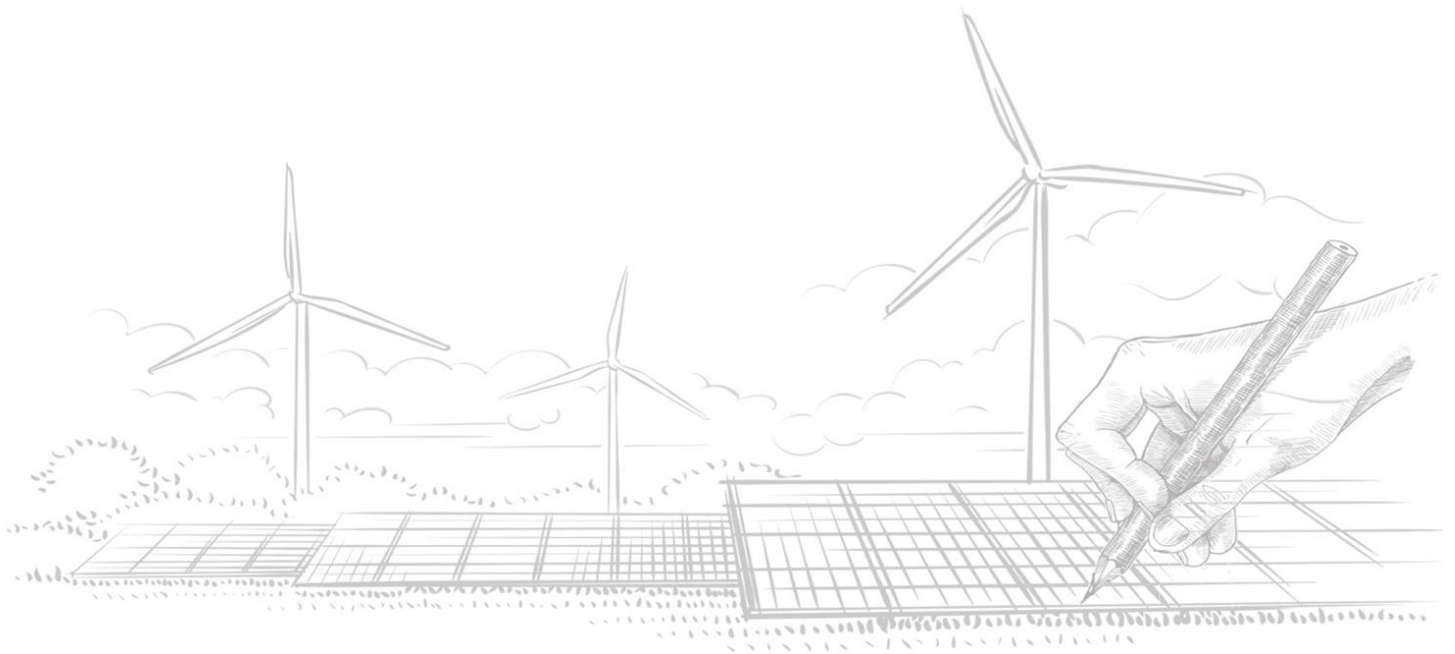


Request for Standing Offers (RFSO)

5 MW Solar Photovoltaic Facility Development

Project Development Services



ISSUED BY:	Alternative Resource Energy Authority (AREA)
REFERENCE #:	AREA2022007
CONTACT NAME:	Andrew Swift
CONTACT EMAIL:	procurement@municipalenergy.ca
RFSO ISSUE DATE:	November 25 th , 2022
RFSO CLOSING DATE:	December 16 th , 2022
RFSO CLOSING TIME:	5:00 PM Atlantic Time



Summary, Contents & Instructions:

Summary:

This Request for Standing Offers (the “RFSO”) is an invitation by the Alternative Resource Energy Authority (AREA) to prospective Proponents to submit a Standing Offer Proposal for the provision of professional and consulting services on a standing offer basis. The Standing Offer is not a contract. AREA intends to shortlist two or more firms for each category of tasks, as listed in Part A, and request quotes from the listed firms as scopes of work are ready to execute. Professional and consulting support services may include any work and/or consultation associated with planning, development and execution of an engagement that requires professionals for services outlined in [Part A: The Services](#).

Period of Standing Offer:

The period for placing call-ups against the Standing Offer shall be for (2) years commencing from the start date identified on the Standing Offer with an option to extend the Standing Offer for an additional consecutive twelve (12) month period.

Documents for this RFSO will be available through:

- NS Tenders (<https://procurement.novascotia.ca/ns-tenders.aspx>)
- MERX (<https://www.merx.com/>)

Contents:

This Request for Standing Offer (the “RFSO”) is organized as follows:

- [Part A: The Services](#) – full details of the professional services required by AREA
- [Part B: The RFSO Process](#) – the process for submissions, evaluation, and award for the RFSO
- [Part C: Proposal Submission Requirements and Appendices](#) – the forms a Proponent should submit in their proposal and any other appendices



Part A: The Services

Part A provides detail on the services required by AREA for Solar Photovoltaic (PV) Facility (Solar Garden) engineering, regulatory & management support requirements, environmental & investigative services, community engagement services, and project management services required from time to time. Proponents should read this section in detail and ensure they are fully capable of providing the services, work and deliverables outlined below. This section will form the Scope of Work in an agreement or contract with the successful Proponents.

1. Summary

The Nova Scotian Towns of Antigonish, Berwick and Mahone Bay (Towns) each own and operate a municipal electric utility (MEU) to distribute power safely and cost-effectively within their service territory. AREA is an energy services company owned by the Towns with a mandate to leverage clean technology to reduce the cost and carbon intensity while improving the security of the energy that powers these communities and other municipalities in Atlantic Canada.

2. Background

AREA is planning the development and construction of four (4) community solar photovoltaic (PV) facility projects within regions outside the owner Towns' utility service areas. The projects will each be approximately five (5) mega-watts (MW) and the following regions are being considered for the construction of the facilities.

1. Region 1: Colchester County, NS
2. Region 2: Shelburne County, NS
3. Region 3: Cumberland County, NS
4. Region 4: Lunenburg County, NS

The solar systems are expected to span approximately 3 acres (~ 12 000 square meters) per one (1) MW depending on the efficiency of the modules selected and the final racking design. The entire facility is expected to be approximately 25 acres (~ 100 000 square meters), to account for additional space required for equipment / spare parts storage, fencing, access roads, and a buffer between the solar system and potential forestation.

AREA has released this single RFSO for site surveying, geotechnical investigations, distribution system impact studies, preliminary engineering design services, community engagement services, owner's engineering services, and project management services for the project sites under consideration. No other technical studies have been prepared, and no other information, outside of what is included with this RFSO, and accessible through publicly available sites such as provincial open data portals, is



available to Proponents.

The purpose of this RFSO is to receive Proponent proposals and generic price offerings for the services required for the four (4) projects stated above. Using the established evaluation criteria outlined in Section 5, AREA will shortlist two (2) Proponents per service to move forward with. Once the two shortlisted Proponents have been selected for each service, further information will be given regarding project locations.

Please note that a Proponent is not required to provide a standing offer for all of the required service categories outlined in this RFSO. A Proponent may provide a standing offer for one, or more, of the professional services. For further clarity, for example, a Proponent may provide a standing offer for only the preliminary engineering services, and that would be an eligible submission.

AREA is seeking to engage the services of qualified Proponent(s) to conduct studies, prepare designs, technical reports and other professional services for the solar systems as part of AREA's planning, design, and due diligence. The scope of required professional services for each service category requested in this RFSO is outlined in Section 3 below.

3. Services

This section details the scope of work, requirements and deliverables for the services requested under this RFSO. The Services shall be defined as specific tasks by AREA and identified by way of a Task Order with an associated scope of work.

3.1 Scope

The scope of work is divided into seven components: Surveying, Geotechnical Investigation, Distribution System Impact Study, Preliminary Engineering Design Services, Community Engagement Services, Owner's Engineering Services, and Project Management Services.

The Scope of Work in this RFP is not written to be all inclusive or prescriptive and should be used as a guide. AREA welcomes suggestions, recommendations, methods, appropriate or applicable design standards, industry best practices and further details from Proponents on the work and deliverables to be performed as part of the Approach & Methodology section of their Proposal.

3.1.1 Surveying

The following services are required for the Surveying of all four (4) projects:



- Perform all research necessary to assist in boundary determination, including extent of title and identify any easements and restrictions affecting the property.
- Perform an Initial field boundary survey to establish Lot boundaries and locate existing boundary evidence for existing Lot. Locate all significant, visible improvements to Lot including buildings, services and site features with respect to property surveyed. Field Survey to follow Nova Scotia Survey Regulations and Standards of Practice.
- Prepare a CAD drawing with Lot Boundaries, easements and site features that affect the project site, referenced to provincial control system and coordinated with respect to the client specified system.
- (Optional) If no recent legal survey is registered, prepare a legal plan of survey in accordance with the Nova Scotia Survey Regulations that will be filed at the Land Registry Office.
- Perform a Second Field Survey to flag clearing limits for project site.
- Perform a Topographic Survey of the Project Site, once cleared, locating existing ground surface elevations throughout the property and site features, such as roads, buildings, utility services, municipal services, driveway, parking lots, etc. .
- Prepare AutoCAD drawing, point file and plan illustrating topographic survey, referenced to provincial control system, and coordinated with respect to the client specified system.
- Provide possible utility and access easement plans and descriptions in favor of the Project.
- (Optional) Provide construction layout of concrete bases, underground services, etc. .

3.1.2 Geotechnical Investigation

The objective of the geotechnical investigation is to assess subsurface soil conditions and provide geotechnical recommendations pertaining to the design and construction of the foundations for the solar projects. The requirements listed in these specifications should be considered minimum requirements and not necessarily all-inclusive.

As part of their submission, the successful Proponent must propose a specific sampling, testing, and analysis strategy for the geotechnical investigation. The proposed geotechnical investigation strategy will be based on industry best practices, any applicable codes and standards, and accepted engineering principles. A complete geotechnical investigation and analysis shall consist of field sampling, laboratory testing, and engineering analysis and evaluations, with the results, recommendations and conclusions presented to AREA in report form.

The report shall include technical recommendations for the solar system foundation designs, including but not limited to, helical piles, driven piles, micropiles, ballasted concrete, concrete sonotubes, or any other foundation design that meets the technical requirements of the sites. Specifically, an opinion on the technical viability of the foundation designs listed above shall be provided and any limitations, warnings, or associated risks identified. The geotechnical report shall recommend and rate foundation designs that are compatible with the geotechnical conditions of the sites.



Additionally, the report shall include recommendations and corrosion protection strategies for both underground steel and concrete, pile drive frequency, minimum pile size, and any geologic conditions that may prevent the development of the project.

The geotechnical report shall present all data, and observations, obtained during the investigation, both in the field and laboratory, all engineering analyses, and recommendations and conclusions for the use of various soils and soil conditions encountered on the project.

As part of the analysis requirements, the successful Proponents' scope of work and responsibilities include, but are not limited to, the following for all four (4) projects:

Background:

- Conduct a preliminary site visit and meet with AREA and municipal staff to discuss the project and review preliminary conceptual designs for the solar projects.
- Review background information including readily available geologic maps, topographic maps, provincial open data portals and any other publicly available information about the sites.
- Perform utility locates prior to any ground disturbance to determine potential conflicts with underground utilities.

Boreholes:

- Consult with AREA staff on the Proponent's proposed borehole locations and justifications.
- Drilling and sampling work will be conducted in accordance with ASTM D1586 and any other applicable federal or provincial guidelines, standards or best practices.
- Drill twenty (20) boreholes to a maximum depth of six (6) metres below ground surface, or to auger refusal (ex. bedrock).
- If refusal is encountered within 5 m of ground surface, core to a depth of 5 m.
- Furnish all water required for drilling and other work, as required. All water used shall be free from oil, acids, organic materials, and other deleterious substances.
- Provide a boring log for each boring location. The borehole logs should identify and describe changes in strata, joints, discontinuity, and the extent of any weathering in accordance with ASTM D5878 and associated relevant standards and guides. Particular attention shall be paid to evidence of cavities and joint in-fill materials. At a minimum, include the following information:
 - Soil identification and classification in accordance with ASTM D2488



- “Group Symbol” in accordance with ASTM D2487
- Depth of groundwater encountered during drilling
- SPT blow counts
- Records of total core recovery (TCR%), if applicable
- Solid core recovery (SCR%), if applicable
- Rock quality designations (RQD%) per ASTM 6032, if applicable
- Fracture indices, if applicable
- Perform standard penetration test (SPT) in soil at 2.5-foot intervals in the upper 10 feet and at 5-foot intervals thereafter.
- Recover rock cores continuously at 5-foot intervals.
- Chemical tests shall be carried out to determine the pH, sulphate content and chloride content of soils, with particular regard to corrosion of buried steelwork or concrete. Two soil samples will be submitted for laboratory analysis of:
 - Soil pH
 - Sulphate content
 - Chloride content
- It is the Proponents’ responsibility to develop a project-specific testing plan, upon scope award, to support the required recommendations. Laboratory tests listed below should be considered as a guideline. If proponents have suggestions for newer standards or testing methodologies, they should be clearly documented in the proposal. Guideline tests and standards are as follows:
 - Moisture Content: As specified in ASTM D2216
 - Density Determination: Dry unit weight
 - Atterberg Limit: If appropriate for site soil conditions, as specified in ASTM D4318
 - Sieve Analysis: If appropriate for site soil conditions, as specified in ASTM D422, with sample preparation as specified in ASTM D2217
 - Direct Shear - Granular: As specified in ASTM D3080
 - Unconfined Compression - Rock: Unconfined compression tests of rock cores shall be as specified in ASTM D7012, if rock core samples are taken
 - Modified Proctor Compaction Testing: Perform in representative native soil or structural fill to determine the maximum dry density in accordance with ASTM D1557
 - Electrical Resistivity: Soil resistivity tests conducted at four (4) locations per site using either the Schlumberger-Palmer Four Probe method or the Wenner Four Probe method

Thermal Resistivity Testing

- In-situ thermal resistivity tests will be conducted at three locations, at depths of 0.6, 1.0, and 1.2 m, in accordance with IEEE Std. 442 method.



- Collect a soil sample from 1 m depth for laboratory testing. The soil sample's temperature and in-situ density should be recorded.
- Submit the soil sample to a laboratory, with the following tests undertaken/reported:
 - Soil maximum dry density
 - Optimum moisture content
 - Thermal resistivity testing
- Graphs showing thermal resistivity versus moisture content for both 85% and 95% of the solid's maximum dry density will be expected. Note, the test shall be performed on a reasonable range of moisture contents for each specimen from wet to optimum to dried out condition.

Groundwater:

- Four (4) of the twenty (20) boreholes will be developed into groundwater monitoring wells.
- Monitor groundwater monitoring wells for changes in water table elevation.

Characteristics for Foundation Design:

- Bearing capacity (ultimate net capacities for various limit states).
- Settlement/tilt associated with the recommended bearing capacities.
- Foundation stiffness.
- Cost-effectiveness of excavation and constructability of foundation system.
- Assessment of geophysical hazards (i.e. shrink/swell potential, frost depth, adfreeze capacity, collapsible soils, underground voids, proximity to slopes, groundwater, flooding).
- LPILE input properties needed for assessing lateral response of piles.
- Axial strength parameters for embedded solar racking foundations.
- Geological/geotechnical characteristics of the project site and engineering assessment of the existing site conditions.
- Foundation design parameters including:
 - Recommended ultimate bearing capacity
 - Allowable bearing capacity
 - Factor of safety used in determining allowable bearing capacity
 - Characteristics of target bearing formation
- Design groundwater elevation.
- Recommendations for earthwork, including earthworks for the site access roads.
- Recommendations for road section design, including alternatives using geo-grid or subgrade stabilization.
- Construction conditions such as excavation, backfilling, dewatering, and cut/fill slopes.
- Viability of excavated material for reuse in site roads and backfill of foundations.
- Potential geo-hazards such as unstable slopes, sinkholes, collapsible soils, expansive soils, etc..



- Risk of ground instability (such as excavation collapse, slope stability, and landslides) and recommendations to reduce such risk.
- Design frost depth and adhesion.

Completion & Report:

- Restore all areas damaged or disturbed during the work. All equipment, tools, materials and supplies will be removed from the project site. Boreholes should be properly backfilled.
- Evaluate and interpret field observations and laboratory data and summarize the results in a draft report to be submitted to AREA.
- Finalize the draft report within one week of receipt of comments back from AREA, allowing for at least two rounds of edits/comments from AREA.
- Submit one hardcopy of the final report to AREA accompanied by a PDF copy of the report.
- Meet with AREA and municipal staff to discuss the final report.

Value Added Geotechnical Services

If any new technology or method is available to / used by the Proponent that may add additional value to the Geotechnical Investigation for the development of the solar PV facility for AREA, please include the item(s) in the response to this RFSO. The following items would be considered of value:

- Technology that provides the Proponent with the ability to perform any form of sub-surface imaging/testing.

3.1.3 Distribution System Interconnection Services

Complete the medium voltage electrical engineering design and perform support functions to navigate Nova Scotia Power’s generator interconnection procedures.

The following services are required for the Distribution System Impact Study for all four (4) projects:

- Meet with AREA to review proposed location(s) of the community solar systems and the optimum Point of Interconnection (POI).
- Carry out site visits as required to gather field data of all major electrical distribution equipment and protective devices associated with the distribution circuit(s) selected as the POI for the projects.
- Prepare documentation required for a valid interconnection request.
- Attend meetings with Nova Scotia Power.



3.1.4 Preliminary Engineering Design Services (Concept Design)

The following Preliminary Engineering Design services are required for all four (4) sites:

- Conduct site visits and meet with AREA and municipal staff to discuss project objectives, schedule, and review conceptual layouts for the sites.
- Prepare a design philosophy document for AREA's review and acceptance prior to beginning design work.
- Collect data and review site conditions, record drawings, legal plans, aerial photographs, utility alignments, previous studies, reports, etc.
- Review any applicable federal, provincial, municipal, geotechnical, and distribution system impact study reports that may be available at this time.
- With input from AREA, prepare a 30% conceptual design that includes:
 - Site Plan – Overall Area designation (location of tables, not necessarily detail on tables)
 - Single Line Drawing – indicating inverter block level details, input voltages, output voltages but only preliminary conductor sizing and over current sizing (i.e., no loss calculations, etc.)
 - Typical Array Drawing – showing a table configuration (i.e., sample string, and sample combiner) not situated within a given site but showing physical / electrical dimensions
 - Unique Construction Details – where appropriate some typical details that would identify bonding methods and expectations around wire management (the level of detail on this can vary)
 - Generation Estimate –high level generation estimate, based on the DC/AC ratios included in the project, and listing what the basis for modeling was/is (i.e., assumed wire losses, LID, degradation etc.)

The 30% package should be clear enough to allow a contractor to develop a reasonably high level of confidence in pricing the project in terms of major equipment and general configuration.

3.1.5 Community Engagement Services

One of the successful Proponents will lead a community consultation on behalf of AREA for each project. The Proponent will provide community members with media and accessible events that provide a safe forum for participants to learn about the potential for a local community solar garden, acknowledge and address community specific concerns, and capture their positive insights. The primary objective of the media and the event will be to deliver factual and positive messaging about the community solar garden and their introductions into the community.

The following actions are required for the Community Engagement services for all four (4) projects:



- Assist in the development, printing, and release of media (i.e., newsletters, flyers, direct mail pieces, social media posts, rack cards, and posters) that will be shared with the community, as requested by AREA.
- Assist in the management and organization of two (2) community open house events per project. This includes but is not limited to the following services:
 - Pre-Event Planning and Coordination:
 - Ongoing collaboration with AREA and Clients on consultation plan
 - Coordinate venue logistics
 - Develop key messaging, FAQs, and standard process for unknown answers
 - Training for staff, AREA representatives, and municipal staff (if necessary)
 - Develop engagement collateral, including large font informational displays (to be read at distance), rack cards, and community maps
 - Consolation and Open House Event Delivery:
 - Provide 4 staff members for each event
 - Venue set-up, monitoring, and takedown
 - Facilitate community engagement and consultations
 - Perform participant entry and exit surveys
 - Provide tablets for information gathering and surveys
 - Post-Event Reporting:
 - Collecting and digitizing all participant insights and feedback
 - Coordinate follow-ups for all unanswered participant questions
 - Summarize survey findings and participants for each municipal consultation

3.1.6 Owner's Engineering Services

The Owner's Engineer services and deliverables are optional and will be required at AREA's sole discretion. The final scope and fee for the Owner's Engineer services will be negotiated at the time of construction between AREA and the Proponent. Proponents are advised to submit a cost based on a minimum scope of work for all four (4) projects outlined below:

- Mobilization & Owner Documentation Review
 - Perform a review of the owners' requirement and documentation prepared to procure engineering services associate with the project. Part of this will be to review the preliminary equipment selections and provide recommendations regarding long term operational considerations.
- Engineering Design Review
 - Foundation Design Review
 - 75% Design Document Review
 - 95% Design Document Review
 - Review of Protection Philosophy



- Review of Prototype Coordination Study (SC)
- Review of Prototype Arc Flash Study
- Final Design Report:
 - Prepare a final report that includes comments on the final status of the solar system, and a copy of all documentation associated with the Owners Engineer Scope of Work
- Construction:
 - Prototype Array Review
 - Commissioning Test Results Review
 - Site Review & Deficiency Identification
- (Optional) Operations:
 - Development Support for AREA Operations & Maintenance Program
 - DC Awareness Training

3.1.7 Project Management Services

Experience in solar energy facility development and construction projects would be an advantage. Under the direction of AREA’s Project Development & Operations Manager, the successful individual, or corporation, will be responsible for the following project management activities for all four (4) projects:

- Weekly site assessments to verify work completed versus contractor progress reports.
- Quarterly master progress reporting with AREA’s Owners Engineer and correction of deficiencies.
- Assist AREA staff and contractors in problem solving and troubleshooting during construction.
- Represent AREA onsite during pre-production foundation testing and construction.
- Manage the correction of deficiencies related to construction drawings, with input from AREA’s Owner’s Engineer and in consultation with AREA.
- Assist with permitting, insurance, and other project documentation.
- Coordinate shipping, importing, delivery, storage, and site offloading of equipment as required.
- Updating internal project schedules and monthly progress reporting to stakeholders.

3.2 Deliverables

- 3.2.1 The selected Proponent shall provide written and oral reports as required by AREA.
- 3.2.2 The following requirements pertain to the format of Deliverables such as engineering reports, drawings, and spreadsheets prepared in tasks associated with this Standing Offer:
 - The selected Proponent will provide AREA with digital files for the tasks which fall



under this contract. The formats include but are not limited to: Adobe Acrobat Portable Document Format (PDF), AutoCAD (DWG), Microsoft Word (DOC), Excel (XLS, etc.).

- If the selected Proponent decides to use password protection for digital files, the selected Proponent must provide the AREA staff a copy of this password when submitting files and/or on request by AREA staff.

4. Innovative Methods and Value-Added Services

Proponents are encouraged to present to AREA any value-added services, innovative methods, design or delivery methodologies, or cost-saving opportunities that could be applied to the scope of work above and to achieve the project objectives.

This section could also be used by Proponents to suggest alternative approaches to the work that could result in project efficiencies or improved results, while still meeting the project objectives. Furthermore, there may be efficiencies or other savings realized by the same Proponent engaging in one or more of the seven general categories of work described in 3.1 Scope.

Innovative methodologies or approaches could result in the omission of certain scope items and a reduction in overall project cost. Proponents should describe their approach to the work to realize any available efficiencies, and the potential impact on cost and schedule alongside the description of the alternative approach (ex. this alternative approach could result in an approximate 10% reduction in overall project cost and reduce the scheduled turn-around time by two weeks).

Given AREA's project objectives and the Proponent's best practices experience, the Proponent may have additional service offerings that will ensure the overall long-term success of AREA's community solar and storage projects. Proponents may, and are encouraged to, include value-added ideas beyond the scope of the RFP that provide added benefit to AREA not specifically asked for in this RFP.

Unless otherwise stated in the Proponent's proposal, it is understood that there will be no extra costs for these services; however, if the Proponent identifies any additional costs pertaining to the proposed services, a summary and explanation of the value-added costs should be included and identified on the Pricing Form and cost breakdown.

5. Services Authorization and Invoice Process

AREA and the selected Proponents shall engage in an administrative protocol meeting at the commencement of the contract. This meeting will at a minimum address:

- Authorized contacts and work request process



- Invoicing and payment processes
- Emergency protocol
- Site and workplace safety and behaviour protocols
- Key and access issue and protocols
- Security cleared personnel and criminal record checks
- Reporting protocols
- Other aspects as may be requested by either party

AREA is open to adjusting the protocol if a Proponent suggests a more efficient process.

6. Contract Procedure

For each engagement inside the term, AREA will request a quote from one or more Proponents selected through this RFSO, for a specific task or group of tasks. For complex projects where on-site inspection may be necessary to clarify the work's anticipated scope, AREA staff may hold a pre-quote conference at the worksite. If a pre-quote meeting is scheduled by AREA staff, contractor attendance shall be required to submit a quote.

Selected Proponents interested in performing the work shall respond to AREA's quote request with a written quote, which shall include a description of the work to be completed and the proposed cost for all related services and materials. AREA reserves the right to request clarification of a submitted quote. AREA will select a contractor based on its assessment of a contractor's capacity, qualifications, and record of service with AREA and or other clients, as well as the proposed cost for the project. AREA may select the lowest quote but reserves the right to consider other factors in determining which Proponent to use for any specific scope of work. AREA will prepare a Purchase Order for the selected Proponent based on the quote received. The Purchase Order (see Appendix D Sample Purchase Order) must be signed by AREA staff and the Proponent before the commencement of work.

7. Proponent Qualifications & Compliance to Work Standards

By submitting a proposal for this project, the Proponent represents that it has the competence, qualifications, and relevant experience to carry out the work and will employ the same experienced staff to perform the project's requirements efficiently and safely. Proof of qualification will be required from the shortlisted firms. Proponents should have the following minimum qualifications:

- a) Letter of good standing with Workers Compensation Board of Nova Scotia
- b) Proof of Commercial General Liability Insurance coverage
- c) Proof of Professional Errors and Omissions Insurance coverage



d) Proof of Firm's safety record and WCB coverage and WCB rate

7.1 Standards for Surveying Services

The successful Proponent for the Surveying Services, which are outlined in Section 3.1.1 must complete the Scope of Work in accordance with the most recent Surveying Work Standards required in the Province of Nova Scotia.

7.2 Standards for Geotechnical Services

The successful Proponent for the Geotechnical Services, which are outlined in Section 3.1.2 must complete the Scope of Work in accordance with the most recent version of the following documents:

- NS Contaminated Site Regulations
- Relevant CSA and ASTM Standards

The deliverables must be signed and stamped by a registered professional in good standing with the Association of Professional Engineers Nova Scotia (APENS) and/or the Association of Professional Geoscientists of Nova Scotia (APGNS).

7.3 Standards for Distribution System Interconnection Services, Preliminary Engineering Design Services, and Owner's Engineer Services

The successful Proponent(s) for the Distribution System Interconnection Services, Preliminary Engineering Services, and Owner's Engineering Services must complete the Scope of Work in accordance with industry best practices, relevant federal, provincial and municipal rules, by-laws, regulations and legislation, as well the most recent versions of the relevant codes, standards or guidelines from the following organizations (where applicable):

- Canadian Electrical Code (CEC)
- Canadian Standards Association (CSA)
- International Electrotechnical Commission (IEC)
- American Society for Testing and Materials (ASTM)
- Institute of Electrical and Electronics Engineers (IEEE)

The deliverables must be signed by a registered professional in good standing with the Association of Professional Engineers Nova Scotia (APENS).

End of part A



Part B: The RFSO Process

Part B details the terms and conditions of how AREA will run the RFSO process and how the Proponents will be selected. Proponents should ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a proposal being rejected.

1. Key Details:

1.1. RFSO Process:

This RFSO is not a tender call, and the submission of any response to this RFSO does not create a tender process. This RFSO does not represent an invitation or an offer to contract by AREA.

By this RFSO, AREA reserves itself the absolute and unfettered discretion to invite Proponents to submit proposals, consider and analyze submissions, select short-listed Proponents, or attempt to negotiate a contract with successful Proponents as AREA considers desirable. A proposal submission by a Proponent, and its subsequent receipt by AREA, does not represent a commitment on the part of AREA to proceed further with any Proponent. Furthermore, upon selecting a successful Proponent, AREA may only request a quote for some of the services that were initially proposed by the subject Proponent. For further clarity, AREA is not required to contract the successful Proponent(s) for all the work they outline in their submission to this RFSO.

1.2. No Obligation to Proceed:

Though AREA fully intends at this time to proceed through the RFSO, AREA is under no obligation to proceed. The receipt by AREA of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent or on its behalf) shall not impose any obligations on AREA. There is no guarantee by AREA, its officers, employees or agents, that the process initiated by the issuance of this RFSO will continue or that this RFSO process or any RFSO process will result in a contract with the AREA. Additionally, details related to the projects (e.g., the size of the projects, the number of projects, etc.) are subject to change, and AREA is not responsible for any loss incurred by the Proponent that is associated with those changes after the release of this RFSO. AREA will update the Proponents accordingly as project details change.

1.3. Non-Exclusivity:

AREA reserves the right to contract with other Professional Service firms, or Proponents, at any time, including during the term of a contract or agreement with any successful Proponent. In its sole discretion, AREA shall reserve the right to source services from other firms or Proponents to meet AREA's requirements. Specific instances where AREA may opt to source services from other firms or Proponents include, but are not limited to, if the successful Proponent fails to meet any requirements or obligations of this RFSO such as:



- Inability to provide the required services either as listed in this RFSO or as modified from time to time; or
- Unable to deliver the required services at the required time and location.

1.4. [Extra Work:](#)

No work shall be regarded as extra work unless it is authorized in writing by AREA. The agreed-upon price for any extra work shall be included in the written authorization for the extra work.

1.5. [RFSO Contact Person:](#)

The point of contact at AREA for any queries or questions related to this RFSO is:

Name: Andrew Swift
Email: procurement@municipalenergy.ca

Proponents must carefully review the RFSO documents, report any errors, omissions or ambiguities, and ask any questions that will further their understanding of the RFSO and the requested services. Proponents are solely responsible for seeking clarification from AREA on any matter it considers unclear, and Proponents shall rely on their independent analysis to prepare a submission.

Proponents should contact the RFSO Contact Person with any questions, [in writing, by email only](#), before the Deadline for Questions below. AREA will post written questions and answers on NS Tenders and MERX.

Verbal discussion between AREA staff and a Proponent shall not become a part of the RFSO unless confirmed by a written Addendum. AREA shall not be held responsible for any misunderstanding by the Proponent. Proponents and their agents shall not contact any member of the AREA staff, Town Staff or Utility Staff with respect to this RFSO, other than the AREA Contact named in this document.

1.6. [Timetable:](#)

This RFSO process will follow the timetable noted below and may be amended at AREA's sole discretion by issuing an addendum to this RFSO. The timetable below is non-binding, and AREA maintains the right to adjust the schedule at any time and at its discretion.



Event:	Date:
Issue Date of this RFSO	November 25 th , 2022
Deadline for Questions	December 16 th , 2022
RFSO Closing Date and Time:	at 5:00 PM Atlantic

1.7. [Submission of Proposals:](#)

Proposal submissions to this RFSO are to be addressed to the RFSO Contact Person and submitted in PDF format [by email only](#). Proposals must be received no later than the RFSO Closing Date and Time detailed above. It is solely the responsibility of Proponents to ensure that the Proposal is received before the RFSO Closing Date and Time. At a minimum, proposal submissions shall remain valid for ninety (90) days following the Closing Date and Time of this RFSO.

1.8. [Document Examination:](#)

At its sole cost and expense, each Proponent shall become thoroughly acquainted with the RFSO and the conditions affecting the Project Scope in Part A Section 3. A Proponent's failure to receive or examine any documents, or any portion thereof, shall not relieve the Proponent from any obligation concerning a submission to this RFSO.

AREA assumes no responsibility or liability to any Proponent for, nor shall AREA be bound by, any verbal discussions, understandings, representations or agreements by AREA's representatives, agents, employees or officers concerning the RFSO which are not in the form of RFSO Addenda duly issued by AREA. The submission of a proposal shall be deemed prima facie evidence of the Proponent's full compliance with this section's requirements.

Proponents must specifically identify any submission or proposal that deviates from the terms, conditions, and requirements of this RFSO. Any exceptions shall be considered proposed changes and shall not alter the RFSO requirements until agreed upon and formally accepted by AREA and the successful Proponent.

2. [Amendment or Withdrawal of a Proposal by Proponent:](#)

A Proponent may amend a proposal at any time up until the RFSO Closing Date and Time. Amendments are to be submitted in the same format and method as the original proposal. Amendments to a proposal must be clearly labelled as such and must contain the RFSO reference number and title and the Proponent's full legal name and legal address. Amendments must clearly detail which part(s) of the proposal is being amended or replaced. A Proponent may withdraw a proposal that is already submitted at any time throughout the RFSO process before the Closing Date



and Time by contacting the RFSO Contact Person.

3. Addenda:

At any time up until the Closing Date and Time, AREA may, at its sole discretion, issue an addendum to amend, clarify, adjust the timetable, or answer questions to this RFSO. Addenda will be posted on NS Tenders and MERX. Each addendum will form an integral part of this RFSO. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. Proponents must confirm receipt of all Addenda in Part C, Appendix A – Proponent Submission Form of their Proposal.

4. Clarification and Verification:

Proponents should note that the failure to meet all the submission requirements may adversely impact the evaluation of their Proposal (s) or make the Proponent ineligible to proceed in the RFSO process.

AREA may request clarification from any Proponent of the contents of their Proposal, or supplementary information clarifying matters contained in the Proposal, or seek a Proponent's acknowledgement of AREA's interpretation of any aspect of the Proponent's Proposal.

Notwithstanding the preceding, AREA is not obliged to seek any such clarifications.

In its sole discretion, AREA may verify any statement or claim contained in a Proponent's Proposal or made subsequently in any interview or discussion. That verification may be made by whatever means AREA deems appropriate and may include contacting persons or entities other than those identified by the Proponent. In submitting a proposal, a Proponent is deemed to consent to AREA verifying any information from third parties and receiving additional information regarding the Proponent, its directors, officers, shareholders or owners and any other person associated with the Proponent as AREA may require.

At AREA's sole discretion, any information so received may be considered to be an integral part of a Proponent's Proposal and may be evaluated as such. Proponents should note that AREA reserves the right to rescind any contract or agreement awarded to a Proponent if AREA determines that the Proponent made a misrepresentation or provided any inaccurate, misleading or incomplete information in its Proposal or during contract negotiations.

5. Evaluation of Proposals & Award of Contract:

AREA will evaluate proposals and select successful Proponents according to the process detailed in this Section. Proposals will be evaluated for best overall value as determined by AREA at its sole



discretion. Evaluation will be by AREA’s evaluation committee. AREA intends to enter into an agreement with the Proponents who have met all mandatory criteria and minimum scores and have the highest overall ranking based on this evaluation process.

5.1 Stage I – Compliance Review:

Prior to the evaluation of submissions, AREA will review each proposal to determine if it complies with the submission instructions and mandatory requirements provided in this RFSO. If, in the sole discretion of AREA, a proposal does not materially comply with the requirements set out in this RFSO and/or AREA determines that there is a material or perceived conflict of interest, AREA will disqualify the Proponent’s proposal from further consideration.

Proposals not clearly demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

Mandatory Criteria:	
1	The proposal must be received by the Closing Date and Time
2	The Proposal must include the information requested in the following appendices, in a format of their choice: <ul style="list-style-type: none"> • Appendix A – Proponent Submission Form • Appendix B – Pricing Form
3	The Proposal must include the information requested in the following appendix, in a format of their choice: <ul style="list-style-type: none"> • Appendix C – Rated Criteria Form

5.2. Stage II – Evaluation of Rated Criteria:

Proposals that are deemed compliant after Stage I will be evaluated in Stage II. The evaluation team will establish the Stage II score using the following criteria.

Rated Criteria	Weighting (Points)
Proponent Profile	15
Proposed Team	15
Project Approach & Methodology	25
References, Experience & Case Studies	20
Total	75



Threshold Score

Proposals that do not meet a minimum score of 60 points out of 75 will not be evaluated further.

Scoring Methodology

Each criterion will be scored by AREA’s evaluation committee as a percentage out of 100, which will then be multiplied by the Weighting to provide a weighted score.

5.3 Stage III – Pricing Evaluation:

At the conclusion of Stage II, any Proposals that have met the minimum scores and minimum overall threshold requirement will advance to Stage III – Pricing Evaluation.

Scored Criteria	Weighting (Points)
Pricing	25

Scoring Methodology

Each Proponent will receive a percentage of the total possible points allocated to price by dividing that Proponent’s price into the lowest bid price. For example, if the lowest bid price is \$5,000, that Proponent receives 100% of the possible points for that category ($\$5,000/\$5,000 = 100\%$), a Proponent who bids \$10,000 receives 50% of the possible points for that category ($\$5,000/\$10,000 = 50\%$) and a Proponent who bids \$20,000 receives 25% of the possible points for that category ($\$5,000/\$20,000 = 25\%$). Rate cards and generic project price estimates will be considered during stage of the evaluation.

Lowest price

----- x

2nd lowest price

Total available points = Score for Proposal with 2nd lowest price

Lowest price

----- x

3rd lowest price

Total available points = Score for Proposal with 3rd lowest price



5.4 Stage IV – Cumulative Score and Selection of Highest Scoring Proponent:

At the conclusion of Stage III, each Proposal's weighted scores will be added together, and Proposals will be ranked according to their total weighted scores. Subject to the express and implied rights of AREA, the highest-scoring Proponent will be selected to enter into an agreement unless AREA wishes to proceed with interviews as per Section 5.5 below.

If two or more Proponents have a close (≤ 5 -point difference) total weighted score, or At AREA's sole and unfettered discretion, the Proponents will be invited to participate in an interview and or provide a Best and Final Offer (BAFO).

Stage IV – Cumulative Scores	Weighting (Points)
Stage II – Rated Criteria	75
Stage III – Pricing	25
Total Points	100

5.5 Optional Stage V – Interviews/Presentations:

AREA may, at its sole and unfettered discretion, or in the event of close (≤ 5 -point difference) total weighted score between Proponents, shortlist Proponents and may invite one or more Proponents for an interview/presentation to further evaluate their proposal submission(s).

Any interview that takes place will be evaluated out of an additional 25 points for a revised total available proposal score of 125 points. AREA reserves the right, at its sole discretion, to adjust the initial evaluation scores up or down following the interview.

6. Other Terms & Conditions of this RFSO Process:

The following terms and conditions shall also apply to this RFSO:

6.1 Safety:

Workplace safety is of the utmost importance to AREA. The Proponent, and any proposed or approved sub-contractors, must be registered in good standing with the Workers Compensation Board of Nova Scotia (WCBNS), and coverage must be maintained for the duration of any agreement, contract or project. The Proponent agrees and shall:



- Provide at its own expense the necessary WCBNS compensation coverage for all its employees and partners employed or engaged in the execution of the work;
- Remain current with all assessment reporting and payments due thereunder and shall comply in every respect with the requirement of the Nova Scotia Workers Compensation Act and the Nova Scotia Occupational Health and Safety Act; and
- Be solely responsible for ensuring that all sub-contractors have proper WCBNS coverage.

For further clarity, the Proponent will ensure compliance with, and conform to, all health and safety laws, by-laws or regulations of the Province of Nova Scotia, including without limitation the Nova Scotia Workers Compensation Act. The Proponent understands and undertakes to comply with the entire Nova Scotia Occupational Health and Safety Act.

6.2 Non-Discrimination:

The Proponent, and any sub-contractors, shall comply with all applicable federal, provincial, and local laws, rules and regulations and best practices concerning non-discrimination in employment because of race, color, ancestry, national origin, religion, gender, sexual orientation, marital status, age, medical conditions, disability, or any other reason.

6.3 Limitation of Liability:

No representation, warranty or undertaking, expressed or implied, in fact or in law, is or will be made by, and no responsibility is or will be accepted by AREA in relation to this RFSO. No guarantee, representation or warranty, express or implied, is made and no responsibility of any kind is accepted by AREA for the completeness or accuracy of any information presented in the RFSO.

6.4 Procedural Rights of AREA:

AREA has the right, at its sole discretion, at any time, either before or after the deadline of submission of proposals, to:

- accept, reject, or disqualify any proposal or Proponent;
- determine whether a proposal complies with the RFSO;
- determine whether a failure to comply is material or not;
- if only one proposal is received, elect to accept it, reject it, and/or re-issue the RFSO documents for re-bid without revising the existing RFSO documents;
- alter or amend the RFSO process, requirements, timetable, description, scope of work or any other aspect of the RFSO;
- seek clarification or request further information or documentation from any or all Proponents,



- or from third parties;
- elect not to proceed with the RFSO;
- cancel this RFSO and subsequently call for new submissions for the subject matter of this RFSO (including any portion thereof);
- select one or more than one Proponent(s) for the performance of all or any part of the services that are the subject matter of the RFSO;
- decline to enter a contract with any Proponent if AREA is of the opinion, at its sole discretion, that the Proponent submitted pricing that is too high or too low to be sustainable and/or the delivery of services according to the RFSO would be in jeopardy; and,
- cancel its decision to enter into an agreement with any Proponent in the event of any material change with the respect to the Proponent’s proposal that has not been approved by AREA;

in each case without any liability for costs, expenses or damages incurred or suffered by any Proponent or entity.

6.5 Disqualification:

AREA may, at its sole discretion, disqualify any Proponent or proposal, or cancel its decision to award to any Proponent under this RFSO process, at any time prior to or after the execution of an agreement, if:

- the Proponent or proposal is not materially compliant with any part of this RFSO;
- the Proponent fails to cooperate in any attempt by AREA to verify any information provided by the Proponent in its proposal;
- the proposal, in the opinion of AREA, contains false, misleading, or misrepresented information;
- the proposal, in the opinion of AREA, reveals a real, foreseeable or perceivable conflict of interest;
- the Proponent has been responsible for significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior contract or contracts with AREA, its owners, or any other party;
- there is evidence of professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- there is evidence that the Proponent, its employees, agents, contractors, or representatives colluded with one or more other Proponents or any of its respective employees, agents, contractors or representatives in the preparation or submission of proposals;
- there is evidence that the Proponent was convicted of a criminal offence or other serious offences; or
- the Proponent has filed for bankruptcy.



6.6 [Best and Final Offer:](#)

At its sole discretion, or if two or more Proponents have close (≤ 5 -point difference) total weighted scores, AREA may invite Proponents to provide a Best and Final Offer (BAFO).

BAFOs may be useful, for example, when no single response addresses all the project requirements, when shortlisted Proponents are over budget, when two or more Proponents are virtually tied after the evaluation process, or when Proponents submitted responses are unclear or deficient in one or more areas.

AREA may, at its sole discretion, restrict the number of Proponents invited to submit a BAFO or may offer the option to all Proponents. In either case, AREA will provide the same information and the same submission requirements to all Proponents chosen to submit a BAFO. Proponents may be asked to review their offers or provide additional clarification to specific sections of the RFSO or their proposal.

If a BAFO is requested, submitting a BAFO response is optional. Proponents choosing not to submit a BAFO should submit a written response notifying AREA that their response and pricing remains as originally submitted.

A BAFO may be submitted only once, and the terms of the BAFO will not identify either the current rank of any of the Proponents selected for a BAFO or the offers currently proposed.

6.7 [Key Personnel:](#)

AREA will require that the Proponent maintain key members of the proposed project team throughout the term of the contract or agreement, including but not limited to the team lead, key staff and sub-contractors. Any proposed changes to the project team must be agreed upon in writing by AREA.

6.8 [Negotiations:](#)

AREA may award a contract based on initial proposals received, without negotiations or discussion; therefore, each initial offer should contain the Proponent's best terms, information and all required documentation.

AREA reserves the right to enter discussions and or negotiations with any Proponent(s), at any time, whose proposal(s) represents the best value to AREA, at AREA's sole discretion. If AREA and the preferred Proponent(s) cannot negotiate a successful agreement, AREA may terminate the negotiations. No Proponent shall have any rights against AREA arising from such negotiations.



6.9 [Proposals in English:](#)

All Proposals are to be in the English language only.

6.10 [Only One Entity as Proponent:](#)

AREA will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the proposal clearly identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform requirements laid out in the RFSO.

AREA will only enter into an agreement with one Proponent per proposed Service. Any other entity involved in delivering the Service should be listed as a sub-contractor to the Proponent. The Proponent may include the sub-contractor(s) and its resources as part of their proposal for AREA to perform the evaluation. All sub-contractors to be used by a Proponent must be clearly identified in the proposal.

6.11 [Proposals to Contain All Content:](#)

All information that Proponents wish to be evaluated must be contained within the submitted proposal. Proposals should not reference external content in other documents or websites. AREA may not consider any information which is not submitted within the proposal.

6.12 [RFSO Scope of Work is an Estimate Only:](#)

While AREA has made every effort to ensure the accuracy of the Services described in this RFSO, AREA makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Proponents must obtain all information they deem necessary, including verification of quantities or measurements to submit a complete proposal.

6.13 [Proponent's Expenses:](#)

Proponents are solely responsible for their expenses in participating in this RFSO process, including preparing a proposal and subsequent finalizations of an agreement with AREA, if required. AREA will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever, including any actual or alleged unfairness on the part of AREA at any stage of the RFSO process.



6.14 [Notification and Feedback to Unsuccessful Proponents:](#)

At any time up until or after the execution of a written agreement with the successful Proponent, AREA may notify unsuccessful Proponents in writing that they have not been selected to proceed. Unsuccessful Proponents may then request a debriefing with AREA's RFSO Contact Person to obtain feedback on how their Proposal fared in the evaluation. The Proponent must make such requests for feedback within ten (10) days of notification of the unsuccessful Proponent's RFSO results. Details of feedback provided will be at AREA's sole discretion to protect the confidentiality of other Proponents and AREA's commercial interest.

6.15 [Conflict of Interest:](#)

All Proponents must disclose an actual or potential conflict of interest, as set out in Part C, Appendix A – Proponent Submission Form. At its sole discretion, AREA may disqualify any Proponent from this RFSO process if it determines that the Proponent's conduct, situation, or relationships create, or could be perceived to create, a conflict of interest.

AREA may rescind or terminate an agreement if it subsequently determines that the Proponent failed to declare an actual, or potential, conflict of interest during this RFSO process, as required under Part C, Appendix A – Proponent Submission Form.

6.16 [Confidentiality of Information:](#)

Information pertaining to AREA obtained by the Proponent as a result of participation in this RFSO process is confidential and must not be disclosed without written consent and authorization from AREA.

All Proponents and any other persons who, through this RFSO process, gains access to AREA's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFSO process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any contract or agreement which arises out this RFSO process.

Proponents should note that certain details of this RFSO, and any executed contract or agreement, may be made public, including but not limited to the Proponent's Name and total price.

Proponents should identify any information in its proposal, or any accompanying documentation supplied in confidence and for which confidentiality is to be maintained by AREA. The confidentiality of such information will be maintained by AREA, except as otherwise required by law, or by order of



a court or tribunal. Proponents are advised that their proposals may, as necessary, be disclosed on a confidential basis to advisers or selected Proponents retained by AREA to advise or assist with the RFSO process. If a Proponent has any questions about the collection and use of personal information pursuant to this RFSO, questions are to be submitted to the RFSO Contact Person.

6.17 No Contract and No Claims:

This RFSO process is not intended to create a contract, and no contractual obligations whatsoever shall arise between AREA and any Proponent upon a Proponent's submission of a proposal in response to this RFSO.

For extra clarity, both the Proponent and AREA are free to cancel their participation in this RFSO process at any time up until the execution of a written contract or agreement for the services outlined in this RFSO.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against AREA for any damage or other loss resulting from a Proponent's participation in this RFSO, including where AREA does not comply with any aspect of this RFSO and including any claim for loss of profits or proposal preparation costs should AREA not execute a contract or agreement with the Proponent for any reason whatsoever.

6.18 Governing Law and Trade Agreements:

This RFSO is governed by the laws of the Province of Nova Scotia.

End of part B



Part C: Proposal Submission Requirements and Appendices

Part C contains forms detailing the information that Proponents should include in their proposal.

Contents:

This Part C contains the following Appendices:

- [Appendix A – Proponent Submission Form](#)
- [Appendix B – Rated Criteria Form](#)
- [Appendix C – Pricing Form](#)
- [Appendix D – Sample Task Order](#)
- [Appendix E – Standing Offer Agreement - Standards](#)

End of part C



APPENDIX A – PROPONENT SUBMISSION FORM

Proponents to include the details requested in this Appendix A, as detailed in Part B, The RFSO Process.

1. Proponent Details:

Full Legal Name of Proponent:	
Other Trade Names the Proponent Uses:	
Registered Address:	
Proponent Contact Person Name & Title:	
Contact Person Phone No.:	
Contact Person Email:	

2. Certification & Acknowledgement of RFSO Process:

By signing this Appendix, A – Proponent Submission Form, we the Proponent, certify and acknowledge the following:

- a) We have carefully read and examined this RFSO document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this proposal. We can provide the Services detailed in Part A for the pricing submitted in this proposal.
- b) We certify that the statements made in this proposal are true and submitted in good faith.
- c) We acknowledge and understand that the RFSO process and the submission of this proposal do not give rise to any contractual obligations whatsoever between AREA and us, the Proponent, and that no contractual obligations shall arise between AREA and us, the Proponent, until and unless we execute a written contract or agreement with AREA.
- d) Except as otherwise noted below, we certify that we have not engaged in any conduct which would constitute a conflict of interest in relation to this RFSO process. We understand that a conflict of interest would include the following situations:
- e) The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage;
- f) The Proponent has influence over an employee of AREA who is a decision-maker involved in this RFSO process, which could reasonably be perceived as giving the Proponent an unfair advantage or preferential treatment.



3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by AREA up until the Closing Date and Time:

Addendum #	Issued on Date:

4. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

* End of appendix A



APPENDIX B – RATED CRITERIA FORM

Proposals should include the following sections in this order, with all requested details and supporting documents, in a format of your choice.

1. Proponent Profile:

In this section, please provide a brief profile of your firm, including a description of the history and areas of expertise of the firm. Discuss your experience in relevant fields, expanse of other related experience, and strengths relevant to these assignments. Include a narrative as to why the firm is well-suited and best qualified to perform these services.

Include any rate case studies and or cases that you have performed, to demonstrate value to AREA.

If your firm has multiple locations, please identify the corporate head office and any local offices that may be involved in project delivery and coordination.

2. Proposed Team:

In this section, provide the details of the proposed team members that will deliver the Services. Proposals should identify the manager who the Proponent has appointed to lead the Proponent's project team and who will be the main contact for AREA. Any sub-contractors that the Proponent intends to use must be clearly identified in this section. The required items for each team member include:

- Name
- Position
- Employee or Subcontractor
- Brief description (responsibilities, qualifications, and relevant experience)
- Hourly Rate

Please note that the successful Proponent will be required to maintain key members of the proposed project team throughout the term of the contract or agreement, including but not limited to the team lead, key staff and sub-contractors. Any proposed changes to the project team must be agreed upon in writing by AREA



3. Approach & Methodology:

AREA expects that the proposal will include a detailed "Approach & Methodology" section that clearly outlines the successful proponents' approach to complete the Project.

In this section, please:

- a) Describe your understanding of the assignment, as well as the potential issues and challenges to be addressed.
- b) Describe the methodology that you would use to complete this assignment (including any value-added services that are not listed in the service's Scope of Work in this document).
- c) Outline your intended approach to the work, including your approach to communicating with AREA and managing your workload on other commitments.
- d) Describe all relevant tasks, meetings, milestones, and deliverables required to complete this assignment.
- e) Describe how you will ensure that the work will be completed on time and within budget.

4. References, Experience & Case Studies:

In this section, in a format like the tables below, Proponents should provide details on a minimum of three (3) projects completed in the last five (5) years for similar scopes with unaffiliated entities. Proponents are encouraged to include copies of any final reports completed for each reference as part of their electronic email submission. If the reports contain confidential information, they may be redacted, or representative reports from other engagements may be substituted in their place.

Proponents should note that AREA may contact the clients to provide a reference on the experience listed and may amend scoring in the evaluation based on the client's feedback. Positive references will impact scoring positively, and poor or negative references will impact scoring negatively and may be grounds for rejection of a Proposal.

Additionally, AREA may consider information regarding the integrity and reliability of a Proponent's services from parties other than those provided in a Proponent's proposal, including AREA's own experience with the Proponent.

* End of appendix B



Appendix C – Pricing

1. Rate Cards (Required)

Each Proposal must include a Rate Card to include all members of the Proponents' proposed project team and their hourly rates (in CAD).

2. Project Pricing (Optional)

This (optional) form should include generic pricing for Proponents' service(s) in each of the project regions. Exact pricing is not required in this section and the selected Proponents will not be expected perform the service at the price they provide in this section. Proponents may use a format of their choice to present this information. Pricing entered shall be on the following basis:

- a) All prices are in Canadian dollars (CAD) and inclusive of all applicable duties and taxes except HST, which shall be itemized separately where indicated.
- b) Pricing should be based on full details for each category as detailed in [3.1 Scope](#).

Category	Region 1: Total Project Cost	Region 2 Total Project Cost	Region 3: Total Project Cost	Region 4: Total Project Cost
1. Site Surveying				
2. Geotechnical Investigation				
3. Distribution System Interconnection Services				
4. Preliminary Engineering Design Services				
5. Community Engagement Services				
6. Owner's Engineering Services				
7. Project Management Services				

* End of appendix C



APPENDIX E – STANDING OFFER AGREEMENT (SOA) – STANDARDS

STANDING OFFER AGREEMENT (SOA) – STANDARDS

The Standing Offer Agreement (hereafter called “Agreement”) is issued to cover the supply of services specified, on an as-and-when required basis, to the Alternative Resource Energy Authority (AREA).

1. Definition

This Agreement is not an actual order for the supply of goods or services. It is an agreement to allow for the purchase of the specified goods and services when required by AREA, in accordance with the prices, terms and conditions as detailed. It confirms the fact that you have offered to supply the goods or services.

2. Rights

AREA reserves the right to increase or decrease the financial expenditure estimate, and to amend, change, or terminate this Agreement prior to the expiry date.

3. Payment

The Proponent shall receive payment for those goods or services as ordered and received or performed within this “Agreement”, on completion of the contractual obligations as detailed herein.

4. Procedure

The supply of any goods or services by the Proponent to AREA shall be made by means of one of the following ordering procedures (Actual acceptance Standing Offer).

- a) by the issuing of a Purchase Order;
- b) by way of Task Order;

All invoices as submitted by the Proponent, shall be for those goods or services that have actually been supplied and or received by AREA. For Purchase Orders, invoices are to be submitted for payment to the office as indicated on the ordering document. All packing slips and invoices must have the following details clearly shown:

- the Purchase Order number;



- itemized listing of goods/services supplied;
- quantities, unit and extended prices;
- name of AREA Project Lead.

5. Financial Expenditure

The actual expenditure against this Agreement shall be restricted to those goods or services ordered and received by AREA.

6. Payment Terms

For Purchase Orders, all suppliers' invoices shall be paid on a net 30 calendar days basis after receipt of invoices, or of the goods and services, whichever is later.

*End of appendix E

