HALIFAX REGIONAL MUNICIPALITY

REQUEST FOR PROPOSALS FOR

Actuarial Services for Financial Statement Purposes

RFP Number: 23-016

Date Issued: January 25, 2023

Deadline for Bids: February 15, 2023 - 2:00 PM Atlantic Time Zone

HALIFAX

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SECTION 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1. Invitation to Bidders

This Request for Proposals ("RFP") is an invitation by Halifax Regional Municipality ("HRM") to prospective proponents to submit proposals for the provision of Actuarial Services for Financial Statement Purposes, as further described in the RFP Deliverables set out in Appendix A.

The Procurement Terms and Conditions applicable to this RFP are set out in Section 3.

1.2. RFP Contact

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

Name/Title	**Karen Rundle,SCMP / Portfolio Manager, Procurement**
Email Address	**Rundlek@halifax.ca**

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

1.3. Contract Terms & Conditions

If awarded a contract by HRM, the successful proponent will be required to provide the Deliverables to HRM in accordance with the Form of Agreement and/or Contract Terms and Conditions, referenced in Appendix B.

1.4. RFP Timetable

Issue Date of RFP	January 25, 2023
Deadline for Written Questions	February 6, 2023
Submission Deadline Date and Time	February 15, 2023 - 2:00 PM Atlantic Time Zone
Anticipated Execution of Agreement	February 24, 2023

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

1.5. Submission of Proposals

1.5.1. Proposal Submission

Proposals must be submitted in digital format via upload to HRM's e-bidding portal at the following address: http://www.halifax.ca/procurement. A one-time registration to create an account may be required.

HRM will not accept proposals submitted by any other method, including by facsimile, email, or in hard copy.

1.5.2. Proposals to be submitted on Time

Proposals must be submitted as set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. HRM's time clock will be assumed to be correct.

1.5.3. Proposals to be submitted in Prescribed Format

Proponents must submit one (1) Technical Proposal and one (1) Cost Proposal in separate digital files.

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

Financial information is not to be included in the technical proposal.

1.5.4. Technical Proposal Submission Requirements

Technical Proposals shall be submitted in PDF Format and named as follows "Technical Proposal-RFP No.-Proponent Name"

Technical Proposals shall include:

(a) a completed Proposal Submission Form (Appendix C)

(b) a written submission addressing the Deliverables (Appendix A) and Evaluation Criteria (Appendix E); and

(c) any other mandatory submission requirements, as applicable.

1.5.5. Cost Proposal Submission Requirements

Cost Proposals shall be submitted in PDF or MS Excel format and named as follows "Cost Proposal-RFP No.-Proponent Name".

Cost Proposals shall include:

(a) a completed Cost Proposal Form (Appendix D)

(b) any other mandatory submission requirements, as applicable.

1.6. Amendment of Proposals prior to Submission Deadline

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment to http://www.halifax.ca/procurement . The uploaded file name shall include the RFP number, the Proponent's legal name, and the nature of the amendment, for example: "Technical Proposal Amendment" or "Cost Proposal Amendment". Any amendment should clearly indicate

which part of the proposal the amendment is intended to amend or replace. Any amendment received after the Submission Deadline will not be accepted.

1.7. Withdrawal of Proposals

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

1.8. Proposals Irrevocable after Submission Deadline

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

[End of Section 1]

SECTION 2 - EVALUATION OF BIDS

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

2.1. Stage 1 – Technical Evaluation

HRM will review all Technical Proposals to ensure compliance with the Technical Proposal Submission Requirements set out in section 1.5.4. Technical proposals that are not completed in accordance with the Technical Proposal Submission Requirements will, in HRM's sole discretion, be disqualified and not evaluated further.

HRM will then evaluate each compliant Technical Proposal against each of the pass/fail and weighted technical criteria identified in Appendix E. All scoring decisions are in the absolute discretion of HRM.

In order to move on to stage 2, proposals must achieve:

(a) a passing grade for any criteria identified as "Pass/Fail",

(b) at least 50% of the available points for each technical criterion, and

(c) at least 75% of the total available technical points

2.2. Stage 2 – Cost Evaluation

HRM will score Cost Proposals as follows:

2.2.1. Opening of Cost Proposals

HRM will open Cost Proposals to ensure that they are completed in accordance with the Cost Proposal Submission Requirements set out in section 1.5.5. Cost Proposals that are not completed in accordance with the Cost Proposal Submission Requirements will, in HRM's sole discretion, be disqualified and not evaluated further.

2.2.2. Errors and Discrepancies

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

2.2.3. Allocation of Cost Points

The proposal with the lowest total cost shall receive the maximum points allocated for cost in Appendix E. All other proposals will be prorated against the lowest cost proposal using the following formula:

$$= \textbf{Max Available Pts.} - \left[\textbf{Max Available Pts.} \times \frac{(\boldsymbol{Total\ Cost - Lowest\ Total\ Cost})}{\boldsymbol{Lowest\ Total\ Cost}} \right]$$

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

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

Proposal 1: $100,000
Proposal 2: $130,000

Proposal 1 being the lowest, would achieve a score of 30 points. Proposal 2 would achieve a score of 21 points, calculated as follows:

$$30 - \left[30 \times \frac{(\$130{,}000 - \$100{,}000)}{\$100{,}000}\right] = 30 - \left[30 \times \frac{\$30{,}000}{\$100{,}000}\right] =$$

$$= 30 - [30 \times 0.3] = 30 - 9 = 21$$

2.3. Stage 3 - Selection of Highest Scoring Proponent

Subject to the terms and conditions of the RFP in Section 3 of this RFP, including HRM's right to reject all proposals, the proponent with the highest score, and that meets the conditions of award, will be selected to enter into an agreement. The selected proponent will thereinafter be referred to as "the Supplier".

2.4. Over-budget bids

If all bids exceed HRM's estimated contract value, HRM may in its discretion:

(a) award the contract for the proposed amount;

(b) negotiate changes in the scope of work with the highest scoring proponent to achieve an acceptable contract price; or

(c) cancel the RFP and conduct a new procurement for the same or similar Deliverables.

2.5. Conditions of Award

If any documents required to be submitted are not submitted within the required timeframe by HRM, HRM may withdraw the selection of that bidder and proceed with the selection of another bidder or cancel the RFP. Bidders are encouraged to submit these documents with their bid.

[End of Section 2]

SECTION 3 - PROCUREMENT TERMS AND CONDITIONS

3.1. General Information and Instructions

3.1.1. RFX Defined

In this document "RFX" means the procurement opportunity or solicitation issued by HRM whether titled "Request for Quotations, Request for Standing Offers, Request for Proposals, or otherwise".

The use of the word "bidder" includes any bidder, proponent or respondent to the RFX; and the use of the word "bid" includes any bid, proposal or response to the RFX.

3.1.2. RFX Incorporated into Bid

All of the provisions of this RFX are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFX, including the Form of Agreement and/or Contract Terms and Conditions, either as part of its bid or after receiving notice of selection, may be disqualified by HRM in HRM's absolute discretion.

3.1.3. Bidders Meetings/Mandatory Site Visits

Bidders must attend any mandatory bidders' meeting and mandatory site visit on the date and at the time specified herein. Any bids received from bidders that did not attend the mandatory bidders' meeting or mandatory site visit, arrived late, left early or failed to sign the attendance sheet will be disqualified and rejected. HRM may at its sole discretion advertise or otherwise share the names of bidders who have attended bidders' meetings or site visits.

3.1.4. Requests for Approved Alternatives

The Municipality will consider bidder requests for approval of alternatives provided such requests are received, in writing, on or before the deadline for written questions as stated in the RFX. If a bidder intends to offer an alternative good or service to those specified in the Deliverables, the bidder must clearly identify the alternative and provide the manufacturer's name, product number and any technical information required so that HRM can judge the acceptability of the alternative. If the Municipality approves an alternative, the alternative specification or product will be named in an addendum. Otherwise, bidders shall consider the request to be rejected.

3.1.5. Bidders to Follow Instructions

Bidders shall submit their bids in accordance with the instructions in this RFX. Where information is requested in this RFX, any response made in a bid should reference the applicable section numbers of this RFX.

3.1.6. Language

All bids are to be in English only.

3.1.7. Pricing

All bids shall be in Canadian funds, inclusive of duty and customs charges (where applicable), and exclusive of HST. Delivery of goods shall be FOB destination, PPD and offloaded. Bid prices shall be rounded to the nearest two (2) decimal points. (i.e. $x.xx)

3.1.8. No Incorporation by Reference

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

3.1.9. References and Past Performance

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

3.1.10. Information in RFX Only an Estimate

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

3.1.11. Bidders to Bear Their Own Costs

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

3.1.12. Bids to be retained by HRM

HRM will not return the bid or any accompanying documentation submitted by a bidder.

3.1.13. Subject to Procurement Policy and Trade Agreements

This RFX is subject to HRM's Procurement Policy and all trade agreements applicable to HRM, including the Canadian Free Trade Agreement and the Canada-EU Comprehensive Economic and Trade Agreement.

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

HRM makes no guarantee of the value or volume of work to be assigned to the successful bidder. The agreement with the successful bidder will not be an exclusive contract for the

provision of the described Deliverables. HRM may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services from HRM's own resources.

3.1.15. Business Registration

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

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

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

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

3.2. Communication after Issuance of RFX

3.2.1. Bidders to Review RFX

Bidders shall promptly examine all of the documents comprising this RFX, and

(a) shall report any errors, omissions or ambiguities; and

(b) may direct questions or seek additional information

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

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

3.2.2. All New Information to Bidders by Way of Addenda

This RFX may be amended only by addendum in accordance with this section. If HRM, for any reason, determines that it is necessary to provide additional information relating to this RFX, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFX and may contain important information, including significant changes to this RFX. Bidders are responsible for obtaining all addenda issued by HRM. Bidders shall confirm their

acknowledgement of all addenda in their bid. HRM may, in its sole discretion, disqualify a bid or require a bidder to acknowledge all addenda in writing prior to contract award if the bidder fails to do so in its bid.

3.2.3. Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4. Verify and Clarify

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

3.3. Selection of Successful Bidder, Posting, and Debriefing

3.3.1. Selection of Bidder

HRM will notify the selected bidder in writing. The selected bidder shall submit all outstanding documents, sign the Form of Agreement (if required), and satisfy any other applicable conditions of this RFX within five (5) business days of notice of selection.

3.3.2. Refusal to Honour Bid or Satisfy Conditions

In addition to all of HRM's other remedies, if a selected bidder fails to honour its bid or fails to satisfy any other applicable conditions within five (5) business days of notice of selection, HRM may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder or cancel the RFX. The bidder will be liable to HRM for the difference in money between the bidder's bid price and the amount for which HRM legally contracts with another party to provide the Deliverables, if the latter amount is in excess of the former.

3.3.3. Posting of Award

The outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal, including the name and address of the successful bidder (if any), and the total value of the successful bid. HRM reserves the right to post the name of each bidder and the value of each bid.

3.3.4. Debriefing

Bidders may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal in accordance with HRM's Procurement Policy.

3.3.5. Bidder Concerns

Bidders are encouraged to raise any concerns with the HRM Contact prior to submitting a formal complaint or commencing legal proceedings.

3.3.6. Purchases by Other Public Sector Entities

If requested by any other public sector entity, the successful bidder agrees to make its goods and services available to the other public sector entity upon the same pricing, terms and conditions as those provided to HRM.

The successful bidder is not obligated to extend its goods and/or services to other public sector entities if doing so would cause the bidder to make capital or operational expenditures in order to accommodate the request.

Any arrangement or agreement with another public sector entity will be solely between the successful bidder and the other public sector entity. HRM will not be a party to any such agreement, and HRM is not liable in any respect for any obligation, act or omission by a party to such agreement.

For the purposes of this section, a public sector entity means any provincial government or provincially funded entity in Nova Scotia, New Brunswick, Prince Edward Island, and Newfoundland and Labrador, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and Crown corporations, and entities defined by contract as agents of HRM.

3.4. Conflict of Interest and Prohibited Conduct

3.4.1. Conflict of Interest

HRM may disqualify a bidder for any conduct, situation or circumstances, determined by HRM, in its sole and absolute discretion, to constitute a Conflict of Interest.

3.4.2. Disqualification for Prohibited Conduct

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

3.4.3. No Lobbying

A bidder shall not, in relation to this RFX or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful bidder.

3.4.4. Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of HRM; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFX.

3.4.5. Rejection of Bid

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

(a) illegal or unethical conduct as described above;

(b) the refusal of the Contractor to honour its submitted pricing or other commitments;

(c) any conduct, situation or circumstance determined by HRM, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or

(d) HRM's past experience with the bidder for similar or related services.

3.5. Confidential Information

3.5.1. Confidential Information of HRM

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

(a) is the sole property of HRM and must be treated as confidential;

(b) is not to be used for any purpose other than replying to this RFX and the performance of the agreement for the Deliverables; and

(c) must not be disclosed without prior written authorization from HRM.

3.5.2. Confidential Information of Bidder

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

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

3.5.3. Personal Information International Disclosure Protection Act

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

3.6. Reserved Rights, Limitation of Liability and Governing Law

3.6.1. Reserved Rights of HRM

In addition to any other express or implied rights, HRM reserves the right to:

(a) make public the names of any or all bidders;

(b) request written clarification in relation to a bidder's bid;

(c) waive minor formalities that do not violate any mandatory submission requirements or mandatory technical requirements;

(d) verify with any bidder or with a third party any information set out in a bid;

(e) check references other than those provided by any bidder;

(f) disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;

(g) disqualify any bidder or the bid of any bidder who has engaged in conduct prohibited by this RFX;

(h) amend or cancel this RFX without liability at any time;

(i) issue a new RFX for the same or similar Deliverables; or

(j) reject any or all bids.

3.6.2. Past Litigation with HRM

HRM may, in its absolute discretion, reject a bid submitted by a bidder if:

(a) the bidder, or any officer or director of the bidder;

(b) any related company of the bidder through common ownership, control or otherwise; or

(c) any intended sub-contractor of the bidder;

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

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

3.6.3. Limitation of Liability

By submitting a bid, each bidder agrees that:

(a) neither HRM nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim, loss or damage arising out of this bid process including but not limited

to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim;

(b) the bidder irrevocably waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of HRM's decision to not accept the bid submitted by the bidder, to enter into an agreement with any other supplier or bidder (including a non-compliant bidder) or to cancel this RFX process; and

(c) in the event that a court of competent jurisdiction determines that (a) and/or (b) is inapplicable or unenforceable, HRM's liability in such circumstances shall be limited to the lesser of $5,000 and the bidder's costs of preparing its bid.

3.6.4. Governing Law and Interpretation

These terms and conditions of the RFX Process:

(a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

(b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of HRM; and

(c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Section 3]

APPENDIX A - RFP DELIVERABLES

The Deliverables

HRM's pension and post-retirement/employment benefit obligations must be measured and recorded on the HRM's financial statements for each fiscal year ended March 31, in accordance with generally accepted accounting principles as prescribed by the Public Sector Accounting Board (PSAB) of the Chartered Professional Accountants Canada (CPA Canada).

Project Background

A. Overview

This document contains information to be used by proponents who wish to respond to this Request for Proposals to provide actuarial services for accounting valuations and related accounting work for the Accounting Division of the HRM related to the following pension and post-retirement/employment benefit programs.

a. WAP, RRI and other miscellaneous benefits

The Workforce Adjustment Program (WAP) provided for the payment of additional lifetime pensions to eligible retiring employees of the former City of Dartmouth. The Regional Retirement Incentive (RRI) provided for the payment of additional bridge benefits and lifetime pensions to eligible employees retiring effective April 1, 1996, date of municipal amalgamation. Certain other miscellaneous obligations from individually negotiated arrangements are also valued. Most of these miscellaneous obligations are with respect to additional annual benefits payable to specified individuals until a specified date or for their lifetime. Some of those benefits are also indexed every year.

b. Retiring allowance programs for various employee groups of the Municipality

All employees of the Municipality and certain agencies and outside employers are entitled to receive a retiring allowance as provided in collective agreements or human resource policy.

Generally, upon retirement, an employee will be entitled to a retirement allowance if the employee has attained ten years of service. The basic benefit for any employee, subject to various grandfathering and special provisions, is the member's final annual salary multiplied by three calendar days per year of service up to a maximum of ninety calendar days, divided by 365.

Some of the grandfathering and special provisions are as follows: employees of Transit, Fire Services, and Outside Workers receive the maximum of the Basic Benefit described above and 50% of the employee's accumulated sick leave hours at the time of retirement multiplied by the employee's hourly rate at retirement. Employees of the Zatzman (formerly Dartmouth) Sportsplex do not get the Basic Benefit and instead are entitled to the benefit based on pre-determined table of benefits.

Employees of Police Services who are former employees of the City of Dartmouth with 12 or more years of service as of November 1, 1997 are not entitled to the Basic Benefit but are entitled to 50% of the cash value of their frozen sick leave entitlement (as at signing of the collective agreement) at their hourly rate at retirement. Employees of Police who are former Town of Bedford employees are only entitled to the Basic Benefit for their service after April 1, 1996. Effective December 31, 2007, sworn police officers are entitled to enhanced severance benefits if they have attained 20 years of service. This enhanced benefit is the lesser of the member's final annual salary and the maximum annual salary

imposed by the pension plan multiplied by 6 calendar days per year of service up to a maximum of 180 days, divided by 365. Sworn police officers who are former employees of the City of Dartmouth with 12 or more years of service as of November 1, 1997 are given the choice of either this enhanced severance benefit or the “frozen” benefit described above. Employees of the Halifax Public Libraries who were employees of the City of Dartmouth on April 1, 1996 and had 15 years of service at that time get the maximum of the Basic Benefit and the benefit provided by a pre-determined table of benefits.

Accounting details must be provided separately for every employee group identified in the membership section below for allocation to the various cost centres.

c. Lump sum accounts payable to health trust for retiring police personnel
An employee who is a member of the Municipal Association of Police Personnel is eligible at retirement to receive a lump sum amount to be deposited in trust for reimbursement of future medical expenses. Upon retirement of an eligible employee, a lump sum payment is made to a trust for purposes of paying for medical expenses incurred after retirement. The amount is a onetime lump sum payment and varies depending on the number of hours in the employee “sick bank” at the time of his/her retirement.

d. Municipality contributions to HRM Pension Plan for members on LTD
Under the HRM Pension Plan, members on LTD who meet certain criteria are not required to contribute to the pension plan but continue to accrue benefits. However, the Municipality is required to continue to make its own contributions to the pension plan during the members’ disability based on the earnings of the member at the time he/she became disabled. The contributions by the Municipality will last until the earliest of the member’s death, recovery, otherwise cessation of disability benefits, or the member’s Normal Retirement Date under the pension plan.

e. Sick banks accumulated during employment
Members accumulate sick banks during active employment in accordance with collective agreements and/or human resource policies.

Membership as at the date of the most recent actuarial valuations for each of the defined benefit post-retirement/employment benefit programs were as follows:

	March 31, 2020
WAP Program	
Number receiving lifetime pensions	25
Average age	78.7 years
RRI Program	
Number receiving lifetime pension	54
Average age	81.2 years
Other Miscellaneous Obligations	
Number of individuals	4
Average age	71.6 years

Retirement Allowance Programs

	March 31, 2022
Halifax Regional Municipality	
Non-Union	
– Number	814
– Average age	46.8 years
NSUPE	
– Number	655
– Average age	45.2 years
Fire	
– Number	499
– Average age	44.1 years
Police	
– Number	651
– Average age	42.8 years
Transit	
– Number	967
– Average age	48.5 years
Outside Workers	
– Number	282
– Average age	48.2 years
Agencies	
Library	
– Number	273
– Average age	47.5 years
Forum	
– Number	15
– Average age	46.8 years
Zatzman (formerly Dartmouth) Sportsplex	
– Number	12
– Average age	41.9 years

Other Organizations

Cole Harbour Place	
– Number	7
– Average age	31.9 years
Sackville Sports Stadium	
– Number	11
– Average age	54.1 years

Municipality Contributions to HRM Pension Plan For Members on Long-term Disability

	March 31, 2022
LTD Members With Benefits Payable to Age 60	
– Number	6
– Average HRM monthly contribution	$1,071
– Average age at valuation	52.1 years
– Average duration of disability at valuation	2.5 years
LTD Members With Benefits Payable to Age 65	
– Number	118
– Average HRM monthly contribution	$584
– Average age at valuation	55.3 years
– Average duration of disability at valuation	5.9 years

Lump Sum Amounts to Health Trust for Retiring Police Personnel

	March 31, 2020
Employees in Public Safety Occupations	
– Number	521
– Average accumulated sick bank hours	839 hours
– Average age	42.2 years
– Average service	14.2 years
Employees Not in Public Safety Occupations	
– Number	152
– Average accumulated sick bank hours	499 hours
– Average age	43.7 years
– Average service	12.0 years

Objectives/Critical Path

The proponent will perform actuarial valuations for financial statement purposes for the various pension and post-retirement/employment benefit programs and consulting services from time to time as needed. A fixed price quote is required for each valuation and extrapolation covered by this RFP. Advance written approval of any additional charge beyond the fixed price would have to be obtained from the Manager, Accounting Operations.

Requirements

Below is the approximate schedule that is expected to be followed for this RFP. However, this may be subject to change and is therefore presented primarily for guidance:

Preferred work start date: March 1 of each fiscal year of the contract.

Preferred work completion date: End of third week in April each fiscal year of the contract.
The contract will be for a period of 5 years from 2022/23 to 2026/2027.

The primary work location for the work reflected in this RFP is 40 Alderney Drive, Halifax Regional Municipality, Nova Scotia.

General Requirements

1. The proponent must have previous experience in conducting actuarial valuations of pension and post-retirement/employment benefit obligations and in providing related accounting services.
2. The proponent should have a proven track record in meeting commitments, including projects on short notice.
3. The proponent should possess in-depth and current knowledge of all current recommendations and standards of practice of the Canadian Institute of Actuaries (CIA), the Chartered Professional Accountants of Canada (CPA Canada) and the Public Sector Accounting Board (PSAB) as they pertain to pension and post-retirement/employment benefit programs.
4. In addition, the proponent should have current knowledge of the legal landscape as it pertains to pension and post-retirement/employment benefits.

Mandatory Requirements

The proposal must meet the following mandatory criteria and clearly demonstrate this is met in a substantially unaltered form. If the proposal fails to meet this criterion, it will receive no further consideration during the evaluation process and be deemed non-compliant.

1. The proponent's proposed resources must include one member who is a Fellow of the Canadian Institute of Actuaries (FCIA).

Project Objectives

The proponent will perform actuarial valuations or extrapolations for financial statement purposes for the plans under administration. The proponent will also provide actuarial consulting services to the HRM Finance division for the term of the services contract. Consulting may include costing of proposed amendments, recommendations regarding demographic and economic assumptions, and advice on income tax matters, reporting requirements, PSAB requirements and current developments in the pension and/or post-retirement benefits industry and accounting field.

Accounting valuations and extrapolations are required during this contract period starting with fiscal year-end, March 31, 2023, and for each year of the contract. A table summarizing the timing of extrapolations and full valuations anticipated to be performed each year of the contract is as follows.

Proponents should note that some changes may occur depending on the occurrence of significant events that may trigger a valuation.

	March 31, 2023	March 31, 2024	March 31, 2025	March 31, 2026	March 31, 2027
WAP, RRI, and Other miscellaneous benefits	Valuation	Extrapolation	Extrapolation	Valuation	Extrapolation
Retiring allowance programs for various employee groups of the Municipality	Extrapolation	Extrapolation	Valuation	Extrapolation	Extrapolation
Lump sum amounts payable to health trust for retiring police personnel	Valuation	Extrapolation	Extrapolation	Valuation	Extrapolation
Municipality contributions to HRM Pension Plan for members on LTD	Valuation	Valuation	Valuation	Valuation	Valuation
Sick banks accumulated during employment	Extrapolation	Valuation	Extrapolation	Extrapolation	Valuation

Detailed Scope of Services

Annually, the actuary must discuss with officials from the Finance and Asset Management Accounting Division to set assumptions and, if necessary, present results.

Typically, data will be provided by the HRM for each valuation and extrapolation by the end of March. Results will be required by mid to late April. Note that these dates are subject to the assumption that data will be provided as required, and that no additional requirements will be submitted during the valuation process. If an unanticipated development should occur, the required dates will be revised accordingly.

As part of the HRM's annual financial statement audit, our auditors will contact the actuary with questions and request written documents supporting the valuation reports and process. This standard function would be provided as part of the service under the fixed price quote.

The proponent will also provide actuarial consulting services to the Accounting Division as needed during the contract period. Consulting may include costing of proposed amendments, recommendations regarding demographic and economic assumptions, and advice on income tax matters, reporting requirements, PSAB requirements and current developments in the pension and post-retirement benefits industry and accounting field. An hourly rate quote is required for consulting work.

Proponents should note that consulting is likely to be at the senior consultant level (partner or principal).

A fixed price is required for each valuation and extrapolation and should be clearly stated for each year of the contract, while a quote for hourly rates is required for consulting work. Proponents may make proposals regarding any one or more of the plans listed above.

The HRM reserves the right to award a contract for each of the above requirements separately, or as a group.

Project Management

The proponent shall designate in their proposal, an actuary principal. All coordination for services with HRM and the successful proponent shall be the responsibility of the principal. The principal shall ensure that any substitutions in proponent team personnel are approved by the Manager, Accounting Operations.

The proponent shall 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.

The proponent shall provide copies to HRM of all correspondence related to the project on issuance or receipt as the case may be.

Reporting

The requirements in this section will prevail as enduring requirements for service delivery of the fixed price bid component throughout the effective period of the contract resulting from this RFP.

1. During the contract, the proposed resources will be required to work either onsite (meetings only) and/or offsite, as requested by the HRM.

2. Each actuarial valuation report or extrapolation must include quantitative and qualitative information as required for PSAB compliant pension accounting, including, but not limited to:
    - valuation of the plan benefit obligations
    - market or market-related value of assets, if any
    - current service costs
    - value of the estimated average remaining service life (EARSL)
    - duration
    - calculation of net actuarial gains and losses
    - calculation of amortization amounts for net actuarial gains and losses
    - calculation, if needed, of valuation allowance for plans with assets
    - cost and impact of plan amendments
    - number of plan members (active, inactive and/or deferred)
    - average age of members
    - average salary of active members, when appropriate
    - actuarial opinion on the methodology selected and used in the valuation process
    - service cost for the various groups (as a percentage of payroll)

3. Actuaries must meet annually with HRM Finance, Accounting Division to set assumptions and present results. There will be frequent contact between the contractor and the Accounting Division.

4. The HRM Accounting Division will require one electronic copy (pdf format preferred) of each accounting valuation report followed by three signed final paper copy.

5. Any invoices submitted for services rendered must include a detailed breakdown of the work completed to support the amount that is invoiced. Fixed fee work must be billed separately from consulting work to facilitate the payment process.

Reports and calculations shall be in Canadian dollars. Reports shall be stamped by a Professional Actuary who is a Fellow of the Canadian Institute of Actuaries (FCIA), and a Fellow of the Society of Actuaries (FSA).

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

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

Cost estimates are required and are to exclude HST.

APPENDIX B - CONTRACT TERMS & CONDITIONS

1. Contract Terms & Conditions

The Contract Terms and conditions applicable to this solicitation are separately attached and may include requirements for bid and contract security.

2. HRM Workplace Policies

The supplier shall comply with all applicable HRM workplace policies, as updated by HRM from time-to-time:

https://www.halifax.ca/business/doing-business-halifax/procurement/workplace-policies

3. Supplier Code of Conduct:

The supplier is subject to Halifax Regional Municipality's Supplier Code of Conduct (see www.halifax.ca/procurement). The scope of work for this contract is not, however, subject to the Living Wage requirements described in section 8.

APPENDIX C – PROPOSAL SUBMISSION FORM

A fillable copy of the Proposal Submission Form is posted with the solicitation documents on the Nova Scotia Procurement Portal.

Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.

Solicitation #:	
Solicitation Title:	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	

Offer

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

Rates

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

Addenda

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

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

_____

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

No Prohibited Conduct

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

Conflict of Interest

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

(a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of HRM in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or

(b) in relation to the performance of its contractual obligations contemplated in the Agreement that is the subject of this procurement, the proponent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise

of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

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

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

☐ The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

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

Proposal Irrevocable

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

Disclosure of Information

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

Execution of Agreement

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

_____	_____
Signature of Witness	Signature of Proponent Representative
_____	_____
Name of Witness	Name of Proponent Representative
	_____
	Title of Proponent Representative
	_____
	Date
	I have the authority to bind the proponent

APPENDIX D - COST PROPOSAL FORM

Instructions on How to Complete Cost Proposal:

(a) The Cost Proposal shall state the proponent's firm-fixed total price for each of the tasks described in the Deliverables. Proponents should include within the Cost Proposal on a separate page or pages, a detailed listing of the tasks and activities with a breakdown into work packages, details of all individual costs of the proposed services, and total costs (firm-fixed) – for the baseline tasks. A sample of an acceptable Cost Proposal format is provided in Section 2 below.

(b) The total cost for the baseline tasks shall represent the maximum payment under the Agreement. Cost Proposals should include fixed prices, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately.

(c) Cost Proposals shall include the proponent's hourly rates for key positions/tasks in the event that HRM requests project work in addition to the tasks herein. Hourly fees shall be held firm for the duration of the project. Note that there is no guarantee that HRM will request any additional project work, but unbalanced hourly fees may result in a re-evaluation of your proposal.

(d) Cost Proposals will be evaluated based on sum of the proponent's total fixed cost for completing the project.

(e) Prices shall be provided in Canadian funds, inclusive of all applicable duties and taxes excluding HST.

Sample of acceptable Cost Proposal Format:

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

Task #1

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

Task #2

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

Task #3

Position/Task	Expected Hours	Hourly Rate	Cost
Project Management			
Engineer (various levels)			
Construction Inspector			
Administration			
Other			
Total			

ETC.

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

Hourly Costs for Additional Work

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

APPENDIX E - EVALUATION CRITERIA

HRM will evaluate proposals based on the following criteria and weightings:

Rated Criteria Category	Weighting (Percentage)
1.1 Communication Skills	**5**
1.2 Team Composition & Experience	**10**
1.3 Understanding HRM's Needs	**15**
1.4 Technical Solution	**20**
1.5 Quality Assurance and Communication	**10**
Total Percentage – Technical	**60**
1. Social Value	**10**
2. Cost	**30**
	100

1. Technical Proposal

1.1. Communication Skills

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

1.2. Team Composition & Experience

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

1. Client/Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the project, operations, specific services provided, and scope of work including the year(s).
5. Proponent estimated contract value and final proponent contract value.
6. Description of the project's facility location, technology employed, size, capacity and materials handled, etc.

7. Proponent's degree of involvement in the project: itemize those areas within the proponent's control such as procurement, financing, design, technology, siting, construction, financial management, regulatory approvals, operations, ownership, staffing, marketing, etc.

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

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

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

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

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

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

1.3. Understanding of HRM's Needs

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

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

a monthly basis to reflect project progress and shall be submitted to the Municipality's Project Lead with the contractor's status report.

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

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

1.4. Technical Solution

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

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

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

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

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

1.5. Quality Assurance and Communication

Management Structure: The Proposal shall include an organizational chart indicating a clear reporting structure and escalation methodology.

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

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

2. Social Value

Sustainable Procurement is scored based on a proponent's track record and commitment to supporting the social, environmental, and economic well-being of Nova Scotia and the world. This includes but is not limited to diversity of ownership, actions to protect the environment and climate, actions to support workforce and workforce development (i.e. Engineers in Training, Internships, providing seminars and training, supporting employees in career and personal

development including but not limited to contributing to higher education costs), actions to encourage diverse economic development (subcontracting to diverse enterprises, female-owned, African Canadian owned, Indigenous-owned business, social enterprise, small local business) and corporate social responsibility (volunteering, supporting local charities, progressive employment practices such as enhanced health benefits, daycare, paid employee and family assistance programs, extended paid sick and maternity leave, non-legislated paid vacation, etc.).

At a minimum, a proponent should meet basic sustainable business practices including maintaining a socially responsible supply chain (diverse suppliers, small to medium local businesses, traditionally under-represented individuals and groups), providing non-mandatory employment supports and where possible, reducing greenhouse gas emissions through basic practices such as minimizing mileage and paperless business, and supporting diversity, inclusiveness, and fair wages within their organization.

Ideally, a proponent will have a strong, measurable commitment to protecting the environment and climate (donations, tree planting, electric fleets, etc.), support for the development of small to medium and diverse businesses and engineering expertise (developing emerging professionals, providing seminars and training), and strong social responsibility (volunteering, supporting local charities, progressive employment practices).

3. Cost Proposal

The Cost Proposal shall be evaluated as described in Section 2.2 of this RFP.