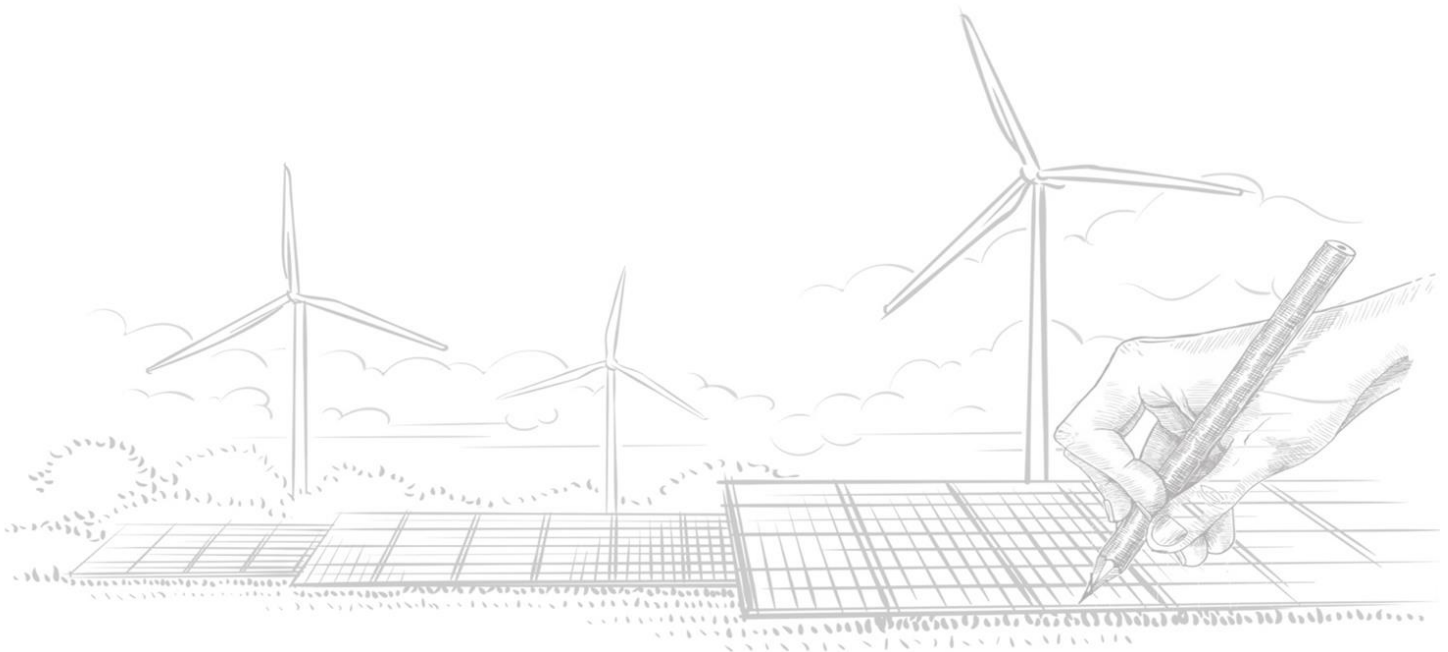


# Request for Proposals (RFP)

Operations, Maintenance and Asset Management Services for  
Three Solar PV Facilities in Nova Scotia Comprising 8.8MW In  
Aggregate



ISSUED BY:	Alternative Resource Energy Authority (AREA)
REFERENCE #:	AREA2023003
CONTACT NAME:	Marianne Peryer
CONTACT EMAIL:	<a href="mailto:procurement@municipalenergy.ca">procurement@municipalenergy.ca</a>
RFP ISSUE DATE:	November 20 <sup>th</sup> , 2023
RFP CLOSING DATE:	December 22 <sup>nd</sup> , 2023
RFP CLOSING TIME:	<b>5:00 PM Atlantic Time</b>



## Summary, Contents & Instructions:

### Summary:

The Alternative Resource Energy Authority (“AREA”) is seeking proposals from professionally qualified and experienced firms (“Proponents”) to provide various Operations, Maintenance and Asset Management Services (“OMAM”) 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 nearing construction completion for the Towns of Berwick (4.8MW), Mahone Bay (2.2MW) and Antigonish (1.8MW). AREA and the Towns’ portfolio of ground-mount solar PV facilities will soon enter the operational phase of their lifecycle, directly injecting solar PV energy into the grid of the local municipal electric utilities. AREA and the Towns seek a firm, experienced with OMAM services for utility-scale solar photovoltaic systems, to propose and deliver (or assist with the delivery of functions coordinated between AREA, Town, third-party and Proponent resources) an OMAM program that ensures the solar PV systems remain healthy and optimized at least cost over their operational lifetimes. Each project contains panels manufactured by LG (LG440N2T-E6; 5000 in Antigonish, 11000 in Berwick and 4100 Mahone Bay), inverters manufactured by SMA (SUNNY HIGHPOWER PEAK3 150-US; 12 in Antigonish, 23 in Berwick and 10 in Mahone Bay), PTW 350A combiner boxes (one for each inverter), and Phlegon Fixed-Tilt racking, construction and commissioning supplied by GPJoule/GoldbeckSolar. The Antigonish solar site is 11 acres on a 20 acre property, Berwick solar site is 15 acres on a 26 acre property and the Mahone Bay solar site is 6 acres on a 25 acre property. The Berwick and Mahone Bay sites have various erosion and sedimentation control features, including but not limited to ditches and swales, that need to be maintained. The Antigonish site contains similar erosion and sedimentation control features but also has an HDPE piping system at the northwestern boundary that guides water down the embankment. AREA is keen to ensure such erosion and sedimentation control features are always ready to respond in advance of significant rainfall.

This RFP outlines the expected book of work, as well as a request for Proponents to explain their



recommended methodologies of assisting AREA and the Towns execute a risk-managed, competitively priced, OMAM program for the three sites. 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 proposed by the Proponent, (ii) costs paid by AREA, or AREA’s clients, to other vendors, or self-supplied by AREA, or AREA’s clients, for activities proposed but not provided by the Proponent as part of Proponent’s described methodology and (iii) any suggested and AREA-accepted means of transferring ownership risks to the Proponent. Proponents are asked to contemplate their minimum duration of service contract, and how Proponent’s pricing changes for longer duration engagements.

The scope of required professional services is outlined in Section 3 below. **IT IS NOT MANDATORY FOR PROPONENTS TO BID ON EVERY LISTED ACTIVITY/REQUIREMENT IN SECTION 3.** Proponents are encouraged to submit bids on specific scopes for which they are qualified and have experience. Proponents can bid on all or some, at the Proponent’s discretion, of the listed aspects of Section 3. Proponents are encouraged to suggest and justify additional scopes that would bring value to AREA and the Towns relating to ownership of the utility-scale, ground-mount solar PV facilities.



### 3. Services

This section details the scope of work, requirements and deliverables for the services requested under this RFP. AREA's goal is to ensure the Towns experience the lowest cost, and most favourable risk profile, of maintaining and operating the listed solar PV systems over the lifetime of the assets.

The scope of work in this RFP is not written to be all-inclusive or prescriptive and should be used as a guide. AREA welcomes suggestions, recommendations, methods, appropriate 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.

Where applicable, all drawings, designs, reports or other technical materials shall be developed to 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 term of the engagement.

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 the selected OMAM firm to propose a plan to address the following scopes, using industry best practices, in order to maintain the system health and optimize energy production from the asset during its lifetime. 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.

- Preventative Maintenance
  - Visual review and inspection frequency
  - Infrared equipment imaging
  - Drone (or other) IR imaging vs. IV curve tracing
  - Torque verification
  - Equipment maintenance (manufacturer requirements)
  - Spare parts management
  - Warranty management
  - Safety



- Technical inspection scope and frequency
- Corrective Maintenance
  - Necessary repairs, replacements or adjustments to mitigate any risk to the system, minimize down time and adjust settings to optimize energy generation.
  - Pre-qualifying third party contractors
  - QA/QC process
  - Troubleshooting
  - Dispatching in-house vs. sub-contractor resources
  - Technical reporting
- Roles & Responsibilities
  - Asset management and reporting
  - Monitoring for energy generation performance and alarm conditions
  - Establishing AREA/owner municipality/Proponent role
  - Dispatch of in-house vs. sub-contractor resources
  - AC vs. DC activities and assignment of responsibility
  - KPI Analysis
  - Insurance claims assistance
  - Facility documentation
  - Vegetation management
  - Inspection and maintenance of site erosion and sedimentation control features

### 3.1.1 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.

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).

AREA and the Towns have the following resources that could increase performance, reduce cost and



reduce system downtime associated with the Proponent's proposed OMAM strategy:

- Powerline technicians
- Municipal public works staff
- Addition of Proponent specified, new AREA staff members
- Electrical inspectors
- Industrial electricians

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.

### 3.2 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 success:

- AREA RFP Award and Project Kick Off: Mid January 2024.
- AREA face-to-face review of Proponent's proposed plan and start of contract negotiation: End January 2024.
- Coordinated acquisition and or training of AREA/Town/Proponent/Third Party resources necessary to fulfil the Proponent's proposed OMAM plan: as proposed by Proponent.
- Proponent's, or coordinated dispatch of various resources, start date of delivering the various aspects, as listed in Section 3.1 Scope, of the Proponent's proposed OMAM plan: as proposed by Proponent.

## 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:



- Negotiation of contract.
- 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, or negotiate using the Proponent's standard contract, 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.

## 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.

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: Marianne Peryer  
Email: [procurement@municipalenergy.ca](mailto: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.

<b>Event:</b>	<b>Date:</b>
Issue Date of this RFP	November 16 <sup>th</sup> , 2023
Non mandatory site visit to Berwick	November 27 <sup>th</sup> , 2023, at 12pm. Contractors must register by November 24 <sup>th</sup> to by emailing AREA's representative with the name and cell phone numbers of the representatives planning to view the site.
Non mandatory site visit to Mahone Bay	November 28 <sup>th</sup> , 2023, at 4pm Contractors must register by November 24 <sup>th</sup> to by emailing AREA's representative with the name and cell phone numbers of the representatives planning to view the site.
Non mandatory site visit to Antigonish	November 30 <sup>th</sup> , 2023, at 11am Contractors must register by November 24 <sup>th</sup> to by emailing AREA's representative with the name and cell phone numbers of the representatives planning to view the site.
Deadline for Questions	December 1st, 2023
RFP Closing Date and Time:	<b>December 22<sup>nd</sup> at 5:00 PM Atlantic</b>

### 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"> <li>• Appendix A – Proponent Submission Form</li> <li>• Appendix B – Rated Criteria Form</li> </ul>



3	The Proposal must include the information requested in the following appendix, in a format of their choice: <ul style="list-style-type: none"> <li>Appendix C – Pricing Form</li> </ul>
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### 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
<b>Total</b>	<b>75</b>

### 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. The Pricing Evaluation shall evaluate the total net cost to AREA or the Towns (i.e. the cost of AREA, Town and or 3<sup>rd</sup>-party resources) and is not only based on the Proponent’s suggested costs for Proponent’s own services.

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 ( $\leq 5$ -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
<b>Total Points</b>	<b>100</b>

#### 5.5 Optional Stage V – Interviews/Presentations:

AREA may, at its sole and unfettered discretion, or in the event of close ( $\leq 5$ -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 ( $\leq 5$ -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.
- g) Provide a copy of your template/standard OAMA contract.

### 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 shall state the minimum contract duration in months and or years in this Pricing Section.

The Proponent shall list the various costs of its proposed OMAM plan components in this Pricing Section, with such pricing assuming that the term will be the minimum contract duration.

The Proponent shall list the various costs of its proposed OMAM plan components in this Pricing Section, with such pricing associated with durations longer than the minimum contract duration, stated either in single or multiple-year increments.

Proponents must sign the signature line.

---

Signature of Proponent Representative

List of additional value-add scope items:

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Additional Scope Item #1: attached further details

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Additional Scope Item #2: attached further details

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\* End of appendix C





## APPENDIX E – Non-Disclosure Agreement

This Agreement made as of the 28<sup>th</sup> day of April, 2023.

**BETWEEN:** **ALTERNATIVE RESOURCE ENERGY AURHORITY**, 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 operating and maintaining 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](mailto: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: \_\_\_\_\_

