



REQUEST FOR PROPOSAL

Cogswell Interchange Lands Plan

RFP 12-082

Closing: Friday, November 9, 2012 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

Oct 13, 2012

NOTICE

REQUEST FOR PROPOSAL #12-082
Cogswell Interchange Lands Plan

The Halifax Regional Municipality (HRM) is seeking proposals from qualified multi-disciplinary teams/firms to develop and analyze an integrated set of technical solutions for the possible demolition and redevelopment of the Cogswell Interchange and its associated lands. The examination will include issues related to civil and transportation engineering, urban design and land use and demolition/redevelopment costing and financing. The subject lands are located within the Downtown Plan area of Halifax.

Sealed Proposals, seven (7) bound copies and one (1) in digital format on usb flash drive and one (1) unbound and duly signed for #P12-082, Cogswell Interchange Lands Plan, 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, Friday, November 9, 2012. Proponents are advised that Canada Post does not deliver to the Procurement Office.

All questions concerning the procurement process shall be directed to Stephen Terry, Senior Procurement Consultant, at (902) 490-2175, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to terryst@halifax.ca and those of a technical nature to Peter Bigelow, Manager Real Property Planning, Phone 490-6047, or E-mail to bigelop@halifax.ca.

Instructions, forms, and specifications may be obtained from the Halifax Regional Municipality Procurement Office, (902) 490-5507, Fax (902) 490-6425, Monday - Friday, 8:30 A.M. to 4:30 P.M.

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 a qualified multi-disciplinary team to develop, analyze and recommend an integrated set of technical solutions for the possible demolition and redevelopment of the Cogswell Interchange and its associated lands. The examination will include issues related to civil and transportation engineering, urban design and land use and demolition/redevelopment cost and financing. The result will be a recommended strategy for redevelopment of the Cogswell Interchange Lands. The subject lands are located within the Downtown Plan area of Halifax, Nova Scotia.

1.0 GENERAL INSTRUCTIONS

1.1 Instructions and the Terms of Reference

INSTRUCTIONS AND FORMS: 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.gov.ns.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.
- (h) 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.
- (i) Proposals will 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.

1.2 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.

1.3 Reservations

- (a) 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.
- (b) HRM may waive formalities or technicalities in proposals as the interest of HRM may require.
- (c) HRM may waive minor differences in the proposal provided these differences do not violate the proposal intent.

1.4 Modifications/Addenda

HRM may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the RFP by written addenda issued by the Operations Manager of Procurement or his/her designate only. It is the Proponent's sole responsibility to ensure they have received all addenda prior to submitting their Proposal.

1.5 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.

1.6 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.

1.7 Currency and Taxes

- Prices are to be quoted:
- In Canadian dollars;
 - Inclusive of duty, where applicable;
 - Exclusive of HST.

1.8 Compliance with Laws

The proponent will give all the notices and obtain all the licenses and permits, required to perform the work. The proponent will comply with all laws applicable to the work or performance of the contract.

1.9 Period of Submission Validity

Proposals will be binding 60 Days: Unless otherwise specified, all formal proposals submitted shall be irrevocable for 60 calendar days following proposal opening date, unless the respondent(s), upon request of the Purchasing Agent, agrees to an extension.

1.10 Disputes

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

1.11 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:

- (a) any member of the evaluation team (except those mentioned in this document) or any expert advisor to them;
- (b) any member of Council; and
- (c) any member of HRM staff
- (d) any member of Nova Scotia Department of Transportation and Infrastructure Renewal

2.0 ADMINISTRATION

2.1 Background

Planning and Infrastructure (P&I) is responsible for planning, construction, management and sustainability for various aspects of HRM's infrastructure.

Some key responsibilities of Planning and Infrastructure are:

- Regional Planning
- Capital planning for new municipal infrastructure
- Recapitalization strategies
- Design, construction and delivery of capital projects
- Policy development regarding Asset Management

- Incorporation of environmental sustainability in infrastructure planning and asset management approaches
- Oversight for the Corporate Asset Management Project and the CCC Project.
- Management of municipal land assets

The management units of the business unit are:

- Facility Development
- Infrastructure
- Real Estate
- Energy and Environment
- Regional Planning

2.2 General

Time is of the essence in the contract resulting from this proposal. The time period for completion of the plan is nine (9) months from date of signing of contracts.

2.3 Contract Administration

All questions concerning the procurement process shall be directed to Stephen Terry, Senior Procurement Consultant, at (902) 490-2175, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to terryst@halifax.ca and those of a technical nature to Peter Bigelow, Manager Real Property Planning, Phone 490-6047, or E-mail to bigelop@halifax.ca.

2.4 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.

2.4.1 Information Session NA

2.4.2 Questions

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.

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

2.4.3 Addenda

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.

Responding to this RFP may require the acknowledgement of a specific addendum or multiple addenda as part of the submission. Acknowledgement requirements, whether optional or mandatory, will be defined in the addendum. 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.

2.5 Proponent's Qualifications

No contract will be awarded except to responsible proponents capable of providing the services contemplated.

Proponents must be primarily engaged in providing the services as outlined in this Request for Proposal.

Proponents shall be independent of and not affiliated with any prime service provider or manufacturer.

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.

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.

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.

The proponent must be currently in service of providing the work associated with this project and have been engaged in this field.

2.6 Indemnity

If the contract is awarded, the successful Proponent 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 successful Proponent's acts or those of their subcontractor (s), supplier (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.

The successful Proponent'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.

With regard to any claim against HRM, its Officers, Officials, Employees, Agents and Volunteers by any employee of the successful Proponent, 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 successful Proponent or subcontractor under Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit legislation.

The successful Proponent'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 successful Proponent, their employees, agents or subcontractors.

Relative to acceptance of contracted property or work completed under contract by HRM, any property or work to be provided by the successful Proponent under this Contract will remain at their risk until they are provided with written acceptance by HRM. The successful Proponent will replace at their expense, all property or work damaged or destroyed by any cause whatsoever.

The successful Proponent's obligation under this Indemnification Section will survive the expiry or early termination of this Contract.

2.7 Insurance Requirements

The Proponent 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 Proponent shall obtain such insurance when the Proponent 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.

If requested at any time by HRM, the proponent 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.

If requested at any time by HRM, the Proponent 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.

If requested at any time by HRM, the Proponent 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.

If the Proponent is legally obliged to be covered by Workers' Compensation and Health and Safety regulations, the Proponent shall provide evidence of his coverage and that the premiums have been paid and are up-to-date. Proponent shall also be responsible for obtaining and providing evidence that any Subcontractor is also covered as required by law.

2.8 Method of Purchase

A purchase order will be issued by the Procurement Office for all services performed under this contract prior to the actual services being started.

2.9 Billing and Payment

The proponent shall submit a detailed invoice for services provided to both the Project Manager and the Accounts Payable Department at the following address:

Halifax Regional Municipality
P.O. Box 1749, Halifax, Nova Scotia
B3J 3A5
Attn: Accounts Payable

The invoice shall contain the following information:

Purchase Order Number;
Period of Work;
Itemized List of Services Provided;

- Time spent by each employee on the project in the billing period
- Expenses incurred on the project during the billing period
- A total showing how much money is billed in the current billing period
- A running total showing how much money has been billed previously
- Total billed to date (i.e., current plus previous invoices)
- Show the HST applicable to the entire billing
- A total showing how much is payable on the invoice.

Invoices beyond the original agreed value will not be accepted unless written consent from HRM is obtained. Invoices for extra work must be submitted separately and must be accompanied by a written justification of the work. (Note: Written authorization from HRM is required prior to proceeding with any extra work.)

Payment shall be made upon request of a proper invoice from the proponent and authorized by the head of the department or designee. Normal payment terms for the HRM are 30 days from receipt.

2.10 Exceptions

2.10.1 The proponent shall furnish a statement on company letterhead clearly identifying and giving complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will indicate that the proponent agrees to meet all requirements of the Request for Proposal and that if a contract is awarded, the successful proponent for this RFP agrees to enter into a purchase agreement with HRM which binds the proponent to all terms and conditions and deliverables as stated in this document and it's appendices.

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

2.11 Termination

- (1) Termination for Convenience: The 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 proponent. The HRM shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the bid price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- (2) Termination for Default: When the proponent 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 proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by HRM in re-procuring and completing the work.

2.12 Availability of Funds

The contractual obligations of HRM under this contract are contingent upon the availability of appropriated funds from which payment for this contract can be made.

2.13 Interpretation

The contract resulting from this Request for Proposal shall be construed under the laws of the Province of Nova Scotia.

2.14 Integration

All proposals received shall become the property of HRM. This Request for Proposal document, the proponent'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.

2.15 Non-assignment of Contract

The proponent shall not assign the contract, or any portion thereof, except upon the written approval of HRM.

2.16 Public Information/Proprietary Information

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).

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.

By submitting a proposal, the proponent agrees that HRM may disclose the following sections of the proposal without notification to the proponent:

Section 6.1.1 and subsections 6.1.1.1, 6.1.1.2, 6.1.1.3, and 6.1.1.4: General Information
Section 6.2.2 Proponent's fixed firm total fee

2.17 Privacy

In compliance with section 5(1) of the Personal Information International Disclosure Protection Act (PIIDPA), HRM is required to ensure that any person 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.

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.

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.

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.

2.18 Contract Agreement

The selected proponent will be required to enter a contract agreement with HRM in accordance with the form of contract identified as Appendix C of this Request.

2.19 Relationship of parties

It is clearly understood that each party shall act in its individual capacity and not as an

agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Proponent is an independent contractor in the performance of work and the provision of services under this Contract.

2.20 Intellectual Property Rights

HRM will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract. Proposals regarding these rights should not be submitted in response to this Request for Proposal and will not be considered in evaluating responses. If in the future HRM elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

2.21 Confidentiality

The selected proponent agrees not to release or in any way cause to release any confidential information that pertains to the HRM unless they have been specifically approved to do so in writing.

2.22 Added Value

HRM is interested in maximizing the value of expenditures at it relates to achieving additional value that would further benefit HRM and its operation, as well as its community of citizens and their tax based funding. As such, bidders are encouraged to consider, develop and propose added value concepts, programs, components and the like that would further enhance the proposed acquisition represented in this solicitation request.

2.23 Contractor Safety Management Policy

2.23.1 The proponent shall:

- a) Comply with all health and safety and environmental legislation in the performance of this contract and to practice the principles of proactive Due Diligence.
- b) Maintain a safe and healthy work environment during the performance of this contract.
- c) ensure compliance with the provisions of HRM Contractor Safety Management Policy as found on HRM's web site at www.halifax.ca/procurement

2.23.2 The Proponent shall

- a) Comply with all health and safety and environmental legislation and any HRM policy or procedure applied to or applicable to this contract is a condition of the contract.
- b) Permit HRM to audit or inspect my/our health and safety and environmental records during the term of the contract and upon its conclusion and to co-operate fully with any such audit or inspection.

2.23.3

The Proponent shall agree:

1. that HRM may address contractor safety deficiencies in the following progressive steps:
 - a) The problem will be identified to the Proponent, (site supervisor).
 - b) The Proponent's head office will be contacted about the problem, orally and followed up in writing.
 - c) The Contract may, at the discretion of HRM, be suspended or terminated and/or payment withheld by HRM.
 - d) If required to do so by legislation, HRM will immediately report the problem to the appropriate regulatory authority
2. that depending upon the nature and/or seriousness of the deficiency HRM reserves the right to bypass any or all of the steps described in subsection 2.23.3(1)

2.23.4

The Proponent shall acknowledge they have read the HRM Contractor Safety Management Policy as found on HRM's web site at www.halifax.ca/procurement and that the proponent understands and shall undertake to adhere to the terms of this Policy and to co-operate with HRM in its efforts to ensure compliance thereunder.

3.0 PROJECT BACKGROUND AND FRAMEWORK

3.1 Project Background

The Cogswell Interchange is a piece of downtown vehicular infrastructure built in the late 1960s. It was an early phase of an urban renewal plan to create an elevated "Harbour Drive" expressway along the Halifax waterfront and clear large areas of the older city for redevelopment. The expressway was intended to loop around the southern tip of the Halifax Peninsula and then extend over the Northwest Arm to the Mainland South area of Halifax. Heavy citizen protest prevented the expressway project from continuing, thereby protecting what is today known as Historic Properties and spurring redevelopment of the historic Halifax waterfront. The interchange did improve access into the downtown but is regarded as overbuilt for the city's needs. Its construction saw the demolition of over 150 buildings of varying condition and character. No one can definitively say how the city

may have developed without this action; however it is well supported that the interchange effectively separated the downtown from the “North End” and, along with other actions, fostered a physical and social barrier. As the interchange infrastructure nears the end of its current life the opportunity exists to redevelop the area to grow and strengthen the centre of the municipality through accommodating future development and reconnecting to neighbourhoods to the north and west.

There has been a longstanding public interest in proceeding with removal of the interchange and the introduction of a new streets and development which will link the downtown and the North End. The Halifax Regional Municipality has undertaken conceptual thinking around the opportunities presented by redevelopment of the Cogswell. These are embedded in the Downtown Halifax Secondary Municipal Planning Strategy.

More recently, Halifax Regional Council has authorized staff to take a more detailed look at the technical requirements and financial implications associated with such an undertaking. It is this technical examination that is the purpose of this Request for Proposals (RFP). This plan will entail developing engineering, urban design and financial solutions with the aim of meeting transportation, utility, public realm, downtown intensification, urban form and financial objectives of the municipality. The Plan is to include an approach for removal of the interchange, the introduction of new streets and utility corridors, the creation of new development parcels, proposed building height and massing, development of urban design principles, solutions for dealing with challenging grades and a financial analysis/plan which will best accomplish the end goals.

The results of this study will then be combined, by HRM, with an updated structural assessment of the interchange and Demand, Capacity & Baseline Indicators for the Downtown (to be completed by others) along with other current strategies for the Downtown to determine the near, medium and long term direction for the Cogswell and how it fits with the Municipality’s aspirations for downtown.

3.1.1. Need

In 2006, Halifax Regional Municipality (HRM) launched a major urban design project for the Regional Centre. This project includes new policy and plans for downtown Halifax, Dartmouth, and the surrounding Regional Centre. The project, referred to as “HRM by Design” (mandated by HRM’s 2006 Regional Plan) establishes a growth framework to densify the Regional Centre as the principal district for employment and population. In mid-2009, the HRMbyDesign process delivered a new Downtown Halifax Secondary Municipal Planning Strategy (MPS), Downtown Halifax Land Use Bylaw(LUB), and extensive new design guidelines known as the Downtown Halifax Design Manual. These are key framing documents in the technical examination of the Cogswell and provide the context for this plan.

The MPS identifies the redevelopment of the “Cogswell Interchange lands” as a future priority, forming one of the “Ten Big Moves” envisioned for downtown Halifax. The MPS highlights the unique potential of the Cogswell Interchange lands designating this area as a major gateway to downtown Halifax, and as a mid-to long term growth area for intensifying and reconnecting Downtown Halifax to the central and north ends of the Peninsula community. The MPS identifies the Cogswell Interchange area as “Precinct 8” and provides a high level vision for the area.

The MPS calls for HRM to undertake a, “Cogswell Interchange Functional Plan” (Policy 50, page 46). This RFP represents the most substantive part of that effort. This work will be used to inform public and Council discussions on the strategic and tactical direction for the Cogswell and downtown. Key areas for consideration in HRM’s approach to the Cogswell lands identified in the downtown plan are:

- the nature of new land uses and how they will strategically support the long term economic functions of downtown Halifax,
- achieving design excellence and ensuring appropriate transition in land use and built form of development to nearby neighbourhoods,
- the re-design of an at-grade street network to ensure integration with existing communities and with urban design & regional transportation objectives, and
- the appropriate timing of bringing Cogswell Interchange lands into the development market to support continued infilling of vacant lands in the traditional central business district.

Part of the unique and unprecedented potential inherent in the redevelopment of the Cogswell Interchange is an opportunity to showcase the 2006 Regional Plan’s vision for, “healthy, vibrant and sustainable communities” in the Regional Centre. Implicit in the Regional Plan and HRM by Design, is the desire to establish HRM as a leader in sustainable community development via sustainable community design principles, green infrastructure design, and innovative green technologies.

Previous Studies for the Cogswell Street Interchange:

Over past several years, Halifax Regional Council has advanced ideas with respect to the Cogswell Interchange lands through;

- Initiation of the Vaughn Engineering study to determine the feasibility of replacing the Cogswell Interchange with an at grade street network (2001)
- Initiation of a best practices study for redeveloping the Cogswell Interchange following Council’s approval of the vision for the Capital District (2002);
- Adoption of the Regional Plan which contains policies to promote Cogswell

- Interchange as a key area for intensification and economic growth and development; (2006)
- HRMbyDesign's, "Downtown Halifax Vision", garnered support for initiating planning and design work in the redevelopment of the Cogswell Interchange. (February 2008);
 - Council approval of budgetary funding for interim maintenance work for the Interchange (2008) based on structural assessments of the asset;
 - Council Approval of the Cogswell Interchange Master Plan principles and approach in February 2009 including directing staff by way of motion to issue "an RFP for consulting services to produce a detailed plan for the removal and re-design of the Cogswell Interchange".

In addition to these key milestones;

- There have been numerous studies conducted over the past decade which examine the Cogswell Interchange as a candidate site to host a variety of larger civic related uses.
- HRM and the Province of Nova Scotia have completed engineering assessments of all major interchanges within HRM to assess structural condition. This assessment identifies the need for staged maintenance to several of the ramps within the Cogswell Interchange. Capital work in the order of \$1million dollars was carried out in 2009-11 with the intention to extend the structure's life until approximately 2019. Future capital maintenance will have to be carefully assessed in light of the potential for demolition of the interchange and redevelopment of these lands. This study will be a key component in determining further investment in the existing infrastructure.

These documents as well as other background information are available to proponents through the project website at <http://www.halifax.ca/RealPropertyPlanning/CogswellInterchange.html>

3.1.2 Goal

The redevelopment of the Cogswell Interchange is strategic to realizing HRM's urban design, sustainability and economic objectives. It is the intent of this study to bring together all thinking done to date and any new considerations to produce a comprehensive technical analysis and approach to the future of the Cogswell Lands. This comprehensive examination will give HRM a solid framework to make decisions regarding future investment, maintenance and development of these lands.

3.1.3 Objectives/Critical Path

The study will develop and combine engineering and urban design solutions and financial analysis to develop a preferred approach to redevelopment of the Cogswell Interchange Lands. To that end the study will examine two scenarios;

- 1) A “fine grained approach” with low to medium intensity development with a street grid similar to the small scaled narrow streets to the south and
- 2) A “bookend to the downtown” approach with medium to high density development with larger streets and lots.

The report will make a final recommendation as to a preferred approach, considering all objectives articulated by HRM. That approach may result in choosing one scenario over another or a hybrid of the two.

The objectives of this Plan are:

- A. to prepare an urban design plan for the redevelopment of the municipally owned Cogswell Interchange lands and other lands in Precinct 8 in keeping with the Downtown Halifax Secondary Municipal Planning Strategy and other related documents to the level set out in the adjacent MPS precincts.
- B. create a conceptual workable at-grade Street Network Plan for the study area, establishing a rational hierarchy of streets reflecting their intended function in supporting traffic, transit, parking, cycling, pedestrian circulation and utilities;
- C. to identify Cogswell Interchange lands suitable for a major transit hub for Downtown Halifax and a gateway for transit, vehicles, cyclists and other commuters to downtown.
- D. to support the redevelopment of Precinct 8 as a model “green district” by building on Canadian and international precedents (i.e. Dockside Green, Victoria, B.C), and incorporating innovative sustainable development practices and technologies into the proposed Plan;
- E. to recommend optimal timing and phasing for the redevelopment in consideration of on-going maintenance requirements and the need for continuity of services through and around the area;
- F. to develop a recommended financial strategy for the removal of the Cogswell Interchange and redevelopment of the municipal and surrounding Precinct 8 lands that addresses the objectives above;.

3.1.4 Requirements

Due to possible development pressure/opportunities within the study area, the age of the structure, the potential for future substantial capital repairs and the necessity to maintain this area as an important access into the downtown, there is an immediate necessity for a master redevelopment plan capable of being implemented on relatively short notice. Therefore the plan shall consider a phased implementation approach with continuity of service and interim uses as a primary requirement.

3.1.5 Constraints

The Cogswell Interchange Lands Plan shall include the following study area: the Cogswell and surrounding area as defined through HRM by Design, including Barrington street as far south as Duke street, Cogswell street as far west as North Park street, Halifax Harbour to the east and Barrington/Upper Water Street extending as far north as Cornwallis Street, as illustrated in Appendix F. This area includes Precinct 8 as well as components of Precinct 7 and Precinct 9 of the Downtown Halifax Municipal Planning Strategy.

The study area for the required Street Network Plan shall include the Downtown Halifax Plan area as defined in The Downtown Halifax Secondary Municipal Planning Strategy.

3.1.6 Assumptions

Unless otherwise instructed by HRM, the Consultant shall assume that:

- A. HRM will want to remove the interchange and introduce a new at grade street network.
- B. Economic circumstances including rates of growth will remain as they are at present.
- C. Halifax Regional Municipality Municipal Engineering Specifications (Red Book) Standards may be altered slightly to accommodate alternative standards where warranted.
- D. Developed lands immediately adjoining the subject lands will not be significantly modified, if at all, to accommodate the development of the municipal lands.
- E. Major utility infrastructure, including pipes and cables will need to be considered and major changes to servicing avoided.
- F. Traffic, pedestrian, bicycle and transit flow and functionality will be enhanced.

- G. The plan shall conform with all applicable guidelines, regulations and approval procedures in the Downtown Halifax Secondary Municipal Planning Strategy, Land Use By-law and Downtown Halifax Design Manual;
- H. Capital upgrades to the Cogswell Interchange may be needed in the short term to address ongoing maintenance & operational requirements.

Municipal staff appreciates that consultant teams may wish to suggest alterations to the methodologies laid out in this document based upon their past experience with projects of similar content and scope. HRM's ultimate goal is to achieve the best possible result, so where consultants feel that an amended methodology is desirable and the amended methodology is clearly described and justified, municipal staff may, at their discretion, approve it.

3.2 Project Framework

A Steering Team of municipal and provincial representatives will be available to the consultants to clarify, discuss and guide objectives as well as a technical team representing various requirements in engineering, urban design and financial sustainability. The framework for those resources is articulated below.

4.0 PROJECT OBJECTIVE

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

5.0 DETAILED SCOPE OF CONSULTING SERVICES

HRM requires consulting services along the following themes:

- Transportation and Transit Engineering
- Civil Engineering
- Urban Design and Planning
- Quantity Survey and Costing
- Real Estate and Development Financial Analysis and Strategy

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

5.1 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 are approved by the HRM project manager.

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, therefore a written monthly progress report is required to be submitted and consist of the actual schedule achieved overlaid on the original base schedule submitted by the proponent at the start up meeting. For instances where the schedule has not been achieved, a brief written explanation as to why shall be included. The progress report can be submitted either as a hard copy or as an attachment to an electronic e-mail.

The Project Manager shall:

- A. 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.
- B. Meet and liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, and members of the community, as required.
- C. Provide copies to HRM of all correspondence related to the project including agreements reached on behalf of HRM.

HRM will assign a Project Manager from its Planning and Infrastructure Business Unit department to coordinate information exchanges and schedule meetings and activities with the Consultant. The Consultant will likewise be expected to assign a Project Manager to fulfill this function.

The Consultant will maintain frequent, open lines of communication with HRM's Project Manager and will be expected to report to the Project Manager through a review process to be proposed by the Consultant, including meetings at various stages of the work program, and regular written progress reports. Work progress shall be measured against a defined budget and work schedule.

A project steering committee will be established to guide the project management with representation from HRM, Province of Nova Scotia. Representation from the Municipality will come from the following business units: Planning and Infrastructure, Community and Recreation Services, Transportation and Public Works, Metro Transit and Finance. The consultants will be required to attend and deliver progress reports to the project steering committee jointly with the HRM's Project Manager.

Technical Committee: The project Management Team will work closely with a Technical

Committee, which will be made up of HRM and Province of Nova Scotia staff professionals in the areas of Regional Planning, Heritage Planning, Transit, Transportation and Public Works, Sewer and Water, Traffic, Housing, Streetscape Design, Engineering and Design, and Real Property Management. The Department of National Defense will be invited to participate in the manner they deem to be most suitable.

The Consultant shall work with HRM's Communications Specialist who will be responsible for delivery of an overall communications strategy for the project including coordination of logistical event support and external communications including web site updates and media relations.

5.2 Community Engagement Strategy

The municipality seeks a collaborative approach. 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 can be accessed on HRM Website at: <http://www.halifax.ca/crca/documents/CommunityEngagementStrategyDec92008.pdf>

Traditional public consultation is not a requirement of this RFP. A good deal of public discussion and visioning has already ensued over the question of "what to do with the Cogswell". This has been undertaken through municipal planning studies, academic projects, private land owner and business initiatives and Non-Government Organization forums. It is not the intention of this study to repeat those public processes and discussions but rather to consider them in the formulation of technically feasible and publically beneficial solutions. Key material and key leaders involved in those efforts will be made available to the successful proponents to further refine the understanding of those ideas, objectives and concerns. This will be accomplished through a HRM sponsored and organized Forum. The successful proponents will be expected to help design and attend this session, as one of the key consultant responsibilities is to become familiar and understand the public thinking which has preceded this exercise.

5.3 Reporting and Deliverables

The Consultant is to complete this assignment through the delivery of a report addressing the following matters:

Deliverables;

Through the development and examination of the previously mentioned 1) "fine grained" scenario and the 2) "bookend scenario" the consultant will;

1. recommend a preferred development scenario and urban design guidelines to refine the vision and design principles for the Cogswell Precinct (Precinct 8) articulated in the Downtown Halifax Secondary Municipal Planning Strategy. The urban design strategy shall address the following goals of HRMbyDesign:
 - complete, mixed use neighbourhoods,
 - vibrant and competitive Downtown
 - connectivity between downtown and north end intensified downtown with high rise signature architecture in the Cogswell Precinct that transitions to surrounding neighbourhoods and land uses.
 - enhanced public and visual access to the waterfront
 - remediation of existing developments in the Cogswell Precinct
 - high quality public realm and new public open spaces and
 - Cogswell Precinct as gateway and major transit hub for downtown Halifax.
 - a feasible and effective approach to sustainability using innovative green technologies and infrastructure design to create a model Green Precinct.

The scenario examination and preferred development recommendation shall include:

A. Street Layout

At grade street solutions integrated into the surrounding transportation grid capable of carrying existing and future vehicular, bicycle, pedestrian and transit loads as identified by the Municipal Transportation Planner.

B. Urban Form

Built form concepts in accordance with the Downtown Halifax Secondary Municipal Planning Strategy, Land Use By-law and Downtown Halifax Design Manual. The urban design plan shall include integrated conceptual plans and refined height and massing design guidelines for development parcels public spaces and streets, development parcels within Precinct 8.

C. Development Parcel Identification

Proposed lotting configurations of newly created municipal properties with attention to economically viable and developable lots meeting market requirements. Consideration should also be given to identifying key lots for special consideration in meeting civic and urban design objectives articulated in the Downtown Municipal Planning Strategy.

D. Integrated Transit

Location and layout of transit facilities necessary to accommodate the creation of a transit hub for the downtown area integrated with pedestrian, bicycle and vehicular systems.

E. Public Realm Streetscapes and Open Spaces

Articulation, character and location of parks, open spaces and streetscapes to create a liveable and desirable precinct in conjunction with other components of the open space system found in surrounding areas.

F. Schematic Grading

Regrading of the interchange lands at a .5 m (one half metre) contour in order to create a viable streets network, developable properties and sewer, water and stormwater system integrated into existing developments and systems.

G. Infrastructure and Utilities Routing

Routing solutions to accommodate necessary utility services to and through the area. This will require an understanding of services in the area currently.

H. Environmental Remediation Considerations

A desktop examination of environmental risks associated with the site and recommended strategies to deal with any identified risks integrated into the overall plan.

I. Sustainable Community Development Best Practice Recommendations

In accordance with the goals of the Downtown Municipal Planning Strategy, identify and integrate sustainable development practices into the plan including but not limited to; active transportation, district heating, waste management practices, seawater cooling and water conservation measures.

The elements above shall be synthesised into the following;

J. Demolition/Disposal and Municipal Infrastructure Reconstruction Strategy

An Interchange Demolition & Municipal Infrastructure Reconstruction Strategy which shall include up to date cost estimates and scheduling for the demolition of the existing conditions and reconstruction of new infrastructure and site development. The Plan shall include, but is not limited to, detailed ownership survey, location of abandoned and active infrastructure, consideration of archaeological and environmental issues, current quantity survey of the demolition costs and road construction costs. The roadway network is to be designed to a functional level, sufficient to demonstrate implementation feasibility, grading, right of way requirements capable of accommodating traffic requirements and public realm objectives and to provide a Class C estimate of demolition and road construction costs. The costing shall consider opportunities to minimize disruption to existing underground infrastructure. The strategy shall also incorporate a service continuity plan enabling critical functions to be accommodated during demolition and redevelopment. Consideration shall be given to the optimal timing in relation to anticipated future maintenance requirements.

K. Financial Strategy, Marketing and Implementation Plan

A market assessment & strategy should provide an estimate of the total floor area which could be expected to be devoted to retail, office, and institutional, residential and other uses and provide an estimate of the additional tax revenues and costs that HRM could expect. This strategy shall also include a market valuation analysis of potential developments for municipal lands to be sold to the private sector or other levels of government and the associated economic impact to HRM. The marketing strategy shall include a preferred disposal method for maximizing the value of lands to be sold and a phasing plan that considers the optimal staging of development/reconstruction and potential impact in relation to the goals of infilling and densifying the downtown. An interim use strategy and phasing plan shall be provided that maximizes revenue opportunities to support the proposed redevelopment plans.

The consultant team shall provide HRM with seven bound colour (7) copies, one unbound copy and draft and one electronic PDF copy of the final report. Reports, drawings, and calculations shall be in metric units. Reports, and drawings shall be stamped by a Professional Engineer registered to practice in Nova Scotia as applicable. Drawings shall be to a scale appropriate to the design depiction and shall comply with HRM standards.

Plan Diagrams

The design shall be articulated on a series of plans of sufficient size, scale and quality to easily communicate the intent of each one of areas of examination and correlate to the financial analysis.

Conceptual Computer Models

HRM uses a HRM sketchup model of its downtown in analysing existing conditions and proposed changes to the downtown. The project will produce sketchup models of the scenarios and recommended solution for the Plan area illustrating street, general urban form, grading and lotting at a level of detail matching and capable of being integrated into that model. (see HRM Project Website for example of the HRM Downtown model)

Electronic copies of all information (reports, drawings, and calculations; e.g., spreadsheets, computer model data files, etc.) shall be provided to HRM on a USB flash drive. 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. The intention of interim and final reports and drawings are that they will be utilized by municipal staff and others working to advance this initiative at subsequent stages. The ability to easily transition information for continued work is a requirement. Therefore original working files are required in addition to PDF copies. Drawings, spreadsheets, written word, computer

models, GIS mapping etc shall be provided as software files in a format compatible with to HRM software and version. HRM uses Word, Excel, PowerPoint, AutoCAD, ESRI GIS, Sketchup.

The successful proponent will be required to sign a data sharing agreement for data provided by HRM to the consultant for the project.

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

Headline: Project Drive
Title: Cogswell Interchange Lands Plan
RFP Ref: 0*_***
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.

6.0 PROPOSAL SUBMISSION

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.

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.

Sealed Proposals will be received by HRM Procurement Section, Suite 103, 1st Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5

6.1 Submission Requirements

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

6.1.1 General Information

6.1.1.1 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.

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

6.1.1.3 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

6.1.1.4 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.

6.1.2 Team Composition and Experience

6.1.2.1 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.

6.1.2.2 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.

6.1.2.3 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.

6.1.3 Understanding of HRM Needs and Technical Solution

6.1.3.1 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.

6.1.3.2 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 project is anticipated to commenced the second week of January 2013 and end with full deliverables the second week of September 2013. Required presentations to HRM Senior Management and Community Planning & Economic Development Standing Committee will be made after that time.

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

6.1.4 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, tele-conference, etc.) of the anticipated meetings. Meeting dates should also be included in schedule per requirements of section.

6.1.5 Sustainability

HRM 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 HRM
- 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).

6.1.6 Other

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

6.2 Cost Proposal

- 6.2.1 The cost proposal shall be submitted at the same time as the technical proposal as a separate document in a separate sealed envelope
- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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. Included in that cost will be one presentation to senior management and one other presentation to Halifax Regional Council's Standing Committee on Community Planning and Economic Development. The consultants presentation team shall consist of key individuals who have carried out the work and arrived at the recommendations.
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.
Anticipating that there may be additional questions or discussions required as the future of the Cogswell is debated by Council and the public, proponents shall also indicate a per diem and cost schedule for key personnel attached to the project, should they be required to participate.

6.3 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.

6.4 Number of Proposals to be Submitted

Seven (7) bound copies, One (1) unbound and duly signed and one (1) in digital format on flash 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.

7.0 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.

7.1 Evaluation Process

Each Proposal will be evaluated using the following process:

Stage 1: Verify each bid's compliance to the Mandatory Criteria identified below, and disqualify any bids that fail to meet these.

Stage 2: For bids that pass the Mandatory Criteria, evaluate and score each one, using the Desirable Criteria and weights.

Stage 1 – Mandatory Criteria

The proposal must meet all of 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.

1. The proposal must clearly demonstrate the proponent's experience and ability to fulfill the service requirements identified.
2. All Cost Proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.
3. The Proposal must demonstrate the proponents full understanding of the RFP.
4. The Proposal must identify and demonstrate the presence and substantial contribution of;
 - an experienced senior Urban Planner
 - a senior Engineer with primary experience in transportation planning
 - a senior Engineer with primary experience in civil engineering
 - a quantity surveyor
 - a senior individual with proven practice and expertise in Real Estate Development Economics and Real Estate Investment Analysis.

Stage 2 – Proposal Evaluation Criteria

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.

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.

HRM reserves the right to deduct points from the Technical Proposal evaluation per Appendix A, Proposal Evaluation Criteria based on assessment of risk as follows:

- Low risk – exceptions or omissions to RFP terms and conditions and/or format indicate no risk or low risk to successful completion of project: (-0) to (-5) points
- Medium risk – exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated using HRM resources: (-5) to (-25) points
- High risk – exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated but will require significant HRM resources: (-26) to (-50) points
- Unacceptable risk – exceptions or omissions to RFP terms and conditions and/or format indicate a high probability of project failure: (-50) to (-100) points

7.2 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 21 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.

8.0 AWARD OF PROPOSALS

- 8.1 HRM reserves the right to modify the terms, or cancel, or reissue the Request for Proposals at any time at its sole discretion.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9.0 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
 Evaluation Criteria

Criteria	Summary (considerations may include but are not limited to the following)	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"> Sector specific experience of the Proponent Firm 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 	15
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 	25
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 	5
Subtotal (Technical Proposal)		
Cost		35
Administrative and Legal Requirements	<ul style="list-style-type: none"> Based on level of risk identified in Stage 2 technical evaluation. 	0 BUT POINTS MAY BE DEDUCTED
		100

APPENDIX B:
PROPONENT'S GENERAL INFORMATION

PROPONENT NAME: _____

ADDRESS: _____

CONTACT NAME: _____

EMAIL ADDRESS: _____

TELEPHONE: _____ FAX #: _____

BUSINESS PROFILE (PLEASE CHECK THE APPROPRIATE BOX)

I AM A BUSINESS REGISTERED IN NOVA SCOTIA OR NEW BRUNSWICK. MY REGISTRY OF JOINT STOCKS COMPANIES (NS) OR CORPORATE AFFAIRS REGISTRY (NB) PROFILE IS ATTACHED

I AM A BUSINESS THAT OPERATES IN NOVA SCOTIA OR NEW BRUNSWICK BUT IS DOES NOT HOLD VALID AND UP TO DATE REGISTRATION IN EITHER OF THESE JURISDICTIONS. MY PLAN TO OBTAIN REGISTRATION SHOULD I BE AWARDED A CONTRACT AS A RESULT OF THIS SOLICITATION IS ATTACHED

THIS PROPOSAL HAS BEEN SUBMITTED IN THE PROPONENT'S PERSONAL NAME. THEREFORE A REGISTRY OF JOINT STOCKS COMPANIES (NS) OR CORPORATE AFFAIRS REGISTRY (NB) PROFILE HAS NOT BEEN SUBMITTED

THIS PROPOSAL HAS BEEN SUBMITTED BY A PROPONENT WHICH IS A REGISTERED BUSINESS IN ANOTHER JURISDICTION AND THE WORK WILL NOT BE PERFORMED IN NOVA SCOTIA. THEREFORE A REGISTRY OF JOINT STOCKS COMPANIES (NS) OR CORPORATE AFFAIRS REGISTRY (NB) PROFILE HAS NOT BEEN SUBMITTED

PROPONENT SIGNATURE

DATE

PRINTED NAME AND TITLE

APPENDIX C
FORM OF CONTRACT

THIS AGREEMENT made this nnth day of mmm, yyyy

BETWEEN:

The Halifax Regional Municipality (HRM)

OF THE FIRST PART

- and -

XXXXXX

(hereinafter referred to as "the Supplier")

OF THE SECOND PART

In consideration of the mutual promises contained in this Agreement, the parties covenant and agree as follows:

1. SERVICES

1.1 The Supplier shall, during the period commencing on the nnth day of mm, yyyy, and ending on the nnst day of mm, yyyy, provide the services to HRM as outlined in Schedule "A" attached hereto.

1.2 The Supplier shall perform the work under the direction and always to the satisfaction of the HRM

1.3 When anything is required to be done by HRM, it may be done by anyone duly authorized to act on behalf of HRM.

2. PAYMENT

2.1 Subject to article 2.3 HRM, for the satisfactory performance of the services referred to in article 1.1, shall pay the Supplier in respect of the period during which services are performed in accordance with the fee structure and work estimate set out in Schedule "B" attached hereto.

2.2 HRM shall remit to the Supplier the amount of any outstanding invoices due to the Supplier under article 2.1 after presentation by the Supplier to HRM, on each instance, of a statement, certified correct and approved by the appropriate officer of the HRM, showing inter alia, that the Supplier performed the services during the period in respect of which the amount is to be paid.

2.3 Notwithstanding anything else contained in this Agreement, unless prior written approval of HRM is obtained, the total amount payable to the Supplier under the Agreement shall not exceed AMOUNT dollars (\$nnnn.00) in Canadian funds (not including taxes) and no work in excess of this limitation shall be undertaken.

2.4 The Supplier shall maintain appropriate accounting records for the services provided under this Agreement and shall make available to HRM such accounting records for audit purposes as HRM may require.

3. TERM OF AGREEMENT

3.1 The term of this Agreement shall be as defined in article 1.1 of this Agreement.

3.2 Notwithstanding article 3.1, this Agreement may be terminated by HRM upon giving at least thirty (30) days notice in writing to the Supplier.

3.3 Notwithstanding articles 3.1 and 3.2, this Agreement may be terminated by HRM without further liability, damage or cost, if, in the opinion of HRM, the Supplier has breached or defaulted or failed to comply with any of the terms and conditions of this Agreement and has failed to remedy the same after being given five days notice in writing to remedy the breach, default or failure.

3.4 Completion by the Supplier of the services outlined in article 1 or termination of the Agreement by HRM in accordance with article 3.2 or 3.3 shall in no way relieve or be deemed to relieve the Supplier from any ongoing duties, obligations or liabilities which may arise from this Agreement, including but not restricted to those set out in articles headed Confidentiality, Rights in Data, and Liability and indemnity.

3.5 In the event of termination, in accordance with article 3.2, HRM will pay the Supplier an amount calculated under the terms of payment for all work performed and accepted together with such further amount as will in the opinion of HRM compensate the Supplier for reasonable expenses continuing after the date of termination, less any amounts that have been previously paid to the Supplier under article 2.

3.6 The parties may by mutual consent extend this Agreement by giving written notice of intent to do so on or before the termination date defined in article 1.1 of this Agreement.

4. COPIES

4.1 In the event of termination of this Agreement or of the completion by the Supplier of the services outlined in article 1, the Supplier shall deliver to HRM all materials including, but not restricted to, all research, reports, papers, tapes, slides, films, photographs, audiovisual material, and all input data or other information submitted to the Supplier or developed by the Supplier in the performance of this Agreement, whether in draft or completed form.

5. CONFIDENTIALITY

5.1 The Supplier shall keep private, treat as being confidential, and not make public or divulge during as well as after the term on this Agreement, any information or material to which the Supplier or staff becomes privy as a result of acting under this Agreement without having first obtained HRM's consent in writing. Such information shall be provided strictly and solely to those people who are assigned to the performance of the services outlined in Schedule "A".

5.2 The Supplier shall comply with the requirements set out in Schedule "C" (Personal Information ("P/I") Protection Schedule).

6. RIGHTS IN DATA

6.1 All research, reports, papers, material, audio-visual material and information forming part of or produced in the performance of this Agreement and all copyrights, patents, trademarks, industrial designs and other property rights arising therefrom, are the sole property of HRM, and are hereby assigned by the Supplier to HRM, provided that the pre-existing intellectual property rights in materials and information belonging to the Supplier shall remain with the Supplier. The Supplier also waives all claims to moral rights in respect of that which is assigned.

6.2 The Supplier shall not divulge, release or publish any such research, reports, papers, material, audio-visual material or information, in whole or in part, without first having obtained written permission from HRM. HRM reserves the right to publish or release in whole or in part, to publish an amended version and not to publish or release at all, or to use or not use as HRM may deem fit, any research, reports, material, audio-visual materials, or information produced in the performance of this Agreement.

6.3 The Supplier shall ensure that HRM has all licenses required for any software that may be used pursuant to this Agreement.

6.4 The Supplier hereby grants to HRM a non-exclusive license in perpetuity to use any computer software, designs or similar materials of a generic nature to which the Supplier holds copyright, and that may be included in any work product delivered to HRM under this Agreement.

6.5 Notwithstanding the above, the copyright to any computer software, designs or similar materials of a generic nature bearing the copyright of the Supplier that may be used in the performance of the Supplier's services under this Agreement, or that may be included in any work product delivered to HRM, shall remain with the Supplier. The Supplier shall not claim a copyright to any material which is not legitimately the Supplier's work, and shall not claim a copyright to any work developed using the HRM's funds or to any work which is unique to this Agreement. HRM may modify any such materials as required, so long as the Supplier's original copyright notification is not deleted or changed. HRM shall not permit any party other than HRM to make use of such material without the permission of the Supplier.

7. INDEPENDENT CONTRACTOR

7.1 It is understood and agreed that this Agreement is a contract for the performance of a service and that the Supplier is engaged as an independent contractor and is not nor shall be deemed to be an employee, servant or agent of HRM.

8. COMPLIANCE WITH LAWS

8.1 The Supplier shall give all the notices and obtain all the licenses and permits required to perform the work. The Supplier will comply with all laws applicable to the work or performance of the Agreement.

9. WORKERS' COMPENSATION

9.1 The Supplier shall comply with the Nova Scotia Workers' Compensation Act. Prior to receiving payment under this Agreement, HRM may require the Supplier to submit a Workers' Compensation Board (WCB) Clearance Letter indicating that all WCB assessments have been paid.

10. LIABILITY AND INDEMNITY

10.1 HRM shall not be liable for any injury or damage (including death) to the person or for the loss of damage to the property of the Supplier in any manner based upon, occasioned by or in any way attributable to the Supplier's services under this Agreement unless such injury, loss, or damage is caused solely and directly by the negligence of an employee of HRM while acting within the scope of his or her employment.

10.2 The Supplier shall use due care in processing HRM's work. The Supplier shall not be liable for any indirect or consequential damages related to the services performed under this Agreement unless caused by the Supplier's negligence.

10.3 The Supplier agrees that it shall at all times indemnify and save harmless the HRM, Halifax Regional Council, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Supplier, its servants or agents in carrying out this Agreement.

11. PERFORMANCE

11.1 The Supplier shall faithfully, honestly, and diligently service HRM during the period of this Agreement.

11.2 It is understood that the Supplier shall provide office space equipped with such furniture, together with such staff and other services and equipment as may be necessary for the carrying out of the services required under this Agreement. HRM may provide at their discretion and for such time period as HRM deems appropriate, office space and facilities to the Supplier as may be necessary for the carrying out of all or part of the services required under this Agreement.

11.3 HRM reserves the right to demand that the Supplier replace any individual who is working on the project and who is found to be unsuitable in HRM's sole discretion.

12. TITLE AND ACCEPTANCE

12.1 Except as otherwise provided in this Agreement, title to the product defined in Schedule "A" attached hereto or any part thereof shall vest in HRM upon delivery to and acceptance by HRM. Upon any payment being made on account of materials, parts, work in process, or finished work, title to the goods and services so paid for

shall vest and remain in HRM, and the Supplier shall be responsible therefor, it being understood and agreed that such vesting of title in HRM shall not constitute acceptance and shall not relieve the Supplier of its obligations to perform the work in conformity with the requirements of this Agreement.

13. PRODUCTS TO BE DELIVERED

13.1 Under this Agreement the Supplier will deliver the items as referred to in the Schedule "A" attached hereto to HRM, and these items shall conform to the format and standards established by HRM during the course of the Agreement and conveyed to the Supplier by notice.

13.2 No work shall be considered complete until it has been accepted and approved in writing by HRM.

14. FORCE MAJEURE

14.1 The Supplier shall not be liable for failure to provide the services outlined in Schedule "A" if such failure is due to causes beyond its reasonable control if and only if HRM is notified within five (5) days in writing of the existence of such a failure, its causes and the reasons for its being beyond the reasonable control of the Supplier.

15. FUNDING

15.1 Notwithstanding anything else contained in this Agreement, this Agreement is subject to there being sufficient monies available in the appropriation to enable HRM to make payment;

16. ASSIGNMENT

16.1 The Supplier shall not assign or sublet this Agreement, in whole or in part, without the written permission of HRM.

17. NOTICES

17.1 All notices under this Agreement shall be deemed duly given; upon delivery, if delivered by hand; or three days after posting if sent by registered mail, receipt requested; to a party at the address set out in this Agreement or to such other address as designated by a party by notice in accordance with this Agreement. Nothing in this section shall prevent notice from being given by any other means.

HRM

The Supplier

c/o Contract Administrator
HRM Procurement
Suite 103, 40 Alderney Dr
Dartmouth, Nova Scotia

SUPPLIER'S CONTACT & ADDRESS

18. TIME SHALL BE OF THE ESSENCE

18.1 Time shall be of the essence of this Agreement, provided that the time for completing any of the work that has been or is likely to be delayed by reason of Force Majeure may be extended at HRM's discretion if the other terms of this Agreement are satisfied.

19. ENTIRE AGREEMENT

19.1 This Agreement and the Schedules attached or referred to constitute the whole Agreement between the parties unless duly modified in writing and signed by both parties. No representation or statement not expressly contained in this Agreement shall be binding upon either party.

19.2 The Schedules attached to this Agreement form an essential part of this Agreement and should there be any conflict between the general terms and conditions of the Agreement and the Schedules then the Schedules govern the Agreement interpretation.

20. GOVERNING LAWS

20.1 This Agreement shall be construed and interpreted in accordance with the laws of the Province of Nova Scotia.

21. CONSENT TO BREACH NOT WAIVER

21.1 No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to, a waiver of, or excuse for any different or subsequent or a continuation of the same breach unless expressly stated.

22. PARTIAL INVALIDITY

22.1 If any term or provision of this Agreement shall be found to be illegal or unenforceable, notwithstanding, this Agreement may, at HRM's option, remain in full force and effect and such term or provision shall be deemed removed from the Agreement.

23. DEFINITION OF SUPPLIER

23.1 References to the Supplier shall include employees, servants and agents of the Supplier, independent contractors to the Supplier and employees, servants, agents and independent contractors of assignees if the Agreement or its performance is assigned.

24. SECURITY AND PRIVACY

24.1 The Supplier shall comply with all security and privacy procedures and policies of HRM as they may be, from time to time, forwarded to the Supplier.

25. AUTHORITY

25.1 The signatories of this Agreement personally warrant that they have the full power and authority to enter into this Agreement on behalf of their respective principals and that the person signing this Agreement on behalf of each has been properly authorized and empowered. Each party further acknowledges that it has read the Agreement, understands it, and agrees to be bound by it.

26. OFFERS OF EMPLOYMENT

26.1 Each party to this Agreement, throughout the term of the Agreement and for a period of six months thereafter, undertakes that, without the prior written approval of the other party, it shall not induce any employee(s) of the other party to terminate his or her employment with the other party.

27. EFFECTIVE DATE

27.1 This Agreement shall take effect as if it has been executed by both parties on the nth day of mm, yyyy.

IN WITNESS WHEREOF HRM and the Supplier have caused this Agreement to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

WITNESSED BY:

DATED AT Halifax, Nova Scotia,

this nth day of mm, 20yy.

**INSERT NAME OF COMPANY

Witness for the Supplier

DATED AT Halifax, Nova Scotia,

this dd day mm of , 20yy.

Halifax Regional Municipality

Witness for HRM

SCHEDULE A

This schedule of the Agreement describes the services to be carried out and products to be delivered by the Supplier, and supplementary conditions relating thereto.

This schedule incorporates the following:

A.1 Request for Proposals

Request for Proposals issued by HRM in mm, 2012 is incorporated herein by reference and describes the standard conditions of contract, the services to be performed and products to be delivered.

A.2 Supplier's Proposal

The Proposal submitted by the Supplier dated and submitted as bid on tender closing date mmm, nn, 20yy, is incorporated herein by reference.

The Supplier proposes to provide services, as bid.

SCHEDULE B

This schedule to the Agreement describes the payment terms for each phase of the project and planned delivery dates.

B.1 Payment

The total amount payable under this Agreement is defined in article 2.3 of this Agreement. It shall be invoiced as follows:

All request for progress payments must be approved by the Project Manager. Payment will be released upon approval of the user Department.

Payment will be made under the provisions of article 2. of this Agreement.

B.2 Work Plan

The project work plan submitted by the Supplier is included in this Schedule by reference.

SCHEDULE C
PERSONAL INFORMATION INTERNATIONAL DISCLOSURE PROTECTION ACT

The Supplier acknowledges and confirms that it is a "service provider" as defined in the Personal Information International Disclosure Protection Act, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to HRM entering into the Agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to HRM that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to HRM in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of HRM is protected at all times from unauthorized access or disclosure and shall confirm in writing to HRM, upon request, the details of such security arrangements.

The Supplier also agrees to implement and enforce any additional security procedures as may be required by HRM from time to time to protect the personal information that the Supplier collects or uses on behalf of HRM. HRM shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to HRM is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to HRM under the Agreement.

Appendix D – Vendor Evaluation
 Consulting Related

Vendor Name:	Project Manager:
Project Name:	Tender / RFP NO.
Project Type:	Date:

Rating #	5 - Excellent	4 - Above Standard	3 - Standard	2 - Below Standard	1 - Poor	0 - Unacceptable
	Full compliance with specifications, regulations, instructions ~ Corrective action not required ~ No direction required ~ Quality of work, excellent	In compliance majority of time ~ Problems encountered are infrequent and minor in nature ~ Corrective action not required ~ Quality of work acceptable	In compliance majority of time ~ Problems encountered may be frequent, but minor in nature ~ Some direction required for corrective action ~ Quality of work, acceptable	Significant noncompliance ~ Problems encountered may be frequent and significant in nature ~ Frequent direction required for corrective action ~ Quality of work below standard	Frequent noncompliance ~ Problems encountered may be frequent and significant in nature ~ On-going direction required to correct problems ~ Quality of work affected significantly	Constant noncompliance ~ Problems encountered may be frequent and very serious in nature ~ On-going direction required, problems still not corrected ~ Quality of work unacceptable

General Notes

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Core Consulting Questions	Yes / No N/A*	Rating (0-5)	Comments
Contract deliverables provided on time?			
Contract deliverables met agreed quality standard?			
Compliance with all contract provisions?			
Contract deliverables met agreed budget?			
Did the Consultant minimize change orders and maintain awarded cost?			
Was the Consultant accessible and communicative with staff?			
Did the Consultant allocate the correct # of resources to the Project?			
If applicable, did the consultant comply with the intent of HRM's Public Engagement Strategy?			

Core Consulting Questions	Yes / No N/A*	Rating (0-5)	Comments
Did the implementation plans and designs adequately consider estimated Construction budget?			
Did Plans, Drawings and Specifications meet project requirements?			
Was the final deliverable technically accurate, easily understood and without omissions?			
Was billing accurate and include supporting documentation?			

APPENDIX E

[*if applicable to scope of work]

CONTRACTOR HEALTH & SAFETY QUESTIONNAIRE

Contractors wishing to submit proposals to HRM must complete this questionnaire and submit it to HRM Procurement with their bid information

GENERAL INFORMATION:

Company Name: _____

Company Address: _____

Telephone Number: _____

INSURANCE/WORKERS' COMPENSATION COVERAGE:

Is your company covered by general liability insurance, automotive insurance, umbrella policies, etc., that would cover the cost of damages to, and incidents involving third parties? Yes No

Is your company in good standing with the Workers' Compensation Board for the Province of Nova Scotia? Yes No

If no, please explain _____

SAFETY PERFORMANCE:

Does your company have any non compliance or outstanding issues with The Nova Scotia Department of Environment and Labour, such as stop work orders, pending charges/prosecutions, or recent (within the last year) convictions or fines? Yes No

If yes, please attach a note explaining the details, including current status or resolution.

SAFETY PROGRAM:

Does your company have a written health and safety policy signed by management? Yes No

Does your company have written safety policies, procedures, and safe work practices applicable to the scope of work to be performed, including clearly defined safety responsibilities for managers, supervisors and workers? Yes No

How do you communicate your safety policies and procedures?

How often do managers/executive officers visit the work site? _____

Please explain how you conduct on site inspections, including how often they are conducted, what they cover and who conducts them?

Does your company have a risk assessment procedure? Yes No

Does your company have a procedure in place for investigating incidents, accidents and near misses? Yes No

The Contractor shall attach a list and contact information of all supervisors you will be using on site, as well as any safety coordinator or persons responsible for job site safety.

Do you provide on the job training to all employees? Yes No

Please indicate how you inform your workers, other workers or persons at or near the workplace of any workplace hazards to which they may be exposed.

Do you have a disciplinary policy in place for anyone committing health and safety violations? Please describe: Yes No

Do you have a Joint Occupational Health and Safety Committee or Representative? Yes No

Do you have a preventative maintenance program for tools and machinery? Yes No

Do you have a health and safety policy in place for incorporating sub contractors into the workplace ? Yes No

Please provide any other information relating to other programs or activities that you believe demonstrates your company conducts their projects safely and in accordance with all health and safety requirements.

NOTE: PLEASE BE ADVISED THAT DURING THE TENDERING PROCESS OR AT ANYTIME DURING THE CONTRACTED WORK, HRM MAY REQUEST COPIES OF POLICIES, PROCEDURES, RECORDS OR DOCUMENTATION OF PROOF FOR ANY QUESTIONS ANSWERED ON THIS QUESTIONNAIRE.

DO YOU AGREE TO PROVIDE THIS INFORMATION IF REQUESTED ? Yes No

Signature

Date

Position / Title

APPENDIX F
PLAN AREA

Appendix F

