

Request for Proposals

Nova Scotia Clean Energy Workforce Planning

Issued by:

Clean Nova Scotia Foundation

90 Alderney Drive
Dartmouth, Nova Scotia B2Y 4S8

Issue Date: **May 12, 2025**

Responses to this Request for Proposal must be submitted using the template provided to WorkforceRFP@cleanfoundation.ca

Proposals submitted through any other means will **not** be accepted.

Proposals are due no later than:

June 6, 2025 at 4:00 p.m. ADT

Award Date: **July 2025**

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1. Project Overview

Through this Request for Proposals (**RFP**), the Clean Nova Scotia Foundation (**Clean**) is seeking proposals (**Proposal(s)**) from eligible Respondents to carry out work that will support the Province of Nova Scotia (**Province**) to build the workforce needed to achieve its clean energy goals (**Project**).

Nova Scotia is rapidly advancing toward its 2030 clean energy goals, including the phase-out of coal and scaling up onshore wind, solar, and electrical grid infrastructure. Beyond 2030, the Province will be looking to leverage the emerging offshore wind and green hydrogen sectors to help build a prosperous, secure, and resilient energy system that will provide quality employment for Nova Scotians while positioning the Province to reach net zero emissions by 2050. On behalf of the Province, Clean seeks a qualified organization or partnership of organizations (**Proponent**) to assess and model the Province's clean energy workforce needs and make strategic recommendations to meet those needs.

The Proponent will be expected to use its workforce development expertise and experience – supplemented by information provided by the Province – to create the following three deliverables:

1. Clean Energy Workforce Inventory and Needs Assessment

Compile an inventory of the workforce demand projected (describing skills and occupations that comprise workforce) to achieve Nova Scotia's clean energy goals, including the goals relating to the development of onshore wind energy, offshore wind energy, solar energy, the production, domestic use, and export of green hydrogen and its derivatives, modernizing and enhancing Nova Scotia's electrical transmission and distribution network, the expansion of utility-scale battery energy storage, and the expansion of electric vehicle charging infrastructure (collectively, **Clean Energy Sectors**). This deliverable should:

- i) identifying overlapping transferable skills among positions in Clean Energy Sectors;
- ii) compile existing data describing individual Clean Energy Sector's workforce demands, (there is no requirement for the Proponent to carry out primary research);
- iii) map transferable skills and overlapping occupational requirements across the Clean Energy Sectors to support cross-sector workforce development;
- iv) map how the needs for the Clean Energy Sectors vary across project life cycles, i.e., planning and permitting; construction; operations & maintenance; and decommissioning;
- v) assess the projected needs for the Clean Energy Sectors for 2026 through 2040 (understanding that projections for needs in later years will be more uncertain);
- vi) identify any training, certifications, and/or educational credentials sought for these Clean Energy Sectors, indicating:
 - a. whether they are compulsory or discretionary;

- b. the duration required to attain these certifications and/or educational credentials; and
 - c. whether and where these certifications and/or educational credentials can be obtained in Nova Scotia, or elsewhere in Canada;
- vii) assess the gaps between Nova Scotia's current workforce and the projected needs; and
- viii) identify any deficiencies in existing data that limits or prevents the development of projections for any of the Clean Energy Sectors.

2. Clean Energy Sector Workforce Modelling Tool

Create a tool to model the projected workforce needs for the Clean Energy Sectors year by year from 2026 through 2040. The tool should be capable of being revised by the Province as new data is generated.

3. Clean Energy Sector Workforce Summary Report and Strategic Recommendations

Create a concise summary of Project findings and provide strategic recommendations for:

- i) addressing any gaps or deficiencies in workforce data encountered by the Proponent in carrying out the Project;
- ii) filling near-term labour gaps for the Clean Energy Sectors;
- iii) creating, refining, or expanding training programs in Nova Scotia and the rest of Atlantic Canada to leverage transferable skills across the Clean Energy Sectors; and
- iv) promoting opportunities to foster greater equity, diversity, inclusion, and accessibility (**EDIA**) within the the Clean Energy Sectors to increase the recruitment and retention of underrepresented and equity-deserving groups in the clean energy workforce, including but not limited to, women, people of Indigenous Nations, African Nova-Scotians, people with disabilities, and immigrants.

The full scope of work for this Project is detailed in [Appendix A](#) to this RFP.

Additional Information

Eligible Respondents to this RFP include business corporations, non-profit organizations, industry associations, research associations, or academic institutions that are incorporated or registered under the laws of Canada or one or more of its provinces or territories ([Section 3.1](#)).

The timelines governing the RFP process are laid out in [Section 3.2](#).

The budget available for the delivery of the Project is one hundred and fifteen thousand Canadian dollars (\$115,000 CAD), inclusive of all taxes, fees and disbursements ([Section 3.3](#)). Details on Eligible Expenses and Ineligible Expenses are provided in [Section 3.4](#) and [Section 3.5](#), respectively.

The details of the proposal process are set out in [Section 4](#).

Proposals will be evaluated following the rubric laid out in [Section 5](#) (Evaluation of Proposals). Where Clean is administering this RFP on behalf of the Province, Proposals will be evaluated by both Clean and a Project Management Committee (**PMC**) composed of staff from the Department of Energy, the Department of Labour, Skills and Immigration, and the Nova Scotia Apprenticeship Agency. The PMC will have the final authority over the selection of the Proponent, and over the conduct of all aspects of the Project by that party.

Proposals must include all required information described in [Section 6](#), and address the merit criteria laid out in [Section 7](#).

In submitting their Proposals, Respondents will be deemed to have read, understood, and agreed to abide by the attestations set out in [Section 8](#).

We invite all interested parties to apply by emailing the completed Proposal Template (available at <https://cleanfoundation.ca/rfp-clean-energy/>) and any attachments to WorkforceRFP@cleanfoundation.ca by **June 6, 2025 at 4:00 p.m. ADT**. We will communicate notice of the results of the evaluation process in **July 2025** to all those who applied.

2. About Clean Foundation

Clean is a Nova Scotia-based independent environmental charity that began in 1988. Our passion is providing the knowledge, tools and inspiration needed to encourage the actions that lead to positive environmental change. Clean helps the communities in which we work make real progress toward a cleaner future by taking on climate change challenges. We bring specialized teams together to work on complex problems, delivering projects and programming for communities. We're here to make the biggest impact for a cleaner world.

3. Eligibility, RFP Timelines, and Budget

3.1. Eligibility

The organizations that are eligible to respond to this RFP must be incorporated or registered under the laws of Canada or one or more of its provinces or territories. Eligible Respondents include business corporations, non-profit organizations, industry associations, research associations, and academic institutions. Proof of this status must be provided as part of the Proposal.

We welcome Proposals from more than one organization working together in partnership; however, there must be one single organization that serves as the Lead Respondent. This organization will be the sole signatory on the Service Agreement that governs the conduct of work on the Project, and will be solely liable for ensuring that any work carried out by its partner(s) complies with the terms and conditions of the Service Agreement.

Partner organizations must also meet the eligibility criteria set out in this Section.

3.2. RFP and Project Schedule

The RFP and Project Schedule is set out below in **Table 1**.

Table 1. RFP and Project Schedule

Activity	Date
RFP Opening Date	May 12, 2025
Deadline for Questions	May 23, 2025 4:00 p.m. ADT
Deadline for Responses to Questions	May 30, 2025
Submission Deadline	Jun. 6, 2025 4:00 p.m. ADT
Notification to successful Respondent	Jun. 27, 2025
Signature of Service Agreement	Jul. 11, 2025
Project Kick-off meeting	by Jul. 18, 2025
Mid-point check-in meeting with Clean and the PMC	by Oct. 31, 2025
Draft deliverable submitted to Clean and the PMC	by Dec. 31, 2025
Feedback received and incorporated into final deliverables submitted to Clean and the PMC	by Jan. 31, 2026

Respondents can send in questions they have regarding the RFP to WorkforceRFP@cleanfoundation.ca. All inquiries must be sent to this address. Clean does not have an obligation to respond to questions received through any other means.

The above schedule may be changed by Clean at any time. Any changes will be communicated to Respondents via the email distribution list and on its website at <https://cleanfoundation.ca/rfp-clean-energy/>.

3.3. Project Budget

The budget available for the delivery of the Project is one hundred and fifteen thousand Canadian dollars (\$115,000 CAD), inclusive of all taxes, fees and disbursements. Respondents must provide a budget for the delivery of all Project services in the format provided in the Proposal Template distributed along with this RFP, and available at <https://cleanfoundation.ca/rfp-clean-energy/>.

3.4. Eligible Expenses

The Respondent's budget must include only Eligible Expenses as defined below:

- Salary and benefits for employees of the Respondent or one of its named partners, who are directly involved in executing the Project;
- Fees for professional services provided through third-party sub-contracts that are necessary for the execution of the Project;
- Costs for any software licenses or subscriptions for services that are necessary for the execution of the Project (and which are not already part of the Respondent's ordinary overhead costs);
- Reasonable travel as required to carry out the Project;
- Project administration costs up to a maximum total equal to 15% of the Total Project Cost; and
- GST, PST and HST, net of any tax rebate to which the Respondent is entitled.

3.4.1. Salaries and Benefits

Salaries include wages for all personnel who are directly working on the Project. All eligible personnel must be employees on the payroll of either the Respondent or one of its named partner organizations. Employee compensation in the form of shares, stock, stock options, or other similar means are not eligible salary expenses.

Benefits are defined as a reasonable prorated share of expenses associated with the direct labour cost, such as the employer's portion of the Canada Pension Plan and employment insurance, employee benefits such as health plan and insurance, workers' compensation, sick leave, and vacation, plus any other employer paid payroll-related expenses.

3.4.2. Professional Services

Professional services are defined as costs for the purchase of additional support required for the completion of the Project. Any sub-contractors should be named and their fees included in the Project Budget. The Eligible Expense from a sub-contractor shall be the actual amount invoiced, and a copy of the invoices from the sub-contractor must be included along with invoices for services rendered on the Project.

3.4.3. Subscription and License Fees

Expenses that allow access to software or databases that would aid in the execution of the Project are Eligible Expenses only where they would be new costs incurred by the Respondent or its partner(s) for the express purpose of executing work on the Project. Where such expenses are charged on an annualized basis, the Eligible Expense is the prorated portion of the cost that was incurred over the duration of the Project. Copies of any invoice(s) for subscription or license fees must be included along with invoices for services rendered on the Project.

3.4.4. Travel

Expenses for travel can include fees for parking, tolls, overnight accommodations, vehicle rental costs, carshare subscription fees, mileage charges and per diems. Anticipated travel expenses must be included in the Project Budget, with justification for why they are necessary to carry out the Project.

3.4.5. GST, PST and HST

Any taxes claimed must always be net of any tax rebate to which the Respondent or its partners are entitled.

3.5. Ineligible Expenses

Ineligible Expenses include, but are not limited to:

- In-kind costs;
- Land costs;
- Legal costs;
- Insurance costs;
- Capital expenses;
- Ongoing operating costs that are not directly related to the delivery of the Project; and
- Costs incurred prior to the signing of the Service Agreement, including those incurred in the course of preparing the response to this RFP and negotiating the Service Agreement.

4. The Proposal Process

4.1. Mode of Submission and Key Guidelines

Respondents must submit a full Proposal package using the Proposal Template provided (available at <https://cleanfoundation.ca/rfp-clean-energy/>), and send the completed Proposal, along with any supporting documents, to WorkforceRFP@cleanfoundation.ca. Clean will not accept paper Proposals submitted by mail, facsimile or hand delivery, or electronic Proposals submitted by any other means.

Clean will retain a copy of all Proposals and attachments, and will share the full contents of all Proposals and attachments with the PMC.

The entirety of the Proposal should be submitted in a fixed form. The content of websites or other external documents referred to in the Proposal but not attached will not be considered to form part of the Proposal and will not be reviewed.

Clean reserves the right not to consider late or incomplete Proposals.

All Proposals are to be in English.

All prices proposed must be in Canadian currency. If not stated otherwise, Clean will assume prices quoted are in Canadian funds.

Clean is not responsible for the security of the Proposal during transmission.

4.2. Respondents Bear Their Own Costs

Respondents and their partner(s) will be responsible for all costs incurred in the preparation of their Proposals including, if applicable, costs incurred for responding to requests for clarification or verification from Clean in accordance with [Section 4.7](#).

4.3. Third Party Evaluation Support

Clean reserves the right to engage, as necessary, subject matter experts as advisors to assist with the evaluation of Proposals and to provide technical guidance. The assignment of any one or more of these advisors will be at Clean's sole and absolute discretion and Clean may use any such advisors in any way it, in its sole and absolute discretion, considers necessary.

4.4. RFP Contact

Any questions or inquiries regarding the RFP must be sent by email to WorkforceRFP@cleanfoundation.ca (**RFP Contact**). No such communications are to be directed to any other person or initiated by any other mode of communication.

4.5. Errors and Omissions and Requests for Clarification

Respondents should promptly examine all the documents comprising this RFP. Please report any errors, omissions, or ambiguities and direct questions or seek additional information by email to WorkforceRFP@cleanfoundation.ca by the Deadline for Questions outlined in **Table 1**.

Clean is not obligated to respond to questions or comments received after the Deadline for Questions has passed.

Clean is under no obligation to provide additional information and will not be responsible for any information provided by or obtained from any source other than the RFP Contact. Respondents are responsible for seeking clarification from the RFP Contact on any matter they consider to be unclear. Clean will not be responsible for any misunderstanding on the part of the Respondent concerning this RFP or its process.

4.6. Amendment of RFP

This RFP may be amended only by addendum in accordance with this section.

Prior to the RFP closing date, Clean may amend or clarify the RFP in the case of any discrepancies or omissions. Any amendments or clarifications to the RFP prior to the closing date will be completed by a formal written addendum to the RFP. Addenda will be available at <https://cleanfoundation.ca/rfp-clean-energy/> and sent to the RFP email distribution list at any point during the open status of the RFP.

Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Respondents are responsible for reviewing all addenda issued by Clean.

In the event that Clean revises the RFP after the closing date, Respondents will have the opportunity to refine, submit or resubmit their Proposals by the date set out by Clean in the RFP revision.

4.7. Requests for Verification and Clarification

During the evaluation process, Clean may request further information from the Respondent or third parties to verify or clarify the information provided in its Proposal, including but not limited to clarification with respect to whether a Proposal meets the evaluation criteria set out in [Section 6](#) (Mandatory Requirements) and [Section 7](#) (Merit Criteria). Clean may re-visit and re-evaluate the Respondent's Proposal or ranking based on any such information.

4.8. Amendment of Proposal by Respondent

Respondents may amend their Proposals any time prior to the submission deadline by emailing WorkforceRFP@cleanfoundation.ca with the subject heading **“Proposal Withdrawal with Intent to Amend”** and then re-submitting the amended Proposal.

The amended Proposal will formally replace the original Proposal, which will not be reviewed by Clean.

4.9. Withdrawal of Proposal by Respondent

Respondents may withdraw their Proposals any time prior to the execution of the Service Agreement by emailing WorkforceRFP@cleanfoundation.ca with the subject heading **“Proposal Withdrawal”**. Please clearly state the intention to withdraw the RFP, and include the reference date and email address from which it was submitted.

4.10. Notification and Execution of the Service Agreement

Following the evaluation process, successful Respondents will be notified through a Letter of Conditional Approval and be invited to begin negotiating the Service Agreement.

The terms and conditions found in the Form of Agreement in **Appendix B** are to form the basis for this process. Clean will not accept any changes to the Service Agreement unless there exists a valid legal impediment for the successful Respondent to agree to the terms and conditions of the agreement as drafted. We strongly encourage all Respondents to review the Service Agreement template with their legal counsel prior to submitting their Proposal.

The successful Respondent should be prepared to sign the Service Agreement by **July 11, 2025**.

The Form of Agreement template is included in this RFP for reference purposes only. Until both parties sign the Service Agreement, there is no commitment or obligation on the part of Clean to accept the services of the successful Respondent or make any payment in this respect until both parties have executed the Service Agreement.

Unsuccessful Respondents will be notified in writing.

4.11. Conflict of Interest

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

- a) in relation to the RFP process, the Respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - i. having, or having access to, confidential information belonging to Clean and/or the Province in the preparation of its Proposal that is not available to other Respondents;
 - ii. communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision-makers involved in the RFP process); or
 - iii. engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- b) in relation to the performance of its contractual obligations under the Service Agreement, the Respondent’s other commitments, relationships or financial interests:
 - i. could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or
 - ii. could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Respondents should disclose the names and all pertinent details of individuals (employees, advisers, or individuals acting in any other capacity) who fit the criteria described in a) or b) above.

Respondents should also disclose the names and all pertinent details of individuals who participated in the preparation of the Proposal; AND were employees of Clean and/or the Province at any time during the eighteen (18) months prior to the date the Proposal was submitted. Disclosure of this information will not be deemed to be a Conflict of Interest in itself, but Clean may indicate the need for further discussion with a Respondent to determine whether there may be a Conflict of Interest.

If no details are provided in its Proposal, the Respondent will be deemed to declare that: (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Clean may disqualify a Respondent, rescind an invitation to sign the Service Agreement, or terminate the Service Agreement for any conduct, situation, or circumstance, determined by Clean, in its sole and absolute discretion, to constitute conduct prohibited by this RFP.

4.12. Prohibited Conduct

A Respondent shall not:

- at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement executed pursuant to this RFP without consent of Clean, and then only in coordination with Clean;
- make public announcements or news releases regarding this RFP or any subsequent award of contract without the prior written approval of Clean;
- in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Respondent;
- engage in any illegal business practices, including but not limited to activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion; and
- engage in any unethical conduct, including but not limited to lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of Clean and/or the Province; submitting Proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

4.13. Confidential and Private Information

Respondents should identify any information in a Proposal or any accompanying documentation that includes **Confidential Information**, which means all information or material that has or could have commercial value or other utility in the business in which a party is engaged, or in which third parties connected with that party are engaged, regardless of its format and means of communication. Confidential Information does not include any information that is publicly available, or which becomes so. Clean will use its best efforts to maintain the confidentiality of such information except with respect to the PMC, which will receive copies of all Proposals and accompanying attachments, and as otherwise required by law or by order of a court or tribunal. Proposals may also, as necessary, be disclosed on a confidential basis to advisers retained by Clean to advise or assist with the RFP process, including the evaluation of Proposals.

The documentation that will be provided to the Proponent by Clean and the Province to carry out the Project may contain Confidential Information and/or personal information that is protected under applicable privacy legislation (this information will be so designated by Clean or the Province upon its provision to the Proponent).

The Proponent must agree to protect all such information in accordance with applicable laws. Without limiting the generality of the foregoing, the Proponent shall ensure that:

- no personal information or Confidential Information is transmitted, accessed, or stored outside of Canada;
- no third-party services (including but not limited to cloud storage, collaboration tools, or subcontractors) will be used in connection with the Project unless the Proponent can demonstrate that all Confidential Information and/or personal information will be retained within Canada; and
- it will implement appropriate administrative, technical, and physical safeguards to prevent unauthorized access, use, disclosure, or loss of information.

Any breach of these requirements constitutes a material breach of the agreement and may result in immediate termination of the Service Agreement.

The Proponent will be responsible for ensuring that all employees, agents, partners or subcontractors engaged in the delivery of the Project comply fully with these obligations.

4.13.1. Use of Artificial Intelligence Services

The Proponent may use third party software services, including artificial intelligence platforms, to carry out the Project, subject to the following conditions:

- the sharing or uploading of Confidential Information belonging to Clean or the Province to any such service is prohibited; and

- the Proponent must not make use of any such service where it would create a potential or actual challenge to the Province's intellectual property rights in respect of the Project deliverables.

4.14. Procurement Process Non-Binding

This procurement process is not intended to create or be deemed to create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation, this RFP shall not give rise to any Contract A-based tendering law duties or any other legal obligations arising out of any process contract or collateral contract.

This RFP process is intended to identify prospective Proponents for the purposes of negotiating a Service Agreement to deliver the Project. No legal relationship or obligation regarding the procurement of any good or service shall be created between a Respondent and Clean, or between a Respondent and the Province, by this RFP process until the successful negotiation and execution of a written Service Agreement between the Respondent and Clean.

While the pricing information provided in Proposals will be non-binding prior to the execution of the Service Agreement, such information will be assessed during the evaluation of Proposals and the ranking of the Respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Clean to enter into the Service Agreement with a Respondent.

Clean may cancel the RFP process without liability at any time prior to the execution of a written Service Agreement between Clean and a Respondent.

4.15. Governing Law

This RFP process shall be governed by and construed in accordance with the laws of the Province of Nova Scotia.

4.16. Terms and Conditions of the RFP

All terms and conditions of this RFP are deemed to be accepted by the Respondent and incorporated by reference in its Proposal, except for those expressly challenged by the Respondent in its Proposal.

4.17. Terms and Conditions of the Proposals

All Proposals and accompanying documentation received under this RFP process will be the sole property of Clean and will not be returned.

Proposals submitted shall be final and may not be altered by subsequent offerings, discussions, or commitments unless: a) the Respondent amends ([Section 4.8](#)) or withdraws ([Section 4.9](#)) its Proposal; or b) the Respondent is requested to do so by Clean.

5. Evaluation of Proposals

5.1. Evaluation Criteria

Each Proposal will be reviewed for completeness and assessed against the mandatory requirements set out in [Section 6](#). Proposals that do not meet all mandatory requirements will not be given further consideration.

Proposals that meet the mandatory requirements will then be rated and ranked by Clean and the PMC against the merit criteria set out in [Section 7](#). The decision to award the Project will be based on this ranking. The PMC will have final authority in the determination of the successful Respondent.

Clean may request that a conditionally approved Respondent provide confirmation or clarification to support its Proposal as part of a due diligence assessment. The findings from the due diligence process will be considered in determining Clean's ability to enter into the Service Agreement for the Project.

5.2. Reservations

Clean reserves the right to:

- reject any or all Proposals received in response to this RFP;
- seek clarification from Respondents who respond to this RFP;
- verify the validity of the information supplied in any Proposal;
- waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in Proposals received, after discussion with the Respondent;
- negotiate with the Respondent(s) responding to this RFP, consistent with the objectives stated;
- cancel this RFP at any time for any or no reason. If cancelled, neither Clean nor the Province are responsible for any costs incurred by the Respondent(s); and
- accept the Proposal that appears to be in the best interests of the Project objectives.

Clean may reject a Proposal based on inappropriate conduct, including but not limited to the following: (a) illegal or unethical conduct; (b) the refusal of the Respondent to honour its submitted pricing or other commitments; or (c) any conduct, situation or circumstance determined by Clean, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

6. Mandatory Requirements

Table 2. Mandatory Proposal requirements.

The Applicant must:		Evaluation
1	Be an Eligible Respondent as per Section 3.1 of this RFP. <ul style="list-style-type: none"> Respondents and any partner organizations must provide proof of current legal status with their Proposal. 	Y/N
2	Throughout the entire term of the Service Agreement, the successful Respondent shall obtain, maintain, and pay for commercial general liability coverage in the amount not less than two million Canadian dollars (\$2,000,000) per occurrence. <ul style="list-style-type: none"> The successful Respondent agrees to provide proof of insurance to Clean in the form of a certificate of insurance signed by its insurance broker within fifteen (15) days of the signing of the Service Agreement. 	Y/N
3	Provide a Project Schedule with milestones that shows the completion of all Project deliverables by January 31, 2026. <ul style="list-style-type: none"> The format for the Project Schedule is provided in Section 4 of the Proposal Template. 	Y/N
4	Provide a Project Budget that reflects only Eligible Expenses and a Total Project Cost of a maximum of one hundred and fifteen thousand Canadian dollars (\$115,000 CAD). <ul style="list-style-type: none"> The format for the Project Budget is provided in Section 5 of the Proposal Template. 	Y/N
5	Provide resumes for all Project Team members.	Y/N

6	<p>Provide two reference letters for projects of a related nature to the Project that is the subject of this RFP.</p> <ul style="list-style-type: none"> • The references should be on letterhead from the issuing organization, and be included as attachments at the time the Proposal is submitted. • Where the Respondent is applying on behalf of a partnership, at least one of the reference letters should pertain to the Lead Respondent. <p>Recommended content for the letters:</p> <ol style="list-style-type: none"> Referee's Relationship to Respondent <ul style="list-style-type: none"> • How the reference knows the Respondent (e.g., client, collaborator) • The nature and duration of the relationship Project Description <ul style="list-style-type: none"> • Brief overview of the project(s) the Respondent worked on Role and Responsibilities <ul style="list-style-type: none"> • What the Respondent was specifically responsible for, and any leadership, strategic, or technical roles they played Performance & Outcomes <ul style="list-style-type: none"> • E.g., quality of work delivered; whether the work was completed on time and within budget; any measurable results or positive impacts Professional Attributes <ul style="list-style-type: none"> • E.g., communication and collaboration skills; problem-solving ability; responsiveness and professionalism Closing Endorsement <ul style="list-style-type: none"> • Clear statement of recommendation • Willingness to be contacted for further information (optional but helpful) 	Y/N
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7. Merit Criteria

Only Proposals that meet the mandatory requirements set out in **Table 2** above will be evaluated against merit criteria described in **Table 3** below. Respondents are encouraged to provide a detailed and clear description for each criterion.

Table 3. Merit evaluation criteria.

Criterion		Points
1	<p>Understanding of the Project</p> <ul style="list-style-type: none"> Describe your understanding of the transformation occurring in Nova Scotia’s energy landscape, including references to major legislative and policy developments that are driving this transformation (max 500 words). Describe your understanding of Nova Scotia’s workforce gaps in relation to the labour needs to sustain the energy transformation (max 500 words). 	10
2	<p>Project Schedule, Approach, and Methodology</p> <ul style="list-style-type: none"> The Project Schedule lays out a logical, well-structured sequence of steps that directly addresses all key elements outlined in this RFP, including deliverables and timelines. Describe your approach to completing the Project. Why was it chosen? How does it reflect the Project scope and objectives? How does it draw upon established best practices, frameworks, or methods with demonstrated success in similar contexts? (max 500 words). Describe your plan for building the Clean Energy Sector Workforce Modelling Tool, including assumptions, methodology, software, and end product (max 500 words). Describe how your approach will address strategic recommendations for promoting opportunities to foster greater EDIA within the Clean Energy Sectors to increase the recruitment and retention of underrepresented and equity-deserving groups in the clean energy workforce (max 250 words). 	30
3	<p>Organizational/Project Team Qualifications</p> <ul style="list-style-type: none"> Describe your organization’s mission and objectives, and those of any partner organizations (max 150 words each). Describe how your organization’s particular assets and capabilities position you to deliver the Project. Where applicable, include references to relevant project experience in workforce modelling, analytical tools and approaches used in similar projects, access to relevant workforce data and information, and 	25

	<p>any other assets that would add value to the execution of the Project. Include the same information for any partner organizations (max 500 words each).</p> <ul style="list-style-type: none"> • Provide the names, job titles, and Project roles for each member of the Project team. Highlight relevant experience, skills and qualifications for each team member, and any relevant projects in which they played a material role. Please note that Project team members cannot be changed once the Service Agreement has been signed without written consent from Clean (max 250 words per team member). 	
4	<p>Demonstrated Capacity for Delivery</p> <ul style="list-style-type: none"> • Describe your organization’s capacity to deliver the Project, taking into consideration your resources and timelines. Where applicable, include reference to partner organizations’ capacity (max 250 words). • If applying as the Lead Respondent for a partnership, describe how you will ensure the effective management of the partnership to meet the Project deliverables and timelines (additional 150 words). 	15
5	<p>Value</p> <ul style="list-style-type: none"> • The Project Budget is clear, convincing, and well-described. • Describe the rationale behind your Project Budget, explaining how your organization offers good value for the proposed cost (max 250 words). 	10
6	<p>Innovation and Value-Added Elements</p> <ul style="list-style-type: none"> • Describe any thoughtful enhancements or novel elements that could improve Project outcomes without compromising feasibility (max 250 words). • Describe your organization’s commitment to EDIA. This may be reflected through internal policies, staff composition, partnerships with equity-deserving communities, or approaches to inclusive and accessible project delivery (max 250 words). • Describe your organization’s commitment to environmental sustainability (max 250 words). 	10
TOTAL		100

8. Respondent's Attestations

The Respondent must confirm the following statements as part of its Proposal. Where applying on behalf of one or more partners, the Lead Respondent is attesting to these statements for all partner organizations:

- That any proprietary or Confidential Information provided as part of the Proposal by any party is provided with the approval of that party.
- That until both parties sign the Service Agreement, there is no commitment or obligation on the part of Clean to accept the services of the successful Respondent or make any payment in this respect.
- That any expenses incurred or paid by the Respondent or its partners prior to the execution of the Service Agreement by both parties are the sole responsibility of the Respondent and its partners, respectively, and no liability exists on the part of Clean or the Province.
- That neither Clean, nor any of its employees, officers, agents, directors or partners, nor the Province or any of its employees, officers, agents, directors, or officials will entertain any request by Respondent or its partners to review or revisit the evaluation process and its outcomes.
- That Clean reserves the right to alter or cancel the currently envisaged process at its sole discretion.
- That no Member of the Nova Scotia Legislature shall be admitted to any share or part of the Service Agreement, or any resulting benefit.
- That it is acting on behalf of all partners and collaborators and has received written permission from them to do so.
- That it and any partners have full capacity to execute the Project in the manner set out in its Proposal.

Appendix A – Scope of Work

Background:

The Nova Scotia Clean Power Plan (2023) articulates the path forward for Nova Scotia to reach 80% clean electricity and to eliminate the use of coal in our electricity system by 2030. This transition will require building new wind and solar energy projects, augmenting smart grid management tools (like batteries and renewables integration, electrification and load management), and investing in resilience and reliability (including transmission). Further, Nova Scotia is implementing its Climate Plan, including the economic and climate goals embodied in the Green Hydrogen Action Plan, and realizing the potential of its offshore wind resource as described in the Nova Scotia Offshore Wind Roadmap.

Supporting the clean energy transformation is recognized as a ‘whole-of-government’ priority, and one that depends upon the participation and informed contribution of the Mi’kmaq, post-secondary institutions, communities, industry, and multiple levels of government, including municipal and federal.

Objective:

Clean requests the services of a qualified Proponent to:

1. Complete a Clean Energy Workforce Inventory and Needs Assessment
2. Create a Clean Energy Sector Workforce Modelling Tool
3. Produce a Clean Energy Sector Workforce Summary Report with Strategic Recommendations

Sector Scoping:

The **Clean Energy Sectors** included in scope are:

- Onshore wind energy
- Offshore wind energy
- Solar energy
- The production, domestic use, and export of green hydrogen and its derivatives
- Modernizing and enhancing Nova Scotia’s electrical transmission and distribution network
- Utility-scale battery energy storage
- Electric vehicle charging infrastructure

The following are outside of the mandatory scope for this work:

- Petroleum and natural gas exploration and development
- Mining and critical minerals, including sourcing of battery minerals
- Sustainable construction, electrification, and energy-efficient building practices (this is addressed within the Building to Net Zero Exchange Workforce Readiness Roadmap)
- Nuclear energy
- Geothermal energy

1. Clean Energy Workforce Inventory and Needs Assessment

This deliverable should include:

- a compilation of the projected workforce demands as an inventory in a standardized format, clearly identifying any confidential content; and
- an inventory of information gathered describing the existing Nova Scotia workforce, with source information cited.

For the Clean Energy Sectors, this deliverable should:

- i) compile existing data describing individual Clean Energy Sector's workforce demands, (there is no requirement for the Proponent to carry out primary research);
- ii) map transferable skills and overlapping occupational requirements across the Clean Energy Sectors to support cross-sector workforce development;
- iii) map how the needs for the Clean Energy Sectors vary across project life cycles, i.e., planning and permitting; construction; operations & maintenance; and decommissioning;
- iv) assess the projected needs for the Clean Energy Sectors for 2026 through 2040 (understanding that projections for needs in later years will be more uncertain);
- v) identify any training, certifications and/or educational credentials sought for these Clean Energy Sectors indicating:
 - a. whether they are compulsory or discretionary;
 - b. the duration required to attain these certifications and/or educational credentials; and
 - c. whether and where these certifications and/or educational credentials can be obtained in Nova Scotia, or elsewhere in Canada;
- vi) assess the gaps between Nova Scotia's current workforce and the projected needs; and

- vii) identify any deficiencies in existing data that limits or prevents the development of projections for any of the Clean Energy Sectors.

2. Clean Energy Sector Workforce Modelling Tool

Create a tool to model the projected workforce needs for the Clean Energy Sectors year by year from 2026 through 2040. The tool should be capable of being revised by the Province as new data are generated.

This tool should model workforce projections for the Clean Energy Sectors to inform workforce preparedness and workforce development initiatives. The model, where possible, should use industry standard classifications (occupation codes and similar) and identify transferability among the fields within the clean energy sectors. The model should allow for setting low to high projections for the fields in each sector and shall allow for future updates.

The model shall consider:

- Quantitative workforce annually associated with the energy systems transition, identifying individual Clean Energy Sectors and include the ability to select multiple or all Clean Energy Sectors for a cumulative view
- Workforce associated with development and pre-construction activity
- Workforce associated with construction activity
- Workforce associated with operations and maintenance (O&M)
- Workforce associated with other tasking within lifecycle such as decommissioning and re-powering
- Flexibility to reflect workforce demand types (occupations) most likely to be satisfied by Nova Scotian or Atlantic Canadian labour
- Depicting existing workforce capacity and the effects of growth and replacement by occupation type
- Where reasonable, the model should be consistent with approaches that have been used for workforce modelling in Nova Scotia in adjacent sectors that attract the same occupation codes. This may include Industrial, Commercial and Institutional (ICI) and residential construction trades and initiatives in progress such as work under the 'Building to Net Zero Exchange' organization

3. Clean Energy Sector Workforce Summary Report and Strategic Recommendations

Create a concise summary of Project findings and provide strategic recommendations for:

- i) identifying overlapping transferable skills among positions in Clean Energy Sectors;

- ii) addressing any gaps, pressures or deficiencies in workforce data encountered by the Proponent in carrying out the Project;
- iii) filling near-term labour gaps for the Clean Energy Sectors;
- iv) creating, refining, or expanding training programs in Nova Scotia and the rest of Atlantic Canada to leverage transferable skills across the Clean Energy Sectors; and
- v) promoting opportunities to foster greater EDIA within the the Clean Energy Sectors to increase the recruitment and retention of underrepresented and equity-deserving groups in the clean energy workforce, including but not limited to women, people of Indigenous Nations, African Nova-Scotians, people with disabilities, and immigrants.

Throughout the project, consider and prioritize the opportunity to foster greater EDIA within the clean energy workforce. Ensuring that underrepresented and equity-deserving groups including women, people of Indigenous Nations, African Nova-Scotians, people with disabilities, and immigrants have equitable access to emerging roles is critical for creating a truly inclusive workforce. By embedding EDIA into every aspect of workforce development, this project will aim to identify systemic barriers, enhance participation from diverse groups, and ensure equitable opportunities in the sector.

Deliverable Source References:

It is not expected that the Proponent will need to conduct primary research to deliver this Project. The below list includes a set of publicly available information sources of clean energy workforce sector studies and reports for Nova Scotia, Atlantic Canada, and Canada. At the Project Kick-Off meeting, Clean will share other potential sources for information such as industry, local academia, Indigenous communities, and non-government organizations. Where requested and where contacts are available, facilitated introductions with identified groups will be provided. The Proponent is expected to independently hold calls or meetings with relevant groups.

[Nova Scotia Residential Solar Market Outlook and Labour Force Study. \(2019\).](#)

[Net Zero Atlantic - Socioeconomic Impacts of Hydrogen Production in Nova Scotia Final Report. \(2023\).](#)

Regional Assessment for Offshore Wind Development in Nova Scotia, [Socio-economic Chapter \(offshore wind workforce\), 2025](#)

[Initial Socio-Economic Impact Analysis of Offshore Wind Development in Nova Scotia – Final Report. \(2025\)](#)

[Building Nova Scotia’s Green Workforce: Addressing Labour Gaps for a Net-Zero Future. \(Ecology Action Centre, 2025\).](#)

EHRC Power Move 2024: [Positioning the Electricity Sector as an Employer of Choice](#)

[Atlantic Wind Energy Supply Chain Assessment & Pathways for Supply Chain Development, 2025](#)

Battery Cluster in Nova Scotia, Highlighting the Strengths and Position, by Dunskey 2021.
(Paper copy to be provided at Project Kick-Off Meeting)

[Nova Scotia Construction & Maintenance Looking Forward Highlights 2025–2034](#)

And:

[Nova Scotia's 2030 Clean Power Plan](#)

[Green Hydrogen Action Plan, 2023](#)

[Offshore Wind Roadmap: Module 1](#)

[Offshore Wind Roadmap: Module 2](#)

Appendix B – Form of Agreement

SERVICE AGREEMENT

BETWEEN:

CLEAN NOVA SCOTIA FOUNDATION (hereinafter, “Clean Foundation”)

and

[RESPONDENT] (hereinafter, “the Proponent”)

(collectively, the “Parties”)

WHEREAS Clean Foundation has entered a contribution agreement dated March 28, 2025 (the “Contribution Agreement”) with the Province (the “Province”) as represented by the Minister of Energy (the “Minister”) to administer a competitive request for proposals (“RFP”) process with the aim of securing a qualified Proponent to develop a Workforce Strategy (the “Project”).

AND WHEREAS, further to the terms of this Contribution Agreement, Clean Foundation issued the RFP to solicit proposals from qualified respondents on May 12, 2025.

AND WHEREAS the Proponent submitted a Proposal (the “Proposal”) in response to the RFP and was determined to be the top respondent.

AND WHEREAS, further to the terms of the Contribution Agreement between Clean Foundation and the Minister, the Proponent must enter into a separate Service Agreement with Clean Foundation as a prerequisite to commencing work on the Project.

AND WHEREAS Clean Foundation and the Proponent now desire to enter into the Service Agreement.

NOW THEREFORE witnesses that in consideration of the premises and the mutual covenants and obligations herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. Interpretation

1.1. The following terms shall be interpreted as follows in this Agreement:

- a. **“Artificial Intelligence”** means a technological system that, autonomously or partly autonomously, processes data related to human activities through the use of a genetic algorithm, a neural network, machine learning, or another technique in order to generate content or to make decisions, recommendations or predictions;
- b. **“Confidential Information”** means all information or material that has or could have commercial value or other utility in the business in which the Parties are engaged, or in which third parties connected with the Project are engaged, regardless of its format and means of communication. Confidential Information does not include any information that is publicly available, or which becomes so. For clarity, any information shared by the Minister that it designates as Confidential Information will be treated as such by the Parties in accordance with the terms and conditions of this Agreement;
- c. **“Conflict of Interest”** includes, but is not limited to, any situation or circumstance where, in relation to the performance of its contractual obligations under this Agreement, the Proponent’s other commitments, relationships or financial interests could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement; or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations;
- d. **“Eligible Expenses”** means any expenditures incurred by the Proponent as set out in Schedule B (Project Budget) in accordance with the terms and conditions of this Agreement;
- e. **“Ineligible Expenses”** means any and all expenditures that are not Eligible Expenses, including without limitation those expenditures described in Schedule B (Project Budget), and shall include in-kind costs, land costs, legal costs, insurance costs, ongoing operating costs, and costs incurred outside the term of the Agreement, including those for preparing the Proposal and the signing of this Agreement;
- f. **“Intellectual Property”** includes all inventions, original works of authorship, developments, concepts, improvements, designs, drawings, discoveries, algorithms, formulas, computer code, ideas, trademarks, or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, which the Proponent conceives or develops, or causes to be conceived or developed as part of the Project;

- g. **"Minister"** means the Minister of Energy of the Province of Nova Scotia and includes any duly authorized officers or representatives;
 - h. **"Personal information"** means any information about an identifiable individual, including but not limited to names, contact details, identification numbers, financial data, and any other information protected under applicable privacy legislation, including the Nova Scotia Freedom of Information and Protection of Privacy Act (FOIPOP) and the federal Personal Information Protection and Electronic Documents Act (PIPEDA);
 - i. **"Province"** means the Province of Nova Scotia;
 - j. **"Project"** means the Project described in Schedule A (Project Description); and
 - k. **"Project Budget"** means the total of all Eligible Expenses as described in Schedule B.
- 1.2. The following schedules are attached to and made part of this Agreement:
- a. Schedule A (Project Description); and
 - b. Schedule B (Project Budget).
- 1.3. In case of conflict between any provision in the main body of this Agreement and a provision in an attached schedule, the provision in the main body of this Agreement shall take precedence.
- 1.4. Grammatical variations of the above defined terms have similar meanings.

2. Covenants

- 2.1. The Proponent warrants, covenants and agrees with Clean Foundation that:
- a. all factual matters contained in its Proposal and all supporting materials are true and accurate in all material respects, and that all estimates, forecasts, and other related matters involving judgement were prepared in good faith and to the best of its ability, skill, and judgement;
 - b. it has all requisite capacity and authority to execute, deliver and perform its obligations under this Agreement;
 - c. this Agreement has been duly and validly executed by the Proponent and constitutes a legal, valid and binding obligation of the Proponent enforceable

against it in accordance with its terms;

- d. it shall diligently perform the services and the components thereof in a proper and professional manner;
- e. it has the skills, expertise and resources to carry out the services and to comply, observe and perform the obligations to which it is subject in accordance with the terms of this Agreement;
- f. it has not, nor has any person offered or promised to any official or employee of Clean Foundation or of the Province, for or with a view to obtaining this Agreement, any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee, or any other consideration dependent upon the execution of this Agreement; and
- g. it shall comply with all applicable laws, ordinances, rules, regulations, codes and orders of any and all authorities having jurisdiction which are or become in force during the term in respect of the services.

3. Term

- 3.1. This Agreement comes into force when signed by the Parties.
- 3.2. Except as otherwise provided in the articles below, this Agreement will expire on the latest of:
 - a. March 31, 2026; or
 - b. the date on which all amounts owed to the Proponent by Clean Foundation under this Agreement have been paid in full.
- 3.3. The following clauses shall survive the expiration of this Agreement for an additional three (3) years:
 - a. Article 7 (Protection of Confidential and Personal Information);
 - b. Article 8 (Intellectual Property);
 - c. Article 9 (Indemnity);
 - d. Article 11 (Default);
 - e. Article 12 (Accounts and Audits);

- f. Article 11 (Default); and
- g. Article 17 (Dispute Resolution).

4. Conduct of Project

- 4.1. The Proponent shall carry out the Project promptly, diligently and in a professional manner and in accordance with the terms and conditions of this Agreement.
- 4.2. The Proponent shall complete the Project by January 31, 2026, unless the relationship is terminated earlier pursuant to the provisions of this Agreement.
- 4.3. The Proponent shall immediately advise Clean Foundation of any changes that may impact its ability to complete the Project as described in Schedule A (Project Description) and Schedule B (Project Budget).
- 4.4. The Proponent shall be solely responsible for the administration of this Agreement, including paying all fees, charges and expenses for any partners and sub-contractors. Clean Foundation will not provide any payments to organizations other than the Proponent.

5. Payment for Services

- 5.1. Clean Foundation shall pay to the Proponent the sum of **[the Project Budget specified by the Proponent in its Proposal]**. The amount of the payment will be limited to actual Eligible Expenses incurred by the Proponent in providing the services, and shall in no cases exceed a total of one hundred and fifteen thousand Canadian dollars (\$115,000 CAD).
- 5.2. In the event that any funds paid by Clean Foundation are not used towards Eligible Expenses, or any payments are made to the Proponent in error, or unexpended balances are held by the Proponent at the end or termination of this Agreement, the Proponent acknowledges that these amounts constitute debts to Clean Foundation and are to be repaid immediately.
- 5.3. In order to be eligible to receive payment as described herein, the Proponent must submit invoices in accordance with the schedule specified in Schedule B (Project Budget). Each invoice must detail:
 - a. a brief description of the work carried out;

- b. the total Eligible Expenses claimed under each expense line in the Project Budget.
- 5.4. Clean Foundation will not issue payment to the Proponent until the invoice has been approved for payment by the Minister.
- 5.5. Where the Proponent's invoice includes Eligible Expenses for any fees paid to sub-contractors or for licenses or subscriptions, it shall include copies of these invoices along with its invoice to Clean Foundation.

6. Point of Contact

- 6.1. The Proponent agrees that it will appoint a single individual who will lead the Project (the "Project Lead") for its duration and serve as the main point of contact for the Project. The Proponent agrees to notify Clean Foundation in writing of any changes in its Project Lead.

7. Protection of Confidential and Personal Information

- 7.1. The Parties each undertake not to use any Confidential Information disclosed by the other Party, or by any third parties, for any reason, without first obtaining the written agreement of the disclosing Party.
- 7.2. A receiving Party shall not, without prior written approval of the disclosing Party:
 - a. use the Confidential Information for the receiving Party's own benefit;
 - b. publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of the disclosing Party, any Confidential Information
- 7.3. The receiving Party shall carefully restrict access to Confidential Information and Personal Information to only those who have a need to know it and who have been specifically authorized to access such information.
- 7.4. The receiving Party may use third party software services, including Artificial Intelligence platforms, to carry out the Project, subject to the following conditions:
 - a. the sharing or uploading of Confidential Information and Personal Information belonging to Clean or the Province to any such service is prohibited; and

- b. the receiving Party must not make use of any such service where it would create a potential or actual challenge to the Province's Intellectual Property rights in respect of the Project deliverables.
- 7.5. The receiving Party agrees to protect all Confidential Information and Personal Information in accordance with applicable laws. Without limiting the generality of the foregoing, the receiving Party shall ensure that:
 - a. no Personal Information or Confidential Information is transmitted, accessed, or stored outside of Canada;
 - b. no third-party services (including but not limited to cloud storage, collaboration tools, or subcontractors) will be used in connection with the Project unless the receiving Party can demonstrate that all Confidential Information and Personal Information will be retained within Canada;
 - c. it will implement appropriate administrative, technical, and physical safeguards to prevent unauthorized access, use, disclosure, or loss of information; and
 - d. any breach of these requirements constitutes a material breach of the agreement and may result in immediate termination of the Service Agreement.
- 7.6. Neither this Agreement nor the supply of any information grants the receiving Party any license, interest or right in respect of any Intellectual Property rights of the disclosing Party.
- 7.7. The receiving Party will notify the disclosing Party promptly in writing of any loss or inability to account for the Confidential Information or Personal Information.
- 7.8. The receiving Party grants Clean Foundation express permission to share any of its Confidential Information with the Province as necessary in the best interests of the Project, in the sole and absolute discretion of Clean Foundation.

8. Intellectual Property

- 8.1. The Parties agree that any and all Intellectual Property the Proponent develops in the course of this Project shall be finally and irrevocably assigned to the Province.
- 8.2. Neither Party will make use of the other Party's name, logo(s), or Intellectual Property, or that of the Province, in a manner that is disparaging to or that could otherwise harm the goodwill associated with a Party's brand.

9. Limitation of Liability and Indemnity

- 9.1. Neither Clean Foundation, nor the Province, nor any of their respective employees, officers, agents, officials, successors and assigns will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of this Agreement, and the Proponent will indemnify and save harmless Clean Foundation and the Province, and their respective employees, officers, agents, officials, successors and assigns from and against any and all damages, costs, losses, expenses (including legal fees), claims, demands, actions, suits or other proceedings of any kind or nature in respect of such claims.
- 9.2. The provisions set forth in this Section 9 shall apply and be effective with respect to any claim, cause of action, or legal theory whatsoever including without limitation, claims based upon breach of contract, breach of warranty, failure to meet performance standards, tort (including negligence) and strict liability.

10. Termination

- 10.1. This Agreement may be terminated by either Party, in whole or in part, for any reason and at any time upon providing ten (10) days prior written notice to the other Party. In the event of a termination, the Proponent shall immediately discontinue all Project services and related activities and shall only continue those parts of its services that are necessary to preserve and protect the work already in progress. The Proponent shall be entitled to claim that portion of the payment not yet made by Clean Foundation for all Project-related expenses incurred up to and including the last date of the termination notice period.
- 10.2. The right of either Party to terminate this Agreement shall be in addition to any other rights and remedies available pursuant to this Agreement, at law or in equity. All rights and remedies of a Party upon default or breach by the other Party under this Agreement shall be cumulative and not alternative.

11. Default

- 11.1. Clean Foundation may declare that an event of default has occurred if:
 - a. the Proponent becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

- b. an order is made which is not being contested or appealed by the Proponent or a resolution is passed for the winding up of the Proponent or it is dissolved;
- c. in the opinion of Clean Foundation, there has been a misrepresentation or breach of warranty under Article 2 (Covenants);
- d. in the opinion of Clean Foundation, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred; or
- e. any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Conduct of Project), Article 7 (Protection of Confidential and Personal Information) or Article 13 (Insurance) and any such defect has not been cured by or remedied by the Proponent within thirty (30) days of written notice of such defect having been provided to the Proponent.

11.2. If Clean Foundation declares that an event of default has occurred, in addition to all other remedies provided under contract law, it may exercise one or more of the following remedies:

- a. suspend any obligation to contribute or continue to contribute to the Eligible Expenditures of the Project or a part of the Project, including any obligation to pay any amount owing prior to the date of such suspension;
- b. terminate any obligation of Clean Foundation to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
- c. terminate this Agreement; and
- d. direct the Proponent to repay all or part of any payment which has been paid to the Proponent. Any such amount is a debt due to Clean Foundation and is recoverable as such.

For greater clarity, all above remedies are cumulative.

11.3. The fact that Clean Foundation does not exercise a remedy that it is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent Clean Foundation in any way from later exercising any other right or remedy under this Agreement or other applicable law.

12. Accounts and Audits

- 12.1. Prior to the termination of this Agreement and for three (3) years after the expiration of this Agreement, as described in Article 3 (Term), the Proponent shall, at its own expense:
- a. keep proper and accurate books, accounts, and records of its revenue received and Eligible Expenses incurred and paid in connection with the Project and shall keep its invoices, receipts, and vouchers relating thereto;
 - b. keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Project;
 - c. on demand, make available to Clean Foundation or to the Minister such books, accounts, records, invoices, receipts, and vouchers referred to above and permit Clean Foundation or the Minister to examine and audit and take copies and extracts from such documents;
 - d. allow Clean Foundation or the Minister, at their own expense and discretion, to conduct a technical audit to verify that the proposed measures outlined in Schedule A (Description of the Project) were implemented in accordance with this Agreement; and
 - e. allow Clean Foundation or the Minister, at Clean Foundation or the Minister's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted by Clean Foundation that rely on information provided by the Proponent.

13. Insurance

- 13.1. Throughout the entire term of this Agreement, the Proponent shall obtain, maintain and pay for commercial general liability coverage, in the amount not less than two million Canadian dollars (\$2,000,000 CAD).
- 13.2. The Proponent agrees that such insurance shall not be cancelled or altered without ten (10) days' prior written notice to Clean Foundation.
- 13.3. The Proponent agrees to provide proof of insurance to Clean Foundation in the form of a certificate of insurance signed by the Proponent's insurance broker within fifteen (15) days of the signing of this Agreement.

14. Legal Relationship

- 14.1. Clean Foundation and the Proponent agree that the Proponent will be an independent contractor and that nothing contained in this Agreement shall create the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties.

15. Conflict of Interest

- 15.1. If a Conflict of Interest situation arises during the Agreement, the Proponent shall notify Clean Foundation, in the manner prescribed in Article 18 (Notices). Upon request, the Proponent shall notify Clean Foundation of all reasonable steps taken to identify, avoid, prevent, and where it exists, resolve any Conflict of Interest situation.
- 15.2. Clean Foundation may investigate a real, perceived, or potential conflict of interest and take such steps and measures as Clean Foundation considers appropriate, including without limitation: informing the Proponent that it is in a Conflict of Interest situation; requesting specific actions be taken to correct the situation; requiring the Proponent to withdraw any individual from participation in the Project for reasons of conflict of interest; suspending payments under the Agreement; or terminating the Agreement.

16. Force Majeure

- 16.1. The Parties shall not be in default or in breach of this Agreement due to any delay or failure to meet any of their obligations caused by or arising from any event beyond their reasonable control and without their fault or negligence, including any act of God or other cause which delays or frustrates the performance of this Agreement (a “force majeure event”). If a force majeure event frustrates the performance of this Agreement, the Parties will only be liable for the obligations set out in this Agreement to the date of the occurrence of the event.
- 16.2. The performance of an obligation affected by a “force majeure event” as set out above shall be delayed by the length of time over which the event lasted. However, should the interruption continue for more than thirty (30) days, this Agreement may be terminated by Clean Foundation.
- 16.3. Should either Party claim the existence of a “force majeure event” as above, prompt notice thereof shall be given to the other Party and the Party claiming the existence of a “force majeure event” shall have the obligation to provide reasonable satisfactory

evidence of the existence of such event and use its best efforts to mitigate any damages to the other Party.

17. Dispute Resolution

- 17.1. If a dispute arises concerning the Proposal or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation, and may, if necessary and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator.

18. Notices

- 18.1. The claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Clean Foundation:

Scott Skinner, President and CEO
Clean Nova Scotia Foundation
90 Alderney Drive, Dartmouth, NS B2Y 4S8
(902) 420-3474
sskinner@cleanfoundation.ca

To the Proponent:

[to be completed by Proponent]

19. General

- 19.1. This Agreement shall extend to, be binding upon, and endure to the benefit of the respective successors and permitted assigns of the Parties hereto.
- 19.2. This Agreement shall be deemed to have been made in and shall be governed by, construed and interpreted in accordance with the laws of the Province of Nova Scotia. In other case where the Parties bring a matter in respect of this Agreement before a court, the Parties irrevocably attorn to the jurisdiction of the Supreme Court of Nova Scotia.
- 19.3. No consent or waiver, express or implied, by any Party to this Agreement of any breach or default by any other Party in the performance of its obligations under this Agreement or of any of the terms, covenants or conditions of this Agreement shall be

deemed or construed to be a consent or waiver of any subsequent or continuing breach or default in such Party's performance.

- 19.4. Time shall be of the essence for purposes of this Agreement.
- 19.5. This Agreement is the entire agreement between the Parties with respect to the subject matter hereto and supersedes all prior agreements between the Parties. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the Parties.
- 19.6. Any provision of this Agreement prohibited by law or otherwise ineffective, will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement. The Parties agree to negotiate in good faith a substitute provision, which most nearly reflects the Parties' intent in entering into this Agreement.
- 19.7. No benefit arising from this Agreement shall be assigned in whole or in part by the Proponent without the prior written consent of Clean Foundation and any assignment made without that consent is void and of no effect.
- 19.8. The Parties acknowledge that this Agreement and all related documents shall be in English.
- 19.9. This Agreement may be executed by the Parties in counterparts, each of which when so executed and delivered shall be deemed to be an original and when taken together shall be deemed to be one and the same instrument. The electronic delivery, including, without limitation, by email or facsimile transmission, of any signed original of this Agreement shall be the same as the delivery of an original.

[remainder of page intentionally left blank]

IN WITNESS THEREOF, this Agreement is duly executed on behalf of Clean Foundation and the Proponent by an officer that is duly authorized on their respective behalf.

CLEAN NOVA SCOTIA FOUNDATION

Date

Scott Skinner
President & CEO

NAME OF PROPONENT

Date

Name
Title

SCHEDULE A – PROJECT DESCRIPTION

[to be included]

SCHEDULE B – PROJECT BUDGET

Eligible Expense	Description	Total (CAD)
Salary and benefits		\$
Professional services		\$
Subscription and license fees		\$
Travel		\$
Administration		\$
GST, PST and HST		\$
Total Project Costs		\$