



**REQUEST FOR PROPOSALS FOR  
INTERNET for NOVA SCOTIA INITIATIVE  
For Develop Nova Scotia  
on behalf of  
the Nova Scotia Internet Funding Trust  
Connections Commencing in 2019**

Request for Proposal Number: **DNS-1920-0001**

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## DEFINITIONS AND ABBREVIATIONS

Term	Definition / Abbreviation
Agreement(s)	The Contribution Agreement between the Successful Proponent and NSIFT and/or the Service Delivery Agreement between the Successful Proponent and Develop NS.
Conflict of Interest	Has the meaning ascribed in section 3.5
Contracted ISP	As defined in the RFSQ process (DNSINS0119)
Contribution Agreement	The Agreement between the Successful Proponent and NSIFT under which the Proponent agrees to build and operate certain high-speed Internet infrastructure and NSIFT agrees to make a funding contribution to cover a portion of the Contribution Eligible Project Costs
Contribution Eligible Project Costs	Has the meaning ascribed in section D.2.14
CRTC	Canadian Radio-television and Telecommunications Commission
Deliverables	The RFP proposal requirements as set out in APPENDIX D – RFP PARTICULARS, of this RFP
Develop NS	Develop Nova Scotia
Eligible Geographic Area	Has the meaning ascribed in section D.2.1(b)
GAAP	Generally Accepted Accounting Principles
GIS	Global Information System
Hexagon/Hex	A hexagon shaped map segment area of 25 square kilometres.
Housing Unit	A structure or part of a structure that is used for a home, a business or a public institution. For example, an apartment building or a business structure may contain one or more Housing Units, the count being based on the number of individual homes or businesses in the apartment building or business structure.
INSI	Internet for Nova Scotia Initiative
INSI Contribution	The contribution to the Project paid to the Proponent by the NSIFT pursuant to a Contribution Agreement
IRR	Internal rate of return
ISP	Internet service provider
IXC	Inter exchange carrier
IXP	Internet exchange point
Jitter	Variation in Latency
Last Mile	The final leg of a telecommunications network that delivers telecommunication services (e.g. Internet access) to end-users. It connects the

	middle mile (normally from a PoP location) to the end-users.
Latency	Delay in communications due to processing and transmission media between any two end-devices.
Middle Mile	The segment of a telecommunications network that links the core to local last mile facilities and includes middle mile access locations commonly referred to as PoPs.
MPR	Monthly Project Review
Non-ISP Proponent	A pre-qualified Proponent who has submitted a Proposal but is not an ISP.
NPV	Net Present Value
NSIFT	Nova Scotia Internet Funding Trust
Open Access	Has the meaning ascribed in section D.2.11
Other Project Costs	Has the meaning ascribed in section D.2.14
PoP	Point of Presence
Project	An accepted proposal for the provision of high-speed Internet Infrastructure and Access Services to Underserved communities throughout Nova Scotia
Project Cost and INSI Contribution Request	Has the meaning ascribed in APPENDIX C
Project Manager	Develop NS's INSI Project Manager or the Successful Proponent's Project Manager
Project Revenues	Has the meaning ascribed in section D.2.14
Proponent	A pre-qualified (as defined in the RFSQ process DNSINSO119) corporation(s) or municipality who has submitted a Proposal.
Proponent Contribution	Contribution Eligible Project Costs less the INSI Contribution (and therefore may include other funding sources).
Province	The Province of Nova Scotia or the Government of Nova Scotia
RFP	This Request for Proposals
Service Delivery Agreement or SDA	An Agreement entered into between the Successful Proponent and Develop NS.
Successful Proponent	Has the meaning ascribed in section 2.5.1
Technical Lead	Develop NS's INSI Technical Lead or the Successful Proponent's Technical Lead
Underserved	Collectively unserved and underserved areas; includes any community in Nova Scotia not currently receiving wired internet service of up to 50 megabits per second or wireless internet service at up to 25 megabits per second.
Zone	An area of Nova Scotia as defined by Develop NS

## **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

### **1.1 Invitation to Proponents**

This Request for Proposals (“RFP”) is an invitation by Develop Nova Scotia (“Develop NS”) on behalf of the Nova Scotia Internet Funding Trust (the “NSIFT”) to prospective respondents prequalified in solicitation DNSINS0119 (singularly “Proponent” and collectively “Proponents”) for the provision of high-speed Internet infrastructure and access services (the “Project”) to unserved and underserved (collectively the “Underserved”) communities throughout Nova Scotia as further described in this RFP.

#### **1.1.1 Background and Purpose**

In its “Budget 2018-19 Stronger Services and Supports - Government Business Plan” the Province of Nova Scotia stated that: “Access to high-speed Internet across the province is essential for communities to innovate and grow. Starting this year, the recently created Nova Scotia Rural Internet Funding Trust will help fund an expansion of Internet service levels and network bandwidth to thousands of under-served Nova Scotians. The provincial investment of an estimated \$193 million in 2017–18 will help leverage funding from the private sector, federal government, and municipalities looking to invest in their communities. ... This will mean more opportunities for small business owners and improved access to online services like telehealth and distance education.”

The Province of Nova Scotia (the “Province”) reached the conclusion that provincial investment was required based on studies prepared on its behalf by Brightstar Canada<sup>1</sup> that demonstrated a condition of market failure exists (costs exceed potential revenues) with respect to private sector funding to meet the high-speed Internet service needs of Nova Scotia’s Underserved citizens, businesses and public institutions (schools, medical facilities, community centres, libraries, food banks, fire departments, etc.).

Develop NS is the crown corporation responsible for leading sustainable development of high potential property and infrastructure across Nova Scotia – to drive inclusive economic growth in our province. As such, Develop NS has been charged by the Province and engaged by the NSIFT to plan, design and manage the implementation of the Internet for Nova Scotia Initiative (“INSI”). INSI’s goal is to ensure there is a modern high-speed Internet infrastructure in Nova Scotia that will provide access to high-speed Internet services to more than 95% of Nova Scotia Housing Units. This effort will be supported by at least two RFP processes. Given the scope and INSI timeline, expansion of the prospective respondents list may be considered for follow-on RFPs. This RFP is focused on accelerating connections in 2019 and the first half of 2020. Follow-on RFPs will focus on connections during the second half of 2020 and beyond. Establishing early and continuous connection momentum is a Develop NS and the NSIFT priority.

Where best value can be established through this RFP evaluation process, Develop NS and the NSIFT retain the sole and absolute discretion to consider and potentially approve Project plans that include the establishment of connection opportunities that extend into the second half of 2020 and beyond.

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<sup>1</sup> Brightstar Canada, “Nova Scotia Department of Business Middle Mile Strategy”, March 2018, and Brightstar Canada, “Nova Scotia Department of Business Last Mile Strategy”, May 2018.

## 1.2 RFP Contact

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

Todd Brayman  
Procurement Manager  
todd.brayman@developns.ca

Proponents and their representatives are **not** permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Develop NS, NSIFT or the Province, other than the RFP Contact or their designate, concerning this RFP, with the exception of the contacts identified in D.2.16. 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 Agreement for Deliverables

The selected Proponent(s) will be requested to enter into direct negotiations with Develop NS to finalize a Contribution Agreement with NSIFT for the provision of the Deliverables and a Service Delivery Agreement with Develop NS detailing Proponent service level and reporting commitments over the term of the SDA.

The terms and conditions found in the FORM OF AGREEMENT attached as APPENDIX A are to form the basis for commencing Contribution Agreement negotiations between Develop NS and the selected Proponent(s). The final Contribution Agreement will be substantially in the form presented in APPENDIX A – FORM OF AGREEMENT, subject to negotiation within the framework of this RFP. The final terms of the Contribution Agreement are subject to approval by NSIFT, who will be the party to the Contribution Agreement. Develop NS does not have the legal authority to bind the NSIFT and no action by Develop NS shall be construed to be binding on the NSIFT.

The SDA terms and conditions and the measurement and reporting specifics are to be negotiated. The initial term of the SDA will be for a period of ten (10) years from the date of the Final Acceptance Milestone approval.

## 1.4 RFP Timetable

Issue Date of RFP	<b>5/2/2019</b>
Pre-Qualified Proponents’ (only) Conference	<b>5/14/2019 - Details to be provided to Pre-Qualified Proponents</b>
Deadline for Questions	<b>6/11/2019</b>
Submission Deadline Date and Time	<b>6/28/2019 @ 2:00 PM ADT</b>
Rectification Period	<b>5 Days</b>
Anticipated Ranking of Proponents	<b>7/18/2019</b>
Contract Negotiation Period	<b>60 Days</b>

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

## **1.5 Submission of Proposals**

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

Proposals must be submitted at:

**Develop Nova Scotia – Procurement Manager**  
1751 Lower Water St 2nd Floor  
Halifax, Nova Scotia  
B3J 1S5

Ensure the external packaging is marked with the RFP number and Proponent's contact information.

### **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. Proposals submitted after the Submission Deadline will be rejected. Develop NS's time clock will be deemed to be correct.

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

A complete project proposal submission shall consist of the following:

1. A Letter of Transmittal (Maximum one (1) Page, signed by authority to bind the Proponent)
2. Executive Summary (Maximum of two (2) Pages)
3. Point-by-Point Response (as prescribed in Appendix H)
4. RFP Response Checklist (as prescribed in Appendix E)

**In a sealed package**, Proponents should submit their proposal containing one (1) original (annotated as such) and four (4) hard copies of their proposal and one (1) electronic copy saved as a Portable Document Format (PDF) with the Templates provided saved in their native format (no password protection) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the Proponent's name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this RFP document, Proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

Sealed packages should be prominently marked with:

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

Develop NS and the NSIFT will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

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

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the Proponent to the location set out above in section 1.5.1. Any amendment must clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendments received after the Submission Deadline will not be accepted. Amendment must be signed by the person who signed the original proposal Submission Form, or a person authorized to sign on his or her behalf.

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

At any time throughout the RFP process until the execution of a written Agreement for provision of the Deliverables, a Proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact as set out in section 1.2 and must be signed by an authorized representative of the Proponent. Develop NS is under no obligation to return withdrawn proposals.

[End of Part 1]



## **PART 2 – EVALUATION AND NEGOTIATION**

### **2.1 Stages of Evaluation and Negotiation**

The Evaluation Team will consist of representatives of Develop NS supported by subject matter experts as may be deemed necessary. It is understood and accepted by the Proponent that all decisions with respect to the degree to which a Proposal meets the requirements of this RFP are in the sole and absolute discretion of the Develop NS and NSIFT.

To assist in the evaluation of the responses, the Evaluation Team may, but is not required to:

- Consider any relevant information contained in the Proponents RFSQ (DNSINS0119) submission;
- Conduct reference checks relevant to the Proposals with any or all of the references cited in a response to verify any and all information regarding a Proponent, including proposed resources, and rely on and consider any relevant information from such cited references in the evaluation of responses;
- Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information necessary in the evaluation of the Proposals; and,
- Seek clarification regarding information provided in the Proposals.

Proposals will be examined in accordance with the evaluation process and criteria outlined in this section. Develop NS will conduct the evaluation of proposals and negotiations in the following four stages:

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Project Cost and INSI Contribution

Stage IV: Ranking and Contract Negotiations

### **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. If a proposal fails to satisfy all of the mandatory submission requirements, Develop NS will issue the Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. If the Proponent fails to satisfy the mandatory submission requirements within the Rectification Period specified in section 1.4, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that Develop NS issues a rectification notice to the Proponent.

**The mandatory submission requirements are as follows:**

#### **2.2.1 Completed APPENDIX B – SUBMISSION FORM**

Each proposal must include a completed APPENDIX B – SUBMISSION FORM and signed by an authorized representative of the Proponent. In addition, for Non-ISP Proponents, each proposal must also include a Submission Form (APPENDIX B) completed and signed by the Non-ISP Proponent's lead Contracted ISP.

## **2.2.2 Project Cost and INSI Contribution Submission (APPENDIX C)**

Each project proposal must include a completed APPENDIX C – PROJECT COST AND INSI CONTRIBUTION SUBMISSION, in the tabular form provided and the submission of completed Financial Templates (Microsoft Excel Spreadsheets, Template I – “Contribution Eligible Project Costs” and Template II - “Project Revenues and Other Project Costs”), completed according to the instructions contained therein.

## **2.2.3 Bid Security**

Each Proponent must submit with its proposal submission(s) a bid security in the amount of 10% of the Contribution Eligible Project Costs. The form of bid security shall be in the form of bonds, irrevocable standby letters of credit, money order or certified cheques in amounts and in the prescribed forms specified in APPENDIX F of this RFP.

If a Proponent is notified of the NSIFT’s intent to award an INSI contribution towards the project proposal and the Proponent fails to enter into the agreements, NSIFT may retain the bid security to an amount required to compensate for the extra costs incurred as a result of the Proponent’s failure to enter into agreements, up to the limit specified in this RFP.

The bid security of the unsuccessful proposals will be returned within thirty (30) days of award to the successful Proponent(s).

## **2.3 Stage II – Evaluation**

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

For the purpose of evaluations the term customer includes both wholesale and retail activities.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Technical Solution:	30 Points	18 Points
Business Plan (Relevant Sections) Network Design Requirements, Installation Requirements, Acceptance Test Requirements		
Solution Value:	25 Points	N/A
Business Plan (Relevant Sections) Project Management, Service Offerings and Pricing Requirements, Open Access, Community Benefits and Value Add		
Proponent Capability:	20 Points	N/A
Company Profile: Experience and Qualifications, References, Business Plan (Relevant Sections)		
Project Cost (See Stage III):	25 Points	N/A
Project Cost and INSI Contribution Request, Project Costs, Revenues, and INSI Contribution Requirements		
<b>Total Points</b>	<b>100 Points</b>	<b>70 Points</b>

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

**2.3.1 Mandatory Technical Requirements**

Develop NS will review the proposals to determine whether the mandatory technical requirements as set out in the table below have been met. Questions or queries on the part of Develop NS 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.

Section	Section Title	Weight/Value
D.2.2. e)	Company Profile: Experience and Qualifications	Pass/Fail

### **2.3.2 Rated Criteria**

Develop NS will evaluate each compliant proposal on the basis of the rated criteria as set out in APPENDIX D – RFP PARTICULARS. Project Proposals that do not substantially conform to the specifications defined in Section D.2.1 Scope of an Acceptable Project Proposal(s) may be excluded from further consideration. Any Proposal that fails to achieve 18 of the available 30 Points for Technical Solution or 70 Total Points will not be considered further.

### **2.4 Stage III – Project Cost and INSI Contribution Request**

Stage III will consist of a scoring of the submitted Project Cost and INSI Contribution Request of compliant proposals in accordance with the financial templates referenced in the Project Cost and INSI Contribution Request (APPENDIX C). The evaluation of Project Cost and INSI Contribution Request will be undertaken after the evaluation of mandatory submission requirements, mandatory technical requirements, and rated criteria has been completed, and only for those proposals that have met all minimum threshold scores. Develop NS will assess project viability and the INSI Contribution to the Contribution Eligible Project Costs based on the project NPV and IRR. Points will be awarded based on the requested INSI Contribution and the Proponent Contribution made per Housing Unit served, Contribution Eligible Project Costs comparison with consultant derived benchmarks and the Other Project Costs per Housing Unit.

### **2.5 Stage IV – Ranking and Contract Negotiations**

#### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each Proponent project proposal within an Eligible Geographic Area will be ranked based on its total score. With approval from the Develop NS Board and the NSIFT, the Proponent of the top-ranked Project proposal within an Eligible Geographic Area will receive a written invitation to enter direct negotiations to finalize a Contribution Agreement with the NSIFT and a Service Delivery Agreement with Develop NS. Upon finalization of the Agreements with the NSIFT and Develop NS the Proponent shall thereafter be known as the Successful Proponent (the “Successful Proponent”).

Parallel negotiations may be initiated with the Proponents of top-ranked project proposals in multiple separate Eligible Geographic Areas.

#### **2.5.2 Consecutive Negotiations Process**

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into an agreement(s) on the part of Develop NS and NSIFT or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a Contribution Agreement and a SDA. The terms and conditions found in APPENDIX A – FORM OF AGREEMENT are to form the basis for commencing negotiations between Develop NS and the selected Proponent. Negotiations may include requests by Develop NS for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Develop NS and the NSIFT for improved pricing, performance terms, and changes to project scope from the Proponent. The selected Proponent will be required to present any requested changes to the

Agreements upon commencement of the Consecutive Negotiations Process as well as submit the required Agreement Security no later than ten (10) days after execution of a Contribution Agreement.

### **2.5.3 Time Period for Negotiations**

Develop NS and the NSIFT intend to conclude negotiations and finalize Agreements with the top-ranked Proponent(s) during the Contract Negotiation Period, commencing from the date Develop NS and the NSIFT invite the top-ranked Proponent(s) to enter negotiations. A Proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously. Requested changes are to be identified during the Consecutive Negotiations Process (section 2.5.2.), Develop NS is not obligated to entertain further changes following the conclusion of this phase or at any time.

Develop NS and NSIFT may, at their sole discretion, extend the Contract Negotiation Period as to ensure best value is achieved for the NSIFT spend.

### **2.5.4 Failure to Enter into Agreement**

If, in their sole discretion, Develop NS and the NSIFT conclude at any time during the Contract Negotiation Period that further negotiations will not produce acceptable Agreements, they may upon notice, discontinue negotiations with the top-ranked Proponent(s) and may invite the second ranked Proponent(s) to enter into negotiations. This process shall continue until an agreement is finalized, until there are no further Proponents for an Eligible Geographic Area, that are eligible for negotiations or until Develop NS elects to close further negotiations or cancel the RFP process.

### **2.5.5 Notification to Other Proponents**

Once Agreements are finalized and executed by Develop NS and the NSIFT with a Proponent(s) in an Eligible Geographic Area, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3). Underserved areas not awarded and/or addressed by submissions to this RFP will be included in one or more subsequent RFPs.

[End of Part 2]

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

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

#### **3.1.1 Proponents to Follow Instructions**

Proponents are to structure their proposals in accordance with the instructions in this RFP using the pre-formatted response documents included. Proposals that do not conform to formatting instructions may, at the sole discretion of Develop NS, be returned to the Proponent to be re-formatted. If the Proponent fails to satisfy the re-formatting requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date that Develop NS issues a rectification notice to the Proponent.

Any response made in a proposal should reference the applicable section numbers of this RFP.

#### **3.1.2 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.

#### **3.1.3 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.

#### **3.1.4 References and Past Performance**

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

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

Develop NS 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.

#### **3.1.6 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 or presentations.

### **3.1.7 Proposal to be retained by Develop NS**

Develop NS will not return the proposal, or any accompanying documentation submitted by a Proponent.

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

Develop NS and the NSIFT makes no guarantee of the value or volume of work to be assigned to the Successful Proponent. The agreements to be negotiated with the Successful Proponent will not be an exclusive contract for the provision of the described Deliverables. Develop NS 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 Develop NS.

## **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 Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

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:

- a) whether the company is registered; or
- b) whether its business registration is in good standing.

However, a contract cannot be awarded unless the Successful Proponent is registered and in good standing, in accordance with applicable laws.

If the Proponent's business is not required to register in Nova Scotia, the Proponent will be required to submit registration from their applicable jurisdiction.

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

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

Proponents shall promptly examine all of the documents comprising this RFP, and

- a) report any errors, omissions, or ambiguities; and
- b) direct questions or seek additional information

in writing by email to the RFP Contact, as set out in section 1.2, on or before the Deadline for Questions. Develop NS is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. Develop NS is under no obligation to provide additional information and Develop NS 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. Develop NS 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 Develop NS, 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 Nova Scotia Procurement Web Portal. 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 Develop NS.

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

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

### **3.3.4 Verify and Clarify**

During the evaluation process, Develop NS 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 APPENDIX D - RFP PARTICULARS. Develop NS and the NSIFT may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

## **3.4 Notification and Debriefing**

### **3.4.1 Notification of Outcome of RFP Process**

Once an agreement is executed by Develop NS and the NSIFT with a Proponent, notification of the outcome of the RFP process will be posted on the Nova Scotia Procurement Web Portal.

### **3.4.2 Debriefing**

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

### **3.4.3 Supplier Complaint Procedure**

If a Proponent wishes to file a complaint in regard to the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of posting of the outcome of the process on the Nova Scotia Procurement Web Portal, and Develop NS will respond in accordance with its Supplier Complaint Protocol.

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

### **3.5.1 Conflict of Interest**



Develop NS and the NSIFT may disqualify a Proponent for any conduct, situation or circumstance, determined by Develop NS and the NSIFT, in their sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, "Conflict of Interest" has the meaning ascribed to it in APPENDIX B - SUBMISSION FORM.

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

Develop NS and the NSIFT may disqualify a Proponent, rescind an invitation to negotiate or terminate an agreement entered into if Develop NS and the NSIFT, in their sole and absolute discretion, determine 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 APPENDIX B - SUBMISSION FORM.

### **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 Develop NS, and then only in coordination with Develop NS.

### **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 process and or selection of the Successful Proponent.

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

Proponents shall not engage in any illegal business practices, including 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 Develop NS, the Province and the NSIFT; 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 Bids**

Develop NS and the NSIFT may reject a bid 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 Contractor to honour its submitted pricing or other commitments;
- c) any conduct, situation or circumstance determined by Develop NS and the NSIFT, in their sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- d) the Province and/or Develop NS's past experience with the Proponent within the last 18 months for similar or related services.

### **3.6 Confidential Information**

#### **3.6.1 Confidential Information of Develop Nova Scotia and the Nova Scotia Internet Funding Trust**

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

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

#### **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 Develop NS and the NSIFT. The confidentiality of such information will be maintained, 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 Develop NS and the NSIFT to advise or assist with the RFP process, including the evaluation of proposals.

#### **3.6.3 Personal Information International Disclosure Protection Act**

The '*Personal Information International Disclosure Protection Act*' (PIIDPA), creates obligations for Develop NS and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the agreement terms. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

### **3.7 RFP Process Non-binding**

#### **3.7.1 No Contract A and No Claims**

This RFP is a competitive process for awarding of an INSI Contribution. It is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

#### **3.7.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective INSI Contribution recipients who can provide the Deliverables while meeting the INSI's service coverage and financial objectives. No legal relationship or obligation shall be created by this RFP process between a Proponent and the NSIFT until the successful negotiation and execution of a Contribution Agreement or between a Proponent and Develop NS until the successful negotiation and execution of a SDA.

#### **3.7.3 Cancellation**

Develop NS may cancel the RFP process without liability at any time prior to the execution of a written Agreement with a Proponent.

### **3.8 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 Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The following forms of agreement will be issued via addendum to this RFP:

- Contribution Agreement
- Service Delivery Agreement

## 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 / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST/GST or NSRJST number):	

### B.2 Acknowledgment of Non-binding RPF Process

The Proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this RFP process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service shall be created between a Proponent and the NSIFT until the successful negotiation and execution of a Contribution Agreement or between a Proponent and Develop NS until the successful negotiation and execution of a SDA.

### B.3 Ability to Provide Deliverables

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 APPENDIX C – PROJECT COST AND INSI CONTRIBUTION REQUEST.

#### **B.4 Mandatory Forms**

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

<b>FORM</b>	<b>INITIAL TO ACKNOWLEDGE</b>
APPENDIX B – SUBMISSION FORM	
APPENDIX C – PROJECT COST AND INSI CONTRIBUTION REQUEST	
Bid Security in the form of APPENDIX F	
Template I – “Contribution Eligible Project Costs”	
Template II – “Project Revenues and Other Project Costs”	
Template III – “Last Mile Internet Access Service Offerings”	
Template IV – “Equipment Detail Requirements”	
Template V – “Housing Unit Spreadsheet”	
Template VI – “Wholesale and Retail Open Access Pricing”	

#### **B.5 Non-binding Pricing**

The Proponent has submitted its Contribution Request in accordance with the instructions in the RFP and in the APPENDIX C – PROJECT COST AND INSI CONTRIBUTION REQUEST. The Proponent confirms that the pricing information provided is accurate. The Proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with Develop NS and the NSIFT.

#### **B.6 Addenda**

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

#### **B.7 No Prohibited Conduct**

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

#### **B.8 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 Develop NS and the NSIFT 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 Develop NS and the NSIFT 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.9 Litigation Declaration**

- a) The Proponent shall confirm that neither the Proponent nor its affiliates and sub-contractors are the subject of any adverse ruling or conviction determined in the last 5 years involving fraud, fraudulent misrepresentation or professional misconduct.
- b) The Proponent shall confirm that neither the Proponent nor its affiliates and sub-contractors are involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party) that:
  - i. is against or involving the Province or Develop NS, or;
  - ii. may materially adversely affect the Proponent's, its affiliates' and sub-contractors' ability to participate in the Project or perform its obligations under any future Agreement.

If the box below is left blank, the Proponent will be deemed to declare that the Proponent and its affiliates and sub-contractors are not subject of any adverse ruling or conviction determined in the last 5 years involving fraud, fraudulent misrepresentation or professional misconduct or involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party that: i) is against or involving the Province or Develop NS, or; ii) may materially adversely affect the Proponent's, its affiliates' and sub-contractors' ability to participate in the Project or perform its obligations under any future Agreement).

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

- The Proponent declares that there are adverse rulings or convictions or currently ongoing litigation within the meaning of items a) and b) above of this section B.9 "Litigation Declaration".

If the Proponent declares that there are adverse rulings or convictions or currently ongoing litigation within the meaning of items a) and b) above of this section B.9 "Litigation Declaration" by marking the box above, the Proponent must set out a brief explanation below.

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### B.10 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 Develop NS and the Nova Scotia Internet Funding Trust to the advisers retained by Develop NS and the NSIFT to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

\_\_\_\_\_  
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 – PROJECT COST AND INSI CONTRIBUTION REQUEST

### C.1 Instructions on How to Complete Project Cost and INSI Contribution Request Form

- a) All project costs and revenues shall be provided in Canadian funds, inclusive of all applicable duties and taxes. HST shall be excluded from all costs.
- b) All project costs and revenues provided by the Proponent in their submission shall be in accordance with the requirements set out in section D.2.14 “Project Costs, Revenue and INSI Contribution Request Requirements”.

### C.2 Evaluation of Project Cost and INSI Contribution: (Total Points Available - 25 Points)

Project Cost and INSI Contribution will be assessed in a multi-step process as follows:

- a) The Project financial viability and the reasonableness of the INSI Contribution requested will be assessed utilizing a Net Present Value (the “NPV”) and an Internal Rate of Return (the “IRR”) analysis. Projects judged to be financially viable and requesting a reasonable INSI Contribution as indicated by the IRR will be scored higher.
- b) The INSI Contribution per Housing Unit (the “Housing Unit”<sup>2</sup>) (\$/Housing Unit) providing access to high-speed Internet service will be ranked and scored.
- c) The Proponent Contribution per Housing Unit (\$/Housing Unit) providing access to high-speed Internet service will be ranked and scored.
- d) The relative Contribution Eligible Project Costs per Housing Unit (\$/Housing Unit) to consultant benchmarks by Middle Mile and/or Last Mile Technology (wireline, fixed wireless and satellite).
- e) The relative operational efficiency per subscriber as reflected in submission Other Project Costs and subscriber forecasts.

For competing proposals the INSI Contribution per Housing Unit and the Proponent Contribution per Housing Unit will be scored based on a relative formula using the values set out in Template I – “Contribution Eligible Project Costs” and Template II - “Project Revenues and Other Project Costs”.

#### For INSI Contribution per Housing Unit: (Assigned Points to be determined)

Lowest INSI Contribution per Housing Unit                      Score = Assigned Points

Lowest INSI Contribution per Housing Unit  
----- X              Assigned Points = Score for second-lowest rate  
Second-lowest INSI Contribution per Housing Unit

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<sup>2</sup> Housing Unit is defined in “Definitions and Abbreviations” on page 3.

Lowest INSI Contribution per Housing Unit	X	Assigned Points = Score for third-lowest rate
Third-lowest INSI Contribution per Housing Unit		

And so on, for each proposal.

**For Proponent Contribution per Housing Unit: (Assigned Points to be determined)**

Highest Proponent Contribution per Housing Unit	X	Score = Assigned Points
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Second-highest Proponent Contribution per Housing Unit	X	Assigned Points = Score for second-lowest rate
Highest Proponent Contribution per Housing Unit		

Third-highest INSI Contribution per Housing Unit	X	Assigned Points = Score for third-lowest rate
Highest Proponent Contribution per Housing Unit		

And so on, for each proposal.

**C.3 Project Cost, Revenue and INSI Contribution Input Form**

Proponents shall copy the summary details from Template I – “Contribution Eligible Project Costs” and Template II - “Project Revenues and Other Project Costs” into the following Project Cost, Revenue and INSI Contribution Summary.

**Project Cost, Revenue and INSI Contribution Summary**

**Zone #:** \_\_\_\_\_

**Project Identifier:** \_\_\_\_\_

	Implementation	Operations Period									
	Year 1	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Project Revenues											
Middle Mile (\$)											
Last Mile (\$)											
Contribution Eligible Project Costs											
Middle Mile (\$)											
Last Mile (\$)											
Other Project Costs											
Middle Mile (\$)											
Last Mile (\$)											

Project Funding Summary	Totals
Applicant(s) Contribution	
Other Funder Source (specify source)	
Other Funder Source (specify source)	
Other Funder Source (specify source)	
"Requested Contribution" Amount	
TOTAL Project Funding	

# APPENDIX D – RFP PARTICULARS

## D.1 PROJECT BACKGROUND

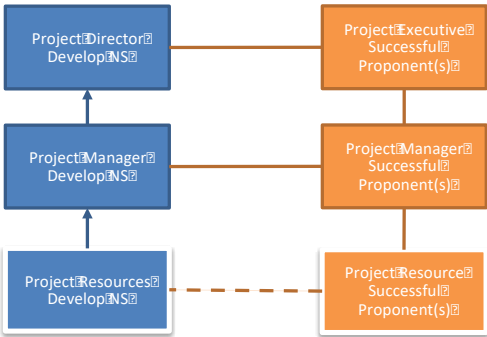
### D.1.1 Governance Structure

A governance framework for the INSI has been developed to establish the structure, roles, responsibilities and processes during both the implementation and operational phases of awarded Projects. Develop NS will be the single service window with the Successful Proponent(s) on behalf of NSIFT and all INSI stakeholders.

NSIFT has the approval authority for all investment decisions related to the INSI. Develop NS has been contracted by NSIFT to create this RFP process and to provide guidance regarding which proposals should receive an INSI Contribution. Develop NS is responsible for entering into SDAs and for ensuring SDA compliance. The Develop NS Project Director, empowered to execute the Project on behalf of Develop NS and supported by the Develop NS Project Manager will be responsible to the Develop NS CEO and receive strategic direction and oversight from the Province and Develop NS’s Board. The Project Director will be responsible for project oversight, schedule management, risk management, acceptance, contract administration, claims processing, change control, stakeholder management, and subsequent service level monitoring. Develop NS’s finance department will manage claims processing and recommend to the NSIFT the disbursement of funds for approved claims.

At no time will Proponents communicate with the NSIFT. Failure to comply with this policy could result in disqualification, funding being denied or the implementation of other measures, such as administrative penalties.

The chart below provides the envisioned INSI organizational structure as well as the various reporting relationships including those with Successful Proponents.



### **D.1.2 Zone Description**

Develop NS has segmented Nova Scotia into eleven (11) zones based on existing county boundaries and Statistics Canada's 2017 Functional Economic Regions for Nova Scotia, as indicated in the Figure below. Further, Develop NS has developed a 25 Km<sup>2</sup> hexagon database to assist in identifying the Underserved Housing Units<sup>3</sup> (the "Housing Units") across the province. This database combines Property Valuation Service Corporation November 2016 data with, the database supporting Brightstar's May 2018 "Last Mile Strategy" Report, the CRTC underserved hexagon designations and Municipal boundaries.

Based on this information, Develop NS estimates 88,000 Housing Units across Nova Scotia are Underserved.

A Zone Map, associated zone hexagon table and GIS databases can be viewed with the following link.

[MAPS](#)

**Hexagon Area File Definitions:** The following definitions are provided solely for the purpose of better understanding the selectable coverage layer files used in the Google Earth Hex Maps provided through the above link. The definitions are not intended to change or modify definitions provided elsewhere in this RFP.

- a) **NS-UnderServed.KML:** Areas that do not have any access to service at 50 Mbps/10 Mbps (50/10);
- b) **PartialServed\_0\_25.KML:** >0 - 25% of the included area has access to at least 50/10 service;
- c) **PartialServed\_25\_50.KML:** >25 - 50% of the included area has access to at least 50/10 service;
- d) **PartialServed\_50\_75.KML:** >50 – 75% of the included area has access to at least 50/10 service;
- e) **PartialServed\_75\_100.KML:** >75 – 100% of the included area has access to a least 50/10 service; and,
- f) **NS\_Served.KML:** 100% of the included area has access to at least 50/10 service.

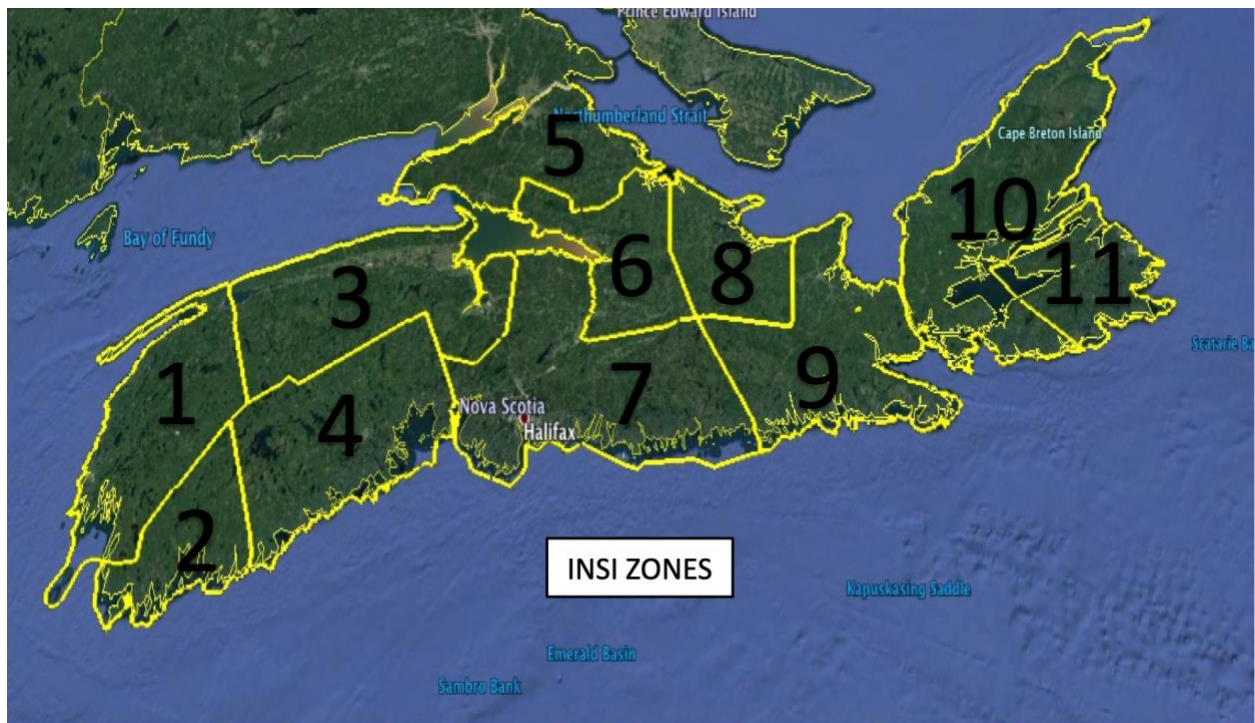
The underserved housing unit counts are an estimate, thus proponents are advised to conduct their own due diligence on Underserved housing unit counts. Map labels are not a reflection of negotiation and/or build priority.

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<sup>3</sup> "Housing Unit" is defined as a structure or part of a structure that is used for a home, a business or a public institution. For example, an apartment building or a business structure may contain one or more Housing Units, the count being based on the number of individual homes or businesses in the apartment building or business structure.

		INSI ZONES	
MAP LABEL	NAME	COUNTY	UNDERSERVED HOUSING UNITS
1	Western Region	Digby, Yarmouth	7500
2	Shelburne	Shelburne	5800
3	Annapolis Valley Region	Annapolis, Kings, West Hants	11500
4	South Shore Region	Lunenburg, Queens	10900
5	Cumberland	Cumberland	5600
6	Truro – Colchester Region	Colchester	5200
7	HRM Region	East Hants, Halifax	8900
8	Pictou Region	Pictou	5500
9	Eastern Strait Region	Antigonish, Guysborough	8700
10	Rural Cape Breton	Inverness, Victoria, Richmond	15300
11	CBRM	Cape Breton	3100
		Total	88000

**MAP OF NOVA SCOTIA**



## D.2 THE DELIVERABLES

### D.2.1 Scope of Acceptable Project Proposal(s)

The INSI has two fundamental infrastructure components:

#### 1) Middle Mile:

“The middle mile infrastructure is the segment of a telecommunications network that links the core to local last mile facilities.”<sup>4</sup> It is also known as backbone infrastructure and includes middle mile access locations, which are commonly referred to as PoPs (points of presence). The “core” is defined as that portion of the network connecting regional transport hubs, (the points of Middle Mile interconnection) to the serving IXP(s) and other networks. The envisioned middle mile is a scalable high capacity, high availability, infrastructure provisioned to meet the needs of all types of local service providers and organizations at fair and reasonable prices and to be the foundation for the delivery of high-speed Internet services over the Last Mile to residences, businesses and public institutions in rural Nova Scotia.

#### 2) Last Mile:

The “Last mile is that final leg of a telecommunications network that delivers telecommunication services (in this case Internet access) to retail end-users (or customers). It connects the middle mile (normally from a POP location) to the users or customers in that geographic area. It can be wired or wireless, and the actual distance covered may be anything from a few metres to many miles, depending on the proximity of the end user to the middle mile PoP, as well as on the technology being used<sup>5</sup>.” The envisioned Last Mile is a reliable, scalable infrastructure. The Last Mile infrastructure coverage objective is to provide high-speed Internet access to greater than 95% of Housing Units.

### Project Proposal Scope

A project proposal should be structured within the following specifications:

- a) **Project Type:** A project proposal may include either Middle Mile or Last Mile infrastructure components or both. A Proponent shall submit a single proposal for a project that addresses both Middle Mile and Last Mile requirements of a given Eligible Geographic Area. The priority of this RFP is early subscriber connections. Develop NS will assess projects more favourably to the extent that they deliver greater quantities of early connections.
- b) **Eligible Geographic Area:** Each project proposal shall be contained within the boundaries of a single Zone (as defined in section D.1.2) and shall address the coverage objective (i.e. >95% of the Housing Units receive access to high-speed Internet service) of the project target Eligible Hexagons. A project proposal may cover the Underserved area of a portion of a Zone or an entire Zone. Proponents wishing to address multiple Zones shall submit separate project proposals for each Zone. Proponents shall complete Template V – “Housing Unit Spreadsheet” for each proposed project.

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<sup>4</sup> Brightstar Canada, “Nova Scotia Department of Business Middle Mile Strategy”, March 2018,

<sup>5</sup> Brightstar Canada, “Nova Scotia Department of Business Last Mile Strategy”, May 2018.

- c) **Eligible Hexagons:** Eligible Hexagons (defined as 25 Km<sup>2</sup> hexagon shaped map segments) are designated geographic areas that are partially or entirely Underserved with respect to high-speed Internet access at the INSI Objective speeds as specified in section D.2.5.
- i. The Proponents of projects that propose to provide service to partially served hexagons, shall provide evidence that access to terrestrial high-speed Internet service is not available at the minimum INSI Objective speeds required in this RFP for the proposed coverage areas.
  - ii. Eligible Hexagons that cross-Zone boundaries may be served by proposals anchored in either Zone with due consideration to the minimization of Service Overlap as defined below.
- d) **Ineligible Hexagons:** Ineligible Hexagons are: i) hexagons within which all of the Housing Units are deemed by Develop NS to have access to Internet service at the RFP objective speeds and ii) hexagons without Housing Units.
- e) **Middle Mile Projects:** Proponents of Middle Mile only project proposals shall include a forecast of the number of Housing Units that may be provided access via potential Proponent clients (including ISPs) by year (complete Template II) and the hexagons served (complete Template V).
- f) **Contingent Projects:** A project proposal will be assessed on its own merit and shall not be contingent on another proposal.
- g) **Funding Request:** A Proponent may request an INSI Contribution for up to 100% of the Contribution Eligible Project Costs (as defined in section D.2.14). In assessing the merits of a proposal Develop NS' consideration will include the nature of the project, the cost of service per access, as well as the level of Proponent investment and investment from other sources.
- h) **Implementation Interval:** Develop NS recognizes that implementation periods will vary with the scope and complexity of the proposed projects. Projects shall be substantially completed by June 30, 2020.
- i) **Service Overlap:** Proposed projects shall minimize overlap with areas that already have access to terrestrial high-speed Internet service at the minimum objective speeds required in this RFP. If a Proponent submits more than one project proposal, the proposed project coverage areas shall not overlap.
- j) **Infrastructure Overbuild and Excess Capacity:** To maximize the efficiency of available funding, Develop NS is seeking to minimize duplication and overbuild of existing broadband network infrastructure. All costs associated with uneconomic excess capacity (defined as a capacity greater than the minimum capacity available for the network element in question and greater than 100% of that required to meet the wholesale and retail service needs of the proposed project over 10 years post-implementation) and overbuilding existing broadband infrastructure that is providing services consistent with the requirements of this RFP shall be excluded from the submitted project costs.
- k) **Efficient use of Funds:** In its assessment of proposals Develop NS will give due consideration to the efficient use of available funds, the level of service improvement proposed, and maximization of coverage within zones and across the entire province. Develop NS reserves the right to award each segment within an Eligible Geographic Area (Hexagons and Zones) of this RFP on a separate basis. Such awards may be made to one or more Proponents. In cases where the awarded proposals of different Proponents overlap, and/or there are Underserved areas within a zone that are not



provided coverage, Develop NS reserves the right to request a Proponent to modify its proposal to address overlap and/or areas not provided coverage.

- l) **Value Proposal:** In recognition of the potential for economies of scale and scope associated with the implementation of multiple projects within the same timeframe, Develop NS will consider, but is under no obligation to accept, Proponent proposals that combine two or more separately presented projects with a reduction in the requested INSI Contribution for the combined projects. A value proposal may include projects from one or more zones and include one or more service delivery technologies. In all cases the complete individual project submissions must be provided.
- m) **Integration of the Work:** Each Proponent shall specifically acknowledge and agree that in the event that they are awarded only a portion of an Eligible Geographic Area that they will cooperatively integrate their work with other adjacent Successful Proponents as may be necessary for the correct and proper functioning of the services.

#### **D.2.2 Company Profile: Experience and Qualifications**

Each Proponent shall provide the following in its response. Where the Proponent is a Non-ISP Proponent, they shall speak to both their own qualifications as well as those of their Contracted ISP(s). Develop NS recognizes that similar information was presented in each Proponent's response to the RFSQ process (DNSINS0119). Proponents are herein given the opportunity to update and improve the quality of their submissions. Responses shall not exceed the maximum number of pages specified for each item below except item e); pages beyond the maximum will not be evaluated.

- a) A brief description of the Proponent; include Company business focus, officers, number of employees, office locations details, years in business, and other details relevant to the subject of this RFP. Provide the same details for major sub-contractors. Maximum of one (1) page per Proponent and each major sub-contractor.
- b) A description of the telecommunications, Internet and similar systems and related services that the Proponent has previously and/or is currently delivering and/or operating, with an emphasis on experience relevant to the Deliverables and working with government. Maximum of two (2) pages per Proponent.
- c) The roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise. Please provide resumes for the Proponent Project Manager, Technical Lead, financial lead, and customer support lead. Maximum of two (2) pages for the roles and responsibilities description per Proponent. Each resume shall be a maximum of two (2) pages.
- d) Its knowledge, skills and expertise in the following areas: (Maximum of (2) pages per Proponent).
  - i. telecommunications wireline and wireless infrastructure design and operation (fibre cable, towers, shelters, power systems, coverage, etc.);
  - ii. IP network design and operation;
  - iii. Internet services (residential, business, wholesale);
  - iv. customer service systems (installation, service monitoring, repair, billing, etc.);
  - v. service level reporting; and,
  - vi. implementation project management processes.

- e) A Non-ISP Proponent shall provide a duly signed letter of intent, MOU, or term sheet identifying the partners submitting the response. The submission must indicate the identity of the Contracted ISP.

### **D.2.3 References**

Each Proponent shall provide three (3) project references from clients where the Proponent has provided design, build and operate infrastructure services similar to those requested in this RFP from the Proponent in the last (5) five years. Where the Proponent is a Non-ISP Proponent, they shall provide references from clients of their Contracted ISP(s), together with the Contracted ISP's consent for Develop NS to contact the references.

The project reference information provided shall identify the size of the projects conducted, as well as demonstrate the extent of the Proponent's previous experience, the clients' overall satisfaction with the Proponent's services and the results achieved, including adherence to interim and final timelines and budgets.

Project references shall be on the client's letterhead and signed by a duly authorized client representative. Provide the contact name for each project reference, their phone number and email address.

Develop NS will only evaluate three (3) references. If more than three (3) references are provided by the Proponent only the first three (3) listed in the response will be evaluated. Maximum of two (2) pages per reference.

### **D.2.4 Business Plan**

In support of the Proponent's proposed project's Internet infrastructure build, customer service commitments and the financial information provided via Template I – "Contribution Eligible Project Costs" and Template II - "Project Revenues and Other Project Costs", Proponents shall provide a written business plan, not to exceed five (5) pages, additional pages will not be considered, describing the following:

- a) The nature of the proposed project infrastructure build and how it will address the requirements identified in this RFP (e.g. early customer connections, technologies selected, construction approach, service area selected, etc.);
- b) The business assumptions (e.g. business climate, customer needs, etc.);
- c) The basis of the project cost estimates (e.g. IXP and wholesale access charges, land, building and tower structures, make ready, equipment purchases, contributed assets impacts, etc.);
- d) Marketing plan and the basis of the project revenue estimates (e.g. sales and promotion approach, service offerings, prices, customer take rates, etc.);
- e) Customer service plan (e.g. inquiries, installation, repair, technical support, billing, etc.);
- f) Operations plan (e.g. Network monitoring, storage and retrieval of performance metrics, remote testing, management and security, maintenance and repair, customer installation and repair, community presence); and,
- g) Network and service evolution over the Agreement life to meet changing customer needs consistent with large urban markets (e.g. performance monitoring and capacity and technology upgrades to respond to growing demand and changing needs, new service development and deployment, etc.).

## D.2.5 Network Design Requirements

### 1) End-to-End Network Performance Specifications

The Last Mile infrastructure coverage objective is to provide high-speed Internet access to greater than 95% of Nova Scotia Housing Units at a performance level minimum of the INSI Objective. INSI funded Internet infrastructure provided in response to this RFP shall be in compliance with the following specifications:

Performance Attribute	Wireline	Fixed Wireless	Satellite	INSI Objective
Minimum Download Speed	50 Mbps	25 Mbps	25 Mbps	50 Mbps
Minimum Upload Speed	10 Mbps	5 Mbps	2 Mbps	10 Mbps
Round Trip Latency	<50 ms	<50 ms	<750 ms	<50 ms
Packet Loss Threshold	< .25%	<.25%	<.25%	< .25%
Jitter Threshold	< 5ms	< 5 ms	< 5 ms	< 5ms
Service Availability (Note 1)	>99.9%	>99.9%	>99.9%	>99.9%

Note 1: Availability is defined as the percentage of time that end users (individuals and organizations) are able to connect to the Internet, using computers, various personal devices, and other Internet enabled devices, to access and use services such as email, websites, and file servers.

Proponents that offer solutions that do not meet the performance levels listed under 'INSI Objective' (as indicated in the above table), across the entire proposed project service area, shall provide for Develop NS evaluation, as part of their response, their evolution plan to achieve the INSI Objectives within 5 years of the signing date of any Agreement arising from this RFP.

In its evaluation of proposed projects, Develop NS and NSIFT will assess projects more favourably based on the extent to which they meet and exceed the coverage, speed and other "INSI Objectives" for the project coverage area.

### 2) Middle Mile Performance Specifications

Proposals for new Middle Mile builds shall offer a minimum capacity of 1 Gbps scalable to a minimum of 10 Gbps, and proposals that upgrade Middle Mile infrastructure shall offer a minimum capacity of 10 Gbps scalable to a minimum of 100 Gbps.

#### **Network performance specifications for Middle Mile.**

- a) **Latency:** round trip latency shall not exceed 50 ms
- b) **Packet Loss Threshold:** round-trip packet loss shall not exceed 0.25%
- c) **Jitter Threshold:** jitter shall not exceed 5 ms
- d) **Network Availability:** end to end of 99.99%

Acknowledging that the above latency, packet loss, and jitter performance specifications are equal to the last mile specifications, Middle Mile project Proponents shall agree to work with any Open Access

customers to ensure compliance with end-to-end network performance specifications as provided in Section D.2.5 item 1).

In its evaluation of proposed Middle Mile project segments, Develop NS will more favourably assess those projects that meet or exceed the capacity and other Middle Mile performance specifications.

### 3) Technology Specifications

Proponents shall provide the following:

- a) **System Design Description:** A written description of the system design which shall cover all key network nodes and associated major building blocks that enable connectivity between the existing network and the customer interface point excluding the final drop for wireline, and between the existing network and the wireless PoP equipment including antenna system for fixed wireless. Proponents proposing satellite-based service shall deliver a high level description covering the earth station end, and the customer end, of the service. The submitted description shall not exceed one (1) page.
- b) **Logical Network Diagram:** Provide a logical network diagram. The logical network diagram shall include all the key network nodes and associated major building blocks for each node. For terrestrial service the diagram shall clearly show the upgraded and new portions of the network.
- c) **Equipment Inventory:** Using Template IV – “Equipment Detail Requirements”, the Proponent shall provide the equipment inventory for the following major components: wireline, fixed wireless, and satellite equipment. Include details such as equipment types, manufacturer, cable types and length, installed throughput capacity, and the use of licensed spectrum and unlicensed spectrum for fixed wireless equipment. The template provides further completion instructions.
- d) **Scalability:** The Middle Mile backbone network and Last Mile network shall be scalable and be capable of supporting the bandwidth required to meet the service specifications prescribed above during peak traffic time for all anticipated retail and wholesale demand over the term of the Agreement. Proponents shall describe how these requirements will be met. The submitted description shall not exceed one (1) page.
- e) **Network and Coverage Information:** Proponents shall provide the following for each project proposal:
  - i. A geographic network map that includes all major network nodes. This map must indicate the locations of towers (if wireless), central offices/equipment shelters, PoPs, cable head-ends, fibre-optic line terminals, hybrid fibre nodes, any other similar network elements, and the proposed service coverage area; and
  - ii. Existing and proposed Proponent network coverage information. This information shall be GIS shape files compatible with MapInfo. The information may be used by Develop NS to minimize overlap and overbuilds.
- f) **Sparing Philosophy:** An overview of the Proponent’s network sparing philosophy (i.e. capital allocation, spares allocation, etc.).
- g) **Security and Software Updates:** Describe the Proponent’s approach to identifying and introducing to its infrastructure software, security related patches and firmware updates to maintain and protect (confidentiality, availability and integrity) services and subscribers.

- h) **Compliance with Codes and Standards:** All proposed equipment, structures, and labour practices must comply with all applicable federal, provincial, and municipal codes, standards, and regulations including, but not limited to:
- i. All proposed wireless equipment must have a valid Industry, Science and Economic Development (ISED) certification number.;
  - ii. Any new or upgraded tower built or modified under this project must comply with the applicable sections of CSA S37-13 appropriate for the proposed telecommunications structure and its location within the Province; **and,**
  - iii. All new radio frequency transmitter installations for Middle Mile, Last Mile, and wireless PoPs must meet Health Canada's Safety Code 6.

#### **D.2.6 Installation Requirements**

The Successful Proponent shall be fully responsible for installing all structures and equipment funded under this RFP; coordinating with other trades and infrastructure owners, as necessary; and performing the work in a neat manner demonstrating professional workmanship. The Successful Proponent is responsible for providing all materials, cabling/wiring, labor, tools and instrumentation to ensure a complete and successful implementation. All tools and instrumentation will be considered to be normal and customary items provided by the Proponent. All work related to the structure and equipment installations shall be supervised by the Successful Proponent, and performed in accordance with all applicable federal, provincial, and local codes and the manufacturer's recommendations.

#### **D.2.7 Acceptance Test Requirements**

The Proponent's proposal shall include an Acceptance Test Plan (the "ATP") outline describing the procedures for the test and verification of the performance of the INSI funded infrastructure. The submission shall outline the Proponent's proposed inspection checklists, test procedures and the submission and approval process that the Proponent shall accomplish as integrated into the overall project work plan.

The Proponent shall be responsible for all network and customer site tests and inspections and provide the necessary personnel, equipment, and materials to perform these tests and inspections. This responsibility shall also include the conducting of the test and inspection procedures and all record keeping. Develop NS may, at its sole discretion, provide a representative to witness a sample or all of the tests.

In addition, Develop NS reserves the right to conduct independent tests, at Develop NS's expense, on any or all portion(s) of the infrastructure installed under the terms of the Agreements arising from this RFP.

After the successful completion of the ATP, the Proponent shall present to Develop NS final written certification that the infrastructure has been tested in accordance with and is in compliance with the terms of the Agreement, and is ready to be placed into operation. Upon Develop NS's formal acceptance of the Proponent's final acceptance certification the system shall be deemed accepted.

Subsequent to Contribution Agreement execution and as part of the network design submission the Successful Proponent, in consultation with Develop NS, shall develop and refine the ATP and plans to conduct the inspections, checks and tests defined in this section.

## **D.2.8 Project Management Requirements**

### **1) Project Management**

The Proponent shall organize and implement a formalized project management model based upon the Project Management Institute's Project Management Body of Knowledge to supervise, coordinate, communicate, and control, all stages (design, implementation, test, and operation) of the project.

### **2) Project Plan**

Proponent(s) are to provide a work plan for the proposed project(s) in the form of a Gantt chart using industry standard tools/software. This work plan should include delivery dates, milestones, resource assignments, task relationships and dependencies and shall address all major milestones including but not be limited to: system design, Develop NS design review, procurement, installation, inspections, acceptance testing, commissioning, communications plan, risk management plan, quality assurance plan and staffing plan.

### **3) Milestone List**

The Proponent shall create and submit a milestone list with their proposal. The milestone list shall be in table format, and list all deliverables (e.g. project plan, network design, cable placement, test plan, test results, tower acceptance, etc.) the Successful Proponent is required to deliver to Develop NS during the project. Details to be negotiated. Note: Payment claims to the NSIFT will only be accepted and processed upon formal acceptance of an agreed to milestone, in writing, by Develop NS.

### **4) Project Manager**

The Successful Proponent shall identify, assign, and maintain, a dedicated Proponent Project Manager throughout the design and implementation of the awarded Project, and installation or deployment of all related infrastructure and equipment. The Proponent Project Manager shall function as the single point-of-contact for Develop NS on all matters pertaining to implementation.

### **5) Monthly Status Reports and Project Reviews**

On a monthly basis the Successful Proponent shall deliver to Develop NS a monthly status report providing a high-level summary of Project activities, accomplishments, upcoming events, scheduled meetings, cost and schedule status, and problems and corrective actions, for the previous month. Progress shall be measured against the work plan; any identified variances in the Project scope of work plan will be noted. The report shall be in the form of an electronic mail message (and attachments) to the Develop NS Project Manager with the following items attached thereto: updated work plan/schedule, updated action item list, and updated Milestone status list.

Beginning no later than one (1) month after Agreement execution, the Successful Proponent shall generate and conduct a periodic project review (MPR) session with Develop NS. The MPR shall be presented by the Successful Proponent's PM on a mutually acceptable recurring date. The Proponent's Technical Lead shall be in attendance.

Each MPR shall include a discussion of the Proponent's performance to the work plan during the past month's activities, and provide a look-ahead of activities to be accomplished by the Proponent during the upcoming month. Topics in each MPR shall include, but are not limited to:

- a) Work performed accomplished, forthcoming, missed;
- b) Milestones accomplished, forthcoming, and missed;
- c) Technical, programmatic and contractual problems and corrective actions;
- d) Risk mitigation plan and status;
- e) Network installation status;
- f) Any new discussion topics;
- g) Action items; and,
- h) Change control.

## **6) System Design and Review**

The Successful Proponent shall complete a detailed system design to comply with the outcomes set forth in the Contribution Agreement and the SDA. The Successful Proponent shall supply and submit design drawings, data, and documents supporting the design, implementation and commissioning of the project infrastructure. The Successful Proponent shall schedule a design review session. The review shall be intended to communicate to Develop NS the Proponent's proposed design, implementation approach and supporting design data for the Project infrastructure. The updated design shall serve as the design baseline for the project infrastructure, but shall not otherwise supersede any requirements set forth in the Contribution Agreement and the SDA.

## **7) Change Control**

A change order process will be defined in the final Agreements between Develop NS, the NSIFT, and a Successful Proponent. The change order process shall provide for a common INSI change order process, including templates, to initiate, evaluate and approve proposed changes. The change order process shall be in effect during the implementation and operational phases and is intended to address all changes to any substantive aspect of an approved project by the INSI in its reasons for selecting the project, including

- a) a change in control of the recipient;
- b) a change in the proposed financing of the project;
- c) a change in the nature or location of the project; and,
- d) a change in technical specifications, and (v) a major change in the cost or scope of the project.

The Proponent must acknowledge its consent to comply with the INSI common change order process that shall be in effect during the implementation and operational phases.

### **D.2.9 Service Delivery Agreement Requirements**

Successful Proponents shall enter into a Service Delivery Agreement (the "SDA") with Develop NS to ensure continuing compliance with the performance requirements specified herein and below for INSI

funded infrastructure and services. The SDA shall take effect at the time of Final Acceptance and continue to the end of the term as stated in the SDA.

## **1) Performance Metrics**

The SDA shall require the Successful Proponent(s) to measure and periodically report to Develop NS on the following network and service performance parameters:

### **Network Performance Metrics**

- a) Download speed;
- b) Upload speed;
- c) Latency;
- d) Packet loss;
- e) Jitter; and,
- f) Availability.

Performance measurements for download speed, upload speed, latency, packet loss and jitter shall be taken during peak traffic times.

### **Network Failure Restoration Metrics**

- a) Mean time to restore network outages: defined as the interval from initial identification to resolution; and
- b) Mean time to resolve network service degradations: defined as the interval from initial identification to resolution.

### **Customer Service Metrics**

- a) Service installation or upgrade interval: defined as the interval from customer order to service installed;
- b) Customer installation and upgrade orders that cannot be completed (“Held Orders”): defined as the number of “Held Orders” on hand;
- c) Mean time to repair interval for customer premises trouble tickets: defined as the interval from receipt of the trouble report to service fully restored; and,
- d) Call answer times for new, billing, and trouble inquires: defined as the time between receipt of a customer call to service representative answer.

## **2) SDA Penalties**

The Service Delivery Agreement shall provide for a reasonable period of time for the Proponent to rectify the underlying cause of performance below service level objectives. If the performance issue persists then monetary penalties shall be imposed.



### **3) SDA Negotiations**

Details with respect to performance objectives, metric measurement (configurations, techniques, timing and frequency), penalties and the content and periodicity of performance reports will be finalized in the SDA negotiation with the Successful Proponent. The SDA shall draw on current CRTC national Internet performance guidelines<sup>6</sup> and be consistent with industry best practices.

Failure to negotiate a SDA satisfactory to Develop NS in a timely manner may result in the termination of negotiations pursuant to section 2.5.4 of this RFP.

The Proponent must acknowledge its consent to negotiate, in good faith, a SDA satisfactory to Develop NS that shall be in effect during the operational phase.

#### **D.2.10 Service Offerings and Pricing Requirements**

Many Nova Scotians do not yet have access to high-speed Internet services that are comparable to those offered to the vast majority of Canadians in terms of speed, capacity, quality, and price.

Proponents shall propose service and pricing packages that are priced equal to or lower than those offered by facilities-based service providers in urban Halifax Nova Scotia. A project will be considered to be of higher quality based on how low the monthly prices would be for subscribers and how varied (e.g. speed, services) the high-speed Internet service package options would be in the project geographic area(s) compared to those offered in urban Halifax, Nova Scotia.

For each proposed project the Proponent shall provide the following information for each retail service offering utilizing Template III - "Last Mile Internet Access Service Offerings":

- a) A list of proposed retail high-speed service packages, including price, speed, and usage cap (if any) and associated charges;
- b) Service package descriptions indicating the different customer needs addressed, including those for low-income households; and
- c) A comparative list of retail packages offered by a facilities-based service provider in Halifax with supporting evidence.

Proponents shall provide the proposed services (and any new services) at the price(s) specified in their proposal for a minimum of twelve (12) months after the project completion date, and, for the subsequent four (4) years may increase the price(s) by no greater percentage than the price increases in the comparable service packages and prices specified in Template III – "Last Mile Internet Access Service Offerings" as offered by the selected facilities-based service provider in urban Halifax, Nova Scotia.

#### **D.2.11 Open Access**

##### **1) Open Access Requirements**

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<sup>6</sup> CRTC 2018-241: CISC Network Working Group – Non-Consensus report on quality of service metrics to define high-quality fixed broadband Internet access service. CRTC 2019-42: Establishment of an appropriate quality of service metric for jitter to define high-quality fixed broadband Internet access service.

Develop NS and the NSIFT are committed to ensuring that publicly funded infrastructure is available where it is in the interest of Nova Scotians. Successful Proponents shall make non-discriminatory open access (“Open Access”) services available for INSI funded new and upgraded infrastructure, on a wholesale basis to other service providers, and, on a retail basis to businesses and government for all funded infrastructure.

Proponents shall propose Open Access services that are priced equal to or lower than comparable services offered by facilities-based service providers in urban Halifax Nova Scotia. Where comparable Open Access services are not offered, prices shall be established based upon reasonable costing methodologies and reflect the INSI contribution. Projects with the greater range of services and lower prices will be considered to be of higher quality. Project proposals shall comply with the following Open Access services requirements:

- a) Wholesale Open Access to Middle Mile transport shall at a minimum, be available at one of the following speeds: 100 Mbps, 1 Gbps, and 10 Gbps;
- b) Retail Open Access to Middle mile transport shall be made available for business and government organizations requiring higher speed services;
- c) Last Mile Open Access service provision, although not mandatory, will be favourably considered in the assessment of proposals. Proponents proposing Last Mile Open Access services should specify the services to be provided, proposed prices, and timing of service availability. Should the CRTC prescribe dominant carrier Last Mile Open Access on INSI funded infrastructure, all Successful Proponents shall on a timely basis provide Last Mile Open Access service on similar terms and conditions on INSI funded infrastructure;
- d) Timelines for providing Open Access shall be reasonable. Explicit ‘head start’ periods are unacceptable; and,
- e) Successful Proponents shall establish reasonable competitive policies regarding administration and setup fees, interconnection rules and support services.

To the extent that a Proponent is subject to the regulation of the CRTC, including tariff regulation, the CRTC regulations continue to apply.

Proponents shall provide a list of proposed wholesale and retail Open Access service offerings, including rates and associated charges, speed, and a comparative list of Open Access service offerings by a facilities-based service provider serving urban Halifax with supporting evidence. This information and additional detail shall be submitted utilizing Template VI - “Wholesale Open Access and Retail Open Access Pricing”.

Proponents shall also provide the proposed Open Access services at the price(s) specified in their proposal for a minimum of twelve (12) months after the project completion date, and, for the subsequent four (4) years may increase the price(s) by no greater percentage than the price increases in the comparable service packages and rates specified in Template VI - “Wholesale Open Access and Retail Open Access Pricing” as offered by the aforementioned selected facilities-based service provider serving urban Halifax, Nova Scotia.

## **2) Co-location Requirements**

Co-location services include access to and use of space, associated power, and environmental conditioning at a PoP, tower, or other support structure.

Co-location services must be made available at each PoP, tower, shelter, or other support structure constructed or upgraded with the assistance of INSI funding with due consideration to the following:

- a) Existing buildings and structures are subject to space and availability; and
- b) New facilities must be built to accommodate competitive co-location needs.

CRTC approved co-location tariffs will apply in the case of regulated companies. Co-location services and prices for other Successful Proponents shall be based on comparable service offerings in the urban Halifax market. Where comparable services are not available, rates shall be established based upon reasonable costing methodologies and reflect the INSI contribution.

#### **D.2.12 Community Benefits and Value Add**

Develop NS may consider other value-added benefits in coming to a decision on project awards. Develop NS defines added value as the realization of additional benefits beyond the inherent worth of a good or service as specified in this RFP.

Proponents are asked to describe any additional benefits, beyond those being explicitly specified in this RFP that can be expected to accrue to the Province, communities, and residents as a result of Proponent's proposed solution and involvement in the Internet for Nova Scotia Initiative. Potential areas of added value may include but are not be limited to:

- a) Future technological benefits;
- b) Investment in Nova Scotia by your organization(s);
- c) Employment opportunities for Nova Scotians living in rural communities;
- d) Increased expansion of availability of cellular LTE network services; and,
- e) Increased availability of access to Wi-Fi services in public locations including public locations within First Nations communities. Such locations would include but are not be limited to;
  - i. Access Nova Scotia Service Centres;
  - ii. Visitor Information Centers;
  - iii. Provincial museums;
  - iv. Public spaces;
  - v. Hospital waiting areas; and,
  - vi. Libraries.

The submitted description shall not exceed two (2) pages.

#### **D.2.13 Project Costs, Revenue, and INSI Contribution Requirements**

##### **1) Project Cost and Revenue Submission Forms**

This RFP includes cost and revenue input Excel spreadsheet templates. Proponents shall submit the financial details of their proposal(s) utilizing templates as follows:

- a) Template I - “Contribution Eligible Project Costs”: Contribution Eligible Project Costs and INSI Contribution request; and
- b) Template II - “Project Revenues and Other Project Costs”: Project Revenues and Other Project Costs.

Contribution Eligible Project Costs, Project Revenues and Other Project Costs are further defined in section D.2.14 below.

For each proposed project Proponents shall segment their submission revenue and cost detail by Middle Mile and Last Mile as outlined in the above referenced templates. Where a particular cost is shared between Middle Mile and Last Mile, the Proponent should describe the basis for its allocation in the submission.

In the case of proposals utilizing satellite services, the purchase or lease of bandwidth or capacity delivered over the satellite may be included as a Contribution Eligible Project Cost and shall be included as a Last Mile Cost in the templates.

All costs shall be expressed in Canadian dollars (\$), to the whole dollar. The INSI Contribution request contained in Template I – “Contribution Eligible Project Costs” and Template II - “Project Revenues and Other Project Costs” shall be firm and fixed, and remain valid for a period of 365 days after the proposal due date.

## **2) Project Financial Viability and INSI Contribution Request Assessment**

Develop NS will assess project proposal business plans and financial submissions to ensure each proposal’s long-term financial viability and sustainability. Project financial viability and the reasonableness of the INSI Contribution toward funding the Contribution Eligible Project Costs of project proposals will be assessed utilizing the following:

- a) The proposed project Net Present Value (the “NPV”), which is the sum of the present value of all direct project cash inflows (i.e. Project Revenues and INSI Contribution) less the sum of all direct project cash outflows (i.e. Contribution Eligible Project Costs and Other Project Costs) over a specified time period (the study life). NPV is utilized in capital budgeting to analyze the profitability of projects. The higher the NPV, the more profitable the project. Develop NS will assess the INSI Contribution to Contribution Eligible Project Costs funding based on NPV levels in the presence and absence of the requested INSI Contribution. INSI Contribution amounts above 100% of the total Contribution Eligible Project Costs as defined will not be considered for funding.
- b) The internal rate of return (the “IRR”) is used to estimate the profitability of potential investments. The IRR is a discount rate that makes the NPV of all cash flows from a particular project equal to zero. Develop NS will also utilize IRR to assess proposed project financial viability and the Proponent’s INSI Contribution request.
- c) The INSI Contribution per Housing Unit (\$/per Housing Unit) provided access to high-speed Internet service.
- d) The Proponent Contribution (the “Proponent Contribution”) per Housing Unit (\$/per Housing Unit) provided access to high-speed Internet service.

- e) Comparison of proposal Contribution Eligible Project Costs per Housing Unit (\$/per Housing Unit) to consultant benchmarks by Middle Mile and/or Last Mile Technology (wireline, fixed wireless and satellite).

In its financial assessment of proposal cost and revenue submissions as provided via Template I – “Contribution Eligible Project Costs” and Template II - “Project Revenues and Other Project Costs”, Develop NS will consider the following:

- a) **Study Life and Cash Flow Timing:** The NPV and IRR will be assessed utilizing the provided cost, contribution and revenue cash flows entered as mid year point estimates and a study life that is the sum of the Proponent specified Project Implementation Phase (in whole years) and a 10 year project operations phase.
- b) **Cost of Capital:** An industry weighted average cost of capital will be utilized for the NPV assessment of all proposals.

#### **D.2.14 Project Cost and Revenue Definitions**

##### **1) Contribution Eligible Project Costs Definition**

The Contribution Eligible Project Costs shall be the direct project specific costs, which, in the opinion of the NSIFT, are reasonably and properly incurred or allocated, to the performance of the project, less any applicable credits. Contribution Eligible Project Costs include the following direct costs:

- a) **Direct Labour Costs**, meaning the portion of gross wages or salaries incurred for work which can be specifically identified and measured as having been performed or to be performed on the project and which are identified and measured consistently by the Proponent's cost accounting system in accordance with GAAP, as accepted by the NSIFT.
  - i. The Proponent may claim the direct labour costs for the time worked directly on the project by its employees. The payroll rate is the gross pay of the Proponent's employees (normal periodic remuneration before deductions); and
  - ii. All eligible personnel must be employees on the Proponent's payroll.
- b) **Direct Equipment and Material Costs**, meaning those costs for equipment and materials which can be specifically identified and measured as having been used or to be used in the performance of the project in accordance with the following;
  - i. Equipment and materials may include, in addition to equipment and materials purchased solely for the project and processed by the Proponent, or obtained from subcontractors, any other equipment and materials issued from the Proponent's general stocks charged to the project in accordance with the method as used consistently by the Proponent in pricing inventories; and
  - ii. Equipment and materials purchased solely for the project or subcontracts shall be charged to the project at the net laid down cost to the Proponent, net of any taxes and after deducting trade and cash discounts, if applicable for prompt payment.
- c) **Direct Satellite Capacity Costs**, meaning the portion of the direct purchase or lease of bandwidth or capacity delivered over the physical medium of satellite which can be specifically identified and measured as having been used or to be used in the implementation of the project.
- d) **Direct Travel Costs**, meaning the cost of travel which is deemed necessary to the performance of the project. To be eligible, travel costs must be clearly documented as to the purpose of each trip.

Travel expenses, at economy rates, shall be charged as at actual costs, but only to the extent that they are considered reasonable by the NSIFT.

- e) **Other Direct Costs**, meaning those applicable costs, not falling within the categories of direct labour, direct equipment, direct material, direct satellite capacity, or direct travel costs, but which can be specifically identified and measured as having been incurred or to be incurred in the performance of the project and which are so identified and measured consistently by the Proponent's cost accounting practices as accepted by the NSIFT. This includes labour performed by subcontractors.

Contribution Eligible Project Costs claimed must reflect actual costs incurred by the Proponent and not include any allocation for profit (i.e. mark-up).

These costs shall be determined in accordance with the Proponent's cost accounting system and applied consistently over time. The cost accounting system should clearly establish an audit trail that supports all Contribution Eligible Project Cost claims.

All Contribution Eligible Project Costs shall be included by the Proponent in their financial submissions and shall be included in the NPV assessment of the proposed projects.

## 2) Project Revenues

All direct revenues causal to the project shall be included by the Proponent in their financial submissions and shall be included in the NPV assessment. Project revenues include but are not limited to the following:

- a) Monthly recurring charges for the provision of Internet service;
- b) Monthly recurring charges for the provision of Open Access services; and
- c) Any other revenues directly attributable to the proposed project.

## 3) Other Project Costs

All other causal direct project costs not set out above are deemed not Contribution Eligible Project Costs. Notwithstanding such costs may be reasonably and properly incurred by the Proponent, including any subcontractor third party, in the performance of the project and are to be included by the Proponent in their financial submissions and shall be included in the NPV assessment. Examples of Other Project Costs include:

- a) Operations & maintenance costs including: equipment and facilities repairs, technical support contracts, vehicle rates, network testing equipment and software;
- b) Customer acquisition costs including: sales, marketing and advertising/promotion;
- c) Customer service costs including: customer records, billing, technical support, installation and repair scheduling;
- d) Leasing costs for land and buildings housing equipment. Pole attachment rates;
- e) Rates for interconnection to Middle Mile and/or IXP services;
- f) Measured portion of project consumed unique high cost assets e.g. corner mount construction trucks and spectrum analyzer; and,
- g) Radio licensing and spectrum fees.

#### **4) Non-Project Related Costs**

Costs not causal and incremental to the project are considered to be ineligible non-project related costs and shall not be included in the Project NPV analyses. Some examples include:

- a) Costs to develop the RFP response, business case or supporting documentation;
- b) Existing capital assets including land, buildings, vehicles and other indirect, fixed, and/or capital;
- c) Customer Premise Equipment (CPE) and their installation; and,
- d) General and administration costs.

#### **5) Goods and Services Tax and Harmonized Sales Tax**

Only that portion of the Goods and Services Tax or the Harmonized Sales Tax that is not refundable by Canada Revenue Agency as an Input tax credit or as a rebate can be claimed as Contribution Eligible Project Costs and/or Other Project Costs. Only that portion of the provincial sales tax that is also not refundable by the respective provincial tax authority can be claimed as Contribution Eligible Project Costs and/or Other Project Costs.

#### **6) Credits**

The applicable portion of any income, rebate, allowance, or any other credit relating to any applicable Contribution Eligible Project Costs, received by or accruing to the Proponent, must be credited to the project and subtracted from the Contribution Eligible Project Costs otherwise eligible for reimbursement.

#### **7) Related Parties**

Costs of goods or services (including labour) acquired from parties related to the Proponent, including intermediate third parties, must be valued at the cost to the supplying entity and shall not include any mark up for profit or return on investment and shall not exceed fair market value. The NSIFT might not consider the eligibility of any of these costs unless access is provided to the relevant records of the supplying entity.

#### **D.2.15 Claims Submission and Payment Process**

For projects awarded funding under this RFP, the Successful Proponent shall submit claims to Develop NS for reimbursement (by NSIFT) of the Contribution Eligible Project Costs actually incurred. Claim submissions shall be:

- a) Agreement milestone based. Claims may be submitted for Agreement specified Contribution Eligible Project Costs after the Proponent's fulfillment of and Develop NS's approval of, the specified Agreement milestones. Develop NS reserves the right to negotiate an alternate claims approach;
- b) Submitted no later than forty-five (45) days following the Develop NS's approval of a payment related milestone, excepting the final claim which shall be no later than sixty (60) days following the project completion milestone;

- c) Unless otherwise agreed to by both Parties, submitted electronically using forms and providing itemized details, and supporting documentation as prescribed by Develop NS, as may be reasonable amended by Develop NS from time to time; and,
- d) Certified, in a form satisfactory to the Develop NS, by the chief financial officer (recognized accounting designation required) of the Successful Proponent or other person satisfactory to the Develop NS.

### **1) Payment Procedure**

Develop NS shall review and approve the documentation submitted by the Successful Proponent following the receipt of the Successful Proponent's payment claim(s), or will notify the Successful Proponent of any deficiency in the documentation submitted which the Successful Proponent shall immediately take action to address and rectify. NSIFT shall pay to the Successful Proponent NSIFT's INSI Contribution portion of the approved Contribution Eligible Project Costs less the holdback specified below as supported by the Successful Proponent's claim.

### **2) Final Adjustments**

After the final claim has been received, to Develop NS's satisfaction, Develop NS will carry out a final review and reconciliation of all claims and payments made in respect of the Project and, at Develop NS's sole discretion may conduct an audit as per APPENDIX A. Upon completion of such review and/or audit to Develop NS's satisfaction, Develop NS will make any final adjustments required in these circumstances. If the amount of the INSI Contribution that has been paid to the Successful Proponent exceeds the total amount which the Successful Proponent is entitled to receive, the Successful Proponent shall upon notice, repay NSIFT the amount of any such overpayment.

### **3) Holdback**

NSIFT shall withhold 10%, or other such amount as may be determined in its sole discretion as appropriate, of each INSI Contribution portion of a Contribution Eligible Project Cost claim. NSIFT shall release the holdback no later than 60 days after Develop NS's acceptance of all deliverables and reports required by the Agreement.

### **4) Overpayment**

Any amount, which constitutes an Overpayment (the "Overpayment"), shall be repayable to NSIFT. At NSIFT's discretion, NSIFT shall deduct any Overpayment from subsequent payments of the INSI Contribution, from the amount withheld as a holdback or, if the Overpayment is determined in or after Develop NS's acceptance of all deliverables and reports, the Successful Proponent shall repay the amount to NSIFT within thirty (30) days of receiving written notification by Develop NS. Interest on the Overpayment shall be due and payable upon any amount of the Overpayment not repaid after thirty (30) days of receipt of written notice.

## **D.2.16 Province of Nova Scotia Assets**

### **1) Provincially Owned Assets.**

Upon request and on an as is where is basis, in support of the INSI, the Province will consider requests to provide access to provincially owned and managed assets but does not guarantee that access will be granted. Provincially owned assets include, but are not limited to, the existing Provincial owned communications towers and equipment shelters (see APPENDIX G - LOCATION OF PROVINCIAL TOWERS AND EQUIPMENT SHELTERS for a full list of available sites), Provincial owned buildings, and land access for purpose of new tower and equipment shelter placements.



For the purposes of this RFP, the Contact for Provincial owned communications towers and equipment shelters shall be:

Matt Boyle  
Manager, Field Operations  
Public Safety and Field Communications  
N.S. Dept. of Internal Services  
[Matt.Boyle@novascotia.ca](mailto:Matt.Boyle@novascotia.ca)

For the purposes of this RFP, the Contact for Provincial owned buildings and land shall be:

Stephen MacKenzie  
Director, Real Property Services  
Public Works and Strategic Initiatives  
N.S. Dept. of Transportation and Infrastructure Renewal  
[Stephen.Mackenzie@novascotia.ca](mailto:Stephen.Mackenzie@novascotia.ca)

All site assessment, site and infrastructure modification costs and any ongoing leasing/rental costs for access to provincially owned assets are the responsibility of the Proponent, subject to an agreement to be negotiated between the Proponent and the relevant Provincial department or agency.

## **2) Non-Provincially Owned Assets**

Municipalities, the federal government, First Nations, and other third party organizations operate and control various types of assets, including land, within the province of Nova Scotia. These organizations may be agreeable to providing access to relevant assets in support of a proposed project. It is the Proponent's responsibility to identify, inquire, assess, and secure access to any non-provincially owned assets as part of a proposed project.

### **D.2.17 Environmental Assessment**

Projects funded by the INSI program are subject to the provisions of the *Environment Act* (Nova Scotia) and the *Canadian Environmental Assessment Act, 2012*. Without limiting the scope of the foregoing, the Proponent acknowledges that its project may require an environmental assessment under the *Canadian Environmental Assessment Act, 2012*, and the Proponent commits to undertaking all necessary actions in order to comply with the requirements therein.

### **D.2.18 Aboriginal Consultation**

Where a duty to consult Aboriginal groups arises in relation to the proposed project, the Proponent shall carry out all required consultations. Failure to identify an established or asserted Aboriginal or treaty right that may be affected by the proposed project may result in the disqualification of the Proponent's project proposal.

## **D.3 MATERIAL DISCLOSURES**

### **D.3.1 Eligible Proponent**

An eligible Proponent to this RFP is a pre-qualified corporation, Mi'kmaw Band, or municipality pursuant to the Request for Supplier Qualifications process DNSINS0119.

### **D.3.2 Agreement Security**

The Successful Proponent shall be required to provide agreement security within ten (10) days after execution of a Contribution Agreement. The agreement security shall be in the form of:

- a) A performance bond or equivalent, and
- b) A labour and material bond or equivalent.

Each of the bonds (or equivalent security) shall be in the amount of 50% of the Contribution Eligible Project Costs and in a form acceptable to Develop NS and the NSIFT as further described in APPENDIX A.

### **D.3.3 Insurance**

The Successful Proponent shall be required to provide and maintain, for the term of the Agreements, insurances in forms acceptable to Develop NS and the NSIFT as further described in APPENDIX A.

### **D.3.4 Liability and Indemnity**

The Successful Proponent shall be required indemnify Develop NS and the NSIFT as further described in APPENDIX A.

### **D.3.5 Worker's Compensation Board of Nova Scotia Registration**

A Successful Proponent shall be required to provide proof that they are registered and in good standing with the Worker's Compensation Board of Nova Scotia.

## APPENDIX E – RFP RESPONSE CHECKLIST

### DOCUMENTS TO BE COMPLETED AND ENCLOSED WITH SUBMISSION

- Copies of Bid: 1 original, 4 copies, 1 USB Drive
- Letter of Transmittal
- Executive Summary
- Point-by-Point Response (as prescribed in APPENDIX H)
- APPENDIX B – SUBMISSION FORM
- Bid Security in the form of APPENDIX F
- APPENDIX C – PROJECT COST AND INSI CONTRIBUTION REQUEST
- Map of proposed service coverage area – hard copy
- Map of proposed service coverage area – soft copy (GIS Format)
- Template I – “Contribution Eligible Project Costs”
- Template II – “Project Revenues and Other Project Costs”
- Template III – “Last Mile Internet Access Service Offerings”
- Template IV – “Equipment Detail Requirements”
- Template V – “Housing Unit Spreadsheet”
- Template VI – “Wholesale and Retail Open Access Pricing”

**APPENDIX F – BID SECURITY FORM**

**NOVA SCOTIA INTERNET FUNDING TRUST**

BID BOND

Bond Number: \_\_\_\_\_ Contract Number: \_\_\_\_\_

Amount: \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_

\_\_\_\_\_, as Principal  
(Contractor)

(hereinafter called the "Principal") and \_\_\_\_\_

\_\_\_\_\_, as Surety,  
(Bonding Company)

hereinafter called the "Surety", are jointly and severally held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_, as Obligee, hereinafter called the "Obligee", and  
Her Successors, or its heirs, executors, administrators, successors or assigns as the case may be, in the full  
and just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$) )

of lawful money of Canada, to be paid unto the Obligee, for which payment well and truly to be made, we  
the Principal and the Surety bind ourselves, and each of our respective heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these Presents.

**SIGNED AND SEALED** with our respective seals and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**WHEREAS** the Principal has submitted a written tender to the Obligee, dated the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

for: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**NOW THEREFORE THE CONDITION OF THIS OBLIGATION** is such that if the Principal shall have the said tender accepted within sixty (60) days from the closing date of the tender call, and shall, within ten (10) days after the said tender is accepted, enter into the required contract with the Obligee and furnish to the Obligee a Performance Bond and Payment Bond each in the amount of fifty per cent (50%) of the contract and satisfactory to the Obligee, then this obligation shall be void, BUT OTHERWISE it shall remain in full force and effect.

**PROVIDED HOWEVER,** that the Surety shall not be (a) liable for a greater sum than the specified penalty of this Bond; or (b) liable for a greater sum than the difference between the amount of the Principal's tender and the amount of the tender that is accepted by the Obligee from another party to perform the work if the latter amount should be in excess of the former.

**IN WITNESS WHEREOF** the Principal and the Surety have executed these Presents the day and year first above-written.

**SIGNED, SEALED AND DELIVERED)** in the presence  
of

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

**WITNESS**

**PRINCIPAL**

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

**(Address)**

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

**(Occupation)**

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

**WITNESS**

**SURETY**

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

**(Address)**

\_\_\_\_\_ ) \_\_\_\_\_  
\_\_\_\_\_ ) \_\_\_\_\_

**(Occupation)**

\* **NOTE** Bid Bond Form must designate the Obligee as follows: "NOVA SCOTIA INTERNET FUNDING TRUST"

## APPENDIX G – LOCATION OF PROVINCIAL TOWERS AND EQUIPMENT SHELTERS

Serial	Site	Lat	Long	Elevation (metres)	Twr Ht (metres)
1	Aldersville	44 50 22.09380N	064 30 32.75226W	253	104
2	Barr Settlement	45 07 37.88733N	063 35 30.64226W	198	60
3	Cape Smokey	46 35 47.92431N	060 23 49.92548W	368	36
4	Chaplin	45 12 41.60894N	062 49 52.39558W	203	87
5	Church Lake	44 32 39.97030N	064 36 46.33585W	149	65
6	Cochrane Hill	45 14 44.22925N	062 01 32.56682W	161	74
7	Corberrie	44 16 02.41625N	065 54 08.22547W	102	72
8	Creignish	45 44 22.44532N	061 26 37.17407W	253	51
9	DND (North Mountain)	44 52 34.73281N	065 18 23.75915W	259	99
10	East Kemptville	44 04 44.37028N	065 46 49.20284W	127	79
11	Fairmont	45 40 53.00422N	061 58 42.44749W	230	63
12	Fox Island	45 19 53.69978N	061 05 00.80855W	47	76
13	French Lake	43 39 47.44081N	065 42 14.94245W	68	52.8
14	Garland	45 06 11.24375N	064 45 06.21531W	230	51
15	Granite Village	43 51 32.72463N	064 59 26.81413W	76	80
16	Hammonds Plains	44 43 54.64037N	063 48 03.24812W	149	97.5
17	Hannamville	44 42 43.06949N	065 10 07.85291W	255	73
18	Harmony Ridge	45 20 15.39987N	063 12 08.27058W	195	52
19	Hilden	45 18 35.87565N	063 19 58.82028W	157	50
20	Hunters Mountain	46 06 55.97707N	060 52 56.63150W	186	56.4
21	Italy Cross	44 16 03.95422N	064 33 27.46947W	94	66
22	Jerusalem Hill	44 48 24.95541N	063 10 45.11152W	113	85
23	Kiltarlity	46 13 51.39598N	061 10 39.89015W	332	59.5
24	Kingsburg	44 16 32.73840N	064 16 43.66805W	55	67
25	Kirkhill	45 25 39.89234N	064 22 39.67805W	159	76
26	Liverpool (AKA Great Hill)	44 04 03.88026N	064 43 08.28287W	93	91.4
27	Lundy	45 19 05.71771N	061 28 32.17534W	236	64
28	Marinette	44 58 08.88593N	062 39 50.40443W	141	85.3
29	McLellans Mountain	45 31 58.98357N	062 34 10.02383W	232	77
30	Middle Ohio	43 54 27.53471N	065 23 18.53027W	87	64
31	Millen Mountain	45 08 39.96629N	062 58 54.00779W	185	83
32	Money Point	47 00 40.49016N	060 25 24.69887W	387	44
33	New Chester	45 04 00.45577N	062 15 00.10890W	125	55
34	New Lairg	45 24 58.25074N	062 48 44.63776W	237	56
35	Noel Lake	45 16 26.60959N	063 45 55.06417W	108	80.5
36	North Range Corner	44 29 55.91281N	065 49 56.54052W	135	97.5
37	Nuttby	45 33 12.72881N	063 13 25.03234W	357	60

Serial	Site	Lat	Long	Elevation (metres)	Twr Ht (metres)
38	Oban	45 44 18.59874N	060 54 29.67701W	177	64.9
39	Rear Boisdale	46 03 27.76666N	060 27 20.92942W	212	71.9
40	Rocky Mountain	45 24 20.68607N	062 12 07.70580W	186	122
41	Salem	45 46 24.69899N	064 03 51.68344W	172	66
42	Sand River	45 30 15.20448N	064 44 18.98512W	140	90
43	Sherwood	44 43 12.90401N	064 17 55.52918W	226	78
44	Shubenacadie	45 05 42.77068N	063 23 37.47238W	33	91.4
45	Southampton	45 31 55.41284N	064 10 05.11763W	286	65.8
46	Springfield	44 38 43.36182N	064 53 03.95652W	219	106.6
47	Sugarloaf	45 34 48.98106N	063 48 13.60131W	317	39.6
48	Tiverton	44 23 18.72562N	066 13 23.74547W	78	80
49	Upper Sackville	44 48 14.82367N	063 43 27.14604W	159	56.4
50	Willow Hill	44 56 49.99853N	063 55 54.59409W	223	86
51	Antrim	44 57 44.12007N	063 21 51.40314W	107	42
52	Blind Bay	44 31 42.51815N	063 51 24.89097W	34	42
53	Devon	44 54 41.00801N	063 24 54.00872W	168	42
54	East Loon Lake	45 16 22.87157N	062 42 24.50291W	212	42
55	Harrigan's Cove (Fur Farm)	44 55 11.22202N	062 19 08.56835W	42	42
56	Lindsay Lake	45 02 05.36414N	062 59 49.37351W	174	42
57	Mooseland (River Lake)	44 55 19.93282N	062 45 16.98437W	106	42
58	Pleasant Harbour	44 47 40.77507N	062 43 01.44299W	27	42

Green highlighting denotes composite monopoles

## APPENDIX H – POINT-BY-POINT RESPONSE FORMAT

Proponents shall provide a point-by-point response to each section of Appendix D - RFP Particulars. The response shall address the requirements detailed in Appendix D of the RFP, and provide a corresponding compliance statement the Proponent is offering thereto. The Proponent shall provide the requested information; in the case of a separate attachment (for example completed templates) include the file name. The Proponent shall cite the specific Appendix D section including sub-sections, or subsequent addendum or amendment document, and the response. Restatement of the RFP language is unnecessary. The Proponent shall state that its proposal complies with the stated requirement; that its proposal complies with qualifications; or that it takes exception to the stated requirement. For the purposes of this section:

- “Comply” – means the Proponent’s proposal complies with the stated requirement.
- “Comply with Qualification” – means the Proponent’s proposal complies with the stated requirement as qualified. Proponents must include a detailed explanation of how its proposal as qualified meets the stated requirement.
- “Exception” – means the Proponent’s proposal does not comply with the stated requirement. The Proponent must provide a detailed reason for (i) not complying with the requirement, (ii) the proposed alternate approach, if any, and (iii) what change(s) to the requirements needed by the Proponent(s) so that its proposal will then comply with the requirement as modified.