



Request for Supplier Qualifications

to

Design Build Finance & Maintain

Queen Elizabeth II New Generation

Halifax Infirmary Expansion Project

Nova Scotia Department of Transportation and Infrastructure Renewal

RFSQ No. WS193215792

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REQUEST FOR SUPPLIER QUALIFICATIONS

SECTION 1 - INTRODUCTION

- (1) This Request for Supplier Qualifications (“RFSQ”) is in respect of the Halifax Infirmary Expansion Project (the “Project”) as described in the RFSQ Data Sheet (Appendix A) and is issued by the Province of Nova Scotia (the “Province”) for the Nova Scotia Department of Transportation and Infrastructure Renewal (“NSTIR”, the “Client”). The RFSQ Data Sheet provides more details on the Client and broader Government of Nova Scotia (“Government”) involvement in the Project.
- (2) In this RFSQ, all members of a team submitting responses, or intending to submit responses, to this RFSQ are referred to collectively as the “Applicant” and the Applicant’s submission is referred to as a “Prequalification Submission”. Each Applicant shall be represented by an Applicant Representative for the purpose of submitting the Applicant’s Prequalification Submission. The Applicant Representative shall have the power and authority to bind all members of the Applicant’s team for the purposes of this RFSQ. It is anticipated that Applicants will be required to form consortia or joint ventures in order to submit a Prequalification Submission.
- (3) This RFSQ requires each Applicant to submit the information described in Appendix B - Prequalification Submission Requirements and to submit the forms contained in Appendix C - Prequalification Submission Forms attached to this RFSQ.
- (4) The procurement process in respect of the Project will be managed by NSTIR. It is anticipated that the Applicant that is ultimately successful in being awarded the work related to this Project (the “Successful Proponent” in the subsequent RFP Process as defined in Section 2.1(b)) will enter into a contract (the “Project Agreement”) with the party named in the RFSQ Data Sheet as the signatory to the Project Agreement (the “Signing Party”).
- (5) The Project to which this RFSQ applies is planned to proceed as a Design, Build, Finance, and Maintain (“DBFM”) project.

SECTION 2 – PROCUREMENT PROCESS AND PROJECT IMPLEMENTATION OVERVIEW

2.1 Overview

The procurement of the Project is expected to take place in the following stages:

(a) Stage 1 – RFSQ Process

The prequalification stage (the “RFSQ Process”) precedes the Request for Proposals (“RFP”) process described in Section 2.1(b) (the “RFP Process”) and is intended to identify a maximum of three (3) prequalified parties that are eligible to participate in the RFP Process (the “Prequalified Parties”).

The RFSQ Process is a standalone and independent stage that begins with issuance of this RFSQ and ends when the Prequalified Parties are identified by the Client and all Applicants have received notification from the Client as to the results of the RFSQ Process.

(b) Stage 2 – RFP Process

The RFP Process is the competitive procurement process that follows the RFSQ Process and is intended to result in the identification of a single Successful Proponent.

(c) Stage 3 – Execution of the Project Agreement

Once the Successful Proponent identified in the RFP Process and the Signing Party have executed the Project Agreement (including reaching commercial and financial close), the Project will proceed in accordance with the terms and conditions of the Project Agreement.

2.2 RFSQ Timetable and General Timelines

- (1) It is anticipated that this RFSQ Process and the Project will be implemented generally in accordance with the estimated timetable set out in the RFSQ Data Sheet (the “Timetable”).
- (2) All dates and times listed in the Timetable are subject to change at the discretion of the Client. Any change to a date or time set out in the Timetable with respect to the RFSQ Process will be made by addendum through the Government of Nova Scotia Procurement Web Portal (“Procurement Web Portal”). Any change to any other dates shall be provided only to Prequalified Parties and only through the RFP Process.

2.3 Fairness Monitor

- (1) The Client has elected to appoint OPTIMUS | SBR as a Fairness Monitor in respect of the RFSQ Process.

SECTION 3 – INSTRUCTIONS TO APPLICANTS

3.1 Obtaining the RFSQ

- (1) Applicants are strongly advised to obtain the RFSQ Documents, as defined in Section 3.2(1), directly from the Procurement Web Portal to ensure that they receive all communications issued by the Client.
- (2) If the Applicant obtains the RFSQ Documents in some way other than through the Procurement Web Portal, the Applicant is solely responsible to ensure that it has received all communications issued by the Client, including all communications in accordance with Sections 3.6, 3.7 and 3.8, and a failure to obtain any such communication is at the sole and absolute risk of the Applicant.

3.2 RFSQ Documents

- (1) This RFSQ consists of the following documents (collectively, the “RFSQ Documents”):
- (a) Request for Supplier Qualifications;
 - (b) Appendix A – RFSQ Data Sheet;
 - (c) Appendix B – Prequalification Submission Requirements;
 - (d) Appendix C – Prequalification Submission Forms;
 - (e) Appendix D – Prequalification Submission Checklist;
 - (f) Appendix E – Request for Information Form; and
 - (g) Addenda, if any, as per Section 3.7.

3.3 RFSQ Submission Deadline

- (1) Prequalification Submissions must be received by the Client no later than the date and time set out in the Timetable (the “RFSQ Submission Deadline”). Applicants must deliver their Prequalification Submissions in person or by courier to the address set out in the RFSQ Data Sheet (the “Submission Address”). It is the sole responsibility of each Applicant to make sure that its Prequalification Submission is delivered to the Submission Address no later than the RFSQ Submission Deadline. Prequalification Submissions received after the RFSQ Submission Deadline shall be rejected and returned to the Applicant unopened.
- (2) The Client will not accept Prequalification Submissions sent by facsimile, electronic mail, telex or other telegraphic means. The determination of whether the Prequalification Submission is submitted before the RFSQ Submission Deadline shall be based on the time and date stamp, which the Applicant must ensure it receives from the Department of Internal Services at the Submission Address.

3.4 Contact Person

- (1) For the purpose of this RFSQ Process, Applicants are permitted to contact only the contact person set out in the RFSQ Data Sheet (the “Contact Person”). The coordinates of the Contact Person are set out in the RFSQ Data Sheet.

3.5 Applicants’ Meeting

- (1) The Client will hold a meeting for Applicants (the “Applicants’ Meeting”). The date, time and location of the Applicants’ Meeting is set out in the Timetable contained in the RFSQ Data Sheet. The purpose of the Applicants’ Meeting is to provide information about the Project and RFSQ Process and to respond to any immediate questions that Applicants may have. Responses provided at the Applicants’ Meeting are non-binding unless confirmed by Addenda per Section 3.6(4).
- (2) Applicants interested in attending the Applicants’ Meeting are required to notify the Contact Person, by email, at least three (3) business days before the date of the meeting, of their intention to attend and provide a written list of the proposed attendees (including individual name, title and firm name as well as an indication of those that will attend in person). Applicants that do not provide written notice three (3) days before the date of the meeting may not be eligible to attend the meeting at the discretion of the Client. The Client may, in its discretion, limit the number of attendees per Applicant at the Applicants’ Meeting.

- (3) Applicants who register to attend the Applicants' Meeting in-person will be expected to sign in through an attendance sheet. Questions will be permitted during the Applicants' Meeting.
- (4) Attendance at the Applicants' Meeting is not mandatory and Applicants who do not attend the Applicants' Meeting may still submit a Prequalification Submission.

3.6 Questions/Clarifications

- (1) Applicants may make inquiries only by submitting questions or requests for information to the Contact Person by e-mail, and in accordance with the instructions set out in the RFSQ Data Sheet, no later than the date and time set out in the Timetable. The Client is not obligated to respond to questions or requests for information received after the date and time has passed. Questions submitted to anyone other than the Contact Person or by any means other than e-mail will not be answered.
- (2) Any Applicant that has questions as to the meaning of any part of the RFSQ Documents or the Project, or who believes that the RFSQ Documents contain any error, inconsistency or omission, must submit its question(s) in accordance with Section 3.6(1).
- (3) In its discretion, the Client may provide all questions or requests for information submitted by Applicants, without expressly identifying the originator, along with the Client's answers thereto, to all Applicants through the Procurement Web Portal.
- (4) Any oral or written response provided by the Client in connection with this RFSQ, except in the form of an Addendum issued in accordance with Section 3.7, will neither be binding on the Client nor will it change, modify, amend or waive the requirements of this RFSQ in any way. Applicants shall not rely on any response provided other than an addendum issued in accordance with Section 3.7.
- (5) Applicants may also make inquiries on matters they consider to be commercially sensitive or confidential. Applicants must designate such inquiries as "commercially confidential" and submit them in accordance with Section 3.6(1). If the Client determines, in its sole discretion, that an inquiry designated as commercially confidential is of general application or would provide a significant clarification to the RFSQ Documents, RFSQ Process or the Project, the Client may issue an Addendum that deals with the same subject matter or issue a response in accordance to Section 3.6(3). If the Client agrees with the Applicant's designation of an inquiry as commercially confidential, the Client will provide a response to only the Applicant that submitted the commercially confidential inquiry.

3.7 Amendments to the RFSQ

- (1) If the Client, for any reason and in its discretion, determines that it is necessary or desirable to amend the RFSQ Documents, any amendment will be communicated in writing through the Procurement Web Portal to all Applicants in the form of a written addendum numbered sequentially for identification purposes. Each addendum will be considered to form an integral part of the RFSQ Documents. In the event of any conflict in the wording or any issue of interpretation, addenda, when issued, take priority over the original wording in the RFSQ Documents and any wording in prior addenda.

3.8 Extension of the RFSQ Submission Deadline

- (1) The Client may, in its discretion, extend the RFSQ Submission Deadline by Addenda for such period of time as the Client, in its discretion, deems necessary.

3.9 Process for Revising Prequalification Submissions

- (1) At any time prior to the RFSQ Submission Deadline, and only prior to the RFSQ Submission Deadline, an Applicant may withdraw or amend its already submitted Prequalification

Submission. An Applicant wishing to amend its Prequalification Submission shall withdraw its initial Prequalification Submission and replace it with a complete, revised Prequalification Submission prior to the RFSQ Submission Deadline.

3.10 Prequalification Submission Property of the Client

- (1) Prequalification Submissions will become the property of the Client and will not be returned to the Applicants unless withdrawn pursuant to Section 3.9.

3.11 Prequalification Submission Instructions

- (1) Applicants shall prepare all Prequalification Submissions in English and shall submit, in two (2) separate sealed packages,
 - (a) one bound, signed original marked as “Original” and six (6) bound copies of
 - (i) all of the information required by Appendix B - Table 1 (other than Sections 7.1, 7.2, 7.3, 7.4, and 7.5), including the completed forms required by Appendix C; and
 - (ii) one USB format flash drive containing electronic copies, in PDF or Word format, of all of the information provided pursuant to Section 3.11(1)(a)(i) and marked “Technical Information” on the USB flash drive,together in a sealed package marked “Technical Information” (the “Technical Information Package”); and
 - (b) one bound original marked as “Original” and four (4) bound copies of,
 - (i) all information required by Appendix B – Table 1, Sections 7.1, 7.2, 7.3, 7.4, and 7.5 (Applicants need only provide one bound “original” copy and one copy of the financial statements required from Applicants within Appendix B – Table 1 Section 7.1); and
 - (ii) one USB format flash drive containing electronic copies, in PDF or Word format, of all information provided pursuant to Section 3.11(1)(b)(i), including financial statements, and marked “Financial Information” on the USB flash drive,together in a separate sealed package marked “Financial Information” (the “Financial Information Package”).
- (2) Applicants should include the Technical Information Package and the Financial Information Package together in another sealed package with the name of the Applicant, the name of the Project and the Contact Person’s name clearly stated on the exterior of the package.
- (3) Applicants should not submit promotional materials as part of their Prequalification Submissions and Applicants are strongly encouraged not to submit information that is not required by the RFSQ Documents. Applicants are strongly encouraged to be succinct in their Prequalification Submissions. If there are page limits set out in Appendix B, the Applicant should limit its Prequalification Submission, or each component of the Prequalification Submission, to the maximum number of pages indicated in Appendix B. Applicants are cautioned that, if there are page limits set out in Appendix B, the Client will not review or score pages submitted in excess of the maximum number of pages indicated for such item. For greater clarity, any page limits set out in the RFSQ Documents shall apply to all materials submitted by the Applicant in response to the item that is the subject of a page limit, whether submitted in the text of the Prequalification Submission or included as an appendix, schedule or other attachment to the Prequalification Submission.

- (4) A Prequalification Submission that is not submitted in sealed packages as required by Sections 3.11(1)(a), 3.11(1)(b) and 3.11(2) may be rejected by the Client and the Client shall not be under any obligation to return an unsealed Prequalification Submission to the Applicant.
- (5) If there is any difference whatsoever between the “original” hard copy of the Technical Information, the electronic copy of the Technical Information, and the hard copy of the Technical Information, the “original” hard copy of the Technical Information, as submitted, shall govern. If there is any difference whatsoever between the “original” hard copy of the Financial Information, the electronic copy of the Financial Information, and the hard copy of the Financial Information, the “original” hard copy of the Financial Information, as submitted, shall govern.

3.12 Participation by Team Members on More than One Applicant Team

- (1) A Prime Team Member of one Applicant, or any Person related thereto, may not be a Team Member (except as a lender in a non-financial advisory role) or otherwise participate in the Prequalification Submission of any other Applicant.
- (2) For greater clarity, Section 3.12(1) and Section 7.8(2) do not prohibit a Team Member of one Applicant from also being a Team Member of another Applicant, provided that it is not:
 - (a) a Prime Team Member of any Applicant;
 - (b) related to a Prime Team Member of any Applicant; or
 - (c) otherwise ineligible to do so.
- (3) A Key Individual, or any Person related thereto, may not be involved in the Prequalification Submission of more than one Applicant.

SECTION 4 – CONTENTS OF THE PREQUALIFICATION SUBMISSION

- (1) Applicants shall prepare their Prequalification Submissions by completing and submitting the information and forms required by Appendix B and Appendix C to this RFSQ, in accordance with the instructions set out in Appendix B and Appendix C.

SECTION 5 – RFSQ EVALUATION PROCESS OVERVIEW

5.1 Evaluation Process

- (1) The Client will not open Prequalification Submissions publicly and will not publish the name of Applicants at receipt. The Client and its Representatives will evaluate the Prequalification Submissions in accordance with the following steps:

- (a) Step 1:

Step 1 will consist of a review of the Prequalification Submission for inclusion of the Prequalification Submission Requirements for the purposes of assessing substantial completeness. The substantial completeness review will assess whether the required information and forms have been provided and completed in accordance with the instructions in the RFSQ Documents.

If the substantial completeness review identifies that any of the required information and forms are missing, the Client may, at its sole discretion, issue the Applicant a notice identifying any deficiencies (“Rectification Notice”) and provide the Applicant an opportunity to rectify such deficiencies (“Rectification Response”). The Rectification Response shall be limited to the modifications necessary to rectify the deficiencies identified in the Rectification Notice, at the sole discretion of the Client (“Necessary Modifications”). The Client will not review or score any modifications beyond the Necessary Modifications. The

Rectification Notice will include direction to the Applicant as to the amount of time available to the Applicant to provide a Rectification Response, at the sole discretion of the Client.

All Rectification Notices will be issued, and Rectification Responses received, prior to commencement of Step 3 of the Evaluation Process (the “Rectification Period”). The duration of Steps 1 and 2, and therefore the Rectification Period, is at the sole discretion of the Client.

Assessment of completion shall be at the Client’s sole discretion. An Applicant’s failure to provide a complete Prequalification Submission may result in the Prequalification Submission not being evaluated.

(b) Step 2:

The evaluation teams established by the Client will evaluate the Technical Information Package and the Financial Information Package, respectively, of those Prequalification Submissions that pass the substantial completeness review. Prequalification Submissions will be evaluated and ranked in accordance with the Evaluation Criteria Categories set out in Section 6 to this RFSQ.

(c) Step 3:

The evaluation teams established by the Client will present their findings from Step 2 to an evaluation committee, also appointed by the Client. The evaluation committee will recommend to the Client which Applicants should be prequalified for the RFP Process based on the scores arising out of Step 2 of the evaluation process. If there is a tie in the aggregate score among two (2) or more Prequalification Submissions in respect of the lowest scored Applicant to be prequalified to the RFP Process, the Client may, in its sole discretion, give the higher ranking to the Applicant with the higher technical score.

(d) Step 4:

Subject to Section 5.2 and following approval by the Client, the Contact Person will contact all Applicants to inform them whether or not they are Prequalified Parties, or, if applicable, Reserve Prequalified Parties. At this stage the Client will also publish the names of the Prequalified Parties.

5.2 Maximum Number of Prequalified Parties and Reserve Prequalified Parties

- (1) Based upon the scores from the evaluation process set out in Section 5.1, the Client intends to prequalify, at a maximum, the number of Prequalified Parties set out in Section 2.1(a) and the RFSQ Data Sheet.
- (2) The Client may also, in its discretion and prior to the issuance of the RFP, identify one or more Applicants whose scores from the evaluation process set out in Section 5.1 are the next highest ranking after the scores for Prequalified Parties, to be a “Reserve Prequalified Party”, provided an Applicant has achieved the minimum score required by Section 6.1(4).
- (3) If a Prequalified Party has advised the Client in writing that it will not participate in the RFP Process, or its status as a Prequalified Party has changed, then the Client may, in its discretion, select one or more Reserve Prequalified Parties to participate in the RFP Process, provided, however, that the number of Prequalified Parties does not exceed the maximum number set out in the RFP Data Sheet.
- (4) Prior to being identified as a Prequalified Party a Reserve Prequalified Party will be required to confirm in writing in a form satisfactory to the Client:

- (a) that the Reserve Prequalified Party will participate in the RFP Process;
- (b) the matters related to their financing and financial information pursuant to Sections 5.5 and 5.6; and
- (c) the matters related to their Team Members pursuant to Section 7.4.

5.3 Clarifications of Prequalification Submissions

- (1) During the evaluation of Prequalification Submissions, the Client may request that any Applicant provide further clarification of any part of its Prequalification Submission. The evaluation of a Prequalification Submission will include any clarifications provided in writing in response to questions posed by the Client as well as any other investigations made by the Client. The Client will have the right to verify any information received, including any references, and, for that purpose, the Applicants shall be deemed to consent to and authorize the release of such information to the Client. If required by the Client, it may be necessary for an Applicant to attend one or more clarification meetings with the Client.
- (2) The Client is under no obligation to request clarification with respect to, or verify, any information in any Prequalification Submission, including the clarification or verification of an ambiguity in the Prequalification Submission. The Client may, in its discretion, request clarification with respect to, or verify, matters related to none, one or some of the Prequalification Submissions.

5.4 Applicant Interviews and Reference Checks

- (1) The Client reserves the right to check references provided by Applicants and references other than those provided by Applicants in their Prequalification Submissions. The Client also reserves the right to conduct interviews with the Applicants to further understand the Applicant's Prequalification Submission and to meet key members of the Applicant's team. The Client may request clarification of an Applicant's Prequalification Submission at an interview and the Client may treat these clarifications in the same fashion as clarifications provided in writing in accordance with Section 5.3(1). The Client is under no obligation to check references provided by Applicants or to conduct interviews with the Applicants.

5.5 Pre RFP Financial Submission Confirmation

- (1) Prior to the issuance of the RFP documents, the Client may, in its discretion, request all Applicants to confirm that there have been no material changes to the information submitted by the Applicant in response to the Prequalification Submission Requirements set out in Section 7.1, 7.2, 7.3, 7.4, and 7.5 of Table 1 of Appendix B to this RFSQ. If there have been any material changes to the submitted information, the Applicant shall provide details of such changes in accordance with any requirements the Client may impose at that time. The Client shall evaluate such changes submitted by the Applicants in accordance with the Evaluation Criteria set out in Section 7.1, 7.2, 7.3, 7.4, and 7.5 of Table 1 of Appendix B to this RFSQ and may revise the Applicants' scores and the ranking of the Prequalification Submissions to reflect the results of this evaluation. If the rankings change as a result of the evaluation, the list of Prequalified Parties and or the Reserve Prequalified Parties may change. Accordingly, it may occur that an Applicant that was initially determined to be a Prequalified Party will no longer be considered a Prequalified Party and will not be invited to participate in the RFP Process.

5.6 Reporting of Material Change

- (1) During the time period until the issuance of the RFP documents, the Prequalified Parties shall submit immediately to the Client information pursuant to the Prequalification Submission Requirements set out in Sections 7.1, 7.2, 7.3, 7.4, and 7.5 of Table 1 of Appendix B to this RFSQ either (i) upon the occurrence of a material change to the information previously submitted by the Applicant in response to the Prequalification Submission Requirements set out in Sections 7.1, 7.2, 7.3, 7.4, and 7.5 of Table 1 of Appendix B to this RFSQ, or (ii) from time to time upon

the Client's' request. The Client shall evaluate the information submitted by the Applicants in accordance with the Evaluation Criteria set out in Sections 7.1, 7.2, 7.3, 7.4, and 7.5 of Table 1 of Appendix B, and may revise the Applicant's score accordingly. If a Prequalified Party's revised score results in a change in its ranking, the list of Prequalified Parties and or the Reserve Prequalified Parties may change. Accordingly, it may occur that an Applicant that was initially determined to be a Prequalified Party will no longer be considered a Prequalified Party and will not be invited to participate in the RFP Process.

SECTION 6 – RFSQ EVALUATION CRITERIA CATEGORIES

6.1 Evaluation Criteria Categories

- (1) A Prequalification Submission that has passed the substantial completeness review will be subjected to a scoring evaluation based on the following Evaluation Criteria Categories, further details of which are set out in Appendix B – Prequalification Submission Requirements to this RFSQ:
 - (a) Section 1.0 of Table 1 of Appendix B – Applicant;
 - (b) Section 2.0 of Table 1 of Appendix B – Applicant Lead's Organizational Structure;
 - (c) Section 3.0 of Table 1 of Appendix B – Design Team;
 - (d) Section 4.0 of Table 1 of Appendix B – Construction Team;
 - (e) Section 5.0 of Table 1 of Appendix B – Construction Team Member(s) Local Knowledge;
 - (f) Section 6.0 of Table 1 of Appendix B – Facilities Management Team; and
 - (g) Section 7.0 of Table 1 of Appendix B – Financial Capability.
- (2) The weightings for the Evaluation Criteria Categories in this RFSQ Process are set out in the RFSQ Data Sheet. The Evaluation Criteria are set out in Appendix B.
- (3) The evaluation teams will evaluate each Prequalification Submission on the extent to which it meets or exceeds the Evaluation Criteria and meets or exceeds any other requirements of the RFSQ Documents.
- (4) Applicants must receive a minimum score of the available points for each of the following:
 - (a) Section 1.0 and 2.0 of Table 1 of Appendix B collectively (Applicant and Applicant Lead's Organizational Structure) (minimum of 15 of 25 available points);
 - (b) Section 3.0 of Table 1 of Appendix B (Design Team) (minimum of 9 of 15 available points);
 - (c) Section 4.0 of Table 1 of Appendix B (Construction Team) (minimum of 9 of 15 available points);
 - (d) Section 5.0 of Table 1 of Appendix B (Construction Team Member(s) Local Knowledge) (minimum of 6 of 10 available points);
 - (e) Section 6.0 of Table 1 of Appendix B (Facilities Management Team) (minimum of 12 of 20 available points); and

- (f) Section 7.0 of Table 1 of Appendix B (Financial Capability) (minimum of 9 of 15 available points).

Failure to achieve this minimum score in any of the above circumstances may prevent an Applicant from proceeding further in the evaluation process set out in Section 5.1.

- (5) If fewer than three (3) Applicants are able to meet any or all of the requirements set out in Section 6.1(4), the Client may, in its discretion, waive any or all of the minimum scores set out in Section 6.1(4), for all Applicants.

SECTION 7– RFSQ PROCESS MATTERS

7.1 Communications and Public Comment

- (1) Neither Applicants nor their Representatives or Team Members shall,
 - (a) make any public comment, respond to questions in a public forum, or carry out any activities to publicly promote or advertise their qualifications, interest in or participation in the Project or this RFSQ Process without the Client's prior written consent, which consent may be arbitrarily withheld or delayed; or
 - (b) engage in any way whatsoever in any form of political or other lobbying to influence the outcome of this RFSQ Process.
- (2) In the event of any lobbying or communication by an Applicant in contravention of Section 7.1(1), the Client may, in its discretion and at any time, prohibit an Applicant from submitting a Prequalification Submission or reject the Prequalification Submission submitted by that Applicant in this RFSQ Process, without further consideration. The Client may, as an alternative to the rejection of a Prequalification Submission of the related Applicant impose such conditions on that Applicant's continued participation in the RFSQ Process and any subsequent procurement process as the Client, in its discretion, may consider in the public interest or otherwise appropriate.
- (3) Other than as expressly permitted or required in this RFSQ, any attempt on the part of any Applicant or any of its Representatives or Team Members to contact, or any contact with any of the following persons, directly or indirectly, with respect to this RFSQ Process, may lead to disqualification of an Applicant or rejection of a Prequalification Submission:
 - (a) any person of the Client, other than the Contact Person;
 - (b) any member of an evaluation team or the evaluation committee;
 - (c) any expert or advisor assisting the Client, an evaluation team or the evaluation committee;
 - (d) any member of the Executive Council (Provincial Cabinet) or the staff of any such member;
 - (e) any member of the Premier's Office or Cabinet Office;
 - (f) any staff, contractor, agent or representative of the Department of Finance and Treasury Board, including the Minister's Office, or the Department of Transportation and Infrastructure Renewal, including the Minister's Office;
 - (g) any Government member of the Provincial Legislature;
 - (h) any other Applicant or Representative thereof (except Team Members that are part of more than one Applicant);

- (i) any Ineligible Persons as set out in Section 7.11(6); or
 - (j) any other additional party named in the RFSQ Data Sheet.
- (4) An Applicant or any of its Representatives or Team Members may contact the Fairness Monitor on matters of procedural fairness with respect to the RFSQ Process.

7.2 Use of Information

- (1) These RFSQ Documents may not contain all of the information that an Applicant may need in deciding whether to submit a Prequalification Submission.
- (2) The Client and its Representatives shall not be liable for any information or advice or any errors or omissions that may be contained in these RFSQ Documents or the addenda, appendices, data, materials or documents (electronic or otherwise) attached or provided to the Applicants pursuant to these RFSQ Documents or otherwise with respect to the Project.
- (3) The Client and its Representatives make no representations or warranties, and there are no representations, warranties or conditions, either expressed or implied, statutory or otherwise, in fact or in law, with respect to the accuracy or completeness of these RFSQ Documents or any addenda, appendices, data, materials or other documents and the Client and its Representatives will not be responsible for any claim, action, cost, loss, damage or liability whatsoever arising from any Applicant's reliance on or use of these RFSQ Documents or any addenda, appendices, data, materials or other documents provided, delivered or made available by the Client or its Representatives.
- (4) Each Applicant is responsible for obtaining its own independent financial, legal, accounting, engineering, environmental, architectural and other technical and professional advice with respect to the Project, the RFSQ Documents, the RFSQ Process and any addenda, appendices, data, materials or other documents provided, delivered or made available or required by the Client or its Representatives.

7.3 Costs and Expenses of Applicants

- (1) All costs and expenses incurred by each Applicant in the preparation and delivery of its Prequalification Submission or in providing any additional information necessary for the evaluation of its Prequalification Submission shall be borne solely by that Applicant.
- (2) Neither the Client nor its Representatives will be liable to pay any costs or expenses of any Applicant or to reimburse or compensate an Applicant in any manner whatsoever under any circumstances, including in the event of the rejection of any or all Prequalification Submissions or if the Client decides not to proceed with the Project.
- (3) In order to promote the preparation of high-quality submissions during the RFP Process, Prequalified Parties who submit compliant proposals in response to the RFP but are not selected by the Client as the Successful Proponent will be provided with a Design and Bid Fee of CAD\$1,500,000 (subject to certain eligibility conditions).

7.4 Changes to Applicants and Team Members

- (1) Except as provided in Sections 7.4(2) and 7.4(3), the Applicant is not permitted to change its Team Members after the RFSQ Submission Deadline without the Client's prior written consent. If there is any change in the Team Members of an Applicant, a change in Control of any Team Member or a material change to any Team Member after a Prequalification Submission has been submitted, and such change was beyond the control of the Applicant and the applicable Team Member, the Applicant must provide written notice to the Client within five (5) business days after it has become aware of such change. The Client may, in its discretion, disqualify any such Applicant and/or reject the Prequalification Submission of any such Applicant if the Client, in its

discretion, considers that the change may have a material adverse impact on the Applicant's Prequalification Submission. If the Client determines that the Applicant will not be disqualified, the Client may, in its discretion, permit the Applicant to propose a substitution for the applicable Team Member.

- (2) Applicants are cautioned that for those Prequalified Parties that have been invited to participate in the RFP Process, the Client will not allow any changes to Prime Team Members, additional Prime Team Members, or material changes to the roles or scope of work to be performed by any Prime Team Members, without the Client's prior written consent. Without limiting the foregoing, the Client may require some or all of the Team Members, including any Team Member that will no longer form part of the Applicant, to confirm in writing their agreement to the addition, deletion, or change in the Team Members. However, any request for written confirmation shall in no way be seen as acceptance of or condoning by the Client of a Prequalified Party's request to add, delete or change a Team Member and will not impair the Client's right to disqualify any such Prequalified Party from participation in the RFP Process.
- (3) The Client may, in its discretion, require the Applicant to remove and/or replace any Team Member and/or Key Individual pursuant to Sections 7.6(1)(f), 7.6(3) and 7.11(4). Any such replacement Team Member and/or Key Individual is at the Client's sole discretion and shall require the Client's prior written consent.
- (4) In exercising its discretion pursuant to this Section 7.4, the Client may have reference to the Evaluation Criteria Categories set out in the RFSQ Documents and such other criteria as the Client may consider relevant.

7.5 Examination and Interpretation of Documents

- (1) Each Applicant is responsible for ensuring that it has all of the information necessary to respond to this RFSQ and for independently informing and satisfying itself with respect to the information contained in this RFSQ Documents, and any conditions that may in any way affect its Prequalification Submission.

7.6 Rights of the Client

- (1) Notwithstanding anything else in the RFSQ Documents, the Client has the right, at any time and in its discretion,
 - (a) to reject and not consider a Prequalification Submission from an Applicant, or to disqualify any Team Member, where the Applicant or any Team Member has been disqualified from Province of Nova Scotia procurement processes as the result of any convictions related to inappropriate bidding practices or findings of unethical behaviour or where there are any convictions related to inappropriate bidding practices or findings of unethical behaviour by an Applicant or a Team Member or any of their Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction;
 - (b) to consider, in the evaluation of the Prequalification Submissions, any instances of poor performance of an Applicant, Team Member or Key Individual, or any other unfavourable experiences with any of them, that the Client has experienced on aspects not related to the Project;
 - (c) to change the dates, schedule, deadlines, process and requirements described in the RFSQ Documents;
 - (d) to accept or reject any or all Prequalification Submissions;
 - (e) to disqualify an Applicant if the Applicant fails to comply with Applicable Law;

- (f) to disqualify any Applicant and/or require the Applicant to remove and/or replace any Team Member and/or Key Individual pursuant to Section 7.4 of the RFSQ
 - (i) that does not meet the requirements of this RFSQ, including for a contravention of any prohibition or requirement that is set out in this RFSQ in respect of the conduct of Applicants, Team Members and/or Key Individuals; or
 - (ii) where such Applicant, Team Member and/or Key Individual has any economic or other interest(s) which are, or could reasonably be perceived to be, contrary to the objectives of the Project, whether or not such interest(s) constitute a Conflict of Interest;
- (g) to change the limits, scope and details of the Project;
- (h) to reissue the same RFSQ or a different request for qualifications document in relation to the Project;
- (i) to cancel this RFSQ or the Project;
- (j) to elect not to proceed with the Project for any reason whatsoever; or
- (k) to reject the Prequalification Submission, disqualify any Applicant or otherwise elect not to proceed further in the procurement process with any Applicant, including after notifying such Applicant of the results of the RFSQ Process, if that Applicant has been named as a Prequalified Party,

in each case, without incurring any liability for costs and damages incurred by any Applicant.

(2) Without limitation to any other rights of the Client hereunder, in order to ensure the integrity, openness and transparency of the procurement process, the Client may, in its sole discretion:

- (a) impose at any time on all Applicants and any Team Members additional conditions, requirements or measures, including without limitation, a requirement to provide a certificate of an officer from any Team Member in the form attached as Form C-4 – Certificate of Officer of Appendix C, with respect to bidding practices or ethical behaviour of the Applicants and Team Members; and
- (b) require that any or all Applicants and/or any Team Member at any time during the RFSQ Process and RFP Process provide the Client with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Applicant and all Team Members with such policies, processes and controls.

If a financial institution put forward as a Prime Team Member and acting in a financial advisory capacity is not an Affiliate of any of the Prime Team Members of the Applicant ("Exempt Financial Institution"), then this Section 7.6(2) shall not apply to any such Exempt Financial Institution.

(3) Further to Section 7.6(2), and in the event that any Applicant and/or Team Member:

- (a) fails to comply with any requirement prescribed by the Client pursuant to Section 7.6(2); or
- (b) complies with Client's requirement as prescribed in accordance with Section 7.6(2), but the Client determines that any Applicant and/or Team Member has or may have engaged in inappropriate bidding practices or unethical behaviour,

the Client shall have the right, at any time and in their sole discretion to reject and not consider a Prequalification Submission from an Applicant, or pursuant to Section 7.4(3) require the Applicant to remove and/or replace any Team Member, or to otherwise elect not to proceed further in the procurement process with such Applicant, including after notifying such Applicant of the results of the RFSQ Process and that Applicant has been named as a Prequalified Party.

7.7 Power of Legislative Assembly

- (1) Applicants are advised that no provision of this RFSQ (including a provision stating the intention of the Client) is intended to operate, nor shall any such provision have the effect of operating, in any way, so as to interfere with or otherwise fetter the discretion of the Legislative Assembly of Nova Scotia in the exercise of its legislative powers.

7.8 Restriction on Communication between Applicants

- (1) An Applicant shall not discuss or communicate, directly or indirectly, with any other Applicant, any information whatsoever regarding the preparation of its own Prequalification Submission or the Prequalification Submission of the other Applicant in a fashion that would contravene the Applicable Law. Each Applicant shall prepare and submit its Prequalification Submission independently and without any connection, knowledge, comparison of information, or arrangement, direct or indirect, with any other Applicant.
- (2) For greater clarity, Section 7.8(1) applies to Applicants, their Team Members and their respective Representatives.

7.9 Right to Verify

- (1) The Client may, in its discretion, independently verify with other parties any information in none, one or some of the Prequalification Submissions. The Client has the right to disqualify any Applicant and to reject the Prequalification Submission of any Applicant whose Prequalification Submission contains any false or misleading information. The Client also has the right to disqualify any Applicant and/or to reject the Prequalification Submission of any Applicant which, in the Client's discretion, has failed to disclose any information that would, if disclosed, materially adversely affect the Client's evaluation of the relevant Applicant's Prequalification Submission. The Client is under no obligation to independently verify any information in any Prequalification Submission.

7.10 Debriefing

- (1) Any Applicant which has not been approved to proceed further in the procurement process may request a debriefing from the Client following conclusion of the RFSQ Process. The Client reserves the right to hold individual and/or group debriefing sessions with each Prequalified Party that has been approved to proceed to the RFP Process. Any information provided by the Client in good faith during a debriefing shall not be used against the Client or its Representatives in any way whatsoever, including any legal action.

7.11 Conflict of Interest and Ineligible Persons

- (1) Each Applicant Representative, on behalf of the Applicant, and such Applicant's Team Members and/or Key Individuals, must declare and will continue to be under an obligation to declare all Conflicts of Interest or any situation that may be reasonably perceived as a Conflict of Interest that exists now or in the future. "Conflict of Interest" includes any situation or circumstance where an Applicant, Team Member and/or Key Individual:
 - (a) has other commitments, relationships, financial interests or involvement in ongoing litigation that:

- (i) could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the Client's independent judgment; or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of its obligations under the Project Agreement;
 - (b) has contractual or other obligations to the Client that could or could be seen to have been compromised or impaired as a result of its participation in the RFSQ Process, the RFP Process or the Project; or
 - (c) has knowledge of Confidential Information (other than Confidential Information disclosed by the Client in the normal course of the RFSQ Process) of strategic and/or material relevance to the RFSQ Process or to the Project that is not available to other Applicants and that could or could be seen to give the Applicant an unfair competitive advantage.
- (2) In connection with its Prequalification Submission, each Applicant shall,
- (a) avoid any perceived, potential or actual Conflict of Interest in relation to the Project;
 - (b) prior to or following submission of its Prequalification Submission, upon discovering any perceived, potential or actual Conflicts of Interest, promptly disclose same to the Client in a written statement to the Contact Person;
 - (c) at the request of the Client, provide the Client with the Applicant's proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest and shall submit any additional information to the Client that the Client considers necessary to properly assess the perceived, potential or actual Conflict of Interest; and
 - (d) comply with any requirements prescribed by the Client to mitigate or resolve any perceived, potential or actual Conflict of Interest.
- (3) Without limiting Section 7.11(4), the Client may, in its sole discretion, waive any and all perceived, potential or actual Conflicts of Interest. A waiver may be upon such terms and conditions as the Client, in its sole discretion, requires to satisfy themselves that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Applicant to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the Client, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.
- (4) Without limiting Section 7.11(3) and in addition to all contractual or other rights or rights available at law or in equity or legislation, the Client may, in its discretion, immediately exclude an Applicant from further consideration or remove the Applicant from the RFSQ Process or require the Applicant, pursuant to Section 7.4 of the RFSQ, to remove and/or replace a Team Member and/or Key Individual, if, in each case as determined by the Client in its sole discretion,
- (a) the Applicant fails to disclose an actual or perceived Conflict of Interest;
 - (b) the Applicant, any Team Member and/or any Key Individual fails to comply with any requirements prescribed by the Client to mitigate or resolve a Conflict of Interest; or
 - (c) the Applicant's, Team Member's or Key Individual's Conflict of Interest issue cannot be mitigated or otherwise resolved.

- (5) The final determination of whether a perceived, potential or actual Conflict of Interest exists shall be made by the Client in its sole discretion.
- (6) As a result of their involvement in the Project, the Persons listed in the RFSQ Data Sheet as Ineligible Persons and, subject to the rules set out below, any Person Controlled by, that Controls or that is under common Control with such listed Persons (each, an “Affiliate”) and the subcontractors and consultants of such listed Persons are not eligible to participate as an Applicant’s Team Member (“Ineligible Persons”).
- (7) An Affiliate may be eligible to participate as a Team Member provided that an Applicant has submitted to the Contact Person prior to the date and time set out in the Timetable a request for clarification that includes the following information:
 - (a) the full legal name of the Affiliate that it wishes to include as a Team Member;
 - (b) information regarding the Affiliate’s relationship to the Ineligible Person;
 - (c) a description of the policies and procedures that will be put in place to mitigate any Conflict of Interest or potential Conflict of Interest; and
 - (d) the justification for excluding the Affiliate from the Conflict of Interest provisions of this RFSQ.
- (8) Upon receipt of the request set out in Section 7.11(7) the Client shall, in its discretion, make a determination as to whether it considers there to be a real, perceived or potential Conflict of Interest and whether such a Conflict of Interest can be mitigated. The Applicant shall be notified of the Client’s decision and, where applicable, the Affiliate that has been deemed to have a Conflict of Interest which cannot be mitigated shall be added to the list of Ineligible Persons.
- (9) A subcontractor or consultant to any of the Ineligible Persons may be eligible to participate as a Team Member provided that it has undertaken to implement internal policies and procedures to protect and, if requested by the Client, to return or destroy all Confidential Information which it obtained from or through the Client in the performance of any obligations under the Project Agreement, and to abide by all confidentiality obligations previously imposed on it in relation to such Confidential Information and Project Agreement obligations.
- (10) With respect to Ineligible Persons or their subcontractors or consultants, the Client reserves the right, in its discretion, to exclude any Applicant, Affiliate or any subcontractor or consultant to any Applicant on the grounds of Conflict of Interest. The Client may also, in its discretion, waive the ineligibility of an Affiliate, subcontractor or subconsultant of an Ineligible Person on such terms and conditions as the Client, in its discretion, may require, including that the Applicant or entity put into place adequate safeguards to mitigate the impact of any Conflict of Interest and to ensure that any and all Confidential Information the Applicant may have continues to be kept confidential and not disclosed or used except as expressly allowed by the Client.
- (11) Other firms or persons that may be contracted or retained by the Client to work on the Project may also be deemed Ineligible Persons.
- (12) For the purposes of this Section, Section 7.11, “Team Member” means an individual or entity that is a member of the Applicant’s team, including a Prime Team Member and a Key Individual.

7.12 Use of Confidential Information

- (1) Each Applicant must declare and continue to be under an obligation to declare that it does not have knowledge of or the ability to avail itself of Confidential Information of the Government or the Client relevant to the Project where the Government or the Client has not specifically authorized such use.

(2) Confidential Information,

- (a) shall remain the sole property of the Government or the Client, as applicable, and the Applicant shall treat it as confidential;
 - (b) may not be used by the Applicant for any other purpose other than submitting a Prequalification Submission, RFP submission or the performance of any subsequent agreement relating to the Project with the Government or the Client, as applicable;
 - (c) may not be disclosed by the Applicant to any person who is not involved in the Applicant's preparation of its Prequalification Submission, RFP submission or the performance of any subsequent agreement relating to the Project with the Government or the Client, as applicable, without prior written authorization from the party in respect of whom the Confidential Information relates;
 - (d) if requested by the Government or the Client, will be returned to same no later than ten (10) calendar days after such request; and
 - (e) may not be used in any way that is detrimental to the Government or the Client.
- (3) Each Applicant shall be responsible for any breach of the provisions of this Section 7.12 by any Person to whom it discloses the Confidential Information. Each Applicant acknowledges and agrees that a breach of the provisions of this Section 7.12 would cause the Client, the Government and/or their related entities to suffer loss which could not be adequately compensated by damages, and that the Client, the Government and/or any related entity may, in addition to any other remedy or relief, enforce any of the provisions of this Section 7.12 upon application to a court of competent jurisdiction for injunctive relief without proof of actual damage to the Client, the Government or any related entity.
- (4) The provisions in this Section 7.12 shall survive any cancellation of this RFSQ Process or the RFP Process and / or the conclusion of the RFSQ Process or RFP Process.

7.13 The Client's Discretion and Judgment

- (1) Unless explicitly otherwise stated herein, all references in this RFSQ to the Client's "discretion" means the Client's absolute sole unqualified subjective discretion and all references to the Client's "judgment" means the Client's absolute sole unqualified subjective judgment.

7.14 Freedom of Information, Protection of Privacy & Other Disclosure Requirements

- (1) Applicants are advised that the Client may be required to disclose the RFSQ Documents and all or any part of any Prequalification Submission pursuant to the *Freedom of Information and Protection of Privacy Act* ("FOIPOP").
- (2) Applicants are also advised that FOIPOP may provide protection for confidential and proprietary business information. Applicants are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Prequalification Submissions.
- (3) Subject to the provisions of FOIPOP, the Client will use reasonable commercial efforts to safeguard the confidentiality of any information identified by the Applicant as confidential but shall not be liable in any way whatsoever to any Applicant or Team Member if such information is disclosed based on an order or decision of the Information and Privacy Commissioner or otherwise as required under the applicable law.

7.15 Pre-RFP Meetings

- (1) The Client may, in its sole discretion, convene pre-RFP meetings (each, a “Pre-RFP Meeting”) for Prequalified Parties on the dates and at the times set out in a notice to be provided by a representative of the Client. While attendance at a Pre-RFP Meeting is not mandatory, Prequalified Parties are strongly encouraged to attend. A Prequalified Party’s failure to attend a Pre-RFP Meeting is at the Prequalified Party’s sole risk and responsibility.
- (2) Prequalified Parties may ask questions and seek clarifications at a Pre-RFP Meeting. If the Client gives oral answers at a Pre-RFP Meeting, those answers shall not be considered final unless the Prequalified Party also submits those questions in accordance with instructions that will be released by the Client as part of any Pre-RFP Meeting.
- (3) No statement, consent, waiver, acceptance, approval or anything else said or done in any Pre-RFP Meeting by the Client or any of its respective advisors, employees or representatives shall amend or waive any provision of the RFSQ Documents or the RFP documents, or be binding on the Client or be relied upon in any way by Prequalified Parties or their advisors, except when and only to the extent expressly confirmed in an addendum to the RFSQ Documents issued in accordance with RFSQ Section 3.7 and/or an addendum to the RFP documents issued in accordance with the RFP, as applicable.

7.16 Legal Matters

- (1) This RFSQ is not an offer to enter into any contract of any kind whatsoever. This RFSQ is not intended to create a bidding contract (often referred to as “Contract A”).

7.17 Definitions

Unless otherwise specified or the context otherwise requires, whenever used in this RFSQ:

“**Affiliate**” is defined in Section 7.11(6).

“**Applicable Law**” means any and all requirements under or prescribed by the common law, and any and all applicable federal, provincial or municipal laws, statutes, codes, permits, licenses, ordinances, orders, directives, by-laws, rules or regulations, which may now or at any time be binding upon or enforceable against an Applicant or another Person.

“**Applicant**” is defined in Section 1(2).

“**Applicant Lead**” means the Team Member or Joint Venture on an Applicant’s team which will play the lead project management and coordination role in respect of the Project.

“**Applicants’ Meeting**” is defined in Section 3.5(1).

“**Applicant Representative**” means the individual or entity who completes and executes the declaration in Form C-1 – Master Submission Form of Appendix C – Prequalification Submission Forms to this RFSQ.

“**Client**” is defined in Section 1(1).

“**Confidential Information**” means all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise procured in any way, whether before or after the Prequalification Submission, from the Government or the Client in connection with the Project, but does not include any information which (i) is or becomes generally available to the public other than as a result of a breach of Section 7.12, (ii) becomes available to the Applicant on a non-confidential basis from a source other than the Government or the Client so long as that source is not bound by a confidentiality agreement with respect to the information or otherwise

prohibited from transmitting the information to the Applicant by a contractual, legal or fiduciary obligation, or (iii) the Applicant is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Applicant by the Government or the Client.

“Conflict of Interest” is defined in Section 7.11(1).

“Construction Prime Team Member” means the Prime Team Member(s) involved in the construction of the Project.

“Contact Person” is defined in Section 3.4(1) **“Control”** for the purposes of this RFSQ, a body corporate shall be deemed to be controlled by a Person, if that Person has the right, through the beneficial ownership of more than 50% of the voting securities of the body corporate, to elect a majority of the board of directors of the body corporate and **“Controlled”**, **“Controls”** and **“Controlling”** have corresponding meanings.

“Design Prime Team Member” means the Prime Team Member(s) proposed to be involved in the design of the Project.

“EA” means environmental assessment.

“EA Approvals” means the approvals for the Project sought under both provincial (Nova Scotia) and, if applicable, federal (Canada) environment assessment legislation, and any amendments thereto.

“Evaluation Criteria” means the evaluation criteria set out in Appendix B – Prequalification Submission Requirements.

“Evaluation Criteria Categories” means the evaluation criteria categories set out in Section 6.1(1).

“Exempt Financial Institution” is defined in Section 7.6(2).

“Fairness Monitor” means the person named as the Fairness Monitor in the RFSQ Data Sheet.

“Financial Information Package” is defined in Section 3.11(1)(b).

“FOIPOP” is defined in Section 7.14(1).

“Government” means Her Majesty the Queen in Right of Nova Scotia or any agency, board, commission, department, corporation or other legal entity of (or owned by) the Government.

“Ineligible Persons” is defined in Section 7.11(6).

“Key Individual” means an individual who is proposed to play an important role in the Project on behalf of a Prime Team Member as set out in Appendix B – Prequalification Submission Requirements.

“Facilities Management Prime Team Member” means the Prime Team Member(s) involved in the facilities management for the Project.

“NSTIR” is defined in Section 1(1).

“Person” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted.

“Pre-RFP Meeting” is defined in Section 7.15(1).

“Prequalification Submission” is defined in Section 1(2).

“Prequalified Parties” is defined in Section 2.1(a).

“Prime Team Member” means an entity that: (i) is the proposed Applicant Lead; (ii) is proposed to have a risk capital interest of at least 10% in Project Co.; (iii) is proposed to undertake at least 25% of the construction work based on total estimated construction costs of the Project; (iv) is proposed to play the lead design role for the Project; (v) is proposed to undertake at least 25% of the facilities management work based on total estimated facilities management costs of the Project; (vi) is proposed to provide any of the financial advisory services; or (vii) has been put forward by the Applicant as a proposed Prime Team Member providing a critical or material portion of the Project.

“Project” is defined in Section 1(1).

“Project Agreement” means the agreement to be made with the Successful Proponent in respect of the design, construction, financing, and maintenance by the Successful Proponent of the Project.

“Project Co” means the entity formed, or that will be formed, to enter into the Project Agreement.

“related” when used in relation to a Person, means a Person not dealing at arm’s length with the first mentioned Person, as the term “arm’s length” is defined in the *Income Tax Act* (Canada).

“Representatives” means the directors, officers, ministers, employees, agents, accountants, consultants, financial or legal advisors and all other representatives of the Person being referred to.

“Reserve Prequalified Parties” means the Applicants identified by the Client pursuant to Section 5.2(2).

“RFP” means the Request for Proposals in respect of the Project.

“RFP Process” is defined in Section 2.1(a).

“RFSQ” is defined in Section 1(1).

“RFSQ Data Sheet” means the RFSQ Data Sheet attached as Appendix A – RFSQ Data Sheet to this RFSQ.

“RFSQ Documents” is defined in Section 3.2.

“RFSQ Process” is defined in Section 2.1(a).

“RFSQ Submission Deadline” is defined in Section 3.3(1).

“Signing Party” is defined in Section 1(4).

“Submission Address” is defined in Section 3.3(1).

“Successful Proponent” is defined in Section 1(4).

“Team Member” means an entity that is a member of the Applicant’s team, including a Prime Team Member.

“Technical Information Package” is defined in Section 3.11(1)(a).

“Timetable” is defined in Section 2.2(1).


7.18 Interpretation


- (1) In the RFSQ Documents, words in the singular include the plural and vice-versa and words in one gender include all genders, all references to dollar amounts are to the lawful currency of Canada, and the words “include”, “includes” or “including” means “include without limitation”, “includes without limitation” and “including without limitation”, respectively, and the words following “include”, “includes” or “including” will not be considered to set forth an exhaustive list.
- (2) Any reference in the RFSQ Documents to a submission deadline means the noted time to the second, even where seconds are not explicitly noted. For greater certainty, a submission deadline is as of the zero count in seconds of the noted time.


7.19 Copyright Notice


- (1) The RFSQ Documents have been reproduced and amended with permission by the Queen's Printer for Ontario, 2016 solely for the purposes of this RFSQ by the Province of Nova Scotia and for no other purpose. The RFSQ Documents may not be reproduced further without written permission by the Queen's Printer for Ontario or the Province of Nova Scotia.

APPENDIX A TO THE RFSQ – RFSQ DATA SHEET

RFSQ SECTION REFERENCE AND TITLE	ITEM
RFSQ Section 1(1) Client	<p>Name of Client:</p> <p>Her Majesty the Queen in right of the Province of Nova Scotia as represented by the Minister of the Department of Transportation and Infrastructure Renewal (“NSTIR”).</p> <p>An Executive Committee has been established to oversee the Project, with representation from senior officials in NSTIR, the Nova Scotia Health Authority (“NSHA”), the Department of Health & Wellness (“DHW”), the Department of Finance and Treasury Board (“FTB”), and the Internal Services Department (“ISD”).</p> <p>NSTIR will serve as the Client, however, project team members from NSTIR, NSHA, and other Government representatives, as required, may serve on an integrated project team (the “Integrated Project Team”) for the purposes of decision making and general advancement of the Project. Furthermore, NSTIR reserves the right to delegate authority to Nova Scotia Lands which, at a later date, will house the Integrated Project Team.</p>
RFSQ Section 1(1) Project	<p>Project Name:</p> <p>The Halifax Infirmary Expansion Project (the “Project”)</p> <p>Project Background:</p> <p>The Queen Elizabeth II Health Sciences Centre (“the QEII”) is a leading academic research and teaching hospital located in Halifax, Nova Scotia. It is one of only 17 academic health sciences networks in Canada and provides primary and secondary care services to people in Nova Scotia’s Central Zone catchment area, as well as specialized tertiary care – including heart surgery and cancer treatment – to residents from across Atlantic Canada. It also provides quaternary services such as organ and stem cell transplantation. The QEII is the leading research centre and training facility for healthcare professionals in the region.</p> <p>The QEII is comprised of 10 buildings located on two separate campuses: the Victoria General site (“VG”) to the south, and the Halifax Infirmary (“HI”) site, which is approximately 900 metres to the north. The QEII has over 950 inpatient beds, 700 physicians, 7,000 staff and 1,200 volunteers. An illustration of the campus is shown below.</p>  <p>HALIFAX INFIRMARY (HI) SITE</p> <ul style="list-style-type: none"> 1a. Halifax Infirmary 1b. Charles V. Keating Emergency and Trauma Centre 2. Abbie J. Lane Memorial 3. Camp Hill Veterans Memorial 4. Patient/Family Parking 5. Emergency Entrance 6. General Entrances <p>VICTORIA GENERAL (VG) SITE</p> <ul style="list-style-type: none"> 4. Nova Scotia Rehabilitation Centre 5. Bethune 6. Mackenzie 7. Centre for Clinical Research 8. Dickson 9. Victoria 10. Centennial

RFSQ SECTION REFERENCE AND TITLE	ITEM
	<p>Aging infrastructure of the Victoria and Centennial Buildings, constructed in 1946 and 1967 respectively, on the VG site has greatly diminished the organization's ability to deliver quality care within the context of current space and operational standards.</p> <p>As a result, planning for the decommissioning of the two buildings began. This would require the build-up of additional capacity at other facilities in Nova Scotia, primarily the Dartmouth General Hospital ("DGH") and the Halifax Infirmary as well as a new Community Outpatient Centre in Bayers Lake.</p> <p>In order to address the growing challenges with the aging infrastructure facilities, in 2016, the Province of Nova Scotia (the "Province") launched an initiative ("QEII New Generation Project") to upgrade and renovate the facilities, with a mission to create a healthcare system to meet the needs of Atlantic Canadians for the next 50 years.</p> <p>On October 3, 2018, \$151.4-million in project funding was approved through an Order in Council (OIC #2018-269) to begin the design-build-finance-maintain delivery model for the new construction components of the QEII New Generation Project.</p> <p>Project Overview</p> <p>The QEII New Generation Project is a large-scale, phased, multi-year program that will redesign and build healthcare infrastructure in the Halifax region. The QEII New Generation Master Plan can be found online here. A final version of the Master Plan is expected to be completed in early 2019.</p> <p>The Project is one element of the broader QEII New Generation Project, and includes the following elements:</p> <ol style="list-style-type: none"> 1. A new Ambulatory Care facility at the Halifax Infirmary site; 2. A new Acute Care facility at the Halifax Infirmary site; 3. A new Innovation and Learning Centre at the Halifax Infirmary site; 4. A new Cancer Care Centre at the Halifax Infirmary site; 5. A new Central Plant that will support the new facilities noted above; and 6. Road work and parking.  <p>Above: Concept Rendering – Beacon Concept Source: QEII New Generation Cancer Care Feasibility Report (April 2018)</p>

RFSQ SECTION REFERENCE AND TITLE	ITEM
	 <p>Above: Concept Rendering – Garden Pavilion Concept Source: QEII New Generation Cancer Care Feasibility Report (April 2018)</p> <p>Applicants should also note the following about the Project:</p> <ol style="list-style-type: none"> 1. There will be physical connections between the new facilities noted above and the existing facilities on the HI site; and 2. Decanting and demolition on Victoria General site is not included in the scope of the Project. Demolition of the CBC building adjoining the HI site is also outside the scope of the Project. <p>Note: There is a second RFSQ (RFSQ No. WS193215721) released simultaneously with this RFSQ for the Bayers Lake Community Outpatient Centre Project – the new construction of a Community Outpatient Centre located in Bayers Lake Business Park - which also forms part of the broader QEII New Generation Project. Applicants should note that teams or members of teams are permitted to submit prequalification submissions on RFSQ No. WS193215721 as well as this RFSQ and the same teams or members of teams are permitted to be selected as Prequalified Parties and ultimately as the Successful Proponent on both the Bayers Lake Community Outpatient Centre Project and the Project.</p> <p>As outlined in the current QEII New Generation Master Plan, the Halifax Infirmary Expansion Project is expected to be approximately 1.3 million square feet while the Bayers Lake Community Outpatient Centre Project is anticipated to be approximately 126,000 square feet, however, this may change in subsequent versions of the Master Plan</p> <p><u>Halifax Infirmary Site</u></p> <p>The HI site is 21.5 acres in size and currently includes a large above-ground parking structure (built in 2005) and five (5) buildings:</p> <ul style="list-style-type: none"> • Halifax Infirmary Building (built in 1996); • Camp Hill Power Plant (built in 1948); • Abbie J. Lane Building (built in 1968); • Camp Hill Veterans Memorial Building (built in 1986); and

RFSQ SECTION REFERENCE AND TITLE	ITEM
	<ul style="list-style-type: none"> Charles V. Keating Emergency & Trauma Centre (built in 2009).  <p>The Province has also purchased the CBC building adjoining the site to facilitate the construction of the Halifax Infirmary Expansion Project. The site is bounded by Robie Street, Bell Road, Summer Street and Veterans Memorial Lane.</p> <p>Further details on the site can be found in the QEII New Generation Master Plan available online at: https://novascotiahealthredevelopment.ca/updates/qeii-new-generation-master-plan</p> <p>Project Goals:</p> <p>The Halifax Infirmary Expansion Project will:</p> <ul style="list-style-type: none"> Reduce wait times; Improve access to care; Eliminate the need to transfer patients between two sites; Allow for the relocation of certain services from the Victoria and Centennial Buildings; Provide modern facilities for health professionals to work in and care for their patients; and Improve research and teaching opportunities to help recruit and retain doctors, researchers and other health professionals. <p>Description of the Scope of Work:</p> <p>The Client is seeking to procure a private sector counterparty (“Project Co”) to deliver the Project through a long-term design, build, finance, and maintain (“DBFM”) delivery model. The term of the concession is expected to be 30 years following completion of construction.</p> <p><u>The DBFM Scope is expected to include:</u></p>

RFSQ SECTION REFERENCE AND TITLE	ITEM
	<ul style="list-style-type: none"> • Design of the Project; • Construction of the Project; • Financing of the Project; • Environmental Assessment (“EA”) Conditions of Approval compliance, monitoring and reporting; and • Maintenance, including preventive and corrective maintenance, repair and life cycle replacement/rehabilitation of the Project throughout the concession period. Facilities Maintenance services are specifically expected to include the following: <ul style="list-style-type: none"> ○ Structural maintenance ○ HVAC maintenance ○ Electrical maintenance ○ Plumbing maintenance ○ Mechanical maintenance ○ Emergency power systems maintenance ○ Medical gas systems ○ Designated equipment and systems maintenance ○ Interior and exterior lighting systems ○ Interior finishes and architectural elements including fixtures and fittings ○ Exterior building fabric ○ Building controls and automation ○ Security systems maintenance and servicing ○ Life safety and fire systems ○ Elevators, lifts and conveying systems ○ Communication systems and designated ICAT systems ○ Central plant (including possible co-generation) ○ Helipad maintenance and licence ○ Site utilities and infrastructure ○ Utility management ○ Pest management ○ Help desk ○ Project management and minor works ○ General facility services ○ Interior and exterior signage <p>In addition, the successful Proponent will be required to establish and maintain throughout the concession period:</p> <ul style="list-style-type: none"> • A quality management and assurance system for all Project Co services; • A comprehensive reporting and performance monitoring system;

RFSQ SECTION REFERENCE AND TITLE	ITEM						
	<ul style="list-style-type: none"> • A sustainability/environmental program consistent with all provincial and federal requirements; • An energy management reporting and monitoring system; • A computerized maintenance management system (CMMS); • Management systems for delivery of the Project Co services including: <ul style="list-style-type: none"> ○ Human resources, staffing and training ○ Subcontractor procurement and management ○ Health & safety policies and procedures ○ Contingency and emergency plans ○ Communication protocols ○ Operating planning (annual and five (5) year service plans and lifecycle/rehabilitation plans) <p><u>The DBFM Scope is expected to exclude:</u></p> <ul style="list-style-type: none"> • Property acquisition; • NSTIR policy negotiations with the Department of the Environment and other regulatory agencies; • Facilities management services will likely exclude: <ul style="list-style-type: none"> ○ Physical security ○ Parking and revenue management ○ Retail management ○ Snow removal, roads, grounds and landscaping services ○ Patient and non-patient food services ○ Environmental services / housekeeping ○ Laundry / linen services and equipment ○ Portering services ○ Waste management and recycling ○ Moveable furniture maintenance and repair ○ Bed maintenance and repair 						
RFSQ Section 1(4) Signing Party to Project Agreement	<p>Signing Party to the Project Agreement:</p> <p>Her Majesty the Queen in Right of Nova Scotia, as represented by the Minister of Transportation and Infrastructure Renewal.</p>						
RFSQ Section 2.2 Timetable	<p>Timetable:</p> <table border="1"> <thead> <tr> <th data-bbox="524 1728 1214 1780">Step in the Procurement Process</th><th data-bbox="1214 1728 1544 1780">Date</th></tr> </thead> <tbody> <tr> <td data-bbox="524 1780 1214 1833">Issue RFSQ</td><td data-bbox="1214 1780 1544 1833">December 17, 2018</td></tr> <tr> <td data-bbox="524 1833 1214 1885">Applicants Meeting</td><td data-bbox="1214 1833 1544 1885">January 9, 2019</td></tr> </tbody> </table>	Step in the Procurement Process	Date	Issue RFSQ	December 17, 2018	Applicants Meeting	January 9, 2019
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Issue RFSQ	December 17, 2018						
Applicants Meeting	January 9, 2019						

RFSQ SECTION REFERENCE AND TITLE	ITEM
	Last day to submit a request regarding Affiliates' Conflict of Interest as per Section 7.11(7)
	February 4, 2019
	Last day for Applicants to submit questions
	March 20, 2019
	Last day for issuance of Addenda (except Addenda related to Timetable changes)
	April 5, 2019
	RFSQ Submission Deadline
	May 10, 2019 (3:00:00 p.m. Atlantic Time)
	Targeted notification of Prequalified Parties
	July 26, 2019
RFSQ Section 2.3 Fairness Monitor	Fairness Monitor: OPTIMUS SBR
RFSQ Section 3.3 Submission Address	Submission Address: Department of Internal Services – Procurement Government of Nova Scotia 5161 George St., Suite 600 Halifax, Nova Scotia B3J 1M7
RFSQ Section 3.4 Contact Person	Contact Person and Contact Person coordinates: Najah Ibrahim, Category Manager Department of Internal Services – Procurement QEIlprocurementHI@novascotia.ca
RFSQ Section 3.5 Location of Applicants' Meeting	Applicants' Meeting: 2:00 pm (AST) Wednesday January 9th, 2019 Art Gallery of Nova Scotia Windsor Foundation Lecture Theatre 1723 Hollis Street, Halifax, NS B3J 1V9 A web conference option will also be available, details of which will be provided by the Contact Person to those Applicants that require it.
RFSQ Section 3.6(1) Questions/Clarifications	To submit questions or requests for information, Applicants must complete and submit to the Contact Person the form in Appendix E – Request for Information Form to this RFSQ. The last date for submission of questions and requests for clarification is found in the Timetable.

RFSQ SECTION REFERENCE AND TITLE	ITEM																																																						
RFSQ Section 5.2 Maximum Number of Prequalified Parties	Maximum Number of Prequalified Parties: Three (3)																																																						
RFSQ Section 6.1(2) Evaluation Categories	<p>General: Generally, scores will be informed by a consideration of the Applicant's demonstrated prior experience, demonstrated capability for best practices, demonstrated understanding of the Project's needs and demonstrated ability to meet those needs.</p> <p>Weighting of Evaluation Criteria Categories: The weighting of the Evaluation Criteria Categories shall be as follows</p> <table border="1"> <thead> <tr> <th>Evaluation Criteria Categories</th><th>Points (/100)</th></tr> </thead> <tbody> <tr> <td>1.0 Applicant</td><td>3</td></tr> <tr> <td>2.0 Applicant Lead's Organizational Structure</td><td>22</td></tr> <tr> <td>2.1 Applicant Lead's Organization</td><td>3</td></tr> <tr> <td>2.2 Applicant Lead's Project Development Approach</td><td>4</td></tr> <tr> <td>2.3 Applicant Lead's Experience</td><td>5</td></tr> <tr> <td>2.4 Partnering with the Province</td><td>10</td></tr> <tr> <td>3.0 Design Team</td><td>15</td></tr> <tr> <td>3.1 Design Team Member(s) Organization</td><td>2</td></tr> <tr> <td>3.2 Design Team Member(s) Design Approach</td><td>4</td></tr> <tr> <td>3.3 Design Team Member(s) Experience</td><td>9</td></tr> <tr> <td>4.0 Construction Team</td><td>15</td></tr> <tr> <td>4.1 Construction Team Member(s) Organization</td><td>2</td></tr> <tr> <td>4.2 Construction Team Member(s) Construction Approach</td><td>4</td></tr> <tr> <td>4.3 Construction Team Member(s) Experience</td><td>5</td></tr> <tr> <td>4.4 Construction Capacity – General Contractor</td><td>4</td></tr> <tr> <td>5.0 Construction Team Member(s) Local Knowledge</td><td>10</td></tr> <tr> <td>6.0 Facilities Management Team</td><td>20</td></tr> <tr> <td>6.1 Facility Management Team Member(s) Organization</td><td>2</td></tr> <tr> <td>6.2 Facilities Management Team(s) Approach</td><td>9</td></tr> <tr> <td>6.3 Facilities Management Team Member(s) Experience</td><td>9</td></tr> <tr> <td>7.0 Financial Capability</td><td>15</td></tr> <tr> <td>7.1 Financial Strength</td><td>P / F*</td></tr> <tr> <td>7.2 Financial Reference Letter</td><td>1</td></tr> <tr> <td>7.3 Risk Allocation and Approach to Securing Performance</td><td>2</td></tr> <tr> <td>7.4 Approach to Financing Structure</td><td>2</td></tr> <tr> <td>7.5 Past Experience – Projects and Team Experience</td><td>10</td></tr> </tbody> </table> <p><i>*P / F = Pass / Fail</i></p>	Evaluation Criteria Categories	Points (/100)	1.0 Applicant	3	2.0 Applicant Lead's Organizational Structure	22	2.1 Applicant Lead's Organization	3	2.2 Applicant Lead's Project Development Approach	4	2.3 Applicant Lead's Experience	5	2.4 Partnering with the Province	10	3.0 Design Team	15	3.1 Design Team Member(s) Organization	2	3.2 Design Team Member(s) Design Approach	4	3.3 Design Team Member(s) Experience	9	4.0 Construction Team	15	4.1 Construction Team Member(s) Organization	2	4.2 Construction Team Member(s) Construction Approach	4	4.3 Construction Team Member(s) Experience	5	4.4 Construction Capacity – General Contractor	4	5.0 Construction Team Member(s) Local Knowledge	10	6.0 Facilities Management Team	20	6.1 Facility Management Team Member(s) Organization	2	6.2 Facilities Management Team(s) Approach	9	6.3 Facilities Management Team Member(s) Experience	9	7.0 Financial Capability	15	7.1 Financial Strength	P / F*	7.2 Financial Reference Letter	1	7.3 Risk Allocation and Approach to Securing Performance	2	7.4 Approach to Financing Structure	2	7.5 Past Experience – Projects and Team Experience	10
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RFSQ SECTION REFERENCE AND TITLE	ITEM
RFSQ Section 7.1(3)(i) Communications and Public Comment	Additional Persons not to be contacted by Applicants with respect to this RFSQ: Integrated Project Team
RFSQ Section 7.11(6) Conflict of Interest and Ineligible Persons	Ineligible Persons: Deloitte LLP Kasian Architecture OPTIMUS SBR Pacific Meridian Agnew Peckham LEA Consulting Ltd BMR Structural Engineering EXP Services Inc. CBCL Limited KJA Consultants Inc. Aercooustics Engineering Ltd. Muniak Enterprises Entro Communications Inc. Insight Health Tech Planning BA Group Vollick McKee Petersmann & Associates Ltd Morrison Hershfield Allegion Gensler BLG LLP McInnes Cooper LLP RWDI Hanscomb Limited Arup Canada Inc.
RFSQ Section 7.15 Pre-RFP Meetings	Any Pre-RFP Meeting(s) will be communicated to the Prequalified Parties by advance notice from a representative of the Client. All Pre-RFP meetings will be held in Halifax.

APPENDIX B TO THE RFSQ – PREQUALIFICATION SUBMISSION REQUIREMENTS

INSTRUCTIONS:

Introduction

The Prequalification Submission requirements for:

- the Technical Information Package; and
- the Financial Information Package

are set out in Table 1 in this Appendix B – Prequalification Submission Requirements.

Applicants should prepare their Technical Information Package and their Financial Information Package by providing the information set out in Table 1 in the order listed in Table 1 and using the section references set out in Table 1. Applicants should refer to the RFSQ and the guidelines and instructions set out below for additional submission instructions.

If the answer to the questions posed in Table 1 is “Nil” or “Not Applicable”, indicate this accordingly.

Page limits (single-sided, 12-point font with the exception of information provided in tables, organization charts, and other graphics which may use no smaller than 10-point font) and other limits, if applicable, are indicated in Table 1. Page limits and other limits are maximum limits and do not need to be reached for each item indicated, but should not be exceeded. Applicants are cautioned that, in accordance with Section 3.11(3) of the RFSQ, the evaluation teams will not review or score pages or other materials in excess of the specified limits for each item.

Where project examples or resumes of Key Individuals are required for a Prime Team Member, the number specified for such examples or resumes (or, where a range is specified, the upper limit of this range) is a maximum number. This maximum number is a total number for the relevant Prime Team Member, regardless of whether the Prime Team Member is a joint venture or otherwise comprised of more than one entity or Person. Furthermore, where project examples are required, the examples provided should be discrete projects and should not bundle multiple contracts under one project example.

General Guidelines and Instructions with respect to the Prequalification Submission Requirements

Each Applicant is reminded that the objective of its Prequalification Submission is to assist the Client to choose the most qualified Applicants to be shorted-listed as RFP Proponents. Subject to the requirements of this RFSQ, each Applicant should endeavor to present such experience, approach, and other information required hereunder as will assist the Client to distinguish between the qualifications of the Applicants and achieve the said objective. In this regard, Applicants should endeavor to demonstrate how the experience, approach, or other information provided in respect of the Applicant, its Prime Team Members, and Key Individuals, is relevant to the particular challenges and opportunities of this Project as understood by the Applicant.

In evaluating each Applicant’s approach, the Client may give consideration to submissions that demonstrate how the Applicant’s particular approach is relevant to the particular challenges and opportunities of this Project as understood by the Applicant.

In selecting which projects to submit as examples to demonstrate experience, Applicants should submit projects that demonstrate the Applicant’s capacity to undertake this Project by describing comparable and relevant experience of the Applicant, its Prime Team Members and its Key Individuals taking into account the following highly preferable, but not mandatory, criteria (the “Preferred Experience Criteria”):

Criteria	Description
Scale/size/capital cost	Similar type, size and complexity to the Project (in the range of CAD \$500,000,000 and above in capital costs)
Type of procurement	Preferably delivered using design-build-finance (DBF), design-build-finance-maintain (DBFM) or design-build-finance-operate-maintain (DBFOM).
Scope of Services	<p>Projects with similar programmatic requirements, such as:</p> <ul style="list-style-type: none"> Design and construction of health care facilities such as: <ul style="list-style-type: none"> acute care facilities free standing ambulatory care centres cancer centres academic teaching and learning centres <p>all preferably within an academic health sciences centre teaching and research environment and within the Canadian Health Care operational funding context;</p> <ul style="list-style-type: none"> Delivering planning, design and construction on a congested urban site and ensuring that ongoing operations are supported; Maintenance, repair and life cycle replacement on healthcare facilities; Involvement of multiple project stakeholders (including multiple users, regional and municipal organizations). <p>Applicants shall clearly identify any limits on the scope of the project, or the work or services performed by the Applicant, a Prime Team Member, or a Key Individual, in respect thereof, where such person was not responsible for the entire project or work or services described.</p>
Term of services	30 years (for service provider)
Project Characteristics	<p>Preference will be given to projects:</p> <ul style="list-style-type: none"> That included the delivery of cancer care facilities with radiation therapy, free standing ambulatory care facilities, acute care tertiary and quaternary related facilities including inpatient units, etc. Performed in climatic conditions similar to the Maritime region (long winters, significant snowfall, frequent freeze/thaw cycles) and/or Maritimes specific development or operational challenges, such as logistics, construction windows, resource and materials availability and accessibility. That involved construction activities on a brownfield site with existing, operational, healthcare facilities. Projects in which the relevant Team Member or Key Individual had an equivalent or greater role, or level of involvement, than that proposed for the Project. Projects which demonstrated high levels of design excellence as evidenced by industry awards, testimonials, etc.
Timing	It is preferable that, at the time of the RFSQ Submission Deadline, substantial completion would have been achieved within the last seven (7) years (i.e. projects with a substantial completion date in Spring 2012 and later), however older projects may be submitted.

Project examples provided shall clearly identify how they are relevant to the Project. Information for each proposed project will be provided in accordance with Form B-1 of this Appendix B.

Financing Experience Projects

In selecting which projects to submit as reference projects to demonstrate experience as set out in Section 7.0 of Table 1, Applicants should submit projects that demonstrate the Applicant's ability to structure and raise competitively priced financing for projects meeting the following criteria:

- P3 Projects (e.g. DBFM, DBFOM) with capital cost value of over CAD \$500,000,000.
- Financing terms (debt tenor), where applicable, of 15 years or longer.
- Successfully secured financing and achieved financial close preferably within the last ten (10) years.

The Project Information will be provided in accordance with Form B-2 of this Appendix B.

Prequalification Submission Requirements

The Prequalification Submission Requirements are detailed in Table 1 Appendix B below.

Note that all Risk Allocation, Project Experience, and Responsibility Matrices are excluded from the page limits noted, and such Matrices may be submitted on 11" x 17" pages.

Table 1 of Appendix B

Item	Criteria Score	Page Limits
1.0 Applicant (3 Points)		
1.1 Applicant's Organization and Experience		
<p>Provide the following:</p> <p>1.1.1 Narrative describing the Applicant's overall organizational structure and identifying all Prime Team Members (including how they meet the definition of Prime Team Member).</p> <p>1.1.2 Risk allocation matrix indicating risk allocation among the Applicant Lead and all Prime Team Members indicating;</p> <p style="margin-left: 20px;">a. Key risks specific to the Project;</p> <p style="margin-left: 20px;">b. Allocation of each of these risks among the relevant Prime Team Members; and</p> <p style="margin-left: 20px;">c. Risk management strategies associated with each of these risks.</p> <p>1.1.3 Project experience matrix demonstrating the Applicant Lead's and the Prime Team Members' prior collaboration, and indicating:</p> <p style="margin-left: 20px;">a. Project name, type (BF, DBFM etc.) and construction value;</p> <p style="margin-left: 20px;">b. Primary role of each Prime Team Member in each project; and</p> <p style="margin-left: 20px;">c. Project experiences that meet the Preferred Experience Criteria.</p>	3 Points	3 Pages (excluding organization charts)

Item	Criteria Score	Page Limits
<p>1.1.4 Organization chart of the Applicant illustrating:</p> <ul style="list-style-type: none"> a. Applicant Lead, and b. Team Members, including Prime Team Members, and their respective roles and reporting lines. <p>1.1.5 A signed copy of the legal agreement, agreements and / or relationship documentation (preliminary consortium / joint venture agreement, letters of support, memoranda of understanding, partnership agreements, joint venture contracts, etc.) which confirms the Prime Team Members' role and responsibilities.</p> <p>Note that the signed copies are not included in the 3 page overall limit.</p>		<p>Note: Organization chart may be submitted on a 11" x 17" page</p>
2.0 Applicant Lead's Organizational Structure (22 Points)		
2.1 Applicant Lead's Organization		
<p>Provide the following:</p> <p>2.1.1 Narrative describing:</p> <ul style="list-style-type: none"> a. The Applicant Lead's organizational structure, clearly identifying the Prime Team Member(s) comprising the Applicant Lead; b. Strengths and added value benefits of the proposed organizational structure (provide examples of prior lessons learned); and c. The proposed Key Individuals who are identified as the project executives by the Applicant Lead, for various stages of the Project (i.e. bid, design & construction, facilities management), as applicable. <p>At least one backup per proposed Key Individual shall be identified by the Applicant Lead.</p> <p>2.1.2 Organization chart of the Applicant Lead for the bid stage of the Project, illustrating:</p> <ul style="list-style-type: none"> a. Project specific governance structure and department and/or business unit organization within the Applicant Lead; and b. Reporting relationships of the following: <ul style="list-style-type: none"> i. Applicant Lead's Key Individuals; ii. other Key Individuals identified from the other Prime Team Members, as applicable; and iii. other relevant Team Members. <p>2.1.3 Organization chart of the ownership and control structure planned for Project Co, for each stage of the Project beginning at Commercial and Financial Close (including design & construction and facilities management stages), illustrating:</p> <ul style="list-style-type: none"> a. Project specific governance structure and department and/or business unit organization within the organization structure; and b. Reporting relationships within the organization structure of the following: <ul style="list-style-type: none"> i. Applicant Lead's Key Individuals; 	3 Points	<p>3 Pages (excluding organization charts)</p> <p>Note: Organization charts may be submitted on a 11" x 17" page</p>

Item	Criteria Score	Page Limits
<p>ii. other Key Individuals identified from the other Prime Team Members, as applicable; and</p> <p>iii. other relevant Team Members.</p> <p>The Applicant may provide separate organization charts demonstrating their organizational structure during the various stages of the Project.</p> <p>2.1.4 Responsibility Matrix indicating the roles, responsibilities and decision-making authority of each of the Key Individuals who are identified as the project executives by the Applicant Lead as per Sections 2.1.1, 2.1.2 and 2.1.3 of this Table 1 to Appendix B.</p>		
2.2 Applicant Lead's Project Development Approach		
<p>Provide the following:</p> <p>2.2.1 A narrative description of the Applicant Lead's proposed project management approach in the following areas:</p> <ol style="list-style-type: none"> Integration and coordination of the design, construction, facilities management, and financing activities; and Achievement of a successful and seamless transition from design & construction stage to facilities management stage with specific emphasis on the role the Applicant Lead will play to ensure the coordination of the activities of the various Team Members to achieve substantial completion. <p>In responding to this Section 2.2.1 of Table 1 to Appendix B, the Applicant shall provide examples of prior lessons learned and prior experience that meets the Preferred Experience Criteria, as appropriate.</p>	4 Points	3 Pages
2.3 Applicant Lead's Experience		
<p>Provide the following:</p> <p>2.3.1 Maximum of three (3) project examples demonstrating project experience completed by the Applicant Lead (in the format set out in Form B-1).</p> <ol style="list-style-type: none"> Identify projects in which the Applicant Lead and Prime Team Members were actively involved and for which they had key responsibilities. Project examples provided shall clearly identify how they meet the Preferred Experience Criteria, if applicable. Scoring preference will be given to experience that meets the Preferred Experience Criteria. 	5 Points	5 Pages per Project
<p>Provide the following:</p> <p>2.3.2 Resumes for all Key Individuals who are nominated as the project executives by the Applicant Lead (including the backup candidate(s)) and who are included in the Applicant's response to Section 2.1 of this Table 1 to Appendix B.</p> <p>Applicants shall indicate the following:</p> <ol style="list-style-type: none"> Resumes shall clearly identify the individual's title, company of employment and roles played in chronological order. Resumes shall indicate the type of project (DBF, DBFM, 		3 Pages per Person

Item	Criteria Score	Page Limits
<p>DBFOM, etc.) and the capital cost of the project.</p> <ul style="list-style-type: none"> c. Resumes shall indicate project examples that meet the Preferred Experience Criteria. d. Applicants are encouraged to identify projects where Key Individuals were actively involved together and with other Prime Team Members in the same or similar capacities. e. Scoring preference will be given if it is demonstrated that the Key Individuals participated in one or more of the project examples submitted in response to Section 2.3.1 of this Table 1 to Appendix B. 		
2.4 Partnering with the Province		
<p>Provide the following:</p> <p>2.4.1 A narrative description of:</p> <ul style="list-style-type: none"> a. the Applicant's approach to developing a successful long-term partnership with the Client, the Government and other stakeholders; b. the Applicant's approach to interacting with, and resolving disputes with, the Client; and c. Critical success factors for the Project and skills of the Applicant to ensure project success, including: <ul style="list-style-type: none"> (i) stakeholder relations; (ii) community involvement (i.e. identifying ways to help the community engage with the Project); (iii) communications strategies; (iv) business strategies including, for example, fostering opportunities to help early stage ambitious companies develop their business through the Project; (v) economic development through job creation, knowledge transfer and export opportunities; and (vi) others deemed relevant. <p>2.4.2 A narrative description of the proposed approach, of each of the design team, the construction team, and the facilities management team, to developing a successful partnership with:</p> <ul style="list-style-type: none"> a. The Client; b. Stakeholders (i.e. community involvement and communications strategies); and c. Authorities having jurisdiction. 	5 points	4 Pages
<p>2.4.3 Three (3) project examples that have informed the approach to partnering for this Project. Preference will be given to projects that reached substantial completion a minimum of two (2) years prior to the RFSQ Submission Deadline. These project examples should include:</p> <ul style="list-style-type: none"> a. Details of the approach taken to partnering with the client and the success, or otherwise, of the approach; b. Lessons learned from the project and how those lessons have been applied to the approach for the Project; and 	5 points	2 Pages per project

Item	Criteria Score	Page Limits
<p>c. Reference contact details</p> <p>Please note that the requirement in the preferred Experience Criteria that states “It is preferable that, at the time of the RFSQ Submission Deadline, substantial completion would have been achieved within the last seven (7) years” is not applicable to this Section 2.4.3 of Table 1 to Appendix B.</p>		
3.0 Design Team (15 Points)		
3.1 Design Team Member(s) Organization		
<p>Provide the following:</p> <p>3.1.1 Narrative describing:</p> <ul style="list-style-type: none"> a. The organizational structure of the design team, clearly identifying the Team Member(s), including the Prime Team Member(s) responsible for the design; b. Strengths and added value benefits of the organizational structure (provide examples of prior lessons learned); c. The proposed Key Individuals who will play a lead role in the development of the design during the various stages of the Project (i.e. bid and design & construction stages), as applicable. Applicants shall clearly identify the individuals assigned to specific key roles (i.e. lead design architect, individual(s) managing the entire design team, lead design engineers, etc.); and d. At least one backup candidate per proposed Key Individual shall be identified. <p>3.1.2 Organization chart of the design team for each stage of the Project (including bid stage and design & construction stage) illustrating:</p> <ul style="list-style-type: none"> a. Project specific governance structure and department/business unit organization among the design team; and b. Reporting relationships among the following: <ul style="list-style-type: none"> i. Key Individuals identified from the design team; ii. Other Key Individuals identified from the other Prime Team Members, as applicable; and iii. Other relevant Team Members and/or Prime Team Members for whom Key Individuals are not identified, as applicable. <p>The Applicant may provide separate organization charts demonstrating their organizational structure during the various stages of the Project.</p> <p>3.1.3 Responsibility Matrix indicating the roles, responsibilities and decision-making authority of each of the positions and Key Individuals identified under Sections 3.1.1 and 3.1.2 of this Table 1 to Appendix B.</p>	2 Points	<p>3 Pages (excluding organization chart)</p> <p>Note: Organization chart may be submitted on a 11" x 17" page</p>
3.2 Design Team Member(s) Design Approach		
<p>Provide the following:</p> <p>3.2.1 A narrative description of the proposed approach to develop the</p>	4 Points	15 Pages

Item	Criteria Score	Page Limits
<p>Project design with specific emphasis on the following areas:</p> <ul style="list-style-type: none"> a. Coordination of a multidisciplinary design team; b. Integration of input from the Applicant Lead and other Prime Team Members who are not directly involved in design development; c. Developing a successful partnership with: <ul style="list-style-type: none"> i. The Client and their planning, design and compliance team; ii. Stakeholders (i.e. community involvement and communications strategies); and iii. Authorities having jurisdiction; d. User group facilitation during design development; e. Integration of the requirements associated with physical connectivity to existing facilities into the design of the Project, which support the ongoing operations of the existing facilities; f. Integration of industry and clinical evidence based best practices as well as all other applicable current best practices into the design of the Project; g. Integration of the latest technologies and equipment requirements into the design development, as well as supporting the equipment procurement process with the design development; h. Approach to balancing capital and lifecycle costs and prior experience with and likelihood of minimizing the capital and life cycle costs; i. Approach to sustainable design (including at least LEED Silver) and how it proposes to coordinate the design decisions to enable the achievement of credits during the construction stage and effectively balance cost premiums with operational savings; j. Overall design philosophy for significant public buildings, including philosophy for urban design and public space design and how they would be consistent with requirements of the Project; k. Approach to delivering ICAT services, including working with the Client and its advisors during the design phase to ensure ICAT requirements are met; l. Approach to incorporating Infection Prevention and Control through design; m. Design philosophy for the Project and, in particular, its approach to designing facilities that will demonstrably improve the efficiency and effectiveness of clinical and healthcare services within a healthcare environment, including how the design team intends meet the psycho-social needs of patients, staff and visitors; and n. Importance of creating therapeutic environments based on the principles of Evidence Based Design and other leading salutogenic design principles. <p>Where applicable, the design team should make reference to the</p>		

Item	Criteria Score	Page Limits
specific building types relevant to the Project (cancer facilities, ambulatory care facilities, education and learning facilities, acute care facilities, etc.) and how its responses relate to an academic teaching and research campus, when responding to the above items. In responding to this Section 3.2.1 of Table 1 to Appendix B, the Applicant shall provide examples of prior lessons learned and prior experience that meets the Preferred Experience Criteria, as appropriate.		
3.3 Design Team Member(s) Experience		
<p>Provide the following:</p> <p>3.3.1 (A) Maximum of three (3) project examples demonstrating project experience completed by the Design Prime Team Member(s) for each building type proposed in the Project: a comprehensive cancer centre including systemic therapy and radiation therapy, a large, free standing ambulatory care facility and a large, acute care project includes perioperative, ICU and IPU clinical services for a total maximum of nine (9) project examples (in the format set out in Form B-1).</p> <ul style="list-style-type: none"> a. Identify projects where the design Prime Team Member(s) Key Individual and other Key Individual(s) were involved. b. Highlight projects which included the design of connections to complex existing facilities where operations were required to continue during construction. <p>Project examples provided shall clearly identify how they meet the Preferred Experience Criteria. Scoring preference will be given to experience that meets the Preferred Experience Criteria.</p> <p>3.3.1 (B) Project examples demonstrating project experience completed by the Team Member(s) for each of the design disciplines set out in Section 3.3.2 (maximum of two (2) project examples per design discipline).</p> <p>Project examples provided shall clearly identify how they meet the Preferred Experience Criteria. Scoring preference will be given to experience that meets the Preferred Experience Criteria. Note that one project example can cover more than one design discipline.</p>	4 Points	<p>5 Pages per Project</p> <p>Maximum of 9 Project Examples for Section 3.3.1(A)</p> <p>Maximum of 2 Project Examples per Discipline for Section 3.3.1(B)</p>
<p>3.3.2 (A) Resumes for all the Key Individuals who are nominated from each of the Team Members responsible for design (including the backup candidate(s)), who are included in response to Sections 3.1.1 and 3.1.2 of this Table 1 to Appendix B and who as a minimum will be involved in:</p> <ul style="list-style-type: none"> a. Overall management of the design team; b. Architectural design; c. Interior Design; d. Mechanical Engineering; e. Electrical Engineering; f. Structural Engineering; g. ICAT design including integration; h. Civil Engineering; 		3 Pages per person

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<p>iv. Other relevant Team Members and/or Prime Team Members, for whom Key Individuals are not identified, as applicable.</p> <p>The Applicant may provide separate organization charts demonstrating their organizational structure during the various stages of the Project.</p> <p>4.1.3 Responsibility matrix indicating roles, responsibilities and decision-making authority of each of the positions and Key Individuals identified as per Sections 4.1.1 and 4.1.2 of this Table 1 to Appendix B.</p>		
<p>4.2 Construction Team Member(s) Construction Approach</p>		
<p>Provide the following:</p> <p>4.2.1 A narrative description of the proposed approach in implementing and completing the construction activities with specific emphasis on the following areas:</p> <ul style="list-style-type: none"> a. Coordination of a multidisciplinary construction team; b. Coordination and integration of the construction activities with the design development and the review process timelines; c. Integration and coordination of procurement, receipt, installation and commissioning of furniture, fixtures and medical equipment with the construction activities; d. Integration of the requirements associated with physical connectivity to existing facilities into the construction of the Project, which support the ongoing operations of the existing facilities; e. Methodologies to accommodate existing hospital operations where all hospital services must be maintained throughout the duration of the Project, such as phasing of work, construction activity on a congested site, decanting, planning and mitigation of potential operational impacts such as dust / infection control, etc.; f. Methodologies to implement the Project within congested site conditions; g. Implementing effective quality management, quality control and quality assurance programs for the duration of the Project; h. Monitoring of EA commitments and EA Conditions of Approval during construction (compliance monitoring) and appropriate submission timing i. Ensuring that the design and construction of the buildings will reflect the principles of ensuring a healthy indoor working environment; j. Delivering facilities that embody the principles of a circular economy; k. Commissioning a hospital facility based upon best practices and past experience; l. Integration and coordination with the facilities management team, especially during the commissioning period prior to substantial completion and during the minor deficiencies 	<p>4 Points</p>	<p>8 Pages</p>

Item	Criteria Score	Page Limits
<p>correction time period after substantial completion;</p> <p>m. Developing a successful partnership with:</p> <ul style="list-style-type: none"> i. The Client; ii. Stakeholders (i.e. community involvement and communications strategies); and iii. Authorities having jurisdiction. <p>In responding to Section 4.2.1 of this Table 1 to Appendix B, the Applicant shall provide examples of prior lessons learned and prior experience that meets the Preferred Experience Criteria, as appropriate.</p>		
4.3 Construction Team Member(s) Experience		
<p>Provide the following:</p> <p>4.3.1 Maximum of five (5) project examples demonstrating project experience completed by the construction Prime Team Member(s) (in the format set out in Form B-1)</p> <ul style="list-style-type: none"> a. Identify projects where the construction Prime Team Member(s) Key Individual and other Key Individual(s) were involved. b. Highlight projects which involve physical site constraints. c. Project examples provided shall clearly identify how they meet the Preferred Experience Criteria. d. Scoring preference will be given to experience that meets the Preferred Experience Criteria. 	2 Points	<p>5 Pages per Project</p> <p>Maximum of 5 Project Examples for this Section</p>
<p>4.3.2 Resumes for all the Key Individuals who are nominated from each of the Team Members, as applicable, responsible for construction (including the backup candidate(s)), who are included in response to Sections 4.1.1 and 4.1.2 of this Table 1 to Appendix B and will have the following roles:</p> <ul style="list-style-type: none"> a. Construction Manager; b. Project Manager; c. ICAT Manager; d. Site manager/supervisor; e. Architectural/structural superintendent(s), Mechanical superintendent(s); f. Electrical superintendent(s); g. Commissioning coordinator; and h. Other key individuals, if the Applicant deems necessary. <p>Applicants shall also note the following:</p> <ul style="list-style-type: none"> a. Resumes shall clearly identify the individual's title, company of employment and roles played in a chronological order. b. Resumes shall indicate the type of project (DBFM, DBFOM, DB, etc.) and the capital cost of the project. c. Resumes shall indicate project examples that meet the Preferred Experience Criteria. 	3 Points	3 Pages per Person

Item	Criteria Score	Page Limits
<p>d. Applicants are encouraged to identify projects where Key Individuals were actively involved together and with other Prime Team Members in the same or similar capacities.</p> <p>e. Scoring preference will be given if it is demonstrated that the Key Individuals participated in one or more of the project examples submitted in response to Section 4.3.1 of this Table 1 to Appendix B.</p> <p>f. One individual may be nominated to perform more than one of the roles identified, if applicable.</p>		
4.4 Construction Capacity – General Contractor		
<p>Provide the following:</p> <p>4.4.1 A narrative describing the approach to managing the Project in the context of the portfolios of existing and potential construction projects of the general contractor and Key Individuals identified in Section 4.3.2 of Table 1 of this Appendix B as well as the resourcing strategy that will facilitate the identified Key Individuals being available for the Project.</p>	4 Points	5 Pages
5.0 Construction Team Member(s) Local Knowledge	10 points	12 pages
5.1 Delivery of Construction		
<p>Provide the following:</p> <p>5.1.1 Provide a narrative description of the construction Prime Team Member(s) knowledge with respect to the following activities (provide at least three (3) project specific examples):</p> <ol style="list-style-type: none"> Addressing unique regional risks or site specific risks such as: <ol style="list-style-type: none"> Applicable municipal approvals and permits; Site-specific issues such as: traffic control, utility coordination, environmental contamination; Local authorities such as: gas, electric (including hydro), communications and other utilities (local, provincial); and Other authorities having jurisdiction (federal, provincial) Scoring preference will be given to demonstrated experience with projects that are comparable to the nature and scope of the Project, but regardless of project delivery type (e.g. DB, Design-Build-Finance (“DBF”), DBFM, DBFOM, Build-Finance (“BF”). <p>5.1.2 For each Key Individual for which a resume is submitted pursuant to Section 4.3.2 of Table 1 to this Appendix B, provide a narrative description of such Key Individual's past experience with the activities described in Section 5.1.1 above, including the number of years of experience for each activity described, as evidenced by such Key Individual's resume. Where such Key Individuals' past experience is limited with respect to the activities described in Section 5.1.1 above, provide a narrative description of the planned approach (e.g. retaining expert advisors) to mitigate the risks described in Section 5.1.1.</p> <p>5.1.3 Provide a table setting out the roles and responsibilities relating to the activities set out in Section 5.1.1 of each of the individuals or parties described in Section 5.1.2 above.</p>		

Item	Criteria Score	Page Limits
Please note that the table requested in this Section 5.1.3 is excluded from the overall page limit for Section 5.		
5.2 Resourcing the Project		
<p>5.2.1 Provide a narrative description of the construction Prime Team Member(s) knowledge related to securing resourcing for a project located within the Province of Nova Scotia with a focus on the following constraints with the following activities (provide at least three (3) project specific examples):</p> <ul style="list-style-type: none"> a. Trade agreements and any restrictions b. Union agreements and any restrictions c. Market capacity and local capacity c. Scoring preference will be given to demonstrated experience with projects that are comparable to the nature and scope of the Project, but regardless of project delivery type (e.g. DB, DBF, DBFM, DBFOM, BF). <p>5.2.2 For each Key Individual for which a resume is submitted pursuant to Section 4.3.2 of Table 1 to this Appendix B, provide a narrative description of such Key Individual's past experience within with the activities described in Section 5.2.1 above, including the number of years of experience for each activity described, as evidenced by such Key Individual's resume. Where such Key Individuals' past experience is limited with respect to the activities described in Section 5.2.1 above, provide a narrative description of the planned approach (e.g. retaining expert advisors) to mitigate the constraints described in Section 5.2.1.</p> <p>5.2.3 Provide a table setting out the roles and responsibilities relating to the activities set out in Section 5.2.1 above of each of the individuals or parties described in Section 5.2.2 above.</p> <p>Please note that the table requested in this Section 5.2.3 is excluded from the overall page limit for Section 5.</p>		
5.3 Local Codes, Standards and Authorities		
<p>5.3.1 Provide a narrative description of the construction Prime Team Member(s) knowledge with respect to accommodating the main, relevant standards/manuals applicable to the Project such as provincial standards, standards/manuals applicable to the Nova Scotia Department of Transportation and Infrastructure Renewal, other relevant legislation, regulations, codes and standards (provide at least three (3) project specific examples):</p> <ul style="list-style-type: none"> a. Highlight experience and successful strategies in managing inspectors, local authorities having jurisdiction etc. b. Scoring preference will be given to demonstrated experience with projects that are comparable to the nature and scope of the Project, but regardless of project delivery type (e.g. DB, DBF, DBFM, BF). <p>5.3.2 For each Key Individual for which a resume is submitted pursuant to Section 4.3.2 of Table 1 to this Appendix B, provide a narrative description of such Key Individual's past experience with the activities described in Section 5.3.1 above, including the number of years of experience for each activity described, as evidenced by such Key Individual's resume. Where such Key Individuals' past experience is limited with respect to the activities described</p>		

Item	Criteria Score	Page Limits
<p>in Section 5.3.1 above, provide a narrative description of the planned approach (e.g. retaining expert advisors) to mitigate the constraints described in Section 5.3.1.</p> <p>5.3.3 Provide a table setting out the roles and responsibilities relating to the activities set out in Section 5.3.1 above of each of the individuals or parties described in Section 5.3.2 above.</p> <p>Please note that the table requested in this Section 5.3.3 is excluded from the overall page limit for Section 5.</p>		
5.4 Health and Safety		
<p>5.4.1 Provide a narrative description of the construction Prime Team Member(s) knowledge relating to administering of Health & Safety programs within Nova Scotia and Canada with a focus on the following:</p> <ul style="list-style-type: none"> a. JSA (Job Safety Analysis); b. Site Specific Safety Manuals; c. Identification of Best Practices; d. Audit Processes employed (internal and external); e. Approach to non-compliance; and f. Approach to incident communication and investigation with workplace parties. <p>5.4.2 For each Key Individual for which a resume is submitted pursuant to Section 4.3.2 of Table 1 to this Appendix B, provide a narrative description of such Key Individual's past experience with the activities described in Section 5.4.1 above, including the number of years of experience for each activity described, as evidenced by such Key Individual's resume where such Key Individuals' past experience is limited with respect to the activities described in Section 5.4.1 above, provide a narrative description of the planned approach (e.g. retaining expert advisors) to mitigate the constraints described in Section 5.4.1.</p> <p>5.4.3 Provide a table setting out the roles and responsibilities relating to the activities set out in Section 5.4.1 above of each of the individuals or parties described in Section 5.4.2 above.</p> <p>Please note that the table requested in this Section 5.4.3 is excluded from the overall page limit for Section 5.</p>		
6.0 Facilities Management Team (20 Points)		
6.1 Facilities Management Team Member(s) Organization		
<p>Provide the following:</p> <p>6.1.1 Narrative describing:</p> <ul style="list-style-type: none"> a. The organizational structure of the facilities management team, clearly identifying the Prime Team Member(s) responsible for the facilities management; b. Strengths and added value benefits of the organizational structure (provide examples of prior lessons learned); c. The proposed Prime Team Member(s) Key Individuals who will play a lead role in the integration and delivery of the facilities management services during the various stages of the Project 	2 Points	3 Pages (excluding organization chart)

Item	Criteria Score	Page Limits
<p>(i.e. bid, design & construction and facilities management stages), as applicable.</p> <p>Applicants shall clearly identify the individuals assigned to specific key roles.</p> <p>d. At least one backup candidate per proposed Key Individual shall be identified.</p> <p>6.1.2 Organization chart of the facilities management team for each stage of the Project (including bid, design & construction and facilities management stages) illustrating:</p> <p>a. Project specific governance structure and department/business unit organization among the facilities management team; and</p> <p>b. Reporting relationships among the following:</p> <p>i. Key Individuals identified from the facilities management team;</p> <p>ii. The other Team Members who will undertake facilities management work including Project work teams;</p> <p>iii. Other Key Individuals identified from the other Prime Team Members, as applicable; and</p> <p>iv. Other relevant Team Members and/or Prime Team Members for whom Key Individuals are not identified, as applicable.</p> <p>The Applicant may provide separate organization charts demonstrating their organizational structure during the various stages of the Project.</p> <p>6.1.3 Responsibility Matrix indicating roles, responsibilities and decision-making authority of each of the positions and Key Individuals identified per Sections 6.1.1 and 6.1.2 of this Table 1 to Appendix B.</p>		<p>Note: Organization chart may be submitted on a 11" x 17" page</p>
<p>6.2 Facilities Management Team(s) Approach</p>		
<p>Provide the following:</p> <p>6.2.1 A narrative description of the proposed approach to deliver the facilities management services with specific emphasis on the following areas:</p> <p>a. Coordination of the extended facilities management team to deliver seamless and high quality service;</p> <p>b. Strategies to engage with the Applicant Lead, the design team and the construction team to actively provide facilities management input, for incorporation, at the different stages of the Project;</p> <p>c. Coordination with the relevant user groups during the development of operational procedures / processes as well as operational start-up in readiness for substantial completion;</p> <p>d. Methodologies to integrate with the ongoing existing operations and services;</p> <p>e. Integration and coordination with the construction team, especially during the commissioning period prior to substantial completion, during the minor deficiencies correction time period after substantial completion and during the warranty period;</p> <p>f. Integrating applicable current best practices into the facilities management of the Project;</p>	<p>9 Points</p>	<p>12 Pages</p>

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<p>g. Integration of the latest technologies and operational efficiencies throughout the facilities management term;</p> <p>h. Maintaining the infrastructure and structures to minimize total Facility costs while ensuring the Facility meets Facility requirements, output specifications and the Client's facilities management standards;</p> <p>i. Ensuring the suitable and effective management of the interface between the facilities management services delivered by Project Co and any facilities management services that may be delivered by others, such as housekeeping, security, patient and non-patient food, laundry & linen and parking management;</p> <p>j. Management and coordination of building technology/smart building systems and the interface and/or interoperability with clinical systems and modern hospital technology;</p> <p>k. Maintaining the ICAT systems and infrastructure to minimize total costs while ensuring the ICAT systems continue to meet requirements and output specifications;</p> <p>l. Providing a continuity of quality service management over the length of the contract (e.g. succession planning over a long-term contract);</p> <p>m. Managing the Project in the context of the relevant Prime Team Members' facilities management contracts currently underway or planned;</p> <p>n. Health and safety at the workplace;</p> <p>o. Managing a unionized labour force;</p> <p>p. Policies, practices and procedures for the hiring, training and supervision of staff, including training and supervision on health and safety matters; and</p> <p>q. Developing a successful partnership with:</p> <ul style="list-style-type: none"> i. The Client; ii. Stakeholders (i.e. community involvement and communications strategies); and iii. Authorities having jurisdiction. <p>In responding to Section 3.2.1 of this Table 1 to Appendix B, the Applicant shall provide examples of prior lessons learned and prior experience Preferred Experience Criteria, as appropriate.</p>		
<p>6.3 Facilities Management Team Member(s) Experience</p>		
<p>Provide the following:</p> <p>6.3.1 Maximum of five (5) project examples demonstrating experience gained by the Prime Team Member(s), responsible for facilities management (in the format set out in Form B-1 and covering the Description of the Scope of Work provided in Appendix A as applicable).</p> <ul style="list-style-type: none"> a. Identify projects where the facilities management Prime Team Member(s) Key Individual and other Key Individual(s) were involved. 	<p>4 Points</p>	<p>5 Pages per Project</p> <p>Maximum of 5 Project Examples for this Section</p>

Item	Criteria Score	Page Limits
<p>b. Project examples provided shall clearly identify how they meet the Preferred Experience Criteria.</p> <p>c. Scoring preference will be given to demonstrated experience that meets the Preferred Experience Criteria.</p> <p>For the project examples provided in response to this Section 6.3.1, as well as those referenced in Section 6.3.2, of Table 1 to Appendix B, it is preferable that, at the time of the RFSQ Submission Deadline, facilities management has had continuous performance for a minimum of two (2) years.</p> <p>Please note that the requirement in the Preferred Experience Criteria that states “It is preferable that, at the time of the RFSQ Submission Deadline, substantial completion would have been achieved within the last seven (7) years” is not applicable to Section 6.3.1 or Section 6.3.2 of Table 1 to Appendix B.</p>		
<p>6.3.2 Resumes for all the Key Individuals who are nominated from the Prime Team Member(s) responsible for facilities management (including the backup candidate(s)), who are included in response to Sections 6.1.1 and 6.1.2 of this Table 1 to Appendix B, and who, as a minimum, will be involved in:</p> <ul style="list-style-type: none"> a. Operations Management; b. Facilities Management; and c. Other key individuals, if the Applicant deems necessary. <p>Applicants shall also note the following:</p> <ul style="list-style-type: none"> a. Resumes shall clearly identify the individual's title, company of employment and roles played in chronological order. b. Resumes shall indicate the type of project (DBFM, contracting out, etc.) and the nature of the facilities management services provided for the project shall be clearly noted. c. Resumes shall indicate project examples that meet the Preferred Experience Criteria. Please note the exception to the Preferred Experience Criteria for this Section 6.3.2 of Table 1 to Appendix B noted in Section 6.3.1 of Table 1 to Appendix B. d. Applicants are encouraged to identify projects where the Key Individuals were actively involved together and with other Prime Team Members in same or similar capacities. e. Scoring preference will be given if it is demonstrated that the Key Individuals participated in one or more of the project examples submitted in response to Section 6.3.1 of this Table 1 to Appendix B. 	5 Points	3 Pages per person
7.0 Financial Capability (15 Points)		
7.1 Financial Strength		
In responding to this submission requirement, Applicants should provide supplementary information to support the requested responses (e.g.	Pass / Fail	7 Pages

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<p>including financial statements, letters of support from funding sources, etc.). Such supporting information is not subject to the page limit.</p> <p>Note: The payment structure for the Project is anticipated to include a substantial completion payment of approximately 50% of total construction period capital costs. This information is for informational purposes only and NSTIR reserves the right to alter this amount without reassessing the parties qualified hereunder.</p>		
7.1.1 Provide the following information:		
a. A plan that details how you intend to secure funding for all development costs leading up to financial close, (including financing commitment, process for internal approvals, etc.);		
b. Detailed process and internal approval procedures/timelines for allocation of funding, and anticipated timeline for committing funding for this Project; and		
<p>c. An overview of recent financial performance and financial strength from (i) all equity/risk capital funders; (ii) each entity that will undertake at least 25% of the construction work based on total estimated construction costs of the Project; (iii) each entity that will undertake at least 25% of the facilities management work based on the total estimated facilities management costs of the Project; and (iv) each entity that is intended to provide a guarantee of the performance obligations of a subsection (ii) or (iii) entity, in each case supported by:</p> <ul style="list-style-type: none"> i. annual financial statements for the three (3) most recent fiscal years (audited, if available); ii. the latest interim financial statements (if available, or if not available, equivalent financial information); iii. fund performance report(s) (if applicable); iv. the most recent ratings report (if available); and v. any other financial documents to support the financial analysis). <p>In addition, attach a letter from the Chief Financial Officer or equivalent officer of the company or companies whose financial statements are being provided stating that there have been no material adverse changes since the date that the attached financial statements were last audited.</p>		
<p>NSTIR recognizes the sensitivity of the Applicant's and/or Applicant guarantor's financial statements. Applicants may submit hard copies and electronic copies (on a separate USB format flash drive) of such financial statements in a separate, sealed envelope clearly marked as follows:</p> <p>Confidential – Financial Statements</p> <p>c/o: Najah Ibrahim, Category Manager Department of Internal Services – Procurement</p>		

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<p>Government of Nova Scotia 5161 George St., Suite 600 Halifax, Nova Scotia B3J 1M7</p> <p>The sealed envelope must be delivered concurrently with all other RFSQ submission requirements as set out in this RFSQ.</p> <p><u>Note that financial statements must be submitted directly to the Nova Scotia Department of Internal Services – Procurement Division with the RFSQ submission, failing which, the Applicant's financial statements will not be reviewed and the Applicant's evaluation score will be affected as a result. Financial statements will be stored in a secure location and only reviewed by members of the financial evaluation team and subject matter experts supporting the evaluation team.</u></p>		
7.2 Financial Reference Letter		
<p>7.2.1 In respect of the entities for which financial statements are submitted in accordance with Section 7.1 of this Table 1 to Appendix B, attach a financial reference letter from a bank or financial institution clearly stating:</p> <ol style="list-style-type: none"> The name and address of the entity for which the reference is being provided; The nature of the business the entity has conducted with The bank or financial institution in the past; The length of time the entity has been a client of the bank or financial institution; and That the entity is currently in good standing as a client of the bank or financial institution. 	1 Point	No Page Limit
7.3 Risk Allocation and Approach to Securing Performance		
<p>7.3.1 Based on the requirements of DBFM or similar P3 projects, provide the following information:</p> <ol style="list-style-type: none"> The preliminary approach to allocating key project risks among the Prime Team Members, including the ability of relevant Prime Team Members to secure adequate bonding and/or other forms of support required for the successful implementation of the Project; Approach to ensuring performance during construction meets the requirements of Project lenders as well as Client requirements related to a Performance Bond and a Labour and Material Payment Bond, including the ability to provide the security package for each Prime Team Member as proposed by the Applicant for this Project; and For each Prime Team Member(s) who will act as the general contractor, a letter of confirmation from a duly licensed Canadian bonding company ("Surety") clearly stating: (i) the name and address of the Applicant for which the confirmation letter is being provided; (ii) the Applicant is in good standing with the Surety; and (iii) the Applicant's single bond amount limit and the Applicant's total aggregate bonding facility amount. This letter is not subject to the page limit. 	2 Points	4 Pages

Item	Criteria Score	Page Limits
7.4 Approach to Financing Structure		
<p>7.4.1 Based on DBFM or similar P3 projects and current market conditions, provide the following:</p> <ul style="list-style-type: none"> a. The anticipated debt financiers (for example, banks, life insurance companies, pension funds) and their proposed involvement (approximate in percentage terms); b. A plan that details how you intend to ensure an adequate level of commitment from potential debt providers for a timely and successful financial close; c. An explanation of your contingency plans should there be a gap in the financing or should any of the potential lenders not be in a position to provide its share of the financing; and d. An explanation of your plans and efforts to negotiate/eliminate any provisions or clauses that may put your financing at risk (e.g. “market out” clauses). <p>7.4.2 Provide relevant information to support the responses to the points above (including financial statements, letters of support from funding sources, etc.) where available. Such supporting information is not subject to the page limit noted above. For greater clarity, at this time, Applicants are not required to provide specific dollar amounts for contemplated debt.</p> <p>7.4.3 Identify any financial advisor(s) and define their role in arranging financing and their approach to achieving financial close; and</p> <p>7.4.4 List any innovative financing transaction structures that will be used to achieve added value for money to the Client, including benchmarking and other efforts to ensure reduced financing costs.</p>	2 Points	6 Pages
7.5 Past Experience – Projects and Team Experience		
<p>7.5.1 Each relevant Prime Team Member (including all financial advisors identified pursuant to the provisions of the previous section) should provide a minimum of three (3) and a maximum of five (5) project examples of financing capabilities, approaches and experience relevant to the nature and scope of this Project (format as set out in Form B-2 to this Appendix B).</p> <p>7.5.2 Provide the following information:</p> <ul style="list-style-type: none"> a. The names of the individual(s) proposed to lead the financing for the Project and describe their experience and how they would contribute to the success of this Project; and b. Detailed resumes (indicating overall experience and any specific experience, set out in the Instructions to this Appendix B, relevant to the nature and scope of the Project) for no more than three Key Individuals for each relevant Prime Team Member. If applicable, reference the Key Individual's role in the submitted projects. 	10 Points	<p>3 Pages per Project</p> <p>1 Page per Person for Section 7.5.2a.</p> <p>3 Pages per Person for Section 7.5.2b.</p>

Item	Criteria Score	Page Limits
TOTAL POINTS	100	
8.0 Additional Information		
8.1 Participation in Development of Prequalification Submission: List the names, business affiliation, address and telephone number of all individuals who participated and are listed in the Prequalification Submission in editable Word format.	Not Scored	No Page Limit
8.2 Master Submission Form: The Applicant Representative must complete and execute the declaration in Form C-1 in Appendix C – Prequalification Submission Forms.	Not Scored	No Page Limit
8.3 Consent Declaration: Each Team Member, including, for greater certainty, each Team Member of a Joint Venture, if applicable, must complete and execute the declaration in Form C-2 – Consent Declaration in Appendix C - Prequalification Submission Forms.	Not Scored	No Page Limit
8.4 Conflict of Interest, Confidential Information & Litigation Declaration: The Applicant Representative must complete and execute the declaration in Form C-3 – Conflict of Interest, Confidential Information & Litigation Declaration in Appendix C – Prequalification Submission Forms.	Not Scored	No Page Limit
8.5 Insurance Letter For each Applicant's Construction Prime Team Member and Team Member serving as general contractor, provide a letter from a duly licensed Canadian insurance company or insurance brokerage firm outlining the Construction Prime Team Member and Team Member serving as general contractor's ability to obtain: <ol style="list-style-type: none"> Commercial General Liability insurance in an amount of not less than \$25,000,000 per occurrence with the capacity to name Her Majesty the Queen In the Right of the Province of Nova Scotia; "All-Risk" Course of Construction Property and Boiler and Machinery insurance in an amount equal to the replacement cost of the Construction; "Wrap-Up" Commercial General Liability insurance in an amount of not less than \$100,000,000 per occurrence; Contractors' Equipment insurance on the basis of replacement cost valuation on equipment less than three (3) 	Not Scored	No Page Limit

Item	Criteria Score	Page Limits
<p>years old and actual cash value on equipment more than three (3) years old;</p> <p>e. Automobile Liability insurance in an amount of not less than \$5,000,000 per occurrence;</p> <p>f. Project specific professional liability in the amount of \$25,000,000 per claim; and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.</p> <p>g. Project specific environment impairment liability in the amount of \$25,000,000 per claim. This insurance must include Her Majesty the Queen In the Right of the Province of Nova Scotia as Represented by the Minister of the Department of Transportation and Infrastructure Renewal as an additional insured for its vicarious liability as land owner, project owner, or party to this Agreement. Such insurance shall not be impaired by any time element limitations, biological contaminants (without limitation, mould and bacteria), asbestos, or lead based paint exclusions. Any “insured vs. insured” exclusion shall not prejudice coverage for the Province and shall not affect the Province’s ability to bring suit against the Applicant as a third party.</p> <p>For each Applicant’s Construction Prime Team Member and Team Member serving as general contractor, provide a letter of confirmation of Performance Bond at a value of 50% of the project, from a duly licensed Canadian bonding company clearly stating:</p> <p>a. the name and address of the Construction Prime Team Member and Team Member serving as general contractor for which the confirmation letter is being provided;</p> <p>b. that the Construction Prime Team Member and Team Member serving as general contractor is in good standing with the bonding company; and</p> <p>c. the Construction Prime Team Member and Team Member serving as general contractor’s single bond amount limit and the general contractor’s total aggregate bonding facility amount.</p>		
<p>8.6 Workers’ Compensation Board (WCB) of Nova Scotia or equivalent</p> <p>For each Applicant’s Construction Prime Team Member and Team Member serving as general contractor and maintenance and rehabilitation service provider, provide information on the following items or equivalent from Applicant’s jurisdiction:</p> <p>a. WCB Clearance Letter or equivalent</p>	Not Scored	No Page Limit

Item	Criteria Score	Page Limits
An explanation is required if the above Nova Scotia WCB information or equivalent information from the Applicant's jurisdiction is not able to be provided at this time.		
<p>8.7 Completeness Checklist</p> <p>The Applicant is encouraged to complete and submit the form in Appendix D – Prequalification Submission Checklist to this RFSQ.</p> <p>The checklist is solely provided for the information and convenience of the Applicants and is not scored or otherwise evaluated.</p>	Not Scored	No Page Limit

Form B-1 – Reference Projects Details

(Maximum five (5) pages in length per project)

Applicant _____

Project number _____

Item	Notes to Applicants
Project Name	<i>Official project name and Owner (Contracting Authority) name</i>
Project Location	<i>Country, province/state, city</i>
Prime Team Members	<i>State names of Prime Team Member(s) involved in the project.</i>
Level of involvement in project	<i>Prime, Joint Venture and % participation</i>
Project Description	<i>Type of facility, size, scope and complexity, including, as applicable:</i> <ul style="list-style-type: none"> <i>scope of environmental monitoring and compliance monitoring programs; and</i> <i>scope of facility management services.</i>
Project Delivery Type	<i>Contract structure i.e., design-build-finance-maintain, stipulated sum, construction management, etc.</i>
Key Milestones	<ul style="list-style-type: none"> <i>Financial close date</i> <i>Substantial completion date (if applicable)</i> <i>End of construction date (if applicable)</i> <i>Contract commencement date</i> <i>Contract end date</i> <i>Length of contract</i>
Project Capital Cost	<i>Original and final, including a brief explanation of any variance between the two.</i>
Project Schedule	<i>Original and actual, including a brief explanation of any variance between the two.</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Prime Team's role(s) on project	<i>Specific role, duties and responsibilities of applicable Prime Team members in context of project development, design or construction; facility management; management of subcontractors, and other team members. Specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful. Please be as specific as possible.</i>
Key Individual's project role(s)	<i>Specific role, duties and responsibilities of applicable Key Individuals.</i>
Design and Construction Management (if applicable)	<i>As applicable, describe: design management, facility design and construction management.</i>

Item	Notes to Applicants
Facility Management (if applicable)	<i>As applicable describe facility management over the operations phase, including implementation of life cycle works during the project term</i>
Performance	<p><i>Describe the experience meeting obligations with respect to a primary agreement (e.g. a project agreement), including success in meeting performance specifications and dealing with any cured and uncured contractual default situations, and any lessons learned.</i></p> <ul style="list-style-type: none"> - <i>Was the project achieved on time and on budget as set at Financial Close? If not, please specify why. How did the Applicant team deliver cost certainty?</i> - <i>Was the project accepted by the client with no issues at the projected Substantial Completion date?</i> - <i>Were there any issues related to phasing and/or transition period, if applicable?</i>
Relevance	<p><i>Describe the relevance of this project to the Project.</i></p> <p><i>If applicable, to what extent does this project demonstrate the Prime Team Members and Key Individuals' prior collaboration?</i></p>
Disputes	<i>Are there any current ongoing disputes with the client in relation to this project?</i>
Innovations / Challenges/ Lessons Learned/Unique Aspects	<p><i>Describe unique aspects, key innovations, challenges and solutions implemented, and lessons learned, including:</i></p> <ul style="list-style-type: none"> - <i>experience managing project risks over the life of project;</i> - <i>obtaining and complying with the conditions of necessary approvals from regulatory authorities;</i> - <i>innovative approaches facility management;</i> - <i>managing stakeholder relations, specifically in regard to government relations, community relations, and media relations; and</i> - <i>experience in training, partnering or working with the local workforce.</i>
Design/ Construction Excellence	<i>Provide details of significant honours, awards, publications, peer recognition, or other evidence of design / construction excellence</i>
Illustrations	<i>Graphic illustrations and/or photographs</i>
Reference contact details	<p><i>Current information for key client contacts (individuals), including name, title, role in the project, location, telephone numbers, email addresses, mailing address and preferred language of correspondence.</i></p> <p><i>Ideally references should be the owner's project director for the project.</i></p> <p><i>By providing this information you are authorizing NSTIR or NSTIR's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFSQ.</i></p>
Other information	<i>Any information the Applicant considers relevant to the Evaluation Criteria.</i>

Note: Information provided on this form may be referred to during reference check calls and NSTIR may seek verification from the reference.

Form B-2 – Financing Reference Projects Details

(Maximum three (3) pages in length per project)

Applicant _____

Project number _____

Item	Notes to Applicants
Project Name	<i>Official project name and Owner (Contracting Authority) name</i>
Project Location	<i>Country, province/state, city</i>
Prime Team Members	<i>State names of Prime Team Member(s) involved in the project.</i>
Level of involvement in project	<i>Prime, Joint Venture and % participation</i>
Project Description	<i>Type of facility, size, scope and complexity.</i>
Project Delivery Type	<i>Contract structure i.e. design-build-finance-maintain, etc.</i>
Key milestones	<i>Financial close date, substantial completion date (if applicable), contract commencement date, end of construction date and contract end date. (Transaction should have achieved financial close in the last five (5) years).</i>
Project Costs	<i>Project capital cost in nominal dollars.</i>
Current status of project	<i>Describe the current status of the project relative to key milestone events.</i>
Prime Team's role(s) on project	<i>Specific role, duties and responsibilities of applicable Prime Team members in context of providing, arranging, or securing financing for the project (specify whether the role was limited to pursuit phase only and whether the pursuit was unsuccessful).</i>
Financing Raised	<i>Summary of the amounts, types, and nature (e.g. short term / long term, types of bonds if applicable, etc.) of financing raised (including the risk capital contributed), and disclosure of any incidents of default.</i>
Security Package	<i>Summary of the performance security (e.g., performance bonds, letters of credit, etc.) raised by the relevant consortia members.</i>
Key Individual's role(s) on project	<i>Specific role, duties and responsibilities of applicable Key Individuals.</i>
Relevance	<i>Describe the relevance of this project to the Project.</i>
Innovations / Challenges/ Lessons Learned	<i>Key innovations, challenges (including any challenges with respect to reconciling lenders' requirements with those of the Client or Project Co) and how these were addressed and solutions implemented, and lessons learned.</i>
Reference contact details	<i>Current information for key client contacts (individuals), including name, title, role in the project, location, telephone numbers, email addresses, mailing address and preferred language of correspondence.</i> <i>Ideally references should be the owner's project director for the project.</i>

Item	Notes to Applicants
	<i>By providing this information you are authorizing NSTIR or NSTIR's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFSQ.</i>
Other information	<i>Any information the Applicant considers relevant to the Evaluation Criteria.</i>

Note: Information provided on this form may be referred to during reference check calls and NSTIR may seek verification from the reference.

APPENDIX C TO THE RFSQ – PREQUALIFICATION SUBMISSION FORMS

Form C-1 – Master Submission Form

Name of Applicant:

Name of Applicant
Representative:

Address:

City / Province / Postal
Code:

Applicant Representative
Contact Name(s):

Title:

Telephone:

Fax:

Alternate Telephone:

E-mail:

The above named Applicant Representative hereby declares on its own behalf and on behalf of the Applicant that:

- (a) it has the power and authority to bind the Applicant for the purpose of the Request for Supplier Qualifications (the "RFSQ") in respect of Halifax Infirmary Expansion Project, issued December 17, 2018 by the Client and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFSQ;
- (b) the Applicant agrees to comply with and be bound by the requirements, terms and conditions contained in the RFSQ Documents;
- (c) the Applicant acknowledges its obligations regarding Confidential Information contained in Section 7.12 of the RFSQ and agrees to be, and to use reasonable efforts to cause its Representatives, potential Team Members and Team Members to be, bound by such terms, irrespective of whether the Applicant, potential Team Members or Team Members submit a Prequalification Submission in the RFSQ Process or are invited to submit or submit a proposal in the subsequent Request for Proposals process for the Project;
- (d) the information submitted in the Prequalification Submission or otherwise related to this RFSQ Process is accurate;
- (e) the information required by the RFSQ Documents has been substantially provided in the Prequalification Submission;
- (f) the Applicant recognizes that the information submitted will be treated as confidential and will be used only to establish qualifications to submit a proposal in the subsequent Request for Proposals for the Project;
- (g) the Applicant agrees that the information submitted may be clarified, verified and investigated and that pertinent information may be obtained and hereby consent to such clarification, verification and investigation;

- (h) the Applicant agrees that the Client is not obliged, in any way whatsoever, to carry out further clarifications, verifications or investigations of any Prequalification Submission;
- (i) the Applicant understands that any omission or failure to substantially comply with a requirement included in the RFSQ Documents may result in the Prequalification Submission being disqualified;
- (j) the Applicant understands that the RFSQ is not an offer to enter into any contract of any kind whatsoever and is not intended to create a bidding contract (often referred to as “Contract A”);
- (k) the Applicant understands that the RFSQ and RFSQ Documents do not constitute any offer of work by the Client; and
- (l) this Form C-1 – Master Submission Form has not been modified in any manner, except to include the Applicant’s required information.

In witness whereof, the Applicant Representative has executed this Form C-1 – Master Submission Form as of the date indicated below.

Date: _____

Applicant Representative

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Applicant Representative.

APPENDIX C TO THE RFSQ – PREQUALIFICATION SUBMISSION FORMS

Form C-2- Consent Declaration

Team Member Consent Declaration

I, _____, am an authorized officer or director of _____ ("Team Member") and confirm for and on behalf of the Team Member and without any personal liability that:

- (a) has read and understands the Request for Supplier Qualifications (the "RFSQ") in respect of Halifax Infirmary Expansion Project, issued December 17, 2018 by the Client and acknowledges that all terms not otherwise defined herein shall have the meaning given to them in the RFSQ;
- (b) agrees to be bound by the requirements of the RFSQ;
- (c) consents to its inclusion as a member of the Applicant;
- (d) confirms that the Prequalification Submission accurately reflects the qualifications of the Team Member;
- (e) consents to the Client performing reference checks;
- (f) understands and accepts the obligations imposed on it as a result of the Prequalification Submission; and
- (g) declares that this Form C-2 – Consent Declaration has not been modified in any manner, except to complete the required information.

In witness whereof, the Team Member has executed this Form C-2 – Consent Declaration as of the date indicated below.

Date _____

Team Member

Per:

Name:

Title:

Per: :

Name:

Title:

I/We have authority to bind the Team Member.

APPENDIX C TO THE RFSQ – PREQUALIFICATION SUBMISSION FORMS

Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration

This Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration is delivered pursuant to the Request for Supplier Qualifications (the "RFSQ") in respect of the Halifax Infirmary Expansion Project, issued December 17, 2018 by the Client. All terms not otherwise defined herein have the meaning given to them in the RFSQ. For the purposes of this Conflict Of Interest, Confidential Information & Litigation Declaration, "Team Member" means an individual or entity that is a member of the Applicant's team, including a Prime Team Member and a Key Individual.

The Applicant Representative hereby declares on behalf of the Applicant and such Applicant's Team Members that:

1. There is not nor was there any actual or perceived Conflict of Interest or any other type of unfair advantage in our preparing or submitting the Prequalification Submission. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach, on a separate page, a list and explanation of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or which may appear as a potential Conflict of Interest or unfair advantage in the Applicant submitting the Prequalification Submission.

For the purposes of this Form C-3 - Conflict of Interest, Confidential Information & Litigation Declaration, "Conflict of Interest" has the meaning ascribed thereto in the RFSQ.

2. We have no knowledge of or the ability to avail ourselves of Confidential Information (other than Confidential Information which may have been disclosed by the Client to the Applicants in the normal course of the Request for Supplier Qualifications) that is or was relevant to the Project or the Request for Supplier Qualifications evaluation process. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

For the purposes of this Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration, "Confidential Information" has the meaning ascribed thereto in the RFSQ.

3. Neither the Applicant nor such Applicant's Team Members are the subject of any adverse ruling or conviction determined in the last five (5) years involving fraud, fraudulent misrepresentation or professional misconduct. ☐ True ☐ Not True

If the answer to the above statement is "Not True", attach, on a separate page, a brief explanation.

4. Neither the Applicant nor such Applicant's Team Members are involved in any litigation that is currently ongoing, either directly or indirectly (e.g. through a related party) that:

a) is against or involving the Client; or

☐
True

☐
Not
True

b) may materially adversely affect the Applicant's, the Prime Team Member's, the Team Member's or the Key Individual's ability to participate in the Project or perform its obligations under the Project Agreement.

☐
True

☐
Not
True

If the answer to any of the above statements is "Not True", attach, on a separate page, a brief explanation and include the following information: (1) plaintiff name; (2) defendant name; (3) year litigation initiated; (4) disputed amount (\$CAD); and (5) nature of dispute.

5. This Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration has not been modified in any manner, except to complete the required information.

6. Full disclosure of the requirements set out in the RFSQ has been made.

In witness whereof, the Applicant Representative has executed this Form C-3 - Conflict Of Interest, Confidential Information & Litigation Declaration as of the date indicated below.

Date: _____

Applicant Representative

Per:

Name:

Title:

Per:

Name:

Title:

I/We have authority to bind the Applicant Representative.

APPENDIX C TO THE RFSQ – PREQUALIFICATION SUBMISSION FORMS

Form C-4 – Certificate of Officer

This Form C-4 – Certificate of Officer is delivered pursuant to the Request for Supplier Qualifications (the “RFSQ”) in respect of the Halifax Infirmary Expansion Project, issued December 17, 2018 and issued by the Client, if required by the Client pursuant to Section 7.6(2) of the RFSQ. All terms not otherwise defined herein have the meaning given to them in the RFSQ. This Form C-4 – Certificate of Officer has not been modified in any manner, except to complete the required information.

CERTIFICATE OF OFFICER OF [TEAM MEMBER]

TO: Her Majesty the Queen in right of the Province of Nova Scotia as represented by the Minister of the Department of Transportation and Infrastructure Renewal (“NSTIR”)

RE: [Company] (“**Company**”), as a Team Member of [Applicant] (“**Applicant**”), in respect of the Request for Supplier Qualifications (the “**RFSQ**”) issued by the Client for the Halifax Infirmary Expansion Project (the “**Project**”)

I, [Name], the undersigned, in my capacity as [Title] of [Company] and not in my personal capacity, regarding the matters contained herein, do hereby certify, to the best of my knowledge, that:

1. **Corporate Structure.** [Describe nature, legal structure and jurisdiction of Company]
2. **The Project.** [Company] has conducted itself with integrity and propriety and has not engaged in any inappropriate bidding practices or unethical behaviour in the course of the procurement for the Project and the RFSQ Process.
3. **Inappropriate Bidding Practices or Unethical Behaviour.** [Company] confirms there are no charges or investigations by a public body except for those listed in **Schedule A** hereto or convictions related to inappropriate bidding practices or unethical behaviour by [Company] or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction that:
 - (a) are related to the Project;
 - (b) may compromise the reputation or integrity of the Nova Scotia Government so as to affect public confidence in the Project; or
 - (c) would contravene any Applicable Law or could have a material adverse effect on [Company] in a way which could impair [Company’s] ability to perform its obligations under the Project Agreement.
4. **Employees.** The prohibition contained herein on the bidding practices and unethical behaviour of [Company] extends to [Company] employees under the control of [Company], including former employees during the time that such former employees were under the control of the [Company], who might have or had involvement or the ability to influence the affairs of [Company].
5. **Policies.** [Company] has internal policies establishing ethical standards for its bidding practices which prohibit inappropriate bidding practices and unethical behaviour and [Company] has

internal processes and controls in place which monitor its bidding practices to ensure compliance with such policies. All such policies, processes and controls have been fully adhered to and complied with by **[Company]**.

The prohibition on inappropriate bidding practices and unethical behaviour contained herein and the measures taken by **[Company]** to ensure that such activity does not happen shall be stated in a written policy that shall, upon request be provided to the Client, and include copies of internal policies, processes and controls establishing ethical standards for **[Company's]** bidding practices and evidence of compliance by **[Company]** with all such policies, processes and controls, and shall specify that violation may result in sanctions, up to and including disqualification.

6. **Notice.** **[Company]** shall immediately notify the Client in the event of a breach of its obligations contained herein. If a breach occurs, the Client reserves the right (without limitation to any other right that may have), to disqualify **[Company]** from continued participation in the RFSQ Process and / or RFP Process for the Project.
7. **Further Assurances.** **[Company]** agrees to inform the Client of any future charges or investigations by a public body or convictions that may arise in the course of the procurement for the Project including the RFSQ Process and the RFP Process, and to provide further information and assurances relating thereto, as the Client may reasonably request, including without limitation an explanation as to the nature and extent of such charges or investigations by a public body or convictions.
8. **Reliance.** The Client is relying upon the truth and accuracy of the statements set forth herein in all aspects relevant to the procurement process for the Project. The undersigned acknowledges that if at any time any of the information contained herein changes, the undersigned will advise of same in writing to the Client, at the addresses below:

Department of Internal Services – Procurement
Government of Nova Scotia
5161 George St., Suite 600
Halifax, Nova Scotia B3J 1M7

Attention: Najah Ibrahim, Category Manager
Department of Internal Services – Procurement

IN WITNESS WHEREOF I have signed the certificate on the ____ day of _____, 2019.

[COMPANY]

Name:

Title:

Schedule A to Form C-4 – Certificate Of Officer

Charges or Investigations by Public Body Related to Inappropriate Bidding or Unethical Behaviour

[NTD: List to be provided by [Company] if applicable]

APPENDIX D TO THE RFSQ – PREQUALIFICATION SUBMISSION CHECKLIST

This checklist is provided for information purposes only. It is the exclusive responsibility of each Applicant to submit a complete Prequalification Submission in accordance with these RFSQ Documents.

Section Reference		
Request for Supplier Qualifications		
Section 3.11	The Technical Information Package was submitted in a separate sealed package marked "Technical Information".	Yes / No
Section 3.11	The Financial Information Package (including financial statements) was submitted in a separate sealed package marked "Financial Information".	Yes / No
Appendix B to the RFSQ – Table 1		
Section 1.0	Applicant 1.1 Applicant's Organization and Experience	Yes / No
Section 2.0	Applicant Lead's Organizational Structure 2.1 Applicant Lead's Organization 2.2 Applicant Lead's Project Development Approach 2.3 Applicant Lead's Experience 2.4 Partnering with the Province	Yes / No
Section 3.0	Design Team 3.1 Design Team Member(s) Organization 3.2 Design Team Member(s) Design Approach 3.3 Design Team Member(s) Experience	Yes / No
Section 4.0	Construction Team 4.1 Construction Team Member(s) Organization 4.2 Construction Team Member(s) Construction Approach 4.3 Construction Team Member(s) Experience 4.4 Construction Capacity – General Contractor	Yes / No
Section 5.0	Construction Team Member(s) Local Knowledge 5.1 Delivery of Construction 5.2 Resourcing the Project 5.3 Local Codes, Standards and Authorities 5.4 Health and Safety	Yes / No
Section 6.0	Facilities Management Team	Yes / No

Section Reference		
	6.1 Facilities Management Team Member(s) Organization 6.2 Facilities Management Team(s) Approach 6.3 Facilities Management Team Member(s) Experience	
Section 7.0	Financial Capability 7.1 Financial Strength 7.2 Financial Reference Letter 7.3 Risk Allocation and Approach to Securing Performance 7.4 Approach to Financing Structure 7.5 Past Experience – Projects and Team Experience	Yes / No
Section 8.0	Additional Information: 8.1 Participation in Development of Prequalification Submission 8.2 Master Submission Form (Form C-1) Appendix C 8.3 Consent Declaration – (Form C-2) Appendix C 8.4 Conflict of Interest, Confidential Information and Litigation Declaration – (Form C-3) Appendix C 8.5 Insurance Letter 8.6 Workers' Compensation Board (WCB) of Nova Scotia	Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No

APPENDIX E TO THE RFSQ – REQUEST FOR INFORMATION FORM

RFSQ No. WS193215792

To Be Completed by the Applicant:			
Request #	[Insert Applicant Name and Sequential Number (e.g. 1, 2, 3, etc.)]		
Raised By:	[Insert Contact Name]		
Address:	[Insert Address]		
Telephone:	[Insert Telephone]		
E-mail:	[Insert E-mail]		
Date Raised:	[Insert Date]		
Type of Request: (check applicable box)	<input type="checkbox"/> Information	<input type="checkbox"/> Clarification	
Source of Query:			
Reference Document:	[Indicate section reference and date, if applicable]		
Request / Query (One request / query per sheet)			
To Be Completed By the Client:			
Name of individual who prepared the response to this RFI:			
Date response to RFI was forwarded to above Applicant:			

Note: Use this form to submit your questions regarding the RFSQ to the Contact Person via e-mail.