REQUEST FOR SUPPLIER QUALIFICATIONS

FOR

Learning and Development Services (Onboarding)

For the Nova Scotia Public Service Commission

(Supply Arrangement with Master Agreement On-Boarding Process)

RFSQ Number: Doc297637562OB

NOVA SCOTIA

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

This Request for Supplier Qualifications ("RFSQ") is an invitation by the Province of Nova Scotia (the "Province") on behalf of the Nova Scotia Public Service Commission ("PSC") to prospective respondents to qualify in accordance with Evaluation of Responses (Part 2) for eligibility to potentially provide Learning and Development Services as further described in the RFSQ Particulars **(Appendix B)** (the "Deliverables"). This RFSQ is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

In January 2020, an initial offering of this RFSQ document was posted to the Nova Scotia Procurement Web Portal. This document provides the opportunity for additional vendors to respond to this offering.

The Nova Scotia Government is committed to developing a highly skilled, diverse and flexible public service to deliver programs and services to the citizens of Nova Scotia.

To meet this objective, the PSC offers a number of learning and development opportunities to the public service in such topic areas as leadership and management skills, diversity, communication, wellness, and workplace skills. Development may also include assessments and executive leadership coaching.

In addition to instructor-led opportunities, the Province also seeks online learning approaches to learning and development in these areas to provide the most relevant, accessible and value-added offerings to government employees.

Under the terms and conditions of the Learning and Development Supply Arrangement (LDSA), the selected respondents agree to provide Learning and Development Services on an "as required" basis during the master agreement term. Respondents who submit responses and are awarded a supply arrangement are not guaranteed an offer of work. There is no guarantee that any minimum purchase volumes will be reached through this process.

The key values we seek to emphasize through this competition are as follows:

1) A fair, open and transparent competitive process; and
2) The maximization of competition to drive the best value for money

1.2 RFSQ Contact

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

Staci MacAskill, Procurement Specialist

All communication must be directed via Email to the RFSQ Contact. The RFSQ Contact can be reached via email at LDSAonboarding@novascotia.ca

Suppliers and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Province, other than the RFSQ Contact or their designate, concerning matters regarding this RFSQ. Failure to adhere to this rule may result in the disqualification of the supplier and the rejection of the supplier's response.

1.3 Master Agreement

Selected respondents may be invited to enter into an agreement in the form set out in Appendix C (the "Master Agreement"), which will govern the potential subsequent provision of the Deliverables pursuant to potential invitational second stage competitive processes. the term of the Master Agreement expires on June 30, 2024, with an option in favour of the Province to extend the Master Agreement on the same terms and conditions for an additional term of up to **two (2) years.**

1.4 RFSQ Timetable

Issue Date of RFSQ-Onboarding	**July 29, 2020**
Initial Term Submission Deadline Date	**June 30, 2024**
Potential Extension Term Submission Deadline	**TBD**
Rectification Period	**24 hours**

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

1.5 RFSQ Onboarding for New Respondents

The Province is initiating this continuous onboarding process for additional respondents of the initial RFSQ. The same master agreement terms and conditions, qualifications, requirements and evaluation processes set out in the initial RFSQ document will apply to any additional respondents. In the initial RFSQ, evaluation and selection of respondents did not occur until after the Submission Deadline. In this onboarding RFSQ, evaluation and selection of respondents will occur continuously from the Issue Date of RFSQ-Onboarding until the onboarding process ends. The onboarding process is expected to continue until the end of the initial term of the master agreement. Should the master agreement be extended per section 1.3, onboarding is expected to cease six (6) months prior to expiration of the full master agreement term.

Regardless of the date a selected respondent is added to the supply arrangement list, all master agreements will expire on the same date without exception.

There is no guarantee that any minimum purchase volumes will be reached through this supply arrangement, as detailed above in section 1.1.

Respondents already added to the supply arrangement list under the initial RFSQ need not reapply to this continuous onboarding process; however, such respondents may submit responses proposing the provision of additional courses for evaluation and consideration by the PSC prior to the deadlines noted above. Such responses shall meet all the requirements of the initial RFSQ document and will be subject to the same master agreement terms and conditions, qualifications, requirements and evaluation processes set out in the initial RFSQ document.

1.6 Submission of Responses

1.6.1 Responses must be submitted through Email to LDSAonboarding@novascotia.ca

Respondents are responsible for ensuring bid submissions are submitted through Email. The Province will not be responsible for any delay or failure of the transmission or receipt of the bid including, but not limited to, the following:

a) receipt of a garbled, corrupted or incomplete bid;
b) availability or failure of any Email system function or component;
c) internet connectivity or availability issues;
d) incompatibility between the sending and receiving equipment;
e) delay in transmission or receipt of the bid;
f) failure of the Bidder to properly identify the bid;
g) illegibility of the bid; or
h) security of bid data.

The Province bears no responsibility to investigate any issue related to Email system function or component. The Province recommends that respondents allow sufficient time to email their bid and attachment(s) (if applicable) to resolve any issues that may arise.

1.6.2 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. The official logged time of bid submission will be set by the Province's email software, which will be assumed to be correct.

1.6.3 Responses to be submitted in Prescribed Manner

Responses must be submitted by Email to LDSAonboarding@novascotia.ca. The Province will not accept paper bids submitted by hand delivery, or bids by facsimile transfer.

1.6.4 Amendment of Responses prior to Submission Deadline

Respondents may amend their responses up to 24 hours after Submission by submitting an amendment request from the same email address as their initial submission.

1.6.5 Withdrawal of Responses

Respondents may withdraw their proposals any time throughout the RFSQ process by submitting a withdrawal request from the same email address as their initial submission.

[End of Part 1]

PART 2 – EVALUATION OF RESPONSES

2.1 Stages of Evaluation

The Province 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, the Province will issue the respondent a rectification notice identifying the deficiencies and providing the respondent 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 the Province issues a rectification notice to the respondent.

The mandatory submission requirements are as follows:

2.2.1 <u>No Amendment to Forms</u>

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

2.2.2 <u>Submission Form (Appendix A)</u>

Each proposal 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 <u>New Respondents (Respondent does not currently have a Master Agreement)</u>

2.2.3.1 Other Mandatory Submission Requirements

2.2.3.1.1 Business Overview Template (Appendix D)
Each response must include one (1) completed Business Overview Template (Appendix D).

2.2.3.1.2 References Template (Appendix E)
Each response must include three (3) completed Reference Testimonial Templates (Appendix E).

2.2.3.1.3 Submission Spreadsheet (Appendix F)
Each response must include one (1) completed Submission Spreadsheet (Appendix F). The worksheet must be completed. Although not rated, the contents of this document are for information purposes and for determining which proposed courses are in scope to be accepted and included in the course catalogue.

2.2.4 Existing Suppliers (Respondents with a signed Master Agreement who are seeking to submit additional courses for consideration):

2.2.4.1 To submit an additional Course(s) for evaluation and inclusion on their Master Agreement,
existing suppliers must include one (1) Submission form Appendix A, and one (1) Submission Spreadsheet (Appendix F). Although not rated, the contents of this Appendix F are for information purposes and for determining which proposed courses are in scope to be accepted and included in the course catalogue.

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements
The Province will review the responses to determine whether the mandatory technical requirements set out in Section C of the RFSQ Particulars (Appendix B) have been met. Questions or queries on the part of the Province 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. If the respondent fails to satisfy the mandatory technical requirements, its response will be excluded from further consideration.

2.3.2 Rated Criteria – New Respondents only
For submissions from new respondents, the Province will evaluate the compliant responses on the basis of the rated criteria as set out in Section D of the RFSQ Particulars (Appendix B). The following is an overview of the categories and weighting for the rated criteria of the RFSQ.

Rated Criteria Category	Weighting	Minimum Threshold
B.4.1 Business Overview Template	**30 points**	**N/A**
B.4.2 Reference Testimonials	**30 points**	**N/A**
Total Weighting	**60 points**	**42 points (70% of Total Weighting)**

2.3.3 Course Selection – Both New Respondents and Existing Suppliers
The Province will review each course listed in the respondent's Submission Spreadsheet (Appendix F) to determine whether the courses proposed are deemed in scope, based on B.1.6. Any course deemed out of scope will be excluded from the supply arrangement. No such exclusion will impact a respondent's overall qualification for the supply arrangement if that respondent has proposed other course(s).

2.4 Selection of Respondents

2.4.1 New Respondents
Based on the evaluation of the responses in Stage II, the Province will offer a Master Agreement to all respondents who have reached the minimum threshold score for Total Weighting and who have offered course(s) that have been deemed in scope per 2.3.3.

2.4.2 <u>Existing Suppliers</u>

Existing Suppliers who are offering additional courses will have their submission reviewed to ensure course(s) are within in scope per 2.3.3.

[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 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, the Province may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with the Province.

3.1.5 Information in RFSQ Only an Estimate

The Province 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 the Province

The Province will not return the bid or any accompanying documentation submitted through Email.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

This RFSQ process will not result in any commitment by the Province to purchase any goods or services from any respondent, and the Province is under no obligation to proceed with any second-stage competitive process for the procurement of the Deliverables. The Province makes no guarantee of the value or volume of the Deliverables that may be required over the term of the Master Agreement. Any contract entered into pursuant to an invitational second-stage competitive process will not be an exclusive contract for the provision of the Deliverables. The Province may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services 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 through the RFSQ Contact Email. No such communications are to be directed to anyone other than the RFSQ Contact. The Province is under no obligation to provide additional information, and the Province 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. The Province 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 the Province, for any reason, determines that it is necessary to provide additional information relating to this RFSQ, such information will be communicated by addendum through the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFSQ and may contain important information, including significant changes to this RFSQ. Respondents are responsible for reviewing all addenda issued by the Province.

3.2.3 Verify, Clarify and Supplement

When evaluating responses, the Province 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). The Province 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 Top-Ranked Respondents

The top-ranked respondents selected by the Province to enter into the Master Agreement in accordance with the process set out in the Evaluation of Responses (Part 2) will be so notified by the Province in writing.

3.3.2 Notification to Other Respondents

Once the awarded respondents have been notified, the outcome of the RFSQ process will be listed on the Nova Scotia Procurement Web Portal.

3.3.3 Debriefing

Respondents may request a debriefing after posting of the outcome of the procurement process. All requests must be made through the RFSQ Contact Email 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 supplier wishes to file a complaint in regard to the RFSQ process, it must provide written notice to the RFSQ Contact within sixty (60) days of posting of the outcome of the RFSQ process, and the Province will respond in accordance with its supplier complaint protocol.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

The Province may disqualify a respondent for any conduct, situation or circumstances determined by the Province, 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

The Province may disqualify a respondent or terminate a Master Agreement, or any contract subsequently entered into if the Province, 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 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 awarded respondents.

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 the Province; 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

The Province 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 respondent to honour its submitted pricing or other commitments;

(c) any conduct, situation or circumstance determined by the Province, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or

(d) the Province's 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 the Province

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

(a) is the sole property of the Province and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this 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 the Province. The confidentiality of such information will be maintained by the Province, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their responses will, as necessary, be disclosed on a confidential basis, to the Province's 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 the Province by this RFSQ process.

3.6.3 Cancellation

The Province may cancel the RFSQ process without liability at any time.

3.7 Governing Law and Interpretation

The Terms and Conditions of this RFSQ Process:

(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 the Province and the respondent unless and until the Province 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 Addenda

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

A.5 No Prohibited Conduct

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

A.6 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 the Province 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 (a) participated in the preparation of the response; **AND** (b) were employees of the Province within twelve (12) months prior to the Submission Deadline.

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

Otherwise, if the statement below applies, check the box 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 above YES, the respondent must set out below details of the actual or potential Conflict of Interest:

A.7 Disclosure of Information

The respondent hereby agrees that any information provided in this response, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this response by the Province to the advisers retained by the Province 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

B.1.1 Overview

The scope of this supply arrangement is to deliver Learning and Development Business Training Courses to the public service on an as-required basis. The Province provides a number of training opportunities for government employees in classroom-based, instructor-led, one-on-one, online and blended learning formats. These sessions may vary in length and scope and may be offered anywhere within Nova Scotia. Development may be provided to a variety of target audiences including leadership (supervisor, middle manager, executive) as well as all other government employees. In addition to course delivery, the PSC may require selected respondents to participate in adapting their proposed courses to fit the specific needs of the Province's public service.

B.1.2 Engagement Process

Respondents who meet the requirements for this RFSQ will be selected to enter into a contract (Master Agreement) with the Province. In the event a Client Organization (End User) requires services from the supply arrangement list, End Users will be required to conduct a second-stage process by issuing a statement of work (SOW) to selected respondents for their response.

The predominant supply arrangement End User will be the PSC's Corporate Learning Centre; however, the supply arrangement list will be made available to other End Users, including all other provincial departments, agencies, boards and commissions. Additionally, other public sector entities in Nova Scotia, including, but not limited to, municipalities, academic institutions, centres for education, and health care facilities (additional End Users) may also access the supply arrangement list.

The supply arrangement list shall be used to access Learning and Development Business Training Courses from qualified selected respondents up to a maximum value of $100,000.00 for each "call up." A call up is a request by an End User to supply a course offering or a related series of course offerings during the master agreement term. Service requirements for larger call ups (over $100,000.00) will be required to be obtained separately in accordance with the Nova Scotia Sustainable Procurement Policy.

The estimated total call-up spend shall drive the second stage process as follows:

a. Estimated spend between $10,000 to $100,000: the End User will solicit submissions from three of the most suitable selected respondents from the supply arrangement list, where available, and after evaluating the response to the SOW, the End User will engage the selected respondent that delivers the best value based on the evaluation criteria.

b. Estimated spend under $10,000: the End User may solicit three submissions following the process as described above but may also directly engage the most suitable selected respondent from the supply arrangement list.

End Users will assist and support the selected respondents by providing particulars regarding the course requirement call up through the SOW, which will establish:

a. The name of the course required (drawn from the supply arrangement list) and a description of any adaptations of the courses required to fit specific needs.
b. The anticipated schedule of course dates, location, class sizes, and any other additional pertinent details related to the call-up.

The selected respondent(s) chosen to participate in a second-stage process will be asked to prepare a response to the SOW, including pricing, which will be evaluated by the End User in accordance with the criteria set out in that SOW. Criteria will be made up of various components including the ability of the course curriculum to meet the specific needs of the curriculum requirements, availability, and price.

B.1.3 <u>Learning and Development Supply Arrangement Requirements</u>

The scope of the Learning and Development Supply Arrangement requirements include modules (customized, classroom, on-line), workshops, seminars, assessments and developmental coaching in order to develop skills and competencies for individual employees, managers and leaders. This includes but is not limited to:

a) Management and Leadership Skills and Competencies:
Skills and competencies related to managing and leading people and teams, such as understanding one's self and others, as well as leadership of teams, and organizational systems. For example: delegation, coaching, collaboration, change management, and communication.

b) Workplace Skills and Competencies:
Workplace skills and competencies relate to core competencies for employees in areas such as: communication, time management, project management, leading work groups, career management, and diversity.

B.1.4 <u>Qualifications and Experience</u>

a) Respondent:
The PSC is seeking qualified respondents with experience teaching courses, providing e-learning courses, or providing blended classroom/e-learning courses related to the subject matter we've identified, ideally with a minimum of two (2) years' experience delivering the proposed Learning and Development Training Services. Experience delivering courses to public sector entities is an asset, as is experience with a multitude of industries. The ability to include new or innovative course topics and approaches and having a broad base of clients or demonstrated national or international experience are also beneficial. In addition to traditional one (1) or two (2) day classroom-style training, the PSC is interested in respondents who deliver large group facilitation or unique approaches to blended learning or full e-learning. Where applicable, the respondent is required to have the appropriate accreditation to deliver their proposed course(s).

b) Facilitator(s):
Course facilitators should have a minimum of one (1) year experience with their proposed subject matter. Having extensive experience in facilitation in the proposed subject area is considered a significant asset. Where applicable, each facilitator is required to have the appropriate accreditation to deliver their proposed course(s).

c) Instructional Designer(s):
Course instructional designers should have a minimum of one (1) year designing experience. Having extensive experience in instructional design is considered a significant asset. Where applicable an instructional designer is required to have the appropriate accreditation to develop their proposed e-learning course(s).

B.1.5 <u>Quality control</u>

The following areas are critical and considered basic requirements for quality learning and development programs and services:

a) Needs assessment (involving End User in adapting the course to fit the needs of the End User department), content and material development, delivery and evaluation
b) Clear and appropriate course learning objectives and description
c) A creative, flexible and interactive program format using adult learning principles
d) Manuals and training materials that are clear, appropriate, and comprehensive to serve as both a program manual and a reference guide for participants to use after classroom training
e) An outline consistent with the learning objectives and an appropriate length given the subject matter
f) Focus on interactive learning and application of learning in the work environment
g) High calibre facilitators, and/or instructional designers

B.1.6 <u>Course Scope</u>

a) In Scope:
While proposed courses do not have to specifically fit one of the descriptions noted in B.1.3, the scope of the programs is required to provide value to the public service in a Learning and Development Training capacity. The Province reserves the right to exclude courses/programs which do not clearly meet these criteria.

b) Out of Scope:
Technical and role-specific training (e.g. marketing, accounting, engineering) courses are not in scope for this supply arrangement. Information Technology (IT) related training (e.g. software training, database administration, programming) and Occupational Health and Safety related training are also out of scope for this Supply Arrangement.

B.1.7 <u>B.1.7 Subcontracting</u>

Respondents may wish to enter into subcontracting arrangements, which should be stated in the response. If a respondent has entered into a subcontracting arrangement with another organization, organizations, or individual to support the delivery of the Agreement, that respondent would be considered the prime supplier, if successful, and would remain legally responsible for the Agreement. By submitting a response, the respondent represents and warrants that it will assume full financial and legal responsibility as prime supplier for the contractual delivery and performance obligations established by this RFSQ and resulting Agreement, if successful, and is in a financial position to undertake that responsibility.

B.2 MATERIAL DISCLOSURES

B.2.1 Business Hours and Training Locations

Normal business hours for the Province are Monday to Friday, excluding holidays, 8:30 am to 4:30 pm Atlantic Time. At the time of call-up, the End User will identify any need to work outside the normal business hours or in a different location depending on the needs of the user. This may include any needed special arrangements, such as escorts and security clearances/passes.

During the contract, the proposed resources will be required to work either onsite and/or offsite, as requested by the End User. The primary work location for the work reflected in this RFSQ is the Public Service Commission's Corporate Learning Centre:

PSC Corporate Learning Centre
1800 Argyle Street, Suite 402
4th Floor, World Trade and Centre
Halifax, Nova Scotia
B3J 1X5

However, depending on the need, space availability, or regional requirements, the training location may be subject to the needs of the standing offer users throughout Nova Scotia and change at any time during the agreement term.

B.2.2 Logistics

End Users will manage session logistics and perform course registration functions.

B.2.3 Travel Expenses

Travel and living expenses while employed on call-ups must comply with Provincial Government standards. All such expenses must have prior approval from the End User requesting the service. Expenses are included in the one hundred thousand dollar ($100,000.00) cap on call-up value.

NS Government Standards can be found at:

https://novascotia.ca/treasuryboard/manuals/PDF/200/22601-07.pdf

https://beta.novascotia.ca/sites/default/files/documents/1-1520/kilometrage-and-transportation-allowance-rates-government-and-public-sector-body-employees-en.pdf

B.2.4 Changes and Substitutions

a) Selected respondents are required to provide notice of any changes to their information on the Supply Arrangement in writing, to the PSC and Procurement.
b) Alternate or temporary substitute facilitators are required to be approved by the End User department two weeks in advance of the training date. The End User has the option to contract

another selected respondent if the alternate provided is not deemed to have equivalent qualifications and experience.

B.2.5 Performance Standards and Evaluation

a) Selected respondents are required to follow the PSC's guidelines for classroom management which will be provided to the selected respondents prior to service delivery at the Learning Centre.
b) Program evaluations (PSC or Departmental) are completed by participants at the end of each course, module or program. Compiled results can be made available to selected respondents upon request. Selected respondents are invited to discuss evaluations with the End User responsible for organizing that program.

    i. If a selected respondent would like to use their own evaluation in addition to that of the Province, this must be negotiated with the End User prior to course delivery. Summary reports and complete copies of participant evaluations must be sent to the End User within three (3) days of course completion.
    ii. In the event that any of the services are inadequately performed (i.e. scoring an evaluation of less than three (3) on a four-point scale in areas related to facilitator ability, course content or participant satisfaction), the selected respondent will provide the course again at no extra charge, or will forfeit payment. Instances of unsatisfactory performance will be communicated to the selected respondent verbally and in writing.

c) Selected respondents are expected to have an established mechanism in place to manage any concerns the Province might have as the work progresses and/or courses are delivered. Issues raised by the End User will only be deemed resolved at the End User's sole and absolute discretion. Resolutions are required to be reached prior to the issuance of any further service engagements as a result of this RFSQ.

d) By signing a Master Agreement with the Province, selected respondents confirm that the price submitted at the time of call-up remains firm and is reflected on any and all invoices.

B.3 MANDATORY TECHNICAL REQUIREMENTS

N/A

B.4 MANDATORY SUBMISSION REQUIREMENTS

B.4.1 New Respondents

must enclose, as part of the proposal, the mandatory submission requirements set out below:

FORM	Initial below to confirm completion and enclosure
Appendix A – Submission Form	
Appendix D – Business Overview Template	
Appendix E – References Template	
Appendix F – Submission Spreadsheet	

B.4.2 Existing Suppliers

Existing Suppliers enclose as part of the mandatory submission requirements set out below:

FORM	Initial below to confirm completion and enclosure
Appendix A- Submission Form	
Appendix F – Submission Spreadsheet	

B.5 RATED CRITERIA FOR NEW RESPONDENTS ONLY

B.5.1 Business Overview Template

Provide one (1) completed Appendix D – Business Overview Template with your submission.

B.5.2 References Testimonials Template

Respondents are to provide reference testimonials from three (3) clients. Please submit three (3) completed Appendix F – Reference Templates with your submission.

For the purposes of this RFSQ, you may send the reference template to be completed by Government or external clients, other than those employed by the PSC Organizational Development team, who are directly involved with the evaluation and/or administration of this supply arrangement. If an organization unintentionally contacts a member of the PSC Organizational Development team for a reference, they will be directed to this section of the RFSQ, and a new reference outside of the team will need to be sought.

APPENDIX C – MASTER AGREEMENT

The Appendix C - Master Agreement is attached as a separate document.

APPENDIX D – BUSINESS OVERVIEW TEMPLATE

The Appendix D – Business Overview Template is attached as a separate document.

APPENDIX E – REFERENCE TESTIMONIAL

The Appendix E – Reference Testimonial is attached as a separate document.

APPENDIX F – SUBMISSION SPREADSHEET

The Appendix F – Submission Spreadsheet is attached as a separate document.