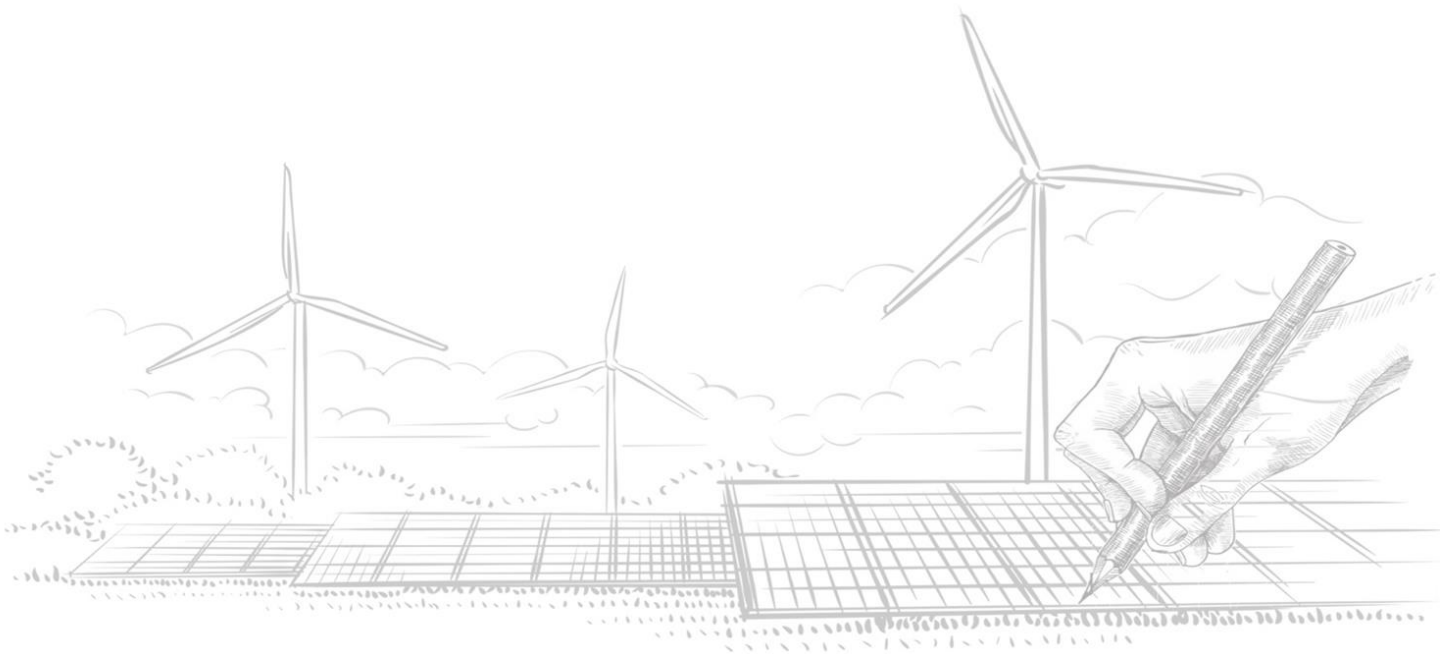


Request for Proposals (RFP)

5-10 MW Solar Photovoltaic Facility Developments

Project Development and Construction Services



ISSUED BY: Alternative Resource Energy Authority (AREA)
REFERENCE #: AREA2023002
CONTACT NAME: Andrew Swift
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RFP ISSUE DATE: May 1st, 2023
RFP CLOSING DATE: June 9th, 2023
RFP CLOSING TIME: **5:00 PM Atlantic Time**



Summary, Contents & Instructions:

Summary:

The Alternative Resource Energy Authority (“AREA”) is seeking proposals from professionally qualified and experienced firms (“Proponents”) to provide various engineering-procurement-construction (“EPC”) services in support of AREA’s community solar photovoltaic projects in various locations across Nova Scotia.

Further details on the Scope of Work and deliverables are provided in [Part A: The Services](#).

Documents for this RFP will be available through:

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

Contents:

This Request for Proposals (the “RFP”) is organized as follows:

- [Part A](#): The Services – full details of the goods and services required by AREA.
- [Part B](#): The RFP Process – the process for submissions, evaluation, and award for the RFP.
- [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 this project. Proponents should read this section in detail and ensure they are fully capable of providing all the services, work and deliverables outlined below. This section will form the Scope of Work in an agreement or contract with the successful Proponent.

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 specializes in caretaking municipal ownership positions for utility-scale, renewable energy projects, throughout the life cycle of the assets. Nova Scotia’s largest portfolio of utility-scale solar is project managed by AREA and under construction for the Towns of Berwick (4.8MW), Mahone Bay (2.2MW) and Antigonish (1.8MW). AREA provided similar holistic project development services to 11 municipalities in Nova Scotia as the collective pursued the Provincial [Solar Electricity for Community Buildings](#) program, resulting in 1.6MW over 22 sites, with each power purchase agreement (“PPA”) award achieving commercial operations. As a logical step, the Nova Scotia Department of Natural Resources and Renewables will soon implement and administer a 50-100MW Community Solar program, as per Step 18 of the Province’s [Climate Change Plan for Clean Growth](#) (“Program”). AREA has secured project development contracts with municipalities in Nova Scotia who are eager to realize the many community benefits of owning utility-scale renewable energy assets inside the Province’s Community Solar Program.

To maximize success with the Community Solar Program, AREA and its clients seek an EPC firm, experienced with utility-scale solar photovoltaic (“PV”) design, procurement and construction to develop the material necessary to support our competitive applications to the Program. Furthermore, AREA and its clients desire for the selected EPC firm to hold all aspects of pricing from bid submission, expected in September 2023, until the Program’s award of PPAs, expected in December 2023. This RFP outlines the expected book of work, as well as a request for proponents to explain their recommended methodologies of developing risk-managed, competitively priced, 5-10MW utility-scale solar PV projects. AREA, in its sole discretion, will select the Proponent that AREA believes offers the best combination of (i) costs paid by AREA, or AREA’s clients, to the selected proponent for activities necessary for AREA to submit a Program application, (ii) the Proponent’s methodology and



processes to develop such projects in a competitive Program, and (iii) the Proponent’s methodology and processes to complete development related work and construct such projects once PPAs for the Community Solar Program have been awarded by the Province.

AREA intends to provide topographical information and an indicative design for a single site (“Evaluation Site”), on which Proponents will be evaluated on their responses for aspects (i), (ii) and (iii) above. The selected Proponent will then work with AREA on multiple projects for the Program, located across Nova Scotia in the counties of Shelburne, Yarmouth, Lunenburg, Colchester and Cumberland. To receive further information regarding the Evaluation Site, please see Section 1.2 Confidentiality in Part B: The RFP Process.

Please note that the budget for the scope of work detailed in Section 3.1 Scope, before the submission of Program applications, is \$100 000. This is the case for each site (i.e., \$100 000 pre-Program application development budget per site for the scope of work). Proponents are to provide proposals detailing what specific project development activities can be completed within the scope of work under that budget. Any remaining site development activities that exceed the pre-Program application budget are to be completed subsequent to the award of Program PPAs.

Deliverables are not to be submitted as documents to a Proponent’s submission to this RFP. Deliverables, as defined in Section 3.3, shall be provided by the selected Proponent as per schedule Section 3.2. AREA intends to pay the budget for the selected Proponent to develop the Deliverables.

The scope of required professional services required to submit a competitive Program application is outlined in Section 3 below.



3. Services

This section details the scope of work, requirements and deliverables for the services requested under this RFP. AREA's goal is to deploy community solar PV systems safely and cost-effectively to improve consumer choice, reduce greenhouse gas (GHG) emissions, and stabilize long-term electrical rates. The primary objective of this RFP is to select a well-qualified Proponent to support AREA's goal while minimizing risk exposure for AREA's client owners through well-engineered, reliable, and serviceable community solar systems. AREA is seeking to engage the services of a qualified Proponent 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 work in this RFP is not written to be all-inclusive or prescriptive and should be used as a guide. The indicative design for the Evaluation Site is provided to establish a baseline for Proponents to follow while detailing their methodologies and processes. AREA welcomes suggestions, recommendations, methods, appropriate and 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.

All drawings, designs, reports or other technical materials shall be developed to the standards necessary for the selected Proponent to develop costing and hold such costing as per Section 2. Eventually, and conditional upon the Program's award of one or more PPAs, it is AREA's expectation that the selected Proponent will, before starting construction, develop engineering drawings that have a stamp / seal from a qualified, NS licensed professional engineer in good standing with the Association of Professional Engineers Nova Scotia (APENS). Where applicable, all detailed design work should comply with, or follow guidance from, the latest applicable and relevant standards, rules, codes, design principles, etc. including but not limited to, the following: 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), and any other relevant federal, provincial or municipal codes, regulations or legislation. AREA's technical staff will be taking an active role in providing input and direction to the successful Proponent during the preliminary and detailed design phases of the project. At minimum, drawings and designs shall be submitted for review and discussion as mutually agreed, acting reasonably, by AREA and the selected Proponent at the project kick off meeting after RFP award.

In total the solar gardens project is expected to include, but not be limited to: site preparation such as grading, drainage and tree removal; service road construction; fencing; installation of underground foundations and racking; installation of solar modules, inverters, combiner boxes and wiring; connection to the NSPower distribution system and upgrades to the NSPower distribution system as may be required; and all associated engineering design and procurement of components required to achieve commercial operations of a 5-10MW utility-scale solar PV generating station.



It is mandatory for Proponents to provide details regarding construction personnel and plans for regular site visits of senior construction personnel once construction of the solar PV facilities has commenced. Furthermore, the successful Proponent must ensure that the future on-site construction manager takes an active role in the preparation of the Deliverables, through site visits and input the design process.

No other technical studies have been prepared, and no other information, outside of what is included with this RFP, and accessible through publicly available sites such as provincial open data portals, is available to Proponents.

3.1 Scope

AREA expects that submissions to the Province of Nova Scotia’s upcoming Community Solar Program will require a competitively priced energy bid, expressed in Canadian dollars per Megawatt-hour (MWh), which will subsequently be included in the PPAs awarded by the Program. To determine competitive and economically viable bids, AREA will use its comprehensive financial model that considers total implementation cost (“CAPEX”), annual operational costs (“OPEX”) and expected annual energy production (“AEP”) in MWh per year. Through this RFP, AREA will select the Proponent that offers best value over criteria (i), (ii) and (iii) from Section 2 Background, to furnish CAPEX, OPEX and AEP numbers and then proceed to implement the project for a price no greater than the furnished CAPEX amount.

AREA will manage the rest of the Program application and project development. The scope of work that is not to be included in Proponents’ responses to this RFP, which were obtained from AREARFSO2022007, are listed under Section 3.1.5 Scope Not Included.

AREA expects the selected EPC firm to execute the following scopes, using industry best practices, in order to furnish estimates of CAPEX, OPEX and AEP and then implement the project at a price no greater than the furnished CAPEX. If a Proponent believes that any of the below steps are unnecessary or that a necessary step has been omitted in this RFP, then the Proponent shall justify such in the Approach and Methodology Section.

3.1.1 Surveying

AREA expects the selected Proponent will perform the following Surveying activities in order to provide the Deliverables:

- Perform all research necessary to assist in boundary determination, including the 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 the existing Lot. Locate all significant, visible improvements to Lot including buildings, services and site features with respect to the 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 the 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 the 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 the 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

AREA expects the selected Proponent will perform the following Geotechnical Investigation activities in order to provide the Deliverables. 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, Proponents must propose a specific sampling, testing, and analysis strategy for the Geotechnical Investigation. The proposed Geotechnical Investigation strategy should 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, micro piles, 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 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 are needed for assessing the 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 PDF of the final report to AREA's RFP Contact Person.
- Meet with AREA and municipal staff to discuss the final report.

Value Added Geotechnical Services

If any innovative 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 RFP. 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 Preliminary and Detailed Engineering Design

AREA is providing an indicative design for the Evaluation Site as part of the RFP documentation, so that AREA may evaluate Proponent submissions and select the firm offering best value. Regardless, AREA expects the selected Proponent to develop engineering designs, for each actual project, to support the provision of CAPEX, OPEX and AEP estimates and in doing so, perform the below tasks for each site:

Preliminary Design:

- Conduct site visits, with staff including but not limited to construction management personnel that will likely assume such roles upon start of construction and meet with AREA and client 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. To clarify, AREA has independently dispatched a consultant to prepare the documentation necessary to submit a distribution system interconnection application. AREA will be sharing the results from this study with the



selected Proponent.

- 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, type/category and sizing, input voltages, output voltages but only preliminary conductor sizing and over current sizing (i.e., no loss calculations, etc.).
 - Typical Array Drawing – racking orientation and inter-row spacing in comparison to maximum site capacity, also showing 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).
 - Verification of appropriate snow and wind load in each community and discussion with AREA and racking OEMs on the likely technical and economic implications of various year return design load scenarios (ex. 50 vs 100 year).
 - In conjunction with AREA, consult with racking OEMs on the preliminary physical layout for feedback on equipment specifications, material type and corrosion resistance, loading, foundation options/implications, and any additional racking design or physical layout considerations.
 - Generation Estimate –high-level generation estimate, based on the DC/AC ratios included in the project, and listing what the basis for modelling was/is (i.e. assumed wire losses, LID, degradation etc.).

The 30% package should be clear enough to allow the selected EPC Proponent to develop a reasonably high level of confidence in pricing the project in terms of major equipment and general configuration. Proponents should further consider the below design tasks as part of the comprehensive exercise of providing CAPEX, OPEX and AEP:

Detailed Electrical Design:

- Develop electrical designs and drawings for the procurement and installation of the community solar systems. Drawings are to include, but shall not be limited to:
 - Substation design and interconnection to the NSPower distribution system.
 - Equipment schedules with a minimum of three (3) equivalent alternates for the following components:
 - Solar Panels.
 - DC Combiners.
 - Inverters.
 - AC Disconnects.
 - Pad-Mount Transformers.
 - Racking and Trackers (if applicable).



- Single Line Diagrams (SLDs) with conductor sizing / wire schedules.
- Design and documentation of low voltage and or single-phase wiring as required and appropriate for trackers auxiliary equipment, or monitoring.
- Appropriate grounding and overcurrent protection as required by the CEC.
- Lightning and surge suppression as appropriate.
- Detailed DC and AC cable locations, conduit management and protection.
- Details of DC and AC cable and conduit fastening, including specifying the maximum distance between fasteners/supports.
- Monitoring equipment, metering, and communications wiring as required.
- Integration to AREA Supervisory Control and Data Acquisition (SCADA) system(s) as required.
- Site plans/property map with physical locations of all major components.
- Safety signage schedule.
- Calculations of DC and AC wiring losses.
- Conduct electrical engineering studies on the final design, including insulation rating analysis, short circuit analysis, arc flash analysis, protection rating analysis, load flow analysis, energy loss evaluation and temporary overvoltage analysis.
- Conduct an Energy Loss Evaluation at the POI with the NSPower distribution circuit based on the maximum power output of the solar system and the existing distribution circuit configuration.
- Designs compliant with relevant and appropriate standards and guidelines identified by the organizations listed in Section 3.
- Prepare drawings incorporating relevant addenda, negotiated changes during the bid and or negotiation phases and reviewed and approved shop drawing submittals.

Detailed Mechanical & Structural Design:

- Develop mechanical and structural drawings.
- Coordinate with racking OEM to prepare drawing package including:
 - Drawings of racking including detailed views of:
 - Panel attachment methods.
 - Foundation attachment methods.
 - Angle adjustment mechanism if applicable.
 - Tracker assembly / motor if applicable.
 - Hardware / fastener schedule with torque specifications.
 - Calculation of maximum tension, compression, shear and moment forces at the connection point between the racking and the foundation.
- Designs compliant with relevant and appropriate standards and guidelines identified by the organizations listed Section 3.
- Prepare drawings incorporating relevant addenda, negotiated changes during the bid and or



negotiation phases and reviewed and approved shop drawing submittals.

Detailed Geotechnical / Civil Design:

- Review draft and final report for geotechnical investigations and optional Phase 2 ESAs.
- Review site surveying drawings, topographical maps and any other available site data.
- Create a Design Options Set for foundation types to review technical and budgetary implications with AREA considering the forces exerted by the racking and the geotechnical report on soil conditions for the various sites.
- Develop drawings for the solar racking foundations including, but not limited to:
 - Confirm 50-year and 100-year frost depth penetration for the different communities and frost heave risk given the results of the geotechnical report.
 - Specify foundation material properties based on appropriate standards and consideration for corrosion risk given the soil properties.
 - Maximum anticipated pressure and point forces exerted by foundations on the soil and verification that the soil conditions can withstand those pressures and point forces based on the results of the geotechnical investigations.
- Develop drawings for the land surrounding and supporting the solar array and foundations including, but not limited to:
 - Appropriate site levelling, grading and or drainage as required.
 - Minimum required load bearing values of the soil and specify additional compacted fill material where required.
 - Gravel or any other fill material to be installed directly beneath the solar racking foundations and concrete pads for electrical equipment.
 - Perimeter fencing.
 - Cable trenching specifications.
- Develop drawings for service roads including, but not limited to:
 - Lane width and cross section.
 - Material and compaction specifications.
 - Appropriate drainage as required.
- Develop drawings for concrete pads to support electrical equipment including, but not limited to:
 - Pad Mount Transformers.
 - Inverters.
 - Disconnects, switchgear and overcurrent protection.
- Prepare drawings incorporating relevant addenda, negotiated changes during the bid and or negotiation phases and reviewed and approved shop drawing submittals.



3.1.4 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.

Proponents could also use this section 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 (e.g., 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 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.

3.1.5 Scope Not Included

AREA is either self-performing the below responsibilities or engaging other firms for the provision of such services.

1. Distribution System Interconnection Services:
 - Prepare and submit documentation required for a valid interconnection request.
2. Project Management Services



3. Owner's Engineer Services

4. Community Engagement Services

3.2 Schedule

Proponents must submit a proposed project schedule in Gantt Chart format with their response to this RFP. The proposed schedule shall clearly define the scopes of work, deliverables and associated timelines and dependencies in the Proponent's proposal. AREA will assess, and score, how complete and comprehensive the proposed schedule is and what flexibility the Proponent will afford to AREA in determining when a scope of work can be completed and the potential cost implications to changes in the project schedule. For further clarity, AREA will not be scoring a Proponent's schedule for the shortest duration, but for its likelihood of accuracy and success based on AREA's sole discretion.

In such schedules, proponents are to incorporate the below milestones which AREA believes are required for Program application success:

- AREA RFP Award: Early June 2023.
- Preliminary EPC deliverables: on a regular basis throughout July and August 2023.
- Final EPC deliverables due September 22, 2023.
- AREA and the Selected Proponent will, in parallel with the development of the Deliverables listed in Section 3.3, negotiate a construction contract, using appropriate CCDC templates, which shall govern the relationship post PPA award by the Program. The CCDC shall be completed by both parties before AREA submits to the Program and the CCDC shall include appropriate conditions precedent to protect all parties.
- AREA submits competitive Program applications: September 29, 2023.
- Program awards PPAs: December, 2023.
- Construction start: Q1 2024, staggering starts of successful Program application projects.

In frequent consultation with AREA, the selected Proponent EPC will perform the Scope and thus develop the deliverables for inclusion in AREA's competitive Program applications for 3 different project sites over the course of June 2023 through September 2023.



3.3 Deliverables

The following deliverables are to be provided to AREA by the selected Proponent and may be included in AREA's Community Solar Program application submissions:

- 3.3.1 The selected Proponent shall provide written and oral reports as required by AREA.
- 3.3.2 The following requirements pertain to the format of Deliverables such as engineering reports, drawings, and spreadsheets prepared in tasks associated with this RFP:
 - 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.
- 3.3.3 Data from Section 3.1.1, reports and data from Section 3.1.2 and designs, reports and data from Section 3.1.3.
- 3.3.4 AREA's Program applications will require CAPEX estimates of the solar photovoltaic projects. Throughout the term proceeding the submission of Program applications, the selected Proponent, working collaboratively with AREA, shall provide CAPEX estimates of the remaining development, procurement and construction services for the previously stated sites subsequent to the Program's award of PPAs. Please see the following list for such services:
 - Remaining engineering designs.
 - Site preparation, access and control.
 - Civil work.
 - Geotechnical, structural, electrical, mechanical and solar installations.
 - Utility installations.
 - Supply and storage of equipment.
- 3.3.5 AREA's Program applications will also require OPEX and AEP estimates for the solar PV projects. Before the submission of Program applications, the selected Proponent shall provide OPEX and AEP estimates for the 5-10 MW solar PV sites. The selected Proponents shall also provide all other project related technical information requested by the Program for inclusion in AREA's submission.
- 3.3.6 Confirmation that the Selected Proponent will hold CAPEX pricing from bid submission into the Program until PPA award by the Program administrator.

4. 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.
- Mandatory site visits by engineering designers and construction managers.
- Other aspects as may be requested by either party.

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

5. Contact Procedure

AREA will contact the successful Proponent subsequent to the evaluation of RFP responses. AREA reserves the right to request clarification of a submitted proposal. 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. The successful Proponent is then expected to engage in meetings and site visits with AREA and commence the scope of work listed in Section 3.1 Scope. AREA will prepare a Purchase Order for the selected Proponent based on the proposal and estimate received. The Purchase Order (see Appendix D) must be signed by AREA staff and the Proponent before the commencement of work. The scope is to be completed according to Section 3.2 Schedule.

After AREA issues the Purchase Order, AREA and the Selected Proponent will, in parallel with the development of the Deliverables listed in Section 3.3, negotiate a construction contract, using appropriate CCDC templates, which shall govern the relationship post PPA award by the Program. The CCDC shall be executed by both parties before AREA submits to the Program and the CCDC shall include appropriate conditions precedent to protect AREA and its clients. AREA is not responsible for the Selected Proponent's legal costs of negotiating the CCDC.

6. 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 successful Proponent. 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.
- e) Proof of Firm's certifications to perform electrical interconnection work in Nova Scotia, if applicable.

6.1 Standards for Surveying Services

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

6.2 Standards for Geotechnical Services

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

- CSA Phase II Environmental Site Assessment
- NS Contaminated Site Regulations
- Relevant CSA and ASTM Standards

AREA prefers for any geotechnical deliverables to 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).

6.3 Standards for Engineering Designs

The successful Proponent 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)

End of part A



Part B: The RFP Process

Part B details the terms and conditions of how AREA will run the RFP 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. RFP Process:

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

By this RFP, AREA reserves itself the absolute and unfettered discretion to invite Proponents to submit proposals, consider and analyze submissions, 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.

1.2. Confidentiality:

AREA has compiled information on the Evaluation Site, including topographic information and an indicative design, for Proponents to conduct the scope. Proponents will only be given a copy of this information after they have completed, and returned to AREA, the non-disclosure agreement (NDA) attached in Appendix E.

1.3. No Obligation to Proceed:

Though AREA fully intends at this time to proceed through the RFP, 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 RFP will continue or that this RFP process or any RFP 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 RFP. AREA will update the Proponents accordingly as project details change.

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. RFP Contact Person:

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

Name: Andrew Swift
Email: procurement@municipalenergy.ca

Proponents must carefully review the RFP documents, report any errors, omissions or ambiguities, and ask any questions that will further their understanding of the RFP 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 RFP 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 RFP 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 RFP, other than the AREA Contact named in this document.

1.6. Timetable:

This RFP process will follow the timetable noted below and may be amended at AREA’s sole discretion by issuing an addendum to this RFP. 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 RFP	May 1 st , 2023
Deadline for Supplemental Resources Request	May 19 th , 2023
Deadline for Questions	June 7 th , 2023
RFP Closing Date and Time:	June 9th at 5:00 PM Atlantic

Please note that the Supplemental Resource Request refers a Proponent’s request for the provision



of topographic information and indicative design. This deadline was created to ensure Proponents have sufficient time to prepare carefully considered and planned methodologies and processes that compliment the indicative design.

1.7. [Submission of Proposals:](#)

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

1.8. [Document Examination:](#)

At its sole cost and expense, each Proponent shall become thoroughly acquainted with the RFP 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 RFP.

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 RFP which are not in the form of RFP 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 RFP. Any exceptions shall be considered proposed changes and shall not alter the RFP 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 RFP 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 RFP 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 RFP process before the Closing Date and Time by contacting the RFP 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 RFP. Addenda will be posted on NS Tenders and MERX. Each addendum will form an integral part of this RFP. 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 RFP 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 RFP. If, in the sole discretion of AREA, a proposal does not materially comply with the requirements set out in this RFP 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 – Rated Criteria 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 – Pricing 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. This RFP seeks for Proponents to confirm, in Part C – Appendix C, at a minimum, that the Scope can be performed at a cost no greater than \$100 000. Proponents are to use Part C – Appendix C to optionally list the items they propose to provide in addition to the Scope. Proponents suggesting no items beyond the Scope shall be awarded no points from this Section. Proponents suggesting extra scope will be awarded Points in this Section based on a sliding scale, with such sliding scale solely determined by AREA. The Proponent offering the maximum additional value-add scope items being awarded the full points from this Section.

Scored Criteria	Weighting (Points)
Pricing	25

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, 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 RFP Process:

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

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 RFP. 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 RFP.

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 RFP;
- 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 RFP documents for re-bid without revising the existing RFP documents;
- alter or amend the RFP process, requirements, timetable, description, scope of work or any other aspect of the RFP;
- seek clarification or request further information or documentation from any or all Proponents or from third parties;
- elect not to proceed with the RFP;
- cancel this RFP and subsequently call for new submissions for the subject matter of this RFP (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 RFP;
- 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 RFP 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 RFP 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 RFP;
- 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 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 RFP 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 RFP.



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 RFP Scope of Work is an Estimate Only:

While AREA has made every effort to ensure the accuracy of the Services described in this RFP, 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP process is confidential and must not be disclosed without written consent and authorization from AREA.

All Proponents and any other persons who, through this RFP 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 RFP 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 RFP process.

Proponents should note that certain details of this RFP, 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 RFP process. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact Person.

6.17 No Contract and No Claims:

This RFP 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 RFP.



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

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 RFP, including where AREA does not comply with any aspect of this RFP 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 RFP 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 Purchase Order](#)
- [Appendix E – Non-Disclosure Agreement](#)

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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 RFP 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 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 the services outlined in this RFP (including any value-added services that are not listed in the service's Scope of Work in this document).
- c) Describe the methodology that you would use to complete the services required to complete procurement and construction activities required to bring these projects from the design phase to commercial operations.
- d) Outline your intended approach to the work, including your approach to communicating with AREA and managing your workload on other commitments.
- e) Describe all relevant tasks, meetings, milestones, and deliverables required to complete this assignment.
- f) 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. Project Pricing

The Proponent hereby certifies that the Scope in Section 3.1 can be performed, and the Deliverables listed in Section 3.3 can be provided for a price of \$100 000 CAD plus HST.

Signature of Proponent Representative

List of additional value-add scope items:

Additional Scope Item #1: attached further details

Additional Scope Item #2: attached further details

Additional Scope Item #3: attached further details

Additional Scope Item #4: attached further details

* End of appendix C



APPENDIX E – Non-Disclosure Agreement

This Agreement made as of the 28th day of April, 2023.

BETWEEN: **ALTERNATIVE RESOURCE ENERGY AUTHORITY**, a body corporate existing pursuant to Section 60 of the Nova Scotia Municipal Government Act (hereinafter referred to as “AREA”)

AND: [???], a [???]
(hereinafter referred to as “[???”),

(Hereinafter referred to individually as a “Party” and collectively as the “Parties”)

WHEREAS the Parties are desirous of exchanging information generally for the purpose of developing utility-scale solar photovoltaic energy systems in Nova Scotia (hereinafter referred to as the “Authorized Purpose”);

AND WHEREAS each Party desires to protect the confidentiality of the information that may be included in such exchange;

AND WHEREAS the Parties may exchange and/or disclose information in various forms and formats relating to the Authorized Purpose and that certain information may be non-public, confidential or proprietary in nature and the confidentiality of which the Parties desire to protect;

NOW THEREFORE THIS INDENTURE WITNESSETH THAT for and in consideration of the premises and mutual obligations contained herein and for other good and valuable consideration (the receipt, adequacy and sufficiency of which are hereby acknowledged), the Parties intending to be legally bound hereby agree as follows:

1. DEFINITIONS

For the purposes of this Agreement:



- (a) “Affiliate” means any Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by, or is under common Control with, a Party.
- (b) “Agreement” means this Agreement as amended and supplemented from time to time.
- (c) “Confidential Information” means any and all oral, written, electronic, magnetic or optical data and machine-readable information and data and any accompanying support materials and documentation disclosed directly or indirectly by one Party to another or to any Affiliate in relation to the Authorized Purpose. Such confidential information may include but not be limited to any technical and geographical data, maps, drawings, data, surveys, memoranda, notes, reports, files, copies, extracts, inventions, discoveries, improvements, financial and market information, limitation research, developmental, engineering, manufacturing, sales, operating, performance, cost, business and process information or data, computer programming and other software and software techniques, environmental reports, evaluations, legal opinions, names of shareholders, partners or joint venture partners, business arrangements together with all associated analyses, compilations, studies or other documents prepared by a Receiving Party or its Representatives with respect to confidential information provided by the Disclosing Party or its Representatives. Ownership and title of Confidential Information of the Disclosing Party shall at all times remain exclusively vested in the Disclosing Party. Information disclosed, in relation to the Authorized Purpose, including but not limited to the development of the Authorized Purpose, to either Party shall also be considered confidential and be governed by the terms and conditions of this agreement.
- (d) “Control” means, in the context of a relationship between two (2) or more Persons, control in any manner that results in control in fact, whether through direct or indirect ownership or control of fifty percent (50%) or more of voting shares, interests or trusts, representation on the board of directors or other governing body, or otherwise.
- (e) “Disclosing Party” means a Party that discloses Confidential Information to the other Party.
- (f) “Receiving Party” means a Party that receives Confidential Information from the other Party.
- (g) “Person” is to be interpreted broadly and includes, without limitation (i) any individual or group, and any firm, corporation, company, association, partnership, joint venture, trust, unincorporated organization, a state or political



subdivision thereof, a government and every agency or instrumentality thereof or any other legal entity, and (ii) the media.

(h) "Representatives" of a Party means shareholders, partners, directors, officers and employees of a Party or its Affiliate, as well as representatives, consultants, agents and financial, tax, legal and other advisors, engaged or retained by or assisting such Party in any way in connection with the Authorized Purpose.

2. CONFIDENTIALITY AND RESTRICTED USE

- 2.1 Disclosing Party agrees, subject to the terms and conditions of this Agreement, to disclose to a Receiving Party certain Confidential Information. The Disclosing Party shall have full discretion in determining what Confidential Information may be disclosed to a Receiving Party hereunder.
- 2.2 Subject to the terms and conditions of this Agreement, the Receiving Party shall not use the Confidential Information furnished to it by the Disclosing Party or its Representatives for any purpose other than for the Authorized Purpose and shall exercise due care and attention to maintain the confidentiality and secrecy of the Confidential Information.
- 2.3 The Receiving Party shall ensure that only those Representatives who need to have access to the Confidential Information shall have access to such Confidential Information and in such cases the Confidential Information shall only be used for the Authorized Purpose.
- 2.4 The Receiving Party shall not disclose the Confidential Information to any third party, directly or indirectly, without the prior written consent of the Disclosing Party, except as provided in Clause 2.5 and Article 3 hereof.
- 2.5 Receiving Party may disclose Confidential Information to its Representatives who need to know such Confidential Information for the Authorized Purpose, subject to the foregoing requirements. Prior to such disclosure, each such Representative shall (a) be informed by the Receiving Party of the confidential nature of such Confidential Information, and (b) be requested or directed by the Receiving Party and such Representative shall agree, before receipt of such Confidential Information, to treat such Confidential Information in accordance with the terms and conditions of this Agreement as if it is a party hereto.
- 2.6 Receiving Party shall return and deliver, or cause to be returned and delivered, to the Disclosing Party, or destroy and certify such destruction of Confidential



Information, including copies and abstracts thereof, and all documentation prepared by or in the possession of the Receiving Party or its Representatives relating to the Confidential Information of the Disclosing Party within thirty (30) days of a written request by the Disclosing Party. The foregoing notwithstanding, Receiving Party may retain one copy of such Information for archival purposes only and subject to compliance with the terms of this Agreement.

- 2.7 Either Party may terminate the Agreement upon providing the other Party with fifteen (15) days prior written notice, in accordance with the provisions of Article 5 and subject to Clauses 3.3 and 3.4.

3. USE OF AND AUTHORIZED DISCLOSURE OF INFORMATION

- 3.1 Each Party as a Receiving Party acknowledges and agrees with the other Party as a Disclosing Party that:

- (a) The Confidential Information is provided to the Receiving Party for the purpose of acquainting the Receiving Party with the Disclosing Party, its data and the business and operations of the Disclosing Party.
- (b) The Disclosing Party and its Representatives do not make any representation or warranty, express or implies, as to the accuracy or completeness of the Confidential Information and that the Receiving Party is and shall rely upon its own investigations, due diligence and analyses in evaluating and satisfying itself as to all matters relating to the Confidential Information and the Disclosing Party and their business, affairs and assets or otherwise in any way related to the Authorized Purpose.
- (c) The Disclosing Party and its Representatives and their respective directors, officers, employees or agents shall not have any liability to the Receiving Party or its Representatives resulting from any use or reliance upon the Confidential Information by the Receiving Party or its Representatives.
- (d) No license to Recipient, under any trademark, patent, or other intellectual property right, is either granted or implied by the conveying of Information to the Receiving Party.
- (e) Nothing contained herein shall bind, require, or otherwise commit a Party or any Affiliate to proceed with any sale, acquisition, project, or other transaction of or with the other Party or any other entity.

- 3.2 Notwithstanding the foregoing, the obligations of restricted use and strict confidentiality set forth in this Agreement shall not extend to any information which:



- (a) Receiving Party can clearly establish was known by Receiving Party or its Representatives prior to the disclosure thereof pursuant to this Agreement;
- (b) is independently acquired or developed by the Receiving Party or its Representatives without reference to the Confidential Information and without violating any obligations hereunder;
- (c) is legally in possession of Receiving Party or its Representative prior to receipt thereof from Disclosing Party pursuant to this Agreement;
- (d) enters the public domain through no fault of the Receiving Party or its Representatives;
- (e) is disclosed to the Receiving Party or its Representatives, without restriction and without breach of this Agreement or any other obligation of confidentiality, by a third party who has the legal right to make such disclosure;
- (f) is approved in writing for release by the Disclosing Party; or
- (g) Receiving Party or any of its Representatives is legally required by law or by a governmental or court decree, order, regulation or rule or by any legal process to disclose whereby the Receiving Party will immediately provide notice to the Disclosing Party of such a requirement and reasonably assist the Disclosing Party, if required, in defending against disclosure of the Confidential Information.
- (h) any disclosure of Confidential Information pursuant to a legal obligation to make such disclosure shall not be a breach of this Agreement.
- (i) AREA is at all times subject to the provisions of Nova Scotia legislation as such legislation may be amended or varied, including, but not limited to, the *Freedom of Information and Protection of Privacy Act, 1993*, c. 5, s. 1., as amended (“FOIPOP”). The Parties acknowledge that AREA may incur disclosure obligations pursuant to the provisions of FOIPOP or other provincial legislation, and disclosure pursuant to such an obligation shall not be a breach of this Agreement. AREA shall, to the extent permitted under FOIPOP, give the other Party prompt written notice of such requirement prior to releasing such information so that the Disclosing Party may seek a protective order or other appropriate remedy. To the extent the Confidential Information meets the disclosure harmful to business interests of a third-party test as set out in FOIPOP, FOIPOP will require that disclosure of such information be refused if requested by a third party. Where there is a challenge to such refusal, a review by the Access to Information and Privacy Commissioner, and/or ultimately the Supreme Court of Nova Scotia Trial



Division may occur. Disclosing Party will be entitled to be represented and make arguments in support of non-disclosure at each step in this process. AREA shall cooperate with the Disclosing Party to obtain a protective order.

- 3.3 The Parties confirm and agree that the provisions of this Agreement shall remain in full force and effect for a period of five (5) years from the Effective Date of this Agreement with respect to any Confidential Information notwithstanding that this Agreement may be terminated or that the Confidential Information disclosed by the Receiving Party may have been returned or copies thereof destroyed prior to the expiration of the aforesaid time period.
- 3.4 Each Party hereto as a Receiving Party agrees that the other Party hereto as a Disclosing Party will be irreparably damaged if any provision of this Agreement is not performed by the Receiving Party or its Representatives in accordance with its terms and that monetary damages may not be sufficient to remedy any breach by the Receiving Party or its Representatives of any term or provision of this Agreement and each Receiving Party further agrees that the Disclosing Party shall be entitled to equitable relief, including injunctive and specific performance, in the event of any breach hereof and in addition to any other remedy available at law or in equity.

4. PRESS RELEASES

- 4.1 Except as permitted by this Agreement or required by applicable legislation, each Party shall not make any public announcement or disclosure in connection with the Authorized Purpose when the public announcement or disclosure specifically mentions both Parties and/or the Authorized Purpose, without the prior written consent of the other Party. Furthermore, if such press releases are approved by a Party, each Party shall consult with the other Party prior to issuing or making, and allow the other Party a reasonable opportunity to comment on the content of, any approved press releases or other public statements or disclosures with respect to the subject matter of this Agreement pertaining to the Authorized Purpose.

5. NOTICES

- 5.1 All notices, requests, demands, consents, waivers and other communications given hereunder shall be in writing, marked "Private and Confidential", and shall be deemed to have been duly given if delivered by hand or by sending same by facsimile communication or other similar form of communication to the following addresses:

If to AREA, to:



Alternative Resource Energy Authority
c/o Town of Antigonish
274 Main Street
Antigonish NS B2G 2C4

Attention: Treasurer
Meaghan Barkhouse, mbarkhouse@townofantigonish.ca, 902-870-6205
Fax: 902-863-0460

If to [??], to:

[??]

Attention: [??]
[NAME], EMAIL, PHONE

Any such notice, request, consent, demand, waiver or other communication shall:
(i) if delivered, be deemed to have been given or made at the time of delivery; and
(ii) if sent by fax or other similar form of written communication, be deemed to have been given or made at the time in which it was successfully transmitted as evidenced by automatic confirmation of receipt.

6. ENTIRE AGREEMENT

6.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and any and all previous representations with respect to such subject matter, either oral or written, are hereby annulled and superseded.

7. SEVERABILITY

7.1 The Parties acknowledge and agree that the restrictions contained in this Agreement are both reasonable and necessary to protect the commercial interests of the Parties and their Affiliates. Accordingly, if any provision of this Agreement is held to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect, and the Parties shall use their reasonable, good faith efforts to achieve the purpose of the invalid or unenforceable provision or part thereof by a new valid and enforceable stipulation.

8. WAIVER AND AMENDMENTS



- 8.1 It is understood and agreed that a failure or delay by any Party in exercising any right, power or privilege hereunder will not operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder; and
- 8.2 This Agreement may be amended or modified only by an instrument in writing signed by authorized representatives of both Parties to this Agreement.

9. ASSIGNMENT

- 9.1 It is agreed that neither this Agreement nor any of the rights or obligations of the Parties under this Agreement may be assigned, in whole or in part, by any Party without the prior written consent of the other Party.

10. GOVERNING LAW

- 10.1 This Agreement shall be governed by and interpreted according to the laws of the Province of Nova Scotia and all actions, suits, and proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in the Province of Nova Scotia.

11. COUNTERPARTS

- 11.1 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. GENERAL

- 12.1 The Parties acknowledge to one another that each respectively intends to perform its obligations as specified in this Agreement in good faith.
- 12.2 In this Agreement the use of the singular number includes the plural and vice versa.
- 12.3 Captions or descriptive words at the commencement of the various sections are inserted only for convenience and are in no way to be construed as a part of this Agreement or as a limitation upon the scope of the particular section to which they refer.



13. LANGUAGE OF AGREEMENT

13.1 Documentation, required submittals and all other communications, whether verbal or written, shall be in English.

IN WITNESS WHEREOF, each Party has executed this Agreement by its duly authorized representatives.

ALTERNATIVE RESOURCE ENERGY AUTHORITY

[???

Per: _____

Per: _____

Name: _____

Name: _____

Title: _____

Title: _____

Per: _____

Name: _____

Title: _____

