

REQUEST FOR PROPOSALS FOR

**Matchmaking and Organizational Services
Trade Mission to Boston
December 2-5, 2019**

For Nova Scotia Business Incorporated

Request for Proposal Number: **EX2019-20-02**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Nova Scotia Business Incorporated (“NSBI”) to prospective Proponents to submit proposals for the provision of **Matchmaking and Organizational Services for a Trade Mission to Boston**, as further described in the RFP Particulars (Appendix D) (the “Deliverables”). This RFP is being conducted pursuant to the NSBI Procurement Policy and the Nova Scotia Sustainable Procurement Policy, where applicable.

The Atlantic Canada Opportunities Agency (ACOA) and Nova Scotia Business Inc. (NSBI) in collaboration with the Centre for Women in Business (CWB), are coordinating a multi-sector trade mission to Boston, Massachusetts, for high growth, women-owned or women-led businesses, planned for December 2-5, 2019.

The sectors of focus for this initiative will include, but not be limited to, ocean-tech, agri-tech, advanced manufacturing and information technology. The trade mission will consist of three days of scheduled business-to-business meetings, as well as at least one networking event.

ACOA and NSBI will lead the recruitment of Delegates, receive applications, screen and approve applicants and determine the best fit for the Delegates on the trade mission.

The trade mission will only proceed on the recruitment of a minimum of four (4) Delegates. The recruitment will not exceed a maximum of eight (8) Delegates.

NSBI is a business development agency for the Province of Nova Scotia, led by a private sector board of directors. To strengthen and grow the Nova Scotia economy, NSBI’s primary efforts are focused on helping Nova Scotia businesses grow exports through access to business advisory services, skills development and training, market intelligence, access to financing, support in accessing global markets, and by attracting innovative, globally competitive companies to establish a business location in Nova Scotia. Go to www.novascotiabusiness.com to learn more.

1.2 RFP Contact

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

Jennifer Dunbar, Contracts Specialist

E-mail: tenders@nsbi.ca

Tel: 902.424.4242

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of NSBI, other than the RFP Contact or their designate, concerning this RFP. Failure to adhere to this rule may result in the disqualification of the Proponent and the rejection of the Proponent’s proposal.

1.3 Type of Contract for Deliverables

The selected Proponent will be requested to enter into an agreement with NSBI for the provision of the Deliverables in the form attached as Appendix A to the RFP (the “Agreement”).

1.4 RFP Timetable

Issue Date of RFP	9/11/2019
Deadline for Questions	9/20/2019
Submission Deadline Date and Time	9/27/2019 @ 4:00 PM Atlantic Time
Anticipated Execution of Agreement	10/4/2019

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

1.5 Submission of Proposals

1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

Nova Scotia Business Incorporated
Attn: Jennifer Dunbar, Contracts Specialist
1800 Argyle Street, Suite 701
Halifax, Nova Scotia, Canada
B3J 3N8

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

1.5.2 Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline as indicated in section 1.4. Proposals submitted after the Submission Deadline will be rejected. NSBI’s time clock will be deemed to be correct.

1.5.3 Proposals to be submitted in Prescribed Format

In a sealed package, Proponents should submit their proposal containing **three (3)** hard copies of their proposal. In addition, one (1) electronic copy saved as a Portable Document Format (PDF) should be sent to tenders@nsbi.ca. For greater certainty, **both** hard copies and the electronic copy must be received prior to the submission deadline as indicated in section 1.4. The file name on the electronic copy should include an abbreviated form of the Proponent’s name and RFP#. If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. Unless specifically requested in this solicitation document, Proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

Sealed packages should be prominently marked with:

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

NSBI will not accept proposals submitted by facsimile transfer, or any other electronic means except as identified above.

1.5.4 Amendment of Proposals Prior to Submission Deadline

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

1.5.5 Withdrawal of Proposals

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be received by the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the Proponent. NSBI is under no obligation to return withdrawn proposals.

1.5.6 Proposals Irrevocable after Submission Deadline

Proposals shall be irrevocable for a period of **Ninety (90)** days from the Submission Deadline.

[End of Part 1]

PART 2 – EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation

NSBI and ACOA will conduct the evaluation of proposals and negotiations in the following three stages:

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pricing

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further.

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 RFP, a Proponent 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 proposal, will be disqualified.

2.2.2 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the Proponent.

2.2.3 Submission Pricing Form (Appendix C)

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

2.3 Stage II – Evaluation

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

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.4.1 Corporate Overview	10 points	N/A
D.4.2 Skills and Expertise	50 points	N/A
D.4.3 Project Management Approach	50 points	N/A
D.4.4 References	10 points	N/A
Subtotal A	120 points	84 points
C.3.1 Pricing	20 points	N/A
Total Points	140 points	N/A

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

2.3.1 Mandatory Technical Requirements

NSBI and ACOA will review the proposals to determine whether the Mandatory Technical requirements as set out in Section D.3 of the RFP Particulars (Appendix D) have been met. Proponents that do not comply with all of the Mandatory Technical requirements will be disqualified and not evaluated further.

2.3.2 Rated Criteria

NSBI and ACOA will evaluate each compliant proposal on the basis of the rated criteria as set out in Section D.4 of the RFP Particulars (Appendix D).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of compliant proposals in accordance with the price evaluation method set out in the Submission Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of Mandatory Submission requirements, Mandatory Technical requirements, and rated criteria has been completed, and only for those proposals that have met all minimum threshold scores.

2.5 Selection of Highest Scoring Proponent

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the Proponent with the highest score will be selected to enter into the Agreement in accordance with Part 3. Upon finalization of an Agreement with NSBI, the Proponent shall thereafter be known as the successful Proponent.

2.6 Notification to Other Proponents

Once an agreement is finalized and executed by NSBI with a Proponent, the other Proponents will be notified in accordance with the Terms and Conditions of the RFP Process (Part 3).

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations, or contingent statements inconsistent with the terms set out in the RFP, including the terms of the Agreement in Appendix A, either as part of its proposal or after receiving notice of selection, will be disqualified.

3.1.2 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

3.1.3 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

3.1.4 No Incorporation by Reference

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

3.1.5 References and Past Performance

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

3.1.6 Information in RFP Only an Estimate

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

3.1.7 Proponents to Bear Their Own Costs

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

3.1.8 Proposal to be retained by NSBI

NSBI will not return the proposal or any accompanying documentation submitted by a Proponent.

3.2 Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

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

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful Proponent is registered and in good standing, in accordance with applicable laws.

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

3.3 Communication after Issuance of RFP

3.3.1 Proponents to Review RFP

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

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

in writing by email to the RFP Contact, as set out in section 1.2, on or before the Deadline for Questions. NSBI is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact. NSBI is under no obligation to provide additional information, and NSBI will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. NSBI will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

3.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If NSBI, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by NSBI.

3.3.3 Verify and Clarify

During the evaluation process, NSBI may request further information from the Proponent or third parties to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the Mandatory Technical requirements set out in Section D.3 of the RFP Particulars (Appendix D). NSBI may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

3.4 Notification and Debriefing

3.4.1 Selection of Proponent and Execution of Agreement

NSBI will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement in the form attached as Appendix A to this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

3.4.2 Failure to Enter into Agreement

In addition to all of NSBI's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, NSBI may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

3.4.3 Notification of Contract Award

Once an Agreement is executed by NSBI with a Proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.4.4 Debriefing

Proponents may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent 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.

3.4.5 Supplier Complaint Procedure

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

3.5 Conflict of Interest and Prohibited Conduct

3.5.1 Conflict of Interest

NSBI may disqualify a Proponent for any conduct, situation or circumstance, determined by NSBI, 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](#)).

3.5.2 Disqualification for Prohibited Conduct

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

3.5.3 Prohibited Proponent Communications

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

3.5.4 Proponent not to Communicate with Media

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

3.5.5 No Lobbying

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

3.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of NSBI; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.5.7 Rejection of Bids

NSBI 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 NSBI, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) NSBI's past experience with the bidder within the last 18 months for similar or related services

3.6 Confidential Information

3.6.1 Confidential Information of NSBI

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

- (a) is the sole property of NSBI and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the Agreement for the Deliverables; and
- (c) must not be disclosed without prior written authorization from NSBI
- (d) must be returned by the Proponent to NSBI immediately upon request of NSBI

3.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by NSBI. The confidentiality of such information will be maintained by NSBI, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to ACOA in order to assist with the evaluation of proposals and to advisers retained by NSBI to advise or assist with the RFP process, including the evaluation of proposals.

3.6.3 Personal Information International Disclosure Protection Act

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

3.7 Reserved Rights, Limitation of Liability and Governing Law

3.7.1 Reserved Rights of NSBI

NSBI reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between NSBI and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between NSBI and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. NSBI may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither NSBI nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of NSBI's decision to not accept the proposal submitted by the Proponent, to enter

into an Agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

3.7.3 Governing Law and Interpretation

These Terms and Conditions of the RFP 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 NSBI; and
- (c) are to be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The terms of the agreement that will be used for this project are provided below.

THIS AGREEMENT is dated the **X day of X, 2019**,

BETWEEN:

NOVA SCOTIA BUSINESS INCORPORATED, a body corporate,
incorporated pursuant to the *Nova Scotia Business Incorporated Act*
(Nova Scotia)

("NSBI")

-and-

NAME OF CONSULTANT

(the "Consultant")

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto covenant and agree as follows:

1. The Consultant agrees to:

(a) provide the services and duties as set out in the Proposal (the "Services"), attached hereto as Schedule "A", under the conditions outlined in the Proposal under the direction of NSBI or its delegated representative;

(b) bring to the task the required skills and experience required to complete the Services;
and

(c) indemnify and save harmless NSBI from and against all claims, demands, actions, suits or other proceedings by whomsoever made, sustained, bought or prosecuted, in any manner based upon, occasioned by, arising out of or attributable in any way to the performance of the services of the Consultant.

2. The Consultant agrees to keep private, treat as confidential and not make public or divulge any information or material relative to the work herein described without first having obtained written consent from NSBI, and to respect the property of NSBI and the participating Nova Scotia company or companies in all materials and information to which the Consultant becomes privy or which the Consultant may generate in the performance of this Agreement. The foregoing agreement of confidentiality and non-disclosure shall not apply to any information which was known to the Consultant prior to the date of this Agreement, or which later becomes publicly known or available through no fault of the Consultant.

3. This Agreement shall be for a period commencing on the date of execution of this Agreement and ending on **XXX**.

4. (1) NSBI shall pay the Consultant for the Services to a maximum of Cdn. XXX Dollars (\$XXX) based on Cdn. XXX Dollars (Cdn. \$XXX) per participating company. NSBI shall pay 25% of the amount owed to the Consultant upon execution of this Agreement, 65% upon submission by the Consultant to NSBI of the final matchmaking schedule and 10% upon satisfactory completion of the Services. To achieve satisfactory completion of the Services, the Consultant must provide a final report to NSBI which is in form and content satisfactory to NSBI and includes complete final meeting schedules for each participating company, any immediate company results, follow-up suggestions for each participating company, and observations on what worked and what could be improved upon for future missions. On receipt of the final report from the Consultant, NSBI will evaluate the final report and the Services and will determine, in its discretion, whether to release the final 10% payment to the Consultant. NSBI's evaluation will include consideration of:

- (a) scores achieved by the Consultant in exit surveys completed by participating companies;
- (b) feedback from participating companies and partners; and
- (c) the number of meetings arranged by the Consultant per participating company.

(2) NSBI shall also pay the Consultant for travel expenses in respect of the performance of the Services (by reimbursement) if the travel expenses are approved in writing by NSBI before they are incurred and if the Consultant provides NSBI, within five (5) working days of the completion of the Services, with copies of paid invoices for the travel expenses claimed. In no event will NSBI pay more than Cdn. XXX Dollars (\$XXX) to the Consultant for travel expenses.

5. The Parties agree that NSBI shall become and remain the sole owner of all materials and information produced from the Services performed hereunder.

6. (1) This Agreement may be terminated for any reason at any time by either party upon giving ten (10) days' written notice. In the event of such termination, the Consultant shall be paid the sum or sums which have accrued up to the date of termination and such sum or sums shall be received by the Consultant in full satisfaction or discharge of all claims and demands whatsoever against NSBI in respect of this Agreement.

(2) This Agreement may be immediately terminated by NSBI on written notice if, in the opinion of NSBI, the Consultant fails to carry the terms of this Agreement. In the event of such termination, NSBI shall pay any sums which have accrued to date for any portion of the Services performed to the satisfaction of NSBI.

7. All materials, lists and information forming part of or produced in the performance of this Agreement and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the property of NSBI.

8. It is agreed that this Agreement is for the performance of services by an independent Consultant. The Consultant is not nor shall be deemed to be an employee, servant or agent of NSBI.

9. The Consultant may not assign this Agreement either in whole or in part without the prior written consent of NSBI.

10. This Agreement shall be binding upon the parties hereto, their respective heirs, their

administrators, successors, and assigns.

11. This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and shall be treated in all respects as Nova Scotia contract.

12. Any notice to this Agreement shall be deemed duly given upon delivery if delivered by hand, or on the following business day if delivered by email to the parties as follows:

To NSBI as follows:

NSBI

Attention:

1800 Argyle Street, Suite 701

Halifax, Nova Scotia, B3J 3N8

E-mail:

Phone:

To the Consultant as follows:

[NAME OF CONSULTANT]

Attention:

Consultant Address

Address line 2

E-mail:

Phone:

13. This Agreement and Schedule "A" attached hereto constitute the whole Agreement between the parties, and no prior representation or statement, oral or written, not expressly contained herein shall be binding upon either party. Any changes, waiver or amendment must be in writing and agreed to by both parties.

14. In the event this Agreement extends beyond the end of the fiscal period of NSBI then in such event any obligation of NSBI shall be subject to budget approval and appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

EXECUTED

in the presence of:

NOVA SCOTIA BUSINESS INCORPORATED

Per:

Witness Name:

Name:
Title:

Per:

Witness Name:

Name:
Title:

[NAME OF CONSULTANT]

Per:

Witness Name:

Name:
Title:

Per:

Witness Name:

Name:
Title:

Schedule "A"

1. Consultant's Proposal, dated xxx

APPENDIX B – SUBMISSION FORM

B.1 Proponent Information

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

B.2 Offer

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a proposal, the Proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form ([Appendix C](#)).

B.3 Pricing

The Proponent has submitted its rates in accordance with the instructions in the RFP and in the Pricing Form ([Appendix C](#)). The Proponent confirms that it has factored all of the provisions of [Appendix A](#), including insurance and indemnity requirements, into its pricing assumptions and calculations.

B.4 Mandatory Forms

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

FORM	INITIAL TO ACKNOWLEDGE
Appendix B - Submission Form	
Appendix C - Submission Pricing Form	

B.5 Addenda

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

B.6 No Prohibited Conduct

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

B.7 Conflict of Interest

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

- (a) in relation to the RFP process, the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of NSBI in the preparation of its proposal that is not available to other Proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under an agreement for the Deliverables, the Proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** were employees of NSBI within twelve (12) months prior to the Submission Deadline.

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

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

- The Proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the Proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

B.8 Proposal Irrevocable

The Proponent agrees that its proposal shall be irrevocable for a period of **Ninety (90)** days following the Submission Deadline

B.9 Disclosure of Information

The Proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The Proponent hereby consents to the disclosure, on a confidential basis, of this proposal by NSBI to the advisers retained by NSBI to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

B.10 Execution of Agreement

The Proponent agrees that in the event its proposal is selected by NSBI, it will finalize and execute the Agreement in the form set out in Appendix A to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the Proponent.

APPENDIX C – SUBMISSION PRICING FORM

C.1 Instructions on How to Complete Submission Pricing Form

- (a) Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Rates quoted by the Proponent shall be all-inclusive and shall include all labour and material costs, all travel, incidental, and accommodation costs for the Proponent if applicable, all insurance costs, and all other overhead, including any fees or other charges required by law.
- (c) The maximum budget cannot exceed \$48,000 excluding HST, for a maximum of eight (8) Delegates. Pricing should be presented on a per Delegate basis, with travel costs for the Proponent broken out separately if applicable. NOTE: Agreement value will be determined by the final number of Delegates.

C.2 Evaluation of Pricing

Pricing is worth 20 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each Proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated by dividing that Proponent's price for that category into the lowest bid price in that category. For example, if a Proponent bids \$120.00 for a particular category and that is the lowest bid price in that category, that Proponent receives 100% of the possible points for that category ($120/120 = 100\%$). A Proponent who bids \$150.00 receives 80% of the possible points for that category ($120/150 = 80\%$), and a Proponent who bids \$240.00 receives 50% of the possible points for that category ($120/240 = 50\%$).

Lowest rate
----- X 20 points = Score for second-lowest rate
Second-lowest rate

Lowest rate
----- X 20 points = Score for third-lowest rate
Third-lowest rate

And so on, for each proposal.

C.3 Pricing Form

C.3.1 Fixed Price per Deliverable

Prepare a fixed price per deliverable for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses.

Deliverable	Level of Effort	Fixed Price
Matchmaking Fee per Delegate		
Proponent Travel Expenses (if applicable)		
TOTAL:		

APPENDIX D – RFP PARTICULARS

D.1 THE DELIVERABLES

The Atlantic Canada Opportunities Agency (ACOA) and Nova Scotia Business Inc. (NSBI) in collaboration with the Centre for Women in Business (CWB), are coordinating a multi-sector trade mission to Boston, Massachusetts, for high growth, women-owned or women-led businesses, planned for December 2-5, 2019.

The sectors of focus for this initiative will include, but not be limited to, ocean-tech, agri-tech, advanced manufacturing and information technology. The trade mission will consist of three days of scheduled business-to-business meetings, as well as at least one networking event. The event will be organized by ACOA and NSBI, with input from the selected Proponent.

The primary objective for this trade mission is to identify potential customers for our Nova Scotia companies (“Delegate” or “Delegates”). This could mean direct sales, inclusion on bid lists, and/or opportunities to provide procurement quotes. The Proponent’s role will be to provide each participating Delegate with the opportunity to meet with pre-qualified contacts in the region while benefiting from the exposure created by a trade mission.

ACOA and NSBI will lead the recruitment of Delegates, receive applications, screen and approve applicants and determine the best fit for the Delegates on the trade mission.

The trade mission will only proceed on the recruitment of a minimum of four (4) Delegates. The recruitment will not exceed a maximum of eight (8) Delegates.

Scope of Work

The Proponent will be responsible for:

- a) Conducting a thorough review and revision of the profiles of approved Delegates;
- b) Consulting with Delegates to ensure that capabilities, capacities and objectives for the Boston market are clearly understood. Consultation with each Delegate should take place no later than two weeks after the execution of the Agreement;
- c) A systematic prospecting campaign on behalf of each Delegate to schedule a minimum of six (6) business-to-business meetings in market with qualified prospects over the three-day period of the trade mission;
- d) Weekly updates to ACOA and NSBI commencing eight (8) weeks out from the mission start date, on the status of the matchmaking and any challenges identified. Updates may be done by telephone, email or in person;
- e) Obtaining permission from ACOA and NSBI prior to any consultations with any Global Affairs Canada officials in the USA;
- f) Creating a master document tracking all meetings, including time, place, and all pertinent contact information. The master document will be supplied to Delegates as well as to ACOA and NSBI;

- g) Identification of conflicts of interest and addressing these conflicts to the satisfaction of ACOA and NSBI. This could include situations arising from two or more Delegates exporting competing products or services, especially when scheduled to meet with the same buyers or partners in market;
- h) Providing Delegates with profiles of the organizations with whom they will be meeting in advance of the trade mission (to include website, address, contact, brief company profile);
- i) Providing individual meeting schedules to Delegates and ACOA and NSBI **no later than** seven (7) days prior to their departure;
- j) Providing support in-market during the trade mission;
- k) Conducting an in-country briefing upon arrival to prepare the Delegates for their meetings;
- l) Conducting daily evening briefings on an “as needed” basis to address any issues/challenges;
- m) Assisting with coordination of an information/educational session with delegates in Boston;
- n) Providing input to any guest lists, including making connections to women business organizations (ie. Centre for Women in Business equivalent in the Boston area);
- o) Coordination of logistics, including hotel accommodations and ground transportation upon request;
- p) Post-mission follow-up with Delegates (group meeting) to debrief on trade mission experiences and suggestions for future initiatives; and
- q) A final matchmaking report, due within thirty (30) days of the completion of the trade mission.

ACOA and NSBI will be responsible for the costs related to venue bookings and catering for any briefings/receptions.

Delegates will be responsible for all costs associated with their hotel accommodations, ground transportation, meals, incidentals and air travel.

D.2 MATERIAL DISCLOSURES

- a) Lead matchmaker for the Proponent will be required to be in Boston with the delegation from December 2-5, 2019;
- b) Hours in market may extend into the evening to handle any last-minute scheduling issues, briefings, reception(s), etc.;
- c) Agreement will include a 10% holdback payable upon satisfactory completion of the final report and matchmaking evaluations from Delegates.

D.3 MANDATORY TECHNICAL REQUIREMENTS

The Proponent must disclose all major activities that they have contracted to occur within the two-month period prior to the mission and one month subsequent. Any subsequent commitments made after the award of the Agreement are to be disclosed to ACOA and NSBI at that time. Disclosure will not result in disqualification of the Proponent.

D.4 RATED CRITERIA

D.4.1 Corporate Overview (10 points)

Each Proponent should provide the following in its proposal:

- a) a brief description of the Proponent;
- b) a description of the goods and services the Proponent has previously delivered and/or is currently delivering, with an emphasis on experience relevant to the Deliverables;
- c) the roles and responsibilities of the Proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise, in the form of up-to-date curriculum vitae; and
- d) a Project Lead who will be ACOA and NSBI's main point of contact for the duration of the project.

D.4.2 Skills and Expertise (50 points)

Proponents should clearly demonstrate:

- a) proven ability to successfully coordinate matchmaking services across multiple sectors, for both products and services, with a focus on ocean-tech, agri-tech, advanced manufacturing and information technology;
- b) their experience working with women-owned and/or women-led businesses; and
- c) A broad network of contacts within the Boston and surrounding area, with a focus on women business organizations and organizations that promote supplier diversity.

D.4.3 Project Management Approach (50 points)

Each Proponent should demonstrate in its proposal:

- a) a solid understanding of the project requirements;
- b) a timeline with key milestones that are in line with the Deliverables;
- c) a clear project work plan that describes the approach/methodology that will be used to provide the Deliverables;
- d) a clear plan for management of communications with ACOA and NSBI, Delegates, and target market contacts;
- e) identification of potential challenges anticipated for the trade mission, with strategies to overcome these challenges; and
- f) strategies to coordinate logistics, with identification of any in-market logistics service providers required.

D.4.4 References (10 points)

Each Proponent is requested to provide three (3) references from clients who have obtained goods or services similar to those requested in this RFP from the Proponent in the last **three (3)** years.

Provide the name of each project reference, along with his/her 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.

NSBI will only evaluate three (3) references. If more than three (3) references are provided by the Proponent only the first three (3) listed in the proposal will be evaluated.