

# **TWO-STAGE REQUEST FOR SUPPLIER QUALIFICATIONS (RFSQ)**

FOR

**OPERATIONS & MAINTENANCE SERVICES AND SUPPORT**

For

## **Develop Nova Scotia**

RFSQ Number: DNS-2021-0041

**Initial Submission Deadline Date and Time:  
3 July 2020 at 2:00 AST**



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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Proponents

This **Two-Stage Request for Supplier Qualifications** (the “RFSQ”) is an invitation by Develop Nova Scotia (“Develop NS”) to prospective Proponents to **Pre-Qualify** and as may be required to be **Selected**, in accordance with the **Evaluation of Responses** and Proponent **Selection** to provide **Operations & Maintenance 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 potentially cover a range of service areas; see para. D.1 – Deliverables.

Develop NS intends to use the results of this RFSQ to Pre-Qualify and as may be required Select professional services providers to support ongoing and new projects. Call-ups shall not exceed \$250,000.00. These projects may be multi-phased, covering multiple categories of service. Capacity to provide and project value, however, does not necessarily equate with size. Develop NS recognizes that both large and small companies can offer specific and unique advantages. Responses from organizations of all sizes are highly anticipated.

Proponents may pre-qualify under one or multiple categories of service. Onboarding and pre-qualification of new Proponents will be managed as per Onboarding – Expansion of Operations and Maintenance Services List Section 2.12.

### 1.2 RFSQ Contact

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

**Todd Brayman**  
**Senior Manager, Procurement & Operations**  
[todd.brayman@developns.ca](mailto:todd.brayman@developns.ca)

Proponents and their representatives are **NOT** permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Develop NS, 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 Proponent and the rejection of the Proponent’s response.

### 1.3 Master Agreement

Selected Proponents will be invited to enter into a Master Agreement, as set out in Appendix A (the “Agreement”). Develop NS will adjust the content of the Master Agreement as may be appropriate to project needs. 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** - The RFSQ timetable is tentative only and may be changed by Develop NS at any time.

Issue Date of RFSQ	11/06/2020
Deadline for Questions	26/06/2020
<b>Initial Submission Deadline Date and Time</b>	<b>03/07/2020 – 2:00 PM AST</b>
Rectification Period	Five (5) days from notice of rectification
Anticipated Execution of Agreement	As may be required

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

Responses must be submitted by the submission deadline. While onboarding will form part of this process, only those Proponents that are pre-qualified at the time of “call-up” will be considered for 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.

### 1.6 Responses to be submitted in Prescribed Manner

All submissions are to be delivered electronically (by email) to [procurement@developns.ca](mailto:procurement@developns.ca). Hard copy submissions (mailed) or faxed copies will not be accepted. Proponents will automatically receive notification of submission delivery – this will act as the proof of delivery. Proponents who do not receive this notification should seek clarification (please check your junk folder first).

Submission/file details shall contain details as follows:

- a) Submission subject lines MUST read “**DNS-2021-0041**” only;
- b) Submissions are to be sent in one email - only; and
- c) Submissions must be in Adobe PDF or Microsoft Word format

### 1.7 Amendment of Responses prior to Submission Deadline

Proponents may amend their responses by submitting an email to [procurement@developns.ca](mailto:procurement@developns.ca) prominently marked with the RFSQ title and the full legal name. 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.

### **1.8 Withdrawal of Responses**

At any time while this RFSQ remains valid, a Proponent 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 Proponent. 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:

#### **Proponent Pre-Qualification**

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pre-Qualification

and as may be required:

#### **Proponent 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 Proponent a rectification notice identifying the deficiencies and providing the Proponent an opportunity to rectify the deficiencies. Proponent submissions will not be considered for further evaluation until all rectification requirements have been met. It is the responsibility of the Proponent to ensure all rectification requirements have been received by Develop NS in the manner indicated in the rectification notice.

**The Proponent Pre-qualification mandatory submission requirements are as follows:**

#### **2.2.1 Submission Form**

Each response must include a FULL Submission Form Appendix B completed and SIGNED by an authorized representative of the Proponent.

#### **2.2.2 Company/Organizational Description**

Each response must include a company/organizational description (three-page maximum – one additional page may be added for each added Category of Service being sought for pre-qualification). For example, a proponent attempting to pre-qualify for one Category of Service should have a three-page company/organizational description. A proponent attempting to pre-qualify for two Categories of Service may have up to a four-page company/organizational description. A proponent attempting to pre-qualify for six Categories of Service may have up to an eight-page company/organizational description.

Descriptions should include information relevant to how the company/organization's personnel, expertise, experience, and values align with potential Develop NS requirements, mandate, and

Category(s) of Service being sought for pre-qualification.

**Proponents must clearly indicate/list which Categories of Service they are seeking pre-qualification under on the first page of their Company/Organizational Description.**

### **2.3 Stage II – Pre-Qualification Evaluation**

The pre-qualification process is a pass/fail proposition. Proponents who meet all mandatory submission timings and requirements will be added to appropriate Category of Service lists. They will be eligible for call-up consideration for the full term of service of this RFSQ.

### **2.4 Stage III – Pre-Qualification**

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

Successful Proponents will be added to a list of organizations eligible for call-up, which is the invitational second-stage competitive process. Successful Proponents 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 – Proponent Selection Mandatory Submission Requirements**

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

#### **2.5.1 Statement of Work – Project Plan**

At the time of potential call-up Develop NS will contact short-listed proponents and confirm their interest and availability. The number of short-listed proponents will be based on the thresholds identified in Appendix E. Interested short-listed proponents will be provided a Statement of Work and by extension will be requested to provide a “Project Plan”. The Project Plan will describe how they would approach the task required under the Scope of Work, how their specific profile and experience specifically relates, and a projected value of the services required to complete the project. The Project Plan may be limited in size (number of pages) based on Scope of Work complexity.

#### **2.5.2 References**

Professional references (produced and signed by the originator on company letterhead) highlighting the quality of service and or support services provided to a project relevant to the Develop NS provided Statement of Work may be requested.

**Develop NS staff may not be submitted as professional references.**

#### **2.5.3 Proof of Insurability**

Each Project response must include copies of current/relevant insurances held and a statement indicating the willingness to accept the requirements of Para D.6 – Develop NS Liability, Indemnity, and Insurance. Proponents will be required to show proof of insurance within ten (10)

business days after signing a Master Agreement.

## 2.6 Stage V – Proponent Selection Evaluation

The following is an overview of the categories and weighting for the rated criteria of the RFSQ for all Categories of Service. Proponents 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
Organization/Company Profile	25	15
Relevant Experience	25	15
Project Plan	25	15
<b>Sub-Total A</b>	<b>70</b>	<b>45</b>
C.3.1 Pricing	25	N/A
<b>Total Points</b>	<b>100</b>	<b>70</b>

Categories and weighting for the rated criteria may be adjusted, at the sole discretion of Develop NS. Adjustments of this nature will be identified within the Statement of Work.

## 2.7 Stage VI – Award

After the completion of Stage V, each Project Plan will be ranked based on total score. The top-ranked Proponent will be invited 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 as may be identified in the Statement of Work, 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 may 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 short-listed Proponents will be notified in writing.

#### **2.12 Onboarding – Expansion of Professional Services List**

Potential Proponents will be considered for onboarding by submitting packages during the following onboarding periods:

- (a) December 7 – 18, 2020;
- (b) June 7 – 18, 2021;
- (c) December 6 – 17, 2021;
- (d) June 6 – 17, 2022;
- (e) December 5 – 16, 2022;
- (f) June 5 – 16, 2023
- (g) December 4 – 15, 2023
- (h) June 3 – 14, 2024; and
- (i) December 2 – 13, 2024;

The Categories of Service list may be expanded or reduced, at the sole discretion of Develop NS, by way of addendum as may be required to support ongoing and new Develop NS projects and initiatives.

#### **2.13 Term**

The initial term of this Two-Stage RFSQ will be for a period of twelve (12) months from issue date of this RFSQ. Develop Nova Scotia reserves the right to extend the RFSQ for four (4) twelve (12) month extensions beyond the initial term, for an overall potential maximum of five (5) years in total. End date of this RFSQ, if all potential extensions are exercised, will be 10/06/25.

## **2.14 Participation of Eligible Public Sector Entities**

By submitting a proposal in response to this RFSQ, a Proponent irrevocably undertakes and agrees that if pre-qualified with Develop NS, it will make the specified services available to any public sector entity eligible to participate in this procurement process upon request by a public sector entity seeking access to those services, provided however, that the Proponent's obligation to allow participation by other public sector entities does not extend to circumstances in which the Proponent would have to make capital or operational expenditures in order to accommodate subsequent requests for services by public sector entities.

The Proponent may only provide the services specified under this RFSQ to additional entities by entering into a separate contract with the new entity ("Subsequent Contract"). The Proponent acknowledges and agrees that Develop NS will not be a party to any Subsequent Contract, nor will Develop NS be liable in any respect for any obligation under, or act or omission by a party to, a Subsequent Contract.

For the purposes of this section, a public sector entity means any provincial government or provincially funded entity in Nova Scotia, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations.

**[End of Part 2]**

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

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

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

Proponents 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 Proponent's response should be submitted in a fixed form, and the content of websites or other external documents referred to in the Proponent'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 Proponent's references and may also consider the Proponent'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 Proponents the general scale and scope of the Deliverables. It is the Proponent's responsibility to obtain all the information necessary to prepare a response in response to this RFSQ.

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

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its 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 Proponent. 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 Proponents to Review RFSQ**

Proponents 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 Proponent 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 Proponent concerning this RFSQ or its process.

### **3.2.2 All New Information to Proponents 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. Proponents 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. Proponents **must be aware** that the NS Procurement Website and by extension, Tender Opportunities Notification Service does not notify of addendum promulgation. Proponents are responsible to check for addendums on a regular basis.

### **3.2.4 Verify and Clarify**

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

## **3.3 Notification and Debriefing**

### **3.3.1 Notification of Proponents**

Proponents pre-qualified by Develop NS in accordance with the process set out in the Proponent Pre-Qualification Evaluation will be so notified by Develop NS in writing.

Proponents Short-Listed by Develop NS for potential Selection in accordance with the Proponent Selection Evaluation will be so notified by Develop NS in writing. Proponents Selected by Develop NS in accordance with the Proponent Selection Evaluation will be so notified by Develop NS in writing.

### **3.3.2 Notification to Other Proponents**

Once successful Proponents have been notified, other Proponents 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**

Proponents 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 Proponent 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 Proponent wishes to file a complaint in regard to the RFSQ process, **after a Proponent debriefing**, it must provide written notice to the RFSQ Contact within sixty (60) days of being advised of process outcome. 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 Proponent 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 Proponent, or terminate an Agreement entered into if Develop NS, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFSQ.

### **3.4.3 Prohibited Proponent Communications**

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

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

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this 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 Proponent 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 Proponent.

### **3.4.6 Illegal or Unethical Conduct**

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Develop NS; 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;
- (c) must not be disclosed without prior written authorization from Develop NS; and
- (d) must be returned by the Proponent to Develop NS immediately upon request of Develop NS

### **3.5.2 Confidential Information of Proponent**

A Proponent 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. Proponents 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 3]**

## APPENDIX A – FORM OF AGREEMENT

### A.1 Standard Services Contract for Government

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

<https://developns.ca/wp-content/uploads/2019/11/DNS-Standard-Services-Contract-.pdf>



## APPENDIX B – SUBMISSION FORM

### B.1 Proponent Information:

Please fill out the following form, naming one person to be the Proponent's contact for the RFSQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code / Zip Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	
SIN # (only required if you do not have an HST/GST or NSRJST number):	

### B.2 Offer

The Proponent has carefully examined the RFSQ documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a response, the Proponent 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 Proponent encloses as part of the response the mandatory forms set out below:

FORM	INITIAL TO ACKNOWLEDGE
Appendix B - Submission Form	
Company/Organizational Description	

**B.4 Addenda**

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

**B.5 No Prohibited Conduct**

The Proponent 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 Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
  - (i) Having, or having access to, confidential information of Develop NS in the preparation of its response that is not available to other Proponents;
  - (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 Proponent’s other commitments, relationships or financial interests:
  - (i) Could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the response; **AND** were employees of Develop NS within twelve (18) months prior to the Submission Deadline.

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

- (a) There was no Conflict of Interest in preparing its 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 Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its response, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFSQ.

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


**B.7 Disclosure of Information**

The Proponent 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 Proponent 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 Proponent.

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

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

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

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

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

\_\_\_\_\_  
Date

## APPENDIX C – PRICING

### C.1 Instructions on Submission Pricing

At the time of call-up, 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 Proponent 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.

Overtime may only be invoiced if expressly authorized by Develop NS in writing **in advance** of subject work taking place.

## APPENDIX D – RFSQ PARTICULARS

### D.1 The Deliverables

Develop NS requires Proponents with the capability and capacity to provide operations and maintenance services and support for single or multi-phased projects that may span multiple Categories of Service. Capacity, however, does not necessarily equate with organizational/company size. Develop NS recognizes that both large and small companies can offer specific and unique advantages. Responses from organizations/companies of all sizes are highly anticipated.

Current Categories of Service include:

- a) Heavy machinery (including but not limited to grating, excavation, tilt load, hauling, and power generation)
- b) Crane and boom truck
- c) Asphalt installation and repair
- d) Landscaping installation and upkeep
- e) Snow removal
- f) Parking lot line painting
- g) Sign production and installation
- h) Playground installation and repair
- i) General construction contracting and repairs (including but limited to painting, roofs, windows, siding, doors, electrical, and plumbing)
- j) Scaffolding installation
- k) HVAC installation, maintenance, and repair
- l) Boiler installation, maintenance, and repair
- m) Metal installation, maintenance, and repair (including but not limited to sandblasting, welding, and replacement)
- n) Locksmithing and related hardware
- o) Network cabling and IT infrastructure installation and repair
- p) Building and public space custodial/cleaning/waste removal (indoor and outdoor)
- q) Pressure washing
- r) Graffiti removal
- s) Permanent and temporary fencing installation, rental, and repair
- t) Portable toilet rental and servicing
- u) Boat maintenance and repair
- v) Marine black and grey water removal (by truck)
- w) Floating dock construction and repair (including but not limited to provision and or repair of all related floating dock materials)
- x) Diving (including but not limited to dive inspections, pile cleaning and hull cleaning)
- y) Pest and wildlife control
- z) Disaster restoration
- aa) Temporary infrastructure (including but limited to modular and or portable office/working/storage)

bb) Security (including but limited to physical, equipment, and electronic monitoring)

## **D.2 General**

Organizations must provide a single point of contact to oversee all service and support being contracted for within the Master Agreement. This point of contact is to serve as Develop NS' single point of contact for the Project.

## **D.3 Reporting**

Organizations must be prepared to implement a formal process for communication and progress reports based on the Scope of Work. Potential 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 an organization need or want to replace a proposed resource, approval must first be requested by the organization 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**

As may be appropriate to the project, the Proponent must provide proof of insurance that meets the following minimum requirements within ten (10) days of entering into a Master Agreement:

The Proponent shall indemnify and hold harmless Develop Nova Scotia, their employees and agents, from any and all claims, demands, actions and costs whatsoever for which the Proponent is legally liable that may arise, directly or indirectly out of any negligent act or omission of the Proponent, Sub-Contractors or his or their employees or agents, in the performance of the work under this Agreement. The Proponent shall at his cost maintain and pay such insurance and assessments as will protect the Proponent 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 Proponent who does not have appropriate insurance coverages, project scope 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.



## APPENDIX E: CALL UP

### E.1 Call Up Requirements

Develop NS will initiate a “call up” as may be required to support ongoing or new 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 organizations 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 organizations and confirm their interest and availability. Potential Selection will follow.

	Call-Up Threshold		
Anticipated Scope	\$\$49,999 and Below	\$50,000 to \$99,000	\$100,000 and Over
Single Category	A single organization will be invited from the requisite Category of Service	Three organizations will be invited from the requisite Category of Service	All organizations in the Category of Service are invited
Cross-Functional	A single organization will be invited from all relevant Categories of Service	Three organizations will be invited from all relevant Categories of Service	All organizations in the relevant Categories of Service are invited

Organizations already committed to projects under one or more required Category of Service may **not** double-book assigned resources.

### E.5 Purchase Order

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