



# Request for Proposals

## **Solar and Storage**

**RFP Number:** 2025-TAF-07

**Issue Date:**

Thursday, August 14, 2025 (4:00 PM EDT)

**Submission Deadline:**

Friday, September 19, 2025 (3:00 PM EDT)

**Issued by:**

The Atmospheric Fund

## SUMMARY SHEET

RFP Number:	2025-TAF-07
Title:	Solar and Storage
Status:	Open
Bid Issue date:	Thursday, August 14, 2025 (4:00 PM EDT)
Procurement Overview:	<p>The Atmospheric Fund (“TAF”) is seeking a qualified proponent to help deliver a residential solar PV and battery storage advisory and installation support program in the Greater Toronto and Hamilton Area (GTHA).</p> <p>Through this program, TAF aims to catalyze adoption of residential rooftop solar PV systems at scale by supporting and facilitating the customer experience. The program may also support adoption of paired storage systems that can help homeowners increase their home’s energy resilience, support their local grid, and participate in current and potential future incentive programs.</p>
Deadline for Questions:	Wednesday, August 27, 2025 (5:00 PM EDT)
Deadline for Issuing Addendum:	Wednesday, September 3, 2025 (5:00 PM EDT)
Public Opening:	No
Submission Deadline:	Friday, September 19, 2025 (3:00 PM EDT)
Anticipated Award Date:	Monday, October 20, 2025 (4:00 PM EDT)
Submission Method	Online only via Bonfire Portal
Language:	English
RFP Contact:	Sachin Sethi <a href="mailto:purchasing@taf.ca">purchasing@taf.ca</a>

## **TABLE OF CONTENTS**

<b>DEFINITIONS.....</b>	<b>1</b>
<b>PART 1 – INTRODUCTION.....</b>	<b>4</b>
1.1 About – The Atmospheric Fund.....	4
1.2 Invitation to Respondents.....	4
1.3 RFP Contact.....	4
1.4 RFP Timetable.....	5
1.5 Service Agreement.....	5
<b>PART 2 – SUBMISSION OF PROPOSALS.....</b>	<b>6</b>
2.1 Proposals to be Submitted Electronically .....	6
2.2 Language of Proposals .....	6
2.3 Proposal Irrevocability.....	6
2.4 Proposals to be Submitted on Time .....	6
2.5 Proposals to be Submitted in Prescribed Format .....	6
2.6 Completeness of Proposals .....	7
2.7 Amendment of Proposals .....	7
2.8 Withdrawal of Proposals .....	7
2.9 Acceptance or Rejection of Proposals .....	7
<b>PART 3 – EVALUATION OF PROPOSALS.....</b>	<b>8</b>
3.1 Evaluation Team.....	8
3.2 Stages of Evaluation.....	8
3.3 Evaluation Matrix.....	8
3.4 Ranking and Selection.....	9
3.5 Notification of Top-Ranked Respondent .....	9
3.6 Service Agreement.....	9
<b>PART 4 – TERMS AND CONDITIONS OF THE RFP PROCESS.....</b>	<b>10</b>
4.1 General Information and Instructions.....	10
4.2 Communication after Issuance of RFP .....	11
4.3 Notification and Debriefing.....	12
4.4 Conflict of Interest and Prohibited Conduct.....	13
4.5 Confidential Information.....	15
4.6 Procurement Process Non-Binding.....	16
4.7 Compliance with Accessibility Standards.....	18
4.8 Trade Agreements.....	18
4.9 Competition Act.....	18
4.10 Governing Law and Interpretation.....	19
 <b>APPENDIX A – RFP PARTICULARS</b>	
<b>APPENDIX B – PRICING</b>	
<b>APPENDIX C – SUBMISSION FORM</b>	
<b>APPENDIX D – REFERENCE FORM</b>	
<b>APPENDIX E – SERVICE AGREEMENT</b>	
<b>APPENDIX F – HOME SURVEY DESIGN</b>	

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## DEFINITIONS

In this RFP the following terms have the meanings set out below:

**“Addendum”** means an attachment to the RFP that modifies the terms and conditions of the original RFP. **“Addenda”** is the plural form of Addendum.

**“Agreement”** or **“Contract”** means a written agreement for the provision of the Work that may result from this RFP, executed between TAF and the successful Proponent of this RFP.

**“Applicable Law”** and **“Applicable Laws”** means any common or civil law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by laws, rules, guidelines, approvals, and other legal requirements of any government and/or regulatory authority in effect from time to time.

**“Business Day”** or **“Business Days”** means Monday to Friday between the hours of 9:00 a.m. to 5:00 p.m. EST, except when such a day is a public holiday, as defined in the Employment Standards Act (Ontario), or as otherwise agreed to by the parties in writing.

**“Competitive Procurement”** means a process that includes a bidding or a response process to provide equal opportunity to multiple suppliers, intended to solicit fair and competitive bids.

**“Conflict of Interest”** has the meaning set out in Subsection 4.4.1.

**“Days”** means calendar days.

**“Deliverables”** means all services to be provided by the selected Proponent with regards to the “Scope of Work” described in detail in the Section D of the RFP Particulars (Appendix A).

**“Evaluation Team”** means the individuals designated by TAF as being responsible for evaluating the proposals.

**“Goods”** means moveable property, including the cost of operating, maintaining or manufacturing such moveable property, and includes raw materials, products, equipment and other physical objects of every kind and description whether sold in solid, liquid, gaseous or electronic form, unless they are procured directly as part of a general construction contract.

**“GTHA”** refers to the Greater Toronto and Hamilton Area.

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**“Person”** means any individual, partnership, corporation, association, organization, trust, members of a joint venture, or any other entity.

**“Personal Information”** means recorded information about an identifiable individual or that may identify an individual, but does not include the name, title, contact information or designation of an individual that identifies the individual in a business, professional or official capacity.

**“Proposal”** means all the documentation and information submitted by a Proponent in response to this RFP and, as the context may suggest, refers to a bid, quote or submission.

**“Proponent”** or **“Proponents”** means a person that submits a response in response to this RFP and, as the context may suggest, may refer to a potential Supplier or Vendor.

**Rated Criteria** means those criteria indicated in Section J of the RFP Particulars (Appendix A).

**“RFP”** or **“Request for Proposal”** means this Request for Proposal document for the Suppliers for the Services, including all attachments and documents referenced herein and all Addenda to this document (if any) and all Addenda thereto issued by TAF.

**“RFP Contact”** means the individual identified as the RFP Contact in Section 1.3. The RFP Contact is an employee of TAF, leading the RFP process.

**“Services”** means the services intended to be procured pursuant to this RFP.

**“Social value”** means that the services as described will take into consideration employment and/or sub-contracting of people facing barriers; working with social enterprises; prioritizing locally sourced materials and goods; and a diverse supply chain.

**“Supplier”** means a Person that is capable of providing the Deliverables including but not limited to a consultant, contractor and vendor.

**“Submission Deadline”** means Submission Date and time as set out in Section 1.4 for the submission of Proposals from the Proponents and as may be amended from time to time in accordance with the terms of the RFP via Addendum.

**“TAF”** means The Atmospheric Fund.

**“Unfair Advantage”** means any conduct, direct or indirect, by a Proponent that may or may appear to result in it gaining an unfair advantage over other Proponents, including but not limited to

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- (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to TAF and which is not available to other Proponents,
  - (ii) communicating with any Person with a view to influencing, or being conferred preferred treatment in, the RFP process, or
  - (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and results or could be seen to result in any unfairness.

**“Value-Add”** means an incentive which is an offer by a Proponent over and above the primary goods or services being proposed, with the intent to increase the total value received by the purchaser.

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## PART 1 – INTRODUCTION

### 1.1 About – The Atmospheric Fund

TAF is a regional climate agency that invests in low-carbon solutions for the GTHA and helps scale them up for broad implementation. We are experienced leaders and collaborate with stakeholders in the private, public and non-profit sectors who have ideas and opportunities for reducing carbon emissions. We advance the most promising concepts by investing, providing grants, influencing policies and running programs. We are particularly interested in ideas that offer benefits beyond carbon reduction such as improving people's health, creating new green jobs, boosting urban resiliency, and contributing to a fair society. TAF is a proud member of the Low Carbon Cities Canada (LC3) network.

For the GTHA to be carbon neutral by 2050, much needs to be done, and quickly. TAF is focused on enabling the acceleration and scale-up of low-carbon solutions so that we reach that goal.

### 1.2 Invitation to Proponents

This RFP is an invitation by TAF to prospective proponents to submit a Proposal for **Solar and Storage** as further described in Section D of the RFP Particulars (Appendix A).

### 1.3 RFP Contact

For the purposes of this procurement process, the "RFP Contact" will be:

**Sachin Sethi**

Email: [purchasing@taf.ca](mailto:purchasing@taf.ca)

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

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## 1.4 RFP Timetable

Issue Date:	Thursday, August 14, 2025 (4:00 PM EDT)
Deadline for Questions:	Wednesday, August 27, 2025 (5:00 PM EDT)
Deadline for Issuing Addenda:	Wednesday, September 3, 2025 (5:00 PM EDT)
Submission Deadline:	Friday, September 19, 2025 (3:00 PM EDT)
Anticipated Award Date:	Monday, October 20, 2025 (4:00 PM EDT)
Tentative Contract Start:	October / November 2025

The RFP timetable is tentative only and may be changed by TAF at any time.

## 1.5 Service Agreement

The Top-Ranked Proponent will be invited to enter into an agreement in the form set out in Appendix E (the “Service Agreement”).

This service agreement will cover an initial 36-month term, with an option of up to two (2) one-year extension(s) based on performance and mutual agreement.



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## PART 2 – SUBMISSION OF PROPOSALS

### 2.1 Proposals to be Submitted Electronically

Proposals must be submitted electronically through TAF's Bonfire Portal at:

<https://taf.bonfirehub.ca/>

Submissions by any other methods will not be accepted.

Proponents should contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to submissions, or visit Bonfire's help forum at

<https://bonfirehub.zendesk.com/hc>

### 2.2 Language of Proposals

All Proposals must be submitted in English only.

### 2.3 Proposal Irrevocability

All Proposals shall be irrevocable and open for acceptance for a period of 90 days following the date of the Submission Deadline.

### 2.4 Proposals to be Submitted on Time

Proposals must be uploaded and submitted through Bonfire Portal on or before the Submission Deadline set out in the RFP Timetable.

Proposals submitted after the Submission Deadline will be rejected without exception. TAF does not accept any responsibility for late Submission of Proposals.

It is strongly recommended that you give yourself sufficient time and at least one (1) day before the Submission Deadline to begin the uploading process and to finalize your Submission. Uploading large documents may take significant time, depending on the size of the file(s) and your internet connection speed.

### 2.5 Proposals to be Submitted in Prescribed Format

Proposals should be prepared in the file formats listed under "Requested Information" on TAF's Bonfire Portal. The maximum upload size is 1000MB per file. Please do not embed any documents within your loaded files, as they will not be assessable or evaluated.

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Please refer to Bonfire for minimum system requirements:

<https://support.gobonfire.com/hc/en-us/articles/360005926333-Minimum-System-Requirements>

Proponents will receive an email receipt with a unique confirmation number upon submitting their Proposal to the Bonfire Portal.

## **2.6 Completeness of Proposals**

By submitting the Proposal, the Proponent confirms that its proposal is complete, accurate and meets the requirements set out in this RFP.

Any requirement that may be identified by the Proponent after the Submission Deadline or subsequent to signing the Agreement shall be provided at the Proponent's expense.

## **2.7 Amendment of Proposals**

Proponents may amend their Proposal prior to the Submission Deadline by un-submitting the Proposal and re-submitting a revised Proposal through TAF's Bonfire Portal.

## **2.8 Withdrawal of Proposals**

At any time throughout the RFP process, a Proponent may withdraw a submitted Proposal. To withdraw a Proposal prior to the Submission Deadline, the Proponent should un-submit the Proposal through TAF's Bonfire Portal.

A Proposal may not be withdrawn after the Submission Deadline.

## **2.9 Acceptance or Rejection of Proposals**

TAF reserves the right in its sole, unfettered and absolute discretion, to accept or reject any or all Proposals including, without limiting the foregoing, the right to reject any Proposal based on the previous dealings with TAF and the Proponent, and to waive irregularities and/or omissions in order to serve the best interests of TAF.

Furthermore, TAF will not be responsible for any liabilities, cost, expense, loss or damage incurred, sustained or suffered by any Proponent, prior or subsequent to, or by reason of acceptance or non-acceptance by TAF of any Proposal, or by reason of any delay in the acceptance of a Proposal.

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## PART 3: EVALUATION OF PROPOSALS

### 3.1 Evaluation Team

All Proposals will be evaluated through a comprehensive review and analysis by an Evaluation Team that will include members from TAF and may include other stakeholders at TAF's discretion.

The Evaluation Team may, at its sole discretion, retain members or advisors as it deems appropriate. The Evaluation Team will determine which Proposal or Proposals best meet the requirements as set out in this RFP. By responding to this RFP, Proponents will be deemed to have agreed that the decisions of the Evaluation Team will be final.

### 3.2 Stages of Evaluation

TAF will carry out the Evaluation of Proposals in the following stages:

- Stage I – Mandatory Submission Requirements
- Stage II – Rated Criteria

#### 3.2.1 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which Proposal(s) have submitted a complete and appropriate version of the Submission Form (Appendix C). If a Proposal fails to satisfy this Requirement, the Proposal will be disqualified and will not proceed to enter Stage II.

#### 3.2.2 Stage II – Rated Criteria

Stage II will score each qualified Proposal based on the “**Evaluation Matrix Table**” provided in the Rated Criteria described in Section I of the RFP Particulars (Appendix A).

During the evaluation period TAF may request that a Proponent provide clarification of any part of its Proposal.

Additionally, TAF may invite Proponents to participate in a 1-hour interview as part of the evaluation process.

### 3.3 Evaluation Matrix

Please refer to the Evaluation Matrix Table provided in the Rated Criteria described in Section I of the RFP Particulars (Appendix A).

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### 3.4 Ranking and Selection

Based on the evaluation of the Proposals, the Proponent or Proponents will be ranked based on their total scores. The proponent with the highest total score will be selected as the **Top-Ranked Proponent**.

### 3.5 Notification of Top-Ranked Proponent

The Top-Ranked Proponent selected by TAF to enter into the Service Agreement in accordance with the **Evaluation of Proposals** will be so notified by TAF in writing.

### 3.6 Service Agreement

The Top-Ranked Proponent then would enter into an **Agreement** based on the Service Agreement included in the RFP (Appendix E).

TAF understands that changes to the Agreement may take place as agreed upon by both parties. There is no guarantee of any volume of service being purchased by TAF.

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## PART 4: TERMS AND CONDITIONS OF RFP PROCESS

### 4.1 General Information and Instructions

#### 4.1.1 Proponents to Follow Instructions

Proponents must structure their Proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, the Proposal should reference the applicable Section numbers of this RFP.

#### 4.1.2 No Incorporation by Reference

The entire content of the Proposal should be submitted in a complete and fulsome form and without any incorporation by reference to or reliance upon the contents of any other documents, websites or other references.

#### 4.1.3 Past Performance

In the evaluation process, TAF may consider the Proponent's past performance or conduct on previous contracts with TAF or other Persons.

#### 4.1.4 Information in RFP Only an Estimate

TAF and its stakeholders make no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of Addenda. Any quantities shown or data contained in this RFP or provided by way of Addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of work. It is the Proponent's responsibility to obtain all the information necessary to prepare a Proposal in response to this RFP.

#### 4.1.5 Proponents to Bear Their Own Costs

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

#### 4.1.6 Proposals to be Retained by TAF

All Proposals submitted shall become the property of TAF.

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#### 4.1.7 No Guarantee of Volume of Work or Exclusivity of Contract

TAF makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. TAF may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally at its sole discretion.

### 4.2 Communication after Issuance of RFP

#### 4.2.1 Proponents to Review RFP

Proponents should promptly examine all the documents comprising this RFP, and may direct questions or seek additional information via the “**Messages - Questions and Answers**” feature on TAF’s Bonfire Portal: <https://taf.bonfirehub.ca/> before the **Deadline for Questions**. Where a question relates to a specific section of this RFP, reference should be made to the specific section number and page of the RFP. Additionally, where an answer results in any change to the RFP, such answer will be formally documented through the issue of an Addendum reflecting that change.

TAF is under no obligation to provide additional information, and Information obtained from any source other than through the Bonfire portal is unofficial and must not be relied upon as part of this RFP.

Proponents must not contact any other employees, officers, consultants, agents, elected officials or other representatives of TAF regarding matters related to this RFP. Any Proponent found to have contacted persons other than through the Bonfire Portal, may be disqualified from submitting a Proposal, or have their Proposal rejected. The Proponent is solely responsible for seeking any clarification required regarding this RFP, and TAF shall not be held responsible for any misunderstanding by the Proponent.

#### 4.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by Addendum in accordance with this section. If TAF, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by Addendum posted through TAF’s Bonfire Portal.

Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. No other statement, whether written or oral, shall amend this RFP. Proponents are responsible for obtaining all addenda issued by TAF.

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In the Submission Form (Appendix C), Proponents should confirm their receipt of all addenda by setting out the number of each Addendum in the space provided.

#### 4.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

#### 4.2.4 Verify, Clarify and Supplement

When evaluating Proposals, TAF may request further information from the Proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's Proposal including but not limited to clarification with respect to whether the Proposal meets the Mandatory Submission Requirements set out in Section G of the RFP Particulars (Appendix A).

TAF without liability, costs or penalty and in its sole, unfettered and absolute discretion, may verify any statement or claim by whatever means TAF deems appropriate, including contacting Persons in addition to those offered as references by the Proponent. TAF may revisit, re-evaluate and rescore the Proponent's Proposal or ranking on the basis of any such information.

The Proponent shall cooperate in the verification of information and is deemed to consent to TAF verifying such information.

#### 4.2.5 Acceptance of RFP

By submitting a Proposal, the Proponent agrees to accept and to be bound by all of the terms and conditions contained in this RFP, and by all of the representations, terms, and conditions contained in its Proposal.

### 4.3 Notification and Debriefing

#### 4.3.1 Notification to Other Proponents

Once the selected Proponents have been notified, the other Proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the RFP process.

#### 4.3.2 Debriefing

Proponents may request a debriefing for procurements valued at \$121,200 or more, and after receipt of a notification of the outcome of the RFP process. All requests for a debriefing must be submitted in writing to the RFP Contact and must be made within

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sixty (60) days of such notification. At TAF's sole discretion, a debrief may be granted based on the request.

Any request that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

#### **4.3.3 Bid Protest Procedure**

In the event that a Proponent wishes to review the decision of TAF in respect of any material aspect of the RFP process, and subject to having requested a debriefing, the Proponent shall submit a written protest via email (a "Bid Protest") to RFP Contact within ten (10) calendar days from such a debriefing.

Any Bid Protest that is not received within the foregoing timeframe will not be considered and the Proponent will be notified of same in writing.

A Bid Protest shall include the following:

- A specific identification of the RFP provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the RFP provision and/or procurement procedure;
- A precise statement of other relevant facts;
- An identification of the issue or issues to be resolved;
- The Proponent's arguments and supporting documentation; and
- The Proponent's requested remedy.

For the purpose of a Bid Protest under this RFP, the Bid Protest shall be recorded and acknowledged by the RFP Contact in a prompt manner. A Response to the Protest will be prepared by TAF and may involve such personnel at an appropriate level as are reasonably required to provide a response to the Bid Protest. TAF may seek clarification before providing a response to the Bid Protest.

### **4.4 Conflict of Interest and Prohibited Conduct**

#### **4.4.1 Conflict of Interest**

The Proponent must declare all actual and potential Conflicts of Interest relating to the preparation of its Proposal, and/or in performing the contractual obligations contemplated in this RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of its Proposal, and (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

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



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

#### 4.4.2 Disqualification for Conflict of Interest

TAF may disqualify a Proponent for any conduct, situation or circumstances determined by TAF, in its sole and absolute discretion, to constitute a Conflict of Interest.

#### 4.4.3 Disqualification for Prohibited Conduct

TAF may disqualify a Proponent or terminate any contract subsequently entered into if TAF determines that the Proponent has engaged in any conduct prohibited by this RFP.

#### 4.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

#### 4.4.5 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or selection of Proponents pursuant to this RFP without first obtaining the written permission of the RFP Contact.

#### 4.4.6 No Publicity or Promotion

No Proponent, including any selected Proponent, shall make any public announcement or distribute any documents or information regarding this RFP or otherwise to promote

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itself in connection with this RFP or any arrangement entered under this RFP without the prior written approval of TAF.

In the event that a Proponent, including any selected Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, TAF shall be entitled to take all reasonable steps it deems necessary, including disclosing any information about a Proponent's Proposal, to provide accurate information and/or to rectify any false or misleading impression which may have been created.

#### **4.4.7 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of successful Proponent(s).

#### **4.4.8 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must not engage in any unethical conduct, including lobbying (as described above) or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of TAF; deceitfulness; submitting Proposals containing misrepresentations or other misleading, false or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process.

#### **4.4.9 Past Performance or Past Conduct**

TAF may prohibit any Person from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- illegal or unethical conduct as described above;
- the refusal of the Person to honour submitted pricing or other commitments; or
- any conduct, situation or circumstance determined by TAF, in its sole and absolute discretion, to have constituted a Conflict of Interest.

### **4.5 Confidential Information**

#### **4.5.1 Confidential Information of TAF**

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

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- (a) is the sole property of TAF and must be treated as confidential;
  - (b) is not to be used for any purpose other than preparing a response to this RFP and the performance of any subsequent contract for the Deliverables;
  - (c) must not be disclosed without prior written authorization from the RFP Contact; and
  - (d) must be returned by the Proponents to TAF immediately upon the request of TAF.

#### 4.5.2 Confidential Information of Proponent and Personal Information

Proponents are advised that the disclosure of information received in the Proposal to or in connection with this RFP will be in accordance with the provisions of all applicable access to information and privacy legislation including, primarily, Ontario's Freedom of Information and Protection of Privacy Act ("FIPPA").

Proponents should identify any confidential personal information in their Proposal and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. TAF will make reasonable efforts to maintain the confidentiality of such information, subject to its disclosure requirements under FIPPA or any disclosure requirements imposed by law or by order of a court or tribunal.

Proponents are advised that their Proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by TAF to advise or assist with the RFP process. If a Proponent has any questions about the collection and use of confidential or personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

#### 4.5.3 Non-Disclosure Agreement

Proponents are advised that TAF reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to TAF regarding its confidential information.

### 4.6 Procurement Process Non-Binding

#### 4.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations.

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For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the Proponent nor TAF will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the selection of Proponents, a decision to reject a Proposal or disqualify a Proponent, or a decision of the Proponent to withdraw its Proposal.

#### 4.6.2 No Legal Relationship or Obligation

This RFP process is intended to identify the Top-Ranked Proponent and potential Supplier for the services mentioned in this RFP. No legal relationship or obligation regarding the procurement of any good or service will be created between the Proponent and TAF by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services is complete.

#### 4.6.2 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of TAF to enter into an agreement for the Deliverables.

#### 4.6.3 Cancellation

TAF may cancel or amend the RFP process without liability at any time.

#### 4.6.4 Limitation of Liability

By submitting a Proposal, each Proponent agrees that:

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

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## 4.7 Compliance with Accessibility Standards

The Proposal must be compliant with the *Accessibility for Ontarians with Disabilities Act, 2005* (the “**AODA**”) and its regulations, to the extent applicable. Proponents are required to comply with the AODA and its regulations, and TAF’s accessibility standards, policies, practices and procedures, as the same may be in effect during the term of any Agreement and apply to the services to be provided by the Proponent.

As part of its Proposal, the Proponent must describe all measures that the Proponent intends to implement or make available in order that the services, including the Deliverables, provided in response to this RFP be in compliance with applicable accessibility standards under the AODA and its regulations, including but not limited to:

- Any training that has been, or will be, provided to Proponent’s staff;
- All policies implemented by Proponent in respect of the AODA and its regulations;
- Identified barriers to accessing services for removal or mitigation of such barriers;
- Feedback procedures that will allow TAF to identify concerns; and
- Processes or procedures to deal with ongoing identification and removal of barriers

The Agreement shall require that the successful Proponent provide all services, including the Deliverables, in accordance with the AODA and its regulations. This legislation can be accessed through the following link to the Government of Ontario’s website: [www.ontario.ca/laws/statute/05a11](http://www.ontario.ca/laws/statute/05a11)

## 4.8 Trade Agreements

Proponents should note that procurements coming within the scope of either Chapter 5 of The Canadian Free Trade Agreement (“**CFTA**”) or Chapter 19 of the Canada-European Union Comprehensive Economic and Trade Agreement (“**CETA**”) or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP. For more information, please refer to the CFTA website at <https://www.cfta-alec.ca/> or to the CETA website at <http://www.international.gc.ca/trade-commerce/trade-agreements-accords-commerciaux/agr-acc/ceta-aecg/text-texte/toc-tdm.aspx?lang=eng> or the Trade and Cooperation Agreement between Quebec and Ontario website at <http://www.ontario.ca/business-and-economy/trade-and-cooperation-agreement-between-ontario-and-quebec>.

## 4.9 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information on this topic, visit the Competition Bureau website at

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<https://ised-isde.canada/site/competition-bureau-canada/en>, and in particular, part VI of the Competition Act, R.S.C. 1985, c. C-34.

#### **4.10 Governing Law and Interpretation**

The terms and conditions of this RFP:

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

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## APPENDIX A – RFP PARTICULARS

### SECTION A: PURPOSE

The Atmospheric Fund (“**TAF**”) is seeking a qualified proponent to help deliver a residential solar PV and battery storage advisory and installation support program in the Greater Toronto and Hamilton Area (GTHA). Through this program, TAF aims to catalyze adoption of residential rooftop solar PV systems at scale by supporting and facilitating the customer experience. The program may also support adoption of paired storage systems that can help homeowners increase their home’s energy resilience, support their local grid, and participate in current and potential future incentive programs.

This services agreement will cover an initial 36-month term, with an option of up to two (2) one-year extension(s) based on performance and mutual agreement.

### SECTION B: BACKGROUND

Ontario’s electricity system stands at a pivotal moment, faced with the challenge of offering clean, reliable, and affordable electricity. With electricity demand in Ontario projected to increase by 75% over the next 25 years, the Province intends to lead significant investments in new energy generation. The recently adopted Clean Electricity Regulations (CER) send a clear signal to the industry that greenhouse gas (GHG) emitting energy sources must be phased out, setting out limits on how much is permitted from 2035 onwards. This challenge to decarbonize the grid, while maintaining reliable and affordable energy, presents a transformative opportunity for homeowners, through the scale-up of distributed clean energy generation such as residential rooftop solar PV. **Small-scale solar systems can offer consumers affordable and predictable energy supply while delivering benefits to local grids and the provincial bulk system.** It will also help ensure that Ontario has access to the clean electricity it requires to scale economy-wide decarbonization, including electrification of space and water heating, and transportation.

Rooftop solar PV under Ontario’s current net energy metering (NEM) rules still provides a positive return on investment for residential customers albeit with a longer expected payback than under the former microFIT program.

A combination of projected increases in retail electricity prices, continued reduction in solar PV installation costs, and the need for local energy generation and load flexibility options underpin the potential for urban solar and storage adoption in the GTHA. Recently announced provincial incentives of up to \$5,000 for residential solar and storage, respectively, will lead to renewed interest in the sector. The premise for this program is that a streamlined process to address current lack of knowledge, process complexity, and financing barriers, coupled with overall time and cost efficiencies to get projects installed, could help significantly grow the market.

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Several barriers need addressing, including:

- **Low awareness of the business case** – the region has abundant solar potential, and technology costs have consistently fallen. Homeowners need to be made aware of solar and battery storage as options to hedge against rising energy costs and increase energy resiliency.
- **Barriers on the customer journey** – interested homeowners are faced with an unorganized ecosystem of installers of varying capabilities and experience, differing sales practices and models, unreliable/unpredictable interconnection timelines and fees and that vary by jurisdiction, and an overall lack of process and information transparency.
- **Regulatory hurdles** – traditional practices and regulations have restricted Local Distribution Companies (LDCs) from fully embracing customer generation, even with evolving net-metering rules.
- **Access to financing** – while public financing at concessionary rates is available for small-scale residential systems, homeowners often must pay out of pocket for the upfront cost of these systems. This is exacerbated by a lack of compelling private financing options. Emerging provincial incentives can offset this upfront capital requirement, but consumers need support navigating eligibility restrictions and access to clear and transparent information from a trusted source.

To accelerate the growth of solar PV market activity, TAF is launching a residential program that aims to increase awareness of distributed solar and storage across the GTHA, surface and address process and regulatory barriers, and reduce costs and complexities to homeowners. There exists a clear need for a coordinated, streamlined approach that prioritizes the customer experience and makes it simple for residents to install a solar PV system. A critical component of this program offering will be ensuring that potential customers gain access to trusted installers, supplemented by a transparent and easy-to-understand process and associated benefits and costs. The program will thus offer valuable knowledge resources, support homeowners through the planning process, assess participating homes' solar PV and battery storage potential and estimate its associated cost and utility savings, and obtain and compare quotes from trusted installers.

TAF intends to work with local utilities, municipalities, and other stakeholders to advocate for policy and process reform, promote collaboration and alignment, facilitate access to financing and any future incentives, and support homeowners interested in installing solar and energy storage systems.



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## SECTION C: PROGRAM CONCEPT

TAF has developed a model for delivering a residential solar and storage program in the GTHA, outlined below. TAF recognizes that other innovations can achieve similar outcomes to grow the market and welcomes ideas from Proponents. This could include (but is not limited to) offering low(er) cost, long(er) term financing or leasing options, identifying opportunities to reduce system costs, and novel marketing and outreach approaches. However, the success of the program will depend on providing effective and trusted homeowner support, developing clear and streamlined processes and tools for decision-making, and delivering successfully completed projects across homes in the GTHA.

The program must, at minimum, achieve the following four outcomes:

### **1. Raise awareness and interest in residential solar and storage solutions**

This program will be guided by a program marketing, outreach, and communications strategy developed and owned by TAF, with input, coordination and participation from the service provider. As part of this strategy, the service provider will support education working with trusted channel partners to market the program, like community associations, or leveraging existing interactive and educational tools like the City of Toronto's SolarTO map or other similar tools to support homeowners progress on the journey. This will also include decision-making/planning support, including activities like accessing and understanding quotes, the installation and set-up process, or financing options.

### **2. Help homeowners decide whether to invest in solar and storage**

The service provider will help equip homeowners with the technical knowledge they need to make a well-informed decision about the benefits and opportunity of investing in home solar and storage. Transparency should be at the heart of all communications to avoid misrepresenting potential benefits and managing expectations right from the early stages in the process.

To this end, the service provider will offer initial estimates regarding the home's solar generation capacity, utility cost savings over time, and the total cost of installing a solar PV system. For homeowners expressing interest in battery storage, this will include a the solar plus storage scenario. In addition, the service provider may help to identify any pre-work needed prior to solar installation and help homeowners identify funding and financing options that suit their needs, preferences, and circumstances. This will be detailed in a Solar Journey Report, an individualized report prepared for participating homeowners intended to help them understand the approximate cost and performance of their potential solar system, as well as guide them through their next steps.

The service provider should also guide homeowners in identifying and assessing available funding and financing options and support them in completing any applications for those that they wish they pursue. This should include advice on whether to pursue incentives offered through the province's [Home Renovation Savings Program](#), under which net-metered systems are currently not eligible.

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### **3. Support homeowners to obtain and compare high quality quotes and options**

The service provider will help connect homeowners with solar installers who offer high quality services at competitive costs, and who have committed to adhering to a code of conduct that promotes positive relationships with customers. The installer matching service is one of the central features of the program and is aimed at addressing some of the major solar and storage adoption barriers for homeowners.

In general, the process of selecting an installer can be daunting and overwhelming for homeowners. It can take them a considerable amount of time and effort to contact installers, pull together the information needed to respond to questions, and understand and be able to analyze the technical specifications in different proposals. Quotes can vary substantially, making it challenging to assess and compare the proposed pricing, quality, warranties, and other quote stipulations. In some instances, homeowners may even have trouble eliciting response from the installers they've contacted.

The solar installer matching service (the "Solar Installer Network") is intended to benefit participating homeowners in multiple ways. The service provider will tap into this Network to help homeowners access quality quotes, including by providing installers with key household and property information from the homeowner to help prepare detailed quotes. Homeowners will be supported with technical components of the project, save on time and effort and improve their overall experience with this investment. The service provider is expected to help participants understand the details of the provided quotes and ultimately come to a decision on whether a solar system is right for them and, if so, how to proceed and undertake the project. The service provider will thus help connect homeowners with vetted installers and help them select the right quote and installer for their project based on their priorities and preferences.

To that end, the program will leverage Toronto Hydro's [new Cleantech Services Network](#) and other similar network resources. (As a note to interested service providers, TAF is in discussion with Toronto Hydro regarding program involvement and support like the Cleantech Services Network, providing services within and potentially beyond the boundaries of the City of Toronto. Up-to-date details will be shared prior to awarding a contract to the successful proponent.)

The matching process will provide qualified solar installers with an opportunity to separate themselves from the dozens of otherwise indistinguishable competitors in the market, generate new business via high-quality leads originated through the program at lower customer acquisition costs, and help streamline and standardize information flow between customers, installers, and utilities across the installation journey.

### **4. Support homeowners on their journey to a fully operational solar system**

Once a homeowner signs an agreement to proceed with a solar system, the selected installer will bear most of the responsibilities in ensuring a quality installation, including project management and coordination with local utilities and regulatory bodies. The service provider, however, will continue to be available to advise homeowners on any issues that may arise during the installation and interconnection processes. While

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customer education and selection of quality installers should be estimated as the primary of scope of advisory services and issue resolution required during these stages, homeowners should be confident that a trusted advisor remains available to them if needed.

## **SECTION D: SCOPE OF WORK**

TAF is the program owner and champion, responsible for overall program design, finalizing the program offering, customer experience, program funding, and managing relationships with stakeholders. This will include ongoing relationships with municipalities, local utilities, and provincial agencies to address barriers to residential solar and storage, the establishment and implementation of a monitoring and evaluation plan, and the development of a program marketing and outreach strategy.

The selected service provider will support TAF and key stakeholders in implementing the customer education and experience elements of the program designed to promote and facilitate the adoption of residential solar and storage across the GTHA. The service provider will work closely with homeowners to help them navigate the solar PV installation planning process by providing them with valuable information and support to assist their decision-making. More information on the key program outcomes is provided in the **Program Concept (Section C)**.

### **Geographical Scope**

The Solar and Storage Program will operate within the Greater Toronto and Hamilton Area (GTHA), defined as the City of Toronto, the City of Hamilton, and the Regional Municipalities of Durham, Halton, Peel, and York. At this time, full services are expected in York, Durham, Peel, Hamilton, and Halton, with some services anticipated in Toronto as TAF develops its relationship with Toronto Hydro.

### **Roles and Responsibilities**

The proponent will be responsible for undertaking key program activities including:

- Homeowner outreach engagement
- Conducting program orientation
- Providing education and guidance to support decision making
- Managing relationship with and between homeowners and solar installers
- Quote solicitation and comparisons
- Support as needed to complete the contracting and installation process

The proposed division of roles and responsibilities are summarized in the table below.

This list is not exhaustive and is subject to change depending on the selected proponent's proposed approach and expertise, and program details at the time of

contracting, and beyond. This may include geographic boundaries within GTHA, and the range of services provided by various providers, and related elements.

<b>Workstream</b>	<b>TAF</b>	<b>Service Provider</b>
Overall Program Design and Structure	<p>Development of program model (outlined in this RFP)</p> <p>Partnerships with local utilities and municipalities</p> <p>Decision to proceed on future program model changes</p>	<p>Advise/propose adjustments to program model to meet goals</p> <p>Coordination/alignment with LDC-led service providers (as applicable)</p>
Homeowner Support and Engagement	Oversight and advisory	<p>Direct engagement and support with/to interested homeowners throughout customer journey.</p> <p>Creation and maintenance of semi- or fully-automated tools and templates to produce Solar Journey Reports.</p> <p>Preparation and walkthrough of Solar Journey Reports.</p> <p>Preparation and walkthrough of quote comparisons informed by quotes received through Solar Installer Network.</p>
Solar Installer Network	<p>Oversight and advisory</p> <p>Management of the Network and installer relationships, including performance through direct engagement and feedback (via Toronto Hydro)</p> <p>Pre-qualification of installers based on developed Code of Conduct, including addition and removal of contractors throughout program (via Toronto Hydro)</p>	<p>Quote solicitation from selection of installers enrolled in the Network</p> <p>Performance monitoring and reporting, including feedback to TAF and Toronto Hydro to ensure high quality Network</p> <p>Collection and management of homeowner and property info with Installers to support quote development</p>
Program Branding and Marketing	<p>Ownership and strategic direction</p> <p>Development and maintenance of program website</p> <p>Development of educational materials for customers and channel partners</p> <p>Cultivation of channel partners, including community groups, municipalities, and LDCs</p> <p>Digital/paid advertising</p>	<p>Input into marketing and communications strategy and website, ensuring alignment with service delivery</p> <p>Input into program educational materials</p> <p>Coordination with channel partners</p>

Monitoring and Reporting	<p>Development of the program monitoring and evaluation plan</p> <p>Coordination with LDCs and the OEB to facilitate process improvements</p> <p>Reporting to internal and external stakeholders, and the public</p>	<p>Customer satisfaction and installer performance surveys</p> <p>Project-level data collection as defined by Plan (e.g. timing/results along the customer/installation journey)</p> <p>Regular data aggregation and synthesis reporting to TAF</p> <p>Management and handling of homeowner and other program information, including maintaining privacy and security</p>
Homeowner Financing and Funding	<p>Direct engagement with organizations offering solar financing/funding (e.g. NRCan, IESO, etc.)</p> <p>Exploration of new financing options and models</p>	<p>Education and guidance to homeowners on available options</p>
Policy and Regulatory Improvements	<p>Direct engagement with local utilities, regulatory bodies, and other relevant stakeholders</p>	<p>Customer-level data collection and tracking</p> <p>Input into TAF's policy/regulatory engagement efforts</p>

## Deliverables

The service provider's responsibilities are expected to include the following:

### Activity 1: Program Setup

The service provider will build on research and program design work completed by TAF to date to build out and get the program to market, with the support of TAF and other partners. This will include several activities to stand up the program in support of operational activities, including a concierge service for homeowners (Activity 2) and a solar installer network (Activity 3).

### Deliverables

- Building on TAF's Program Design, finalize elements of the program in consultation with TAF.
- Develop or refine supporting tools, databases, and other processes to allow homeowners to assess (via the Solar Journey Report) whether solar and storage is right for them, including a preliminary estimate of a given home's solar PV generation capacity, potential energy savings, storage opportunity, and the total cost of the system. This could include leveraging existing tools (e.g. SolarTO, Google's Solar API, MyHEAT Solar, etc.) to feed into an individualized report.
- Support TAF in developing a communications and outreach plan aligned with the delivery of the concierge service (see **Activity 2**)

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- Finalize the design and integration of a tool, in consultation with TAF, that standardizes the collection of key home and homeowner information required by installers to effectively prepare a solar PV system proposal and quote. *(Note: TAF has drafted guidance on what this should include [see Appendix F], guided by research and industry consultation)*
  - Developing required templates, documentation, content, and processes in support of the homeowner concierge service.
  - Set up required infrastructure to monitor contacts, files, and installers.
  - Support TAF in refining a monitoring and evaluation framework and reporting regularly to TAF with data points, trends and insights to understand program uptake and completion of successful installations (See Section E for targets), the program's impact on solar PV and storage adoption, track customer-level timelines and experiences, and identify areas of growth and adaptation to the market.

### **Activity 2: Concierge Service for Homeowners**

The service provider will administer the day-to-day public-facing operations of the program, centred on direct communication with prospective and interested homeowners. The bulk of this work will involve guiding homeowners on their customer journey from initial discovery to signing a contract with a solar installer; the service provider will also be available to provide support (if needed) until installation is complete and the new system is connected to the local grid and fully operational. A customer-first focus will underpin this approach, ensuring that homeowners that do proceed with an install are fully informed. In other words, the program's north star will be an incredible customer experience rather than maximizing in-program uptake.

#### Deliverables

- Disseminate educational materials about rooftop solar PV and storage, and related topics, targeting eligible homeowners in the GTHA as the main audience. *(Note: if the proponent has expertise or existing materials that can be leveraged to advance this work, please highlight this in the technical proposal)*
- Provide support to help homeowners understand their eligibility to participate in the program and the suitability of their home for a rooftop solar PV system.
- Provide customized Solar Journey Reports for interested homeowners, including an initial estimate of their home's solar PV generation capacity, potential energy savings, total cost of a solar PV system including a storage option as applicable, and available financing and incentive options, at minimum.
- Help homeowners (via one-on-one calls/engagement, or otherwise) compare and select from installer quotes acquired through the program's Solar Installer Network (**Activity 2**) and plan their next steps.
- For homeowners that are ready to proceed to install, facilitate introductions between homeowners and their selected installer.
- Support the homeowner in selecting and applying for eligible funding/financing programs.

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- Provide input into program marketing, engagement, and outreach efforts, led by TAF, to build awareness and interest in the program.
  - For homeowners that are matched with installers through the program, issue and review homeowner satisfaction surveys and present results to TAF, as needed.
  - Manage any issues or answer any questions arising from homeowners after they've been passed on to an installer.
  - Provide a final close-out experience to the homeowner to ensure satisfaction and quality installations, which could include aspects such as an evaluation survey, a post-install report and/or resources (e.g. for warranty or maintenance) etc.

### **Activity 3: Solar Installer Network**

The service provider will be responsible for requesting, vetting, and providing homeowners with comparable quotes through the program's Solar Installer Network. A consortium of vetted, quality, and cost-competitive installers will be built and managed by Toronto Hydro as an extension of their [recently launched Cleantech Services Network](#). The service provider will be responsible for acquiring quotes from a subset of those installers, for homeowners that have shown serious interest in proceeding with installation. This will include collecting feedback from homeowners to ensure that those installers are providing residents with excellent service aligned with the program's core values.

#### Deliverables

- Collect and vet quotes from the program's network of trusted solar installers and summarize these quotes in an easily accessible and comparable format.
- Regularly review performance of selected installers, including making recommendations via TAF for removing and adding contractors as needed based on homeowner feedback and program demand.
- Manage information flow between homeowner and solar installer, to support quote development, and maintain privacy and confidentiality of all sensitive information.

### **Activity 4: Program Monitoring and Reporting**

In addition to delivering services and managing relationships with both homeowners and installers, the service provider will be responsible for monitoring and reporting on program results and outcomes, as defined by TAF's evaluation plan. This includes coordinating with TAF to support broader stakeholder engagement and regulatory reform efforts to enable wider scale-up of solar adoption. TAF's program manager will work closely with the service provider to ensure alignment and effective collaboration on data and insights monitoring.

#### Deliverables

- Collect, monitor, and synthesize customer-level data on various phases of the solar installation journey, to drive internal program improvements and external engagement efforts.



- Prepare and provide data on program performance and other relevant information to TAF to facilitate its internal and external reporting requirements.
- Monitor and respond to developments in the solar ecosystem, the program pipeline, and/or uptake in program communications channels.
- Propose adjustments to the program model, as needed.
- Identify areas of improvement, roles for key players and other policy and process insights to support broader scale-up objectives.

**Optional Additional Activity:** TAF sees this first phase of program delivery as an opportunity for researching and testing models to support the long-term financial sustainability of the service. This could include, for example, a model in which solar installers would pay referral fees for leads generated by the program. TAF is interested in exploring business models and/or fee structures; and the proponent is welcome to propose approaches to informing and testing such models under the optional Program Implementation *Subsection G2(b) – Future Innovation* submission of the technical proposal and in the Pricing form under Appendix B as an optional item for TAF’s consideration.

## SECTION E: BUDGET AND PROJECTIONS

### Budget

Proponents are expected to submit a full budget for the provided Scope of Work (Section D) in their Financial proposal (Appendix B).

### Projected Program Participation

While program uptake is uncertain, proponents should assume the following levels of uptake for resourcing and budget purposes to ensure TAF can easily compare financial proposals. Please clearly indicate fixed start-up costs clearly as well as variable costs driven by program activity or other dynamics in Appendix B.

Uptake targets for homeowner participation are set at two points:

1. Solar Journey Reports – homeowners that show initial interest in solar and storage, complete the initial intake, and receive an assessment from the service provider (Solar Journey Report) prior to requesting quotes or further one-on-one support.
2. Signed Installation Contracts – homeowners that receive quotations via the program’s Solar Installer Network and proceed to signing a contract with their chosen installer.

Time Period	Solar Journey Reports Completed	Signed Installation Contracts
Program Operations - Year 1	450	150
Program Operations - Year 2	1,050	350
Program Operations - Year 3	1,500	500



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## Optional:

If the proponent would like to propose an alternative business model and/or fee structure for consideration in future phases of the program, this should be reflected in *Subsection G2(b) – Future Innovation* for TAF's consideration. Any incremental costs that the service provider may incur related to this work should be detailed under **Supplemental: Implementation of Fee Structure or Other Models** and should not be included in the Total Price.

## SECTION F: ANTICIPATED PROJECT SCHEDULE

Milestones	Anticipated Dates
Kick-Off	October/ November 2025
Service Start-Up Activities	November 2025
Service Launch	December 2025
Program Operations – Year 1	December 2025 – November 2026
Program Operations – Year 2	November 2026 – November 2027
Program Operations – Year 3	November 2027 – November 2028
Close-Out	November 2028

## SECTION G: SUBMISSION REQUIREMENTS

Please respond to this section in full. Failure to provide all requested information will be considered non-responsive, and no points will be awarded during the evaluation.

Provide complete answers to each question in separate, clearly labeled sections, following the same sequence as outlined below, and submit the entire response as **one PDF document**.

### 1. Understanding of the RFP and Proposed Approach (Max 6 Pages)

Describe your understanding of the program concept and your approach to achieving the outcomes outlined in Section C and delivering on the Scope of Work in Section D. This section is intended to demonstrate strategic understanding and overall alignment. Details about program setup and operations should be covered in Section 2. The Proponent's readiness for launch and overall speed-to-market will be considered and scored for in the Evaluation.

This section should include:

- An overview of your approach.
- Your client service and account management philosophy (i.e. how you will work with TAF).

- Any insights you have about delivering residential solar PV and battery advisory services in the GTHA market and how they inform your approach.
- Any suggestions on how the Program Concept, as currently envisioned, may be improved to provide greater impact in the market.
- Identification of key risks and your proposed mitigation strategies.
- A work plan for the design, launch, and delivery of the program. Including:
  - A brief description of major project phases and key milestones.
  - A target launch date for public-facing service.

## 2. Program Implementation (Max 6 Pages)

### a. Core Activities (Max 4 pages)

Outline your plan to implement and operate the program. This should describe **how** you will deliver on the full Scope of Work, and include your approach to the following:

- Attracting homeowners, drawing on examples from experience.
- Providing value to participating homeowners.
- Engaging with solar and battery installers and managing quote solicitation to ensure relevance, comparability, and transparency.
- Building and maintaining the tools templates, and processes needed to operate the program (including off-the-shelf elements and where customization will be needed). Include any platforms, processes, best practices tools, or systems your team would use to enhance delivery.
- Delivering customer-facing communications channels (e.g. e-mail, phone, chatbot), including key experience factors like languages, hours of operation, and services standards, as well as related sub-contractor information, including full business name, address, and contact information.
- Escalation process and procedures for triaging inquiries and managing surges or critical issues (e.g., technical failures or program delays).
- Monitoring and ensuring performance on customer service metrics and reporting on these to TAF in alignment with our internal performance monitoring framework.

### b. Future Innovation (Optional – Max 2 Pages)

Outline suggested models or fee structures, such as referral fees paid by installers, that could be tested for future iterations of the program without negatively impacting overall program uptake or success criteria.

This should be included solely for TAF's consideration, if applicable, and **not reflected in the Pricing form submitted under Appendix B.**

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Indicate how delivering these services might impact the financial proposal provided in Appendix B under **Supplemental: Implementation of Fee Structure or Other Models**, if included.

*Note: TAF will consider elements proposed under Subsection G2(b) – Future Innovation as part of the overall evaluation of the proposed Program Implementation.*

### **3. Proponent Profile, Team, and Experience (Max 6 Pages + Appendices)**

#### **A. Organizational Overview and Capacity**

This section should demonstrate your organization's experience, expertise and current capacity to deliver on the proposed work. Include:

- A brief description of your organization, its mission, and relevance to this work.
- Overview of your capacity to deliver the proposed work, including in-house capabilities, staffing model, and any subcontractors or partnerships.
- Key organizational information including number of staff, geographic location of offices, and number of years in operation.
- A description of additional value or market innovation your organization is uniquely positioned to provide in delivery of the program.

#### **B. Project Team and Roles**

This section should demonstrate the relevant qualifications of the project lead and other core team members who will be delivering the work. Include:

- A list of all core team members:
  - Name, title, and role on the project.
  - Key responsibilities and time allocation.
  - Team structure and lines of communication and escalation
- A brief description of how the team has worked together previously, including examples of collaboration on similar projects.
- Your approach to ensuring quality, continuity, and timely delivery (e.g., team management/staff continuity, customer retention strategies, etc.).

#### **C. Relevant Experience**

Provide examples of up to **three** relevant projects delivered in the past five years that demonstrate your firm's ability to deliver similar services. For each project:

- Include client name, year(s), scope, and outcomes.
- Highlight any innovative practices or challenges overcome.
- Explain how the examples demonstrate the experience and qualifications of the proposed team.

#### **D. Appendices**

- Resumés of all key personnel (Project Lead and other core staff), including relevant certifications and designations.
- (optional) Work samples for the example projects described in 4C.

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#### **4. Commitment to Environmental and Social Values (Max 2 pages)**

TAF is committed to advancing social and environmental procurement. Proponents are encouraged to highlight their values and practices in this section:

- Please indicate if your organization meets any of the following criteria: It is locally owned (GTHA, Ontario and/or Canada); and/or it is a non-profit, social enterprise, employee-owned, co-operatively owned, or a certified B Corporation; and/or if it is BIPOC or women-owned. Please provide documentation or details as applicable.
- Describe your organization's sustainability, environmental, and/or carbon reduction initiatives—internally (e.g., operations) and externally (e.g., delivering services, supply chain).
- Describe commitments or efforts to partner with equity-deserving, BIPOC and women-owned businesses, social enterprises, and/or to support local hiring and purchasing.
- Disclose any work with fossil fuel sector clients (for informational purposes only. Disclosure will not disqualify any proponent).
- Describe your policies and practices on equity, diversity, inclusion and Indigenous reconciliation. Indicate how progress is tracked and evaluated.
- Explain how your firm promotes open, fair, inclusive, and transparent operations.
- Note any relevant training, certifications or programs your team or organization participates in.

#### **5. Pricing (Appendix B)**

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix B).

#### **6. Submission Form (Appendix C)**

Each proposal must include a Submission Form (Appendix C) completed and signed by an authorized representative of the proponent.

TAF is open to receiving Proposals from a Consortium/Joint Venture of firms possessing the complementary skill sets needed to deliver this project effectively.

Proponents should use the appropriate version of the Submission Form:

- A standard Submission Form for individual proponents.
- A Consortium/Joint Venture Submission Form for proposals submitted by multiple firms working together.

#### **7. Reference Form (Appendix D)**

Each proponent must provide three (3) references that complies with the instructions contained in Reference Form (Appendix D) from clients who have obtained goods or

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services similar to those requested in this RFP from the proponent in the last five (5) years.

References will only be checked on the highest ranked proponent, on a pass/fail basis. If the highest ranked proponent fails the Reference Check process, TAF will move to the next highest ranked proponent.

Proponents who do not successfully pass the Reference Check process will not be considered for award, and TAF will have no further obligations to any proponent that does not successfully pass the Reference Check process.

Please note that TAF cannot be used as one of the references in your submission.

## **SECTION H: PRE-CONDITIONS OF AWARD**

### **a. Workplace Safety and Insurance Board Coverage**

The Selected Proponent shall, both prior to commencing work under the Contract and within 60 days of the expiration of the Contract date, submit a letter of good standing from the Workplace Safety and Insurance Board (WSIB) to TAF that all assessments or compensation have been paid, and the Agency may, at any time during the performance, request a further declaration that all such assessments of compensation have been paid.

The Selected Proponent must have valid Workplace and Safety Insurance Board Coverage and will be required to submit a current Clearance Certificate within seven days of award of the Contract.

### **b. Insurance**

During the term of this Contract, the Selected Proponent and each and every sub-contractor (if any) is required to maintain in full force and effect and at its own expense, the following insurance coverage:

- i. General liability insurance including bodily injury and death, personal injury, property damage including loss of use thereof, contractual liability, non-owned automobile liability, owners' and contractors' protective, products and completed operations and employers' liability, with coverage including the activities and operations conducted by the vendor and those for whom the vendor is responsible for in law. These policies will all (1) be written on an occurrence basis with coverage for any one occurrence or claim of at least \$5,000,000 (2) name TAF as additional named insured (3) contain a severability of interests clause and cross liability clauses and (4) have a deductible amount of not greater than \$2,500 per incident or occurrence. The selected Proponent is responsible for payment of any loss or losses within the deductible.
- ii. Automobile liability coverage in an amount of not less than \$5,000,000.

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- iii. Professional Liability / Errors & Omissions Insurance in an amount of not less than \$5,000,000 per claim or occurrence.

All policies of insurance shall be (1) written with an insurer licensed to do business in Ontario (2) in form and content acceptable to TAF acting reasonably (3) be non-contributing with, and will apply only as primary and not excess to any other insurance available to TAF and (4) contain an undertaking by the insurers to notify TAF in writing not less than 30 days before any material change, cancellation, lapse or termination of the policies.

Before the commencement of any operations hereunder, and within seven working days of award of the Contract, the Successful Proponent shall provide TAF a completed Certificate of Insurance evidencing compliance with the policy requirements as detailed above.

Failure to provide the aforementioned insurance will result in the withholding of payments or at the sole discretion of TAF, forfeiture of the Contract.

- c. Data Retention and Destruction Policy

The successful proponent must have a current data retention and destruction policy that complies with all applicable privacy and information management legislation, including the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA), the Freedom of Information and Protection of Privacy Act (FIPPA), and any relevant Broader Public Sector (BPS) directives or guidelines. The policy must also align with TAF's data management standards. This policy must be submitted and approved by TAF prior to contract award.

## **SECTION I: RATED CRITERIA**

The following sets out the categories, weightings and descriptions of the rated criteria for submissions of the RFP. The response to each rated requirement should:

1. Be complete (bullet point format is acceptable).
2. Be concise and factual; and
3. Demonstrate the Proponent's understanding of TAF's business needs by providing answers validating its capabilities.

EVALUATION MATRIX		
Mandatory Submission Requirements		Pass/Fail
<ul style="list-style-type: none"> <li>G 6 - Submission Form (Appendix C)</li> </ul>		
Rated Criteria		Weighting (Points)
G 1	Understanding of RFP and Proposed Solution	15
G 2	Program Implementation	25
G 3	Proponent Profile, Team, and Experience	25
G 4	Pricing (Appendix B)	30
G 5	Commitment to Environmental and Social Values	5
Interview (Optional)		-
G 7 - References (Appendix D)		Pass/Fail
<b>Total</b>		100 Points

In applying scores through the evaluation process, evaluators should note that proposals are evaluated against the Evaluation Team's expectations of what are acceptable responses to the criteria.

For consistency, the following table describes the characteristics attributable to particular scores for all Rated Criteria Category except Pricing.

SCORING CHARACTERISTICS	
Score (Out of 10 Points)	Characteristics
<b>No Marks</b> 0 Points	Submission demonstrates no understanding of the requirements; criterion is absent from submission
<b>Below Mid-point</b> 1 – 3 Points	Submission is not adequate; misses some key requirements
<b>Mid-point</b> 4 – 6 Points	Submission meets basic expectations and requirements
<b>Above Mid-point</b> 7 – 9 Points	Submission substantially meets expectations and requirements
<b>Full Marks</b> 10 Points	Submission meets and exceeds expectations and requirements, clearly demonstrates an understanding of requirements and

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	details how goods and services will be provided to meet stated standards/expectations/service levels
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In the "**Scoring Characteristics**" table above, each score is out of 10. The final score is adjusted based on the weighting in the Evaluation Matrix.



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## **APPENDIX B – PRICING**

### **1. Instructions on How to Provide Pricing**

- a) Proponents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table and hourly rate schedule below in their proposals.
- b) Prices must be provided in Canadian Dollars, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- c) Prices quoted by the Proponent must be all-inclusive and must include all design, labour, and material costs, all travel and carriage costs, all insurance costs, and all associated Proponent expenses including but not limited to all applicable taxes, overheads, profits and any fees or other charges required by law.
- d) No allowances or extra consideration on behalf of the Proponent will be allowed by TAF by reason of additional costs, damages or other difficulties incurred by the Proponent for failure to have fully investigated and determined conditions affecting the work.
- e) For project items with variable units for which unit costs are required, assumptions for total number of units are provided in the table. These are placeholders meant to facilitate proposal evaluation only.
- f) The Proponent may from time to time be required to perform works for which there is not suitable unit price item in the proposal documents. These works will be done on a time and material basis. The Proponent shall in all cases obtain written authorization from the TAF prior to proceeding with such works.
- g) TAF reserves the right to explore with the proponent performance incentives or similar structures based on achievement and/or exceeding targets and objectives of this program.

### **2. Evaluation of Pricing**

Each Proponent’s Total Price will be scored relative to other Proponents’ Total Price using the following formula:

$(\text{Lowest Total Price} \div \text{Proponent's Total Price}) \times \text{weighting} = \text{Proponent's pricing points}$

Pricing is the only Rated Criteria Category that would be scored using the relative formula mentioned above.

### 3. Required Pricing Information

Proponents are required to provide a detailed pricing proposal that outlines their fee structure for the proposed services over the term of Service Agreement. Given the variable nature of the work, pricing should be structured in a way that allows for transparency, comparability, and flexibility.

#### A. Primary Information

Proponents must submit the following information:

1. A summary of the key assumptions for each of the Activity Areas outlined below, including in any areas of flexibility or optionality being offered that underpin your proposal.
2. Hourly rate sheet that includes:
  - Hourly rates for all core members of the Proponent Team who will be delivering the project
  - Any volume discounts or blended rates, if applicable.

#### B. Pricing Form

PRICING FORM			
Project Item Description	Units	Unit Cost (In C\$)	Total Price (In C\$)
<b>Activity 1: Program Setup</b>			
Program Setup	Fixed		
<b>Activity 1 – Total Price (C\$)</b>			
<b>Activity 2: Concierge Service for Homeowners</b>			
Program Operations – Year 1	Fixed		
Program Operations – Year 2	Fixed		
Program Operations – Year 3	Fixed		
Solar Journey Reports – per completed report	3,000		
Total Installations – per completed install	1,000		
<b>Activity 2 – Total Price (C\$)</b>			
<b>Activity 3: Solar Installer Network</b>			
Program Operations – Year 1	Fixed		
Program Operations – Year 2	Fixed		
Program Operations – Year 3	Fixed		
<b>Activity 3 – Total Price (C\$)</b>			
<b>Activity 4: Program Monitoring and Reporting</b>			
Program Operations – Year 1	Fixed		

Program Operations – Year 2	Fixed	
Program Operations – Year 3	Fixed	
<b>Activity 4 – Total Price (C\$)</b>		
<b>Total Price (excl. HST)</b>		
<b>Total HST</b>		
<b>Total Price (incl. HST)</b>		
<b>Supplemental: Implementation of Fee Structure or Other Models <i>(not to be included in Total Price)</i></b>		
R&D and model development/testing (please describe)		
Implementation costs: <ul style="list-style-type: none"> <li>• Fixed costs (please describe)</li> <li>• Variable costs (please describe)</li> </ul>		

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**APPENDIX C – SUBMISSION FORM**  
(for Consortium/Joint Venture)

**1. Consortium/ Joint Venture Information (hereinafter also referred to as the “Proponent”)**

Please fill out the following form providing information regarding the Consortium/Joint Venture formed for this RFP.

2025-TAF-07 – Solar and Storage	
Name of Consortium/Joint Venture	
Street Address	
City, Province/State	
Postal/ZIP Code	
Phone Number	
Email Address	
Website (if applicable)	

**2. Lead Proponent Information**

Please fill out the following form, naming one person to be the Lead Proponent’s contact for the RFP process and for any clarifications or communication that might be necessary with the Consortium/Joint Venture.

Full Legal Name of Proponent	
Any Other Relevant Name under which Proponent Carries on Business	
Street Address	
City, Province/State	
Postal Code	
Phone Number	
Company Website	
Contact Person	
Name	
Title	
Phone	
Email	

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### 3. Member Organization Details

(to be completed by each consortium member)

Organization Name	Role in Project	Contact Person	Email	Phone

### 4. Acknowledgment of Non-Binding Procurement Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between TAF and the Proponent unless and until TAF and the Proponent execute a written agreement for the Deliverables.

### 5. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 6. Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix B) in particular. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

### 7. Addenda

The Proponent is deemed to have read and taken into account all Addenda issued by TAF prior to the Deadline for Issuing Addenda. The Proponent is requested to confirm that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued by writing the word "**None**", on the following line: \_\_\_\_\_. If the Proponent fails to complete this section, the Proponent will be deemed to have received all posted Addenda.

### 8. No Prohibited Conduct

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

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## 9. Conflict of Interest

The Proponent must declare all actual and potential Conflicts of Interest, as defined in section 4.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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## 10. Disclosure of Information

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

### Lead Proponent

Organization Name

Name and Title of Authorized Signatory

Signature

Date

I have the authority to bind the Corporation.

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**Consortium Member 1**

Organization Name

Name and Title of Authorized Signatory

Signature

Date

I have the authority to bind the Corporation.

**Consortium Member 2**

Organization Name

Name and Title of Authorized Signatory

Signature

Date

I have the authority to bind the Corporation

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## **APPENDIX C – SUBMISSION FORM** (for Single Proponent)

### **1. Proponent Information**

Please fill out the following form, naming one person to be the Proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
2025-TAF-07 – Solar and Storage	
Full Legal Name of Proponent	
Any Other Relevant Name under which Proponent Carries on Business	
Street Address	
City, Province/State	
Postal/ZIP Code	
Phone Number	
Company Website	
Contact Person	
Name	
Title	
Phone	
Email	

### **2. Acknowledgment of Non-Binding Procurement Process**

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between TAF and the Proponent unless and until TAF and the Proponent execute a written agreement for the Deliverables.

### **3. Ability to Provide Deliverables**

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its Proposal.



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#### 4. Non-Binding Pricing

The Proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix B) in particular. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

#### 5. Addenda

The Proponent is deemed to have read and taken into account all Addenda issued by TAF prior to the Deadline for Issuing Addenda. The Proponent is requested to confirm that it has received all Addenda by listing the Addenda numbers, or if no Addenda were issued by writing the word **"None"**, on the following line: \_\_\_\_\_. If the Proponent fail to complete this section, the Proponent will be deemed to have received all posted Addenda.

#### 6. No Prohibited Conduct

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

#### 7. Conflict of Interest

The Proponent must declare all actual and potential Conflicts of Interest, as defined in section 4.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; AND (b) were employees of TAF within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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## 8. Disclosure of Information

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

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

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

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

\_\_\_\_\_  
Date

I have the authority to bind the Corporation.

REFERENCE #1
<b>REFERENCE CONTACT INFORMATION</b>
<b>Name:</b>
<b>Organization:</b>
<b>Title:</b>
<b>Email:</b>
<b>Phone Number:</b>
<b>Project Name:</b>
<b>Approximate Value of the Project:</b>
<b>Contract Period:</b>
<b>Description of the Project:</b>





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## APPENDIX E: SERVICE AGREEMENT

### SERVICES AGREEMENT

**THIS AGREEMENT** is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”).

**BETWEEN:**

**CONTRACTOR**

(hereinafter called the “**Contractor**”)

- and –

**TORONTO ATMOSPHERIC FUND**

(hereinafter called “**TAF**”)

#### BACKGROUND

- A. **WHEREAS** both TAF and the Contractor are committed to advancing low-carbon solutions in the urban context;
- B. **AND WHEREAS** TAF wishes to engage the Contractor to perform the services set out in this Agreement;
- C. **AND WHEREAS** the Contractor has agreed to perform such services for TAF upon the terms and conditions of this Agreement;

#### AGREEMENTS

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

#### ARTICLE 1 SERVICES

- 1.1 The Contractor shall provide to TAF the services (the “Services”) set out in Schedule A, Scope of Work. The Contractor shall provide the Services in accordance with this Agreement and in accordance with any additional instructions which may be given by TAF from time to time. The Contractor shall not subcontract the Services without prior written consent of TAF.

- 1.2 The Contractor shall provide the Services: (a) in accordance with the terms and subject to the conditions set forth in this Agreement; (b) using personnel of required skill, experience, licences, and qualifications; (c) in a timely, workmanlike, and professional manner; (d) in accordance with generally recognized industry standards in the Contractor's field; and (e) to the reasonable satisfaction of TAF.
- 1.3 Nothing in this Agreement shall be construed to prevent TAF from itself performing or from receiving services from other providers that are similar or identical to the Services.
- 1.4 Pursuant to Article 4, TAF may take possession of and use any completed or partially completed portions of the work undertaken in performance of the Services. TAF or persons authorized by TAF may, at all reasonable times, inspect or otherwise review the progress of the said work.

## **ARTICLE 2 TERM AND TERMINATION**

- 2.1 The term of this Agreement begins on the Effective Date, and continues until the completion of the project outlined in Schedule A, or until terminated in accordance with the provisions of this section.
- 2.2 TAF reserves the right to terminate this Agreement without cause, for any reason, including but not limited to the loss of funding from a funder of TAF, on 14 days' written notice to the Contractor.
- 2.3 The failure of either party to perform any of its respective obligations under this Agreement, which failure is not remedied within 10 days of receipt of notice from the non-defaulting party requiring the failure to be remedied, or either party's insolvency, voluntary or involuntary bankruptcy, receivership or assignment for the benefit of creditors will entitle the other party, without limiting any of their other rights or remedies, to terminate this Agreement without penalty.
- 2.4 The Contractor reserves the right to terminate this Agreement without cause, for any reason, on 60 days' written notice to TAF.
- 2.5 Upon termination of this Agreement, TAF will pay all amounts due and owing to the Contractor for Services performed to the date of termination. The Contractor will not be entitled to any other remuneration in respect of the termination of this Agreement by TAF.

- 2.6 Upon termination of this Agreement, the Contractor shall promptly: (a) deliver to TAF all documents, work product, and other materials, whether or not complete, prepared by or on behalf of the Contractor in the course of performing the Services; (b) return to TAF all TAF-owned property, equipment, or materials in its possession or control; (c) remove any Contractor-owned property, equipment, or materials located at TAF's office or other locations; (d) deliver to TAF all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on TAF's confidential information; (e) provide reasonable cooperation and assistance to TAF in transitioning the Services to an alternate service provider; (f) on a pro rata basis, repay all fees and expenses paid in advance for any Services that have not been provided; (g) and permanently erase all of TAF's Confidential Information (defined below) from the Contractor's computer systems.
- 2.7 Where TAF has loaned the Contractor any matter or thing to assist the Contractor in respect of the performance of this Agreement, the Contractor shall return any and all such matters or things in as good condition as when received by the Contractor, reasonable use therefore excepted, upon the termination of this Agreement or as soon as practicable after such matters or things have served their purpose, whichever first occurs. Where the Contractor fails to return any matter or thing loaned by TAF, in addition to any other remedy, TAF may deduct the cost or replacement therefor from any moneys otherwise payable to the Contractor under this Agreement.

### **ARTICLE 3 REMUNERATION**

- 3.1 In consideration of the performance of the Services in accordance with this Agreement, TAF will pay the Contractor the fees as set out in Schedule A (the "**Service Fees**"). The Service Fees will be due and payable within 30 days of the completion of the project, or as otherwise agreed to between the parties. The Service Fees are inclusive of the cost of all materials used for the provision of the Services. At any time, TAF and the Contractor may amend the Service Fees, the Services, and/or the deliverables, subject to their mutual written approval.
- 3.2 TAF will not reimburse the Contractor for any cost or expenses incurred by the Contractor in the performance of the Services unless specifically set out in Schedule A or agreed to in advance in writing.



## ARTICLE 4 INTELLECTUAL PROPERTY

- 4.1 The parties acknowledge and agree that, subject to and in accordance with this Article 4, all original work created or produced by the Contractor in the course of providing the Services (the “**Work Product**”) and all intellectual property rights therein are the property of TAF. The Contractor agrees to and does hereby expressly and irrevocably assign to TAF all right, title, and interest (including ownership of copyright) in the Work Product. Further, if during the course of providing the Services, the Contractor develops any Work Product that is protected by copyright, the Contractor hereby waives unconditionally any moral rights it may have in such Work Product, and if applicable, the Contractor shall cause its personnel, or any subcontractors and their personnel, to waive their moral rights.
- 4.2 TAF acknowledges and agrees that the Contractor has developed and will continue to develop certain underlying processes, concepts and ideas, techniques, skills, and know-how, and may have developed or purchased technology licences, independently of any activity undertaken by the Contractor hereunder (collectively, the “**Background Information**”), and that (i) the Background Information and all intellectual property rights therein shall remain the property of the Contractor or its respective owner; and (ii) the Background Information, along with information of general public knowledge, is not included in the transfer of rights in the Work Product contained in Article 4.1. The Contractor agrees to grant to TAF an irrevocable, royalty-free, perpetual, worldwide, non-exclusive, sublicensable licence to any Background Information necessary for TAF to fully use the Work Product.
- 4.3 The Contractor warrants that no Work Product or Background Information will infringe or otherwise violate any patent, copyright, trademark, trade secret, or other proprietary right of any third party and confirms that no consents of any other parties are necessary under any agreements concerning any of the Work Product or any Background Information in order for the transfer, assignment, and license of any of the intellectual property rights in the Work Product and Background Information to be effective. The Contractor shall not incorporate into any Work Product anything that would restrict the rights of TAF to modify, further develop or otherwise use the Work Product in any way that TAF deems necessary, or that would prevent TAF from entering into any contract with any contractor or consultant other than the Contractor for the modification, further development or other use of the Work Product.

## ARTICLE 5 CONFIDENTIALITY

- 5.1 For the purpose of this Agreement, “**Confidential Information**” means all non-public information belonging to TAF, including all strategic, technical, corporate, financial, economic, legal or other information or knowledge generally concerning TAF or any of its affiliates, subsidiaries or other parties in which it has an ownership interest, or specifically concerning the Services, whether disclosed orally, or in the form of written material, computer data or programs, and includes trade secrets, computer programs, code, methods, techniques, processes, computer applications, information about or relating to grantees and/or customers of TAF and financial information, however obtained, and whether obtained before or after the execution of this Agreement. Confidential Information does not include information that:
- (a) is disclosed lawfully to the Contractor by a third party who has no obligation of confidentiality to TAF with respect to the disclosed information;
  - (b) is or becomes generally known to the public, other than by a breach by the Contractor of its obligations under this Agreement; or
  - (c) is obligated to be produced under order of a court of competent jurisdiction or similar requirement of a government entity, so long as prior notice of such order or requirement is provided to TAF and the Contractor co-operates to the extent reasonable in preserving its confidentiality.
- 5.2 The Contractor acknowledges and agrees that the Confidential Information is the property of TAF and that the Contractor will use the Confidential Information only for the purpose of performing the services under the Services Agreement. The Contractor will maintain the Confidential Information in strict confidence and will not disclose Confidential Information to any employee, except to the extent necessary to perform the Services, or to any third party, except with the prior written consent of TAF. The Contractor agrees that it will inform its employees performing the Services of the confidential nature of the Confidential Information and will ensure that those employees maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement. The Contractor will cause each of its employees, and any third party to whom the Confidential Information is disclosed with the consent of TAF, to execute and deliver a written confidentiality agreement obliging such employee or third party to maintain the confidentiality of the Confidential Information in accordance with the terms of this Agreement.

- 5.3 Upon termination of this Agreement or otherwise upon the request of TAF, the Contractor will deliver to TAF all copies, whether written, in the form of computer data or otherwise, of all Confidential Information in the possession of the Contractor or other parties to whom the Contractor has provided Confidential Information. Neither the Contractor nor any parties to whom the Contractor has provided confidential Information will retain copies of any Confidential Information.

## **ARTICLE 6**

### **DISPUTE RESOLUTION AND INJUNCTIVE RELIEF**

- 6.1 In the event of a dispute claim, question or disagreement arising from or relating to this Agreement or the breach thereof (individually and collectively, “**Dispute**”) the parties shall use reasonable efforts to attempt to resolve the Dispute. If the parties do not reach such a solution (or agree in writing to mediate the Dispute), within a period of 45 days, then, upon notice by either party to the other party, and prior to taking any other legal actions, all Disputes shall be finally settled by arbitration pursuant to the Arbitration Act of Ontario before a single arbitrator, selected by the parties or appointed (in the event the parties cannot agree). The arbitration shall be held in Toronto, Ontario. The arbitrator’s decision shall be final and binding. The arbitrator shall issue a written decision setting forth in reasonable detail the basis for the decision. The arbitrator shall have no authority to award damages inconsistent with this Agreement or punitive or other damages not measured by the prevailing party’s actual damages, except as may be required by statute, and the parties hereby expressly waive their right to obtain such punitive damages in arbitration or in any other forum. The arbitrator shall award to the prevailing party, as determined by the arbitrator and if any, all reasonable pre-award expenses of the arbitration, including the arbitrator’s fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees, and attorney’s fees. The arbitral award may be entered in any court having jurisdiction. All aspects of the arbitration will be final.
- 6.2 Notwithstanding sub-paragraph 6.1, the Contractor hereby recognizes that violation, breach or anticipated breach of the Confidential Information obligations and/or the Intellectual Property obligations of this Agreement may cause serious and irreparable harm to TAF for which an action in damages may not be a sufficient remedy. Consequently, the Contractor recognizes that TAF may, in addition to an action in damages, have the right to take the appropriate proceedings to obtain an interlocutory or permanent injunction in any jurisdiction of its choice as soon as possible as a necessary remedy to enjoin any further

breach or anticipated breach by the Contractor and without prejudice to the rights of TAF to obtain damages.

## **ARTICLE 7 INDEMNIFICATION**

- 7.1 The Contractor agrees to indemnify, defend, and save harmless TAF, and its directors, officers, employees, agents, successors, and permitted assigns (collectively, the **"Indemnified Party"**) from all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs, and expenses (including reasonable legal fees and disbursements) suffered or incurred by the Indemnified Party that are related directly or indirectly to: (i) the provision of the Services under this Agreement; (ii) any inaccuracy of any representation or warranty of the Contractor contained in this Agreement or in any document delivered pursuant to this Agreement; (iii) any negligence or willful misconduct of the Contractor; (iv) any breach or non-performance by the Contractor of any covenant to be performed by it that is contained in this Agreement or in any document delivered pursuant to this Agreement; and (v) any breach or alleged breach by the Contractor of the intellectual property rights or privacy rights of any person, including TAF. The Contractor shall not enter into any settlement without TAF's or an Indemnified Party's prior written consent.
- 7.2 In no event will either party be liable for any special, consequential, incidental or indirect damages of any kind, howsoever caused, whether for breach of warranty, breach or repudiation of contract, tort, negligence or otherwise, even if the other party has been advised of the possibility of such loss. In no event shall either party be liable for any loss of profits, loss of business or goodwill.
- 7.3 The limitations of liability in section 7.2 shall not apply to any claims of third parties to the extent caused or contributed to by the Contractor, or to claims that arise from fraud, fraudulent misrepresentation, wilful misconduct, abandonment, corruption, or the criminal conduct of employees, officers, or directors of the Contractor or any related party.

## **ARTICLE 8 CONFLICT OF INTEREST**

- 8.1 The Contractor warrants that it, its partners, directors, officers, employees, agents, contractors, subcontractors and volunteers shall not during the term of this Agreement provide any services to any person, corporation, body, group or organization where the provision of such services, actually or potentially, creates a conflict of interest with the provision of the Services pursuant to this

Agreement, without the Contractor first disclosing to TAF the actual or potential conflict of interest and obtaining the express prior written consent of TAF to perform such work, which may be granted or withheld at TAF's sole and absolute discretion.

## **ARTICLE 9 REPRESENTATIVES AND NOTICES**

9.1 Any power, right or function of TAF contemplated by the Agreement may be exercised by the representatives named in sub-paragraph 9.3 and when so exercised shall be deemed to be the act of TAF.

9.2 The Contractor's representative shall be:

Name:

Address:

Phone:

Email:

9.3 TAF's representative shall be:

Name:

Address: Metro Hall (c/o Union Station, 2<sup>nd</sup> Floor East Wing)  
55 John St  
Toronto, ON M5V 3C6

Phone:

Email:

9.4 All communications shall be given by or to the respective parties through the above individuals. The representatives of each party may be changed or substituted by notice to the other party of the name and address of the substitute representative.

9.5 All notices shall be in writing and shall be sufficiently given if personally delivered or mailed by pre-paid registered mail to the other party at the address shown above, in which case it shall be deemed to have been received on the 5th business day after it was mailed. Day-to-day communications may also be

delivered by fax or electronic transmission, in which case they shall be deemed to have been received on the first business day following transmission.

## **ARTICLE 10 GENERAL**

- 10.1 Compliance with laws. The Contractor is in compliance with and shall comply with all applicable laws, regulations and ordinances. The Contractor has and shall maintain in effect all the licences, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.
- 10.2 No Waiver. The failure by TAF to insist in one or more instances upon the performance by the Contractor of any of the terms or conditions of this Agreement shall not be construed as a waiver of TAF's right to require future performance of any such terms or conditions, and the obligations of the Contractor with respect to such future performance shall continue in full force and effect. A waiver is binding on TAF only if it is in writing.
- 10.3 Assignment. The Contractor shall not assign this Agreement or any part thereof, without the prior written approval of TAF which approval may be granted or withheld at TAF's sole and absolute discretion.
- 10.4 Survival. Upon termination of this Agreement, all rights and obligations of the parties shall cease, except: (i) such rights and obligations as may have accrued on or prior to the date of termination of expiration; and (ii) under any provision of this Agreement which, by the nature of the rights or obligations set out therein, might reasonably be expected to survive, including in respect of confidentiality, intellectual property, liability, and indemnification.
- 10.5 Force Majeure. A party shall not be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, tsunami, epidemics, pandemics including the 2019 novel coronavirus pandemic (COVID-19), or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labour stoppages or slowdowns, or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) other similar events beyond the reasonable control of a party.

- 10.6 Enurement. This Agreement will enure to the benefit of and will be binding upon the successors and permitted assigns of the parties.
- 10.7 Entire Agreement. This Agreement embodies the entire Agreement with regard to the matters dealt with and supersedes any understanding or agreement, collateral, oral or otherwise, existing between the parties at the date of execution.
- 10.8 Amendments. No change to or modification of this Agreement shall be valid unless it is in writing and signed by TAF and the Contractor.
- 10.9 Severability. If any provision of this Agreement or any covenant herein contained on the part of either party shall be determined to be invalid or unenforceable it shall not affect the validity of any provision or covenant hereof or therein contained.
- 10.10 Governing Law. This Agreement shall be construed in accordance with the laws of the Province of Ontario, Canada.
- 10.11 Headings. The headings which precede the paragraphs of this Agreement are merely for the assistance of the reader and do not affect the meaning, effect or construction of the Agreement.
- 10.12 Technical Meanings. Whenever words which have well-known technical or trade meanings are used in this Agreement, they are used in accordance with such recognized meanings.
- 10.13 No contra proferentem. This Agreement has been negotiated by each party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party does not apply to the construction or interpretation of this Agreement.
- 10.14 Relationship between the parties. The relationship established between TAF and Contractor by this Agreement is that of purchaser and vendor of services. Nothing contained in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent between TAF and Contractor. It is understood that Contractor is an independent contractor, and neither it nor any of its agents or employees shall have any right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of TAF.
- 10.15 Authority to enter into Agreement. Each party stipulates that it has full authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of the named party is properly authorized to sign it, and each party further acknowledges that it has read this Agreement, understands and agrees to be bound by it.

- 10.16 Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one agreement. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in legible form, including in a tagged image format file (TIFF) or portable document format (PDF), shall be equally effective as delivery of a manually executed counterpart of this Agreement.

**[Remainder of page intentionally left blank]**



**IN WITNESS WHEREOF** this Agreement has been executed as of the date first above written.

**CONTRACTOR**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation

**TORONTO ATMOSPHERIC FUND**

Per: \_\_\_\_\_  
Name:  
Title:

I have authority to bind the Corporation

## **Schedule A Scope of Work**

### **Objective**

Provide....

### **Tasks & Deliverables**

### **Remuneration and Billing:**

For the Services and Deliverables, TAF shall pay the contractor up to \$xx plus any applicable taxes for conducting activities relating to the Scope of Work in this Appendix.

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## APPENDIX F – HOME SURVEY DESIGN

The home survey is envisioned to be a standardized online tool used to collect key information on the home and homeowner and share it with installers, minimizing back-and-forth for all parties involved. It should serve to the collection of key information needed by installers to prepare a robust, credible quote.

Information gathered from the homeowner should include:

1. **Eligibility.** The survey should first aim to filter respondents based on eligibility. The survey should thus aim to confirm that respondents are homeowners within the GTHA. Condominiums and Part 3 residential buildings are ineligible.
2. **Home Information.** Specific details about the home are needed by installers and to generate a preliminary assessment of the home. Ask for the home address, as well as the approximate age of the roof and material (e.g. asphalt shingles, clay tile, metal, other). Images of different roofing materials can be provided to help homeowners determine what kind of roof they have. Also ask whether there have been any roof leaks. Optionally, consider asking for a general description of the property (e.g. colour of the house, distinctive features) to help locate the house on the online map in case it is not immediately obvious.
3. **Homeowner Information.** Clarify the homeowner's primary motivation (e.g. reduce hydro bill, gain independence from the grid, serious vs. general enquiry) and expectations (e.g. total cost, return on investment, timeline). Ask whether the homeowner expects their power needs will change soon (e.g. buying an EV with an at-home charger, switching to energy efficient electric appliances, fuel switching, installing a heat pump).
4. **Supporting Documents.** Require respondents to provide their monthly electricity bills or a summary for the last 12 months. Green Button makes it easy for homeowners to download and securely transfer electricity usage data with third parties and could be recommended to applicants. The agent may need to produce an approximate estimate for total consumption using market data for those who are unable to provide this information (e.g. new home buyer). This information will be used to help size the solar system and advise on program enrollment (e.g. Home Renovation Savings Program, Net Metering, etc.). In addition, this intake should ask homeowners for photos of the main electrical panels, both inside and outside, including any labels if visible.
5. **Consent.** Ensure the homeowner provides their name and signature consenting to sharing the provided information with the program's delivery partners and being contacted by them.

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Additionally, the survey may ask the respondent about their preferred mode of communication or similar considerations that will improve our ability to deliver a positive experience.