the meter inventory on their behalf, and release meters to the field service staff from an Installer managed Meter Depot location. The Pricing and Compliancy spreadsheet allows for bidders to enter pricing for this requirement.

The remaining CHEC members are also interested in this service as well, and Bidders are asked to provide pricing for their service territories as well. In the event that CHEC members (with the exception of Westario Power) decide not to implement this option, the following meter depot locations will be used. Under this arrangement, for the duration of this deployment, meter installers will be required to pick up, and drop off, their inventory at the following address, between the hours of 7:30 am to 5:00 pm:

CHEC Utility Member	Meter Depot Location
Centre Wellington Hydro Ltd:	730 Gartshore Street, Box 217 Fergus, ON N1M 2W8
COLLUS Power Corp:	43 Stewart Road, Box 189 Collingwood, ON L9Y 3Z5
Innisfil Hydro Distribution Systems Ltd:	2073 Commerce Park Drive Innisfil ON L9S 4A2
Lakefront Utilities Inc:	207 Division Street, Box 577 Cobourg, ON K9A 4L3
Lakeland Power Distribution Ltd:	5 - 45 Cairns Cres. Huntsville, ON P1H 2M2

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Midland Power Utility Corporation:	16984 Highway 12, P.O. Box 820 Midland, ON L4R 4P4
Orangeville Hydro Limited and Grand Valley Energy Inc:	400 'C' Line, Box 400 Orangeville, ON L9W 2Z7
Orillia Power Distribution Corporation:	360 West Street South Orillia, ON L3V 6J9
Parry Sound Power Corporation:	125 William Street Parry Sound, ON P2A 1V9
Rideau St. Lawrence Distribution Ltd:	985 Industrial Road, Box 699 Prescott, ON K0E 1T0
Wasaga Distribution Inc:	950 River Road, Box 20 Wasaga Beach, ON L9Z 1A2
Wellington North Power Inc:	290 Queen Street West, Box 359 Mount Forest, ON N0G 2L0
Westario Power Inc:	24 Eastridge Road Walkerton, ON N0G 2V0

All pick-up and delivery of meters by the Installer shall be at the designated facility for the term of this contract unless otherwise agreed upon. Field Service Personnel shall pick up new meters and equipment and return the removed meters, in the new cartons, once daily to a designated location provided by CHEC. No meter shall be returned without an associated transaction record and must be in actual cartons from new installs duly marked.

The Installer will be responsible for all meters from time of signing out of inventory/warehouse until successfully installed. Information regarding inventory in the Installer's custody shall be provided to CHEC upon request.

Note: For deployment within the outlying areas, arrangements will be made between the successful Bidder, and CHEC members, to minimize travel time for the Installers. For pricing purposes, Bidders should assume minimal impact to the work day (i.e. meter pick-up and drop-off will not impact the 8:30 am to 4:30 pm work day).

Section 5: Bidder Information

5.1 Experience (I)

- i. How many years has the Bidder been in business?
- ii. How long has the Bidder been providing installation services?
- iii. The Bidder should describe their primary line of business and the percentage of business derived from the installation of meters.
- iv. The Bidder should describe the organization and provide an organization chart of the team or department that would have specific resources used in the deployment of AMI. (Include the number of personnel assigned to installation services and project management of the AMI installation.)
- v. Identify and describe any AMI/AMR project where the installation schedule has been delayed as compared to the original Statement of Work per the contract when signed and describe the causes, current status and plans to address the delay(s). (If you lack AMI/AMR experience please provide for the most comparable projects you have completed to date).

5.2 Company Size and Location (I)

What is the current size (number of employees), turnover rates for last three (3) years, and location(s) of the Bidder's company?

5.3 Financial Statement (I)

What is the current financial condition of the Bidder's company? Provide supporting documentation and annual reports for the last three years. If the company is privately held, supply sufficient information to document the company's financial status.

5.4 Subcontractors (I)

Does the Bidder intend to subcontract any component, service or support requested in this RFP? If so, indicate which components, services or support and identify the subcontractors.

5.5 References (I)

Provide a list of at least three (3) references (contact names and phone numbers) from companies that have used the Bidder's proposed services in the past three (3) years. Please indicate the number of meters installed and type (gas, water or electric).

5.6 Litigation (I)

Bidder will indicate if there are any anticipated or pending lawsuits or any litigation within the past five (5) years or bankruptcy filings within the past ten (10) years.

5.7 Environmental Policy (I)

CHEC recognizes environmental protection as a guiding principle and key component of sound business performance. CHEC is committed to providing quality customer service in a manner that ensures a safe and healthy workplace for our employees and minimizes our potential impact on the environment. We not only operate in compliance with, but also strive to exceed all relevant federal, provincial, and municipal environmental legislation; and we will strive to use pollution prevention and environmental best practices in all we do.

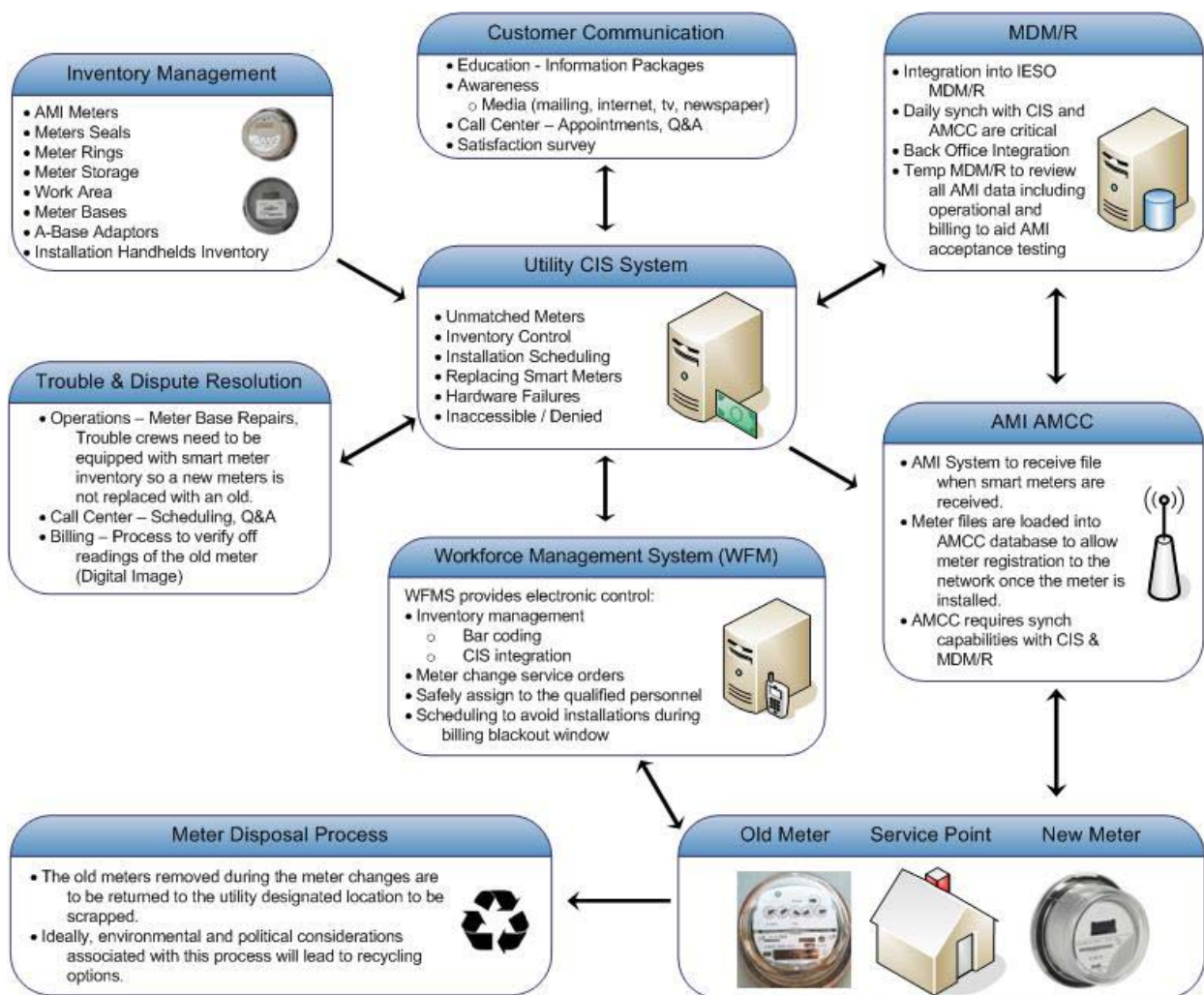
Bidder should indicate if they have a written environmental policy statement, whether the policy statement includes a commitment to continual improvement of environmental performance, whether the company has documented environmental performance objectives/targets and implementation plans, and what their three most significant environmental performance objectives/targets are. In addition, Bidders should describe the extent to which employees understand, accept, and share the environmental values of the company, and how the company uses environmentally friendly products in its day-to-day operations.

Section 6: Installation Services

With the execution of this province wide mandate, we would stress the importance of providing our customers with the highest level of customer service possible. Figure 3 is a high level view of the work flow process that encompasses the Smart Meter Installation process. Bidders will note the requirements for:

- Proper receipt and inventory of meters
- Change out order creation
- Change out order completion
- Workforce management system to update CIS when orders are completed
- Inventory update to MDR system
- Need for bar coding or digital image of changed meter to prevent disputes
- Ongoing reading of Smart Meter system
- Ongoing maintenance of inventory in MDR

Figure 3: High Level Work Flow of Installation Process



6.1 Installation Overview (C)

The Smart Meter installer will be responsible for installing Smart Meters on all single phase, network and self contained meter installations for all residential and small commercial (under 50 kW) locations. The Contractor will not be required to install any transformer rated installations or polyphase meters. The total number of non-transformer rated customer electric meter installations being procured through this RFP can be found in Section 4: *Project Overview*.

CHEC will perform upgrade or repair to electric services found to require this during the Smart Meter inspection or installation process. Installer will notify CHEC as rapidly as practical when such requirement poses a hazard to field workers. Bidders will describe notification procedures and method for tracking the status of such sites.

- **All Field Personnel must be well groomed, and in full uniform with the required CHEC member utility photo identification.** Installer will not issue daily assignments to Field Personnel who do not comply with this policy, and the appropriate disciplinary action should follow.
- All Field Personnel will strictly adhere to CHEC inventory control processes, including the proper use of any associated Workforce Management System.
- All Field Personnel will ensure that any required ancillary meter supplies (seals, rings, etc) are acquired prior to beginning the days' work (to ensure travel time is minimized).
- Meter installations are to take place between the hours of 8:30 am to 4:30 pm Monday to Friday. No meter installations are to take place on statutory holidays observed by CHEC member utilities.
- CHEC will provide meter seals and other security hardware to be placed on the meter by the Contractor when installing the meter. A-to-S Base meter adapters will be provided by CHEC for A-Base meter change outs.
- As part of providing exemplary customer service, the Bidder is expected to handle customer complaints that are related to installation services and provide customer assistance to resolve issues resulting from installation negligence to the satisfaction of CHEC, ensuring all claims are reported to CHEC. Claims not resolved after 10 days should be reported to the appropriate CHEC member utility for resolution.

6.1.1 Minimum Competencies (C)

Before installing meters the Installer shall ensure the Field Service Personnel are customer service oriented, have flexible work hours and are bonded, and the Installer shall maintain a process to ensure these requirements are met.

The Installer shall operate within specific procedures and operating conditions in adherence with procedures and training that CHEC will provide. Upon conclusion of the CHEC utility specific training, it will be the Installer's responsibility to ensure that new employees receive the same level of training as those employees which receive the training through CHEC.

6.1.2 Suggested Installation Procedure (CI)

The Installer shall follow the following process for the installation of all Smart Meters:

- i. The Field Service Representative (FSR), as a minimum, will visit the site as the first attempt to install the Smart Meter.
- ii. Prior to installation, FSR will knock on the door prior to removing the meter to advise the customer of the work to be performed and pending power outage.
- iii. If the first attempt is not successful due to inability to access the meter, the FSR shall visit

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- the customer site a second time on a different day, at a time of day at least (2) hours different from the first visit, to perform the Smart Meter installation.
- iv. If necessary, a third visit attempt shall be made by the FSR.
 - v. If necessary, the Contractor shall also attempt to reach the customer by telephone, to schedule access to the meter.
 - vi. If necessary, a second telephone attempt shall be made.
 - vii. If three (3) visits and two (2) phone contacts have been exhausted without successful access to the meter, the Installer may declare the account non-installable and refer it to CHEC for resolution.
 - viii. All customer contact, interaction and communications shall meet CHEC standards.
 - ix. The customer shall be accommodated with a scheduled appointment with a specific day and time within a 1 hour window arranged and scheduled by the Installer, through their call centre which will be open between the hours of 8:00 am and 7:00 pm.
 - x. The utility will provide a list of known customers on Medic Alert as per the Control Centre list.
 - xi. Installer will deliver upon completion of meter change an information “Drop” package for the customer.
 - xii. Installer will ensure the install site is left “clean” (i.e. under no circumstances is the customer site to be left littered with any installation associated debris)
 - xiii. Should an incident occur at the property (i.e. Broken meter jaws), the contractor shall remain at the property until the contract electrician or CHEC staff can arrive at the property.

When every meter on a route has either passed the field installation operating test or been declared non-installable by Installer, that route will be declared ready for Route Acceptance.

With regards to the installation procedure above, Bidders are requested to discuss:

- a) concurrence with suggested procedure
- b) concurrence with suggested definition of non-installable account
- c) PPE utilized by Field Service Personnel

6.1.3 Installer Vehicles (C)

Installer will provide Field Personnel a vehicle to be used for installation services. The requirement for a uniform fleet of vehicles is to minimize the call centre traffic associated with customer inquiries related to the appearance of Field Service Personnel. Field Service Personnel are expected to maintain vehicles in respectable condition (i.e. reasonably clean, presentable and without excessive damage) as well as perform and document a daily vehicle safety check. Vehicles will be properly marked to indicate the company providing services. The meter installation vehicles are to be capable of carrying a minimum of 60 boxed meters (15 boxes). Removed meters are to be placed in the boxes that the new meters were shipped in and returned to the utility designated location.

The Installer shall be responsible for all related parking fines and parking fees through the course of the Agreement.

CHEC members shall provide their corporate logo and “Under Contract” signage, which must be affixed to all vehicles used by the Contractor. The Contractor may display its own corporate logo as approved by CHEC. Preference will be given to vehicles that are otherwise unmarked (ie. Display no other significant signs or marking such as a rental agency logo).

6.2 Pre-Installation Inspection (CI)

The pre-installation inspection shall include knocking on the door of the customer premise to determine if the site is occupied, and to inform occupants of the imminent, brief power interruption. Meter Installers will utilize the appropriate PPE and Equipment (including, but not limited to, arc/flame resistant uniforms (Category 2), meter installer identification, etc.) at all times.

The pre-installation inspection shall discern whether:

- The work site is unsafe to complete the assigned task (unsafe meter base, confined space, etc.)
- There is tampering or energy diversion evident at the meter site
- The existing physical equipment and installation do not conform to applicable codes
- The existing meter and installation is transformer rated.
- An electrical hazard may arise upon installation of the Smart Meter

If ANY of the above five (5) conditions exist, the Contractor shall perform no work at the site, but shall notify the Installer Project Manager, who shall notify the CHEC contract Administrator. It is possible that the pre-installation will fail to detect a hazard, such as tension (frost pull) on the underground secondary service conductor that will move broken meter socket jaws when the meter is removed. The Installer shall comply with CHEC procedures that apply if, at any time during the Smart Meter process, a serious hazard arises.

6.2.1 Tampering (C)

The Installer is responsible for reviewing electric metering facilities for obvious signs of tampering and interference, including jumpers, stopped meters (if not disconnected), un-metered load on the line side of the meter, damage caused by apparent attempts to open the meter, or any other situation where tampering/interference appears to have been involved. If the Installer suspects tampering or diversion, no work (or further work) shall be performed at that site. The Installer shall notify CHEC on a daily basis of all power diversion, tampering or interference-related situations that might impact revenues to CHEC.

Any meters that are scheduled to be replaced and are disconnected using disconnect sleeves or have a Programmable Service Interrupter unit installed will be re-installed by the Installer after the meter change unless the utility directs otherwise. All meters that are disconnected with sleeves, must be installed on the new Smart Meter with tabs on the bottom lugs only to ensure the meter will continue to act as a communication hop.

6.2.2 Power Diversion (I)

During the process of installing Smart Meters, CHEC wishes to discover meter installations (if any) where there is meter tampering and/or energy diversion. As such, a financial incentive of an agreed to amount per proven occurrence will be paid to the Installer for each verified instance of meter tampering and/or power diversion.

Bidders are requested to provide any information pertaining to this or other incentive programs which are thought to ensure high service levels from Field Service Personnel.

6.3 Scheduling & Coordination (I)

Coordination among the flow of materials, installer labour, customer response/acceptance, and CHEC member utility data updates is a principal determinant of whether the Smart Meter installation proceeds on-time and within budget. A well-coordinated project can run smoothly and finish on time. No unusual mandatory work rules or wage constraints apply to the work solicited in this RFP.

The Bidder should propose normal work hours to CHEC for its approval. Installers are to be available for work on evenings and weekends and for special-need installations. The Bidder should be prepared to modify the work schedule to best meet installation goals and project milestones set by CHEC.

Bidders are requested to provide information regarding the manner in which work is assigned, including such details as number of outside installs per day assigned, number of indoor installs assigned per day, and the capabilities of the Bidder's WFM system with regards to routing, personnel qualifications to avoid assigning work to the wrong people/trucks, etc. The Installer shall provide a detailed deployment schedule that accomplishes CHEC's meter installation targets. The Installer is responsible to manage the installation schedule to ensure the satisfaction of CHEC. The Installer is responsible to design, propose, and possibly implement a plan to advance the installation services timeframe in the event that the project schedule is delayed in any way.

The Installer is responsible for responding to calls from CHEC members regarding the loss of service and other high priority problems associated with installations on an expedited basis. CHEC will do everything within its control to aid the progress of the Installer in meeting the goals of this Agreement. However, minor delays in productivity due to day-to-day operational issues management will occur and are considered typical and normal in the course of regular business. (ie. Software irregularities, computer downtime, wireless communications gaps or emergencies.)

6.4 Project Management (CI)

The Contractor shall designate a Project Manager who shall have the authority to handle and resolve any disputes or contractual issue with CHEC member utilities.

The Project Manager is expected to spend sufficient time on the project and the project site to identify any areas that are not fully meeting the stated requirements, and manage corrective actions to bring the results within said requirements.

The Project Manager's role will be to coordinate activities among the Contractor, the Smart Meter provider and the various functional areas within member utilities. Problem resolution will be high on the Manager's agenda. The Project Manager will maintain clearly defined levels of installation problem categories and associated escalation levels to facilitate quick recognition and resolution of problems. The Project Manager will involve CHEC utilities as appropriate to resolve issues in a timely manner.

Section 3.2 *Safety* and Section 6.1.1 *Minimum Competencies* requires that the meter installer's meet certain qualifications, and that the installation service provider provide CHEC members with certain documentation. The Project Manager will facilitate satisfaction of these requirements,

Bidders should provide suggested procedures for Problem Resolution / Problem Escalation.

6.4.1 Quality Assurance (I)

The Installer's policies/procedures shall include an integrated quality control / quality assurance program:

Bidders will describe the proposed approach to staffing the field deployment, including:

- a. Positions to be filled by permanent employees of Bidder
- b. Positions to be filled by temporary employees or contractors
- c. Qualifications of employees or contractors
- d. Training of employees or contractors
- e. Strategy for monitoring the work quality of employees or contractors and correcting any encountered deficiencies

CHEC members understand that there may be several AMI deployments occurring concurrently across Ontario to accommodate the Provincial mandate, and requires the Bidders written acknowledgement that the appropriate staff will be dedicated to the requirements of the CHEC deployment.

6.4.2 Installation Field Audit (CI)

The Installer's Project Manager / Supervisor will conduct random audits of staff in the field to check for safety compliance as well as for the quality of work completed by the meter installers. The Contractor's Project Manager / Supervisor will, on a weekly basis, randomly check a minimum of 2% of the sites for quality control. All results are to be reported to CHEC on a weekly basis. Items to be audited include at minimum:

- Proper line and load wiring associations on bottom connected installations
- Identification of hot metering installations when a main switch exists at a service entrance and is supposed to provide isolation to the meter and it is actually on the load side of the meter
- Validation of crossed units, on multi-unit dwellings
- Work order data validation and transfer to each utility

6.4.3 Service Quality Standard (C)

All work shall be completed according to the agreed schedule using milestones. Checkpoints and corrective action on slipped timelines shall be assessed on an interval of duration no longer than (2) weeks.

In keeping with the stringent safety requirements of CHEC member utilities, as communicated herein, Bidders will strive for no less than zero preventable safety incidents and accidents.

Failure to report any safety incident or accident to a CHEC member utility will put the Contractor in breach of the Agreement and may disqualify them from competing for future service contracts and may result in the termination of the present Agreement without a notification period.

6.5 Workforce Management (WFM) System

The Workforce Management (WFM) system plays an integral role in the success of the project acting as the main system responsible for work order completion, project reporting and task management, and ensuring safety for meter installations. Due to the critical nature of the WFM, it is imperative that the 3rd party installation service provider be comfortable with the functionality of the WFM system. For this reason, CHEC will require that the Bidder provide their own WFM as part of their service package.

It is a fundamental requirement that this system is in place with a functional interface to CHEC member utility CIS systems prior to the start of deployment. CHEC is interested in the functionality provided as part of the WFM system; information will be requested as part of Section 6.5 *Workforce Management (WFM) System* and associated subsections. A compliancy statement is required which will have Bidder's acknowledge proficiency with an electronic WFM system, and a commitment to ensuring integration with CHEC members' back office systems prior to project commencement (as per Section 2.1 *Key Dates*). Bidders should include, with their submission, the file layouts that CHEC members would be required to interface their CIS system with.

Provided below are the billing systems that are currently in use at CHEC member utilities which the proposed WFM system will be required to interface with.

- Advanced (2.1)
- Harris (5.2.19)
- Harris Northstar (6.2.9)
- SAP (R3 v 4.6c)

CHEC will provide to the vendor, in electronic format, information concerning the locations that will require meter changes / installations (i.e. customer name and contact information, service location address and location number along with an expected completion date). By way of electronic WFM the Installer will add to this record, the final meter read from the mechanical meter at the time of removal. The Installer will also take a photograph of the old meter, showing its dials prior to removal. This photo will be date and time stamped and the file name recorded in the data record associated with the specific installation.

6.5.1 WFM System Overview (I)

Within the Pricing and Compliancy spreadsheet, CHEC has provided a tab labelled WFM_Functionality, within which Bidders are requested to submit information pertaining to their WFM system, specific to the different devices that may be utilized with the system.

Below we have provided an example of a completed WFM system functionality matrix. Bidders are requested to complete this spreadsheet for all devices that are compatible with the WFM software platform. In addition to acquiring the information regarding a variety of functionality, CHEC looks to understand any potential functionality differences between devices being offered as part of a solution. If multiple devices are possible CHEC utilities may opt to purchase more than one type of device. In this case it would be important to understand if any functionality is lost in moving from one device to another.

Completion of the chart may satisfy some of the following sections. However the following sections provide Bidders with the opportunity to supply additional supporting information which may differentiate their product.

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Workforce Management (WFM) Functionality

WFM Functionality	WFM Bidder: Sample	
	(S/O)	Add-On Cost
Devices		
Handheld	S	
Tablet	O	\$1200/tablet
Signature tool	O	Standard with tablet
Touch Screen	O	Standard with tablet
Printing Capabilities	O	\$600/print device
Connectivity		
Real Time	O	cost to interface
Batch upload (offline storage)	S	
Carriers		
Bell	S	
Rogers	S	
Telus	S	
Multiple Network Roaming	O	\$300/comm card
Utility RF	NA	
Other	NA	
Existing Utility Interfaces		
T&W	S	
SAP	S	
SPL	O	cost to interface
Other	S	
Forms		
Template only	S	
Customized	S	
Other	NA	
Reporting		
Fat Client	No	
Thin Client	Yes	
Canned	S	
Customized	S	
Safety	S	
Inventory	S	
Completed vs. Schedule	S	
Route Summary	S	
Problem Installs	S	
Other	S	programming fees
Operational Tools*		
Bar Code Scanner	S	
GPS Recording	S	
Camera	NA	
GPS Tracking of Workers	NA	
Scheduling		
Automated dispatch	S	
Dispatching based on qualifications & Equipment	S	
Map based dispatching	O	
Street level routing	O	
Other	NA	

Bidders are required to complete chart for their WFM product. If more than one product is offered, copy the columns as required.

Bidders are required to specify an S or an O to represent standard functionality vs. optional functionality. If the optional functionality is available only at an incremental cost, this must be specified.

NA may be used to represent Not Available.

*For Operational Tools, please indicate in the associated documentation whether this functionality is integrated with the WFM device, or whether they are separate tools.

6.5.2 Dispatching (CI)

In support of the priority which CHEC members place on safety, CHEC is interested in the ability to assign worker qualifications to their field staff to assist in the dispatching of orders to only the personnel with the qualifications required to complete the work. This may be achieved through assigning qualifications to staff, or toolsets to trucks, or any other of a variety of methods. Details should be provided regarding all the safety features inherent to the WFM system.

Bidders are asked to provide detailed information regarding the dispatching of work orders. The manner in which work orders are sorted/listed (i.e. by customer, location, schedule, etc) is critical in realizing efficiencies with the assignment of field services.

If GPS capabilities are inherent to the system, and are integrated into the dispatch process, Bidders are asked to provide explanation, and screen shots of the views that are possible for the dispatcher. In addition to the mapping of orders, CHEC members are interested in accessing the real time location of their workers to assist in the completion of on demand requests (i.e. service disconnect / reconnect, outage restoration, etc). Details regarding this functionality are requested.

In addition to the manner in which the dispatcher accesses information, Bidders are asked to explain the ease with which the field service worker (and any associated options) can sort work. If GPS capabilities exist, and are integrated with the sorting of work while in the field, screen shots of the views possible for the field service worker are requested.

6.5.3 Data Management & Integrity (I)

The Installer shall record and retain the meter identification information and the register read of the removed meter, the meter identification information and the register read of the installed Smart Meter using a handheld WFM system equipped with a barcode reader.

The Installer shall maintain an effective process to assure the quality of the electronic data records and transactions. All field data shall be pre-filled on orders. The Installer shall place emphasis on quality data management from the beginning of the training, and will remain responsible for correcting errors in data collected during the installation process.

Data quality (including Meter Reads) shall be accurate 99.9% of the time over the course of the project. The Installer shall collect data from specified collection locations and transfer data in a specified electronic file format for use by CHEC in accordance with a schedule that will be provided by the utility.

6.5.4 WFM Handheld Device (I)

CHEC would like to understand the device being utilized by the contractor. Information should include format of device (tablet, PDA, laptop, phone, etc.), how many orders per day the handheld device can manage (i.e. how many can be downloaded), and what the expected daily battery life is of the device.

6.5.5 Installation Hours (i.e. WFM Charging) (CI)

CHEC's policy for installation hours are that installations should be occurring between the hours of 8:30 am and 4:30 pm. CHEC prefers that there are no evening installs. Saturday installs are acceptable with proper planning (minimum 1 week notice) and staffing of the call center. This should be a last resort for installation backlog, so as not to inconvenience customers. Installer would be required to provide a minimum number of installers in this instance to ensure that it is a productive day (i.e. CHEC members will have to pay overtime to warehouse staff).

6.5.6 Digital Imaging (CI)

The handheld Workforce Management Equipment must be able to take a picture with a resolution no less than 3 Mp of the removed meter. The Installer will take a photograph of the old meter, showing its dials. This photo will be date and time stamped and the file name recorded in the data record associated with the specific installation.

Digital imaging is performed to mitigate the risk associated with Dispute Resolution. If the WFM system allows for read validation which might be used in conjunction with the Digital Imaging process, Bidder should provide details.

6.5.7 GPS (CI)

In addition to installing the meter, capturing the LAN ID and Meter ID data from the barcode on the installed meter, and the start read, CHEC desires to update service location information by having the Bidder capture the GPS co-ordinates of the installed endpoint. Where meters are located in basements or in areas where satellite signal may not be possible, the closest co-ordinates will be collected once communication has been established. Details (including GPS accuracy) are requested regarding this functionality.

6.5.8 Inventory Control (CI)

Given the volume of daily meter installations that will be performed, maintaining accurate control of inventory will be critical. All sealed meter deliveries will be sent to the CHEC location and loaded into inventory via an import into CIS.

Daily workflows will need to be established that have an assigned point of contact for the installation vendor to verify and sign-out the meters required each day for installation in the field. At the end of each day or at start of the next shift, the same point of contact will verify the meters that were not installed are recorded in inventory ensuring adequate controls are in place to manage the assets.

Managing the inventory of essential hardware is an important step in keeping the installation process moving while controlling costs.

- i. The Workforce Management system will be capable of utilizing bar code scanning for recording newly deployed meters.
- ii. Bidders will describe methods used to track inventory of all essential ancillary supplies needed to support the deployment including any associated smart meter devices and installation tools, meter seals, meter rings, meter adaptors, security devices, etc. Bidders should provide details on how their company will ensure that accurate data is provided back to CHEC members and their back office systems.

6.6 Reporting Requirements (CI)

The CHEC Project Manager will hold weekly meetings together with the Installer's Project Manager to review status, identify problems, and plan resolution. The Installer shall provide reporting (as per following subsections) to support these meetings. Where possible, reports should be generated from the WFM system, made possible by the daily data transfers identifying sites visited and completed.

Following is a sample of items that might be included in these reports:

- i. Safety Issues;
- ii. Bidders will describe installation problem categories and escalation levels, identifying the point at which the CHEC Project Manager will become involved;

- iii. Inventory status;
- iv. Installers will provide daily data transfers identifying sites visited and completed and providing work order data;
- v. Bidders should supply automated reports regarding success/failure of daily installation targets;
- vi. The Installer shall report progress, including numbers and percentages of meters installed, attempts to complete the installation process, appointments scheduled and completed and other pertinent installation data to CHEC on a weekly basis (if project plan timeline has been affected, the Installer will provide their plan which will put them back on schedule according to the originally submitted schedule);
- vii. It is expected that the successful Bidder will invoice based on the data in the WFM system.

Bidder's should provide detailed information regarding the reporting functions that are possible through their WFM or other systems.

The Installer will provide all required equipment, along with the trained staff. The Installer shall be required to report all relevant data from the field to the CHEC Installation Coordinator. This includes, but is not limited to meter exchanges that cannot be completed because of access, physical space limitations, or safety reasons.

6.6.1 Reporting: Beginning of the Project (C)

In addition to any other data and reporting requirements outlined, the following report / information will be required at project commencement:

The Bidder will provide CHEC with a Project Plan that indicates the number of meter installers per week for the duration of the project as well as the meters to be installed per week. The Plan shall include contingency plans in the event the installation numbers fall behind the milestone schedule.

6.6.2 Reporting: Daily Reports (C)

In addition to any other data and reporting requirements outlined, the following reports and information will be required on a daily basis through the duration of the project:

The Bidder will identify, report and resolve unsafe conditions on a daily basis or as they are identified according to established safety policies, and report all tampering / interference related situations that might impact revenues, to CHEC on a daily basis.

6.6.3 Reporting: Weekly Reports (C)

In addition to any other data and reporting requirements outlined, the following reports and information will be required at weekly interval through the duration of the project:

The Bidder will provide CHEC members with project plan updates which include number of meters installed to date, and number of meters remaining to be installed. If behind schedule, Action Plans will be identified that are being used to bring the installation schedule back on track.

In addition, the Bidder shall provide details related to any identified unsafe conditions, safety issues, customer diversions, tampering.

6.6.4 Reporting: Bi-Weekly Reports (C)

In addition to any other data and reporting requirements outlined, the following reports and information will be required at bi-weekly intervals through the duration of the project:

The Bidder will provide CHEC member utilities with an invoice indicating: The number of meters installed, the number of identified and utility validated power diversions, the number of identified and utility validated unsafe meter installation sites, the month end invoice shall indicate the number of meters that didn't comply with the month-end target milestone installations.

6.7 Service Level Agreements (I)

Bidders should provide their standard Service Level Agreements, citing such measurable performance indicators as:

- i. Outside Urban installation per week
- ii. Inside Urban installation per week
- iii. Installation Error rate
- iv. Customer Claim rate

6.8 Installation Warranties (I)

The Bidder must state terms on guarantee of workmanship for all installation work performed under this contract.

6.9 Meter Disposal (I)

CHEC will be utilizing a Meter Disposal Vendor to properly, and in an environmentally sound manner, discard of the redundant meters. Should the Bidder desire to provide a Meter Disposal Labour rate, a line item has been added to Pricing Option 1 for this purpose. The Labour that would be required for this service would potentially be for the separation of glass covers from meters, and organization of meter packing supplies (cardboard, Styrofoam packing etc.) into the appropriate bins that would be provided by the Meter Disposal Vendor. CHEC would provide the work space for this service to be performed.

6.10 Water Meters (I)

NOTE: While this section does include an indicator (I), this section is not considered mandatory. There is no requirement that Bidders provide a response to this section.

Certain of CHEC members are interested in replacing existing water meter infrastructure with equipment which will be compatible with the AMI system being deployed. In all likelihood this will require a two stage implementation beginning with the replacement of existing remotes with radio modules. Upon conclusion of the replacement of exterior remotes, the utility will begin replacing meter heads where required. It is expected that the two stages will occur at different times due to the variation in work requirements.

CHEC members for which this work is applicable are interested in synergies and possible cost savings that may result through some combination of work schedules. As the decision regarding this work will be made through a separate procurement, the information that is requested here is purely informational and will not form part of the evaluation being conducted for the purposes of determining the best fit Installer for deployment of electric smart meters.

Information that may contribute to the future procurement includes:

- i. Bidder experience with water projects (information submitted may include "suggestion" as to how to best structure work flow to minimally impact the electric deployment, while possibly realizing synergies and cost efficiencies)
- ii. Bidder qualifications for water projects
- iii. Bidder references for water projects

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Bidders that are interested in being considered for this future work are required to:

- a. Provide an email to the CHEC contact listed in Section 2.4 Submission of Bids. The email need only provide contact information and expression of interest in the future procurement process. This will ensure that interested bidders are included in the future process.
- b. Provide the information requested in this section as part of their response. **As noted in this Section, responses will not be evaluated as part of the decision regarding Electric Smart Meter Deployment Installation Services.**

6.11 Ancillary Services (I)

CHEC members are interested in having the successful Bidder warehouse the AMI meters which have been received into utility inventory. The Pricing and Compliancy spreadsheet allows for bidders to provide pricing for this service through the Pricing Option 1 tabs, under the Ancillary Services section.

Westario Power **will require** this service. While the remaining CHEC members may not **require** this service, they are interested in possible efficiencies that may be realized through having the vendor provide this service (i.e. relaxed time of return for installers due to absence of time restrictions associated with the utility managed meter depot). Bidders are asked to provide pricing for warehousing services for both service areas.

CHEC members would like to reiterate to Bidders the importance of clearly specifying any conditions/assumptions that have contributed to their pricing. CHEC members have provided line items within the pricing tabs which may appear repetitive (i.e. GPS, Disposal labour, Imaging process, inventory management, etc), however this has been done intentionally to provide vendors with the flexibility to provide incremental pricing for all required services.

Section 7: Customer Communications

7.1 Call Centre Services (I)

Installer will be responsible for customer communications associated with gaining access to the customer's meter. CHEC recognizes that some accounts, despite extensive effort by Installer, may be non-installable for any of many reasons. CHEC members accept responsibility for installing smart meters at these non-installable accounts. Bidders will describe the customer communications plan, including;

- i. Call Centre Services Overview (including hours of operation, and policies/procedures)
- ii. Customer contact methods/strategies
- iii. Appointment management (management of multiple sequential (unsuccessful until the last) customer contacts)
- iv. Steps in achieving successful completion of Smart Meter installation
- v. Definition of a non-installable account
- vi. Customer claims administration
- vii. Record keeping and coordination with CHEC Customer Service (CHEC member utilities are interested in understanding the tracking of Service Quality Indicators (SQIs) which may include (but not limited to) such indicators as inbound/outbound calls, appointments attempted/made, complaints, call waiting period, etc.)

Call operations shall be maintained from 8:00 a.m. to 7:00 p.m., Monday to Friday, and shall have a provision for taking calls using an automated method outside of the regular operating hours. CHEC recognizes that their agents may take calls, other than those for the purpose of appointments, once a phone number is provided to the customer. CHEC wishes the Contractor to transact only those calls related to the appointments to be fielded by their staff, and the operator for disposition shall direct all others to CHEC.

The Contractor shall provide in detail:

- The scripting for communicating with customers by phone
- A means of managing the collected customer information and appointments (i.e. managing ongoing coordination and customer communications related to the appointment and meter exchange by the Contractor)
- The fee structure for managing the customer communications for the expressed purpose of collecting appointment data

7.1.1 Communications Materials (I)

CHEC requires that communications materials be provided to the customer by their meter installers when the meter is inaccessible contain the phone number of the Contractor for future follow-up. The Contractor shall manage inbound phone communication to secure appointments for Smart Meter installations using a professional and courteous protocol that shall be approved by CHEC.

7.1.2 Customer Contact (I)

Each meter installer shall be responsible for customer communications associated with gaining access to customer meter. Meter installers will be provided with communications materials to be distributed to customers as part of the meter installation process.

Prior to beginning the meter exchange, each meter installer shall attempt to notify each customer by knocking on the front door and/or ringing the doorbell and waiting a minimum of (1) minute for a response. If the customer does respond, the Installer shall inform the customer of the meter exchange and short power interruption according to the standardized script provided by CHEC. If the customer does not respond, the Installer shall proceed with the installation of the Smart Meter.

7.1.3 Customer Information (CI)

Each meter installer shall provide each customer with communication materials as provided by CHEC, either in person, in the mailbox or through the mail slot. These materials are not to be left where they are readily visible to passers-by or may blow away or become damaged (i.e. rain damage).

7.1.4 Customer Complaints and Claims Administration (CI)

The Installer shall have a procedure to process and manage customer claims, arising from the provision of the Services pursuant to this Agreement, which will successfully resolve issues in a timely manner. All claims shall be reported to CHEC once the Installer has been made aware of the incidence. Claims outstanding over (10) days are to be reported to CHEC for resolution. The Installer shall have full accountability for customer claims and complaints, especially for the response to initial reports of half or full power outage following a Smart Meter change. This accountability applies regardless of the time of call and may fall outside business and work hours. CHEC crews and resources are prepared to aid the Installer in a resolution based on the initial findings of Field Staff if the call ends up being systemic rather than an oversight on the part of the Contractor. Additional compensation shall not be provided by CHEC to meet the Installer's obligations for after-hour response and site visits that are required to mitigate customer complaints.

7.2 Pre-Canvassing Service (I)

Pre-Installation Customer Information Packages are to be delivered to customers approximately 2 weeks before the scheduled meter replacement date. Customer Contact and Information Packages would be provided by CHEC.

As an option, Bidders that are able to provide input based on experience regarding suggested processes for Customer Communications that may take place prior to deployment are requested to do so. If possible, the Bidder should provide any marketing material that they may have used in the past that was found to be effective.

Section 8: Contract Terms and Conditions

8.1 General

This Agreement covers the general conditions under which the work shall be performed.

Bidder shall be aware and acknowledges that the work to be performed may be on or within close proximity to electrical apparatus that may be energized at normal potential and with normal current carrying capacity during the course of the work. This may involve the equipment or facilities being worked on directly, or equipment or facilities adjacent to the actual devices and location being worked on.

Bidder will under no circumstances replace anything except single phase meters.

8.2 Information to Contractors

Bidder represents that it has carefully examined the specifications and requirements of the municipality(s) having jurisdiction in the work location(s) and any other authorities having jurisdiction, and has thoroughly familiarized themselves with all permit, inspection and other requirements of all of these agencies and authorities.

Bidder will not rely solely upon any information or representations made or furnished by CHEC respecting the nature of the site conditions, the work to be performed or the quality of any materials to be used.

8.3 Approvals

Bidder shall work closely with the authorities having jurisdiction. Bidder shall satisfy all authorities on specific concerns on work permits. No permit costs have been included in this Agreement. Should the need for any permits arise, Bidder will invoice CHEC for the costs thereof.

8.4 Sub-Contractors

Bidder shall set out herein, all Sub-Contractors to be employed in the performance of the Agreement. No other Sub-Contractor shall be employed without the approval of CHEC.

8.5 Officials in Charge, Personnel, Employment Conditions

Bidder shall identify in Schedule "A", prior to commencing work, a work site manager (the person on the job) who will be in charge of the work and all work sites, as well as an office official (officer, principle, or senior manager) at his central place of business who will be responsible for the work.

CHEC's key contacts are also identified in Schedule "A".

Bidder shall take every step to minimize a change of site manager during the course of the work, but when necessary, Bidder will make such change with an individual of similar or greater capability.

Bidder will provide conditions of employment in accordance with the Occupational Health and Safety Act, and the Employment Standards Act and their latest revisions, and any other statutory requirements in force and effect.

Bidder hereby agrees that no person shall be employed who is unfit to do the work or anyone unskilled to do the work assigned to him. Persons under the influence of intoxicating drugs or beverages shall be declared unfit.

Bidder agrees that for the purpose of the work to be undertaken, they will not discriminate in the hiring and implementation of labour against any person's gender, race, national origin, colour or religion.

8.6 Work Protection

Work protection from electrical hazards, where required, shall be applied for prior to beginning work and shall be consistent with the Electric & Utilities Safety Association's Protection Code, and upon review and acceptance by Bidder, CHEC requirements. Protections shall be surrendered at the end of each working day. In general, daily requests shall be available during CHEC normal working hours only.

Signalling and traffic protection shall be done according to the Occupational Health and Safety Act, the Highway Traffic Act, and CHEC requirements.

Only competent personnel shall work within the ten feet limit of approach for apparatus energized over 750 volts. CHEC Manager of Engineering and Maintenance shall have the sole discretion to determine such competence, but Bidder will assume full liability in respect of any such personnel, even if approved of by CHEC. Equipment, tools, and protective clothing shall be in accordance with the Electric Utilities Safety Act, the Occupational Health and Safety Act, and other authorities having jurisdiction.

8.7 Site Housekeeping

During the performance of the work, Bidder shall ensure that the work site is kept as neat and orderly as possible, in keeping with the nature of the work in progress. When work is interrupted for any length of time, or at the completion of the work, all waste material shall be removed and tools, equipment and surplus material shall be removed or stored or secured in a neat and safe fashion.

8.8 Term

The Agreement will terminate as per the agreed to contract dates. The Agreement may be extended on terms mutually agreeable to the parties.

8.9 Training and Safety

Before beginning installation of smart meters, all Bidder installers must receive the following training:

- E&USA Training for residential smart meter changes. Proof of training must be provided and approved by CHEC.
- CHEC Health and Safety orientation
- Work procedures and workforce management orientation

Bidder shall comply with all CHEC safety rules, when Bidder has reviewed and accepted such rules.

8.10 Schedule

Bidder shall submit, at such times as may reasonably be requested by CHEC, schedules which shall show the order in which it is proposed to do the work, with dates showing commencement and completion of the various parts of the work.

8.11 Public Relations

Bidder shall respect private property and do whatever necessary to prevent damage to landscaping, buildings, fences and other appurtenances on private property and where damage results will make

restoration to the pre-damaged state. Public lands on rights of way shall be restored to the satisfaction of the authority having jurisdiction.

8.12 Identification

Bidder vehicles must be properly identified with the company name. Bidder employees must carry proper identification at all times.

8.13 Materials and Labour

Unless otherwise stipulated, the lump sum price or prices quoted in this Agreement shall include the furnishing of all of the Bidder designated supplied materials, supplies and equipment and the providing of all labour, construction tools and equipment, utility and transportation services necessary to perform and complete all the work required under this Agreement.

All designated material, major or minor, supplied by Bidder must be approved by CHEC prior to its installation. Any material supplied by Bidder and installed without CHEC approval will be replaced at Bidder's expense. Co-ordination of the delivery of materials shall be by Bidder. No claims will be considered due to late deliveries.

8.14 Working Hours

Unless otherwise stated, all labour and services under this Agreement will be performed during the hours of 8:30 am - 4:30 pm local time Monday through Friday, excluding statutory holidays (except for telephone call answer services). If for any reason CHEC requests Bidder to furnish any such labour or services outside of the hours of 8:30 am - 4:30 pm local time Monday through Friday, or on statutory holidays, any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, will be billed to and paid by the appropriate CHEC member utility.

8.15 Taxes

CHEC agrees to pay the amount of any new or increased Canadian taxes or governmental charges upon labour or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CHEC claims any such taxes do not apply to transactions covered by this Agreement, CHEC will provide Bidder with a tax exemption certificate acceptable to the applicable taxing authorities. CHEC to the extent required by applicable law, may retain and remit any withholding taxes on behalf of Bidder and provide evidence of that to Bidder. CHEC shall not be required to make any "gross up" payment to Bidder to compensate Bidder for such withholding.

8.16 Insurance Obligations

Bidder shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Bidder has the right to insure or self-insure any of the insurance coverage's listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of CDN \$5,000,000 per occurrence. Such policy will be written on an occurrence form basis.
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of CDN \$5,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for

physical damage to property which is assumed in the Contract.

(d) Workers Safety Insurance Board Insurance Coverage A - Statutory limits.

Prior to the commencement of the Contract, Bidder will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance, and warrants that such coverage will be maintained for the duration of the Agreement, and that proof of maintenance will be routinely supplied.

Bidder will not issue coverage on a per project basis.

8.17 Hazardous Substances, Mould and Unsafe Working Conditions

8.17.1

CHEC has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mould, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to CHEC's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mould on or within such locations.

8.17.2

If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Bidder or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition will constitute a cause beyond Bidder's reasonable control and Bidder will have the right to cease the work or Services until the area has been made safe by CHEC or CHEC's representative, at CHEC's expense. Bidder will have the right to terminate this Agreement if CHEC has not fully remediated the unsafe condition within sixty (60) days of discovery.

8.17.3

CHEC members represent that they have not retained the Bidder to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mould or conditions caused by Hazardous Substances or Mould.

8.18 Warranty and Limitation of Liability

8.18.1

Bidder will have all work performed by appropriately trained and experienced personnel in a workmanlike manner consistent with industry standards and applicable law. Bidder will replace or repair any work Bidder provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or Bidder supplied materials, except to the extent the failure results from CHEC negligence, or from fire, lightning, water damage, or any other cause beyond the control of Bidder. This warranty applies to all work Bidder provides under this Agreement, whether or not manufactured by Bidder. The warranty is effective as of the date of installation.

8.18.2

The warranties set forth herein are exclusive, and Bidder expressly disclaims and CHEC expressly waives all other warranties, whether written or oral, implied or statutory, including but not limited to, any warranty of workmanship, construction, merchantability or fitness for a particular purpose, with respect to the services, equipment, and materials provided hereunder. Bidder will not be liable for

any property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, incidental, indirect, speculative, remote, consequential, punitive, or exemplary damages, arising from, or relating to, this limited warranty or its breach.

8.18.3

Bidder makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mould. Bidder will have no duty, obligation or liability, all of which CHEC expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mould.

8.19 Indemnity

Bidder agrees to indemnify and hold CHEC and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Bidder's negligent actions or willful misconduct in its performance of the work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) CHEC gives Bidder prompt notice in writing of any such claims and permits Bidder, through counsel of its choice and Bidder's sole cost and expense, to answer the claims and defend any related suit and (ii) CHEC gives Bidder the authority and reasonable assistance and access to all applicable information in its possession, at Bidder's expense, to enable Bidder to defend such suit. Bidder will not be responsible for any settlement without its written consent, which consent shall not be unreasonably withheld or delayed. Bidder will not be liable for loss or damage caused by the negligence of CHEC or any other party or such party's employees or agents. This obligation will survive termination of this Agreement. Notwithstanding the foregoing, CHEC agrees that Bidder will not be responsible for any damages caused by Mould or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

8.20 Limitation of Liability

8.20.1

Subject to: (1) Bidder's obligations under the above indemnity (s. 8.19), (ii) a breach of its confidentiality or privacy obligations, (iii) breach of applicable law; or (iv) intentional or willful misconduct, in no event will Bidder be liable for any special, incidental, indirect, speculative, remote, consequential, punitive or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, mould, moisture, indoor air quality, or otherwise, arising from, relating to, or connected with the services, equipment, materials, or any goods provided hereunder.

8.20.2

Notwithstanding anything to the contrary herein, Bidder's total liability arising out of or as a result of its performance under this agreement will not exceed the amount of this agreement.

8.21 Excusable Delays

Bidder will not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mould, or any other cause beyond Bidder's reasonable control (the "Force Majeure Event") provided that Bidder: (i) promptly notifies the other Party immediately and in detail of the commencement and nature of such a cause; (ii) promptly develops a workaround strategy if one is reasonably available; and (iii) uses all commercially reasonable efforts to render performance in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available and to otherwise resume service to the applicable standard. A failure by a sub-contractor or other agent to perform shall only be considered a Force Majeure Event if the failure by that sub-contractor or agent to perform is due to a Force Majeure Event suffered by that sub-contractor or agent and such sub-contractor or agent is taking the same actions as are required by Bidder under this Section in respect of a Force Majeure Event. The benefit of this section shall not apply to the performance or an obligation which is thirty (30) or more days in default. In the event of any such delay, date of shipment or performance will be extended by a period equal to the time lost by reason of such delay.

8.22 Dispute Resolution

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Bidder and CHEC arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration, conducted in accordance with the Arbitration Rules of the Canadian Commercial Arbitration Center. Any award rendered by the arbitrator will be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Either party can terminate for cause without the obligation to engage in dispute resolution, mediation or arbitration.

8.23 Acceptance of Contract

This proposal and the pages attached will become an Agreement upon signature above by Bidder and CHEC. The terms and conditions are expressly limited to the provisions hereof, including Bidder's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Bidder of any purchase order, specification, or other document issued by CHEC. Any additional or different terms set forth or referenced in CHEC's purchase order are hereby objected to by Bidder and will be deemed a material alteration of these terms and will not be a part of any resulting order.

8.24 Miscellaneous

8.24.1

This Agreement represents the entire Agreement between CHEC and Bidder for the work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

8.24.2

None of the provisions of this Agreement will be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by CHEC that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

8.24.3

This Agreement will be governed by the law of the province where the work is to be performed.

8.24.4

Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Bidder and CHEC, who agree that this Agreement will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.24.5

CHEC may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Bidder. Bidder may assign its right to receive payment to a third party.

8.24.6

Bidder will provide services in accordance with the attached work scope documents and the terms and conditions herein, which form a part of this Agreement.

8.24.7

The parties are independent contractors and no other relationship is intended. Nothing herein shall be deemed to constitute either party as an agent, representative or employee of the other party, or both parties as joint venturers or parties for any purpose to create a fiduciary relationship between the parties. Neither party shall act in a manner that expresses or implies a relationship other than that of an independent contractor. Each party shall act solely as an independent contractor and shall not be responsible to third parties for the acts or omissions of the other party. Neither party will have the authority or right to represent or obligate the other party in any way except as expressly authorized by this agreement.

8.24.8

If Bidder is delayed in its performance of the work due to the delayed performance or non-performance of CHEC or its suppliers, CHEC shall notify Bidder one (1) week in advance. In the event Bidder is notified (1) one week in advance, Bidder shall relieve CHEC of all costs except for the following: In the event Bidder incurs any costs in retaining staff or recruiting and staffing a new position as a result of the delay then CHEC will reimburse Bidder at its actual documented costs incurred plus 10%. Bidder shall invoice CHEC no more than weekly for such reimbursement and CHEC shall pay such invoices within the terms of this Agreement. All such invoices will itemize the costs incurred and proof will be provided to the extent possible.

8.25 Terms of Payment

Subject to Bidder's approval of each CHEC member utility's credit, payment terms are as follows:

Progress Payments: Bidder will invoice monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labour, and services performed, both on and off the job site. CHEC agrees to pay the full amounts invoiced, less holdback, upon receipt of the invoice at the address specified by CHEC. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest

from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly.

Holdback: CHEC will not withhold, as holdback, a greater percentage than is withheld from CHEC under a prime contract, if applicable. CHEC will pay all holdback to Bidder within 30 days after Bidder's work is substantially complete.

Suspension of work: If Bidder, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Bidder invoice, Bidder may suspend work until CHEC provides remedy unless CHEC provides evidence disputing such amount is owing.

8.26 Work by Others

8.26.1

Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Bidder are to be installed by others.

8.26.2

Services Bidder will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth by CHEC. CHEC or Owner will specify all performance and design criteria that Bidder will follow in performing work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others.

8.27 Delivery

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Bidder will be F.O.B. at Bidder's factory, warehouse, or office selected by Bidder. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Bidder will be C.I.F. at site of installation.

8.28 Damage or Loss

Bidder will not be liable for damage to or loss of equipment and software after installation.

8.29 Termination

A party may terminate this Agreement for cause if the other party defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the work (in the case of Bidder) in accordance with this Agreement, after giving the other party written notice of its intent to terminate. If the defaulting party has not, within seven (7) business days after receipt of such notice, remedied such deficiencies, the other party may terminate this Agreement.

8.30 Changes in the Work

CHEC, without invalidating the Agreement, may direct the Contractor to perform extra work or make changes in the work, provided that all changes or additions form an inseparable part of the contracted work. The contractor shall make such changes or additions only after receipt of written instructions to do

so from CHEC. If such changes or additions cause an increase or decrease in the cost of the Agreement, or in the time required to complete the Agreement, an equitable adjustment shall be made and the Agreement shall be modified accordingly by a Change Order in writing.

When a change is ordered, CHEC and the Contractor shall execute a change order before any change order work is performed. Any increase or decrease in the contract price and the time required for the completion of the contract work due to a change order shall be specifically set out in the change order. All terms and conditions contained in the Agreement shall be applicable to change order work. The amount of any increase or decrease shall be added to or subtracted from the contract price as appropriate.

8.30.1

A Change Order is a written order signed by CHEC and Bidder authorizing a change in the work.

8.30.2

CHEC may request Bidder to submit proposals for changes in the work, subject to acceptance by Bidder. If CHEC chooses to proceed, such changes in the work will be authorized by a Change Order.

8.31 Acceptance of the Work

CHEC designated representative will determine if any work has not been performed in accordance with this Agreement.

Upon receipt of notice by Bidder that the work is ready for final inspection and acceptance, CHEC will make such final inspection and issue acceptance within five (5) business days (except for work performed in the first thirty (30) days of the Agreement, in which case it shall be ten (10) business days). Acceptance will be in a form provided by Bidder, stating that to the best of CHEC's knowledge, information and belief, and on the basis of CHEC's on-site visits and inspections, the work has been fully completed in accordance with the terms and conditions of this Agreement. If CHEC finds the work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Bidder, CHEC will notify Bidder in writing within the five (5) business days (or ten (10) business days, as applicable) setting forth the specific reasons for non-acceptance. Failure to respond shall result in cancellation of the Agreement. Any payment then made will be based on proration, per unit, quantities of acceptable work performed, less costs assessed by CHEC for correction of deficiencies and noted issues. Nothing in this Section 8.31 will be construed to require that CHEC indemnify and hold harmless the Bidder from claims and costs resulting from Bidder's negligent actions or willful misconduct.

8.32 Confidentiality and Privacy

"Confidential Information" means all information relating to either Party or to such Party's business, products, sales, customers, trade secrets, technology or financial position to which access is obtained or granted hereunder, which when disclosed to the other Party is marked or otherwise designated as confidential, provided, however, that Confidential Information shall not include any data or information which: (i) is or becomes publicly available through no fault of the other Party; (ii) is already in the rightful possession of the other Party prior to its receipt from the other Party as evidenced by documentation; (iii) is independently developed by the other Party as evidenced by documentation; (iv) is rightfully obtained by the other Party from a third party whose lawful right to provide such data or information is evidenced by documentation; (v) is disclosed with the written consent of the Party whose information it is; or (vi) is disclosed pursuant to a Canadian court order or other Canadian legal compulsion.

8.33 Definitions

8.33.1

“Hazardous substance” includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

8.33.2

“Mould” means any type or form of fungus or biological material or agent, including mould, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

8.33.3

“Covered Equipment” means the equipment covered by the Services to be performed by Bidder under this Agreement, and is limited to the equipment included in the respective work scope attachments.