

TWO-STAGE REQUEST FOR SUPPLIER QUALIFICATIONS

FOR

Professional Services

For

Develop Nova Scotia

RFSQ Number:

DNS-1920-0003



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This **Two-Stage Request for Supplier Qualifications** (the “RFSQ”) is an invitation by Develop Nova Scotia (“Develop NS”) to prospective respondents to **Pre-Qualify** and as may be required to be **Selected**, in accordance with the Evaluation of Responses and Respondent Selection to provide **Professional Services** as further described in the RFSQ Particulars (the “Deliverables”).

It is an exciting time to be in Nova Scotia at the water’s edge. It is where our ocean economy is building. It is where world-class researchers and industry innovate and collaborate to connect with new markets. It is where visitors come to experience and celebrate our maritime culture. It is where our residents, current and future, find inspiration. There is a new momentum in Nova Scotia and at the centre of this energy is “place”. Our place by the sea is our greatest natural advantage. It gives the world a reason to know us, to do business with us and to visit us. It shapes our culture and industry on and off the water’s edge – it always has. The extent to which we are able to harness this natural competitive advantage and develop it sustainably, will determine our future prosperity.

Develop NS is a provincial crown corporation, responsible for the development of strategic economic infrastructure to support inclusive economic growth in Nova Scotia. This includes real property, improvements to land and physical assets with demonstrable, direct and indirect benefits to support strategic sector and population growth.

This RFSQ will cover four categories of professional consulting services:

1. Network Engineering Services (wired, wireless, satellite);
2. GIS Mapping Services;
3. Strategic Telecommunications Services; and
4. Strategic Internet Project Services

Develop NS intends to use the results of this RFSQ to Pre-Qualify and as may be required Select consultants to provide specific professional services for projects up to \$250,000.00. These projects may be multi-phased, covering multiple categories of service.

Capacity to provide, however, does not necessarily equate with size. Develop NS recognizes that both larger and smaller companies can offer specific advantages. Responses from consulting companies of all sizes are highly encouraged.

Consultants may pre-qualify under one or multiple Categories of Service. Onboarding and Pre-Qualification of new potential consultants will be managed as per Onboarding – Expansion of Professional Services List Section 2.12.

1.2 RFSQ Contact

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

Todd Brayman
Develop Nova Scotia Procurement Manager
todd.brayman@developns.ca

Respondents and their representatives are **not** permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Develop NS, other than the RFSQ Contact or their designate, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s response.

1.3 Master Agreement

Selected respondents will be invited to enter into a Master Agreement, as set out in Appendix A (the “Agreement”). The term of the agreement will be commensurate with Develop NS requirements. Extensions of Master Agreements must be agreed to by both parties.

1.4 RFSQ Timetable

Issue Date of RFSQ	4/26/2019
Deadline for Questions	N/A
Submission Deadline Date and Time	N/A
Rectification Period	N/A
Anticipated Execution of Agreement	As may be required

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

1.5 Responses to be submitted on Time and at the Prescribed Location

Responses must be submitted by the Submission Deadline as indicated in the RFSQ Timetable section. While onboarding will form part of this process, only those respondents that are pre-qualified at the time of “call-up” will be considered for consulting opportunities related to this RFSQ. The official logged time of bid submissions will be set by Develop NS, which will be assumed to be correct. RFSQs are to be submitted to/at:

Todd Brayman – Procurement Manager
Develop Nova Scotia
The Cable Wharf, 2nd Floor
2-1751 Lower Water Street
Halifax, NS, B3J 1S5

1.6 Responses to be submitted in Prescribed Manner

Respondents should submit their response in a sealed package, containing four (4) hard copies, one (1) original (identified) and three (3) copies of their response and one (1) electronic copy

saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated. The file name on the electronic copy should include an abbreviated form of the respondent's name and RFSQ title. Label the electronic media with the respondent's name and RFSQ title. If there is a conflict or inconsistency between the hard copy and the electronic copy of the response, the hard copy of the response 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. Proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

Responses should be prominently marked with:

- (a) the RFSQ title (see RFSQ cover); and
- (b) the full legal name and return address of the respondent

Develop NS will not accept responses submitted by fax, email, or any other electronic means.

1.7 Pricing Response

Respondents are to include a pricing response that is comprised of a completed Appendix C Submission Pricing Form saved electronically as an MS Excel file. The file name on the electronic copy of the Submission Pricing Form should include an abbreviated form of the proponent's name and RFSQ#.

1.8 Amendment of Responses prior to Submission Deadline

Respondents may amend their responses by submitting the amendment in a sealed package prominently marked with the RFSQ title and the full legal name and return address of the respondent to the location set out above. Any amendment should clearly indicate which part of the response the amendment is intended to amend or replace. Any amendments received after the time of "call-up" will not be considered.

1.9 Withdrawal of Responses

At any time while this RFSQ remains valid, a respondent may withdraw a submitted response. To withdraw a response, a notice of withdrawal must be received by the RFSQ Contact and must be signed by an authorized representative of the respondent. Develop NS is under no obligation to return withdrawn responses.

[End of Part 1]

PART 2 – EVALUATION OF RESPONSES

2.1 Stages of Evaluation

Develop NS will conduct the evaluation of responses in the following six stages:

Respondent Pre-Qualification

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pre-Qualification

and as may be required:

Respondent Selection

Stage IV: Mandatory Submission Requirements

Stage V: Evaluation

Stage VI: Award

2.2 Stage I – Pre-Qualification Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all mandatory submission requirements. If a response fails to satisfy all mandatory submission requirements, Develop NS will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. Respondent submissions will not be considered for further evaluation until all rectification requirements have been met. It is the responsibility of the respondent to ensure all rectification requirements have been received by Develop NS.

The pre-qualification mandatory submission requirements are as follows:

2.2.1 Submission Form

Each response must include a Submission Form Appendix B completed and signed by an authorized representative of the respondent.

2.2.2 Submission Pricing Form

Each response must include a Submission Pricing Form Appendix C completed according to the instructions contained in the form.

2.2.3 Consultant Cover Letter and Resume

Each response must include cover letter and resume. For organizations looking to pre-qualify multiple consultants, cover letters and resumes for each person under consideration is to be provided.

2.3 Stage II – Pre-Qualification Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFSQ for all Service Categories. Respondents who do not meet a minimum threshold score as identified below will not proceed further in the Pre-Qualification process.

Rated Criteria Category		Weight (Points)	Threshold (Min)	Score
Consultant Profile (Appendix D)	Senior	45	15	
	Intermediate	30		
	Junior	15		
Relevant Experience - Cover/Resume		40	30	
References (5 points per max)		15	N/A	
Total		100	50	

2.3.1 Rated Criteria

Develop NS will evaluate each compliant response on the basis of the rated criteria as set out in the RFSQ Particulars (Appendix D).

2.4 Stage III – Pre-Qualification

Based on Stage I and Stage II evaluations, Develop NS intends to Pre-Qualify all respondents for each proposed Category of Service requested and under which they meet the requirements.

Successful respondents will be added to a list of consultants eligible for “call up,” which is the invitational second-stage competitive process. Successful respondents will be engaged as needed for the procurement of the Deliverables. The “call up” procedure is set out in (Appendix E).

2.5 Stage IV – Respondent Selection Mandatory Submission Requirements

The Respondent Selection mandatory submission requirements are as follows:

2.5.1 References (submitted with original proposal)

Each response must include three professional references (written and signed by the originator) highlighting the quality of consultation services provided in the Categories of Service being sought for pre-qualification

2.5.2 Proof of Insurability (submitted with original proposal)

Each response must include copies of current insurances held and a statement indicating the willingness to accept the requirements of Para D.6 – Liability, Indemnity, and Insurance.

2.5.3 Consultant Profile / Relevant Experience / Project Plan

At the time of potential “call-up” Develop NS will contact short-listed consultants and confirm their interest and availability. Interested short-listed consultants will be provided a Project Description and by extension will be requested to provide a Project Plan (three-page maximum). The Project

Plan will describe how they would approach the consultation task required by the Project, how their specific profile and experience relates to the Project Description, and a projected value of the services required to complete required consultative services. Pricing should be based on values identified within their respective RFSQ submission and or previously received Proposal Amendment. Pricing increases (hourly rates) amended at time of “call-up” may, at the sole discretion of Develop NS, be considered grounds for proposal disqualification.

2.6 Stage V – Respondent Selection Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFSQ for all Categories of Service. Respondents who do not meet a minimum threshold score as identified below will not proceed further in the Selection process.

Rated Criteria Category	Weighting (Points)	Minimum Threshold
Consultant Profile	25	15
Relevant Experience	25	15
Project Plan	20	N/A
Sub-Total A	70	55
C.3.1 Pricing	30	N/A
Total Points	100	70

2.6.1 Rated Criteria

Develop NS will evaluate each compliant response on the basis of the rated criteria as set out in the RFSQ Particulars (Appendix D).

2.7 Stage VI – Award

After the completion of Stage V, each proponent will be ranked based on its total score. The top-ranked proponent will receive a written invitation to enter direct contract negotiations to finalize an agreement with Develop NS. Upon finalization of the Master Agreement with Develop NS, the proponent shall thereafter be known as the successful Proponent.

2.8 Consecutive Negotiations Process

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFSQ process and will not constitute a legally binding offer to enter into a contract on the part of Develop NS or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) 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 for improved pricing or performance terms from the Proponent. The selected proponent will be required to present any requested changes to the agreement upon commencement of the Consecutive Negotiations Process.

2.9 Time Period for Negotiations

Develop NS intends to conclude negotiations and finalize an agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date Develop NS invites the top-ranked proponent 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. The contract negotiation timeline will be set, and may be amended, at the sole discretion of Develop NS. Potential changes will be identified during the Consecutive Negotiations Process. Develop NS is not obligated to entertain further changes following the conclusion of this phase.

2.10 Failure to Enter into a Master Agreement

If the top-ranked proponent and Develop NS cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, Develop NS may, upon notice, discontinue negotiations with the top-ranked proponent and may invite the second ranked proponent to enter into negotiations. This process shall continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until Develop NS elects to cancel the “call-up” process.

2.11 Notification to Other Short-listed Proponents

Once an agreement is finalized and executed by Develop NS with a proponent, other proponents will be notified in writing.

2.12 Onboarding – Expansion of Professional Services List

This RFSQs will be re-issued 12 months after the initial Pre-Qualification. Both new and previously disqualified respondents may submit responses to Pre-Qualify under one, multiple, or all Categories of Service at that time.

New and previously disqualified respondents may also submit responses to Pre-Qualify under one, multiple, or all Categories of Service at any time between the release of subsequent RFSQs. Notifications of Pre-Qualification will be made within 30 calendar days of completed evaluation.

Already Pre-Qualified consultants may submit new proposals to Pre-Qualify under additional Categories of Service or amend proposals, as per Para 1.5 - Amendments to Responses, already Pre-Qualified under.

Subject Category of Service list may be expanded, at the sole discretion of Develop NS, by way of addendum as may be required to support ongoing Develop NS projects and initiatives.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFSQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents shall structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made in a response should reference the applicable section numbers of this RFSQ.

3.1.2 Language

All responses are to be in English.

3.1.3 No Incorporation by Reference

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

3.1.4 References and Past Performance

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

3.1.5 Information in RFSQ Only an Estimate

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

3.1.6 Respondents to Bear Their Own Costs

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

3.1.7 Response to be retained by Develop Nova Scotia

Develop NS will not return the response, or any accompanying documentation submitted.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

Develop NS makes no guarantee of the value or volume of work to be assigned to the successful respondent. The Agreement 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 services from resources within Develop NS or Province of Nova Scotia.

3.2 Communication after Issuance of RFSQ

3.2.1 Respondents to Review RFSQ

Respondents shall promptly examine all of the documents comprising this RFSQ and may direct questions or seek additional information from Develop NS. No such communications are to be directed to anyone other than the RFSQ Contact. Develop NS is under no obligation to provide additional information and Develop NS shall not be responsible for any information provided by or obtained from any source other than the RFSQ Contact. It is the responsibility of the respondent to seek clarification from the RFSQ Contact on any matter it considers to be unclear. Develop NS shall not be responsible for any misunderstanding on the part of the respondent concerning this RFSQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFSQ 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 RFSQ, such information will be communicated by addendum through the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for reviewing all addenda issued by Develop NS.

3.2.3 Addenda and Submission Deadline

As this process will result in an ongoing Two Stage RFSQ (roster system) no deadline for addenda will be established.

3.2.4 Verify and Clarify

During the evaluation process, Develop NS may request further information from the respondent or third parties to verify or clarify the information provided in the respondent's response, including but not limited to clarification with respect to whether a response meets the Mandatory Requirements set out in the RFSQ Particulars (Appendix D). Develop NS may revisit and re-evaluate the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification of Respondents

Respondents pre-qualified by Develop NS in accordance with the process set out in the Respondent Pre-Qualification Evaluation will be so notified by Develop NS in writing and on the Nova Scotia Procurement Web Portal.

Respondents Short-Listed by Develop NS for potential Selection in accordance with the Respondent Selection Evaluation will be so notified by Develop NS in writing. Respondents Selected by Develop NS in accordance with the Respondent Selection Evaluation will be so notified by Develop NS in writing and on the Nova Scotia Procurement Web Portal.

3.3.2 Notification to Other Respondents

Once successful respondents have been notified, other respondents notified as having been under consideration will be notified by Develop NS of the outcome of the evaluation process in writing

3.3.3 Debriefing

Respondents may request a debriefing regarding process outcomes once notified of subject result. All requests must be made to the RFSQ Contact in writing and must be made within sixty (60) days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.4 Supplier Complaint Procedure

If a respondent wishes to file a complaint in regard to the RFSQ process, **after a respondent debriefing**, it must provide written notice to the RFSQ 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.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

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

3.4.2 Disqualification for Prohibited Conduct

Develop NS may disqualify a respondent, or terminate an Agreement entered into if Develop NS, in its sole and absolute discretion, determines that the respondent has engaged in any conduct prohibited by this RFSQ.

3.4.3 Prohibited Respondent Communications

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

3.4.4 Respondent not to Communicate with Media

A respondent may not at any time directly, or indirectly, communicate with the media in relation to this RFSQ or any Agreement entered into pursuant to this RFSQ without consent of Develop NS, and then only in coordination with Develop NS.

3.4.5 No Lobbying

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

3.4.6 Illegal or Unethical Conduct

Respondents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents 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; submitting responses 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 RFSQ.

3.4.7 Rejection of Bids

Develop NS 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 Consultant to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by Develop NS, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) Develop NS' past experience with the bidder within the last 18 months for similar or related services

3.5 Confidential Information

3.5.1 Confidential Information of Develop NS

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

- (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 RFSQ and the performance of the Agreement for the Deliverables; and
- (c) must not be disclosed without prior written authorization from Develop NS
- (d) must be returned by the respondent to Develop NS immediately upon request of Develop NS

3.5.2 Confidential Information of Respondent

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

3.5.3 Personal Information International Disclosure Protection Act

The '*Personal Information International Disclosure Protection Act*' (PIIDPA), creates obligations

for the Government of Nova Scotia 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>

3.6 Governing Law and Interpretation

These Terms and Conditions of the RFSQ Process:

- (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 Develop NS; 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 III]

APPENDIX A – FORM OF AGREEMENT

A.1 Standard Services Contract for Government

The Standard Services Contract Form for Government is available online at:

[Form Of Agreement | Procurement | novascotia.ca](#)

APPENDIX B – SUBMISSION FORM

B.1 Respondent Information:

Please fill out the following form, naming one person to be the respondent’s contact for the RFSQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent 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 Offer

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a response, the respondent agrees and consents to the terms, conditions, and provisions of the RFSQ, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith.

B.3 Mandatory Forms

The Respondent encloses as part of the response the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Appendix B - Submission Form	
Appendix C – Submission Pricing Form	
Consultant Cover Letter and Resume	
Three Professional Reference (3)	
Current Insurance Documents	

B.4 Addenda

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

B.5 No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFSQ.

B.6 Conflict of Interest

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

- (a) In relation to the RFSQ process, the respondent 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 in the preparation of its response that is not available to other respondents;
 - (ii) communicating with any person with a view to influencing preferred treatment in the RFSQ process (including but not limited to the lobbying of decision makers involved in the RFSQ process); or
 - (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFSQ process or render that process non-competitive or unfair
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the respondent’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.

Respondents 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 response; **AND** were employees of Develop NS within twelve (18) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that:

- (a) There was no Conflict of Interest in preparing its response; and

(b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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

The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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

B.7 Disclosure of Information

The respondent hereby agrees that any information provided in this response, 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 respondent hereby consents to the disclosure, on a confidential basis, of this response by Develop NS to the advisers retained by Develop NS to advise or assist with the RFSQ process, including with respect to the evaluation of this response.

I have the authority to bind the respondent.

Signature of Witness

Signature of Respondent

Name of Witness

Name of Respondent

Title of Respondent

Date

APPENDIX C – SUBMISSION PRICING FORM

C.1 Instructions on How to Complete Submission Pricing Form

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

Rates quoted by the respondent shall be all-inclusive and shall include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

Respondents are not to alter or add information to the form.

Rates quoted must remain firm for the period of the RFSQ or be amended prior to time of “call-up.”

In order to ensure that fair and competitive hourly rates are received for each of the positions listed, the following requirement must be strictly adhered to:

- (a) Respondents must provide an hourly rate for each listed position. In the event that the firm consists of fewer resources than listed, provide an hourly rate that corresponds with each position listed;
- (b) the hourly rate provided must be equal to or greater than the hourly rate provided for the position listed below it. For example, if the firm does not have an Intermediate Resource, the hourly rate provided must be equal to or greater than the hourly rate provided for the Junior Resource;
- (c) the hourly rate for any given category of resource cannot be \$0 or nil value; and
- (d) failure to insert an hourly rate for each position listed will render your response non-responsive.

There will be no extra payment made for overtime.

C.2 Submission Pricing Form

Organization Name				
Respondent Name				
Respondent Signature				
Date				
		Consultant Hourly Rate		
Service Category		Senior	Intermediate	Junior
Network Engineering	Wired			
	Wireless			
	Satellite			
GIS Mapping				
Strategic Telecommunications				
Strategic Internet Project				

If volume of consultative services may lead to “Volume Discounts”, price points and value of reduced pricing should be provided. A mirror Submission Pricing Form is to be included for each potential point of price reduction.

If value of consultative services may lead to “Percentage Discounts”, price points and value of reduced pricing should be provided.

APPENDIX D – RFSQ PARTICULARS

D.1 The Deliverables

Develop NS requires consultants with the capacity to provide consulting services for single or multi-phased projects that may span multiple Categories of Service. Capacity, however, does not necessarily equate with size. Develop NS recognizes that both larger and smaller companies can offer specific advantages. Responses from consulting companies of all sizes are highly encouraged.

Develop NS has divided the required environmental consulting services into four Categories of Service:

1. Network Engineering Services (wired, wireless, satellite);
2. GIS Mapping Services; and
3. Strategic Telecommunications Services;
4. Strategic Internet Project Services

Consultants will be eligible to be called up for two types of project, depending on the anticipated scope:

1. Single Category (Single Category of Service); and
2. Cross-functional (Multiple Categories of Service)

D.2 General

In circumstance where more than one consultant may be required from a single organization, the organization must provide a single point of contact to oversee all consultants being contracted for within the Master Agreement. This point of contact is to serve as Develop NS' single point of contact for the Project. Each consultant must be evaluated for both Pre-Qualification and potential Selection.

D.3 Reporting

Consultants must be prepared to implement a formal process for communication and progress reports based on Project Definition. Reporting requirements will be defined during the "call-up" process.

D.4 Invoicing

Invoices shall be submitted monthly to Develop NS. At the start of a project, a draft invoice shall be submitted to Develop NS for approval.

D.5 Changes in Resources

Should the Consultant need or want to replace a proposed resource, approval must first be requested by the Consultant to Develop NS. All proposed replacement resources are subject to review and prior written approval of Develop NS. A replacement resource must have equal years, or more of relevant experience than the resource they are replacing.

D.6 Material Disclosures

Liability, Indemnity, and Insurance

Upon entering into an Agreement, Consultant must provide proof of insurance that meets the following minimum requirements:

The Consultant shall indemnify and hold harmless the Minister, his employees and agents, from any and all claims, demands, actions and costs whatsoever for which the Consultant is legally liable that may arise, directly or indirectly out of any negligent act or omission of the Consultant, his sub-Consultants, Sub-Contractors or his or their employees or agents, in the performance of the work under this Agreement. The Consultant shall at his cost maintain and pay such insurance and assessments as will protect the Consultant and Minister from any claims of bodily injury, personal injury, sickness or disease, including death, or property damage which may arise from operations under this Contract.

The limits of such insurance shall be not less than \$5,000,000 on an occurrence (not claims made) basis except where noted below.

Coverage for protection from claims that may arise under the Worker's Compensation Act. Insurance coverage shall include:

Commercial General Liability (CGL) insurance with limits not less than \$5,000,000 each occurrence covering premises and operations liability, with extensions of coverage to include:

- (a) The Minister as an Additional Insured (copy of endorsement to be included/attached to certificate of insurance);
- (b) cross Liability Clause;
- (c) contractual Liability;
- (d) employers Liability;
- (e) contingent Employers Liability;
- (f) broad Form Property Damage;
- (g) contractors Protective Liability;
- (h) non-Owned Automobile Liability; and
- (i) completed Operations Liability to be maintained for a period of not less than (12) months after submission of the final report.

Endorsement confirming coverage being applicable to the specific work and CGL aggregate limit of not less than \$5,000,000 shall apply separately to the specific project. Develop NS may request a copy of the complete insurance policy applicable to the specific work over and above the endorsement and certificate of insurance submitted. Professional Liability in an amount not less than \$5,000,000 (may be on a claim made basis) and \$5,000,000 annual aggregate insuring his liability for errors and omissions in the performance of professional services including all consultants. Such insurance is to be maintained for a period of twelve (12) months after the date of acceptance of the final report. At the end of the project submit a revised copy of the insurance certificate, including endorsement, to cover the twelve (12) months after completion.

Automobile Liability insurance for all licensed vehicles owned, leased or operated by the Consultant in an amount of not less than \$2,000,000.

All insurance policies shall be endorsed to provide a minimum advance written notice of not less than 30 days, in the event of cancellation, termination or reduction in coverage or limits, such notice to be made by the Insurer to the Minister. Ensure when submitting the insurance documentation that the job number and name are clearly noted on the certificate (including endorsement) and policy and the Develop NS contact person is clearly noted. Develop NS reserves the right to change the scope of work and the insurance requirements if the scope change warrants additional insurance coverage.

While Develop NS reserves the right and sole discretion to disqualify a respondent who does not have appropriate insurance coverages, project scope and consultative work may not require the full range of coverages as listed. In this case, changes may be negotiated within the Master Agreement framework. Develop NS is the sole authority for any changes related to the coverages listed herein.

All such insurance shall be maintained until final completion and acceptance of the Work.

D.7 Travel Expenses

Travel expenses will be reimbursed in accordance with Provincial Government standards. All such expenses must have prior approval from the Develop NS.

<https://www.novascotia.ca/treasuryboard/manuals/PDF/200/22601-06.pdf>

Expenses connected with travel of resources in order for them to work under the RFSQ Roster System are the responsibility of the consultant, *i.e. if resources are based outside Nova Scotia, you must absorb the cost of bringing them to Nova Scotia for work on a call-up project.*

Travel expenses are included in the \$250,000 cap on individual Project value.

D.8 Relevant Experience, Education, Qualifications and Qualities

COMMON

- Demonstrated proactive self-starter. Ability to identify process improvement opportunities and follow through with improvement initiatives from identification to completion.
- Willingness to work overtime to meet tight deadlines in both a collaborative and independent (minimal supervision) manner
- Ability to manage multiple priorities in a fast-paced environment
- Advanced communication, presentation and writing skills
- Advanced knowledge of Microsoft Office Suite including Excel, Word and Power Point
- Ability maintain the confidentiality of sensitive business matters
- Experience in business case analysis
- Experience in budget preparation and reporting

CONSULTANT STATUS (SENIORITY)

	Senior	Intermediate	Junior
Mandatory Years' Related Experience	10 Plus	5 to 10	2 to 5
Education (Relevant to Service Category)	Undergraduate Degree	Undergraduate Degree	Diploma
Certification (Network Engineering Only)	P Eng	P Eng	N/R
Years' Related Experience In lieu of Education and or Certification	15 Plus	10 Plus	N/A

Educational Preferences:

- (a) Network Engineering – Electrical or Mechanical Engineering
- (b) GIS Mapping – Geomatics or related field
- (c) Strategic Telecommunications – Relevant Area of Strategic Advice
- (d) Strategic Internet Project – Relevant Area of Strategic Advice

NETWORK ENGINEERING SERVICES (WIRED, WIRELESS, SATELLITE)

- Outside Plant Engineering (Coax and/or Fibre)
- Internet Network Planning
- Wireless Internet technologies
- Satellite Internet technologies
- Network Traffic Engineering
- Carrier grade Internet protocols (MPLS and Carrier Ethernet)

- Knowledge of relevant CRTC, Municipal and Provincial regulations (Internet QOS, Open Access requirements and appropriate Outside Plant and build standards)
- Knowledge of Computer Assisted Design Software CAD

GIS MAPPING SERVICES

- Ability to maintain up-to-date technical skills with changing soft-ware and technology
- Computer-Aided Drafting proficiency using up-to-date software technology (such as Bentley, Auto CAD) for digital mapping of parcel fabric, street segments, and other geographic features
- Geographical Information System proficiency using up-to-date software technology (such as Manifold, ESRI, Intergraph) for building, maintaining, and analyzing GIS data
- Web GIS ability using up-to-date software technology (such as Autodesk MapGuide, Manifold IMS, Arc IMS) for moving GIS data and functionality to the Internet
- Database Management: Microsoft Access, SQL Server, or Oracle for building, maintaining, and analyzing attribute databases for geographic features
- Programming: SQL programming; experience with Transact-SQL, HTML, XML, JavaScript, AJAX, Visual Basic, and/or ColdFusion is an asset
- Communication and interpersonal skills to discuss complex information with courtesy and tact
- Mental and visual effort to formulate ideas and input data
- Fine motor skills required for entering, up-dating and drafting GIS data

STRATEGIC TELECOMMUNICATIONS SERVICES

- Held Senior roles in telecommunications related organizations (**Mandatory**)
- High level understanding of how internet networks are developed and deployed in Atlantic Canada
- Understanding of how business models are created within internet service providers
- Experience working with various levels of government

STRATEGIC INTERNET PROJECT SERVICES

- Led or managed internet or telecom related projects (**Mandatory**)
- High level understanding of how internet networks are developed and deployed
- Experience with procurement, related to telecom/internet projects
- Understanding of how business models are created within internet service providers
- Knowledge of relevant project (financial) contribution and contribution agreement processes
- Experience working with various levels of government

D.9 Rated Requirements

Respondents who do not meet a minimum threshold score for a category will not proceed further

in the evaluation process.

D.10 Company Profile

If the submission is made on behalf of a Company, in no more than two pages explain how organizational experience, Corporate Vision and Mission, and support of staff efforts align with the Develop NS organizational mandate and, the Service Categories being sought for Pre-Qualification and Selection.

D.11 Consultant Cover Letter and Resume

Regardless of if the submission is made on behalf of a Company or Sole Proprietor, a cover letter and resume is required for each consultant seeking Pre-Qualification and potential Selection through this RFSQ. If the submission is made on behalf of a sole proprietor, ensure the cover letter explains how individual experience, Professional Values and Work Ethic align with the Develop NS organizational mandate and, the Service Categories being sought for Pre-Qualification and Selection.

APPENDIX E: CALL UP

E.1 Call Up Requirements

Develop NS will initiate a “call up” as may be required to support ongoing projects and or initiatives. Pre-Selection is not a guarantee of potential Selection and or volume or value of work.

E.2 Estimated Dollar Value

The estimated dollar value determines how many consultants are called up. There are three-dollar thresholds:

- (a) \$49,999 and below
- (b) \$50,000 to \$99,999
- (c) \$100,000 and over

E.3 Anticipated Scope

The anticipated scope determines the type of project:

- 1. Single Category (work falls within one category of service); and
- 2. Cross-functional (work falls across multiple categories of service)

E.4 Call Up Table

At the time of potential “call-up” Develop NS will shortlist as per the Call-Up Table – Threshold Matrix. Develop NS will contact short-listed consultants and confirm their interest and availability. Potential Selection will follow – only consultants meeting the seniority requirements identified in the Project Description will be short-listed at time of “call-up.”

Anticipated Scope	Call-Up Threshold		
	\$49,999 and Below	\$50,000 to \$99,000	\$100,000 and Over
Single Category	Single consultant meeting seniority requirements invited from requisite Service Category	Three consultants meeting seniority requirements invited from requisite Service Category	All consultants meeting seniority requirements in the Service Category are invited
Cross-Functional	Single consultant meeting seniority requirements invited from all relevant Service Categories	Three consultants meeting seniority requirements invited from all relevant Service Categories	All consultants meeting seniority requirements in the relevant Service Categories are invited

Consultants already committed to projects under one or more required Category of Service may **not** double-book individual staff or sub-consultants

E.5 Purchase Order

In all cases, a Consultant must receive an official Purchase Order prior to starting any work.