

HALIFAX REGIONAL MUNICIPALITY

REQUEST FOR PROPOSALS FOR HR Processes and Practices Review

RFP Number: 18-341

Date Issued: 2018-07-20

**Deadline Proposals: 2018-08-10
2:00 Local Time (ADT)**

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1. PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1. INVITATION TO PROPONENTS

This Request for Proposals (“RFP”) is an invitation by Halifax Regional Municipality (“HRM”) to prospective proponents to submit proposals for the provision of services, as further described in the RFP Deliverables (Appendix A).

1.2. RFP CONTACT

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

Name/Title	Stephen Terry
Email address	terryst@halifax.ca
Telephone	902.802.4063

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of HRM, other than the RFP Contact or designates, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3. TYPE OF CONTRACT FOR DELIVERABLES

This is a non-binding RFP process. The selected proponent will be invited to enter into an agreement with HRM for the provision of the Deliverables based on the form of agreement attached as Appendix B to this RFP (the “Agreement”).

1.4. RFP TIMETABLE

Issue Date of RFP	2018-07-20
Deadline for Questions	2018-08-03
Submission Deadline Date and Time	2018-08-10

The RFP timetable is tentative only, and may be changed by HRM at any time.

1.5. SUBMISSION OF PROPOSALS

1.5.1. Proposals to be submitted at Prescribed Location

Proposals shall be delivered to the following address:

**Procurement Section
Halifax Regional Municipality
c/o Customer Service Centre, 1st floor Alderney Gate
40 Alderney Drive
Dartmouth Nova Scotia
B2Y 2N5**

Ensure the external packaging is marked with the RFP number and proponent's contact information.

1.5.2. Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. HRM's time clock will be the official timeclock and is assumed to be correct.

1.5.3. Proposals to be submitted in Prescribed Format

Proposals must be submitted in two separately sealed envelopes (Envelope A – Technical Proposal & Envelope B – Cost Proposal). HRM will not accept proposals submitted by facsimile, email, or any other electronic means.

Envelope A – Technical Proposal:

Include one (1) hard copy of the technical proposal and one (1) electronic copy of the technical proposal saved as a PDF on a USB flash drive, unless otherwise indicated.

Technical proposal packages should be prominently marked as "Technical Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the technical proposal should include an abbreviated form of the proponent's name and RFP #.

Technical proposals should be comprised of:

- (a) completed Appendix D - Proposal Submission Form,
- (b) completed response to the RFP requirements and deliverables, and
- (c) other mandatory submission requirements, as applicable.

Financial information is not to be included in the technical proposal. Label the USB flash drive with the proponent's name and RFP #.

Envelope B – Cost Proposal:

Include one (1) hard copy of the cost proposal (completed response to Appendix C – Cost Proposal Submission Requirements) and one (1) electronic copy of the cost proposal saved as a PDF or MS Excel on a USB flash drive.

Cost proposal envelopes should be prominently marked as "Cost Proposal" with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the cost proposal should include an abbreviated form of the proponent's name and RFP #. Label the USB flash drive with the proponent's name and RFP #.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless

specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

1.6. AMENDMENT OF PROPOSALS PRIOR TO SUBMISSION DEADLINE

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendment received after the Submission Deadline will not be accepted.

1.7. WITHDRAWAL OF PROPOSALS

Proponents may withdraw their proposals at any time. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact in writing and must be signed by an authorized representative of the proponent. HRM is under no obligation to return withdrawn proposals.

[End of Part 1]

2. PART 2 – EVALUATION OF PROPOSALS AND NEGOTIATION PROCESS

2.1 STAGES OF EVALUATION

HRM will conduct the evaluation of proposals in the following stages:

- Stage 1: Compliance with Mandatory Requirements
- Stage 2: Technical Evaluation
- Stage 3: Cost Evaluation
- Stage 4: Contract Risk Evaluation

2.2. STAGE 1 – MANDATORY SUBMISSION REQUIREMENTS

Stage 1 will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further. The Mandatory Submission Requirements are as follows:

2.2.1. Technical Proposal

Each proposal must include (a) completed Proposal Submission Form (Appendix D), (b) completed response to the RFP Requirements and Deliverables, and (c) other mandatory submission requirements, as applicable.

The Proposal Submission Form (Appendix D) must be completed and signed by an authorized representative of the proponent. Other than inserting the information requested, a proponent may not make any changes to the Form. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2. Cost Proposal

Each proposal must include an envelope marked “Cost Proposal”. The Cost Proposal envelope will not be opened until Stage 3.

2.3. STAGE 2 – TECHNICAL EVALUATION

Stage 2 will consist of an evaluation of Technical Proposals in the following two sub-stages:

2.3.1. Mandatory Technical Requirements

HRM will review the proposals to determine whether the Mandatory Technical requirements as set out herein have been met. Proposals that do not comply with all of the Mandatory Technical requirements will be disqualified and not evaluated further.

2.3.2. Rated Criteria

HRM will evaluate each compliant proposal on the basis of the rated criteria as set out in Section 4 of the RFP Particulars (Appendix A). Proposals that fail to meet the stated threshold(s) will be disqualified and not evaluated further.

2.4. STAGE 3 – COST EVALUATION

Stage 3 will consist of a scoring of qualified Cost Proposals as follows:

2.4.1. Opening of Cost Proposals

HRM will open Cost Proposals to ensure that they are completed in accordance with the Cost Proposal Submission Requirements (Appendix C). Cost proposals that are not completed in accordance with the Cost Proposal Submission Requirements will be disqualified and not evaluated further.

2.4.2. Errors and Discrepancies

If Cost Proposals contain mathematical errors, unit prices/hourly rates will be assumed correct for each line item and used to quantify the total cost based on the estimated quantities.

2.4.3. Allocation of Cost Points

The proposal with the lowest cost over the life of the solution shall receive the maximum points allocated for cost. All other proposals will be prorated against the lowest cost proposal using the following formula:

Max Available Pts. – [Max Available Pts. X (total cost – lowest total cost) / lowest total cost]

Note: If the result is a negative number, the score assigned will be 0.

Example: Two technically compliant bids are received and the maximum available points for cost equal 30:

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 30 points

Bid 2 would achieve a score of 21 points, calculated as follows:

$30 - [30 \times (\$130,000 - \$100,000) / \$100,000] = 21$

2.5. **STAGE 4 – CONTRACT RISK EVALUATION**

Stage 4 will consist of HRM reviewing the Proposal Submission Form (Appendix D) submitted by each proponent.

Proponents who confirm on their Proposal Submission Form complete acceptance with HRM's Form of Agreement (Appendix B) will receive five (5) points towards the overall scoring of their submission.

Proponents indicating a requirement to negotiate commercial terms and conditions will receive zero (0) points in recognition that negotiating an agreement requires HRM to expend additional resources and may involve increased contract risk to the Municipality.

2.6. **SELECTION OF TOP RANKED PROPONENT**

The top ranked proponent, as established through the evaluation process described above, will receive a written invitation to execute the form of agreement (Appendix B) or to enter into contract negotiations as the case may be.

2.7. **NEGOTIATIONS**

Any negotiations will be subject to the process rules contained in this RFP and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the proponent.

Negotiations may include requests by the Municipality for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or confirm the conclusions reached in the evaluation and may include requests by the Municipality for improved pricing from the proponent.

There will be no legally binding relationship created with any proponent prior to the execution of a written contract. Neither the submission of a proposal nor the Municipality's decision to negotiate with a proponent shall create a contractual relationship between the Municipality and any proponent, or be construed as a contract.

2.8. TIMEFRAME FOR NEGOTIATIONS

If the top ranked proponent does not require any changes to HRM's Form of Agreement (Appendix B), negotiations are not required. The proponent shall have seven (7) days following written notice from HRM to return a signed copy of the Form of Agreement.

If negotiations are required with the top ranked proponent, the proponent shall provide all requested information to HRM (including a mark-up of any proposed edits to HRM's Form of Agreement) within seven (7) days of written notice from HRM of its intent to negotiate. The proponent and HRM shall conduct all negotiations expeditiously. Should either party decide at any time that negotiations are not proceeding satisfactorily, either party may cease negotiations without prejudice.

If the top ranked proponent and the Municipality do not execute a contract within twenty-three (23) days commencing from the date the Municipality invites the proponent to enter negotiations, the Municipality may in its sole discretion (but is not obligated to) invite the next ranked proponent to execute a contract. The Municipality may negotiate with more than one proponent at a time. This process shall continue until a contract is formalized or until the Municipality chooses to cancel the RFP process.

[end of part 2]

3. PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1. GENERAL INFORMATION AND INSTRUCTIONS

3.1.1. RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix B, either as part of its proposal or after receiving notice of selection, may be disqualified by HRM in HRM's absolute discretion.

3.1.2. Proponents to Follow Instructions

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

3.1.3. Language

All proposals are to be in English only.

3.1.4. No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.5. References and Past Performance

In the evaluation process, HRM may include information provided by the proponent's references and may also consider the proponents' past performance or conduct on previous contracts with HRM.

3.1.6. Information in RFP Only an Estimate

HRM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any quantities shown or data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.7. Proponents to Bear Their Own Costs

The proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or presentations.

3.1.8. Proposal to be retained by HRM

HRM will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.9. Trade Agreements

This RFP may be subject to the provisions of the Atlantic Procurement Agreement, Canadian Free Trade Agreement and/or the Comprehensive Economic and Trade Agreement.

3.1.10. No Guarantee of Volume of Work or Exclusivity of Contract

HRM makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement will not be an exclusive contract for the provision of the described Deliverables. HRM may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services from HRM's own resources.

3.1.11. Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

<http://www.novascotia.ca/snsmr/access/business/registry-joint-stock-companies.asp>

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful proponent is registered and in good standing, in accordance with applicable laws.

If the proponent's business is not required to register in Nova Scotia, the proponent will be required to submit registration from their applicable jurisdiction.

3.2. COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1. Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments must be submitted by proponents by email to the RFP Contact. All questions or comments should be submitted by proponents on or before the Deadline for Questions. HRM is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact.

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

3.2.2. All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If HRM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia

Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by HRM. In the Proposal Submission Form (Appendix D), proponents should confirm their acknowledgement of all addenda by setting out the number of each addendum in the space provided.

3.2.3. Post-Deadline Addenda and Extension of Submission Deadline

If HRM determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, HRM may extend the Submission Deadline for a reasonable period of time.

3.2.4. Verify and Clarify

During the evaluation process, HRM may request further information from the proponent or third parties in order to verify and/or clarify the information provided in the proponent's proposal. The response received by HRM shall form an integral part of the proponent's proposal.

3.3. **GOVERNING LAW AND INTERPRETATION**

3.3.1. Governing Law

The terms and conditions in this RFP: (a) are included for greater certainty and intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in precontractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by and construed in accordance with the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein.

3.4. **PROCUREMENT PROCESS NON-BINDING**

3.4.1. No Contract A

The procurement process is not intended to create and shall not 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: (a) the 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; and (b) neither the Proponent nor the Municipality shall have the right to make any claims against the other with respect to the awarding of a contract, failure to award a contract or failure to honour a response to this RFP.

3.4.2. No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating a potential agreement. No legal relationship or obligation regarding the procurement of any good or service shall be created between the proponent and the Municipality by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.4.3. Non-Binding Price Estimates

While the pricing information provided in responses will be non-binding prior to the execution of a written agreement, such information will be assessed during the

evaluation of the responses and ranking of the proponent. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award

3.3 NOTIFICATION AND DEBRIEFING

3.3.1 Posting of Contract Award

Once an Agreement is executed by HRM with a proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal in accordance with section 46 of HRM's Procurement Policy (Administrative Order 2016-005-ADM). All requests must be in writing to HRM's Manager of Procurement and must be made within ten (10) days of posting of the outcome of the procurement process on the Nova Scotia Public Tenders web portal. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Procedure

If a proponent wishes to file a complaint in regards to the RFP process, it must provide written notice to HRM's Manager of Procurement within ten (10) days of posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal, and HRM will respond in accordance with the Bidder Complaint Procedure set out in Appendix "C" of HRM's Procurement Policy (Administrative Order 2016-005-ADM).

3.4 CONFLICT OF INTEREST AND PROHIBITED CONDUCT

3.4.1 Conflict of Interest

HRM may disqualify a proponent for any conduct, situation or circumstances, determined by HRM, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Proposal Submission Form (Appendix D).

3.4.2 Disqualification for Prohibited Conduct

HRM may disqualify a proponent, or terminate an Agreement entered into if HRM, in its sole and absolute discretion, determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Proposal Submission Form (Appendix D).

3.4.4 No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to

influence the selection of the successful proponent.

3.4.5 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of HRM; 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.

3.4.6 Rejection of Proposal

HRM may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) any conduct, situation or circumstance determined by HRM, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (c) HRM's past experience with the proponent for similar or related services.

3.5 **CONFIDENTIAL INFORMATION**

3.5.1 Confidential Information of HRM

All information provided by or obtained from HRM in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of HRM and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of Agreement for the Deliverables; and
- (c) must not be disclosed without prior written authorization from HRM.

3.5.2 Confidential Information of Proponent

In accordance with the *Public Procurement Act*, the name of the proponents and the name and total value of the successful proponent will be publicly advertised on the Nova Scotia Public Tenders web portal.

The Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. Any document submitted to the Municipality in response to this RFP is subject to this legislation and proponents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, the Municipality may be required to disclose some or all of the information in accordance with the criteria set out in the legislation, including sections 462, 480 and 481(1).

3.5.3 Personal Information International Disclosure Protection Act

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

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

3.5.4 Privacy Protection Schedule

The successful proponent is required to comply with the Privacy Protection Schedule attached to the Agreement (Appendix B)

3.6 **RESERVED RIGHTS AND LIMITATION OF LIABILITY**

3.6.1 Reserved Rights of HRM

HRM reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification in relation to a proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any proponent;
- (f) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between HRM and a proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between HRM and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. HRM may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals;

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

3.6.2 Past Litigation with HRM

HRM may, in its absolute discretion, reject a Proposal submitted by a Proponent if:

- (a) the Proponent, or any officer or director of the Proponent;
- (b) any related company of the Proponent through common ownership, control or otherwise; or
- (c) any intended sub-contractor of the Proponent;

is or has been engaged, either directly or indirectly through another corporation, in a legal action (including arbitration or the service on HRM of formal notice of intent to commence a legal action) against HRM, its elected or appointed officers and employees in relation to (i) any other contract with HRM; or (ii) any matter arising from HRM's exercise of its powers, duties, or functions under the *Halifax Regional Municipality Charter* or another enactment; within five years of the date of this Request for Proposals.

In determining whether to reject a proposal under this clause, HRM will consider whether the litigation is likely to affect the Proponent's ability to work with HRM, its consultants and representatives and whether HRM's experience with the Proponent (or any of the individuals or entities referenced above) indicates that HRM is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Proponent.

3.6.3 Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither HRM nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim, loss or damage arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim;
- (b) the proponent irrevocably waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of HRM's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other supplier or proponent (including a non-compliant proponent) or to cancel this RFP process; and
- (c) in the event that a court of competent jurisdiction determines that (a) and/or (b) is inapplicable or unenforceable, HRM's liability in such circumstances shall be limited to the lesser of \$5,000 and the proponent's costs of preparing its proposal.

[End of Part 3]

APPENDIX A – RFP PARTICULARS

1. THE DELIVERABLES

The Contractor shall undertake the following for the Chief Administrative Officer:

- A comprehensive review of the Halifax Regional Municipalities Human Resource policies, programs and organizational practices that support a safe, healthy, diverse, inclusive and harassment-free environment; where **all** persons are treated with dignity and respect.

The Contractor shall provide to the Chief Administrative Officer:

- Bi-weekly project briefings accompanied by verbal briefings
- A paper and electronic draft report at the end of the project accompanied by a verbal briefing on or before March 31, 2019
- A final written and electronic report with presentation that incorporates comments and stakeholder input on or before April 30, 2019

2. PROJECT BACKGROUND

Halifax Regional Municipality (HRM) is committed to providing a respectful workplace, free from harassment. Harassment is conduct, deemed by the employer to be unacceptable in the workplace, in which an employee exhibits offensive behaviour to another employee, or group of employees, and where that individual knew, or ought reasonably to have known, the behaviour would cause offence or harm.

The *Workplace Rights Harassment Prevention Policy* supports Halifax Regional Municipality (HRM or the municipality) in its commitment to provide a harassment-free environment where all persons are treated with dignity and respect. The Policy includes harassment based on a prohibited ground of discrimination specified under the *Nova Scotia Human Rights Act*. These grounds consist of age; race; colour; religion; creed; sex; sexual orientation; gender identity; gender expression; physical or mental disability; irrational fear of contracting an illness or disease; ethnic, national or aboriginal origin; family status; marital status; source of income; political belief, affiliation or activity; and an individual's association with another individual or class of individuals having the characteristics of any of the prohibited grounds. This Policy also extends to include workplace harassment not linked to a prohibited ground.

A. Objectives

HRM seeks to determine the effectiveness of the organizations Human Resource policies and programs in attaining its goal of providing a safe, healthy, diverse, inclusive and harassment-free environment where all persons are treated with dignity and respect. To this end, HRM is initiating a comprehensive review of the

its policies, programs and organizational practices that support a safe, healthy, diverse, inclusive and harassment-free environment. The review will include the mechanisms that support it, such as conflict resolution process and procedures, communications and messaging to employees, employees'/managers roles/accountability in maintaining a harassment, discrimination-free and respectful workplace, training to support the policy and program, as well as any information, technology, operational or structural changes that might be required.

B. Requirements

- to assess Human Resource policies, practices and systems related to the provision of a safe, healthy, diverse, inclusive and harassment-free work environment to determine their effectiveness. (formal and informal)
- to review HRM's Human Resource, policies, practices and systems related to providing a safe, healthy and harassment-free environment in comparison with other organizations and make recommendations against leading practices
- to evaluate the manner and extent of which they are implemented within the organization including attitudes, decision-making and behaviors
- to review the roles and responsibilities of all stakeholders including but not limited to individual business units, directors, managers, supervisors and employees.
- to locate gaps, lapses, or shortcomings in the implementation of the policies, procedures, practices.
- to perform a due diligence review regarding the prevention of harassment and discrimination in the workplace
- to establish a baseline for future improvements to enhance the organization's reputation in the community – as an employer and provider of municipal public services

C. Constraints

The Draft Report must be completed no later than March 31, 2019 and the Final Report by April 30, 2019.

D. Assumptions

Contractor is expected to have:

- Experience working within a unionized environment
- Extensive knowledge and experience with respect to human rights legislation, harassment and racial discrimination
- Knowledge of the diverse communities served by HRM including Black/African Nova Scotians, Racially Visible, Indigenous/Aboriginal People, Acadian/Francophone Community, Persons with Disabilities and LGBTQ+
- The contractor has no previous or on-going relationship with HRM, the CAO

or any of his Directors in relation to any matter pertaining to workplace harassment and discrimination as laid out in Section B of the Requirements

C. Project Framework

The project plan must include:

- Development of a plan for managing the overall implementation of the project
- Development of a project charter and project plan
- Identification of project milestones
- Identification of project resources – project structure, project team, resource allocation
- Risk Management - identification of issues and risks and how they are escalated or resolved
- Time and Financial Management - A plan to manage budget and time
- A plan to assure quality of implementation and mitigate scope creep
- A plan to manage day-to day project activities
- A plan to provide project updates on status, benefits realization and metrics tracking

D. Detailed Scope of Services

The consultant shall perform the following to the satisfaction of the Chief Administrative Officer upon contract award:

- Participate in a meeting with the CAO, Human Resources, the Office of Diversity & Inclusion, Legal Services and Business Unit Directors to review the objectives and scope of the project and the methodology to be used by the contractor.
- Gather quantitative and qualitative information through document review and interviews with the above-named parties as well as other managers, supervisors and employees as required.
- Conduct an analysis; prepare draft and final reports with presentations as required at various stages throughout the report and at its conclusion.
- The report shall contain conclusions and recommendations that are sufficiently detailed to provide clear guidance to the CAO regarding the organizations goal of providing a safe, healthy and harassment-free environment where all persons are treated with dignity and respect.

3. MANDATORY TECHNICAL REQUIREMENTS

The proposal must meet all the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any one of these criteria, it will receive no further consideration during the evaluation process and be deemed non-compliant. [Click or tap here to enter text.](#)

4. RATED CRITERIA

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

A minimum score of 52 technical points (i.e. 80% of the total available technical points) is required.

Evaluation Criteria	Weighting (Points)
Total Technical Points	65 points
Total Cost Points	30 points
Total Contract Risk	5 points
Total Points	100 points

Breakdown of Technical Criteria	Weighting (Points)
4.1 Communication Skills	5 points
4.2 Team Composition & Experience	15 points
4.3 Understanding HRM's Needs	20 points
4.4 Technical Solution	15 points
4.5 Quality Assurance and Communication	<u>10 points</u>
Total Technical Points	65 points

4.1 Communication Skills

The proposal should be clear and readable. Information should be easy to find and should be in the order presented hereunder.

4.2 TEAM COMPOSITION & EXPERIENCE

Sector Specific Experience: The proposal should clearly state the proponent firm's overall experience in the field of expertise required by the scope of work. The Proposal shall provide data and information on relevant projects and facilities which clearly illustrate their experience and ability to manage a project of this nature. Proponents shall provide a list of at least three (3) applicable reference projects completed over the past eight (8) years including client contacts that have contracted for the work and services offered by the proponent which are considered

identical or similar to the requirements of this Request for Proposals. The list should include the following information:

1. Client/Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the project, operations, specific services provided, and scope of work including the year(s).
5. Proponent estimated contract value and final proponent contract value.
6. Description of the project's facility location, technology employed, size, capacity and materials handled, etc.
7. Proponent's degree of involvement in the project: itemize those areas within the proponent's control such as procurement, financing, design, technology, siting, construction, financial management, regulatory approvals, operations, ownership, staffing, marketing, etc.

Client contacts which include HRM staff are not desired and will not be considered.

Proponents must be able to demonstrate that the firm has an in depth knowledge of the scope of this assignment. The purpose of this information is to demonstrate the Proponent's experience and ability to complete similar projects, develop creative solutions, resolve complex issues and communicate effectively with various parties and audiences.

Experience of Project Lead with projects of similar scope and size: The Proposal shall include a summary of the relevant experience as it relates to their role in this assignment. A brief description (years in business, services provided, number of employees, etc.). Additionally, the Proposal shall include a brief description of each of the member firms, their role in this undertaking and the office from which their work will be conducted. A summary table format is acceptable.

Key Team Members appropriate skills and education: The Proposal shall include, as appendices a CV detailing their experience, skills and education in relation to this assignment including the baseline work and the expected project areas with information on which personnel the proponent would be using for which anticipated types of tasks and work activities.

Demonstrated history of proposed Team: The Proposal shall include a brief description of each of the member firms, their role in this undertaking and the office from which their work will be conducted. A summary table format is acceptable. Additionally, the Proposal shall demonstrate the history of the member firms and individuals successfully delivering assignments of similar size and scope as a team.

Balance of level of effort: The proponent shall provide a proposed schedule to complete the tasks in the proposed work plan as well as a person-hours matrix (WBS) **without fees** outlining the hours each team member has allocated to each of the tasks in the proposed work plan. No hourly rates, dollar figures or costs shall be shown on this person/hours matrix breakdown;

inclusion of any pricing information may result in disqualification of your Proposal.

4.3 UNDERSTANDING OF HRM'S NEEDS

Understanding of the Requirements of the Scope of Work: Proponents shall provide a demonstrated understanding of the subject matter, including, but not limited to, the scope of work as well as the approach that will be taken to accomplish the Services related to this RFP document, as well as an indication of possible challenges and solutions not directly referenced in the Request of Proposals.

Acceptable Proposed Schedule and Work-plan: Proponents shall provide a work plan with which clearly outlines milestones and timelines to demonstrate how the work will progress to the desired completion date. Proponents must present a realistic timeline of the proposed Project schedule. The schedule shall reflect the tasks in the work plan and will be updated on a monthly basis to reflect project progress and shall be submitted to the Municipality's Project Lead with the contractor's status report.

Value added propositions and recommendations: Proponents shall demonstrate an innovative approach to the completion of the assignment, utilizing all potential resources available to them.

Attention to Relevant Challenges: Proponents shall describe and attempt to address any challenges to the assignment which they have identified but may not be spoken to in the Request.

4.4 Technical Solution

This criterion is evaluated based on a global view of the proposal and further analyses the entire proposal in relation to achieving a complete and comprehensive solution from the Successful Proponent.

Technical Solution: The proposal must address all of the business/technical aspects of the engagement as identified in the RFP.

Methodology: The proposal must combine proven project methodology and include innovative approaches and ideas in the delivery of the project. Proponents should keep this in mind when submitting similar successful projects for review.

Flexible and Scalable Solution: The proposal shall offer all of the services required to successfully deliver the project but should present a schedule that allows for adjustment, addition and/or deletion of specific activities as necessary to reflect budget availability, Regional Council direction or the evolution of the engagement.

Cost and Time Effectiveness: The proposal shall indicate how the successful proponent will effectively use the Municipality's internal resources.

4.5 Quality Assurance and Communication

Management Structure: The Proposal shall include an organizational chart indicating a

clear reporting structure and escalation methodology.

Proposed Communication Methods: The proposal shall also indicate the number and frequency and method (i.e. /in person, web-conference, tele-conference, etc.) of the anticipated meetings. Meeting dates should also be included in schedule per requirements of section.

Quality Assurance Standards: A description of Proponents Quality Assurance methods and practices should be included.

APPENDIX B – FORM OF AGREEMENT

THIS AGREEMENT (Ref: Request for Proposals nnnnnn)

BETWEEN:

Halifax Regional Municipality (the “Municipality”)

OF THE FIRST PART

- and –

NAME OF SUPPLIER (the “Supplier”)

OF THE SECOND PART

WHEREAS the Municipality issued the above referenced Request for Proposals dated **mmm dd, 20yy**, (the “RFP”), inviting submission of proposals to provide the Services, as hereinafter defined;

AND WHEREAS the Supplier submitted a proposal to the Municipality dated **mmm dd, 20yy**, (the “Proposal”) in response to the RFP;

AND WHEREAS the Municipality has agreed to retain the Supplier to provide the Services, subject to the parties entering into an agreement with respect thereto;

THEREFORE in consideration of the mutual promises set out herein, the Supplier and the Municipality agree as follows:

1. SERVICES AND TERM

- 1.1. The Supplier agrees to provide and deliver the services and/or products and perform the work (collectively the “Services”) described in Schedule A hereto, in accordance with the terms and conditions of this Agreement, during the period commencing on the **nnth** day of **mmm, yyyy**, and expiring on the **nnth** day of **mmm, yyyy** (the “Term”).
- 1.2. The Supplier shall provide the Services and discharge its duties to the Municipality hereunder in a competent, professional and timely manner to the standard of care ordinarily exercised by other members of its profession under similar circumstances, and shall assign only duly qualified, competent and skilled personnel to carry out its obligations to the Municipality under this Agreement.
- 1.3. The Services shall be delivered on time and in accordance with the delivery schedule agreed to by the Municipality and conform in all respects with the Municipality’s requirements. The Services shall not be deemed to be completed to the satisfaction of the Municipality or accepted by the Municipality until all

requirements have been met by the Supplier in accordance with the terms and conditions of this Agreement.

- 1.4. If the Municipality, in its sole discretion, agrees to renew this Agreement any such renewal shall be on such terms and conditions as the parties may agree, and any amendment to this Agreement reflecting such renewal shall be signed by the parties prior to the expiration of the Term. Nothing in this Article 1.4 shall constitute or be deemed to constitute any assurance or representation by the Municipality to the Supplier that this Agreement will be renewed.

2. PRICE AND PAYMENT

- 2.1. The total amount payable to the Supplier under this Agreement, including out of pocket expenses, shall not exceed AMOUNT dollars (\$nnnn.00) (exclusive of applicable taxes) without the prior written authorization of the Municipality. The Supplier shall not be entitled to receive payment for any Services it provides hereunder that exceed this amount ("Excess Services") unless the Municipality has given prior written authorization to the Supplier to undertake the performance of any Excess Services.
- 2.2. Subject to the terms and conditions of this Agreement, in consideration for the Services requested by and performed to the satisfaction of the Municipality, the Municipality shall pay the Supplier a fixed fee and/or a fee based on time-based rates for personnel employed or engaged by the Supplier, in accordance with Schedule B.
- 2.3. Each invoice submitted by the Supplier for payment shall contain a detailed description of the Services in respect of which it is being remitted, and all such other information as specified by the Municipality from time to time for inclusion therein. Subject to verification by the Municipality, invoices will be paid thirty (30) days following receipt. Payments will be administered through the Municipality's electronic payment process. Upon execution of this agreement the Supplier shall send payables information to hmaplink@halifax.ca.
- 2.4. The Supplier shall submit invoices monthly in proportion to the progress made with each phase of the Services. Invoices must show the authorized purchase order number, itemized list of services being invoiced for, time spent by each employee on the project in the billing period, expenses incurred on the project during the billing period, a total showing how much money is billed in the current billing period, a running total showing how much money has been billed previously, total billed to date (i.e. current plus previous invoices), as applicable, and a Supplier contact name and phone number for invoice problem resolution should the need arise. Agreed charges for freight, postage, insurance, crating or packaging, etc. must be shown as separate line item on the invoice(s). HST must also be shown as separate line items on the invoice. The Municipality will not be considered in default of payment terms if the payment process is delayed due to the Supplier's failure to comply with the requirements of Article 2.
- 2.5. No payment by the Municipality to the Supplier hereunder shall be or construed to be an acceptance or approval by the Municipality of incomplete, defective or improper performance by the Supplier of any of its obligations under this

Agreement, or operate to relieve the Supplier from the performance of any of its obligations hereunder that have not been performed in accordance with the requirements set out herein.

- 2.6. The Supplier is responsible for paying its own costs and expenses incurred in connection with its performance of the Services. For greater certainty, telephone, copying, courier, travel and parking costs will not be reimbursed by the Municipality.
- 2.7. The Municipality may set-off any amount due or owing to the Supplier pursuant to this Agreement against any amounts the Supplier owes to the Municipality.

3. SUSPENSION AND TERMINATION OF AGREEMENT

- 3.1. The Municipality shall be entitled to immediately suspend and/or terminate this Agreement for cause, upon the occurrence of any of the following events, each of which shall constitute an "Event of Default":
 - a) The Supplier breaches or fails to comply with any of the terms and conditions of this Agreement, and such breach or failure is not remedied by the Supplier to the reasonable satisfaction of the Municipality within ten (10) days after written notice from the Municipality to remedy the breach or failure;
 - b) The Supplier becomes insolvent, commits an act of bankruptcy, makes an assignment for the benefit of creditors, or otherwise acknowledges its insolvency, or a receiver or receiver manager is appointed for any property of the Supplier; or
 - c) Any statement, representation or warranty made by the Supplier in its Proposal or in this Agreement is untrue or incorrect.
- 3.2. If this Agreement is suspended or terminated for cause pursuant to Article 3.1 as a result of an Event of Default, the Supplier shall be responsible for and shall reimburse the Municipality for all loss, costs and damages incurred by the Municipality as a result of or arising from the Event of Default, including any costs incurred by the Municipality to correct any defects or deficiencies in any of the Services, and any costs incurred by the Municipality to procure the Services or any part thereof from another provider.
- 3.3. The Municipality may, at its sole discretion, terminate this Agreement without cause at any time prior to the expiration of the Term, upon giving thirty (30) days prior written notice of termination to the Supplier. In such event, the Supplier shall be entitled to receive payment for the Services it has satisfactorily performed up to the date of termination, and where applicable, to the payment of any holdback which the Municipality is then holding at such time. Payments to the Supplier of the foregoing amounts shall constitute full and final satisfaction of the Municipality's obligations to the Supplier under this Agreement. In the event this Agreement is terminated by the Municipality pursuant to this Article 3.3, the Supplier shall not be reimbursed for any profits that may have been anticipated but not earned up to the termination date, and the Supplier shall not have any

claim or entitlement to any additional compensation or damages arising from such termination.

- 3.4. Neither the expiration nor the earlier suspension or termination of this Agreement shall relieve, or be deemed to relieve, the Supplier from any duties, obligations or liabilities hereunder that accrued prior to such expiration or termination, or which by their nature are intended to survive the expiration or earlier termination of this Agreement, including but not limited to all warranties given by the Supplier in respect of the Services, and those duties and obligations of the Supplier set out in Article 4 (Confidentiality), Article 5 (Material Rights), Article 8 (Insurance, Liability and Indemnity) and Article 15 (Accounts and Audit).

4. CONFIDENTIALITY

- 4.1. The Supplier acknowledges and confirms that all information provided to it by the Municipality hereunder, or to which the Supplier has access as a result of providing the Services to the Municipality is confidential information (“Confidential Information”). Unless required by law or an order of a court of competent jurisdiction, such Confidential Information shall not, either during the Term or at any time thereafter, be disclosed by the Supplier, without the prior written consent of the Municipality, to any third party or to any employees of the Supplier, other than its employees who are directly involved in providing the Services.
- 4.2. The Supplier shall implement and maintain security standards and procedures for the safeguarding of the Municipality’s Confidential Information to prevent unauthorized access thereto and to ensure compliance with applicable legislation. The Supplier agrees to promptly notify the Municipality in writing upon becoming aware of a breach of either the Supplier’s security standards and procedures or the Municipality’s security policies, or any unauthorized disclosure of information that the Supplier is required to keep confidential under applicable law. The Supplier shall take immediate steps to mitigate any breach or unauthorized disclosure described in this Article 4.
- 4.3. The Supplier acknowledges and agrees that the Municipality may disclose this Agreement or portions thereof as may be required pursuant to the *Freedom of Information and Protection of Privacy* provisions contained in *Part XX* of the *Municipal Government Act (Nova Scotia)*.
- 4.4. If the Supplier is a “service provider” as defined in the *Personal Information International Disclosure Act, (Nova Scotia)* (“PIIDPA”) as a result of the type of Services that it is providing to the Municipality under this Agreement, the Supplier represents, warrants and undertakes to the Municipality that it shall comply with its obligations under PIIDPA and the terms and conditions contained in the Privacy Protection Schedule, attached as Schedule C to this Agreement.
- 4.5. The Supplier acknowledges that the Municipality has entered into a service agreement with IBM Canada for the provision of SAP Enterprise Resource Planning (ERP) solutions and related services and may enter into service agreements with other providers of comparable services. The Supplier irrevocably agrees that notwithstanding anything contained in this Agreement,

the Municipality is authorized to disclose this Agreement or portions thereof to IBM Canada and SAP Canada and to any other provider of comparable services to the Municipality, solely to enable IBM Canada and SAP Canada, and where applicable such other service provider, to fulfill its obligations under its service agreement with the Municipality, and for no other purpose whatsoever.

5. MATERIAL RIGHTS

- 5.1. All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or whether in draft or final form that are collected, created or produced by the Supplier in the performance of this Agreement (collectively the "Materials") are the exclusive property of the Municipality. All intellectual property rights, including patents, copyrights, trademark and industrial design in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, are the sole property of the Municipality, are hereby irrevocably assigned by the Supplier to the Municipality and the Supplier herewith waives all moral rights in those Materials.
- 5.2. All research reports, surveys, findings, data and other information comprising the Materials are Confidential Information of the Municipality and are subject to the provisions of Article 4 of this Agreement.
- 5.3. Municipality reserves the right, in its sole discretion, to publish or release, in whole or in part, or to refrain from publishing or releasing, any research, reports, information, audio visual materials, information or data produced by the Supplier in the performance of the Services under this Agreement.
- 5.4. The Supplier shall ensure that the Municipality has all licences that are needed for any software that the Municipality will require to lawfully continue using all deliverables that the Supplier has agreed to provide as part of the Services.
- 5.5. The Supplier hereby grants to the Municipality a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to the Municipality under this Agreement.
- 5.6. If the Municipality requests, the Supplier shall provide or return to the Municipality all Materials in its possession and/or destroy all copies thereof, and no such Materials shall thereafter be retained in any form by the Supplier.

6. INDEPENDENT CONTRACTOR

- 6.1. This Agreement is a contract for the performance of the Services. The Supplier is engaged by the Municipality hereunder as an independent contractor and shall not at any time hold itself out as an employee, servant or agent of the Municipality. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Agreement or any actions of the parties hereunder. The Supplier shall not have authority under this Agreement to bind

the Municipality, or to commit the Municipality to the payment of money to any third party.

7. COMPLIANCE WITH LAWS

- 7.1. The Supplier shall comply with all applicable laws governing the conduct of its business and the provision of the Services to the Municipality. The Supplier agrees to maintain in good standing all licences, permits, registrations or authorizations it is required to obtain in order to lawfully provide the Services in Nova Scotia. Without limiting the foregoing, professional personnel performing any part of the Services on behalf of the Supplier shall be required to comply with all applicable professional registration or licensing requirements in effect in Nova Scotia at the time such Services are being performed.
- 7.2. Neither the acceptance of the Supplier's Proposal, nor the execution of this Agreement by the Municipality, shall be or deemed to be approval or authorization by the Municipality to anything related to the business or operations of the Supplier or the provision of the Services that requires any permit or licence or approval pursuant to federal, provincial or municipal legislation, regulations or bylaws.
- 7.3. The Supplier shall promptly provide to the Municipality, upon request, copies of all permits, licences, authorizations and registrations that it is required to obtain in order to provide the Services, as well as evidence of the Supplier's compliance with laws applicable to the performance of the Services, including without limitation, the *Workers' Compensation Act (Nova Scotia)* and the *Occupational Health and Safety Act (Nova Scotia)*.

8. INSURANCE, LIABILITY AND INDEMNITY

- 8.1. The Supplier shall indemnify and hold harmless the Municipality, its councillors, employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of or arising out of (i) an Event of Default, (ii) an allegation that the Services, or any part thereof, violate the intellectual property rights of a third party, (iii) or any act, omission or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of this Agreement, including without limitation, any injury or death to persons, or loss of or damage to property.
- 8.2. The Municipality shall not be liable for any damages or injury (including death) to any person or to any property of the Supplier as a result of or arising out of this Agreement or the provision of the Services by the Supplier under this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Municipality. In no event shall the Municipality be liable for any indirect or consequential damages that are sustained by the Supplier, howsoever caused, as a result of or arising out of this Agreement or the provision by the Supplier of any Services hereunder.
- 8.3. The Supplier shall at all times during the Term and for an additional period of one (1) year thereafter carry the following insurance:

- a) Professional liability insurance (if applicable to the Services);
- b) General liability insurance (including non-owned automobile coverage) with HRM named as an additional insured; and
- c) Automobile liability insurance.

8.4. Each of the aforementioned policies shall have policy limits not less than five million dollars (\$5,000,000) per claim, aggregate limits not less than five million dollars (\$5,000,000) within any policy year, and deductible amounts not exceeding fifty thousand dollars (\$50,000).

8.5. The Supplier shall provide to HRM, prior to HRM signing this Agreement, a certified copy of the insurance policy evidencing that the insurance required is in effect.

8.6. The Supplier shall be required to provide HRM with a certificate of renewal for each insurance policy not later than fifteen (15) days prior to the expiry date of the applicable policy.

8.7. Upon request from HRM during the Term of this Agreement, the Supplier shall make copies of its insurance policies available to HRM for HRM's inspection.

8.8. The insurance to be maintained by the Supplier hereunder shall:

- (a) be issued by financially sound insurers acceptable to HRM and licensed to carry on business in Canada;
- (b) require the insurer to provide HRM with at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy.
- (c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Supplier, its officers, directors employees, servants, and agents.
- (d) be primary insurance without right of contribution of any other insurance carried by the Supplier or by HRM.

9. RESOURCES

9.1. In the event that the Supplier requires access to equipment or office space of the Municipality in order to carry out any part of the Services, the Supplier shall comply with all applicable safety and security legislation and all policies and directives of the Municipality relating to any buildings, premises, equipment or software to which the Supplier is given access.

9.2. The Supplier shall assign a sufficient number of qualified, competent and skilled personnel to carry out its obligations under this Agreement. In the event that the Supplier's Proposal included the names or titles of specific personnel or any proposed

subcontractor to provide the Services, or any part thereof, the Supplier's personnel and any subcontractors so indicated in the Proposal shall be required to provide the Services and no substitutions shall be permitted without the prior written consent of the Municipality. If the Municipality, in its sole discretion, considers a proposed substitute to be acceptable, the Municipality may consent to the substitution, provided however that such consent may be subject to such terms and conditions as the Municipality designates in writing to the Supplier. Notwithstanding the foregoing, the Municipality shall have the right at any time, in its sole discretion, to require that the Supplier replace, at no cost or expense to the Municipality, any Supplier personnel or subcontractor involved in providing the Services whom the Municipality determines to be unsuitable, and in such event, the Supplier shall immediately appoint a duly qualified, competent and skilled replacement to fill the position vacated.

10. TITLE AND ACCEPTANCE

10.1. Unless otherwise expressly provided in this Agreement, title to all deliverables, or any part thereof, comprising the Services to be provided by the Supplier shall vest in the Municipality on delivery and acceptance by the Municipality. Upon payment being made by the Municipality on account of materials, parts, work in process, or finished work, title therein shall vest in and remain with the Municipality, provided however that the risk of any loss or damage thereto shall remain with the Supplier until their acceptance by the Municipality. Vesting of title in the Municipality as a result of payments made by the Municipality to the Supplier shall not constitute acceptance, or be deemed to constitute acceptance, by the Municipality of any such materials, parts, work in progress or finished work, and shall not relieve the Supplier of its obligations to perform the Services in accordance with the requirements of this Agreement.

10.2. The Supplier shall promptly pay for all labour, services and materials that it requires to provide the Services. The Supplier agrees that it shall not do or permit anything to be done that would result in any liens, charges or encumbrances being placed on or attaching to any materials, parts, work in process, finished work or deliverables comprising the Services to be provided to the Municipality under this Agreement.

11. FORCE MAJEURE

11.1. The Supplier shall not be liable for a failure or delay in performing any of its obligations hereunder that occurs without the fault or negligence of the Supplier and is attributable solely to a cause beyond its reasonable control ("Force Majeure Event"). For the purposes of this Agreement, the following shall be considered to be a Force Majeure Event: floods, fire, explosion, power failure, acts of God, war, civil commotion, the enactment of any law, order, regulation or bylaw, labour strikes, slowdowns, picketing and boycotts.

11.2. Where the Supplier claims that a Force Majeure Event has occurred, the Supplier shall be required to give immediate written notice thereof to the Municipality, which notice shall describe the Force Majeure Event, its cause, the probable duration of the delay resulting therefrom, and the steps being taken by the Supplier to mitigate the impact of the Force Majeure Event on the performance of the Supplier's obligations hereunder.

11.3. Notwithstanding the foregoing provisions of this Article 11, if a delay or failure arising from a Force Majeure Event continues for ten (10) consecutive days, the Municipality may, in its sole discretion, terminate this Agreement upon three (3) days prior written notice to the Supplier. In the case of termination by the Municipality pursuant to this Article 11.3, the Supplier shall be entitled to receive payment only for the Services provided prior to the termination date which have met the requirements of this Agreement, and such payment shall constitute full and final satisfaction of the Municipality's obligations to the Supplier hereunder.

12. REPRESENTATIONS AND WARRANTIES

12.1. The Supplier represents and warrants to the Municipality, with the intention and knowledge that the Municipality is relying on each such representation and warranty in entering into this Agreement, that:

- a) All statements contained in the Supplier's Proposal, and any certificate or other document delivered to the Municipality under this Agreement or in connection with the Services to be provided hereunder are true and correct;
- b) The Supplier has no knowledge of any fact that may materially adversely affect the Supplier's business or operations or its financial condition, or its ability to fulfill its obligations to the Municipality under this Agreement;
- c) The Supplier has the personnel, experience, qualifications and other resources to provide the Services in accordance with the requirements of this Agreement;
- d) The Supplier has the corporate power and legal capacity to enter into, fully perform, and meet all of its obligations under this Agreement on the terms and conditions set out herein;
- e) This Agreement has been duly authorized, executed and delivered by the Supplier and constitutes a valid and binding obligation of the Supplier; and
- f) The Supplier can perform the Services, and the Municipality shall be entitled to utilize the Services, in accordance with the requirements of this Agreement without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada, and the Supplier has obtained, and will maintain, at its own expense, all requisite and appropriate authorizations and permissions, including those concerning any licenses, assignments, copyrights, patents and other intellectual property rights that are required by the Supplier to meet its obligations to the Municipality hereunder.

13. CONFLICT OF INTEREST

13.1. The Supplier shall not permit an actual or potential conflict of interest to arise between its obligations to the Municipality under this Agreement and its obligations to

any third party. The Supplier shall immediately notify the Municipality in writing if any such potential or actual conflict of interest should arise at any time during the Term.

14. ASSIGNMENT AND SUBCONTRACTING

14.1. The Supplier shall not assign this Agreement or any of its rights or obligations hereunder, or subcontract the performance of any of the Services without the prior written consent of the Municipality, which consent may be withheld by the Municipality in its sole discretion. Any purported assignment or subcontracting by the Supplier without such consent shall be of no force or effect.

14.2. The Municipality's consent to an assignment of this Agreement, or the subcontracting of the performance of any of the Services to be provided by the Supplier hereunder, shall not relieve the Supplier from any of its obligations under this Agreement and the Supplier shall, notwithstanding any such consent by the Municipality, remain responsible for the performance of the Services and all other obligations of the Supplier set out herein.

15. ACCOUNTS AND AUDIT

15.1. The Supplier shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the Services and all expenditures and commitments made in connection therewith. The Supplier shall make such books and records available to the Municipality for review or audit within ten (10) days following receipt of a request from the Municipality to do so. The Supplier agrees that it shall retain all such books and records and make them available for review or audit by the Municipality for a period of three (3) years after the date of final payment by the Municipality hereunder. Any review or audit by the Municipality pursuant to this Article 15.1 shall be carried out by the Municipality at the Municipality's expense.

16. NOTICES

16.1. Any notice to be given under this Agreement by the Municipality or the Supplier shall be in writing and delivered by hand, by email transmission or by registered mail, to the other party at the address and to the attention of the contact individual indicated below:

To The Municipality:

c/o Contract Administrator
Procurement
PO Box 1749
Halifax, NS B3J 3A5
[insert Contract Administrator's email
address]

To the Supplier:

[Insert Supplier's mailing address]
[Insert Supplier's email address]

A notice shall be deemed to be duly given and received upon delivery, if delivered by hand; upon receipt of the email transmission, if the transmission is received by the intended recipient prior to the recipient's close of business (and otherwise on the next business day of the recipient); or three (3) business days after posting, if sent by registered mail with a return receipt. Either party may change its address or contact for receipt of notices, provided that such party

gives notice thereof in accordance with this Article 16.1 and confirms the effective date of the change in such notice.

17. AGREEMENT AND AMENDMENTS

17.1. This Agreement constitutes the entire agreement and understanding between the Supplier and the Municipality with respect to the Services, and supersedes all prior negotiations, communications and other agreements, whether written or oral, relating to the subject matter hereof. Any amendment or modification to this Agreement shall have no force or effect unless it is in writing and signed by duly authorized representatives of each of the Municipality and the Supplier.

17.2. The following documents form part of this Agreement:

- a) These Articles of Agreement; and
- b) The Schedules;

In the event of any conflict or inconsistency between or among any of the foregoing, the documents comprising this Agreement shall be given precedence in the following order:

- a) These Articles of Agreement; and amendments hereto;
- b) Schedule A.1;
- c) Schedule A.2;
- d) Schedule B; and
- e) Schedule C (if applicable)

18. WAIVER

18.1. No term or provision of this Agreement, and no breach of this Agreement by the Supplier, shall be deemed to be waived or excused by the Municipality unless such waiver is in writing and signed by the Municipality. The waiver by the Municipality of any breach of a term or provision of this Agreement shall not be or be deemed to be a waiver of any continuing or subsequent breach by the Supplier of the same or any other term or provision of this Agreement.

19. REMEDIES CUMULATIVE

19.1. The rights and remedies of the Municipality set out in this Agreement are cumulative, and are in addition to and not in substitution for any other rights or remedies available to the Municipality at law or in equity.

20. DISPUTES

20.1. If a dispute arises between the Municipality and the Supplier arising out of or relating to this Agreement, or the subject matter hereof, the Municipality and the Supplier agree that they shall each make all reasonable efforts to resolve any such dispute on a timely basis through amicable negotiations. Disputes shall promptly be referred by each party to their respective senior management representatives who have the authority to resolve and settle any such disputes on their behalf. In the event that such representatives cannot resolve the dispute within ten (10) days, or such longer

period as the parties may agree in writing, either party may elect, upon giving prior written notice to the other party, to resolve the matter through litigation proceedings in the courts of Nova Scotia. Notwithstanding the foregoing, nothing in this Article 20.1 shall prevent the Municipality from exercising its rights of termination set out in Article 3.1 or Article 11.3 hereof, in the circumstances described therein.

21. ENUREMENT

21.1. This Agreement shall enure to the benefit of and be binding on the Municipality and on the successors and permitted assigns of the Supplier.

22. GENERAL

22.1. **Municipality's Representative** All references in this Agreement to the Municipality, include any person duly authorized to act on behalf of the Municipality hereunder

22.2. **Headings and Interpretation** The division of this Agreement into Articles and the insertion of headings are for convenience of reference only and do not affect its interpretation. Except where the context requires otherwise, references to the terms "herein," "hereof," "hereunder" and similar expressions refer to this Agreement as a whole, and not to any specific Article or Schedule.

22.3. **Time of the Essence** Time shall be of the essence in this Agreement.

22.4. **Currency:** All dollar amounts referred to in this Agreement are Canadian dollars, unless expressly provided.

22.5. **Offers of Employment:** Each of the parties agrees that it shall not, without the prior written consent of the other party, at any time prior to the expiration or earlier termination of this Agreement, or within a period of six (6) months thereafter, solicit personnel then in the employ of the other party, who either are, or were, directly involved in the performance or administration of this Agreement, to terminate their employment with that other party.

22.6. **Partial Invalidity:** If any term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, it shall be deemed to be severed from this Agreement, and the remaining terms and conditions shall nevertheless remain in full force and effect.

22.7. **Counterparts:** This Agreement may be signed by the Municipality and the Supplier in separate counterparts, each of which when signed and delivered, shall constitute an original and binding agreement for all purposes. Counterparts may be executed in original, faxed form, or portable document format (PDF), provided that the party which submitted its signature in faxed form or in PDF shall promptly forward the originally signed copy of this Agreement to the other party.

22.8. **Further Assurances:** The Supplier and the Municipality agree to execute and deliver all such further documents and instruments, and do or cause to be done all such acts and things, as either party may reasonably consider necessary to evidence the intent and meaning of this Agreement.

22.9. **RFP References:** All references in this Agreement to “RFP” mean and include any amendments that were made thereto by the Municipality.

22.10. **Words in the Singular:** Where the context so requires in this Agreement, words in the singular include the plural and vice versa.

23. GOVERNING LAW

23.1. This Agreement shall be governed by and interpreted in accordance with the laws of Nova Scotia and the laws of Canada applicable therein.

IN WITNESS WHEREOF the Municipality and the Supplier have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

WITNESSED BY:

DATED AT City, Province
nth day of mmm, yyyy

NAME OF SUPPLIER

Witness Signature

For the Supplier

WITNESSED BY:

DATED AT City, Province
nth day of mmm, yyyy

HALIFAX REGIONAL MUNICIPALITY

Witness Signature

For the Municipality

SCHEDULE A
SCOPE OF WORK

This Schedule A incorporates by reference the following documents:

Schedule A.1 Request for Proposals

RFP nnnnnn issued by the Municipality on mmm dd, 20yy, which describes the Services to be delivered by the Supplier to the Municipality

Schedule A.2 Supplier's Proposal

The Supplier's Proposal dated mmm dd, 20yy, but only to the extent that the Proposal describes the scope of work or the personnel to be engaged by the Supplier. No contract terms contained within the Proposal shall have any applicability, force or effect.

SCHEDULE B

FEE SCHEDULE

[Attach a fee schedule that clearly articulates the method and rate of payment for the Supplier (i.e., Will the Supplier be paid a fixed fee for the Services? Hourly rates for various personnel? Or a combination thereof?)

In many instances the proponent's cost proposal (or the relevant portions thereof) will describe the method and rate of payment. If so, it can be attached as Schedule B. If not, a separate document/table should be created and attached instead.

All bracketed instructions must be deleted.]

SCHEDULE C

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**applicable legislation**” means the *Personal Information International Disclosure Protection Act* and the Freedom of Information and Protection of Privacy provisions contained within Part XX of the *Municipal Government Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, including (i) the individual’s name, address or telephone number, (ii) the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations, (iii) the individual’s age, sex, sexual orientation, marital status or family status, (iv) an identifying number, symbol or other particular assigned to the individual, (v) the individual’s fingerprints, blood type or inheritable characteristics, (vi) information about the individual’s health-care history, including a physical or mental disability, (vii) information about the individual’s educational, financial, criminal or employment history, (viii) anyone else’s opinions about the individual, and (ix) the individual’s personal views or opinions, except if they are about someone else.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Municipality to comply with the Municipality’s statutory obligations under the applicable legislation with respect to personal information; and
 - (b) ensure that, as a service provider, the Supplier is aware of and complies with the Supplier’s statutory obligations under the applicable legislation with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, the Supplier may only collect or create personal information that is necessary for the performance of the Supplier’s obligations, or the exercise of the Supplier’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, the Supplier must collect personal information directly from the individual the information is about.

5. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, the Supplier must tell an individual from whom the Supplier collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Municipality to answer questions about the Supplier's collection of personal information.

Accuracy of personal information

6. The Supplier must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Supplier or the Municipality to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Supplier receives a request for access to personal information from a person other than the Municipality, the Supplier must promptly advise the person to make the request to the Municipality unless the Agreement expressly requires the Supplier to provide such access and, if the Municipality has advised the Supplier of the name or title and contact information of an official of the Municipality to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Municipality to correct or annotate any personal information, the Supplier must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Municipality must advise the Supplier of the date the correction request to which the direction relates was received by the Municipality in order that the Supplier may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Supplier must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Municipality, the Supplier disclosed the information being corrected or annotated.
11. If the Supplier receives a request for correction of personal information from a person other than the Municipality, the Supplier must promptly advise the person to make the request to the Municipality and, if the Municipality has advised the Supplier of the name or title and contact information of an official of the Municipality to whom such requests are to be made, the Supplier must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Supplier must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Municipality otherwise directs in writing, the Supplier must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies or unless the Municipality directs otherwise in writing, the Supplier must retain personal information for at least one year following the date of its use and securely dispose of personal information no later than three years after its use.

Use of personal information

15. Unless the Municipality otherwise directs in writing, the Supplier may only use personal information if that use is for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Agreement.

Disclosure of personal information

16. Unless the Municipality otherwise directs in writing, the Supplier may only disclose personal information inside Canada to any person other than the Municipality if the disclosure is for the performance of the Supplier's obligations, or the exercise of the Supplier's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Municipality otherwise directs in writing, the Supplier must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Supplier may have to provide the notification contemplated by section 6(1) of the *Personal Information International Disclosure Protection Act*, if in relation to personal information in the custody or under the control of the Supplier, the Supplier:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Supplier knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure,

the Supplier must immediately notify the Municipality and, in so doing, provide the information described in section 6(2) of the *Personal Information International Disclosure Protection Act*. In this section, the phrases "foreign demand for disclosure" and

“unauthorized disclosure of personal information” will bear the same meanings as in section 2(1) of the *Personal Information International Disclosure Protection Act*.

Notice of unauthorized disclosure

19. If the Supplier knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Supplier, the Supplier must immediately notify the Municipality. In this section, the phrase “unauthorized disclosure of personal information” will bear the same meaning as in section 2(1) of the *Personal Information International Disclosure Protection Act*.

Inspection of personal information

20. In addition to any other rights of inspection the Municipality may have under the Agreement or under statute, the Municipality may, at any reasonable time and on reasonable notice to the Supplier, enter on the Supplier’s premises to inspect any personal information in the possession of the Supplier or any of the Supplier’s information management policies or practices relevant to the Supplier’s management of personal information or the Supplier’s compliance with this Schedule and the Supplier must permit, and provide reasonable assistance to, any such inspection.

Compliance with the applicable legislation and directions

21. The Supplier must in relation to personal information comply with:
 - (a) the requirements of the applicable legislation to the Supplier as a service provider, including any applicable order under the applicable legislation; and
 - (b) any direction given by the Municipality under this Schedule.
22. The Supplier acknowledges that it is familiar with the requirements of the applicable legislation governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Supplier does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Supplier must promptly notify the Municipality of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Municipality may have under the Agreement or otherwise at law, the Municipality may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Supplier, terminate the Agreement by giving written notice of such termination to the Supplier, upon any failure of the Supplier to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the “Supplier” in this Schedule includes any subcontractor or agent retained by the Supplier to perform obligations under the Agreement and the Supplier must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Supplier in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Municipality under this Schedule) conflicts with a requirement of the applicable legislation or an applicable order under the applicable legislation, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Supplier must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Supplier to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the applicable legislation.

APPENDIX C – COST PROPOSAL SUBMISSION REQUIREMENTS

1. Instructions on How to Complete Cost Proposal:

- (a) The Cost Proposal shall state the proponent's legal name and be duly signed by an authorized representative of the proponent.
- (b) The Cost Proposal shall state the proponent's firm-fixed total price for each of the tasks described in the Deliverables (Appendix A, Section 1). Proponents should include within the Cost Proposal on a separate page or pages, a detailed listing of the tasks and activities with a breakdown into work packages, details of all individual costs of the proposed services, and total costs (firm-fixed) – for the baseline tasks. A sample of an acceptable Cost Proposal format is provided in Section 2 below.
- (c) The total cost for the baseline tasks shall represent the maximum payment under the Agreement. Cost Proposals should include fixed prices, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately.
- (d) Cost Proposals shall include the proponent's hourly rates for key positions/tasks in the event that HRM requests project work in addition to the tasks herein. Hourly fees shall be held firm for the duration of the project. Note that there is no guarantee that HRM will request any additional project work, but unbalanced hourly fees may result in a re-evaluation of your proposal.
- (e) Cost Proposals will be evaluated based on sum of the proponent's total fixed cost for completing the project.
- (f) Prices shall be provided in Canadian funds, inclusive of all applicable duties and taxes excluding HST.

2. Sample of acceptable Cost Proposal Format:

The following is an example only and is not intended to prescribe the duties or roles of any of the consulting team in relation to the scope of work and deliverables.

Task #1

Position/Task	Expected Hours	Hourly Rate	Cost
Project Management			
Business Analyst			
Solution Architect			
Administration			
Other			
Total			

Task #2

Position/Task	Expected Hours	Hourly Rate	Cost
Project Management			
Business Analyst			
Solution Architect			
Administration			
Other			
Total			

Task #3

Position/Task	Expected Hours	Hourly Rate	Cost
Project Management			
Business Analyst			
Solution Architect			
Administration			
Other			
Total			

ETC.

SubTotal	
Total Project Cost (Fixed Firm)	
Estimated Reimbursable Expenses	
Total	

Hourly Costs for Additional Work

Position/Task	Hourly Rate
Project Management	
Business Analyst(various levels)	
Solution Architect	
Administration	
Other	
Project Management	
Business Analyst(various levels)	

APPENDIX D – PROPOSAL SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP process, and offers to provide the Deliverables in accordance therewith at the prices set out in its completed Cost Proposal.

(Check Option 1 or Option 2 below)

Option 1 (5 points):

The proponent has carefully examined the Form of Agreement (Appendix B), and agrees that in the event its proposal is selected by HRM, it will finalize and execute the Agreement in the form set out in Appendix B to this RFP in accordance with the terms of this RFP.

☐ Option 2 (0 points):

The proponent has carefully examined the Form of Agreement (Appendix B) and intends to negotiate a mutually agreeable contract with the Municipality using the terms and conditions therein as a framework for the negotiations.

3. Price Estimates

The proponent has submitted its prices/rates in accordance with the instructions in the RFP and in the Cost Proposal requirements. The proponent confirms that the pricing information provided is accurate.

4. Addenda

The proponent is deemed to have read and considered all addenda issued by HRM. The onus is on proponents to make any necessary amendments to their proposals based on the addenda.

The proponent is requested to acknowledge that it has read all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:

If this line is not completed, the proponent will be deemed to have read and considered all posted addenda.

5. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

6. 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 proponent 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 of HRM in the preparation of its proposal that is not available to other proponents, (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 contemplated in the Agreement that is the subject of this procurement, the proponent’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.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** who were employees of HRM within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent 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.

Otherwise, if the statement below applies, check the box.

- The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

7. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by HRM to the advisers retained by HRM to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent