

REQUEST FOR PROPOSALS
FOR

The Solar Electricity for Community Buildings
Pilot Program

For Clean Foundation

Request for Proposal Number: **2018-0001**

Closing Date: Friday, June 29, 2017 at 5:00 PM AST



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1. INVITATION AND PROGRAM OVERVIEW

1.1. Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Clean Nova Scotia Foundation (“Clean Foundation”) to prospective proponents (“Proponents”) to submit proposals (“Proposals”) for the Solar Electricity for Community Buildings Pilot Program (the “Program”). This RFP is being conducted pursuant to the Renewable Electricity Regulations made under Section 5 of the *Electricity Act*, 2004, c. 25, s. 1.

1.2. RFP Contact

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

Program Coordinator

SolarCommunityBuildings@novascotia.ca

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

1.3. Program Overview

The Program is administered by Clean Foundation. The Program’s goals are to support community participation in renewable energy generation and to learn more about how solar electricity can help Nova Scotia continue its clean energy transition.

The Program promotes the installation of solar panels for electricity generation in and around community buildings. The Program is available to four categories of eligible Proponents: Mi’kmaw bands, municipalities, universities (including Nova Scotia Community College), and not-for-profit organizations that own property located within Nova Scotia as those eligible groups are more particularly defined in section 3.2.1.

Under the Program, successful Proponents will design, build, and maintain a solar array on their property, and will sell the energy to the applicable electric utility (the “Utility”). Within the Proposal, each Proponent shall set its buy-back price for the excess solar electricity generated under the Program.

1.3.1. Total Available Funds

The total expected amounts to be paid by the relevant Utilities for all contracts awarded under the solar program for a program year must not exceed amounts outlined below.

Total amounts paid by Nova Scotia Power Incorporated (NSPI) must not exceed the following:

Program Year	Amount
2018	\$428,976
2019	\$400 000 plus any surplus from 2017 and 2018

The total expected amounts to be paid by NSPI for each program year will be divided as follows:

- a) no less than 10% of the total amount may be paid to 1 or more owners who fall into the same category of eligible Proponents as those categories are set out in section 3.2.1;
- b) no more than 30% of the total amount may be paid to 1 or more owners located in Halifax County;
- c) no more than 30% of the total amount may be paid to 1 or more owners located in the counties of Cape Breton, Inverness, Richmond and Victoria;
- d) no more than 30% of the total amount may be paid to 1 or more owners located in the counties of Antigonish, Colchester, Cumberland, Guysborough and Pictou; and
- e) no more than 30% of the total amount may be paid to 1 or more owners located in the counties of Annapolis, Digby, Hants, Kings, Lunenburg, Queens, Shelburne and Yarmouth.

Total amounts paid by public Utilities in 2019 must not exceed the following:

Municipal Electric Utility	Amount
Electrical utility for the Town of Antigonish	\$8,144
Electrical utility for the Town of Berwick	\$4500
Electrical utility for the former Town of Canso	\$1000
Electrical utility for the Town of Lunenburg	\$5500
Electrical utility for the Town of Mahone Bay	\$2000

Electric Light Commissioners for Riverport, in the County of Lunenburg	\$1200
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1.4. Type of Contract for Deliverables

The successful Proponents will be entered into a power purchase agreement for the provision of electricity in a form to be approved by the Nova Scotia Utility and Review Board (the "UARB"). The initial term of the agreement will be for a period of 20 years.

2. RFP PROCESS & SUBMISSION REQUIREMENTS

2.1. RFP Timeline

Below is the anticipated timeline for this procurement process. These dates are tentative only and may be changed by Clean Foundation at any time, without limitation.

Issue Date of RFP	May 18th, 2018
Deadline for Questions	June 15th, 2018 @ 11:59 PM AST
Deadline for Issuing Addenda	June 22nd, 2018 @ 11:59 PM AST
Submission Deadline Date and Time	June 29th, 2018 @ 5:00 PM AST

Proposals received after the Submission Deadline will be deemed ineligible.

2.2. Questions

All inquiries, questions, and requests for clarification related to this RFP must be submitted via email to the RFP Contact at SolarCommunityBuildings@novascotia.ca. **Proponents must include "SOLAR_2018-0001" in the email subject line of all communications.**

To ensure equality of information provided to Proponents, answers to enquiries will be posted on the Nova Scotia Procurement Web Portal (the "Portal") accessible at <https://novascotia.ca/solar>.

2.3. Communication after Issuance of RFP

2.3.1. Proponents to Review RFP

Proponents shall promptly examine this RFP and

- a) report any errors, omissions, or ambiguities; and,
- b) direct questions or seek additional information in writing by email to the RFP Contact as set out in section 1.2 on or before the Deadline for Questions.

Clean Foundation is not obligated to respond to questions or comments received after the Deadline for Questions has passed. No such communications are to be directed to

anyone other than the RFP Contact. Clean Foundation is under no obligation to provide additional information, and will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. Clean Foundation will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

2.3.2. All New Information to Proponents by Way of Addenda

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

If Clean Foundation determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, it may do so, and extend the Submission Deadline for any period of time that it deems reasonable.

2.3.3. Verify and Clarify

During the evaluation process, Clean Foundation may request further information from the Proponent or third parties to verify or clarify the information provided in the Proponent's Proposal, including but not limited to clarification with respect to whether a Proposal meets the mandatory submission requirements set out in Section 3.2. Clean Foundation may revisit and re-evaluate the Proponent's response or ranking based on any such information.

2.3.4. RFP Documents

The RFP documents include this RFP, answers to questions submitted in accordance with section 2.2, and all addenda which are issued in accordance with the deadline set out in section 2.1 (or as such deadlines may be revised).

2.4. Submission Procedure

All Proposals must be submitted as a Microsoft Word or PDF document using the Portal referenced at section 2.2, accessible at <https://novascotia.ca/solar>. All sections of the submission form must be completed, and all corresponding documentation must be submitted using this form. Any incomplete Proposals will be disqualified. Any Proposals sent via email or any other method other than through the Portal will be rejected and will not be evaluated. If you are technically unable to submit your application using the Portal please contact the RFP Contact to arrange an alternative submission method.

Proponents are responsible to ensure that their Proposals are submitted prior to the Submission Deadline. All risks and consequences arising from incorrect or late submittals are the sole responsibility of the Proponent. For assistance with technical issues using the Portal, please contact the RFP Contact.

2.5. Amendments

Proponents may amend their Proposals prior to the Submission Deadline by contacting the RFP Contact at the address set out in section 1.2 to withdraw their Proposal, and submitting a new one using the same format and online submission form as the Proponent's initial submission. Amended Proposals received after the Submission Deadline will not be accepted.

Other than to provide information requested on the mandatory submission forms set out in the RFP, a Proponent may not make any changes to any of the forms. Any Proposal containing any such changes, whether on the face of the form or elsewhere in the Proposal, will be disqualified.

2.6. Withdrawals

A Proponent may withdraw their Proposal at any time prior to the Submission Deadline. To withdraw a Proposal, the Proponent must provide notice to the RFP Contact prior to the Submission Deadline. To be deemed valid, the notice must contain the phrase "**Notice of Withdrawal**" in the subject header, and state in the body of the email, "**I withdraw the proposal of [named Proponent] effective immediately.**" The communication must not contain qualifications or reservations. Any communications not using this language may not be deemed withdrawn. Clean Foundation is under no obligation to return withdrawn Proposals.

2.7. Proposal Content

In response to the RFP, Proponents are required to establish compliance with the requirements set out in this RFP in which they:

- a) Meet all mandatory criteria set out in section 3.2;
- b) Submit sufficient information for Clean Foundation to evaluate the proposal as set out in section 3.3; and
- c) Comply with all other requirements set out in the RFP.

2.7.1. General Requirements

All Proposals must adhere to the following:

- a) Proposals must be submitted by the Submission Deadline set in Section 2.1;
- b) Proposals must be submitted using the process described in Section 2.4;
- c) Proposals must be complete and contain all information set out in Section 2.7;
- d) Proposals shall comply with all Terms and Conditions outlined in Section 4;

All Proposals must include the following information:

- a) Completed application form on the Portal which is described in Section 2.2;
- b) Solar assessment as defined in section 2.7.3;
- c) Proof of ownership of the subject property OR if the Proponent is leasing the subject property, a signed consent from the property owner permitting the Proponent to participate in the Program.
- d) Proof of commercial general liability insurance in the minimum amount of \$2 million CAD valid of the Submission Deadline; and
- e) A declaration that any building hosting a solar array will not be constructed or provided with electricity solely to qualify for the Program.

2.7.2. Instructions for Providing Financial Screening Information

Proponents must also include information using the Portal application form provided relating to the financing for this project:

- a) Total amount of grants, incentives or fundraised money received or committed for the Project that will not have to be repaid (\$);
- b) Total amount of all repayable loans that will be incurred for this Project (\$);
- c) Interest rate of debt(s) incurred (%); and
- d) Shortest term of any debt(s) incurred (years or months).
- e) A copy of the most recent financial statement if the Proponent is paying for any portion of the project using cash reserves.

Proponents must provide all of the following information to assess the pricing of their Proposal:

- a) Total annual cost for maintenance and service including:
 - a. Cost of any increases to insurance; and
 - b. Any other anticipated ongoing expenses

- b) Cost of solar panel(s);
- c) Cost of inverter(s);
- d) Cost of hardware, including mounting system, wires, and related electronics;
- e) Cost of any applicable shipping, brokerage or import duties;
- f) Cost of direct labour for installation;
- g) Other costs associated with the installation of the generation system including:
 - a. Cost of any studies, reports or consultations required
 - b. Cost of any structural upgrades required to the building
 - c. Cost of connection to the Utility and upgrades to the electrical system;
 - d. Cost of any required permits and inspections;
- h) Cost of taxes; and
- i) Total costs for installation;

Rates shall be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which shall be itemized separately.

2.7.3. Instructions for Providing Technical Screening Information

Proponents are required to submit the following information using the Portal application form, detailing the design and construction of the energy generating facility (the “Facility”):

- a) Description of proposed Facility;
- b) Total proposed nameplate capacity of the installation (kW);
- c) Estimated annual energy production of the Facility (kWh);
- d) Proposed infrastructure needed to connect the system to existing power grid;
- e) % of proposed electricity generation to be provided by solar panels as a proportion of the total electricity required; and

Proponents are also required to submit a separate solar assessment of the proposed site that reflects the current conditions of the proposed site that includes the following information along with justifications where appropriate:

- a) A sketch, map or photo overlay of the proposed installation at the site, including:

- a. relevant reference markings (e.g.: legend, grid lines, compass, etc.);
 - b. all relevant landmarks;
 - c. if applicable, distance from the Facility to the building; and,
 - d. existing service lines, proposed location of meter, and proposed location of new transmission lines if applicable;
- b) The latitude and longitude coordinates of the proposed site;
 - c) The Parcel Identifier (PID) of the property, with the property owner identified;
 - d) Accessibility assessment for the proposed site, and whether any changes must be made to allow access to the site for construction and maintenance;
 - e) Description of existing electrical infrastructure to be used for grid connection;
 - f) The tilt and azimuth of the solar modules at their proposed location;
 - g) Shading analysis, including:
 - a. a general description of obstructions;
 - b. measurement methodology, calculations, and/or other relevant descriptions of the effect of shading on site insolation; and
 - c. the net reduction to annual energy production from shading effects;
 - h) the net reduction to site insolation from shading effects;
 - i) Estimate of photovoltaic potential and/or insolation (e.g.: kWh per kW, MJ/m², kWh/m²); and
 - j) For building-mounted systems, an assessment of structural capacity and wind-loading;

2.7.4. Instructions for Selling Price

Proponents must provide the proposed selling price for electricity generated by the Facility, in ¢/kWh.

3. PROPOSAL EVALUATION

3.1. Proposal Evaluation Process

Clean Foundation will conduct the evaluation of Proposals as follows:

Stage I: Review of mandatory submission requirements

Stage II: Screening of technical and financial feasibility

Stage III: Ranking of selling price

Criteria Categories	Weighting	Minimum Threshold
Mandatory Submission Requirements	Pass / Fail	Pass
Financial Feasibility Assessment	Pass / Fail	Pass
Technical Feasibility Assessment	Pass / Fail	Pass
Selling price for electricity (¢/kWh)	Ranked	<i>None</i>

3.2. Stage I – Review of Mandatory Submission Requirements

To be considered responsive in Stage I, Proposals must establish compliance with the mandatory submission requirements set out in this RFP. Proposals that do not comply with the mandatory submission requirements will be considered non-responsive, and will be disqualified and not evaluated further. The mandatory submission requirements are as follows:

3.2.1. Proponent Eligibility

Proponents must identify as one of the following eligible groups:

- a) a Nova Scotian Mi'kmaw band, as the term "band" is defined at section 2(1) of the *Indian Act* (R.S.C., 1985, c. I-5), or a body corporate, partnership or other business association that is wholly owned by one or more Mi'kmaw bands;

- b) a municipality, or a body corporate, partnership or other business association that is wholly owned by one or more municipalities in Nova Scotia;
- c) an accredited university in Nova Scotia or the Nova Scotia Community College, or a body corporate, partnership or other business association that is wholly owned by a single university or by the Nova Scotia Community College;
- d) a registered not-for-profit body corporate, or a body corporate, partnership, or other business association that is wholly owned by a single not-for-profit body corporate in Nova Scotia.

3.2.2. Site Eligibility

The property for the proposed Facility must be either:

- a) wholly owned by the Proponent, or
- b) rented or leased, with written approval from the property owner confirming that they are aware of and understand the scope, timing, funding model, and construction impacts of the project.

Please note that registered heritage properties will require permits to install a solar energy project. The Proponent is responsible to obtain all permits required for the project in a timely manner and is responsible for all costs associated with obtaining such permits.

3.2.3. Solar Generating Facility Eligibility

Eligible bids will adhere to the following:

- a) The electricity proposed to be generated from the Facility is not already subject to a power purchase agreement or net-metering arrangement with a Utility;
- b) The proposed Facility will be wholly owned by an entity that is eligible to participate in the Program;
- c) The proposed Facility will not exceed a total nameplate capacity of 75 kW;
- d) The proposed Facility is expected to produce at least 51% of its average annual renewable low-impact electricity from solar energy;
- e) The proposed Facility will be connected to the electrical grid of a public utility through one electric meter that records electricity sales and peak power at least four times per hour; and
- f) The proposed Facility will be located on or wholly within 100 metres of a building that satisfies all the following conditions:

- a. it will be owned or leased, in whole or in part, by the owner of the generation facility on the date that the Facility reaches commercial operation;
- b. it is not associated with another generation facility procured under the solar program, unless the contract for the development of the other generation facility has been terminated on or before the Submission Deadline;
- c. it will be provided with electricity from a public Utility through an electric meter on the date the Facility reaches commercial operation;
- d. it will not be constructed, leased or provided with electricity solely to qualify for the Program; and
- e. it will be located on the same property as the Facility, or on an adjoining property that is owned by the owner of the Facility, on the date that the Facility reaches commercial operation until the end of the power purchase agreement.

3.3. Stage II – Screening of Technical and Financial Feasibility

All Proposals will be screened on the basis of technical and financial feasibility. Required information for this screening is provided in Sections 2.7.2 and 2.7.3. This screening will be pass/fail, and all Proposals (“Qualifying Proposals”) that meet the requirements for technical and financial feasibility will proceed to Stage III.

3.4. Stage III - Ranking of Selling Price

Clean Foundation will evaluate the submitted power purchase price in each Qualifying Proposal relative to all other prices submitted within Qualifying Proposals. Proponents are required to include pricing information for the electricity to be sold to the utility in units of ¢/kWh.

The lowest power purchase price(s) to be evaluated will receive the highest rank. All other evaluated prices will be ranked relative to the lowest price submitted. Contracts will then be awarded by rank until maximum program capacities are reached among utilities and counties as described in section 1.3.1, and among applicant categories as described in section 3.2.1.

Proponents are required to include pricing information for the electricity to be sold to the utility as follows:

- a. Selling price in ¢/kWh; and
- b. Total expected cost to the Utility over term of project (\$).

Each Proponent's selling price will be ranked relative to the proposed selling prices of other Qualifying Proposals.

3.5. Notification of Results of Bidding Process

After the completion of Stage III, successful Proponents will be entered into a power purchase agreement with the applicable Utility. Clean Foundation will notify the successful Proponents in writing.

Once all successful Proponents have been notified of the outcome in writing, notification of the outcome of the procurement process will be posted on the Portal and the other Proponents will be notified in writing within seven days of public posting.

3.6. Debriefing

Proponents may request a debriefing. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of posting of the outcome of the procurement process on the Portal. The intent of the debriefing information session is to aid the Proponent in presenting a better Proposal in subsequent procurement opportunities. Any debriefing provided is not intended to offer an opportunity to challenge the procurement process or its outcome. The debriefing may be provided in writing, by telephone or in person.

3.7. Complaint Procedure

If a Proponent wishes to file a complaint in regards to the RFP process, it must provide written notice to the RFP Contact within sixty (60) days of posting of the outcome of the process on the Portal, and Clean Foundation will respond within two weeks.

3.8. Acceptance and Entry into Power Purchase Agreement

Once Clean Foundation has notified the successful Proponents of the acceptance of their Proposals it is understood and agreed that each successful Proponent shall be entered into a binding power purchase agreement with the applicable Utility.

4. GENERAL TERMS AND CONDITIONS

4.1. RFP Incorporated into Proposal

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

4.2. Proponents to Follow Instructions

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

4.3. Language

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

4.4. No Incorporation by Reference

The entire content of the Proponent's Proposal shall be submitted in a fixed form, and the content of any websites or other external documents referred to in the Proponent's Proposal but that are not attached will not be considered to form part of the Proposal. Clean Foundation reserves the right to access any external documents or content provided by a Proponent as needed to evaluate the Proposal.

4.5. Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation of the Proposal.

4.6. Proposal to be Retained by Clean Foundation

Clean Foundation will not return any Proposal or any accompanying documentation submitted by a Proponent.

4.7. Conflict of Interest

Clean Foundation may disqualify a Proponent for any conduct, situation or circumstance, determined by Clean Foundation, in its sole and absolute discretion, to constitute a Conflict of Interest.

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

- a) the Proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - a. having, or having access to, confidential information about Clean Foundation in the preparation of its Proposal that is not available to other Proponents;
 - b. communicating with any person with a view to receiving preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - c. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) the Proponent, or any of its employees, shareholders, officers, directors, agents, advisers, or elected or appointed officials has a non-arms length relationship with any of the employees, officers, directors or agents of Clean Foundation, which includes but is not limited to familial relationships and business relationships, that could reasonably give rise to a perception that performance of the contractual obligations outlined in the RFP could result in a direct or indirect financial benefit for one or more employees, officers, directors or agents of Clean Foundation within the period from the award of the bid through to the twelve (12) months following the date the generation facility reaches commercial operation.

Proponents shall disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the Proposal **AND** who were employees, directors, officers or agents of Clean Foundation within twelve (12) months prior to the Submission Deadline.

Any current employees, directors, officers, staff and agents of Clean Foundation, or their immediate family members, are prohibited from bidding or consulting on a bid for other Proponents.

Proponents must complete the Conflict of Interest declaration set out in the Submission Form.

Where Clean Foundation intends to reject a Proposal under this section, the RFP Contact will inform the Proponent and provide the Proponent with an opportunity to make representations before making a final decision. The Proponent acknowledges that it is within Clean Foundation's sole discretion to determine whether a conflict of interest, unfair advantage, or an appearance of conflict of interest or unfair advantage exists.

Clean Foundation may disqualify a Proponent, in its sole and absolute discretion, if it determines that the Proponent has engaged in any conduct prohibited by this RFP.

4.8. Proponent Not to Communicate with Media

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

4.9. No Lobbying

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

4.10. Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents shall not engage in any unethical conduct, including: lobbying, as described in section 4.9 above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of Clean Foundation; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.11. Rejection of Bids

Clean Foundation may reject a bid based on past performance or inappropriate conduct of a Proponent, including but not limited to the following:

- a. illegal or unethical conduct as described in sections 4.8 through 4.100 above; or
- b. any conduct, situation or circumstance determined by Clean Foundation, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

4.12. Confidential Information of Proponent

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

4.13. Personal Information International Disclosure Protection Act

The *Personal Information International Disclosure Protection Act* (PIIDPA) creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the agreement terms. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

By submitting a Proposal, each Proponent confirms that it has read and understands PIIDPA.

4.14. Reserved Rights of Clean Foundation

Clean Foundation reserves the right to:

- a) make public the names of any or all Proponents;
- b) request written clarification in relation to a Proponent's Proposal;

- c) waive minor informalities or irregularities that do not constitute mandatory eligibility requirements or mandatory submission requirements if Clean Foundation determines that the variation of the Proposal from the exact requirements set out in the RFP documents can be corrected or waived without prejudice to other Proponents;
- d) verify with any Proponent or with a third party any information set out in a Proposal;
- e) check references other than any provided by any Proponent;
- f) disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- g) disqualify any Proponent or the Proposal of any Proponent who has engaged in conduct prohibited by this RFP;
- h) amend this RFP process without liability at any time prior to the notification of the results of the bidding process. These changes shall be issued by way of addendum in the manner set out in this RFP;
- i) accept any Proposal;
- j) cancel this RFP process without liability at any time prior to the notification of the results of the bidding process. A cancellation shall be communicated by way of addendum in the manner set out in this RFP. Clean Foundation may in its sole discretion issue a new RFP for the same or similar deliverables; or
- k) reject any or all Proposals;

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

4.15. Limitation of Liability

By submitting a Proposal, each Proponent agrees that:

- a) neither Clean Foundation nor any of its employees, officers, agents, directors, advisors or representatives will be liable, under any circumstances, for any claim arising out of this Proposal process including but not limited to costs of preparation of the Proposal, loss of profits, loss of opportunity or for any other claim; and
- b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the Proposal, loss of profit or loss of opportunity because of Clean Foundation's decision to not accept the Proposal submitted by the Proponent, to accept the Proposals submitted by any other

Proponent or to cancel this Proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

4.16. Governing Law and Interpretation

These Terms and Conditions of the RFP Process:

- a) are intended to be interpreted broadly and independently (with no provision intended to limit the scope of any other provision);
- b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of Clean Foundation; and
- c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.