



REQUEST FOR PROPOSAL

Water Quality Monitoring

RFP #14-032

Closing: Thursday, July 3, 2014 at 2:00 pm local time.

Halifax Regional Municipality
Procurement Section
Suite 103, 1st Floor,
40 Alderney Dr. (Alderney Gate),
Dartmouth Nova Scotia
B2Y 2N5

June 10, 2014

NOTICE

REQUEST FOR PROPOSAL #14-032

The Halifax Regional Municipality is seeking proposals from qualified individuals/ firms to provide consulting services for water quality monitoring and water quality studies. Monitoring services will be required for a period of three years; all proponents must be available to provide monitoring services for each of the 2014, 2015, and 2016 calendar years.

Sealed Proposals, two (2) copies, one (1) in digital format on USB flash drive, and one (1) unbound duly signed for #14-032, Water Quality Monitoring & Consulting Services, Halifax Regional Municipality, Halifax, Nova Scotia will be received by Halifax Regional Municipality Procurement Section, Suite 103, 1st Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5, until 2:00 P.M. local time, Thursday, July 3, 2014. Proponents are advised that Canada Post does not deliver to the Procurement Office.

All questions concerning the procurement process shall be directed to Erin MacDonald, Senior Procurement Consultant, at (902) 490-6476, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to macdoner@halifax.ca and those of a technical nature to Cameron Deacoff, Environmental Performance Officer, Energy & Environment. Phone 490-1926, or E-mail to deacofc@halifax.ca.

HRM reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of HRM.

Anne Feist, Manager
Procurement

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INTRODUCTION

The Halifax Regional Municipality (HRM) requires the services of qualified firms to provide consulting services for the monitoring of water quality at select locations within HRM.

SECTION 1. INSTRUCTIONS

1. The Request for Proposal document may be obtained in person or by mail from, Halifax Regional Municipality Procurement Section, Suite 103, 1st Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5, or via download at <https://www.novascotia.ca/tenders/tenders/ns-tenders.aspx>
 - a. All proposals are to be submitted in accordance with Request for Proposal document.
 - b. All proposals are to be submitted in sealed, plainly marked envelopes. Proposals sent by facsimile or e-mail will not be accepted.
 - c. Additional information or clarifications of any of the instructions or information contained herein may be obtained from HRM Procurement Office.
 - d. Any proponent or proponents finding any discrepancy in or omission from the proposal, in doubt as to their meaning, or feeling that the proposal is discriminatory, shall notify at once HRM Procurement Office in writing within 5 days of the scheduled opening of proposals. Exceptions as taken in no way obligate HRM to change the proposal. HRM Procurement Office will notify all respondents in writing, by addendum duly issued, of any interpretations made of proposal instructions.
 - e. HRM will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the Manager of Procurement, Halifax Regional Municipality.
 - f. All Proposals must be signed by an authorized signatory of the Proponent.
 - g. HRM reserves the right to make additional copies of all or part of the Proponent's Proposal for internal use or for any other purpose required by law.
 - h. Proposals may be publicly acknowledged but cost proposals will NOT be publicly opened. Proponents will be advised of the results after an evaluation of all Proposals has been completed and a successful Proponent has been determined.
2. Eligibility

Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may in the opinion of HRM, give rise to conflict of interest in connection with this project. Proponents are to submit with their proposal documents any issue that may constitute a conflict of interest violation for review by HRM. HRM's decision on this matter will be final.
3. Proponent's Qualifications
 - a. No contract will be awarded except to responsible proponents capable of providing the services contemplated.

- b. Proponents must be primarily engaged in providing the services as outlined in this Request for Proposal.
- c. Proponents shall be independent of and not affiliated with any prime service provider or manufacturer.
- d. Proponents must have an extremely comprehensive understanding in the areas listed in this Request for Proposal. Understanding and previous experience in all aspects of similar projects is very essential criteria in the qualifying process.
- e. Proponents shall have a proven record of having provided this service requirement. HRM reserves the right to check all client contacts furnished and consider the responses received in determining the award of this proposal.
- f. The proponent's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. HRM reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
- g. The proponent must be currently in service of providing the work associated with this project and have been engaged in this field.

4. Reservations

HRM reserves the right to reject or accept any or all proposals or parts of proposals, when in this reasoned judgment, the public interest will be served thereby.

HRM may waive formalities or technicalities in proposals as the interest of HRM may require.

HRM may waive minor differences in the proposal provided these differences do not violate the proposal intent.

5. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with HRM, if any.

6. Exceptions

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

7. RFP Administration

All questions concerning the procurement process shall be directed to *Erin MacDonald*, Senior Procurement Consultant, at (902) 490-6476, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to **macdoner@halifax.ca** and those of a technical nature to *Cameron Deacoff*, Environmental Performance Office, Energy and Environment, Phone 490-1926, or E-mail to **deacofc@halifax.ca** .

8. Information Session/Questions/Addenda

Each proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of work to be performed.

Failure to do so will not relieve the successful proponent of their obligation to carry out the provisions of the contract.

9. Information Session

10. Questions

- a. The proponent is responsible for obtaining any needed clarification of the RFP requirements, while the RFP is open. Questions should be directed in writing to the contacts identified in this document. **Email is the preferred method of contact.** Verbal questions and responses that are not later confirmed in writing will not be considered an official response.
- b. Questions and responses that are deemed to materially affect the RFP requirements, project scope, time lines, etc. or to be of interest to all prospective proponents **may** be made available via Addenda at the sole discretion of the HRM

11. Addenda

- a. Proponents are responsible to ensure that they are aware of and have complied with any addenda issued by visiting the Nova Scotia Public Tenders Website.
- b. The proponent must monitor for any addenda that may be issued during the full open period of the RFP. Addenda shall be posted on the Nova Scotia Public Tenders website and it is the sole responsibility of the respondent to ensure that any addendums are read, understood, and where necessary, acknowledged.
- c. The submission of a proposal shall indicate that the proponent has read, understands and has considered all addenda as posted to the Nova Scotia Public Tenders Website prior to the closing date and time.

12. Exceptions

- a. HRM reserves the right to reject any proposal that is in conflict with the Municipality's Standard Terms and Conditions.

13. Currency and Taxes

- a. Prices are to be quoted in Canadian dollars, inclusive of duty where applicable and exclusive of HST.

14. Public Information/Proprietary Information

- a. HRM is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. Any document submitted to the Municipality in response to this Request for Proposals is subject to this legislation and Respondents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, HRM 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).

- b. HRM is also subject to the *Personal Information International Disclosure Protection Act*. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. The Act creates obligations for HRM and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law.
- c. By submitting a proposal, the proponent agrees that HRM may disclose the following sections of the proposal without notification to the proponent:
 - Form of Proposal
 - Executive Summary
 - Proponent's fixed total cost (if applicable)

15. Period of Submission Validity

Proposals will be binding 90 Days: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 90 calendar days following proposal opening date, unless the respondent(s), upon request of the Purchasing Agent, agrees to an extension.

16. Disputes

In cases of dispute as to whether or not an item or service proposed meets the RFP requirements, the decision of HRM, or authorized representatives, shall be final and binding on all parties

17. Grounds for Disqualification

The proponent shall direct all questions regarding this RFP or the Project to the individuals identified in Section 2.3 of this Document (Contract Administration). Any attempt on the part of the Proponent or any of its employees, agent, contractors or representatives to contact any of the following persons with respect to this RFP or the Project may lead to disqualification:

- any member of the evaluation team (except those mentioned in this document) or any expert advisor to them;
- any member of Council; and
- any member of HRM staff

18. Proposal Submission

- a. The submission of a proposal on this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be services as described in the attached specifications and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished;

also, that the proponent is familiar with all Federal and Provincial laws, all codes and ordinances of HRM which in any way affects the prosecution of the work or persons engaged or employed in the work.

- b. In responding to this proposal, each proponent shall, include, as a minimum, a Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Technical Proposal which addresses the requirements described herein, and a separate Cost Proposal that details all costs for the proposed services. Both the Technical Proposal, which shall be identified as envelope #1, and the separate Cost Proposal, which shall be identified as envelope #2, shall be submitted simultaneously. Both Technical and Cost Proposal must be signed by an authorized representative of the firm submitting.
- c. Sealed Proposals will be received by HRM Procurement Section, Suite 103, 1st Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5

19. Method of Award

The evaluation process will be carried out by an evaluating committee who will establish the ranking of all the consultants and produce a short list. The short-listed consultants may be invited to make a brief presentation. The results of the above process will be brought to the appropriate staffing level with a recommendation from the evaluating committee to award.

20. Evaluation Process

- a. Each Proposal will be evaluated using the following process:
 - i Stage 1: Verify each bid's compliance to the Mandatory Criteria identified below, and disqualify any bids that fail to meet these.
 - ii Stage 2: For bids that pass the Mandatory Criteria, evaluate and score each one, using the Desirable Criteria and weights.
- b. Stage 1 – Mandatory Criteria
 - i The proposal must meet any and all of the mandatory criteria as referenced in the Scope of Work 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.
 - ii The proposal must clearly demonstrate the proponent's experience and ability to fulfill the service requirements identified.
 - iii All Cost Proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.

c. Stage 2 – Proposal Evaluation Criteria

- i All proposals which pass Stage 1 – Mandatory Criteria will be evaluated and ranked against the weighted **Proposal Evaluation Criteria** listed in Appendix A - Proposal Evaluation Criteria. Proposers are reminded that the proposal is the main document used in the evaluation and that the Proposer shall insure all information required to make the decision is included. Proposals not achieving a minimum of 75% of the total available technical points will no longer be considered and the Cost Proposal will be returned unopened.
- ii To assist in the evaluation of the Responses, the Evaluation Committee may, but is not required to:

Contact the proponent's clients/customers relevant to the proposal with any or all of the client contacts cited in a response to verify any and all information regarding a proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.

Conduct any background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of Responses;

The evaluation committee will only seek clarification from a proponent if the requested information is ambiguous or missing and if such clarification does not offer the proponent the opportunity to improve the competitive position of its response. To the extent possible, requests made by the Evaluation Team will be sent from the email addresses of the RFP Contacts.

21. Cost Proposal Evaluation

Unless otherwise stated in this document or its addenda, the proposal with the lowest cost shall receive the maximum points allowed. All other proposals shall receive a cost score based on their cost relationship to the lowest. The points for the financial evaluation will be allocated as follows. The total cost of each technically responsive bid will be calculated as shown in the Evaluation of Price. The lowest total cost will achieve maximum available points. All other proposals will be prorated using the lowest cost bid and 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

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 28 points, calculated as follows:

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

The value of the contract for this project shall be inclusive of applicable HST.

22. Award of Requests for Proposal

- a. HRM reserves the right to modify the terms, or cancel, or reissue the Request for Proposals at any time at its sole discretion.
- b. This Request for Proposal should not be construed as a contract to purchase goods or services. Although proposals will be assessed in light of the evaluation criteria, HRM is not bound to accept the lowest priced or highest scoring proposal or any proposal. HRM reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of HRM.
- c. Subsequent to the submissions of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent.
- d. HRM will not be obligated in any manner to any proponent until a written contract has been duly executed. Any damages arising out of a breach by HRM, including damages for any implied duty at law, are limited to the actual costs of preparing the proposal. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any statute, regulation or by-law.
- e. HRM offers debriefing to unsuccessful proponents. An unsuccessful proponent must request a debriefing in writing within 10 (ten) days from the date of posting the award on the Nova Scotia Public Tenders website. Upon timely receipt, the HRM will contact the interested proponent to arrange a date, time and place for the debrief, which normally will be conducted in person.

23. Proposal Checklist

These items should be included in your response to RFP:

- Form of Proposal, signed and dated
- Two physical copies including one (1) unbound copy of the complete response to the technical requirements of the RFP per the Submission Requirements
- A digital version of the completed proposal in PDF format on USB or CD media
- Two physical copies including one (1) unbound copy Cost/fee Proposal
- A digital version of the complete cost proposal in PDF format on USB or CD media

** Note the Cost proposal and digital version of the cost proposal shall be submitted in a separate sealed envelope and will not be opened by HRM until the business proposal has **been** fully evaluated. Proponents who do not meet the minimum technical requirements shall have their cost proposals returned unopened.

SECTION 2 - General Terms and Conditions

1. Headings

The division of this Contract into Articles and Sections and the insertion of the recitals and headings are for convenience of reference only and shall not affect the construction or interpretation of the Contract.

2. Currency

All transactions referred to in this Contract will be made in lawful currency of Canada.

3. Singular, plural, gender and person

Wherever in this Contract the context so requires, the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender and “person” shall mean an individual, partnership, consortium, corporation, joint venture or other entity or government or any agency, department or instrumentality thereof and vice versa.

4. Time

Time is of the essence of the Contract.

5. Expiry of Time Period

In the event that any date on which any action is required to be taken under this Contract is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day unless otherwise provided in this Contract.

6. Accounting Terms

All accounting terms not specifically defined shall be construed in accordance with Canadian Generally Accepted Accounting Principles.

7. Governing Law

This Contract is and will be deemed to be made in Nova Scotia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in Nova Scotia and the laws of Canada applicable therein.

8. Precedence of Documents

In the event of any ambiguity, conflict or inconsistency among any of the provisions of the Contract then the provisions establishing the higher quality manner, or goods and services supplied, using the more stringent standards, with the intent that the provisions which produce the highest quality with the highest level of goods and services, safety, reliability and durability shall govern.

9. Advertisement

The Contractor will not use the name of HRM or any contents of this document in any advertising or publications without prior written consent from HRM.

10. Adverse Material Changes

In the event of an adverse material change in the HRM Capital or Operating budgets, HRM reserves the right to cancel or reduce its contractual obligations without penalty.

11. Amendment, Waiver or Modification

This Contract may not be amended except by a Change Order or by a written instrument signed by HRM. No indulgence or forbearance by HRM shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the Contractor, and any such waiver, in order to be binding upon HRM, must be expressed in writing and signed by HRM and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.

12. Authority

The Contractor warrants it has full power and authority to enter into and perform its obligations under this Contract and the person signing this Contract on behalf of the Contractor has been properly authorized and empowered to enter into such Contract. The Contractor further acknowledges that it has read all of the terms, conditions and provisions of this Contract and understands all provisions thereof and agrees to be bound thereby.

13. Business Registration

Prior to award of the contract the vendor is required to be registered to conduct business in the Province of Nova Scotia.

14. Changes to Scope of Service

HRM shall have the right to change the scope of Services provided by the Contractor by Change Order including changes in Service standards, increasing or reducing the frequency, level or quality of Services, adding, reducing or deleting Services at any facility and adding, deleting or change facilities, sites or locations of Services provided. The Contract Price will be adjusted to reflect any change in the scope of Services. The amount of any reduction or increase in the Contract Price shall be determined by the HRM and the Contractor by taking into account any reduction or increase in capital or labour costs based on the pricing methodology, rates, and costs for the Services set forth in the Contractor's proposal. If HRM and the Contractor are unable to agree on the appropriate reduction or increase in the Contract Price the matter shall be referred for resolution pursuant to the dispute resolution provisions of this Contract. HRM shall not be liable to the Contractor for any loss (including loss of anticipated profit) or damage of any nature arising out of any reduction or deletion in Services. The Contractor shall not be entitled to be paid for any Services not expressly provided for within the scope of the Services or not covered by a duly authorized Change Order.

15. Clear Title

The Contractor warrants clear title to materials/equipment supplied by them and will indemnify and hold HRM harmless against any or all lawsuits, claims, demands and/or

expenses, patent litigation, infringement, material or material men's or labourer's liens, or any claims by third parties in or to the commodities mentioned and supplied by the Contractor.

16. Conflict of Interest

The Contractor and its employees shall take all reasonable steps to ensure avoidance of all direct or indirect conflicts of interest between any of their individual interests and those of HRM. If the Contractor or any one of its personnel becomes aware of any reasonable possibility of any such conflicts, then the Contractor shall promptly disclose to HRM the facts and circumstances pertaining to same.

17. Contractor Performance

HRM wants to ensure the Contractor provides high quality performance during the Contract period. Dependant on the scope of work, measurement factors may include but are not limited to; quoted on-time delivery of products including fill rates on committed volume contracts; response times; financial impact to support the required delivery dates; the acumen of sales representative; the level of sales support; Contract management responsibilities; problem solving capabilities; respect for HRM policies; ethical conduct and other attributes of leading organizations.

18. Contractor's Personnel

The Contractor is solely responsible for all aspects of employment and labour relations in connection with its workforce. The Contractor is the employer of its workforce and such employees are not employees or agents of HRM. All such employees shall be under the direct management and sole supervision of the Contractor. No employment relationship is created between the Contractor or any of the employees and HRM. The Contractor shall be responsible for all payroll functions and shall pay in a timely manner all salaries and benefits, taxes, employment insurance premiums, Canada Pension Plan premiums or contributions, *Workers Compensation Act* assessments and any other assessments or contributions of any kind or nature whatsoever that are payable to any governmental authority in respect of the Contractor's employees. It is the express mutual understanding and intention of the Contractor and HRM that the Contractor is not a successor to, or common employer with the HRM and nothing in the Contract shall be construed, interpreted, understood or implied contrary to that mutual intention and understanding.

19. Contractor's Taxes

The Contractor shall pay when due all taxes, rates, duties, assessments and license fees that may be payable by the Contractor under applicable law or levied, rated, charged or assessed by any governmental authority in respect of the provisions of the Services to HRM

20. Copyright

The Contractor expressly warrants that the goods and/or work to be furnished and the productions thereof do not and will not infringe any patent, copyright or industrial design and that the Contractor shall, at its own expense, defend any suit that may arise in respect hereto

and hold harmless and indemnify HRM against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.

21. Costs

The Contractor shall be responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution and delivery of this Contract.

22. Criminal Records Check

- a. If requested by HRM at any time, the Contractor shall ensure that their workers or subcontractors have security clearance, obtained from HRM Police Services, to work in any HRM buildings and properties.
- b. If requested by HRM at any time, the Contractor shall ensure that their workers or subcontractors have a Criminal Record Check and Vulnerable Sector Check. If this security clearance is not available, the reason for unavailability must be clearly stated, and may be ground for non-inclusion at the discretion of the HRM.

23. Employee Qualifications

The Contractor shall ensure its employees are competent to perform the Services and are properly qualified, trained and supervised in keeping with the qualification, training and supervision provided by a reasonably prudent Contractor of similar services in a public environment.

24. Employee Conduct

The Contractor shall require all of its employees performing Services to adhere to all existing and future HRM policies with regard to harassment, workplace conduct and other policies of a like nature. The Contractor shall ensure its employees do not have any contact with staff other than in the normal course of providing Services and at no time shall such contact be inappropriate. The Contractor shall ensure that any employees who do not meet the standards required by this Contract do not provide Services at any Facilities and are promptly removed from the work site. Failure to comply with these provisions constitutes a material breach of the Contract entitling HRM to immediately terminate the Contract.

25. Entire Agreement

This Contract together with any portion of the proposal expressly incorporated herein by reference constitutes the entire agreement between the parties and supersedes all prior negotiations and discussions. The parties confirm and acknowledge that there are no collateral agreements, representations or terms affecting or forming part of this Contract other than as set forth herein.

26. Exchanges

No exchanges will be made without authority from HRM.

27. Extension of Services

HRM may, at their option, upon not less than thirty-days (30-days calendar) written notice to

the Contractor, extend the scope of the Contract to any other agency, board or commission governed by or affiliated with HRM on the same terms contained in the Contract.

28. Firm Pricing

Pricing shall be fixed for the duration of the Contract and shall not be subject to adjustment unless expressly provided for in the Contract.

29. Force Majeure

If HRM or the Contractor fails to perform any term of the Contract and such failure is due to an Event of Force Majeure, that failure will not be deemed to be a default under the Contract. The party affected by an Event of Force Majeure will immediately notify the other party and will take all reasonable steps to minimize the extent and duration of the Event of Force Majeure and the period of all delays resulting from the Event of Force Majeure will be excluded in computing the time within which anything is required or permitted by such party to be done under this Contract, it being understood and agreed that the time within which anything is to be done under this Contract will be extended by the total period of all such delays. During the Event of Force Majeure requiring suspension or curtailment of a party's obligation under this Contract, that party will suspend or curtail its operations in a safe and orderly manner. "Event of Force Majeure" means any cause beyond the control of HRM or the Contractor which prevents the performance by either party of any of its duties, liabilities and obligations under this Contract not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by that party including explosion, fire, casualty or accidents, epidemics, cyclones, earthquakes, floods, droughts, war, civil commotion, acts of Queen's enemies, blockade or embargo, and acts of God but excluding lack of or insufficient financial resources to discharge and pay any monetary obligations and excluding increases in commodity prices, inability to obtain labour, equipment or materials, strikes, lockouts or other labour disputes.

30. Further Assurances

The parties shall, with reasonable diligence, hold all meetings, perform all acts, execute and deliver all documents and instruments, do all such things and provide all such reasonable assurances as may be reasonably necessary or desirable to give effect to the provisions of this Contract.

31. Improvements and Efficiencies

The Contractor shall at its cost continuously develop and implement improvements and efficiencies in the performance of its Services through improved familiarity with the environment, redeployment of resources, workload balancing, lowering unit costs through utilization of shared equipment, simplified and streamlined processes, lower carrying and delivering charges and other strategies. The Contractor will identify all potential performance, improvements and efficiencies to HRM and shall at the same time provide HRM with a calculation of the corresponding savings to the Contractor and the costs of providing such Services. HRM will assess whether the proposed performance improvements and efficiencies may be carried out without compromising the service standards and if HRM

approves same, the Contractor will implement such improvements and efficiencies for the benefit of HRM.

32. Independent Contractor

The parties are independent contractors. The Contract does not create or establish any relationship as partners, joint venturers, employer and employee, master and servant or principal and agent.

33. Independent Legal Counsel

The Contractor confirms it has obtained independent legal advice in entering into this Contract.

34. Insurance

- a. If requested at any time by HRM, the contractor will be required to provide General Liability Insurance in a form acceptable to HRM, with HRM as a named party. The amount of coverage will be \$2,000,000.
- b. If requested at any time the Contractor shall provide proof of Professional Errors and Omissions Insurance for all design professionals (such as architects, landscape architects or engineers) who provide the Proponent with signed stamped drawing or calculations. Such insurance shall have limits not less than \$2,000,000 each claim with respect to negligent acts, errors and omissions, and any deductible may not exceed \$50,000 each claim. The Contractor shall obtain such insurance when the Contractor subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance must maintain proof of insurance for the term of this Agreement.
- c. If requested at any time by HRM, the Contractor shall provide automobile liability insurance in respect to owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.
- d. If requested at any time by HRM, the Contractor shall provide automobile liability insurance in respect to non-owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.
- e. If the Contractor is legally obliged to be covered by Workers' Compensation and Health and Safety regulations, the Contractor shall provide evidence of his coverage and that the premiums have been paid and are up-to-date. Contractor shall also be responsible for obtaining and providing evidence that any Subcontractor is also covered as required by law.

35. Integration

All proposals received shall become the property of HRM. This Request for Proposal document, the contractor's response to this solicitation, and subsequent purchase order(s) to the successful proposal contain the entire understanding between parties, and any additions or modifications hereto may only be made in writing executed by both parties

36. Intellectual Property Infringement and Royalties

- a. The Contractor represents and warrants that, to the best of its knowledge, neither it nor HRM will infringe any third party's intellectual property rights in performing or using the Work, and that HRM will have no obligation to pay royalties of any kind to anyone in connection with the Work.
- b. If anyone makes a claim against HRM or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against HRM, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- c. The Contractor has no obligation regarding claims that were only made because:
- d. HRM modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
- e. HRM used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or
- f. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by HRM (or by someone authorized by HRM); or
- g. The Contractor used a specific item of equipment or software that it obtained because of specific instructions from HRM; however, this exception only applies if the Contractor has included the following language in its own contract with the Contractor of that equipment or software: "[Contractor name] acknowledges that the purchased items will be used by HRM. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [Contractor name], if requested to do so by either [Contractor name] or HRM, will defend both [Contractor name] and HRM against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the Contractor is the Contractor's responsibility and, if the Contractor does not do so, it will be responsible to HRM for the claim.
- h. If anyone claims that, as a result of the Work, the Contractor or HRM is infringing its intellectual property rights, the Contractor must immediately do one of the following:
 - i. take whatever steps are necessary to allow HRM to continue to use the allegedly infringing part of the Work; or
 - j. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
 - k. Take back the Work and refund any part of the Contract Price that HRM has already paid.
- l. If the Contractor determines that none of these alternatives can reasonably be achieved, or if the Contractor fails to take any of these steps within a reasonable amount of time, HRM may choose either to require the Contractor to take whatever steps are necessary to acquire the rights to use the allegedly infringing part(s) of the Work itself, in which case the Contractor must reimburse HRM for all the costs it incurs to do so.

37. Invoices

- a. Invoices shall match the Purchase Order sequence of items listed. Contractors are to send invoices in duplicate, at the following address:
 - Halifax Regional Municipality
 - P.O. Box 1749, Halifax, Nova Scotia
 - B3J 3A5
 - Attn: Accounts Payable
- b. The invoice must show the authorized purchase order number, itemized list of services being invoiced for and a Contractor 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. Contractors also agree to support and assist HRM will not be considered in default of payment terms if the payment process is delayed due to incorrect pricing.
- c. HRM administers its payables via an electronic payment process. Payments for this solicitation and following contract will be administered via the electronic payment process. Upon award, the Contractor must send payables information to hrmaplink@halifax.ca
- d. HRM is interested in taking advantage of any discounts allowed for prompt payment of invoices.

38. Liability Following Termination

In the event of early termination of the Contract by HRM in accordance with the terms of the Contract, the Contractor agrees that HRM shall not be liable to the Contractor for any loss (including loss of anticipated profit), or damage of any nature including any special, incidental, direct, indirect or consequential damages arising out of such early termination. HRM shall not be under any obligation to the Contractor save and except for the payment of such goods as may have been delivered to HRM and such Services as may have been performed in accordance with the terms of the Contract up to the date of termination.

39. Liability and Indemnity

- a. If the contract is awarded, the contractor will hold harmless, indemnify and defend HRM, its Officers, Officials, Employees, Agents and Volunteers from and against any claim or loss howsoever caused, including, actions, suits, liability, loss, expenses, damages and judgments of any nature, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's acts or those of their subcontractor (s), licensee (s), anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable and for any of their errors or omissions in the performance of this Contract.
- b. The Contractor's obligation under this provision will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of HRM, its Officers, Officials, Employees, Agents or Volunteers.
- c. With regard to any claim against HRM, its Officers, Officials, Employees, Agents and

Volunteers by any employee of the Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section will not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit legislation.

- d. The contractor's obligations under these provisions include, but are not limited to, investigating, adjusting and defending all claims alleging loss from action, error or omission, or breach of any common law, statutory or other delegated duty by the contractor, their employees, agents or subcontractors.
- e. Relative to acceptance of contracted property or work completed under contract by HRM, any property or work to be provided by the contractor under this Contract will remain at their risk until they are provided with written acceptance by HRM. The contractor will replace at their expense, all property or work damaged or destroyed by any cause whatsoever.
- f. The contractor's obligation under this Section will survive the expiry or early termination of this Contract.

40. License and Registration

The Contractor shall have obtained licenses where required by legislation. The Contractor shall comply with all applicable laws of any governmental authority having jurisdiction which is either expressly or by implication applicable to the provision of the Services.

41. Limit of Force Majeure

If an Event of Force Majeure prevents the Contractor from providing Services at any facility for a period of one or more days, HRM may thereafter without incurring any liability to the Contractor on notice to the Contractor, either suspend in whole or in part the performance of further Services on a facility by facility basis or for all facilities or terminate this Contract with respect to the affected Services, or if all Services are prevented, the entire Contract. In the event of such suspension, the Contractor agrees it will vacate the affected site(s) along with all of its employees and equipment until such period of time as HRM may determine and HRM shall have the right to obtain substitute Services from a third party or through its own forces at its sole discretion for the duration of such period of suspension. In the event of such termination, HRM shall be entitled to a refund of all prepaid costs related to the Services prevented by the Event of Force Majeure.

42. Monitoring Service Standards

The Contractor's adherence to the required Service standards will be monitored by HRM's through a number of means including without limitation, observation, monitoring of progress towards targets, periodic audits including joint audits and audits by an independent third party acceptable to the HRM's and the Contractor. Deficiencies in service standards, depending upon their severity and frequency, may result in the application of predefined and pre-agreed financial penalties if same are agreed upon by HRM and the Contractor prior to commencement of the term. The Contractor acknowledges that HRM requires that Services

be provided at continuous levels in accordance with the Service standards notwithstanding any work stoppage by the Contractor's employees or any labour dispute and that the rights of suspension and termination under this Contract are reflective of this requirement.

43. Notices

All notices, consents or other communications other than day-to-day communications, provided for under this Contract shall be in writing and shall be deemed to have been duly given and to be effective, if mailed three (3) Business Days after being deposited in the post as registered, postage prepaid, return receipt requested, addressed as follows and if delivered or sent by facsimile communication on the date of delivery or sending by facsimile to the parties at the respective addresses specified in the RFP and proposal or at such other address as the party to whom the notice is sent shall have designated in accordance with the provisions of this Section.

44. Parking

The Contractor and its employees will be required to make their own parking arrangements. Where parking is available at any HRM facilities the Contractor and its employees will be required to pay for parking if necessary at the normal rates established for members of the public parking at such facilities.

45. Patents

The Contractor expressly warrants that the goods and/or Services to be furnished and the production or sale, does not and will not infringe any patent or industrial design process.

46. Permits and Licensing

The Contractor covenants and agrees to be responsible, at its sole cost and expense, for obtaining and maintaining throughout the term of the Contract all required permits, approvals and licenses which are or may be required by law in connection with the provision of the goods or services and shall comply and shall require all of its employees, agents and sub-Contractors to comply with all applicable law of any governmental authority having jurisdiction.

47. Privacy

- a. HRM is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. Any document submitted to the Municipality in response to this Request for Proposals is subject to this legislation and Respondents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, HRM 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).
- b. HRM is also subject to the *Personal Information International Disclosure Protection Act*. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. The Act creates obligations for HRM and its service providers when personal information is collected,

used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law.

48. Protection of Personal Information

- a. In compliance with section 5(1) of the *Personal Information International Disclosure Protection Act* (PIIDPA), HRM is required to ensure that any personal information in its custody or control, which includes personal information that may be held by any of its service providers, is stored and accessed only within Canada, unless the storage of or access to the information outside of Canada is to meet the necessary requirements of its operations.
- b. The respondent, if successful, will become the service provider and will be subject to this legislation. As such, the respondent must clearly identify whether they are able to meet the PIIDPA requirements of storage of and access to personal information only within Canada.
- c. The proposed solution must not permit the collection, use and/or disclosure of any personal information (as defined by section 461(f) of the *Municipal Government Act*) without the consent of the individual.
- d. In the event that the Canadian vendor is acquired by a non-Canadian company, the Canadian vendor would no longer comply with the requirements of PIIDPA. Prior to the completion of any such acquisition, the Canadian vendor shall notify HRM of the proposed acquisition. The Canadian vendor agrees, at no cost to HRM and upon reasonable notification from HRM, to provide to HRM all HRM data in electronic format, and to completely purge all HRM data, including backups, from the Canadian vendor's possession prior to the completion of the acquisition. A certificate from an independent third party verifying that all data, including backups, has been purged shall be provided to HRM prior to the acquisition of the Canadian vendor by a non-Canadian company. Acceptable third parties include professional accountants, certified auditors and IT professionals.

49. Quality Assurance Plan

Where required by HRM the Contractor shall develop, provide to HRM and maintain in effect throughout the term a quality assurance plan acceptable to HRM which will provide a coordinated systematic approach to quality that will measure and assess the structure, process and performance of Services and will insure deficiencies are corrected before the level of Service becomes unacceptable to HRM. The Contractor will implement any changes in its quality assurance plan that may be required for the Contractor to meet or exceed the Service standards and will make any adjustments to its quality assurance plan as may reasonably be required by HRM from time to time to ensure the Contractor's performance requirements are met.

50. Quality Assurance Reports

Where required by HRM the Contractor shall provide the HRM on a monthly basis or at other such times as HRM may require, a comprehensive report detailing adherence to the Services standards, quality monitoring scores, quality assurance plan activity and other

matters relating to the Contractor's performance as may be reasonably be requested by HRM from time to time.

51. Security Requirements

Only employees of the Contractor specifically assigned to perform the Services will be allowed to enter the facilities. Where required by the HRM, the Contractor shall ensure that all sub-Contractors and service representatives that enter the facilities are reported to the HRM's representative so that HRM's representative will be aware of who is on the site and the duration of the site visit. The Contractor shall comply with all relevant HRM policies relating to building security and card access systems and shall be held responsible for any loss of security due to the misuse or loss of keys and/or access cards.

52. Services

The Contractor shall provide continuous and uninterrupted Services in accordance with the Service standards, requirements, terms and conditions of the Contract. Such Services shall be performed to a standard of care, skill and diligence maintained by persons providing on the highest professional standard, similar services. Should any Services or materials be required for the proper performance of the Contract which are not expressly or completely described in the Contract and are reasonably associated with or necessary for the proper and timely performance and provision of the Services, then such Services or materials shall be deemed to be implied and required by the Contract and the Contractor shall furnish them as if they were specifically described in the Contract as part of the Services.

53. Set-off

HRM shall be entitled at all times to set-off against any amount due or owing to the Contractor by the HRM under the Contract any amount or amounts for which the Contractor is or may be liable by virtue of the Contractor's failure to comply with any statutory or regulatory requirement, duty or obligation arising out of or relating to the performance of the Contract. HRM shall also have the right to withhold any payment which relates to that portion of the Services which have not been provided by the Contractor in accordance with the terms of the Contract until such time as the dispute is resolved.

54. Subcontracting

The Contractor will not assign this Contract or any part thereof or enter into any subcontract for any or all of the Services without the prior written consent of HRM, which consent may not be arbitrarily and unreasonably withheld. Approval by HRM of a subcontractor shall not relieve the Contractor of its obligations under the Contract except to the extent those obligations are in fact properly performed. In the event HRM approves a subcontractor the Contractor shall secure compliance and enforce at its own expense for the benefit of HRM, each of the Contractor's contracts with subcontractors. Nothing contained in this Contract shall create any contractual relationship between the subcontractor and HRM. The Contractor agrees to bind every subcontractor to the terms and conditions of the Contract which are appropriate and applicable to the work to be performed by the subcontractor and the Contractor shall be fully responsible to HRM for the acts and omissions and errors of all

subcontractors and of persons directly or indirectly employed or contracted by them and for coordinating activities of the approved subcontractors. HRM, acting reasonably shall be entitled to impose any term or condition in connection with any approval of any proposed assignment or subcontract in order to ensure the continued and effective provision of goods or services to the HRM. Subcontracting to any firm or individual whose current or past or other interests may, in HRM's opinion, give rise to a conflict of interest in connection with the Contract will not be permitted. The contractor is required to provide to HRM the names of any subcontractors and activities to be performed.

55. Substitute Services

If HRM choose to obtain substitute Services due to service delays or disruption, the Contractor must reimburse HRM for the difference, if any, between the charges incurred by HRM for the substitute services and the charges specified in the Contract that the HRM would owe if not for the service delay and disruption. If the HRM decide to permanently use the substitute service from a third party the Contract Price will be adjusted accordingly.

56. Supplies, Materials and Equipment

The Contractor shall at its expense provide all materials, supplies and equipment for the performance of the Services. No substitute or alternate products or equipment will be used unless agreed to by HRM. All equipment, supplies and materials used by the Contractor shall be in good working order and free from defects. All machinery and electrical devices used shall conform to CSA standards and bear CSA approval labels. All costs of approval to obtain the required certification will be the sole responsibility of the Contractor.

57. Survival

All obligations of the Contractor which by their terms are intended or are appropriate to survive the termination of the Contract shall survive the cancellation, termination or expiration of the Contract.

58. Suspension of Services

In any circumstance where HRM is of the view that the Services as performed by the Contractor are either not in accordance with the requirements of the Contract or pose any unacceptable risks to the safety of HRM staff or the public, HRM may without incurring any liability to the Contractor immediately suspend in whole or part performance of further Services on a facility by facility basis or for all facilities on written notice to the Contractor for such a period of time as HRM may determine in which case HRM agrees it will vacate HRM facilities along with its employees and equipment until such period of time as HRM may determine.

59. Taxes

HRM will pay any HST payable in respect of the various goods and services provided by the Contractor in accordance with the requirements under the *Excise Tax Act* (Canada).

60. Term of Contract

The Contract commences on the date(s) specified as part of the Contract.

61. Termination for Convenience

HRM may terminate a contract, in whole or in part, if determined that such a termination is in its best interest, without showing cause, upon giving written notice to the contractor. HRM shall pay all reasonable costs incurred by the contractor up to the date of termination. However, in no event shall the contractor be paid an amount which exceeds the bid price for the work performed. The contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

62. Termination for Default:

When the contractor has not performed or has unsatisfactorily performed the contract, HRM may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of HRM. Failure on the part of the contractor to fulfill the contractual obligations shall be considered just cause for termination of the contract. The contractor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by HRM in re-procuring and completing the work.

63. Transfer of Ownership

Upon HRM's receipt and approval of the deliverable, all reports and supporting documents will become the exclusive property of HRM.

64. Value Added Services

The Contractor shall provide HRM with any value added services described in its proposal. Such value added services shall be provided to HRM at no charge.

65. Waiver

A waiver of a breach or default under the Contract shall not be a waiver of any other breach or default. The failure of a party to enforce compliance with any term or condition of the Contract shall not constitute a waiver of such term or condition.

66. Warranties

The Contractor warrants that all Services will be performed with reasonable care, diligence and skill and at least in accordance with the standards of care generally practiced by competing Contractors of similar services. The Contractor further warrants the goods or equipment supplied and work and/or services performed under this Contract will conform to the specifications herein, are free from defects and/or imperfections, are merchantable and fit for the purposes for which they are ordinarily employed, and are available for delivery to HRM at the time of submission of the Contractor's proposal. The Contractor shall be liable for all damages to HRM and employees incurred as a result of any defect or breach of warranty contained in this Contract. The Contractor's warranty shall extend for no less than a period of twelve (12) months after the goods, equipment, or Services are delivered and accepted by HRM and applied to their intended use.

67. Post completion Review

HRM will conduct a post-completion evaluation/review of all performance related issues. The results of this review will be communicated to the proponent and will be retained by HRM for future reference.

Appendix A - Vendor Performance Evaluation Scorecard Process

The purpose of the Vendor Performance Evaluation Scorecard is to define the process for monitoring vendors who impact the quality of products delivered to our customers. Going forward HRM will be responsible for collecting, managing and monitoring vendor performance evaluations. Following completion of a project, HRM will be responsible for evaluating the vendor using the attached Vendor Scorecard. Each Vendors scorecard will be kept on file and used to determine if the vendors are meeting expectations in the following areas; Safety, Project Management, Scheduling and Overall Quality of Work. HRM will treat all vendor information and documents in a confidential manner.

If a vendors scores three (3) or less in any particular sub-category/category or produces an overall score between 0-60%, the vendor or HRM may request a meeting to discuss these particular areas of concern.

Vendor Scorecard Rating

Rating	Criteria
1	Consistently falls far below expectations - Performance jeopardized the achievement of Contract Requirements, despite additional oversight.
2	Frequently misses expectations - There are a number of performance issues that required HRM to provide an additional oversight to ensure that contract requirements were met.
3	Mostly meets expectations - There are very minor performance issues but vendor or service provider has otherwise met the contract requirements.
4	Consistently meets expectations - There are no performance issues and the vendor or service provider has met the contract requirements.
5	Exceeds Expectations - Vendor or service provider has demonstrated a performance level in measurable excess of Contract requirements.
N/A	Not Applicable

Vendor Overall Score

Score	Criteria
(0-20%)	Consistently falls far below expectations - Performance jeopardized the achievement of Contract Requirements, despite additional oversight.
(21-40%)	Frequently misses expectations - There are a number of performance issues that required HRM to provide an additional oversight to ensure that contract requirements were met.
(41-60%)	Mostly meets expectations - There are very minor performance issues but vendor or service provider has otherwise met the contract requirements.
(61-80%)	Consistently meets expectations - There are no performance issues and the vendor or service provider has met the contract requirements.
(81-100%)	Exceeds Expectations - Vendor or service provider has demonstrated a performance level in measurable excess of Contract requirements.

Vendor Performance Evaluation	Below Expectations	Frequently Misses Expectations	Mostly Meets Expectations	Consistently Meets Expectations	Exceeds Expectations	Not Applicable	OVERALL SCORE
	1	2	3	4	5		
Quality and Safety							/15
Proactive in its review of statutes, regulations, codes and by-laws affecting the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Implementation of appropriate safety practices throughout the duration of the contract/project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Performance with respect to quality, health, safety and environment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project/Account Management							/30
Prompt and effective at addressing client requests and incorporating requested changes into the scope of work.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Account Lead effectively managed and coordinated the project delivery.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Account Lead facilitated regular site meetings as per the requirements outlined at time of award.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Project Account Lead advised Client of required adjustments to budget and schedule as a result of changes in client requirements and market conditions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor rendered findings with a reasonable time on claims, disputes and other matters relating to execution or performance for the work outlined in the contact documents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor responded in a timely manner to all questions and issues pertaining to the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schedule							/15
Vendor was able to maintain stated project deadlines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Vendor was diligent at communicating progress on the project and providing updates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Vendor was proactive at addressing and resolving project issues per the agreed schedule	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
General							/15
Vendor issued complete invoices in a clear, accurate and organized format per agreed timelines to facilitate timely payment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Quality of overall work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Overall experience with vendors service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Total Overall Score /75							

APPENDIX B – Scope of Work

PROJECT BACKGROUND AND FRAMEWORK

Project Background

Need

From 2006 through 2011, HRM operated a corporate lake-based water quality monitoring program. An external analysis of the results of this program (Stantec, 2012a & Stantec, 2012b) presented HRM with a summary of lake conditions as of 2011 and recommended actions for future consideration.

HRM Planning staff has proposed initiating secondary planning processes for 13 communities upon adoption of the revised Regional Municipal Planning Strategy. To provide Planning staff and community members with background technical data on water quality conditions for selected lakes located within communities designated for secondary planning, HRM intends to refresh water quality data through new water quality monitoring activities. These activities are to begin in 2014 and conclude in 2016.

Analyses of HRM lake water quality in 2012 (Stantec 2012a, Stantec 2012b), revealed that some HRM lakes have poor Water Quality Index scores and/or high total phosphorus concentrations as of 2011, identified apparent water quality trends, and recommended further studies. Pursuant to these findings and recommendations, HRM also intends to conduct one targeted study in each of 2014, 2015 and 2016. The 2014 study, a statistical study, will advise the municipality regarding water quality trends evident in surface water bodies.

Goal

Through the execution of this project, HRM will have greater confidence in water quality data and resulting trends, obtain current data to support upcoming policy formulation, and to identify applicable protection measures for select marginal water quality lakes.

Objectives/Critical Path

Contract to be awarded by mid July 2014 to enable completion of Summer 2014 water quality monitoring by end August 2014.

The objective of this project is to produce current, accurate and reliable water quality data for selected lakes located within communities and/or associated subwatersheds designated for secondary planning;

Requirements

Water Quality Monitoring requirements are as follows. Further details are provided in Appendix F.

- monitoring shall be undertaken three (3) times per year – Spring (May), Summer (August), and Fall (October). No spring monitoring will be conducted during 2014;
- Field monitoring shall address air temperature, water temperature, pH, dissolved oxygen (% & concentration), and conductivity.
- Laboratory analysis of water samples shall include: total phosphorus, total nitrogen, total suspended solids, five-day carbonaceous biochemical oxygen demand, chloride and chlorophyll A.
- A monitoring report must be submitted to HRM within one month of the date of sampling for each season. Reports must provide:
 - Lab results & field results, including a copy of the report provided by the consulting laboratory to the proponent;
 - A summary of field methodology, including notice of any change in methodology and any potential impacts of this change on the interpretation of results;
 - A compilation of current and historical results (drawn exclusively from the current proposal);
 - the form and volume of precipitation that fell on the sampling day and on the preceding 3 days;
- The Fall (October) report of each year shall present an annual average concentration for the calendar year. Fall 2015 and Fall 2016 reports will also report annual average concentrations for the previous years data.
- Low-level Reportable Detection Limits (RDLs) are to be used for total phosphorus and total suspended solids. Reports submitted on the basis of analysis using other than low-level RDLs will not be accepted, and the proponent will be required to resample and present an alternate report at their earliest opportunity.
- One temperature and (water) level logger shall be deployed at each of the following watercourses: Grand Lake, Kinsac Lake, Little Sackville River, Sackville River
 - Temperature & Level loggers to be co-located with water sample stations

- The proponent must identify the origin of water quality sampling procedures (i.e., protocol) that is proposed for use within the program. Preferred procedures will be derived from the Standard Methods for the Examination of Water and Wastewater (21st or 22nd edition), and/or Environment Canada's Field Inspectors Sampling Manual (2005 or later).
- The proponent and/or their consulting accredited laboratory must demonstrate consistent and routine data verification and validation.

Constraints

Consultants conducting this monitoring program shall use accredited laboratories for the analysis of all parameters identified in section 3.1.4 (Requirements, above). Labs must be accredited for the parameters for which analyses are to be performed. Any proposals to use non-accredited labs must include an explanation for the use of that laboratory; explanations deemed insufficient by HRM staff will be disqualified from further consideration.

Assumptions

For a single sampling season:

- Samples will be collected from all locations within two field days
- Administration time required will not exceed one hour per field day
- There will be no extra costs charged for the measurement of standard field data (pH, specific conductivity, dissolved oxygen (% & concentration), water temperature, air temperature)
- Samples and measurements will be collected from 1.0 m depth; exceptions to be documented and reported
- No sample stations will be stratified in May or October

Water sample collection stations shall be identical from season-to-season, and shall be identical to stations used by previous monitoring programs wherever possible. All measurements are to be stated in metric units.

The provision of monitoring services will be required for a period of three years; all proponents must be available to provide monitoring services for each of the 2014, 2015, and 2016 calendar years. The contract resulting from the award of this project may be renewed for one additional year, subject to the availability of sufficient funds, satisfactory performance during the original phase, and mutual agreement of HRM and the selected proponent.

Project Framework

Project resources that HRM will make available to the successful proponent are as follows:

- Bathymetric maps of selected lakes, where available;
- Watershed flow diagrams for selected lakes, where available;
- Spreadsheets documenting recent water quality results of selected lakes;
- Watershed studies addressing implicated lakes;
- CCME Guidelines for Freshwater Aquatic Life and associated documentation;
- Health Canada Guidelines for Canadian Recreational Water Quality;
- Coordinates of sample collection locations for watercourses previously sampled
- Other data and resources as required and available.

HRM holds the following expectations from the successful proponent:

- Test results will be reported to HRM in a timely manner (i.e., within one week of the receipt of results from an accredited analytical laboratory)
- Proponents will submit a monitoring report to HRM within one month after the conclusion of each sampling event that presents and discusses the sampling results. This report will also include a summary of data results for all parameters, at all monitoring stations, since the monitoring has begun. In addition, it will present the trends of key parameters at each station over time and as compared to the appropriate CCME water quality guidelines (Health Canada CRWQGs - Recreation for E. Coli; CCME Freshwater Aquatic Life (FAL) for pH, DO, Chloride, TSS)
- Each monitoring report will include an Appendix that provides the testing results report provided to the proponent by the accredited laboratory.

PROJECT OBJECTIVE

Complete the project on time and on budget using sound project management principles.

DETAILED SCOPE OF CONSULTING SERVICES

HRM requires consulting services for water quality monitoring & reporting.

The Proponent will be required to undertake, but not limited to, the following tasks.

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 proponent team personnel, including the project manager position, are approved by the HRM project

manager in advance of the proposed change.

The proponent's project manager will report to HRM through a review process and meetings at various stages of the work program. The work progress shall be measured against a defined budget and work schedule.

HRM recognizes that project management is an essential part of this project. Regular progress reports documenting on project execution, including reference to both expenditures and tangible work completed, is required. Reports must be submitted monthly or otherwise in association with project invoices and the original base schedule. Explanations will be required for deviations from budget and project execution. The progress report must be submitted as an attachment to an electronic e-mail, and supporting spreadsheets, in or compatible with Microsoft software, must be submitted.

Project management and/or their designates must prepare to meet, liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, and/or members of the community, as required.

Provide copies to HRM of all correspondence related to the project including agreements reached on behalf of HRM.

Community Engagement Strategy

For all projects with a Community Engagement component, the Proponent must comply with the intent and recommendations of HRM's Approved Community Engagement Strategy. The approved strategy may be accessed on the Halifax Regional Municipality Website at:
<http://www.halifax.ca/crca/documents/CommunityEngagementStrategyDec92008.pdf>.

Reporting and Deliverables

Reports, drawings, and calculations shall be in metric units.

Electronic copies of all information (reports, drawings, and calculations; e.g., spreadsheets, database files, etc.) shall be provided to HRM via e-mail. All reports are to be provided electronically, each as a single PDF file that includes the report text and all figures, diagrams, and drawings presented.

For water quality monitoring work, draft and final reports will be required after each monitoring event for the duration of the contract.

Water test results are to be provided in MS Excel.

The proponent shall identify each monitoring report and associated files and correspondence with the following information:

Headline: Project Drive: HRM Water Quality Monitoring & Consulting Services
Title: Monitoring Results – (Season) (Year)
RFP Ref: 14-032
Date:
Proponent:

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

Cost estimates are required and are to exclude HST.

APPENDIX C – Submission Requirements

Submission Requirements

The Proposal shall include the following as a minimum; failure to do so may be cause for rejection of the proposal:

General Information

Using the form identified in this document as Appendix B – General Information, the proponent shall provide the name of the firm, Office address, telephone number, email address, and facsimile number and Business Registration Profile.

Note: The Laws of the Province of Nova Scotia require that all businesses operating in Nova Scotia to register with the Registry of Joint Stock Companies except:

- New Brunswick corporations and NB partnerships/business names **registered** in New Brunswick
- Individuals or partners using only their personal names without a descriptive element or attachment such as 'and Associates'
- Partnerships whose sole purpose is farming or fishing

The status of a proponent's business registration does not preclude the submission of a proposal. 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 (i.e.: status is 'active'). However, this legal requirement must be addressed at time of award.

Proponents shall provide a one (1) to two (2) page executive summary of their proposal

Proponents shall provide a one (1) to two (2) page corporate resume detailing the proponent firm/partnership's credentials and experience specific to the scope of work detailed in the RFP

Proponents shall provide an organisational chart detailing the structure of the proponent team specific to the scope of work, by position. Individual names should not be included.

Team Composition and Experience

Proponents shall provide, in detail, their credentials related to the scope of

work and any information which documents successful and reliable experience in past contracts, especially those contracts related to the requirements of this Request for Proposal.

A one (1) page resume detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required. These credentials may be subject to verification.

In the event there would be a change in the persons named and assigned to perform the services under the contract, the proponent shall be required to submit, for approval to HRM, the credentials and resumes of the persons the proponent proposes to perform the services under the contract.

Proponents shall provide a list of three (3) applicable client contacts who have contracted for services offered by the proponent which is considered identical or similar to the requirements of this Request for Proposal. The list should include the following information:

1. Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the specific services provided including the year, proponent contract value and final proponent contract value.

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

The proponent shall provide an organizational chart (in the case of multi-disciplinary Joint Ventures, the lead firm will be identified). A Work Breakdown Structure (WBS) and Responsibility Assignment Matrix (RAM) will be provided.

Understanding of HRM Needs and Technical Solution

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.

Proponents shall provide a bar chart indicating significant milestones. The proponent's proposal shall also indicate the number and frequency of the anticipated meetings for the review process. Indicate on the schedule the

critical path. For the purposes of constructing a schedule the proponent shall consider the following:

- The proponent shall use standard calendar dates when presenting the schedule.

Project Management Methodology

An organizational chart clearly identifying team roles and primary contact will be provided (in the case of multi-disciplinary Joint Ventures, the lead firm will be identified.) A Work Breakdown Structure indicating each team member's responsibility and contribution in both days and as a percentage of the total work should be included per the requirements of Section 3

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

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

Sustainability

The Halifax Regional Municipality is committed to purchasing sustainable goods, services, and construction.

To aid the evaluation committee in better understanding the sustainable attributes for this purchase the proponent should prepare the following:

- A brief statement, to maximum of (2) pages, that outlines the proponent's commitment to the sustainable operations of the Halifax Regional Municipality
- Given the requirements in this RFP, describe how the service that you are proposing will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety, and local economic development).
- If the requirement includes a good as part of the RFP, also include the following question:

Considering the manufacture, uses, and end-of-life disposal of the product proposed, describe the sustainable attributes of the product (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety).

Other

Additional brief facts concerning your organization which you feel are critical in evaluating your proposal.

Contractor Safety Management Policy

All Proposals containing a construction or building component must include a completed Contractor Safety Questionnaire, identified herein as Appendix C

Cost Proposal

The cost proposal shall be submitted at the same time as the technical proposal as a separate document in a separate sealed envelope

The Cost Proposal shall include a single page duly signed stating the proponent's firm fixed total price for this service as outlined in the Request for Proposal.

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 (Fixed firm). The cost proposal is to be a separate document.

The total cost shall represent the maximum payment for the project. Price data should include fixed price, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately. Price may not be the determining factor for award. HRM may negotiate a final offer with the selected proponent.

Document Size Restrictions

Elaborate brochures or voluminous examples are neither required nor desired. Your proposal should not be more than 25 typed pages maximum, Times New Roman 12 point font pitch. Digital submissions must not exceed 10Mb.

Number of Proposals to be Submitted

Two (2) copies, one (1) unbound and duly signed and one (1) in digital format on USB drive of each proposal both technical and price components are to be submitted. Technical and price components must be submitted in separate envelopes and as separate digital files on separated drives. In the interest of sustainability, please do not bind your proposal in a 3-ring binder. A corner stapled document shall be considered as bound.

APPENDIX D – Evaluation Criteria

Criteria	Summary	Score
Communication Skills	<ul style="list-style-type: none"> Clarity and readability of written proposal 	5
Team composition and experience	<ul style="list-style-type: none"> Experience of individual team members with projects of similar scope and size Team members' appropriate skills and education Demonstrated history of proposed team in successfully completing projects of a similar nature on time and on budget Balance of level of effort vs. team roles (project mgmt., technical, etc..) 	15
Understanding of HRM needs	<ul style="list-style-type: none"> Understanding of the requirements of the scope of work and HRM organizational structure Acceptable proposed schedule and work plan Value added propositions and recommendations Attention to relevant challenges that the committee has not considered 	20
Technical Solution	<ul style="list-style-type: none"> Solution addresses all technical aspects of the project as identified in the RFP Solution draws on proven methodology Solution is flexible and scalable Solution is cost and time effective 	20
Project Management Methodology	<ul style="list-style-type: none"> Management structure within Proponents organization/ project team Proposed communication methods between proponent team and HRM Quality Assurance standards and practices 	10
Subtotal (Technical Proposal)		
Cost		30
Administrative and Legal Requirements	<ul style="list-style-type: none"> Business registration information &/or plan have been included No or minimal alterations to standard contract have been requested (Section 2.10) Proposal format reflects substantial adherence to instructions provided 	0 BUT POINTS MAY BE DEDUCTED
Total		100

APPENDIX E – FORM OF PROPOSAL

PROPOSAL COVER PAGE AND PROPOSAL SIGNATURE PAGE

FORM OF PROPOSAL COVER PAGE

Firm's Name _____

Contact Person: _____

Address: _____

Telephone: _____

Facsimile: _____

Email: _____

HST Number: _____

Nova Scotia Joint Stocks Registry Number: _____

RFP Number: _____

Date Submitted: _____

Proposal Due Date: _____

PROPOSAL SIGNATURE PAGE

The undersigned duly authorized representative of the Proponent certifies personally and on the Proponent's behalf that all of the representations set forth above and in the Proponent's proposal are complete and accurate.

PROPONENT: _____

Signature _____

Name (printed): _____

Title: _____

Date: _____

The signatory must have the legal capacity to bind the proponent. If the Proponent is a sole proprietorship, a partnership or a corporate body, the Proponent must provide, if requested by the HRM, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to bidders submitting a bid as a joint venture. Failure to properly execute submitted documents or to properly complete the Form of Proposal will result in rejection of your proposal.

APPENDIX F - Water quality monitoring requirements overview

Table 1. Watercourse summary

Watercourse	Sampling Location	Boat Required	Sampling Frequency	Temperature & Flow Loggers	Notes
A	Outlet	No	Spring, Summer, Fall	No	
Albro	Outlet	No	Spring, Summer, Fall	No	
Banook	Deep Station	Yes	Spring, Summer, Fall	No	
Barrett	Outlet	No	Spring, Summer, Fall	No	
Beaver Bank	Deep Station	Yes	Spring, Summer, Fall	no	Access: Lost Creek Golf Club
Beaver Pond	Outlet	No	Spring, Summer, Fall	No	
Bell (Dartmouth)	Dock edge adjacent Deep Station	No	Spring, Summer, Fall	No	
Charles	Outlet	No	Spring, Summer, Fall	Yes	
Conrod	Outlet	No	Spring, Summer, Fall	No	
Cranberry	Deep Station	Yes	Spring, Summer, Fall	No	
Drain	Inlet	No	Summer	No	
Duck	Outlet	Yes	Spring, Summer, Fall	No	
Fenerty	Outlet	No	Spring, Summer, Fall	no	
Fiddle	Outlet	No	Spring, Summer, Fall	No	
Fletchers	Outlet	No	Summer	Yes	
Grand	3 Deep Stations	Yes	Spring, Summer, Fall	Yes	
Kinsac	Outlet	No	Spring, Summer, Fall	yes	
Lisle	Outlet	Yes	Summer	No	
Little	outlet OR shoreline	No	Spring, Summer, Fall	No	shoreline Access: HRM Property, fire station 23
Little Albro	Deep Station	Yes	Spring, Summer, Fall	No	
Little Sackville River	Mouth above confluence	No	Spring, Summer, Fall	Yes	1,2,3
Loon	Deep Station	Yes	Spring, Summer, Fall	No	
Maynard	Outlet	No	Spring, Summer, Fall	No	
Micmac	Deep Station	Yes	Spring, Summer, Fall	No	
Oathill	Outlet	No	Spring, Summer, Fall	No	

Watercourse	Sampling Location	Boat Required	Sampling Frequency	Temperature & Flow Loggers	Notes
Penhorn	Outlet	Yes	Spring, Summer, Fall	No	4
Porter's	PL 1, PL2, PL3 (CBCL study)	Yes	Spring, Summer, Fall	No	
Red Bridge Pond	Outlet	No	Spring, Summer, Fall	No	4
Rocky	Outlet	No	Spring, Summer, Fall	No	
Sackville River	1. Above Landfill. 2. Below Landfill. 3. Mouth above tide	No	Spring, Summer, Fall	Yes	1,2, 3, 5, 6
Second	Outlet	No	Spring, Summer, Fall	No	
Springfield	Stream below Outlet	No	Summer	No	7
Thief	outlet	No	Spring, Summer, Fall	No	
Thomas	Outlet	No	Summer	No	
Thompson	outlet	No	Spring, Summer, Fall	No	
Tucker	outlet	No	Summer	no	
Webber	Outlet	No	Summer	No	

* Low Level (0.002 mg/L for Total Phosphorus, 2 mg/L or 5 mg/L for TSS).
1. TSS samples sampled in flowing water systems should be collected using a depth-integrating sampling procedure using a standard sediment sampling device (for example, DH-48 suspended sediment sampler for wadeable streams).
2. Temperature and dissolved oxygen profiles are to be collected at every station during every sampling event. Profiles should be generated using information collected at 1m intervals. During periods of thermal mixing, intervals can be increased to 3m. For lakes with a maximum depth greater than 20 m, profiling intervals can be increased to up to 3 m below the 20 m level.
3. Grab samples and in-situ measurements should be obtained mid-channel, approximately 0.3m below the water surface depending on water depth.
4. Outlet not accessible from shore
5. Proponent responsible for identifying zone of tidal influence.
6. For sites above and below Hwy 101 landfill, see Appendix H, sites SW1 & SW5
7. Outlet inaccessible

Table 2. Field and Laboratory Parameters

Field Parameters	Lab Parameters
pH, Specific Conductivity, Dissolved Oxygen (mg/L + %), Water Temperature, Air Temperature	Total Phosphorus, Total Nitrogen, Total Suspended Solids, Chloride, Chlorophyll A, E. coli

APPENDIX G – Bathymetric Maps