

HALIFAX REGIONAL MUNICIPALITY

REQUEST FOR PROPOSALS FOR

Africville Interpretive Framework Project

RFP Number:18-377

Date Issued:10/9/2018

**Deadline Proposals: 2:00pm Local Time
10/23/2018**

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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 Stakeholder Engagement and Interpretive Planning Services, as further described in the RFP Deliverables.

More specifically, this RFP is for a qualified firm or individual to Stakeholder engagement and interpretive content planning expertise to develop an Interpretive Enhancement Project for Africville Park.

The examination will include issues related to stakeholder engagement, cultural and interpretive planning.

The maximum before tax budget for this contract is \$50,000. All cost proposals that exceed this maximum budget will not be given further consideration in the evaluation.

1.2. RFP CONTACT

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

Name/Title	Stephen Terry, Sr. Procurement Consultant
Email	terryst@halifax.ca

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 their 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

The selected proponent will be required to enter into an agreement with HRM for the provision of the Deliverables in the form attached as Appendix B to this RFP (the "Agreement").

1.4. RFP TIMETABLE

Issue Date of RFP	10/10/2018
Submission Deadline Date and Time	10/23/2018
Anticipated Execution of Agreement	10/31/2018

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 Center, 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. ***Canada Post, Express Post and Priority Post do not deliver to the above address.***

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 assumed to be correct.

1.5.3. Proposals to be submitted in Prescribed Format

A) IN A SEALED PACKAGE, PROPONENTS SHOULD SUBMIT THEIR PROPOSAL CONTAINING THE FOLLOWING:

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 #.

B) In a sealed envelope which should be included in the sealed package, 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.

HRM will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

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 prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. HRM is under no obligation to return withdrawn proposals.

1.8. PROPOSALS IRREVOCABLE AFTER SUBMISSION DEADLINE

Proposals shall be irrevocable for a period of **ninety (90)** days from the Submission Deadline.

[End of Part 1]

2. PART 2 – EVALUATION OF PROPOSALS

2.1 STAGES OF EVALUATION

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

2.2. STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I 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 III.

2.3. STAGE II – TECHNICAL EVALUATION

Stage II 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 III – PRICING

Stage III 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 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 10:

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 10 points

Bid 2 would achieve a score of 7 points, calculated as follows:

$10 - [10 \times (\$130,000 - \$100,000) / \$100,000] = 7$

2.5. STAGE IV – CONDITIONS OF AWARD

After the completion of Stage III, all scores from Stage II and Stage III will be added together.

If any documents required to be submitted are not submitted within the required timeframe by HRM, HRM may withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process. **Proponents are encouraged to submit these documents with proposal submission.**

2.6. STAGE V - SELECTION OF HIGHEST SCORING PROPONENT

Subject to the terms and conditions of the RFP process set out in Part 3 of this RFP, including HRM's right to reject all proposals, the proponent with the highest score, and that meets the conditions of award, will be selected to enter into the Agreement (Appendix B). The selected proponent will thereafter be referred to as "the Supplier".

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

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be

governed by the specific terms of this RFP.

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. EXECUTION OF AGREEMENT, NOTIFICATION AND DEBRIEFING

3.3.1. Selection of Proponent and Execution of Agreement

HRM will notify the selected proponent in writing. The selected proponent shall execute the Agreement in the form attached as Appendix B to this RFP and satisfy any other applicable conditions of this RFP within ten (10) days of notice of selection.

3.3.2. Failure to Enter into Agreement

In addition to all of HRM's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, HRM may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process.

3.3.3. 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.

3.3.4. 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.

3.3.5. 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) the refusal of the Contractor to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by HRM, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) 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, LIMITATION OF LIABILITY AND GOVERNING LAW**

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.

3.6.4. Governing Law and Interpretation

These Terms and Conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (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 HRM; 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.

[End of Part 3]

APPENDIX A – RFP PARTICULARS

1. THE DELIVERABLES

The Municipality is seeking proposals on the delivery of an Interpretive Framework Report and conceptual design and content for interpretive elements (3-5) for Africville Park. The budget and timeline are defined, as is the outcome of 3-5 interpretive elements with themes, content and conceptual design. The project is an Interpretive Enhancement Framework for a future Interpretive Plan.

Key Deliverables of the Interpretive Enhancement Report shall include:

- Consultative workshops and meetings with key stakeholders of Africville Park and Africville Heritage Trust, and Africville Genealogy Society to determine main themes of and textual content and graphics for the 3-5 interpretive elements;
- Conceptual design of 3-5 interpretive elements that will convey the didactic information, textual content and graphics developed during the consultative process; (Shop drawings, fabrication and implementation to be developed through a future RFP;
- Site-planning exercise to finalize the locations of the 3-5 interpretive elements within the park to integrate location with the themes;
- Finalize location and quotation and caption of Halifax Explosion Marker for Africville Park to align with existing Halifax Explosion Marker program; (Fabrication is not in contract). The Halifax Explosion Marker Program was developed as part of the 100th Anniversary of the Halifax Explosion and this marker (#13) will follow the same design, installation and fabrication as the other twelve markers currently located throughout the municipality.
- Summary of consultative process including key stakeholder input and feedback

2. PROJECT BACKGROUND

In the 1960's, the community known as Africville was demolished under the premise of urban renewal. The African Nova Scotian families who had lived in this well-established North End area since the 1830's were systematically relocated and all buildings, including homes, the church, schools and stores were demolished. The land has remained vacant and mostly unused. The demolition of Africville has remained a painful story in the history of the City of Halifax.

In the 1980's, an area of the land was developed as a civic park and named "Seaview Park". In the intervening years, efforts to resolve the legacy of the forced relocation have resulted in several important actions:

- In 1996, the land was declared a National Historic Site of Canada. That statement of significance recognizes the importance of the community and as an example of race relations in Canada.
- On February 24, 2010, a formal apology to the residents and decedents of Africville was delivered by Peter Kelly, the incumbent HRM Mayor. The Africville Agreement also saw the establishment of the African Nova Scotia Affairs Office of Integration, a department now within the HRM Office of Diversity and Inclusion.

- In July 2011, the park was officially renamed Africville park and later that year, the replica of the Seaview United Baptist Church was officially opened as both a church and an interpretive centre. The Seaview United Baptist Church is operated and managed by the Africville Heritage Trust, with support by the Africville Genealogical Society. These two key stakeholder groups, among other individuals, are considered the stewards of the park and the associated research and archival materials pertaining to the history of Africville and its residents.

- For over 20 years, descendants and family members of former Africville residents hold a reunion on the land during July.

Interpretive Enhancement Framework Project:

This project will be facilitated through HRM Department of Parks & Recreation in conjunction with African Nova Scotian Affairs Integration Office (ANSAIO), HRM Office of Diversity and Inclusion along with key Africville stakeholders. The Municipality was successful in securing matching funds for the project from the Nova Scotia Department of Municipal Affairs, “Beautification and Streetscaping Program”.

A. Goal

The main goal of the Interpretive Framework Report is to serve as a document for future planning needs and establish main interpretive themes and content that will serve to illustrate the history and legacy of Africville Park and community. The park itself has very little interpretive content beyond the sundial that commemorates the opening of “Seaview Park”. The Church and the HSMBC plaque convey the sole interpretive content. Within the park lands, there is no signage or evidence to illustrate where families once lived or where children once studied. This project aims to address the lack of interpretive information within the park.

Through a robust consultative process with key Africville stakeholders – Africville Heritage Trust and Africville Genealogical Society, the proponent will develop specific themes and interpretive content with conceptual design for interpretive elements that will convey the interpretation on 3-5 elements within the park as a parallel goal of the project. The conceptual design will meet capital budget projections for design and fabrication in 2019/20. Also through this consultative process, the location of and selection of content and context language for the Halifax 100th Anniversary Explosion Marker will be finalized.

B. Objectives/Critical Path

The Municipality anticipates the development of the Interpretive Framework Project and all key deliverables to take approximately 6 months from initiation with a firm completion date of March 31, 2019.

The following action list and critical path outlines in general terms the steps and major milestones considered to be necessary to meet the goals of the contract:

1. Project Initiation.
2. Preliminary meeting(s) with key stakeholders.
3. Stakeholder consultation and public engagement in format such as workshop(s) and others as approved by the Municipality.

4. Final approval of location of Halifax Explosion Marker. This location must be finalized by October 1, 2018 and will be developed in conjunction with the other 3-5 interpretive element locations.
5. Final text/quotation and caption approval for interpretive content for Halifax Explosion Marker must be finalized by October 30, 2018.
6. Development of 3-5 key themes for interpretive content on elements, with textual content, graphic images and stories developed for each element, with research provided by key stakeholders.
7. Conceptual design of 3-5 interpretive elements that meet HRM standards for park signage and proposed budget constraints. Determined locations for the elements to be mapped.
8. Final summary report of project and stakeholder feedback for revision and final submission.

The following are milestone dates that the Municipality considers critical for the project and are to be addressed in the proponent's proposed schedule and work plan:

Activity	Milestone Dates
First Key Stakeholder Meeting – Kick-off for planning consultation workshop	Within 2 weeks of award.
First Consultation Workshop with Key Stakeholders – gathering ideas and prioritizing 3-5 main themes and potential stories with supporting research.	Within 2 weeks of award.
Present potential location options for Halifax Explosion Marker for final decision. (HRM will install concrete base in final location in October 2018)	November, 2018
Finalize Marker quotation and caption. (HRM will translate text, approve layout and engage fabricator, with installation date of December, 2018)	December, 2018
Based on themes and consensus of key stakeholders, present conceptual design for the 3-5 interpretive elements	February 1, 2019
Final Report	March 31, 2019

C. Requirements

Mutual Planning

Key stakeholders will include Africville Heritage Trust and Africville Genealogical Society. Stakeholder meetings and consultation, engagements and/or workshops will be co-ordinated through Parks & Recreation and supported by African Nova Scotian Affairs Integration Office (ANSAIO), HRM Office of Diversity and Inclusion. Other stakeholder groups may be recommended and HRM will make final determination on their inclusion.

Africville is a National Historic Site and Parks Canada is considered an interested party, although are not considered a key stakeholder for this project.

Facilitating stakeholder engagement will be a requirement of this project. The proponent will play the key role in the designing and implementation of key stakeholder engagement in collaboration with Municipal staff. Final decisions on format and scope of any broader public engagement are the responsibility of HRM. All stakeholder engagements will be focused on developing the interpretive themes and textual content, no parks operational matters are to be considered within this project.

D. Constraints

- This project has a time constraint to complete all actions listed in the critical path and body of the deliverables by March 31, 2019.
- The conceptual design of the 3-5 interpretive elements shall not include proprietary design or elements that will preclude other qualified proponents from bidding and implementing the detailed design, fabrication and implementation of the interpretive elements.
- The conceptual design will reflect the municipal capital budget realities and criteria for the interpretive element design and fabrication.
- The budget for the project has been established at \$50,000.
- The budget for the shop drawings, fabrication and installation of the 3-5 interpretive elements is estimated at \$50,000. Implementation is expected in 2019/20, subject to budget approval.
- The Interpretive Framework Project scope is defined and narrow. This is not a park planning exercise or a landscape design project. Outcomes and ideas related to topics outside of this scope may be captured through the consultation process but are tangential to the project.

E. Assumptions

- That the Interpretive Framework Project will reflect and respect the ideas and feedback of the Key Stakeholder groups: Africville Heritage Trust and Africville Genealogical Society.
- That the final summary report will satisfy the requirements of the NS Department of Municipal Affairs grant programme.

F. Project Framework

The project will be lead by HRM Parks and Recreation Business Unit.

Broad oversight for the project will be provided through a working group made up of HRM staff providing decision making at key points.

HRM will provide some communication resources to work with the proponent's team for the development and delivery of a communications strategy for the stakeholder engagement piece.

Background Plans and Documents

- Africville Apology and Agreement; Africville Resource Guide <https://www.halifax.ca/about-halifax/diversity-inclusion/african-nova-scotian-affairs/africville>
- Statement of Significance for Africville Park, National Historic Site, 1996 <https://www.historicplaces.ca/en/rep-reg/place-lieu.aspx?id=1153>
- HRM Culture and Heritage Priorities Plan (currently underway) and Halifax Green Network Plan (currently underway) <https://www.halifax.ca/about-halifax/regional-community-planning>
- HRM Transportation and Public Works – Africville Accessibility Project (currently underway) Provided upon request.
- Halifax Explosion Marker Project – locations and quotations and context language for each of the 12 markers can be found at <https://intothedebrisfield.ca/markers>

G. Project Objectives

The key project objectives are to:

- Develop 3-5 key interpretive themes with supporting textual content, graphics and research through key stakeholder consultation and engagement;
- Conceptual design for 3-5 interpretive elements that meet anticipated design criteria and fabrication budget. Each element does not have to be a discreet design. Fabrication and implementation expected to occur in 2019/20, subject to budget approval.
- Site-planning of the 3-5 interpretive elements within the park to integrate the themes and content to location;
- Determine location of and final text and caption for Halifax Explosion Marker; and
- Prepare final summary of the project and consultative process and feedback of stakeholders.

H. Detailed Scope of Services

The Municipality requires consulting services along the following themes:

- Cultural, interpretive and heritage planning
- Stakeholder and Public Engagement
- Diversity and Inclusion
- Conceptual design of interpretive elements

In addition, the proponent is expected to have expertise in:

- Historical research
- Graphic illustration and report document production

- Writing and communication
- Design of interpretive elements
- Development of interpretive content

The proponent is expected to undertake, but not limited to, the following tasks:

Project Initiation

- Meet with HRM staff working group and with subsequent meeting with staff and key stakeholders.
- Define and confirm roles, goals and objectives for the Interpretive Framework Project.
- Finalize and provide electronically a detailed work plan and schedule that encompasses meetings and consultations.

Key Stakeholder Engagement

- Develop and conduct a public engagement(s) process to allow for maximum key stakeholder participation through a variety of strategies, including but not limited to workshops, focus groups, surveys and public meetings.
- Use an approach to consultation that is reflective of the key stakeholder relationship and connection to the history of the site and that delivers defensible, inclusive analysis.
- Through the consultation process, prioritize and develop 3-5 key interpretive themes, with stories, textual content, graphics and location.
- Through the consultative process, determine location of and final quotation/text and caption for Halifax Explosion Marker.

Conceptual and Schematic Design of 3-5 Interpretive elements

- Provide a conceptual design(s) for the 3-5 interpretive elements (with locations). The conceptual design must be feasible to fabricate, install and maintain within the determined fabrication budget. The refined shop drawings and fabrication and implementation are not in this contract and are proposed for 2019/20.

Final Deliverables and Report

- Write a final report that summarizes the key findings of the consultative process.

I. Project Management

The proponent shall designate in their proposal, a project manager. All coordination for services with HRM and the successful proponent shall be the responsibility of the project manager. The project manager shall ensure that any substitutions in the proponent team personnel are approved by the HRM manager.

The proponent's project manager shall:

- Report to HRM through a review process and meetings at various stages of the project.
- Provide copies to HRM of all correspondence related to the project including agreements reached on HRM's behalf.

HRM will assign a project manager from its Parks and Recreation Business to coordinate information exchanges and schedule meetings and activities with the proponent. The proponent will likewise be expected to assign a project manager to fulfill this function.

The proponent will maintain frequent, open lines of communication with HRM's project manager and will be expected to report to the HRM project manager through a review process to be proposed by the proponent, including meetings at various stages of the work program and regular, written progress reports. The proponent's team will have expertise in consultative process and engagement; interpretive planning and writing; interpretive design and open-space planning.

The proponent will be required to meet in-person with the HRM project team at milestone points to present key findings and content for review. Therefore, the proposal should include an appropriate time-line and schedule to meet these expectations.

The project must be completed on time and on budget using a sound project management methodology and monitoring strategy. Where a schedule has not been met, a brief written explanation as to why shall be included. The progress report will be submitted digitally and via in-person presentation at milestones.

A risk management strategy as part of the proponent's proposal is also highly recommended as a means of anticipating challenges and solutions affecting the project outcomes.

J. Reporting

The proponent will be required to submit regular reports and materials sufficient in their number and content to maintain a high degree of communication, coordination, and undertaking among staff and key stakeholders including:

1. A minimum of six (6) full hard copy final draft and final report(s) including colour copies of all illustrations and mapping in addition to digital files.
2. A report of key findings and recommendations at strategic points in the process including:
 - Key Stakeholder consultation and engagement findings.
 - Synthesis of the 3-5 themes with correlating textual content and graphics for interpretive elements with locations defined.
 - Final text/quotation and caption for Halifax Explosion Marker with finalized location.
 - Conceptual design of the 3-5 interpretive elements for future fabrication and implementation to meet proposed fabrication and implementation budget.
 - Final report to summarize project and summary of key stakeholder engagement(s).
3. Sufficient mapping (if required) and graphics to illustrate and communicate the key data inputs and synthesis. Reports, drawings and calculations are to be in metric units. Drawings are to be in scale appropriate to the design and shall comply with HRM standards.

4. Copies of all HRM correspondence related to the project including agreements reached on behalf of HRM, the names and input from stakeholder and methods used to engage people.

Electronic copies of all information shall be provided on a USB drive. Microsoft Word 16, Excel and PDF are acceptable formats.

The proponent shall provide a label for the flash drives with the following information:

Headline: Project Drive

Title: ****RFP

Date:

Proponent Name:

All material produced and information collected by the proponent in the performance of these terms of reference shall become the property of HRM. All material shall be kept confidential by the proponent unless authorized in writing by HRM.

All cost estimates are required and are to include HST.

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.

Rated Criteria Category	Weighting (Points)
4.1 Communication Skills	5 points
4.2 Team Composition & Experience	25 points
4.3 Understanding HRM's Needs	25 points
4.4 Technical Solution	20 points
4.5 Quality Assurance and Communication	5 points
Sub-Total	80 points
Cost	20 points
Total Points	100 points

A minimum of 75% of the total available technical points is required at the Subtotal of the Rated Criteria for the proposal to move onto Stage III – Pricing.

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 (Edit as required with the appropriate link for the desired goods or services)

The standard services contract is available online at:

<https://www.halifax.ca/sites/default/files/documents/business/doing-business-halifax/2018-01-08%20HRM%20Standard%20Consulting%20Contract%20-%20May%2010%2C%202018.pdf>

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			
Engineer (various levels)			
Certified Engineering Technologist			
Administration			
Other			
Total			

Task #2

Position/Task	Expected Hours	Hourly Rate	Cost
Project Management			
Engineer (various levels)			
Certified Engineering Technologist			
Administration			
Other			
Total			

Task #3

Position/Task	Expected Hours	Hourly Rate	Cost
Project Management			
Engineer (various levels)			
Construction Inspector			
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	
Engineer (various levels)	
Certified Engineering Technologist	
Hydrologist	
Geotechnical Engineer	
Surveyors	
Construction Inspectors	

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, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the prices set out in its completed Cost Proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Cost Proposal Submission Requirements (Appendix C). The proponent confirms that it has factored all of the provisions of the Agreement (Appendix B) including insurance and indemnity requirements, into its pricing assumptions and calculations.

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. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of **ninety (90)** days following the Submission Deadline.

8. 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.

9. Execution of Agreement

The proponent 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.

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