

REQUEST FOR SUPPLIER QUALIFICATIONS FOR THE

Internet for Nova Scotia Initiative

For Develop Nova Scotia

(Pre-Qualification)

RFSQ Number: DNS-1920-0012



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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Supplier Qualifications (“RFSQ”) is a second invitation by Develop Nova Scotia (“Develop NS”) on behalf of the Trustees of the Nova Scotia Internet Funding Trust (the “Trust”) to prospective respondents to qualify for receipt of a potential subsequent solicitation to be issued by Develop NS for the provision of High Speed Internet Infrastructure and Services (the “Project”) throughout rural Nova Scotia as further described in the RFSQ Particulars (Appendix B) (the “Deliverables”).

Proponents already prequalified under DNSINS0119 remain as prequalified for subsequent solicitations and do not need to respond to this process.

1.1.1 Background & Purpose

In its “Budget 2018-19 Stronger Services and Supports - Government Business Plan” the Province of Nova Scotia created the Nova Scotia Rural Internet Funding Trust with an investment of approximately \$193 million.

The Province of Nova Scotia reached the conclusion that provincial investment was required based on studies prepared on its behalf by Brightstar Canada¹ ²that 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 rural Nova Scotia’s³ unserved and underserved homes and businesses.

As a provincial crown corporation, Develop NS is 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 Nova Scotia Internet Funding Trust to plan, design and manage the implementation of the Rural Internet Strategy for Nova Scotia (“Rural Internet Strategy”). This Rural Internet Strategy includes a modern High-Speed Internet infrastructure that is intended to provide access to High Speed Internet services to more than 95% of rural Nova Scotia’s homes and businesses. To date, the first of multiple Request for Proposals (RFPs) has launched with the goal of initial contracts being negotiated and connection opportunities being established in 2019 and early 2020. In order to ensure service coverage goals are met this prequalification process is being initiated to ensure best value is delivered to rural Nova Scotia’s residences by seizing on new and emerging technologies and service providers.

1.1.2 Respondent Eligibility

An Eligible Respondent to this RFSQ shall be:

- (a) a corporation or an incorporated Municipal Government⁴ or a Mi’kmaw Band⁵ that builds, owns and operates broadband infrastructure (an “ISP Respondent”); or

¹ Brightstar Canada, “Nova Scotia Department of Business Middle Mile Strategy”, March 2018,

² Brightstar Canada, “Nova Scotia Department of Business Last Mile Strategy”, May 2018.

³ In this context “rural Nova Scotia” is defined as all populated areas outside of urban Halifax and Sydney.

⁴ As defined in the Municipal Government Act of Nova Scotia

⁵ For the purposes of this RFSQ, “Mi’kmaw Band” means a band council located in Nova Scotia within the meaning of section 2 of the Indian Act (Canada) or an Indigenous government authority located in Nova Scotia established in accordance with federal law or policy of Canada.

- (b) a Municipal Government or a Mi'kmaw Band ("Non-ISP Respondent") that enters into a contractual relationship with a corporation to build, own and operate the Project broadband infrastructure ("Contracted ISP")

A successful respondent to any subsequent solicitation to be issued by Develop NS on behalf of the Trust for the potential provision of Rural High Speed Internet Infrastructure and Services shall enter into a Contribution Agreement with Develop NS and or the Trust in compliance with the solicitation requirements as anticipated herein (Appendix B, "The Deliverables"). It is the intent of Develop NS that the Contribution and Service Delivery Agreements will be entered into with entities that will build, own and operate the Project Infrastructure and provide the Project Services to homes and businesses in compliance with, and over the term of the Contribution and Service Delivery Agreements. Non-ISP Respondents must ensure their Contracted ISP is willing to be a party to the Contribution and Service Delivery Agreements with Develop NS and or the Trust and the Non-ISP Respondent.

An Eligible Respondent may, as the primary respondent and as the party that would enter into a Contribution and Service Delivery Agreement with Develop NS and or the Trust, submit a response on behalf of a partnership.

Individuals, as well as federal and provincial governments and their departments, agencies boards and commissions, Crown corporations and special operating agencies, are ineligible for funding from the Trust as respondents to a RFP or as members of a respondent partnership, joint venture or consortium. These ineligible organizations may participate in a proposal from an Eligible Respondent as a contributing funding source.

1.2 RFSQ Contact

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

Todd Brayman

Develop Nova Scotia

Procurement Manager

Old Red Store, Historic Properties

Suite 301 – 1875 Upper Water St.

Halifax, NS B3J 1S9

c: 902 219-3462

e: 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 Prequalification Process

Responses will be evaluated in accordance with the evaluation process set out in Part 2 of the RFSQ. Based on the evaluation of responses, certain respondents will be selected for inclusion on a prequalified supplier list of suppliers that are eligible to participate in a potential invitational second-stage competitive process for the potential provision of the Deliverables to Develop NS.

1.4 RFSQ Timetable

| | |
|------------------------------|-------------------|
| Issue Date of RFSQ | 21 August 2019 |
| Respondent's Conference | TBD |
| Deadline for Questions | 18 September 2019 |
| Deadline for Issuing Addenda | 25 September 2019 |
| Submission Deadline Date | 2 October 2019 |
| Submission Deadline Time | 2:00 PM ADT |
| Rectification Period | 5 |

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

1.5 Submission of Responses

1.5.1 Responses to be submitted at the Prescribed Location

Responses must be submitted at:

Develop Nova Scotia
Procurement Manager
Old Red Store, Historic Properties
Suite 301 – 1875 Upper Water St.
Halifax, NS B3J 1S9

1.5.2 Responses to be submitted on Time

Responses must be submitted by the Submission Deadline as indicated in RFSQ Timetable section. Responses submitted after the Submission Deadline will be rejected. Develop NS' logged time of bid submissions will be assumed to be correct.

1.5.3 Responses to be submitted in Prescribed Format

Respondents should submit their response in a sealed package, containing four (4) hard copies (one (1) original (annotated as such) 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. Similarly, unless specifically requested in this solicitation document, 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 facsimile transfer, email, or any other electronic means.

1.5.4 Amendment of Responses prior to Submission Deadline

Respondents may amend their responses prior to the Submission Deadline 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 Submission Deadline will not be accepted.

1.5.5 Withdrawal of Responses

At any time throughout the RFSQ process, 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 two stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which responses comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, Develop NS will issue the respondent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response 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 No Amendment to Forms

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

2.2.2 Submission Form (Appendix A)

Each response must include a Submission Form (**Appendix A**) completed and signed by an authorized representative of the respondent. **Respondent must include all pages of Appendix A - Submission Form to be considered compliant.**

2.2.3 Other Mandatory Submission Requirements

Each response must include the following submission requirements. Refer to Appendix B – Section B.3 for details.

| |
|---|
| B.3.1 Proposal Security Commitment Letter |
| B.3.2 Statement of Insurability |
| B.3.3 Proof of Financial Capacity |
| B.3.4 Liability and Indemnity Requirements Confirmation |

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

Develop NS will review the responses to determine whether the mandatory technical requirements set out in Section B.3 of the RFSQ Particulars (Appendix B) have been met. Questions or queries on the part of Develop NS as to whether a response has met the mandatory technical requirements shall be subject to the verification and clarification process set out in Part 3.

| Mandatory Technical Requirements | Weight/Value |
|---|---------------------|
| B.3.1 Proposal Security Commitment Letter | Pass/Fail |
| B.3.2 Statement of Insurability | Pass/Fail |
| B.3.3 Proof of Financial Capacity | Pass/Fail |
| B.3.4 Liability and Indemnity Requirements Confirmation | Pass/Fail |

2.3.2 Rated Criteria

Develop NS will evaluate each compliant response on the basis of the rated criteria as set out in Section B.4 of the RFSQ Particulars ([Appendix B](#)). The following is an overview of the categories and weighting for the rated criteria of the RFSQ. Respondents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

| Rated Criteria Category | Weighting (Points) | Minimum Threshold |
|-------------------------------------|---------------------------|--------------------------|
| B.4.1 Experience and Qualifications | 50 points | 35 |
| B.4.2 References | 30 points | N/A |
| B.4.3 Sustainability | 10 points | N/A |
| B.4.4 Health and Safety | 10 points | N/A |
| Total Points | 100 points | 70 |

2.4 Selection

Those Respondents meeting the Mandatory Submission Requirements and receiving the minimum threshold score of 70 points for the Rated Criteria and that have not been otherwise disqualified, will be eligible to receive and bid on any future RFPs for the potential provision of Rural High Speed Internet Infrastructure and Services throughout rural Nova Scotia.

[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 should structure their responses in accordance with the instructions in this RFSQ. Where information is requested in this RFSQ, any response made should reference the applicable section titles 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 or issued by way of addenda. Any quantities shown or data 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 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 demonstrations.

3.1.7 Response to be retained by Develop NS

Develop NS will not return the bid, or any accompanying documentation submitted by a respondent.

3.1.8 Third Party Assistance with Evaluation

Develop NS reserves the right to engage, as necessary, subject matter experts as advisors/consultants to assist with the evaluation of submissions and to provide technical guidance. The assignment by Develop NS of any one or more of these advisors/consultants will be at Develop NS' sole and absolute discretion. Develop NS may use any such advisors/consultants in any way it, in its discretion, considers necessary.

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by Develop NS to purchase any goods or services from any respondent. While Develop NS intends to conduct an invitational second-stage

competitive process for the procurement of the Deliverables, it is under no obligation to do so and Develop NS may, in its sole and absolute discretion, choose not to proceed with a second-stage competitive process for the procurement of the Deliverables. Develop NS makes no guarantee of the value or volume of Deliverables that may be required. Any agreement entered into pursuant to an invitational second-stage competitive process 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 internally.

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 in writing by email to the RFSQ Contact on or before the Deadline for Questions. Develop NS is not obligated to respond to questions or comments received after the Deadline for Questions has passed. 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 on 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 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.

3.2.4 Verify, Clarify and Supplement

When evaluating responses, Develop NS may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's response including but not limited to clarification with respect to whether a response meets the mandatory technical requirements set out in Section C of the RFSQ Particulars (**Appendix B**). 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 Selected Respondents

The respondents selected by Develop NS to be included in the prequalified supplier list in accordance with the process set out in the Evaluation of Responses (Part 2) will be notified by

Develop NS in writing. The prequalified supplier list will be posted on the Nova Scotia Procurement Web Portal.

3.3.2 Notification to Other Respondents

Once the selected respondents have been notified, other respondents will be notified by Develop NS in writing.

3.3.3 Debriefing

Respondents may request a debriefing after posting of the outcome of the procurement process. All requests must be made in writing, to the RFSQ Contact 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 proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.4 Supplier Complaint Procedure

If a respondent wishes to file a complaint in regard to the RFSQ process, it must provide notice to the RFSQ Contact within sixty (60) days of posting of the outcome of the RFSQ process 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 circumstances determined by Develop NS, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFSQ, "Conflict of Interest" has the meaning ascribed to it in the Submission Form (**Appendix A**).

3.4.2 Disqualification for Prohibited Conduct

Develop NS may disqualify a respondent or terminate any Agreement subsequently 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

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

3.4.4 No Lobbying

A respondent may 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 successful respondent(s).

3.4.5 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.

3.4.6 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 Contractor 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 respondent 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 any subsequent contract for the Deliverables; and
- (c) must not be disclosed without prior written authorization from the RFSQ Contact

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 Develop NS' advisers retained to advise or assist with the RFSQ process, including the evaluation of responses.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and shall not 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 RFSQ 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.

3.6.2 No Legal Relationship or Obligation

No legal relationship or obligation regarding the procurement of any good or service shall be created between the respondent and Develop NS by this RFSQ process.

3.6.3 Cancellation

Develop NS may cancel the RFSQ process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of RFSQ Process (Part 3):

- (a) are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and 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 – SUBMISSION FORM

A.1 Respondent Information

| | |
|--|--|
| Please fill out the following form, naming one person to be the contact for this RFSQ response 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): | |

A.2 Acknowledgment of Non-Binding Procurement Process

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

A.3 Ability to Provide Deliverables

The respondent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFSQ.

A.4 Mandatory Submission Requirements

The respondent encloses as part of the proposal the mandatory submission requirements set out below:

| FORM | INITIAL BELOW TO CONFIRM ENCLOSURE |
|---|------------------------------------|
| Appendix A - Submission Form | |
| B.3.1 Proposal Security Commitment Letter | |
| B.3.2 Statement of Insurability | |
| B.3.3 Proof of Financial Capacity | |
| B.3.4 Liability and Indemnity Requirements Confirmation | |

A.5 Addenda

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

A.6 No Prohibited Conduct

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

A.7 Conflict of Interest

For the purposes of this section, 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; or
- (b) in relation to the performance of its contractual obligations under a contract 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 (i) participated in the preparation of the response; **AND** (ii) were employees of Develop NS within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (i) there was no Conflict of Interest in preparing its response; and (ii) 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 YES.

YES - 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 YES, the respondent must set out below details of the actual or potential Conflict of Interest:

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

A.8 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.

Please enter your first and last name in the text box provided. By typing in your name, you are acknowledging that this is your signature and you have the authority to bind the respondent.

You agree you are signing this document electronically and agree that your electronic signature is the legal equivalent of your manual signature and that no further certification or third-party verification of your electronic signature is required in order to be legally binding. You also represent that you have the authority to bind the respondent.

Name of Respondent Representative

Title of Respondent Representative

Name of Organization

Date

APPENDIX B – RFSQ PARTICULARS

B.1 THE DELIVERABLES

Project Scope – Internet for Nova Scotia Initiative

The Develop NS “Internet for Nova Scotia Initiative” (the “Project”) has two infrastructure components:

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.” The envisioned last mile is a reliable, scalable infrastructure initially capable of supporting Internet service at speeds of at least 50Mbps download and 10Mbps upload for wireline last mile services and at least 25Mbps download and 5Mbps upload for wireless last mile services. The last mile infrastructure must be capable of serving at least 95% of populated rural property locations with wireline or wireless service. Brightstar Canada estimated a requirement for 53 new wireless installations (51 new towers, 2 co-locations) and 8913 km of new fibre in addition to existing last mile infrastructure to support the Internet for Nova Scotia Initiative.

Middle Mile:

“The middle mile infrastructure is the segment of a telecommunications network that links the core to local last mile facilities. It is also known as backbone infrastructure and includes fibre and fibre access locations, which are commonly referred to as POPs (points of presence).” The envisioned middle mile is a scalable high capacity, resilient backbone structure 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 with due consideration of the last mile service speed requirements specified below. Brightstar Canada estimated a requirement for 61 new PoPs, 34 PoP upgrades and 1,044 km of new fibre build in addition to the existing middle mile infrastructure to support the Internet for Nova Scotia Initiative.

Subsequent to the successful completion of this RFSQ process, Develop NS may issue to the selected qualified supplier list pursuant to this RFSQ, a solicitation(s) to select respondents to design, build, own and operate high speed Internet infrastructure and provide Internet services to residents, businesses and public institutions throughout rural Nova Scotia. At Develop NS’ sole discretion, the subsequent solicitation(s) RFP(s)/Agreement(s) may:

- (a) divide rural Nova Scotia into geographic or otherwise defined zones;
- (b) combine or separate Last Mile and Middle Mile solicitations;
- (c) be technology neutral while including provision for wireline and wireless technologies;
- (d) allow respondents to bid on whole or partial Zones;
- (e) require a range of user service offerings with service offerings and prices comparable to urban centres in Nova Scotia;

- (f) require competitive open access service offerings and the prices thereof;
- (g) specify Quality of Service (QOS) and customer Service Levels Agreement requirements;
- (h) specify project and service reporting requirements;
- (i) specify project implementation schedule and milestone and reporting requirements;
- (j) specify technology and service refresh requirements;
- (k) define “eligible” and “ineligible” costs for the purposes of calculating a requested cost contribution in the Respondent’s Proposal(s);
- (l) specify payment milestones and payment submission requirements;
- (m) define Contribution Agreement requirements including but not limited to service offering requirements, infrastructure ownership rights, and service level requirements; and
- (n) specify such other requirements as may be required to address the High-Speed Internet Service needs of rural Nova Scotian residents, businesses and public institutions.

Develop NS may at its sole discretion initiate a separate solicitation for satellite-based Internet services to provide access to remote areas and areas with very low population densities.

B.2 MATERIAL DISCLOSURES

B.2.1 Eligible Respondent

A successful Eligible Respondent to this RFSQ shall be:

- (a) a corporation or an incorporated Municipal Government⁶ or a Mi’kmaw Band⁷ that builds, owns and operates broadband infrastructure (an “ISP Respondent”); or
- (b) a Municipal Government or a Mi’kmaw Band (“Non-ISP Respondent”) that enters into a contractual relationship with a corporation to build, own and operate the Project broadband infrastructure (“Contracted ISP”).

B.2.2 Proposal Security

A successful respondent to any subsequent solicitation to be issued by Develop NS will be required to provide a bid, performance, and labour and materials security as specified by any second phase solicitation RFP.

B.2.3 Worker’s Compensation Board of Nova Scotia Registration

A successful respondent to any subsequent solicitation to be issued by Develop NS will be required to provide proof that the Respondent is registered and in good standing with the Worker’s Compensation Board of Nova Scotia.

B.3 MANDATORY TECHNICAL REQUIREMENTS

⁶ As defined in the Municipal Government Act of Nova Scotia

⁷ For the purposes of this RFSQ, “Mi’kmaw Band” means a band council located in Nova Scotia within the meaning of section 2 of the Indian Act (Canada) or an Indigenous government authority located in Nova Scotia established in accordance with federal law or policy of Canada.

B.3.1 Proposal Security Commitment Letter

The respondent must provide a commitment letter from a surety or bonding company or acceptable alternative, or a letter from a financial institution. This commitment letter shall be provided on bonding company or financial institution letterhead and shall provide details as to the dollar limit of bonding or letter of credit available to the respondent.

Any and all commitment letters of credit or bonding shall be on terms and conditions acceptable to Develop NS. Respondents will only be required to provide actual proposal security as part of future RFP's.

B.3.2 Statement of Insurability

The respondent must provide a statement of insurability from a duly licensed Canadian insurance company or insurance brokerage firm. This statement of insurability shall be provided on company or brokerage firm letterhead and shall confirm the respondent's ability to obtain the following insurance policies:

- a) Commercial General Liability insurance with an insured limit of not less than five million dollars (\$5,000,000) per occurrence covering bodily injury, death and damage to property, including loss of use thereof, and not less than five million dollars (\$5,000,000) per occurrence and in the annual aggregate for products liability and completed operations, and including but not limited to the following coverage:
 - i. premises, property and operations liability;
 - ii. products liability and completed operations;
 - iii. blanket contractual liability;
 - iv. contingent employers' liability;
 - v. employer's liability (Canada);
 - vi. personal injury liability;
 - vii. non-owned licensed motor vehicle (automobile) liability;
 - viii. sudden and accidental pollution liability;
 - ix. water craft coverage (if applicable); and
 - x. firefighting expense liability.
- b) This insurance shall be in the name of the Contractor, and name the Trust and Develop NS and their respective directors, officers and employees as an additional insured to the extent of the Contractor's legal liability for claims for property damage, bodily injury, including death and personal injury, arising from the operations of the Contractor, its' employees, agents and contractors, and shall include both cross liability and severability of interest clauses.
- c) Professional (Errors & Omissions) Liability Insurance with an insured limit of not less than five million dollars (\$5,000,000) per claim and in the annual aggregate covering legal liability for economic losses arising from the performance of work provided under the Agreement. The policy will be maintained for a period of not less than two (2) years following service start date;
- d) Automobile liability insurance in respect to owned or leased licensed motor vehicles with an insured limit of not less than five million dollars (\$5,000,000) per accident covering bodily injury, death and damage to property including loss of use thereof;
- e) Crime insurance with an insured limit of one million dollars (\$1,000,000) each claim and in the annual aggregate, insuring loss of the Trust and Develop NS' cash, securities and tangible property from theft by all employees of the Contractor acting alone or in collusion with others except the Trust and Develop NS' employees, and including the Trust and Develop NS as loss payee; and

- f) Directors & Officers liability insurance covering the directors and officers of the Contractor with an insured limit of five million dollars (\$5,000,000) each claim and in the annual aggregate;

Any and all statements of insurability shall be on terms and conditions acceptable to Develop NS. Respondents will only be required to arrange for insurance coverages as part of future RFP's.

B.1.1 Proof of Financial Capacity

Respondents must provide a Bank Reference Letter from the Respondent's financial institution. Letters must be provided on financial institution letterhead and be duly signed by an authorized representative of the financial institution. Subject letter should include and or address:

- a) Length of time the respondent has been a client of the financial institution;
- b) Respondent's level of financial responsibility and stability; and
- c) Respondent's ability to maintain a healthy, working relationship with the financial institution

B.1.2 Liability and Indemnity Requirements Confirmation

The respondent shall acknowledge and confirm their ability and willingness to conform to the following liability and indemnity requirements.

It is the responsibility of the successful respondent (the "Contractor") to agree to indemnify and hold harmless the Trust and Develop NS, their employees and Board, from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of an Event of Default, or any act, omission or negligence of the Contractor, or any of its employees, agents, or subcontractors, in the performance of the agreement, including without limitation, any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Contractor shall not be liable for any indirect or consequential damages sustained by the Trust and Develop NS unless such damages result from the negligence or wilful default of the Contractor, its agents or subcontractors.

The Trust and Develop NS shall not be liable for any damages or injury (including death) to any person or to any property of the Contractor as a result of or arising out of the agreement or the provision of the services by the Contractor under the agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Trust and or Develop NS.

In no event shall the Trust and or Develop NS be liable for any indirect or consequential damages that are sustained by the Contractor, howsoever caused, as a result of or arising out of the agreement or the provision by the Contractor of any services under the agreement.

B.4 RATED CRITERIA

B.4.1 Company Profile: Experience and Qualifications – Total Points = 50 points

Each respondent should provide the following in its response. Where the respondent is a Non-ISP Respondent, they should speak to both their own qualifications as well as those of their Contracted ISP.

- a) a brief description of the respondent; include Company business focus, officers, number of employees, office locations details, years, in business and other details relevant to the subject of this RFSQ. Provide the same details for major sub-contractors;
- b) a description of the telecommunications, Internet and similar systems and related services that the respondent has previously and or is currently delivering and or operating, with an emphasis on experience relevant to the Deliverables and working with government;
- c) the roles and responsibilities of the respondent 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 proposed Project Manager, technical lead, financial lead, and customer support lead. Each resume should be no more than 3 pages;
- d) its knowledge, skills and expertise in the following areas:
 - 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
 - vi. implementation project management processes
- e) a description of how the respondent will provide the Deliverables, which should include a work plan and incorporate an organizational chart indicating how the respondent intends to structure its working relationship with the Develop NS; and
- f) A Non-ISP Respondent should provide a draft of the contract it proposes to enter into with its Contracted ISP

B.4.2 References – Total Points = 30 points

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

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

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

Develop NS will only evaluate three (3) references. If more than three (3) references are provided by the respondent only the first three (3) listed in the response will be evaluated.

Develop NS staff may not act as a respondent reference.

B.1.3 Sustainability - Total Points = 10 points

Develop NS seeks to work with suppliers who have the knowledge and capacity to support and apply the principles of sustainability to their own operations. To help Develop NS better understand the sustainable attributes of your submission, all respondents must complete the sustainability assessment found in the Sustainability Assessment template. Non-ISP Respondents should complete this form for the respondent itself and have its Contracted ISP complete the form as well.

See attached link for template:

<https://developns.ca/wp-content/uploads/2019/08/sustainabilitytemplate.pdf>

B.1.4 Health and Safety – Total Points = 10 points

- a) Describe how your policy is in compliance with Occupational Health and Safety Act SNS 1996. Provide a copy of your Health and Safety Policy;
- b) Describe how the respondent will ensure that all respondent personnel (including sub-contractors) will complete the Deliverables in a manner that is safe for themselves and the general public; and
- c) Describe any charges/violations as a result of contravention by the Respondent over the past 5 years of the Occupational Health and Safety Act SNS 1996, Chapter 7 and Regulations, including but not limited to:
 - i. Workplace Health and Safety Regulations
 - ii. First Aid Regulations
 - iii. Workplace Hazardous Material Information System Regulations
 - iv. Occupational Safety General Regulations

Non-ISP Respondents should provide the above information for their Contracted ISP.

APPENDIX C – RFSQ RESPONSE FORMS

C.1 DOCUMENTS TO BE ENCLOSED WITH SUBMISSION

- Copies of Bid: 1 original (indicated as such), 3 copies, 1 USB Drive**
- Completed “Appendix A – Submission Form”**
- Proposal Security Commitment Letter**
- Statement of Insurability**
- Proof of Financial Capacity**
- Liability and Indemnity Requirements Confirmation**
- Company Profile: Experience and Qualifications**
- References**
- Sustainability**
- Health and Safety**