

# **REQUEST FOR PROPOSALS FOR**

## **Service Delivery Organizations: Direct Install Services for PEI Net Zero Free Programs**

For the Government of Prince Edward Island, as represented by  
the Minister of Environment, Energy and Climate Action

**Request for Proposal Number:** 6228

**Date Issued:** February 20, 2024

**Submission Deadline:** March 12, 2024

## Tables of Contents

|  |           |
|--|-----------|
| <b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS.....</b>  | <b>3</b>  |
| 1.1 Invitation to Proponents.....  | 3         |
| 1.2 RFP Contact.....   | 4         |
| 1.3 Type of Contract for Deliverables.....   | 4         |
| 1.4 RFP Timetable.....   | 4         |
| 1.5 Submission of Proposals.....   | 5         |
| <b>PART 2 – EVALUATION OF PROPOSALS .....</b>  | <b>7</b>  |
| 2.1 Stages of Evaluation.....  | 7         |
| 2.2 Stage I: Mandatory Submission Requirements.....  | 7         |
| 2.3 Stage II – Evaluation.....   | 7         |
| 2.4 Pricing.....   | 8         |
| 2.5 Selection of Successful Proponent(s).....  | 8         |
| 2.6 Notification to Other Proponents.....  | 8         |
| <b>PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS .....</b>  | <b>9</b>  |
| 3.1 General Information and Instructions.....  | 9         |
| 3.2 Business Registration.....   | 10        |
| 3.3 Communication after Issuance of RFP.....   | 10        |
| 3.4 Execution of Agreement, Notification and Debriefing.....   | 11        |
| 3.5 Conflict of Interest and Prohibited Conduct.....   | 11        |
| 3.6 Confidential Information.....  | 12        |
| 3.7 Reserved Rights, Limitation of Liability and Governing Law.....  | 13        |
| <b>APPENDIX A – FORM OF AGREEMENT.....</b>   | <b>15</b> |
| <b>APPENDIX B – SUBMISSION FORM.....</b>   | <b>24</b> |
| <b>APPENDIX C – SUBMISSION PRICING FORMS .....</b>   | <b>27</b> |
| <b>APPENDIX D – RFP PARTICULARS .....</b>  | <b>34</b> |
| <b>D.1 The Deliverables .....</b>  | <b>34</b> |
| <b>D.1.4 Service Categories</b>  |           |
| Service Category 1 – Heat Pump Installation / Electrical Panel Upgrades / Installation of Supplemental Heat..... | 36        |
| Service Category 2 – Electric Hot Water Heater Installation.....   | 38        |
| Service Category 3 – Oil Tank / Equipment Removal.....   | 39        |
| <b>D.2 Material Disclosures .....</b>  | <b>42</b> |
| <b>D.3 Mandatory Technical Requirements .....</b>  | <b>43</b> |
| <b>D.4 Rated Criteria .....</b>  | <b>45</b> |
| <b>APPENDIX E – SAMPLE OHPA ONSITE HOME ASSESSMENT WORKSHEET .....</b>   | <b>48</b> |
| <b>APPENDIX F – SUSTAINABILITY DIVISION CUSTOMER SERVICE STANDARDS.....</b>                                      | <b>52</b> |

## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Province of Prince Edward Island (“the “Province”), through the **Sustainability Division**, to prospective Proponents to submit proposals for the provision of Direct Install of Energy Efficient Retrofits as further described in the **RFP Particulars (Appendix D)** (the “Deliverables”).

This RFP is being issued in order to select Service Organizations to deliver Direct Install services throughout the province of Prince Edward Island as part of the **PEI Net Zero Free Programs** (the “Program”).

**The Sustainability Division** is endeavoring to achieve:

- accessibility of these services for Prince Edward Islanders

Proponents are to provide details on how their Organization proposes to deliver the PEI Net Zero Free Programs, specifically the service categories they choose to respond to, as further outlined in this RFP document. Proponents are encouraged to consider and provide details on their approach to ensure service levels / targets are met.

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

**The Sustainability Division** is looking for Service Organization(s) that has/have experience in providing the following services:

- Installing products/equipment for residential applications;
- Scheduling client appointments and providing excellent customer service within a given timeline;
- Hiring, managing, scheduling and dispatching installer crew/team members;
- Providing education on energy efficiency behaviours, products, etc. and the benefits of adopting energy saving behaviours, products, etc.;
- Sourcing products and managing/maintaining inventory of those products (e.g. energy efficient products); and
- Achieving energy savings

Proponents will need to prepare a proposal submission that clearly identifies which service categories they are interested in applying for, as each service category contains different types of work. The service categories are:

1. Heat Pump Installation, Electrical Panel Upgrades, Supplemental Heating Equipment Installation
2. Electric Hot Water Heater Installation
3. Oil Tank / Equipment Removal

In their proposal submissions, Proponents are to demonstrate how their Organization will manage risks and add value, throughout the delivery of the Service Categories they choose to respond to.

### 1.2 RFP Contact

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

**Trevor Birt, Project Manager, [trevorbirt@gov.pe.ca](mailto:trevorbirt@gov.pe.ca)**

**Mark Kays, Procurement Services, [mjkays@gov.pe.ca](mailto:mjkays@gov.pe.ca)**

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

### 1.3 Type of Contract for Deliverables

The selected Proponent(s) will be required to enter into an agreement with the Province for the provision of the Deliverables in the form attached as **Appendix A** to the RFP (the “Agreement”). The initial term of the agreement will be for a **period ending March 31, 2025**. The Province reserves the right to extend the agreement for **two 1-year extensions** beyond the initial term.

#### **Address price adjustments for extension years if applicable.**

Pricing adjustment for extension years will be considered only to the extent of equipment and material variables as well as labour costs in line with the Canadian Consumer Price Index (CPI).

There will be opportunities during the term of the contract and its extension periods to add, remove or update prequalified Service Organizations.

Additional Service Organizations can apply for qualification and inclusion in the PEI Net Zero Free Programs at any time after a three-month period has passed from the initiation of the program. The Service Organization will need to contact Procurement Services or **the Sustainability Division** contact listed in **Section 1.2** to obtain a copy of the RFP and instructions. The same terms and conditions, qualifications, requirements and evaluation processes set out in this RFP document will apply to any additional suppliers. The Service Organization will submit its response to **the Sustainability Division** for evaluation. If successful, the Service Organization is added to the program. Regardless of the date a Service Organization is added, their term will expire at the end of the contract term or end of extension period (if applicable).

### 1.4 RFP Timetable

|                                    |   |
|------------------------------------|---|
| Issue Date of RFP                  | <b>February 20, 2024</b>                                    |
| Deadline for Questions             | <b>February 29, 2024</b>                                    |
| Deadline for Issuing Addenda       | <b>March 5, 2024</b>  |
| Submission Deadline                | <b>March 12, 2024 @ 2 PM Atlantic Time – Local PEI Time</b> |
| Anticipated Execution of Agreement | <b>April 1, 2024</b>  |

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

## **1.5 Submission of Proposals**

### **1.5.1 Proposals to be submitted at the Prescribed Location**

Proposals must be submitted at:

#### **PROCUREMENT SERVICES E-MAIL ADDRESS ONLY**

**procurementservices@gov.pe.ca**

### **1.5.2 Proposals to be submitted on Time**

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. The Proponent is solely responsible for the submission of its proposal to the exact e-mail location indicated in this RFP on or before the Submission Deadline. The Province does not accept any responsibility for proposals e-mailed to any other e-mail location by the Proponent or its delivery agents. Proposals submitted after the Submission Deadline will be rejected. The Province's time clock at [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca) will be deemed to be correct.

### **1.5.3 Proposals to be submitted in Prescribed Format**

Proponents should submit their proposal containing the following:

#### **A) Technical Proposal**

One (1) electronic copy of the technical proposal saved as a Portable Document Format (PDF) and e-mailed to [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca). The Technical Proposal should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name of the Proponent.

Technical proposals should be comprised of:

- a) completed **Appendix B Submission Form**,
  - b) completed response to **Appendix D – RFP Particulars**, and
  - c) other mandatory submission requirements, as applicable.
- Financial information is not to be included in the technical proposal.

#### **B) Financial Proposal**

One (1) electronic copy of the financial proposal (completed response to **Appendix C – Submission Pricing Forms**) saved as a PDF or MS Excel and e-mailed to [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca). The financial proposal must be saved as a separate file from the technical proposal.

Financial proposal should be prominently marked as "Financial Proposal" with the RFP title and number (see RFP cover) and the full legal name of the Proponent.

Unless specifically requested in this solicitation document, Proponents should not submit product catalogues or other marketing materials with their proposal.

The Province will not accept proposals submitted by **facsimile transfer, courier, mail, hand delivery or any other electronic means.**

#### **1.5.4 Amendment of Proposals Prior to Submission Deadline**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by e-mail to [procurementservices@gov.pe.ca](mailto:procurementservices@gov.pe.ca) prominently marked in the subject line the word "Amendment" with the RFP title and number and the full legal name of the Proponent. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal submission or by a person authorized to sign on his or her behalf.

#### **1.5.5 Withdrawal of Proposals**

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact by e-mail prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. The Province is under no obligation to return withdrawn proposals.

#### **1.5.6 Proposals Irrevocable after Submission Deadline**

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

[End of Part 1]

## **PART 2 – EVALUATION OF PROPOSALS**

### **2.1 Stages of Evaluation**

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

### **2.2 Stage I: Mandatory Submission Requirements**

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

#### **The Mandatory Submission Requirements are as follows:**

#### **2.2.1 No Amendment to Forms**

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

#### **2.2.2 Submission Form (Appendix B)**

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

#### **2.2.3 Submission Pricing Forms (Appendix C)**

Each proposal must include Submission Pricing Forms (**Appendix C**) completed according to the instructions contained in the form for each of the Service Categories they seek to apply for.

### **2.3 Stage II – Evaluation**

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

#### **2.3.1 Mandatory Technical Requirements**

The Province will review the **proposals to determine whether the mandatory technical requirements as set out in the RFP Particulars (Appendix D, Section D.3.1)** have been met. Questions or queries on the part of the Province as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the Proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

#### **2.3.2 Rated Criteria**

The Province will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D of the **RFP Particulars (Appendix D)**. The following is an overview of the categories and weighting for the rated criteria of the RFP. Pricing for each Service Category a proponent applies for will be graded separately and has the potential maximum of 50 points. These points are then added to the points received for their response to the rated criteria in Sections D.4.1 – D.4.6 to arrive at the total score for the Service Category applied for. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| <b>Rated Criteria Category</b>                          | <b>Weighting (Points)</b>   | <b>Minimum Threshold</b>   |
|---|---|--|
| D.4.1 Quality Assurance (QA)                            | <b>12 points</b>  | <b>8 points</b>  |
| D.4.2 Customer Service                                  | <b>10 points</b>  | <b>7 points</b>  |
| D.4.3 Scheduling  | <b>10 points</b>  | <b>7 points</b>  |
| D.4.4 Capacity  | <b>14 points</b>  | <b>8 points</b>  |
| D.4.5 Gender, Diversity, and Inclusion                  | <b>2 points</b>   | <b>0 points</b>  |
| D.4.6 Added Value                                       | <b>2 points</b>   | <b>0 points</b>  |
| <b>Subtotal A</b>                                       | <b>50 points</b>  | <b>30 points</b>   |
| D.4.7 Pricing – (Appendix C – Submission Pricing Forms) | <b>Applying for One Service Category – 50 points</b><br><br><b>Applying for Two Service Categories – 100 points</b><br><br><b>Applying for Three Service Categories – 150 points</b>  | <b>Applying for One Service Category – 40 points</b><br><br><b>Applying for Two Service Categories – 80 points</b><br><br><b>Applying for Three Service Categories – 120 points</b>  |
| <b>Total Points</b>                                     | <b>Applying for One Service Category – 100 points</b><br><br><b>Applying for Two Service Categories – 150 points</b><br><br><b>Applying for Three Service Categories – 200 points</b> | <b>Applying for One Service Category – 70 points</b><br><br><b>Applying for Two Service Categories – 110 points</b><br><br><b>Applying for Three Service Categories – 150 points</b> |

**2.4 Pricing**

The highest level of evaluation will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation set out in the **Submission Pricing Form (Appendix C)**. The evaluation of price will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and other rated criteria has been completed. Pricing forms are graded separately for each Service Category a proponent applies for and then added with the score received for their response to Sections D.4.1 – D.4.6.

**2.5 Selection of Successful Proponent(s)**

Each Service Category that Proponent(s) apply for will be scored separately. The Proponent(s) with a score of 70 or more in a given Service Category, as per the table above, will be selected to enter into the Agreement for that Service Category in accordance with Part 3. Upon finalization of the Agreement with the Province, the Proponent shall thereafter be known as the successful Proponent.

**2.6 Notification to Other Proponents**

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

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 RFP Incorporated into Proposal**

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

#### **3.1.2 Proponents not to change terminology**

Changes to the terminology of this RFP are prohibited.

#### **3.1.3 Proponents to Follow Instructions**

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

#### **3.1.4 Language**

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

#### **3.1.5 No Incorporation by Reference**

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

#### **3.1.6 References and Past Performance**

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

#### **3.1.7 Information in RFP Only an Estimate**

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

#### **3.1.8 Proponents to Bear Their Own Costs**

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

#### **3.1.9 Proposal to be retained by the Province**

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

### **3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract**

The Province makes no guarantee of the value or volume of work to be assigned to the successful Proponent. The agreement to be negotiated with the selected Proponent will not be an exclusive contract for the provision of the described Deliverables. The Province may contract with others for goods and services the same as, or similar, to the Deliverables or may obtain such goods and services from resources within the Province. If a Proponent is found to not be meeting service standards or timelines as set out within the relevant service category, their work will be reassigned to other proponents in the program.

### **3.2 Business Registration**

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

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

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

### **3.3 Communication after Issuance of RFP**

#### **3.3.1 Proponents to Review RFP**

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

#### **3.3.2 All New Information to Proponents by Way of Addenda**

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

#### **3.3.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

### **3.3.4 Verify and Clarify**

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

## **3.4 Execution of Agreement, Notification and Debriefing**

### **3.4.1 Selection of Proponent and Execution of Agreement**

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

### **3.4.2 Failure to Enter into Agreement**

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

### **3.4.3 Notification of Outcome of Procurement Process**

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

### **3.4.4 Debriefing**

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

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

### **3.5.1 Conflict of Interest**

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

### **3.5.2 Disqualification for Prohibited Conduct**

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

### **3.5.3 Prohibited Proponent Communications**

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

### **3.5.4 Proponent not to Communicate with Media**

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

### **3.5.5 No Lobbying**

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

### **3.5.6 Illegal or Unethical Conduct**

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

### **3.5.7 Rejection of Proposals**

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

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

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of the Province**

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

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

### **3.6.2 Confidential Information of Proponent**

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

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

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

### **3.6.3 Personal Information**

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

A copy of FOIPP is available online at:

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

## **3.7 Reserved Rights, Limitation of Liability and Governing Law**

### **3.7.1 Reserved Rights of the Province**

The Province reserves the right to:

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

- (j) reject any or all proposals.

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

### **3.7.2 Limitation of Liability**

By submitting a proposal, each Proponent agrees that:

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

### **3.7.3 Governing Law and Interpretation**

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

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

[End of Part 3]

**APPENDIX A – FORM OF AGREEMENT**

**SAMPLE CONTRACT  
NAME OF AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

(hereafter referred to as “Government”)

**OF THE FIRST PART;**

**AND:** \_\_\_\_\_  
of \_\_\_\_\_  
in \_\_\_\_\_ County, Province of \_\_\_\_\_,

(hereafter referred to as the “Contractor”)

**OF THE SECOND PART.**

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

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

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

**Definitions**

1. In this Agreement, the following definitions apply:
  - (a) “Contractor” means [INSERT CONTRACTOR’S FULL LEGAL NAME HERE];
  - (b) “Fiscal Year” means a 12-month period beginning on April 1<sup>st</sup> in a year and ending on March 31<sup>st</sup> in the following year;
  - (c) “Government” means Government of Prince Edward Island, as represented by the Minister of Environment, Energy, and Climate Action;
  - (d) “Parties” means Government and the Contractor, and “Party” means either of them as the context requires;
  - (e) “Term” has the meaning provided in paragraph 3;

- (f) "Work" refers to those duties described in the attached Schedule "A"

**Covenants of the Contractor and the Government**

2. The Contractor shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to the Government.
3. (a) Subject to the termination clause contained in the Termination section of this Agreement, the term of this Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and end on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Term").
- (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Contractor commenced the performance of the Work on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. It is further agreed that the amount of \$\_\_\_\_\_ is the maximum amount to be paid for the Work and includes all amounts which may be owed for Work since the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Payments, Records and Accounts**

4. The Government shall make payments to the Contractor in the following manner.
- (a) Payment for the Work shall be paid upon the submission of an invoice following the completion of the heat pump installation and/or the electrical panel upgrades, and/or supplemental heating equipment installation.  
AND / OR
- (a) Payment for the Work shall be paid upon the submission of an invoice following the completion of the electric hot water heater installation.  
AND / OR
- (a) Payment for the work shall be paid upon the submission of an invoice following the completion of the oil tank / equipment removal.  
AND, IF APPLICABLE
- (b) The Government shall pay all expenses of the Contractor, excluding taxes, up to a maximum of \$\_\_\_\_\_, based on expenses actually incurred and verified by receipt.
- (c) If the Contractor encounters any issues that must be resolved in order to complete the Work they must seek approval from Government to ensure any costs incurred will be covered.
- (d) The payments described herein shall be paid upon the basis of the submission of a detailed statement together with all necessary receipts **upon the completion of the Work**. This is to be done on a monthly basis – at a minimum. Such statements shall be submitted to Government and Government shall pay the amount owing within **30** days of receipt.



- (e) The Contractor shall keep proper accounts and records of the cost to the Contractor of the Work and of all expenditures or commitments made by the Contractor under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Contractor shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.
- (f) Subject to statutory limitations, the Contractor shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

### **Conditions of Agreement**

- 5. (a) The Parties agree that the Contractor shall act as an independent contractor and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.
- (b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Contractor or any officer, clerk, employee or agent of the Contractor, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act* R.S.P.E.I. 1988, Cap. C-8 apply.
- 6. (a) The Contractor agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Contractor may be required by law to make in connection with the Work.
- (b) The Contractor agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap. E-6.2, the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1, or any other laws that impose obligations in the nature of employers' obligations. The Contractor agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff. This compliance is also to be read as agreement to adherence with the COVID-19 Mask Policy developed by the Chief Public Health Office to include work at client sites.  
<https://psc.gpei.ca/sites/psc.gpei.ca/files/MaskProtocol19Nov2020.pdf>  
[https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual\\_9.05.pdf](https://psc.gpei.ca/sites/psc.gpei.ca/files/HRPolicy/HRManual_9.05.pdf)  
<https://psc.gpei.ca/sites/psc.gpei.ca/files/9.08%20DrugAlcoholAndMedicationPolicy.pdf>  
[https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm\\_11.01.pdf](https://psc.gpei.ca/files/PDF%20Files/hrp-manual/hrppm_11.01.pdf)

- (c) The Contractor, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.
  - (d) The Contractor agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.
7. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.
8. In rare circumstances, the Contractor may encounter homes where the equipment quoted as per the Request for Proposals is not the most efficient or suitable for the home (for example, a central air source heat pump utilizing existing ductwork may be more heating and cost effective in a select few homes). In these instances, the Contractor should note this on the home assessment form and submit to the Sustainability Division outlining the work (including the reasoning) as well as the quote to complete the proposed work. This assessment will need to be approved by the Sustainability Division. Instances of non-standard work are anticipated to be very rare.

### **Reports**

9. The Contractor shall submit monthly progress reports to the Sustainability Division in the format determined by the Sustainability Division to include, but not limited to program participation rates, client work order status, upgrades deployed, expenditure tracking and implementation schedule information.

Additionally, Contractor must provide program data as the Government may direct, for annual review by an independent Evaluator as part of developing ongoing performance reporting as required by the Island Regulatory & Appeals Commission (IRAC).

Details required will be to guide the Evaluator's conclusions and recommendations related to program processes, implementation, cost-effectiveness, as well as electricity energy and peak demand savings.

### **Administration**

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

## **Termination**

12. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Contractor by hand delivery, mail to the Contractor's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Contractor shall have no further claim against Government, except that the Contractor will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Contractor prior to the receipt of the notice and for which the Contractor is liable for payment, less any sums paid by Government to the Contractor on account.
13. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

## **Confidentiality and Copyright**

14. Any and all information, knowledge or data made available to the Contractor as a result of this Agreement shall be treated as confidential information. The Contractor shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.
15.
  - (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Contractor, its employees, agents, servants or others for whom the Contractor is responsible, without the written consent of Government.
  - (b) The Parties agree that Government owns the copyright on all aspects of the Work, including all manner of data as set out in sub-paragraph (a) and including all software developed as a result of the Work whether in the form of raw data, analyses, database entries or software or hardware code of any kind or in any form whatsoever, including but not limited to object code and source code and any necessary information with respect to the use of such code such as encryption keys, compiler information and version number.
  - (c) The Contractor relinquishes all rights to the Work created pursuant to this Agreement, including all rights and moral rights otherwise accruing to the Contractor pursuant to the *Copyright Act* R.S.C. 1985, c. C-42.

## **Conflict of Interest**

16. The Contractor warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment, exists or

is likely to arise in relation to execution of this Agreement or its subject matter. The Contractor shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Contractor of an actual or potential conflict of interest, Government, in its sole discretion, may either:

- (a) allow the Contractor to resolve the actual or potential conflict to the satisfaction of Government; or
- (b) Terminate the Agreement in accordance with the Termination section of this Agreement.

### **Freedom of Information and Protection of Privacy Act**

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

### **Indemnification and Insurance**

- 19. The Contractor shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Contractor or anyone directly or indirectly employed by the Contractor or anyone for whom the Contractor may be liable.
- 20. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:
  - (a) Commercial General Liability insurance in an amount not less than Five Million **(\$5,000,000.00 CAD)** Dollars inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
    - Products and Completed Operations Liability;
    - Owner's and Contractor's Protective Liability;
    - Blanket Written Contractual Liability;
    - Personal Injury Liability;
    - Non-Owned Automobile Liability;
    - Cross Liability;
    - Employees as additional Insureds;

- Broad Form Property Damage;
  - If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.
- (b) Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than Two Million **(\$2,000,000.00 CAD)** Dollars).
- (c) Pollution Liability insurance must be possessed by Contractors performing the duties of Service Category 3 (Oil Tank / Equipment Removal) in an amount not less than Two Million **(\$2,000,000.00 CAD)** Dollars to include:
- First and third party bodily injury and property damage liability;
  - Onsite pollution cleanup coverage; and
  - Offsite pollution cleanup coverages including remediation.
- (d) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days' advance written notice of cancellation. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. A Certificate of Insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

### General

21. This Agreement shall not be assigned or subcontracted in whole or in part by the Contractor without the prior written consent of Government.
22. This Agreement shall ensure to the benefit of and be binding upon the Parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.
23. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
24. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.
25. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
26. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.

27. If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

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

|                                       |   |   |
|---------------------------------------|---|---|
| <b>SIGNED, SEALED &amp; DELIVERED</b> | ) | <b>Government of Prince Edward Island,</b>  |
| in the presence of:                   | ) | as represented by the Minister of           |
|                                       | ) | <b><i>[Insert Department name here]</i></b> |
|                                       | ) |   |
| _____                                 | ) | _____                                       |

|                                       |   |   |
|---------------------------------------|---|---|
| <b>SIGNED, SEALED &amp; DELIVERED</b> | ) | <b><i>[Insert Contractor's name here]</i></b> |
| in the presence of:                   | ) |   |
|                                       | ) |   |
|                                       | ) |   |
| _____                                 | ) | _____   |
|                                       |   | Authorized Signing Officer                    |

**SCHEDULE "A"**

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

DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

**STATEMENT OF WORK**

**Program Overview:**

The Program seeks to...

**Program Outcomes:**

The Sustainability Division has a number of desired outcomes...

**General Requirements:**

The following general requirements must be met...

**Service Delivery Requirements:**

Following are the expectations of the Contractor as it relates to the Program...

**Quality Assurance Requirements:**

All Contractors will be required to adhere to any Quality Assurance (QA) protocols...

**Compensation:**

Compensation will be based on the pricing tables provided...

**Mandatory Technical Requirements**

## APPENDIX B – SUBMISSION FORM

### B.1 Proponent Information

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

### B.2 Offer

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

### B.3 Mandatory Forms

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

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



#### **B.4 Pricing**

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

#### **B.5 Addenda**

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

#### **B.6 No Prohibited Conduct**

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

#### **B.7 Conflict of Interest**

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

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

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

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

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

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

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

|  |
|--|
|  |
|  |
|  |
|  |

**B.8 Proposal Irrevocable**

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

**B.9 Disclosure of Information**

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

**B.10 EXECUTION OF AGREEMENT**

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

\_\_\_\_\_  
Signature of Witness

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

\_\_\_\_\_  
Name of Witness

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

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

\_\_\_\_\_  
Date

I have the authority to bind the Proponent.

## APPENDIX C – SUBMISSION PRICING FORMS

### 1. Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which must be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel, carriage and storage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any applicable fees or other charges, unless it is specifically stated within the table that it does not.
- (c) Unitary pricing for Service and Materials & Equipment Costs are to be shown separately and indicated as a discrete line items and in the following price tables.
- (d) **To apply for Service Category 1 (Heat Pump Installation, Electrical Panel Upgrades, Supplemental Heating Equipment Installation), Schedule C.1.1 and Schedule C.1.2 must be completed and submitted. To apply for Service Category 2 (Hot Water Heater Installation), Schedule C.2.1 must be completed and submitted. To apply for Service Category 3 (Oil Tank/Equipment Removal), Schedule C.3.1 must be completed and submitted.**

### 2. Evaluation of Pricing

Pricing is worth 50 points of the total submission score for each Service Category.

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

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

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

And so on, for each proposal.

### 3. Pricing Form

Bidders should propose a financial model that clearly defines how they propose to be compensated for all of the required services. Prepare a fixed price for your proposed services.

**Service Category 1 – Heat Pump Installation, Electrical Panel Upgrades, Supplemental Heating Equipment Installation**

**Schedule C.1.1 Service Category 1 Price Table (Heat Pump Installation)**

| <b>Mini Split (Standard Installation = 16’ refrigerant copper lineset and control wiring per head 40’ branch circuit wiring)</b>   | <b>Unit Cost</b>   |
|--|--|
| 12,000 BTU (rated heating output) mini split air source heat pump<br>Brand:<br>Model #'s:  | \$   |
| 15,000 BTU (rated heating output) mini split air source heat pump<br>Brand:<br>Model #'s:  | \$   |
| 18,000 BTU (rated heating output) mini split air source heat pump<br>Brand:<br>Model #'s:  | \$   |
| <b>Multi-Head (Standard Installation = 16’ refrigerant copper lineset and control wiring per head 40’ branch circuit wiring)</b>   |  |
| 18,000 BTU (rated heating output) outdoor condenser unit (2 heads)<br>Brand:<br>Model #'s:   | \$   |
| <input type="checkbox"/> 24,000 BTU (rated heating output) outdoor condenser unit (2-3 heads)<br><br>OR<br><br><input type="checkbox"/> 28,000 BTU (rated heating output) outdoor condenser unit (2-3 heads)<br><br>Brand:<br><br>Model #'s: | 2 Heads:<br>\$<br><br><br>3 Heads:<br>\$                   |
| 36,000 BTU (rated heating output) outdoor condenser unit (2-4 heads)<br>Brand:<br>Model #'s:   | 2 Heads:<br>\$<br><br>3 Heads:<br>\$<br><br>4 Heads:<br>\$ |
| Labour Rate for any enabling work (/hr)  | \$ /hr   |

|   |  |
|---|--|
| Long Run Refrigerant Copper Lineset and control wiring (8 ft increments)                | \$ /8'   |
| Long Run Branch Circuit Wiring (per foot)   | \$ /ft   |
| <b>Capacity Estimate</b>  | <b>Qty</b>   |
| # of heat pump installs/month proponent is able to complete under this Service Category | Mini-split:<br>/month<br><br>Multi-head:<br>/month |

**Heat Pump criteria:**

Must be eligible as per the Federal Government's Oil to Heat Pump Affordability (OHPA) Program, a list of eligible equipment can be accessed at [https://oee.nrcan.gc.ca/pml-imp/index.cfm?action=app.search-recherche&appliance=ASHP1\\_OHPA](https://oee.nrcan.gc.ca/pml-imp/index.cfm?action=app.search-recherche&appliance=ASHP1_OHPA)

Additionally, units must be:

- Warrantied for a period of not less than 10 years for Parts and Compressor
- Warrantied for a period of not less than 10 years on Labour
- Include a drain pan heater on the exterior unit

Proponents wishing to nominate additional associated products identified through previous experience, should list these items separately under Section D.4.6 Added Value for consideration by **the Sustainability Division**.

**Schedule C.1.2 Service Category 1 Price Table Continued (Electrical Panel Upgrades / Supplemental Heating Installation)**

| <b>Work Description – Electrical Panel Upgrades</b>  | <b>Unit Cost</b> |
|--|------------------|
| For Reference Purposes: Historical Average for Electrical entrance/panel upgrade to 200A (60A to 200A)<br><br>Approximate average number of hours to complete:<br>Red Seal:<br>Apprentice:<br>General Labourer:  | \$               |
| For Reference Purposes: Historical Average for Electrical entrance/panel upgrade to 200A (100A to 200A)<br><br>Approximate average number of hours to complete:<br>Red Seal:<br>Apprentice:<br>General Labourer: | \$               |
| Hourly Labour Rate – Red Seal  | \$ /hr           |
| Hourly Labour Rate – Apprentice  | \$ /hr           |
| Hourly Labour Rate – General Labourer  | \$ /hr           |
| Material Markup (Percentage)   | %                |
| Assessment Cost (to a maximum of \$250)  | \$               |
| <b>Baseboard Convection Heater Installation Costs (Labour and Materials)</b>   |                  |
| 500W Baseboard Convection Heater<br>Brand:<br>Model #'s:   | \$               |
| 1000W Baseboard Convection Heater<br>Brand:<br>Model #'s:  | \$               |
| 1500W Baseboard Convection Heater<br>Brand:<br>Model #'s:  | \$               |
| 2000W Baseboard Convection Heater<br>Brand:<br>Model #'s:  | \$               |
| <b>Wall Convection Heater Installation Costs (Labour and Materials)</b>  |                  |
| 500W Wall Convection Heater<br>Brand:<br>Model #'s:  | \$               |
| 1000W Wall Convection Heater<br>Brand:<br>Model #'s:   | \$               |

|   |   |
|---|---|
| 1500W Wall Convection Heater<br>Brand:<br>Model #'s:                          | \$  |
| 2000W Wall Convection Heater<br>Brand:<br>Model #'s:                          | \$  |
| <b>Capacity</b>   | <b>Qty</b>  |
| # of installs/month proponent is able to complete under this Service Category | Panel Upgrades: /month<br><br>Baseboard Convection Heaters: /month<br><br>Wall Convection Heaters: /month |

Proponents wishing to nominate additional associated products identified through previous experience, should list these items separately under Section D.4.6 Added Value for consideration by **the Sustainability Division**.

**Electrical Panel Criteria:**

200 amp panels shall be minimum 40 spaces with all necessary breakers for existing circuits and new circuits added during the provision of this program.

**Supplemental Heating Criteria:**

Baseboard and wall convection heaters must be 240/208 V hardwired units, thermostatically controlled (digital), and have built in overheating protection.

**Service Category 2 – Hot Water Heater Installation**

**Schedule C.2.1 Service Category 2 Price Table (Hot Water Heater Installation)**

| <b>Work Description</b>   | <b>Unit Cost</b> |
|---|------------------|
| 40 gal Electric Hot Water Heater<br>Brand :<br>Model #'s:                     | \$               |
| 50 gal Electric Hot Water Heater<br>Brand:<br>Model #'s:                      | \$               |
| 60 gal Electric Hot Water Heater<br>Brand:<br>Model #'s:                      | \$               |
| Short Electric Hot Water Heater<br>Brand:<br>Model #'s:                       | \$               |
| Tall Electric Hot Water Heater<br>Brand:<br>Model #'s:                        | \$               |
| <b>Capacity</b>   | <b>Qty</b>       |
| # of installs/month proponent is able to complete under this Service Category |                  |

**Electric hot water heater criteria:**

For regular electric water heaters

- Dual heating elements
- Brass fittings
- Fiberglass insulated
- 40-60 gallons
- 10 year warranty (minimum) for parts and labour

For short/tall electric hot water heaters

- Dual heating elements
- Brass fittings
- Fiberglass insulated
- Side/top connections as appropriate
- 30-50 gallons short water heater for limited height spaces
- 30-50 gallons tall water heater for narrow spaces
- 10 year warranty (minimum) for parts and labour



**Service Category 3 – Oil Tank / Equipment Removal**

**Schedule C.3.1 Service Category 3 Price Table (Oil Tank / Equipment Removal)**

| <b>Work Description</b>  | <b>Unit Cost</b> |
|--|------------------|
| Disconnect tank and equipment but leave in place                 | \$               |
| Draining and Disposal of Oil (per litre)                         | \$ /L            |
| Removal of empty Oil Tank  | \$               |
| Removal of empty Oil Tank and Equipment                          | \$               |
| <b>Capacity</b>  | <b>Qty</b>       |
| # of jobs/month proponent is able to complete under this program |                  |

**C.2 Other Expenses**

During site visits, the course of installation, etc. there may be factors outside the scope of this contract that may require additional expenses to complete the project. These must be identified as soon as possible in the process as these types of expenses will require **approval**.

**In very rare circumstances, a contractor may encounter homes where the equipment proposed within this RFP is not the most efficient or suitable for the home (for example a central air source heat pump utilizing existing ductwork may be more heating and cost effective in a select few homes). In these cases, the contractor should note this on the home assessment form and submit to the Sustainability Division outlining the work (including the reasoning) as well as a quote to complete the proposed work. This assessment will need to be approved by the Sustainability Division. Instances of non-standard work are anticipated to be very rare.**

## APPENDIX D – RFP PARTICULARS

### D.1 The Deliverables

This RFP is being issued in order to select Service Organizations to deliver direct install service throughout the Province of Prince Edward Island.

The **Sustainability Division's** Net Zero Free Programs provide free, direct install services for Islanders at their primary residence, subject to the conditions of the program.

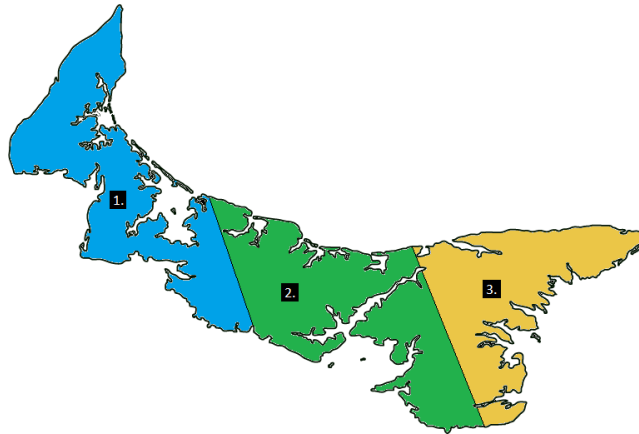
The **Sustainability Division** is endeavoring to achieve:

- accessibility of these services for Prince Edward Islanders

Proponents are to provide details on how their Organization proposes to deliver the service categories they select, as further outlined in this RFP document. Proponents are encouraged to consider and provide details on innovative and new approaches for service delivery to ensure service targets are met.

#### **D.1.1 Regions of Work**

The intent of this RFP is to select Service Organizations to provide service coverage for each region indicated in the following map. **In their submission, proponents must indicate whether they have any preferences for specific region(s), otherwise it will be assumed the proponent is willing to service all regions of the province.**



#### **D.1.2 Program Overview**

The Program seeks to assist Islanders in switching their homes from oil-based heating to more energy efficient means by providing free installation of energy efficient space and water heating, eligibility is determined based on the conditions of the program. Eligibility requirements for these pieces of equipment are listed in the Pricing Tables.

Within the program, clients would be connected with a contractor who would be responsible for carrying out the required work within the timelines identified within Section D.1.4. This includes all levels of work such as initial contact, initial inspection/assessment of the site, and installation (or removal) of equipment.

#### Program Initiation/Process

In order to trigger the process, an individual must first submit an application through a **Net Zero Caseworker** at Access PEI or online via the Government of Prince Edward Island website. Through the application process, the applicant submits required documentation that is reviewed to ensure applicable eligibility requirements are met.

Once an applicant has been deemed eligible for the program, a successful proponent (contractor) will be contacted. Upon being provided the details of the client, it is the responsibility of the contractor to reach out to the client and schedule the work. “The work” includes the initial assessment, recommendation and quote for Government approval and then successful completion of approved work. From the time the contractor receives a work order, the installation (or removal) of equipment should be completed within the timelines identified within Section D.1.4, to be finalized upon the initiation of the program.

Upon the completion of work under the program, the contractor will be required to remit back to government for the amount agreed upon within the agreement, based on the work completed.

#### D.1.3 Program Outcomes

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

- To access and assist Islanders;
- To provide significant and ongoing energy savings for Islanders;
- To overcome the following barriers:
  - Lack of information – Direct consumer engagement can help identify and implement energy efficient opportunities and help educate the participant as this process happens.
  - Insufficient Capital – Free services such as the PEI Net Zero Free Programs help offset the cost of implementing energy efficient technologies for eligible participants.
- To increase sustainability awareness while growing and connecting the energy efficiency industry within the community of Prince Edward Island.

#### D.1.4 Service Categories

The Sustainability Division is seeking to onboard proponents for the delivery of services to Islanders to improve the energy efficiency of the home and move off fossil fuels. The following general requirements must be met by all successful proponents of all Service Categories listed below. The successful proponent must:

- Perform all site visits and work to standards established by **the Sustainability Division**;

- Maintain and deploy sufficient stock of retrofit upgrade equipment and material for site visits;
- The successful proponent must maintain all participant records from a central location and provide to **the Sustainability Division** upon request;
- Follow brand guidelines for all PEI Net Zero Free Programs promotional materials (i.e. in relation to the use of the **Sustainability Division** name, brand, and logo). These guidelines include, but are not limited to:
  - Successful proponents must obtain **the Sustainability Division's** permission and approval of content before providing registrants with any additional materials, including their own business / organization promotional materials.
  - Successful proponents must obtain **the Sustainability Division's** approval of the copy and design of any of its public electronic media, reports or corporate publications that describe or promote the PEI Net Zero Free services;
- Provide professional, courteous, and on-going customer service in accordance with **the Sustainability Division's** Customer Service Standards (minimum Customer Service Standards can be found in Appendix F);
- Work with **the Sustainability Division** to implement any service changes that are necessary to ensure successful service delivery and favourable independent evaluations. **The Sustainability Division's** third-party evaluator provides **the Sustainability Division** with an annual evaluation report with related recommended changes and required changes;

Transfer all documents containing private or personal information to **the Sustainability Division** using an electronic format determined by **the Sustainability Division**. The method of transferring personal information may be updated at any time by **the Sustainability Division** at its sole discretion.

### **Service Category 1 – Heat Pump Installation, Electrical Panel Upgrades, Supplemental Heating Equipment Installation**

This category encompasses the assessment of homes for energy efficient upgrades as well as the installation of heat pumps, upgrades to the electrical service/panel in the home, and the installation of supplemental heat.

- In order to be selected for the delivery of this service category, a proponent must staff or subcontract a certified electrical contractor licensed in the Province of Prince Edward Island.
- As part of this service category, proponents will be expected to assess the home to recommend upgrades that would switch the home from oil fired heating equipment to electric/heat pump sources (heat pump, supplemental heat, electric hot water heater, electrical panel upgrade, oil tank/equipment removal). This assessment will be conducted as per the Home Assessment Form (Sample form attached as Appendix E).
- The home assessment must be conducted by the certified electrical staff in conjunction with or reviewed by the certified HVAC professional(s) to best provide recommendations and heat load calculation alongside a quoted price for the work in the home.
- Upon completion of this assessment, calculations, and quotes are to be submitted to the Sustainability Division for review.

- Once the proponent has submitted the required information, the Sustainability Division will render a decision regarding the type of upgrades/work to take place in the home.
- The Sustainability Division reserves the right to reject any quote on the basis of pricing and availability of funds should it exceed allocated amounts.
- Schedule approved work with client (and electric utility, where applicable, i.e. electrical service upgrade in order to upgrade electrical panel) and complete the work.
- Remit back to government as per the invoicing requirements within this RFP.
- **All work carried out under this program must comply with any and all applicable regulatory requirements, including any building code, electrical code, safety code, municipal bylaw or provincial or federal regulation or statute.**
- **Proponents must be a member of the Network of Excellence (NOE). All subcontractors are expected to provide service at the same level as Service Organizations themselves, and the Service Organization will be responsible for any work carried out by subcontractors they employ. Information on how to join the NOE can be found on the provincial government website: <https://www.princeedwardisland.ca/en/information/environment-energy-and-climate-action/network-of-excellence-energy-efficiency>.**

#### **Service Delivery Requirements:**

Following are the expectations of the successful proponents (“Service Organization(s)”) as it relates to this service. It is essential that partners provide a high-quality service to all clients and to **the Sustainability Division**. Service Organizations will be required to perform the following as it relates to delivering the service:

#### **The Service Organization shall:**

1. Receive client work orders from **Net Zero Caseworker** in the form of an email from designated **Service PEI** administration staff.
2. Make contact to schedule assessment by certified electrical contractor with client once work order is received from **Service PEI**. **This contact is to be made within 10 business days of receiving the work order.**
3. Ensure certified electrical contractor completes home assessment as per the Home Assessment Form (Sample form attached as Appendix E) in consultation with the client. **The home assessment should be completed within 1 month of receiving a work order.**
4. Ensure certified electrical contractor works with certified HVAC professional to make recommendations for home upgrades, calculate the heat load, and make a quote for the work to be completed in the home.
5. Submit the assessment/recommendations, heat load calculation, and quote to the Sustainability Division. They will be reviewed and a decision rendered regarding the upgrades to take place in the home.
6. Based on the decision from the Sustainability Division, schedule the approved work with the client. The work in this case could include a heat pump installation and/or an electrical

panel upgrade and/or supplemental heat installation. **If an electrical panel upgrade is approved for the home, the contractor must contact the electric utility within 5 days of receiving approval from the Sustainability Division to schedule the service upgrade.**

7. Install/complete work that was approved by the Sustainability Division, eligible equipment listed in Schedule C.1.1 Service Category 1 Price Table (Heat Pump Installation) and Schedule C.1.2 Service Category 1 Price Table Continued (Electrical Panel Upgrades / Supplemental Heating Equipment Installation). **Installation should be completed within four weeks of receiving quote approval and/or utility electrical entrance upgrade, whichever occurs later.**
8. Communicate the energy efficiency imperative, behavior modification and other no-cost or low-cost options as well as other **Sustainability Division** program opportunities with the customer.
9. Submit monthly submissions of invoices (at a minimum) to the Sustainability Division. This must provide the number of clients, dates of installs, and the models that were installed. Invoicing can be submitted per job or combined into a single invoice.

Coordinate with **the Sustainability Division** for the electronic transfer of all files including files containing private/personal information. **The Sustainability Division** may at any time update the method of transferring personal information at its sole discretion.

### **Service Category 2 – Electric Hot Water Heater Installation**

This category encompasses the installation of eligible electric hot water heater equipment.

- Proponents under this service category will be expected to carry out the scheduling and installation of eligible hot water heater equipment in consultation with the client.
- **All work carried out under this program must comply with any and all applicable regulatory requirements, including any building code, plumbing code, electrical code, safety code, municipal bylaw or provincial or federal regulation or statute.**
- **Proponents must be a member of the Network of Excellence (NOE). All subcontractors are expected to provide service at the same level as Service Organizations themselves, and the Service Organization will be responsible for any work carried out by subcontractors they employ. Information on how to join the NOE can be found on the provincial government website: <https://www.princeedwardisland.ca/en/information/environment-energy-and-climate-action/network-of-excellence-energy-efficiency>.**

#### **Service Delivery Requirements:**

Following are the expectations of the successful proponents (“Service Organization(s)”) as it relates to the **Electric Hot Water Heater** service. It is essential that partners provide a high-quality service to all clients and to **the Sustainability Division**). Service Organizations will be required to perform the following as it relates to delivering the **Electric Hot Water Heater** service:

#### **The Service Organization shall:**

1. Receive notification of Hot Water Heater work order from **Net Zero Caseworker** in the form of an email from designated **Service PEI** administration staff.
2. Make contact to schedule site visits with client once work order is received from **Service PEI**. **This contact is to be made within 10 days of receiving the work order.**
3. Install the electric hot water heater, eligible equipment listed in Schedule C.2.1 Service Category 2 Price Table (Hot Water Heater Installation). **Installation should be completed within 16 weeks of receiving a work order.**
4. Communicate the energy efficiency imperative, behavior modification and other no-cost or low-cost options as well as other **Sustainability Division** program opportunities with the customer.
5. Submit monthly submissions of invoicing (at a minimum) to the Sustainability Division. This must be done on a monthly basis, provide the number of clients, dates of the installs, and the models that were installed.
6. Coordinate with **the Sustainability Division** for the electronic transfer of any and all files including files containing private/personal information. **The Sustainability Division** may at any time update the method of transferring personal information at its sole discretion.

### **Service Category 3 – Oil Tank / Equipment Removal**

This category encompasses the optional removal of a client’s oil tank and oil heating equipment once their home is suitably heated by electrical sources. This service does not include the removal of distribution systems such as baseboard radiators and ductwork. Ducting and return air source ductwork shall be sealed from basement to home interior.

- Proponents under this program will be expected to carry out the scheduling and removal of oil tanks and oil heating equipment upon receiving a work order from the Sustainability Division.
- To be a proponent of this program, a contractor must possess a home heat tank installer license.
- To be a proponent of this program, a contractor must carry pollution liability insurance.
- Work for this service category includes:
  - Ensuring all petroleum is removed from the home heat tank system;
  - Disconnecting all exposed piping or tubing from the home heat tank system; and
  - Removing the fill and vent pipes and removing the home heat tank system from its location – proponents are not expected to patch or fill holes.
- **All work carried out under this program must comply with any and all applicable regulatory requirements, including any building code, electrical code, safety code, municipal bylaw or provincial or federal regulation or statute.**
- **Proponents must be a member of the Network of Excellence (NOE). All subcontractors are expected to provide service at the same level as Service Organizations themselves, and the Service Organization will be responsible for any work carried out by subcontractors they employ. Information on how to join the NOE can be found on the provincial government website: <https://www.princeedwardisland.ca/en/information/environment-energy-and-climate-action/network-of-excellence-energy-efficiency>.**

### **Service Delivery Requirements:**

Following are the expectations of the successful proponents (“Service Organization(s)”) as it relates to the **Oil Tank / Equipment Removal** service. It is essential that partners provide a high-quality service to all clients and to **the Sustainability Division**). Service Organizations will be required to perform the following as it relates to delivering the **Oil Tank / Equipment Removal** service:

#### **The Service Organization shall:**

1. Receive notification of Oil Tank / Equipment Removal work order from **Net Zero Caseworker** in the form of an email from designated **Service PEI** administration staff.
2. Make contact to schedule site visits with client once work order is received from **Service PEI**. **This contact is to be made within 10 days of receiving the work order.**
3. Remove the Oil Tank / Equipment (pricing as per Schedule C.3.1 Service Category 3 Price Table (Oil Tank / Equipment Removal). **Removal should be completed within 16 weeks of receiving a work order.**
4. Communicate the energy efficiency imperative, behavior modification and other no-cost or low-cost options as well as other **Sustainability Division** program opportunities with the customer.
5. Submit monthly submissions of invoicing (at a minimum) to the Sustainability Division. This must provide the number of clients, dates of the removals, and the equipment that was removed.
6. Coordinate with **the Sustainability Division** for the electronic transfer of any and all files including files containing private/personal information. **The Sustainability Division** may at any time update the method of transferring personal information at its sole discretion.

#### **D.1.5 Enabling Work**

Some clients may require additional work before they can install efficiency upgrades. In some cases, the costs for these activities will be covered by program funding. For example, this may include moving items or appliances that are directly impeding the Contractor’s ability to perform the work/installation.

#### **D.1.6 Quality Assurance Requirements**

All Service Organizations will be required to adhere to any Quality Assurance (QA) protocols **the Sustainability Division** establishes within the service as applicable. Each organization must provide their own QA protocols that ensure that sufficient standards are being met. These include, but are not limited to the following:

##### **Scheduling and Timelines**



It is expected that the Service Organization will contact participants to schedule assessment appointments within 10 business days of receipt of the work order from **Service PEI**. On top of this initial contact/scheduling period, successful proponents are expected to conduct the assessment as well as provide the recommendation and quote for approval for Government review within one month. All work should be completed within one month of quote approval or one month from electrical upgrade completion, whichever occurs later. During this period the Service Organization is expected to make attempted telephone contact on at least **3** separate occasions, in addition to email contact before reporting nil contact success to **Service PEI** for follow-up.

Work orders will be issued on a performance basis, based on the performance of proponents in delivering the service categories outlined within this RFP. Initial allocation will be based upon submitted capacities. New work orders will be issued upon the completion and invoicing of previously issued work orders. This distribution method of work orders will be reviewed on a monthly basis and adjusted as needed to address changes in proponent(s) capacity. **If a proponent is found to not be meeting service standards/timelines as set out within the relevant service category, their work will be reassigned to other proponents in the program.** Successful proponents are responsible for developing a file log and processing mechanism to administer and implement service delivery.

Exceptions to the timetable will be accepted in cases of health constraints, delays due to electric utility, or client request for a reasonable delay.

In the event of any response identifying a health concern, the Service Organization must inform the client that an appointment cannot be scheduled at this time and will reconfirm with the client no later than 14 days from the date of the initial call. This situation is to be logged and reported to **the Sustainability Division/Service PEI**.

#### Invoicing

Invoicing for completed works are to be issued to **the Sustainability Division** for processing on a monthly basis (at a minimum).

An invoicing template for required information will be provided to each successful Service Organization. Invoice detail requirements could change with future program modifications, 30 day advanced notice will be given for required invoice changes.

Invoicing shall be submitted digitally. It may be submitted in bulk (multiples of single work-type on a single invoice), combining certain jobs on a single work order (EX. heat pump and supplemental heat on one invoice, panel upgrade on another for one client), or by job (EX. Invoicing after heat pump installation, invoicing after panel upgrade, and invoicing after supplemental heating installation).

Incomplete documentation of any single file in an invoice submission will result in the entire invoice being held back for processing, pending resolution of the deficiency.

#### Site Protocols

Aside from adherence to health guidelines and heat pump service implementation, all installer crew / team members involved in onsite delivery of the PEI Net Zero Free services are responsible for clean-up and removal of all garbage associated with retrofit upgrade installation.

**The Sustainability Division** will reserve the right to alter any deployment policy (with 30 days notice) in consultation with Service Organization as needed.

In addition, Customer Service Standards referenced in Appendix F will also apply.

Furthermore;

1. **The Sustainability Division** may perform QA audits on files submitted by the Service Provider. In general, QA audits are expected to be performed on 10% of all files submitted, at the sole discretion of **the Sustainability Division**. Files will be randomly selected for QA audits, but extra, or targeted files may be selected if **the Sustainability Division** wishes.

Successful proponent(s) must:

- a. Coordinate with **the Sustainability Division** for the electronic transfer of any and all files containing private/personal information. **The Sustainability Division** may at any time update the method of transferring personal information at its sole discretion.
- b. Deficiencies identified by the QA audit will be brought to the attention of the Service Organization by **the Sustainability Division**. **The Sustainability Division** and the Service Organization will decide on the required actions needed to remedy the deficiencies and the length of time needed by the Service Organization to complete these actions. **The Sustainability Division** will follow up with the Service Organization to ensure the actions are completed within the specified time. If actions are not completed **the Sustainability Division** reserves the right to discontinue invoice processing for said Service Organization until the actions have been completed.

If QA audits reveal recurring deficiencies following corrective actions taken by the Service Provider, **the Sustainability Division** reserves the right to take appropriate action until QA audits demonstrate that identified deficiencies are no longer occurring.

## **D.2 Material Disclosures**

### **D.2.1 General**

The contract is anticipated to commence April 1, 2024.

Proponents will agree to house and deploy eligible equipment as outlined within this RFP. A successful proponent should be willing to conduct an inhouse inventory review, in consultation with **the Sustainability Division** to ensure that supply meets the capacity that a proponent has outlined in response to this RFP. This is done to ensure that timelines that have been committed to and service standards can be met.

### **D.2.2 QA Management**

A Service Organization must demonstrate their own QA protocols for the purpose of this program. It is important to ensure that a proponent has measures in place to deal with and ensure standards are met and kept.

### **D.2.3 Compensation**

Compensation will be based on the pricing tables provided by the successful proponent(s). Within the PEI Net Zero Free Programs, **the Sustainability Division** will provide compensation for the full extent of the work completed as per the service categories they are contracted to. In the case that unforeseen circumstances are encountered during a project, a proponent is to immediately suspend operations and contact **the Sustainability Division** to discuss a plan for moving forward with the project.

As part of QA measures, **the Sustainability Division** will at its discretion, reserve the right to hold back processing of any invoice in its entirety, where one or more referenced file submissions are deemed to be deficient in performance of the stated deliverables, as outlined in D.2 Deliverables.

Furthermore, any secondary return visits are to be at proponent cost.

## **D.3 Mandatory Technical Requirements**

### **D.3.1 Credentials and Expertise**

Proponents must have a demonstrated experience within the relevant service categories. The successful Service Organization(s) must also be a member in good standing with the Network of Excellence (NOE) in order to be considered for this program. Proponents must have access to the appropriate certified tradespeople to complete the required HVAC and electrical works. Successful proponents must provide proof of certification.

### **D.3.2 General**

Proponents must confirm ability to source, stock and deploy eligible equipment that has been identified in the service categories they are applying for. In combination with Appendix C – Submission Pricing Forms these components should be used to identify a proponent's unitary equipment / installation costs, as well as Labour costs. These figures should indicate pricing to show equipment cost, service (installation) cost, and labour costs.

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

- Ensure that all installer crew/team members are employed by or under contract with the proponent. If performance issues with an installer crew/team member arise, the proponent will be accountable for the Installer and must apply corrective actions as needed;
- Have and maintain commercial general liability insurance, not less than \$5 million per occurrence, where proof of such insurance must be submitted prior to execution of agreement

with successful proponent, and any subcontracted crews/companies must meet the same insurance requirements;

- Have and maintain automobile liability insurance, for owned and non-owned vehicles, not less than \$2 million per occurrence, where proof of such insurance must be submitted prior to execution of agreement with successful proponent, and any subcontracted crews/companies must meet the same insurance requirements;
- Contractors performing the duties of Service Category 3 (Oil Tank / Equipment Removal) must possess pollution liability insurance, not less than \$2 million per occurrence, where proof of such insurance must be submitted prior to execution of agreement with successful proponent, and any subcontracted crews/companies must meet the same insurance requirements;
- Have and maintain Prince Edward Island Worker's Compensation Board (WCB) coverage, where proof of such insurance must be submitted prior to execution of agreement with successful proponent, and any subcontracted crews/companies must meet the same insurance/coverage

## D.4 Rated Criteria

The following is an overview of the categories and weighting for the rated criteria of the RFP. Pricing for each Service Category a proponent applies for will be graded separately and has the potential maximum of 50 points. These points are then added to the points received for their response to Sections D.4.1 – D.4.6 to arrive at the total score for the Service Category applied for. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process. The following criteria should be discussed adequately within the written proposal submitted as part of this RFP. In order to be successful, **in their Technical Submission Proponents must state which service categories (Section D.1.4) they are interested in as well as respond to each rated criteria category as listed below.**

| <b>Rated Criteria Category</b>                          | <b>Weighting (Points)</b>   | <b>Minimum Threshold</b>   |
|---|---|--|
| D.4.1 Quality Assurance (QA)                            | <b>13 points</b>  | <b>8 points</b>  |
| D.4.2 Customer Service                                  | <b>10 points</b>  | <b>7 points</b>  |
| D.4.3 Scheduling  | <b>10 points</b>  | <b>7 points</b>  |
| D.4.4 Capacity  | <b>15 points</b>  | <b>8 points</b>  |
| D.4.5 Gender, Diversity, and Inclusion                  | <b>2 points</b>   | <b>0 points</b>  |
| D.4.6 Added Value                                       | <b>2 points</b>   | <b>0 points</b>  |
| <b>Subtotal A</b>                                       | <b>50 points</b>  | <b>30 points</b>   |
| D.4.7 Pricing – (Appendix C – Submission Pricing Forms) | <b>Applying for One Service Category – 50 points</b><br><br><b>Applying for Two Service Categories – 100 points</b><br><br><b>Applying for Three Service Categories – 150 points</b>  | <b>Applying for One Service Category – 40 points</b><br><br><b>Applying for Two Service Categories – 80 points</b><br><br><b>Applying for Three Service Categories – 120 points</b>  |
| <b>Total Points</b>                                     | <b>Applying for One Service Category – 100 points</b><br><br><b>Applying for Two Service Categories – 150 points</b><br><br><b>Applying for Three Service Categories – 200 points</b> | <b>Applying for One Service Category – 70 points</b><br><br><b>Applying for Two Service Categories – 110 points</b><br><br><b>Applying for Three Service Categories – 150 points</b> |

### D.4.1 Quality Assurance

Outline how you will ensure quality assurance is met. Provide the plan/process that your company follows to provide QA and ensure that clients are receiving quality work and follow-up (if needed).

#### **D.4.2 Customer Service**

Describe any standards that your company strives to meet in terms of client satisfaction. Discuss what practices are followed in order to ensure that these standards are met and how they are ensured. Provide background on the warranties offered by your company as they relate to the service categories within this RFP.

#### **D.4.3 Scheduling**

Discuss the scheduling plan for your company and outline how your company would be able to schedule clients that are members of this program on top of your existing scheduling/clients. This must include how you will ensure heat pumps are installed in a timely manner. **You must also answer if you are able to commit to the service standards outlined within this RFP, and timelines set out within the relevant service categories you are applying for.**

**Do you plan on subcontracting if chosen as a successful proponent? Provide relevant information for those you wish to subcontract to – name, contact information, resume, and qualifications.**

#### **D.4.4 Capacity**

Discuss the capacity that your company has to meet the needs of the program and how many heat pumps you could install as a proponent on a monthly basis. **In this section you must indicate any preferences you may have regarding regions of the province (Prince County, Queens County, Kings County).** This section should also discuss relevant items such as staffing, ability to house/ensure a sufficient supply of eligible equipment is readily available, and ability to complete the work in a timely manner.

#### **D.4.5 Gender, Diversity, and Inclusion**

Proponents to describe their policies surrounding Gender, Diversity, and Inclusion. Some examples would be hiring practices, employment accommodations, internal training, etc.

Outline how these policies have been implemented in past projects.

#### **D.4.6 Added Value**

‘Added value’ is the realization of additional benefits beyond the inherent worth of a good or service. Some examples include implementation of soft-start technology, gender, diversity, and inclusion approaches, expertise, resources, management, tools and/or methodologies, etc., or a combination of these.

Describe the aspect(s) of your proposal you believe will result in notable added value for this project and/or Government as a whole.

**D.4.7 Pricing**

Provide pricing for each item within each service category that you are applying for. **A scoring penalty will be incurred for each component for which pricing is not supplied.** Pricing can be submitted using the provided price tables within the RFP document (**Service Category 1 Heat Pump Installation, Electrical Panel Upgrades, Installation of Supplemental Heat – Schedule C.1.1 and Schedule C.1.2, Service Category 2 Electric Hot Water Heater Installation – Schedule C.2.1, Service Category 3 Oil Tank / Equipment Removal – Schedule C.3.1**).

# APPENDIX E – SAMPLE OHPA ONSITE HOME ASSESSMENT WORKSHEET

\*This document WILL change prior to program initiation

## OHPA Onsite Home Assessment Worksheet

GovPEI Client Case Number \_\_\_\_\_ Date of Assessment: \_\_\_\_\_

Homeowner Name \_\_\_\_\_

Address \_\_\_\_\_

Assessor Company Name: \_\_\_\_\_

Name of Electrical Tradesperson Completing Assessment: \_\_\_\_\_

**Type of Home:**     Single/Detached     Townhouse/Condo     Mobile Home     Duplex/Semi-detached     Other

Approximate age of home: \_\_\_\_\_ years

| Current In-Home Space & Water Heating Equipment         | # of in Home | Heat Source(s)  | Location(s) of Installed Equipment |
|---|--------------|---|------------------------------------|
| <input type="checkbox"/> Forced Air Furnace             |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Heat Pump (Ducted or Ductless) |              | <input type="checkbox"/> Electric, <input type="checkbox"/> Geothermal  |                                    |
| <input type="checkbox"/> Hot Water Boiler Furnace       |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Fireplace/Stove                |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood/Pellet   |                                    |
| <input type="checkbox"/> In-floor Radiant Heat          |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Baseboard Heaters              |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Rad Heaters                    |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Tank Hot Water Heater          |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Solar                                      |                                    |
| <input type="checkbox"/> Tankless Hot Water Heater      |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Hybrid Hot Water Heater        |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |
| <input type="checkbox"/> Other:                         |              | <input type="checkbox"/> Oil, <input type="checkbox"/> Electric, <input type="checkbox"/> Propane, <input type="checkbox"/> Wood, <input type="checkbox"/> Geothermal, <input type="checkbox"/> Solar |                                    |

As part of this program, does client want their oil tank and oil equipment removed?    Oil Tank     Yes     No    Equipment     Yes     No

Oil Tank Registration # \_\_\_\_\_ Oil Tank Expiry Date: \_\_\_\_\_

 (attach photo of oil tank and a photo of the tag close-up)





### OHPA Home Assessment – Recommendation

Property Address: \_\_\_\_\_ GovPEI Client Case Number: \_\_\_\_\_ Quote Date: \_\_\_\_\_ Quote #: \_\_\_\_\_

Service Organizations **MUST** complete recommendations for every section of this home assessment. Quotes are only required by the Service Organization for each Service Category they are required to complete as per their contract.

|  |                       |  |                                   |
|--|-----------------------|--|-----------------------------------|
| <b>Final Heat Load Calculation Result:</b>   | _____                 |  |                                   |
| <b>Electrical Upgrade</b>  | <b>Specifications</b> |  | <b>Quote to Complete the Work</b> |
| If you were to install all your recommendations, how much additional load is required? _____   |                       |  |                                   |
| Is the current electrical panel capable of serving any of your recommendations? <input type="checkbox"/> No <input type="checkbox"/> Yes |                       |  |                                   |
| Does the electrical panel require re-location? <input type="checkbox"/> No <input type="checkbox"/> Yes                                  |                       |  |                                   |
| <input type="checkbox"/> 200-amp Panel Upgrade   |                       |  |                                   |
| <input type="checkbox"/> Code Upgrade Requirements   |                       |  |                                   |
| <input type="checkbox"/> Panel location move - rewiring  |                       |  |                                   |
| <input type="checkbox"/> Other:  |                       |  |                                   |
| <input type="checkbox"/> Enabling Work:  |                       |  |                                   |
| <b>Additional Electrical Upgrade Notes (if necessary):</b>   |                       |  |                                   |
| <b>Heating Equipment</b>   | <b># Required</b>     | <b>Specifications (size, make, model, load? Etc)</b> | <b>Location(s) of Install</b>     |
| <input type="checkbox"/> Mini-split HP   |                       |  |                                   |
| <input type="checkbox"/> Multi-Head HP # of Heads? ____  |                       |  |                                   |
| <input type="checkbox"/> Supplemental Heaters  |                       |  |                                   |
| <input type="checkbox"/> Other:  |                       |  |                                   |
|  |                       |  | <b>Quote to Complete the Work</b> |

Enabling Work: \_\_\_\_\_

Additional Heating Equipment Notes (if necessary): \_\_\_\_\_

| Hot Water Heating Equipment   | Specifications (if your org is unable to complete this type of work, enter what the client needs, # required, location of install and "TBO" below. (TBO = To Be Outsourced)) | Location of Install | Quote to Complete the Work |
|---|--|---------------------|----------------------------|
| <input type="checkbox"/> Electric Hot Water Heater<br>Size: <input type="checkbox"/> 40gal <input type="checkbox"/> 50gal <input type="checkbox"/> 60gal<br><input type="checkbox"/> Other: _____ |  |                     |                            |
| Additional Water Heating Equipment Notes (if necessary): _____  |  |                     |                            |
| <b>Oil Tank &amp; Oil Equipment</b>   | Specifications (if your org is unable to complete this type of work, enter what the client needs, # required and "TBO" below. (TBO = To Be Outsourced))                      | Location of Install | Quote to Complete the Work |
| <input type="checkbox"/> Leave Oil Tank and Equipment   |  |                     |                            |
| <input type="checkbox"/> Oil Tank Removal   |  |                     |                            |
| <input type="checkbox"/> Oil Equipment to Remove (list in specifications)   |  |                     |                            |
| <input type="checkbox"/> Enabling Work:   |  |                     |                            |
| Additional Oil Tank and Equipment Removal Notes (if necessary): _____   |  |                     |                            |

I certify that the above information was generated by a Certified Electrical Contractor.

Contractor Company: \_\_\_\_\_ Certified Electrician: \_\_\_\_\_

Assessor Name (printed): \_\_\_\_\_ Date Assessment Completed: \_\_\_\_\_

\* All assessments/recommendations are not approved until reviewed and approved by the Government of PEI. For an assessment/recommendation to be reviewed by the Government of PEI, the contractor must submit quoted pricing to complete the work. The Service Organization may submit a detailed quote on company letterhead, but quote values must match those on this recommendation document.

## APPENDIX F – SUSTAINABILITY DIVISION CUSTOMER SERVICE STANDARDS

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

### 1. COMMUNICATION & AVAILABILITY

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

### 2. ON-SITE VISITS

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

customer of timely arrival and provide the Partner telephone number for the Customer to re-schedule the appointment.

2.3. Completion time

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

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

**3. PROBLEM RESOLUTION**

3.1. Customer complaint procedure

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

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

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

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

3.2. Escalation procedure - Partners shall escalate unusual Customer issues that arise through daily activities. These issues may include, but are not limited to, references to: media, the Better Business Bureau, political intervention; and shall be brought to the attention of the appropriate Proponent’s staff for further action.

**4. SERVICES FOR CUSTOMERS WITH DISABILITIES**

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

**5. GENDER, DIVERSITY AND INCLUSION (GDI) TRAINING**

5.1. Partners will ensure that any employee or subcontractor involved with Customer communication, site visits, etc. have received GDI training as specified by Purchaser.

## **6. CUSTOMER PRIVACY**

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

## **7. VERIFICATION OF COMPLIANCE/QUALITY ASSURANCE**

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

## **8. OVERALL QUALITY OF SERVICE**

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