

# **REQUEST FOR PROPOSALS FOR**

**Consulting Services  
to Conduct a Report on Relocating the  
NSCC Marconi Campus**

**For the Department of Labour and Advanced Education**

*(Consecutive Negotiations)*

Request for Proposal Number: WS105316629



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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 the Province of Nova Scotia (the “Province”) on behalf of the Department of Labour and Advanced Education (LAE) to prospective proponents to submit proposals for the provision of a NSCC Marconi Campus Relocation Report as further described in the RFP Particulars (Appendix D) (the “Deliverables”). This RFP is being conducted pursuant to the Nova Scotia Sustainable Procurement Policy and Procurement Manual.

LAE contributes to a competitive workforce by making strategic investments in people, programs, services and partnerships. LAE’s mandate is to provide a fair, equitable, safe, productive and inclusive environment in which to learn, work and live.

The consulting team will report to a Steering Committee, led by LAE. The objective of this RFP is to obtain the services of a consulting team to undertake a study to identify the best approach to relocate the existing Marconi campus to the downtown core of Sydney. The study is intended to provide the Province with a well-defined project scope that maximizes the current and future opportunities presented by this new development. The proposed approach needs to balance the goals of strengthening student enrolment, revitalizing downtown Sydney, promoting strong tourism, as well as building an energy efficient and sustainable building in support of an economically feasible approach.

The following outlines the work to be undertaken by the consulting team through three phases of activity:

- Phase 1 - Targeted Consultation, Programming Review and Scope Development
- Phase 2 - Space Requirements and Site Options for the New Development
- Phase 3 - Cost Estimating and Procurement Options

### **1.2 RFP Contact**

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

Najah Ibrahim  
Category Manager  
Najah.Ibrahim@novascotia.ca

Proponents 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 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 direct contract negotiations to finalize an agreement with the Province for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Province and the selected proponent. The final agreement will be substantially in the form of Appendix A, subject to negotiation within the framework of this RFP. The initial term of the agreement will be for a period of **twelve**

**(12) months.** The Province reserves the right to extend the agreement for **an additional six (6) months** beyond the initial term, for an overall potential maximum of **eighteen (18) months** in total.

#### 1.4 RFP Timetable

Issue Date of RFP	<b>11/24/2017</b>
Deadline for Questions	<b>12/7/2017</b>
Submission Deadline Date and Time	<b>1/3/2018 @ 2:00 PM Atlantic Time</b>
Rectification Period	<b>7 days</b>
Anticipated Ranking of Proponents	<b>1/29/2018</b>
Contract Negotiation Period	<b>5 days</b>
Anticipated Execution of Agreement	<b>2/14/2018</b>

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

#### 1.5 Submission of Proposals

##### 1.5.1 Proposals to be submitted at the Prescribed Location

Proposals must be submitted at:

**Department of Internal Services – Procurement**  
1660 Hollis Street, Suite 502  
Halifax, Nova Scotia  
B3J 1V7

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. The Province’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 the following:

- 1) Include **four (4)** hard copies of the technical proposal and one (1) electronic copy of the technical proposal saved as a Portable Document Format (PDF) on a USB flash drive, unless otherwise indicated.

Technical proposal packages should be prominently marked as “Technical Proposal” with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the technical proposal should include an abbreviated form of the proponent’s name and RFP #.

Technical proposals should be comprised of: a) completed Appendix B Submission Form, b) completed response to Appendix D – RFP Particulars, and c) other mandatory submission requirements, as applicable. Financial information is not to be included in the technical proposal. Label the USB flash drive with the proponent’s name and RFP #.

- 2) **In a sealed envelope which should be included in the sealed package**, include one (1) hard copy of the financial proposal (completed response to Appendix C – Submission Pricing Form) and one (1) electronic copy of the financial proposal saved as a PDF or MS Excel on a USB flash drive.

Financial proposal envelopes should be prominently marked as “Financial Proposal” with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the financial proposal should include an abbreviated form of the proponent’s name and RFP #. Label the USB flash drive with 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. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

The Province will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

#### **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. Amendment 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**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact as set out in section 1.2, and must be signed by an authorized representative of the proponent. The Province is under no obligation to return withdrawn proposals.

[End of Part 1]

## PART 2 – EVALUATION AND NEGOTIATION

### 2.1 Stages of Evaluation and Negotiation

The Province will conduct the evaluation of proposals and negotiations in the following four stages:

Stage I: Mandatory Submission Requirements

Stage II: Evaluation

Stage III: Pricing

Stage IV: Ranking and Contract Negotiations

### 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. If a proposal fails to satisfy all of the mandatory submission requirements, the Province will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal 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 proponent.

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

#### 2.2.1 Submission Form (Appendix B)

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

#### 2.2.2 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.7.1 Executive Summary	5 points	
D.7.2 Proposed Approach and Project Plan	35 points	
D.7.3 Demonstrated Experience and Project References	35 points	
D.7.4 Sustainability	10 points	
D.7.5 Added Value	10 points	
<b>Subtotal A</b>	<b>95 points</b>	<b>70% of Subtotal A</b>
C.3.1 Pricing	35 points	
<b>Total Points</b>	<b>130 points</b>	

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

### **2.3.1 Mandatory Technical Requirements**

The Province 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. Questions or queries on the part of the Province as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Section 3.3.4. If the proponent fails to satisfy the mandatory technical requirements, its proposal will be excluded from further consideration.

### **2.3.2 Rated Criteria**

The Province 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 Stage IV – Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and each proponent will be ranked based on its total score. The top-ranked proponent will receive a written invitation to enter direct contract negotiations to finalize an agreement with the Province. Upon finalization of the Agreement with the Province, the proponent shall thereafter be known as the successful Proponent.

### **2.5.2 Consecutive Negotiations Process**

Any negotiations will be subject to the process rules contained in the terms and conditions of the RFP Process ([Part 3](#)) and will not constitute a legally binding offer to enter into a contract on the part of the Province 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 the Province and the selected Proponent. Negotiations may include requests by the Province 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 the Province for improved pricing or performance terms from the Proponent.

### **2.5.3 Time Period for Negotiations**

The Province intends to conclude negotiations and finalize an agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the Province 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.

#### **2.5.4 Failure to Enter into Agreement**

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

#### **2.5.5 Notification to Other Proponents**

Once an agreement is finalized and executed by the Province 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 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.

#### **3.1.2 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.

#### **3.1.3 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.

#### **3.1.4 References and Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

The Province 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.

#### **3.1.6 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.

#### **3.1.7 Proposal to be retained by the Province**

The Province will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

The Province makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described 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 from resources within the Province.

## **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. The Province 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. The Province is under no obligation to provide additional information, and the Province 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. The Province 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 the Province, 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 the Province.

### **3.3.3 Verify and Clarify**

During the evaluation process, the Province may request further information from the proponent or third parties in order 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](#)). The Province 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 Notification of Outcome of Procurement Process**

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

#### **3.4.2 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.

#### **3.4.3 Supplier Complaint Procedure**

If a proponent wishes to file a complaint in regards 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 the Province will respond in accordance with its Supplier Complaint Protocol.

### **3.5 Conflict of Interest and Prohibited Conduct**

#### **3.5.1 Conflict of Interest**

The Province may disqualify a proponent for any conduct, situation or circumstance, determined by the Province, 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**

The Province may disqualify a proponent, rescind an invitation to negotiate or terminate an agreement entered into if the Province, 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 the Province, and then only in coordination with the Province.

#### **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 the Province; 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**

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 Contractor 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 bidder within the last 18 months for similar or related services.

## **3.6 Confidential Information**

### **3.6.1 Confidential Information of the Province**

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

- (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 RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Province, and;
- (d) must be returned by the proponent to the Province immediately upon request of the Province.

### **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 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. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Province 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 Procurement Process Non-binding**

### **3.7.1 No Contract A and No Claims**

This procurement process is not intended to create or be deemed to 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 RFP 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.

### **3.7.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating a potential agreement for the Deliverables. No legal relationship or obligation regarding the procurement of any good or service shall be created between a proponent and the Province by this RFP process until the successful negotiation and execution of a written agreement between a proponent and the Province for the acquisition of such goods and/or services.

### **3.7.3 Non-binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Province to enter into an agreement with a proponent for the Deliverables.

### **3.7.4 Cancellation**

The Province may cancel the RFP process without liability at any time prior to the execution of a written agreement between the Province and a proponent.

## **3.8 Governing Law and Interpretation**

These terms and conditions of the RFP Process (Part 3):

- (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 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 – FORM OF AGREEMENT

The standard services agreement is available online at:

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

## 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 Name and Title:	Contact
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 Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 proponent unless and until the Province and the proponent execute a written agreement for the Deliverables.

### B.3 Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form ([Appendix C](#)).

#### **B.4 Mandatory Forms**

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

<b>FORM</b>	<b>INITIAL TO ACKNOWLEDGE</b>
Appendix B - Submission Form	
Appendix C - Submission Pricing Form	

#### **B.5 Non-binding Pricing**

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form ([Appendix C](#)). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work with the Province.

#### **B.6 Addenda**

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

#### **B.7 No Prohibited Conduct**

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

#### **B.8 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 the Province 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 the Province 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.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 the Province to the advisers retained by the Province to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

\_\_\_\_\_  
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 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.

### C.2 Evaluation of Pricing

Pricing is worth **35** points of the total score.

Pricing will be scored based on a relative pricing formula using the total fixed price 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 Total available points = Score for second-lowest rate  
Second-lowest rate

Lowest rate  
----- X Total available 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 Phase

Prepare a fixed price per phase for your proposed services. Provide appropriate details to support these figures, including estimates of the work effort and a breakout of expected expenses. The proponent will be evaluated solely based on their total fixed price, as outlined above.

Phase	Fixed Price
<b>1 - Targeted Consultation, Programming Opportunities, and Development Scope</b>	
<b>2 - Space Requirements and Site Options for the New Development</b>	
<b>3 - Cost Estimating and Procurement Options</b>	
<b>TOTAL</b>	

**C.3.2 Per Diem Rates**

Prepare the following table for inclusion in your proposal. Identify the names of all persons who will contribute to the routine management and/or the performance of the required services, and their per diem rate. Per Diem rates are based on a seven-hour work day, and do not include taxes. These rates will apply to any work required for potential contract extensions, as per section D.4.

Name	Per Diem Rate
	\$
	\$
	\$

## APPENDIX D – RFP PARTICULARS

### D.1 PROJECT OVERVIEW

LAE contributes to a competitive workforce by making strategic investments in people, programs, services and partnerships. LAE’s mandate is to provide a fair, equitable, safe, productive and inclusive environment in which to learn, work and live.

Within LAE, the Universities and Colleges Division develops and manages funding agreements between the province and the public post-secondary institutions, analyzes reports and publications, conducts Nova Scotia based higher education research, and represents the Province at a regional and national level on post-secondary education issues.

The Nova Scotia Community College (NSCC) is a key partner in preparing Nova Scotia’s workforce for labour market opportunities and as such the Province works closely with NSCC due to the important role they play in preparing Nova Scotians for challenging and rewarding careers.

NSCC has learning environments located in sixteen locations across Nova Scotia. Thirteen are full-service campuses while three are community facilities that provide programs designed to fit the needs of specific groups of students and the communities they live in.

Located in Sydney, Nova Scotia, the Marconi Campus (Marconi) sits adjacent to Cape Breton University (CBU), approximately ten kilometers inland from Sydney Harbour. The campus business centre serves as an incubator for small businesses and provides opportunities for students to work part-time in their field of study and build their portfolio. The campus offers a library, computer labs, meeting rooms, a full-service cafeteria and café, bookstore and is home to the Portfolio Life Cultural Centre and the Petroleum Institute.

Marconi currently comprises a total of 236,820 square feet of space which includes a sheet metal garage (1,318 square feet) and a new trades wing (27,000 square feet) which was added in 2011. The campus offers a range of programming including Business Administration, Electronic Engineering, Information Technology, Metal Fabrication, Plumbing and Social Services to name a few.

The objective of this RFP is to obtain the services of a consulting team to undertake a study to identify the best approach to relocate the existing Marconi campus to the downtown core of Sydney. The study is intended to provide the Province with a well-defined project scope that maximizes the opportunities presented by this new development. The proposed approach needs to balance the goals of strengthening student enrolment, revitalizing downtown Sydney, promoting strong tourism, as well as building an energy efficient and sustainable building in support of an economically feasible approach.

#### D.1.1 Project Phases & Timeframe

The following outlines the work to be undertaken by the consulting team in three defined phases of activity upon contract award, with specific deliverables associated with each phase. The table below summarizes the three phases and estimated timelines:

Phase	Description	Delivery Timeline
1	Targeted Consultation, Programming Review, and Scope Development	4 months
2	Space Requirements and Site Options for the New Development	2 months
3	Cost Estimating and Procurement Options	2 months
<b>Total Duration</b>		<b>8 months</b>

The responsibility of the consulting team will be to deliver all three phases of the project on time, on budget and in compliance with the deliverables outlined in this RFP.

#### **D.1.2 Phase 1: Targeted Consultation, Programming Review, and Scope Development**

The purpose of this phase is to assist in defining the scope of the new development, answering questions such as:

- What is the impact of relocating the Marconi campus?
- What other impacts need to be considered as decisions are made regarding this new development?
- Should other College programs or services be considered in the new development?

This phase includes but is not limited to the following activities:

##### *Campus Programming and Administrative Impacts*

- Assessment of current program offerings and identification of future program opportunities that could be realized from Campus relocation to the downtown core
- Identification of any program or administrative impacts to CBU by moving the Marconi campus to downtown Sydney, including strategies to mitigate these impacts

##### *Targeted Consultation*

- Targeted consultation with the following stakeholders to achieve the following:
  - NSCC representatives – identify other appropriate opportunities for inclusion in the new Marconi campus development
  - CBU representatives – identify impact to CBU regarding the Campus relocation (i.e. student enrolment, facility management, public services)
  - Cape Breton Regional Municipality (CBRM) – ensure alignment with proposed design plan for the downtown revitalization

##### *Regional Impact Identification & Risk and Mitigation Strategies*

The relocation of the Marconi campus will have an impact on both the existing campus location as well as the proposed location in downtown Sydney.

- Identification and analysis of any impacts affecting post-secondary students including but not limited to:
  - community programs and services
  - housing and accommodations
  - transportation
  - economic development
  - campus culture
- Identification of strategies to mitigate potential risks associated with identified impacts noted above
- Following consultation with impacted stakeholders (i.e. NSCC, CBU, CBRM), identify potential uses for the current Marconi campus once the new campus downtown has been constructed and made available for use

#### **D.1.3 Phase II: Space Requirements and Site Options for the New Development**

Phase II will build upon the findings and recommendations from Phase I in order to identify space and infrastructure requirements as well as site options for the new campus.

##### *Space and Infrastructure Requirements*

- Identification of current and proposed space and infrastructure requirements of the Marconi

Campus including proposed strategies for footprint reduction without compromising learning requirements and service delivery to students

- Successful proponent is required to consult with NSCC to discuss strategies for maximizing the use of the available space (i.e. multi-functional use)

#### *Site Options*

- Identification of viable sites for a new development in downtown Sydney with an assessment of the advantages and disadvantages of each
  - Site description should include but is not limited to ownership, physical characteristics, development restrictions and servicing requirements
  - Sites identified that allow for future development opportunities would be considered an asset

#### **D.1.4 Phase III: Cost Estimating and Procurement Options**

The final phase of the project will include a complete review of the identified options and outline a proposed approach for the construction, including cost per square footage estimate.

- Review options encompassing various combinations and approaches to construction, including design-build and design-build-finance-maintain models and alternative procurement options
  - The NSCC Marconi campus building(s) will aim to achieve LEED certification, with the goal of being one of the most energy efficient post-secondary building(s) in Atlantic Canada
- Preparation of a Class D order of magnitude budgetary estimate for each site identified in Phase II
  - Class D estimates are conceptual estimates based on the project scope (the work that needs to be accomplished to deliver the project) and functional requirements (the output specifications/ deliverables of a project), and are usually presented in unit cost analysis format (applying a monetary rate to an element, sub-element or component per unit of measurement), such as cost per m<sup>2</sup>.

## **D.2 PROPONENT QUALIFICATIONS**

The steering committee is seeking a qualified consulting team with previous experience and skills in accordance with the requirements of this RFP, including:

- Post-secondary institutional knowledge (prior experience working with post-secondary institutions would be considered an asset)
- Development and implementation of multi-phase development projects
- Ability to work independently and meet project deadlines
- Research, writing, facilitation, communication and project management skills
- Understanding of regional policy
- Knowledge of project cost estimation (i.e. cost per square footage)
- Construction of new builds (prior experience related to LEED certified buildings is considered an asset)

## **D.3 DELIVERABLES**

The successful consulting team will undertake several activities to identify the best approach to relocate the existing Marconi campus to the downtown core of Sydney. The successful consulting team will be responsible to ensure the completion of the following deliverables by **October 1, 2018**.

- Provide a methodology and schedule for this work including but not limited to resources, time, cost, risks, etc.

- Work closely with NSCC representatives to obtain a comprehensive knowledge of the current Marconi Campus, the programs offered, the current challenges faced at the existing location and potential opportunities including new program offerings, expansion of current programs, etc.
- Consult with other stakeholders including representatives from the CBRM, CBU, and other potential impacted stakeholders
- Provide regular updates and reporting as defined by the steering committee

The Executive Director, Universities and Colleges, is the primary contact and departmental liaison. All project deliverables are to be presented in draft form to the Executive Director for review, approval and acceptance before final copies are circulated. The steering committee will be consulted as part of the approval process. All work products are the property of LAE.

A steering committee will be established comprising of six senior staff, to be defined at the onset of the project. This may be augmented or adjusted at any time by the Executive Director to support the success of the project. The steering committee will be made available to provide advice, direction and approvals to the consulting team or consulting team leads.

### **D.3.1 Project Tasks and Deliverables**

The following deliverables will be provided to the steering committee upon completion of each phase:

<b>Phase</b>	<b>Deliverables</b>
<b>1 - Targeted Consultation, Programming Opportunities, and Development Scope</b>	<p>Comprehensive discussion report/paper based on consultation with key stakeholders (i.e. NSCC, CBU, CBRM) which includes but is not limited to:</p> <ul style="list-style-type: none"> <li>○ NSCC programming implications (i.e. is there opportunity for new programming to be introduced at the new site)</li> <li>○ Specific impacts to CBU (if any) as a result of moving the Marconi campus to downtown Sydney (i.e. impact and cost impact of water tower maintenance for example)</li> <li>○ Identification and analysis of impacts and opportunities on other programs and services affecting NSCC students and community residents including strategies to mitigate these impacts and/or capitalize on the opportunities identified</li> </ul>
<b>2 - Space Requirements and Site Options for the New Development</b>	<p>Report identifying current and proposed space and infrastructure requirements of the Marconi Campus, based on findings from Phase I and keeping in mind the goal of building a LEED certified building</p> <p>Report identifying viable sites with an assessment of the advantages and disadvantages of each.</p> <p>Assessment of each site should include but is not limited to the following:</p> <ul style="list-style-type: none"> <li>○ Identification of ownership for each property included in the identified site</li> <li>○ Identification of what currently exists at the site, including physical site characteristics (dimensions and landscape)</li> <li>○ Identification of any regional development restrictions</li> <li>○ Utility servicing requirements</li> <li>○ Access to parking</li> <li>○ Proximity to the waterfront</li> <li>○ Compliance with Accessibility Legislation</li> </ul>

	○ Opportunities for future development growth
<b>3 - Cost Estimating and Procurement Options</b>	Report outlining the options, encompassing various combinations and approaches to ensure LEED certified construction, including design-build and design-build-finance-maintain models and alternative procurement options along with a Class D order of magnitude budgetary estimate for each site option

#### D.4 POTENTIAL CONTRACT EXTENSIONS

The intention of the contract is to complete deliverables as described in this RFP. The contract may be further extended as noted in section 1.4 to accommodate one or both scenarios described below:

- (a) At the discretion of the Province, the contract with the successful consulting team may be extended after **October 1, 2018**, after the completion of the above deliverables, to provide additional consulting services on an as needed basis to the Province.
- (b) Upon successful completion of the deliverables, additional work may be requested at the sole and absolute discretion of the Province. There is no guarantee of this additional work being requested.

Fees charged for this consulting work will be in accordance with the Per Diem table noted in section C.3.2. There is no guarantee that the contract will be extended.

The successful consulting team may be asked to submit a detailed work plan and budget for the additional work. Should the Province deem the detailed work plan and budget unacceptable, or for any other reason, the Province reserves the right to issue a subsequent RFP/tender to address any of this additional work. The decision whether to amend an existing contract and/or to issue a subsequent tender is at the sole discretion of the Province.

#### D.5 MATERIAL DISCLOSURES

##### D.5.1 Neglect of contractual duties

- a) Key Performance Indicators or Service Level Agreements will be defined and agreed upon during negotiation.
- b) Departmental representatives will inform the successful proponent(s) of their non-performance/unsatisfactory performance (“Preliminary Notice”) and request the appropriate corrective action or remedy of any Key Performance Indicators that are not met. The communication is to be documented in an email to the supplier and a cc. to Procurement.
- c) If the successful proponent(s)’s response or corrective action remains unsatisfactory, departmental staff should involve Procurement in a meeting with the successful proponent(s), followed by a formal letter issued by Procurement (“Official Notice”) notifying the successful proponent(s) that it is in default of its contractual obligation. Within this Official Notice, the successful proponent(s) will be given a limited time period in which the supplier must take all such actions necessary to rectify the issues and maintain the standard of service/provide the deliverables required under the contract terms and conditions.
- d) A register of Preliminary and Official Notices will be kept by Procurement. Once three (3) Official Notices have been given to the successful proponent(s) in relation to categories that will be defined and agreed upon during negotiation (which could include but is not limited to services, invoicing, delivery or install) within a twelve (12) month period, the Province will require immediate action



and communication from the successful proponent(s) identifying a permanent corrective action or remedy, if the successful proponent(s)'s response or corrective action remains unsatisfactory, the Province may immediately take action to invoke any and all remedies available to it under the contract including termination.

- e) Notwithstanding the above, should Procurement register over ten (10) Preliminary Notices regarding the categories defined and agreed upon during negotiation (e.g. services, invoicing, delivery, install or product), the Province will require immediate action and communication from the supplier identifying a permanent corrective action or remedy. If the successful proponent(s)'s response or corrective action remains unsatisfactory by the Province, the Province may immediately take action to invoke any and all remedies available to it under the contract including termination.

## **D.6 MANDATORY TECHNICAL REQUIREMENTS**

The project team lead shall have a minimum number of five (5) years of experience in delivering services similar in nature to those outlined in this RFP

## **D.7 RATED CRITERIA**

The rated criteria questions are comprised of the following sections:

- D.7.1 Executive Summary
- D.7.2 Proposed Approach and Project Plan
- D.7.3 Demonstrated Experience and Project References
- D.7.4 Sustainability
- D.7.5 Added Value

The proponent should provide responses to the following questions in its proposal. These questions are part of the rated criteria as indicated in section 2.3. Proponents who do not meet a minimum threshold score for a Subtotal A for each technical proposal package will not proceed further in the evaluation process.

### **D.7.1 Executive Summary - Total Points (5 Points)**

Provide a brief summary of your understanding of the service requirements specified in this RFP, highlighting the key features of your proposal. This content should be expressed in your own words and not simply recite the requirements specified in this document. It should allow the Evaluation Team to quickly gain an overall perspective of your proposal, prior to reviewing it in detail.

The response should not exceed **one (1) page**.

### **D.7.2 Proposed Approach and Project Plan – Total Points (35 points)**

- a) Describe the approach proposed to address the deliverables detailed in section D.3. Include any notable methodologies, innovative solutions, tools and techniques, and their respective suitability to this project.
- b) Provide a project plan that reflects the proposed approach/process that demonstrates the ability to meet the schedule requirements for this project, including any applicable timeline milestones.

The response should not exceed **two (2) pages**.

### D.7.3 Demonstrated Experience & Project References (35 Points)

#### D.7.3.1 Proposed Team Structure

The successful proponent shall provide the required resource(s) to fulfill the requirements for all three phases outlined in the RFP.

The proponent should be able to demonstrate that their **proposed resource(s)** as a whole **meets or exceeds the service requirements**. The project team lead shall have a minimum number of five (5) years of experience in delivering services similar in nature to those outlined in this RFP. Prepare the table below to identify the project lead who will be assigned to the project, as well as all additional personnel. As shown, provide each person's name, title, role on this project, and his/her experience in this role.

Name	Title	Project Role	Role Experience (# years)

#### D.7.3.2 Project References

Provide at least **three (3) project references**, for work completed in the past five (5) years that is similar in nature to the requirements defined in this RFP, selecting clients that are similar to post-secondary institutions. The references must include at least one of the proposed team resources identified in D.7.3.1 (i.e. project team lead). Proponents are to provide contact information for the project references, including contact name, his/her phone number and email address.

Each reference should provide the following:

- a brief description of the team members involved
- a description of the goods and services the proponent has previously delivered and/or is currently delivering
- confirmation of proponent's knowledge, skills (i.e. communication as well as technical) and expertise relevant to this project
- overall satisfaction of the goods and services provided on the project (i.e. met requirements, on time and on budget)

The response should not exceed **three (3) pages**.

#### D.7.3.3 Resource Management

By virtue of responding to this RFP, the proponent is **committing to make the proposed resources available** to this project when needed and, once the project begins, the proponent agrees to take any steps necessary to ensure the ongoing availability of its proposed resources during this project.

The Province acknowledges that instances can arise where a proposed resource is no longer employed by or associated with the proponent, or is otherwise unavailable to the proponent at the time of the

service requirement. In these cases, the proponent agrees to provide **replacement resources with equivalent (or greater) experience and capability**, and the selection of the replacement resources will be subject to the approval of the steering committee.

Describe the process that would be used for including the steering committee in the selection of replacement resources and for securing steering committee approval. Describe how changes in the project team lead would be handled, if this becomes necessary.

The response should not exceed **one (1) page**.

If new service requirements emerge during the project, the steering committee will make every effort to provide the successful proponent with as much advanced notice as possible. Describe the process and typical timelines involved in making **additional resources** available to this project.

The response should not exceed **one (1) page**.

Describe the process that would be used to resolve a situation where the steering committee concludes that an assigned resource from the proponent is **not performing** their responsibilities adequately.

The response should not exceed **one (1) page**.

#### **D.7.3.4 Management of Project Risk**

Identify potential risks that the steering committee could expect to emerge during this project and their related impacts.

Describe what strategies you would implement to mitigate these risks. At a minimum, three (3) risks and their associated mitigation strategies should be provided.

The response should not exceed **one (1) page**.

#### **D.7.4 Sustainability (10 points)**

The Province is committed to purchasing goods, services, and construction in a manner that is better for our economy, our environment, and our communities. To find out more about this initiative, go to: <http://www.novascotia.ca/tenders/policies-processes/sustainable-procurement.aspx>

The Province recognizes the importance of involving suppliers early on in this process. The success of the ability to purchase sustainably relies on the capacity of suppliers to meet government's requirements. To help the Province better understand the sustainable attributes for this procurement the proponent should prepare the following:

- Given the requirements in this RFP, describe how the service that you are proposing will be provided in a sustainable manner. Possible considerations include: applicability of LEED certifications, greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development.

**D.7.5 Added Value (10 points)**

‘Added value’ is the realization of additional benefits beyond the inherent worth of a good or service. Some examples include approach, expertise, references, resources, management, tools and/or methodologies, etc., or a combination of these.

Describe what distinguishes your company within your industry (e.g., awards, recognitions, innovative solutions, technology and capabilities) and any value-added services that your company is capable of providing that may be of substantial benefit or interest to the Province.

The response should not exceed **one (1) a page**.