



# **REQUEST FOR PROPOSALS FOR**

**Highway #7 Booster Station- New High Flow Pump**

**P17.2022**

Issued: **July 11, 2022**

Submission Deadline: **August 11, 2022 @ 2:00PM local time**

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Staff	Signature	Date
Director of Engineering and Technology	Original signed by Reid Campbell	June 21, 2022
Director of Operations	Original signed by Susheel Arora	June 22, 2022
Manager – Water Infrastructure Engineering	Original signed by Tom Gorman	June 16, 2022
Project Engineer	Original signed by Jonathan MacDonald	June 15, 2022

# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Proponents**

### **1.1.1 Invitation**

This Request for Proposals (the “RFP”) is an invitation by the Halifax Regional Water Commission (“Halifax Water”) to prospective proponents to submit proposals for Highway #7 Booster Station – New High Flow Pump, as further described in Section A of the RFP Particulars (Appendix B)

The Halifax Regional Water Commission (Halifax Water) is soliciting proposals for the provision of engineering consulting services related to the replacement of the Highway #7 Booster Station Fire Pump.

### **1.1.2 Proponent must be Single Entity**

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with Halifax Water. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

## **1.2 RFP Contact**

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

Heather Colpitts- [procurement@halifaxwater.ca](mailto:procurement@halifaxwater.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of Halifax Water, other than the RFP Contact, 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 for Deliverables**

### **1.3.1 Type of Contract**

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with Halifax Water for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between Halifax Water and the selected proponent.

### **1.3.2 Term of Contract**

The term of the agreement will be in effect until the end of the warranty period.

## 1.4 RFP Timetable

### 1.4.1 Key Dates

Issue Date of RFP	July 11, 2022
Site Visit / Pre-Bid Meeting [**Remove if no site visit or pre-bid meeting**]	July 25, 2022 @ 10:00AM local time
Deadline for Questions	August 8, 2022 @ 11:59:59 PM local time
Deadline for Issuing Addenda	August 9, 2022 @ 11:59:59 PM local time
Submission Deadline	August 11, 2022 @ 2:00PM local time
Rectification Period	3 business days
Anticipated Ranking of Proponents	August 25, 2022
Contract Negotiation Period	5 calendar days
Anticipated Execution of Agreement	September 2, 2022

The RFP timetable is tentative only and may be changed by Halifax Water at any time. For greater clarity, business days means all days that Halifax Water is open for business.

### 1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

Proponents are encouraged to attend a non-mandatory site visit, to be held at the Booster Station (78 Dartmouth Road) at 10:00 a.m., Atlantic time on Monday, July 25, 2022. Parking is not available at the booster station driveway however there is street parking on Ridgevale Drive and Mellowglen Court. Respondents will be able to examine the existing pump station layout and the piping modifications that will be required. Questions may be asked; however, no minutes of the meeting will be distributed. Any answers provided during the meeting in response to respondent inquiries will not be legally binding and do not form part of the RFP document. Respondent questions must be formally submitted in writing to the RFP Contact in accordance with the RFP rules as set out in this RFP.

## 1.5 Submission Instructions

### 1.5.1 Submission of Proposals

Proposals must be submitted by email to:

**[procurement@halifaxwater.ca](mailto:procurement@halifaxwater.ca)**

The complete proposal must be received in the above-noted email inbox by the Submission Deadline. The time stamp of Halifax Water's email system will be the official time for receipt of the proposal. Proposals received after the Submission Deadline may not be considered.

Proposals should be limited to 25 pages (excluding appendices). Proposals are to be submitted in PDF format and the email subject line should reference the RFP title and number (see RFP cover). Electronic submissions must not exceed 40 MB including email signature. Proponents should divide their responses into appropriately sized (smaller than 40 MB) numbered files. In the email the proponent should provide the details of each attachment and how many emails they will send. Proposals are stored in an electronically secure and restricted environment. Proposals will not be opened until after the Submission Deadline has passed.

- The technical proposal should include an unencrypted searchable PDF electronic file. All copies of the technical proposal are to be clearly marked as “**TECHNICAL**” and cost information should not be included in the Technical portion of the submission.
- The financial proposal should be submitted in a separate, in an unencrypted searchable PDF electronic file clearly labeled “**FINANCIAL**”.

### **1.5.2 Proposals to be Submitted on Time**

Proposals must be received on or before the Submission Deadline set out in the RFP Timetable.

Sending large documents via email may take significant time, depending on the file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least one (1) hour before the Submission Deadline to send documents.

### **1.5.3 Amendment of Proposals**

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment by email as above prominently marked with the RFP title and number to the email address set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace.

### **1.5.4 Withdrawal of Proposals**

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw its proposal. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact. Halifax Water is under no obligation to return withdrawn proposals.

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

Halifax Water will conduct the evaluation of proposals and negotiations in the following stages:

#### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, Halifax Water will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that Halifax Water issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix B).

#### **2.3 Stage II – Evaluation**

Stage II will consist of the following two sub-stages:

##### **2.3.1 Mandatory Technical Requirements**

Halifax Water will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix B) have been met. If a proposal fails to satisfy all of the mandatory technical requirements, Halifax Water will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

##### **2.3.2 Non-Price Rated Criteria**

Halifax Water will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Section F of the RFP Particulars (Appendix B).

#### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section G of the RFP Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, Halifax Water may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, Halifax Water may reject the proposal. Halifax Water may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing

includes, but is not limited to, “front-loaded” pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

## **2.5 Stage IV – Ranking and Contract Negotiations**

### **2.5.1 Ranking of Proponents**

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with Halifax Water. In the event of a tie, the selected proponent will be selected by way of coin toss.

### **2.5.2 Contract Negotiation Process**

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of Halifax Water or the proponent, and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between Halifax Water and the selected proponent. Negotiations may include requests by Halifax Water for supplementary information from the proponent to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Halifax Water for improved pricing or performance terms from the proponent.

### **2.5.3 Time Period for Negotiations**

Halifax Water intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date Halifax Water invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B), provide requested information in a timely fashion and conduct its negotiations expeditiously.

### **2.5.4 Failure to Enter into Agreement**

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix B) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, Halifax Water may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations, or until Halifax Water elects to cancel the RFP process.

### **2.5.5 Notification of Negotiation Status**

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

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

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified.

#### **3.1.2 Proposals in English**

All proposals are to be in English only.

#### **3.1.3 No Incorporation by Reference**

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

#### **3.1.4 Past Performance**

In the evaluation process, Halifax Water may consider the proponent's past performance or conduct on previous contracts with Halifax Water or other institutions.

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by Halifax Water**

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

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

Halifax Water makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive

contract for the provision of the described Deliverables. Halifax Water may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

### **3.2 Communication after Issuance of RFP**

#### **3.2.1 Proponents to Review RFP**

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. Halifax Water is under no obligation to provide additional information, and Halifax Water is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. Halifax Water is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

#### **3.2.2 All New Information to Proponents by Way of Addenda**

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

#### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

#### **3.2.4 Verify, Clarify, and Supplement**

When evaluating proposals, Halifax Water may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. Halifax Water may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

Once an agreement is executed by Halifax Water and a proponent, the other proponents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within

ten (10) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur in person at Halifax Water's location or by way of conference call or other remote meeting format as prescribed by Halifax Water.

### **3.3.3 Procurement Protest Procedure**

Any proponent with concerns about the RFP process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact, within thirty (30) days of debriefing, in accordance with Halifax Water's applicable procurement protest procedures, as found in Halifax Water's Procurement Policy, Section 10 - Complaints. The written notice must contain:

- (a) a clear statement as to which procurement the proponent wishes to challenge;
- (b) a clear explanation of the proponent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome;
- (c) the resolution requested; and
- (d) the proponent's contact details, including name, telephone number and email address.

Halifax Water will send an initial response to acknowledge receipt of the proponent's notice and indicate the date by which Halifax Water will provide the proponent with a formal response.

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 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 Halifax Water in the preparation of its proposal that is not available to other proponents;
  - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
  - (iv) 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

- (v) 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;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, 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.

### **3.4.2 Disqualification for Conflict of Interest**

Halifax Water may disqualify a proponent for any conduct, situation, or circumstances, determined by Halifax Water, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of Halifax Water may be precluded from participating in the RFP process in instances where the Halifax Water has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

### **3.4.3 Disqualification for Prohibited Conduct**

Halifax Water may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if Halifax Water determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

### **3.4.5 Proponent Not to Communicate with Media**

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must 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 Halifax Water; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

### **3.4.8 Supplier Suspension**

Halifax Water may suspend a supplier from participating in its procurement processes for prescribed time periods 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 supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by Halifax Water, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, Halifax Water will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within fifteen (15) days. Any response received from the supplier within that timeframe will be considered by Halifax Water in making its final decision.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of Halifax Water**

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

- (a) is the sole property of Halifax Water and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from Halifax Water; and
- (d) must be returned by the proponent to Halifax Water immediately upon the request of Halifax Water.

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by Halifax Water. The confidentiality of such information will be maintained by Halifax Water, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by Halifax Water to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact.

### **3.6 Procurement Process Non-Binding**

#### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor Halifax Water will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and Halifax Water by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

#### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of Halifax Water to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

Halifax Water may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP Process (Part 3):

- (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 will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

## APPENDIX A – FORM OF AGREEMENT



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CONSULTING SERVICES CONTRACT**

**Halifax Regional Water Commission**  
(Halifax Water)

and

**XXXXXXXXXXXX**  
(Consultant)

(collectively, the Parties)

**IN CONSIDERATION OF** the mutual promises set forth in this Contract, the Parties agree as follows:

**Interpretation**

1. Definitions:

- a. "Address for Service of Notice" means the addresses for each Party noted in Schedule C.
- b. "Business Day" means every day except Saturday, Sunday and statutory holidays in Nova Scotia.
- c. "Change Order" means a written amendment to the Scope of Work that has been signed and consented to by the Parties and includes the following:
  - i. details of the change to the Scope of Work;
  - ii. any changes to the Pricing Schedule; and
  - iii. any changes to the timing of deliverables and/or the schedule of the work.
- d. "Confidential Information" includes, without limitation, information, documents, specifications, discussions, images and data that is confidential, proprietary, or otherwise not generally available to the public. Confidential Information may be found in policies, practices, memoranda, intellectual property, drawings, plans, financial information, strategic directions or other sources. For further clarity, Confidential Information does not include:
  - i. information which is or, during the term of this Contract, becomes generally available to the public, other than as a result of a disclosure by Receiving Party;

- ii. information which was known to the Receiving Party as non-confidential information prior to it being provided by the Disclosing Party;
  - iii. information which becomes available to the Receiving Party on a non-confidential basis; or
  - iv. information developed during the term of this Contract by either Party, which does not reference Confidential Information.
- e. "Consultant" means the Consultant and includes their directors, officers, employees, consultants, agents and representatives.
- f. "Consultant Documents" means drawings, plans, models, designs, specifications, reports, photographs, computer software proprietary to the Consultant, surveys, calculations and other data, which are otherwise used in connection with this Contract and which were prepared by or on behalf of the Consultant and/or are instruments of service for the Scope of Work.
- g. "Contract" means this Consulting Services Contract, including any appendices.
- h. "Disclosing Party" means the Party that discloses Confidential Information.
- i. "Party" means Halifax Water or the Consultant, as applicable, and includes their directors, officers, employees, consultants, agents and representatives.
- j. "Pricing Schedule" means the pricing schedule and/or unit costs set out in Schedule B and includes:
  - i. all materials, equipment, labour, applicable taxes, overhead and profit provided in accordance with this Contract;
  - ii. the cost of all installations carried out by parties other than the Consultant; and
  - iii. refunds or sales tax exemptions on any materials or equipment, or both.
- k. "Receiving Party" means the Party that receives Confidential Information.
- l. "Reimbursable Expenses" means those expenses that are payable by Halifax Water to the Consultant in accordance with Halifax Water policies and procedures.
- m. "Scope of Work" means the scope of work, goods and/or services and term of Contract set out in Schedule A.
- n. "Total Performance of the Work" is the date on which Halifax Water confirms in

writing that it is satisfied that:

- i. the Scope of Work has been successfully commissioned;
- ii. Halifax Water staff have been adequately trained in all matters of operation and maintenance relative to this Contract, where applicable;
- iii. All applicable inspections have been completed; and
- iv. the Consultant has delivered all Consultant Documents and required operation and maintenance manuals, where applicable.

### **Objectives**

2. Halifax Water is engaging the Consultant for the purpose of fulfilling the Scope of Work.
3. Subject to the terms and conditions of this Contract, the Parties agree to fulfill their respective duties set out in the Scope of Work.

### **Confirmations**

4. The Consultant confirms that:
  - a. the Consultant is properly incorporated, validly existing, in good legal standing, and has the full capacity and authority to enter into this Contract;
  - b. the Consultant has all necessary approvals, licenses, registrations and permits required by law to fulfill the terms of this Contract;
  - c. the Consultant has the necessary knowledge, experience and skills to perform and discharge its obligations hereunder in a diligent, prudent, timely and efficient manner;
  - d. the Consultant has undertaken all reviews and inquiries necessary to understand and appreciate the Scope of Work;
  - e. any information, service and/or Consultant Document(s) provided by the Consultant is true, accurate, free from defects and deficiencies, complete in all material respects, and shall accomplish the purposes intended;
  - f. the Consultant is bound by any relevant legislation, in addition to any obligations pursuant to this Contract;
  - g. any duties and obligations imposed on the Consultant by this Contract, and the rights and remedies available to the Consultant, will be in addition to and not a

limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law on the Consultant;

- h. the Consultant shall interpret building codes and by-laws as they apply to the Scope of Work at the time of design and as the Scope of Work progresses;
  - i. the Consultant agrees that Halifax Water will not compensate the Consultant for any additional services required in order to conform to different or alternate interpretations of building codes and by-laws, however Halifax Water will compensate the Consultant for any additional services required in order to conform to changes to building codes and by-laws;
  - j. the Consultant shall, at its own expense and promptly, correct any work performed, or omitted to be performed pursuant to this Contract, by either the Consultant or any sub-consultant which is not in accordance with this Contract and/or the Scope of Work;
  - k. the Consultant shall rectify and make good or cause to be rectified and made good all defects or deficiencies in any design, plan or specification for the Scope of Work which are detected or discovered, including those in respect of which the Consultant has been provided notice by Halifax Water;
  - l. the Consultant shall not place itself in a conflict of interest or a position that jeopardizes its ability to comply with the terms of this Contract, however, for greater clarity the Consultant is free to perform services for other parties while performing services for Halifax Water; and
  - m. the Consultant shall not accept a commission or other compensation from a manufacturer, supplier or contractor involved in the Scope of Work. The Consultant shall declare to Halifax Water any financial interest in the materials or equipment specified or recommended by the Consultant as part of the Scope of Work.
  - n. the Consultant is liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, volunteers, and subcontractors.
  - o. the Consultant shall immediately disclose to Halifax Water any change in control and comply with any terms and conditions subsequently prescribed by Halifax Water resulting from the disclosure.
5. Halifax Water makes no warranty or representation as to the accuracy or completeness of information and data furnished by it, including information and data originating from a consultant of Halifax Water.

**Priority of Documents**

6. If there is any discrepancy between the wording of two or more of the following documents, the wording of the document which appears first on the following listing shall prevail:
  - a. This Contract (excluding Appendices D and E).
  - b. Schedule D – the procurement solicitation.
  - c. Schedule E – the Consultant’s submission.

### **Payment**

7. The Consultant agrees to invoice Halifax Water via email at [accounting@halifaxwater.ca](mailto:accounting@halifaxwater.ca) for fees in accordance with the Pricing Schedule and reimbursable expenses, including applicable taxes, detailing:
  - a. The Consultant’s name, address, and the date the invoice was prepared;
  - b. The goods and/or services supplied, including a total for the invoice and a grand total for the project;
  - c. The project name and number, where applicable;
  - d. A percentage calculation of the total work, where applicable;
  - e. The applicable period of time in accordance with this Contract;
  - f. Where applicable, expenses and disbursements itemized separately and in accordance with Halifax Water policies and procedures, and
  - g. Any such other information as directed by Halifax Water.
8. Halifax Water agrees to pay the Consultant within thirty (30) days of receipt of an approved invoice in accordance with this Contract.
9. Notwithstanding the Pricing Schedule, Halifax Water may increase or reduce amounts owing to the Consultant for amounts that reflect:
  - a. approved Change Orders;
  - b. any portion of the Scope of Work that is performed by Halifax Water;
  - c. deletions made by Halifax Water from the Scope of Work; and
  - d. monetary damages or set offs retained by Halifax Water from the Consultant with respect to the Scope of Work;

10. In the event Halifax Water disputes any or all fees and/or Reimbursable Expenses invoiced by the Consultant, Halifax Water will pay the uncontested portion within the prescribed time. Disputes regarding invoices will be resolved in accordance with the dispute resolution provisions of this Contract.
11. Halifax Water may demand at any time during this Contract:
  - a. statutory declarations verifying payment of any sub-consultants or other sums owing by the Consultant in connection with this Contract;
  - b. reports from the Consultant on the progress or status of the Scope of Work at any time, in any format;and the Consultant shall comply with all reasonable demands. Halifax Water may withhold payment of invoices if the Consultant does not comply with a demand pursuant to this section.
12. Except as permitted in the Pricing Schedule, Halifax Water will make no partial payment towards the completion of reports. Payment for such tasks will be made upon acceptance of a 100% complete report.
13. Halifax Water will reimburse the Consultant using an electronic payment system. The Consultant agrees to provide Halifax Water with accurate financial information. The Parties agree that any changes to the payment terms of this Contract, including the Consultant's financial information, must be made in writing on consent via the Address for Service of Notice.
14. The Consultant shall maintain records of fees and Reimbursable Expenses invoiced to Halifax Water using generally accepted accounting methods, which shall be made available for inspection and audit by Halifax Water at a mutually convenient time during the term of this Contract and for a period of up to two (2) years following Total Performance of the Work.
15. If the Consultant's work is referable to a particular piece of property, Halifax Water will pay invoices up to a maximum of 90% of the fee quoted for a particular phase or component of the Scope of Work with the balance of the fee payable upon completion of the phase or component in question, all in accordance with the *Builder's Lien Act* (Nova Scotia).

### **Change Orders**

16. Halifax Water may, at any time direct the Consultant to proceed with a change to the Scope of Work that Halifax Water, in its sole discretion, deems necessary or beneficial.
17. The Consultant may request changes to the Scope of Work by providing Halifax Water with a written description of the proposed change(s), which shall include details of the

change(s) and any impact on price and/or schedule. Halifax Water shall respond to the requested change without unreasonable delay.

18. Upon agreement of a request for changes, the Parties shall execute a Change Order, which upon execution, becomes a part of this Contract.

### **Sub-Consultants**

19. The Consultant shall obtain the approval of Halifax Water for any sub-consultants prior to engaging those sub-consultants in any work. Any such approval provided by Halifax Water shall not relieve the Consultant of any obligations pursuant to this Contract.
20. The Consultant shall require all sub-consultants to comply with this Contract.
21. The Consultant shall coordinate the activities of any and all sub-consultants and pay any and all sub-consultants in accordance with relevant legislation.

### **Safety**

22. The health and safety of all personnel working on this project is of utmost importance to Halifax Water. In addition to governing law the Consultant shall, at a minimum, comply with the sections of Halifax Water's Occupational Health & Safety Program Manual and policies that apply to contractors, as amended from time to time.
23. If requested by Halifax Water, the Consultant shall submit to Halifax Water a place of work safety plan(s) prior to commencement of any work and for the duration of the project.
24. The Consultant must follow work-safe procedures for incident/near miss reporting and inspection processes. The Consultant must immediately report all incidents and near misses to Halifax Water.

### **Confidentiality**

25. The Parties acknowledge that they may disclose to and receive from each other Confidential Information, in connection with the Scope of Work. The Parties agree that when disclosing or receiving Confidential Information:
  - a. the Receiving Party shall keep Confidential Information strictly confidential and safeguard it from unauthorized disclosure;
  - b. Confidential Information may be disclosed to the Receiving Party's affiliates, directors, officers, employees, consultants, subconsultants and agents, but only where necessary in and in accordance with this Contract;

- c. Confidential Information shall not be used by the Receiving Party for any purpose other than in accordance with this Contract;
- d. if the Receiving Party is requested or required to disclose Confidential Information, the Receiving Party shall promptly notify the Disclosing Party, and where the Disclosing Party has not consented to disclosure, the Receiving Party will only disclose such Confidential Information as required by law;
- e. Confidential Information will remain the property of the Disclosing Party;
- f. Confidential Information, including any copies thereof, will be returned to the Disclosing Party immediately upon request or at the expiration of this Contract, whichever comes first;
- g. the Receiving Party shall not retain any copies of Confidential Information, unless required by law or regulatory practice; and
- h. the Receiving Party acknowledges and agrees that money damages would not be a sufficient remedy for any breach of this section by the Receiving Party and the Disclosing Party shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies will not be the exclusive remedies for a breach of this section by the Receiving Party but will be in addition to all other remedies available at law or in equity to the Disclosing Party.

### **Copyright and Intellectual Property**

- 26. Halifax Water shall retain all right, title and interest in any reports or documents generated pursuant to the Scope of Work, whether or not this Contract is terminated prior to Total Performance of the Work. This includes reproducible and electronic copies. Halifax Water shall have an unrestricted right to use any reports or documents for any purpose it deems necessary, whether in connection with this Contract or otherwise.
- 27. Unless otherwise provided in this Contract, the Consultant shall retain all right, title and interest in any Consultant Documents created prior to the commencement of this Contract.

### **Insurance**

- 28. The Consultant shall provide, maintain and pay for any and all insurance covering its obligations under this Contract including, but not limited to:
  - a. Professional liability insurance covering the services described in this Contract with coverage limits not less than \$2,000,000. Coverage will be maintained continuously from the commencement of the Services until completion or



termination of the Services and, for two years following termination of this Contract or Total Performance of the Work, whichever is later; and

- b. Commercial general liability insurance with limits of not less than \$5,000,000. The policy shall include Halifax Water as an insured, be continuous from the commencement of this Contract and continue for two years following termination of this Contract or Total Performance of the Work, whichever is later.
29. The Consultant shall require each of its sub-consultants to provide, maintain and pay for insurance equivalent in scope and terms to those required of the Consultant pursuant to this Contract.
  30. The Consultant shall, upon request, provide Halifax Water with certificates of insurance for itself and/or its sub-consultants.
  31. If the Consultant fails to provide, maintain or pay for insurance and/or to provide certificates of insurance pursuant to this Contract, Halifax Water may terminate this Contract or purchase the insurance and deduct such costs from amounts owing to the Consultant pursuant to this Contract.

#### **Indemnity**

32. The Consultant shall indemnify and hold harmless Halifax Water from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings, including solicitors fees whether in respect of losses suffered by Halifax Water or in respect to claims by third parties that arise out of or are attributable in any respect to the Consultant's work under this Contract.

#### **Termination, Default and Force Majeure**

33. Halifax Water may terminate this Contract by giving ten (10) days' notice to the Consultant and the termination shall be effective in accordance with the notice. Upon receiving notice of termination from Halifax Water, the Consultant shall immediately cease its activities under this Contract. If the Contract is terminated pursuant to this section, Halifax Water shall pay the Consultant for work performed to the date of termination, but shall not be responsible for any other losses or damages, including any incidental, consequential, indirect or punitive damages, suffered by the Consultant.
34. Notwithstanding section 35 of this Contract, Halifax Water may terminate this Contract immediately and without prior written notice to the Consultant, if, Halifax Water determines in its sole and unfettered discretion, that the Consultant has:
  - a. been convicted of any crime or offense;
  - b. failed to or refused to comply with the policies and procedures of Halifax Water;

- c. become bankrupt or insolvent;
  - d. made a general assignment for the benefit of creditors;
  - e. had a receiver appointed for all or any substantial part of the assets of the Consultant;
  - f. become the subject of proceedings to wind up or dissolve the Consultant; or
  - g. engages in serious misconduct in connection with performance of this Contract.
35. If the Consultant materially breaches one or more terms of this Contract, Halifax Water may provide notice to the Consultant of default. The Consultant shall then remedy the default within five (5) days or such longer period of time as agreed to by Halifax Water. If the Consultant fails to remedy the identified default within the stipulated time, or if the default is not correctible, Halifax Water may, without prejudice to any other right or remedy it may have, immediately terminate this Contract.
36. Neither Party shall be considered in default of this Contract nor liable for any damages for a reasonably unforeseeable event beyond the control of such Party, such as natural disasters, epidemics, pandemics, fires, accidents, acts of war, insurrections, riots, acts of terrorism, wildcat strikes, partial or total work stoppages, slowdowns or lock outs. The Party claiming *force majeure* shall give notice as soon as practical to the other Party and shall use all reasonable efforts to avoid or mitigate the effect of the *force majeure* event. If the *force majeure* event continues for more than ninety (90) days, either party may give notice to the other to immediately terminate this Contract.

### **Dispute Resolution**

37. The Parties shall use reasonable commercial efforts to amicably resolve any dispute arising under or in any way related to this Contract. In the event the Consultant and Halifax Water fail to resolve such dispute within ten (10) days, either Party may refer the dispute to non-binding arbitration, mediation or a court of law in a competent jurisdiction for resolution. Except where clearly prevented by a dispute, the Parties shall continue to perform their obligations under this Contract while such dispute is being resolved in accordance with this section.

### **General Clauses**

38. Time shall be of the essence in this Contract.
39. The Consultant is engaged as an independent contractor for the sole purpose of fulfilling this Contract. Neither the Consultant nor any of its personnel is engaged as an employee, servant or agent of Halifax Water.
40. This Contract shall be binding upon the Parties and their respective successors and

permitted assigns.

41. The Consultant shall not assign any rights or delegate the performance of any duties under this Contract, without the prior written consent of Halifax Water.
42. Any reference to currency shall be to Canadian dollars unless otherwise stated.
43. All notices to be given to a Party pursuant to this Contract shall be in writing and delivered to the Address for Service of Notice either personally, by courier, by registered mail, or by electronic mail. Notices shall be deemed to be received on the Business Day following delivery personally, by courier, or by electronic mail, or three (3) Business Days after the date of delivery by registered mail.
44. All of the Consultant's confirmations and warranties set out in this Contract as well as the provisions concerning insurance, indemnity and confidentiality shall survive the termination or expiry of this Contract, as shall any other provision of this Contract which, by the nature of the rights or obligations set out therein, might reasonably be expected to be intended to survive.
45. This Contract constitutes the entire and sole agreement between the Parties and supersedes all previous negotiations, communications and other agreements, whether written or oral.
46. If any provisions of this Contract, or any portion thereof, are held to be invalid and unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.
47. Any news release, public announcement, media bulletin, marketing or other general advertisement or publicity, social media post, published material or public speaking engagement to be released or engaged by either Party in connection with this Contract or the Scope of Work must have the prior written approval of the Parties. This provision applies to any sub-consultants engaged by either Party in connection with this Contract.
48. This Contract will be governed by and construed in accordance with the laws of Nova Scotia and is to be performed without regard to conflict of laws principles. Any arbitration, mediation or court proceeding shall take place in Halifax, Nova Scotia.
49. No failure or delay in exercising any term of this Contract will operate as a waiver, nor will any single or partial exercise preclude exercising any term of this Contract.
50. This Contract may be modified only in writing with the consent of both Parties.

51. This Contract may be executed in multiple counterparts, each of which shall be deemed to be an original for all purposes. This Contract may be executed by facsimile or reproductive signature and the Parties shall recognize such execution as valid and binding execution.

**SIGNED, SEALED AND DELIVERED**, on the date written above, by:

Witnessed by:

**Halifax Regional Water Commission**

\_\_\_\_\_  
Name: \_\_\_\_\_

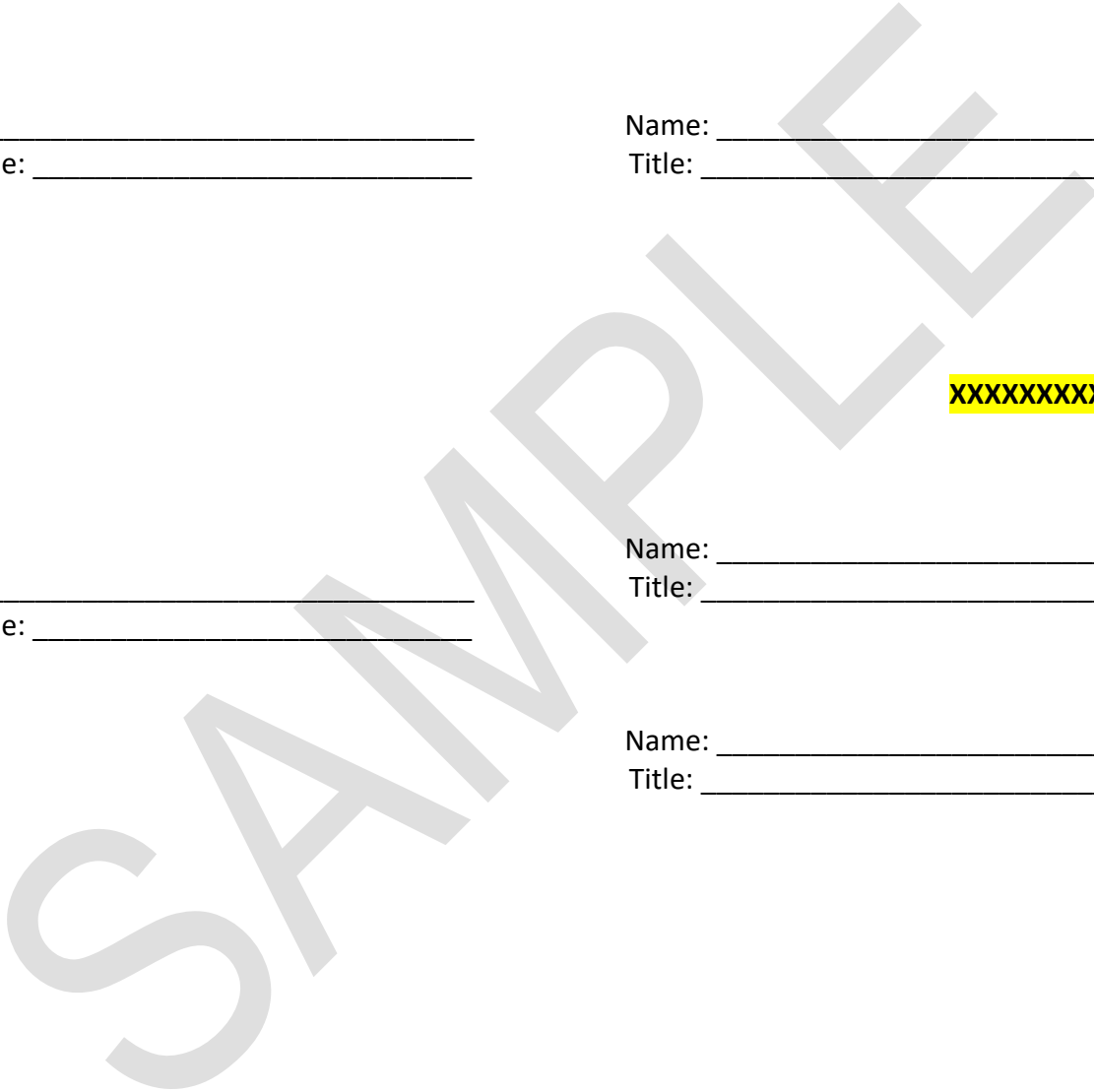
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## SCHEDULE A

### Scope of Work

Procurement Project No.	
Project Name	
Location of Work	
Halifax Water Staff Contact	Name: Email: Phone:
Consultant Contact	Name: Email: Phone:
Term of Contract	Begin: End:
Sub-Consultants	

The Scope of Work includes the Consultant providing construction administration services. The following provisions apply to the Consultant:

- CAS1. Construction administration services provided by the Consultant are for the benefit of Halifax Water.
- CAS2. Notices, instructions, requests, claims or other communications between Halifax Water and consultants, contractors and/or sub-contractors will be made by or through the Consultant, unless Halifax Water determines otherwise.

- CAS3. The Consultant will coordinate activities of any other consultants, contractors and/or sub-contractors retained for the purpose of fulfilling the Scope of Work.
- CAS4. The Consultant will visit the location of the work as needed and/or as requested by Halifax Water, for the purpose of assessing and ensuring that other consultants, contractors and/or sub-contractors are carrying out the Scope of Work in accordance with this Contract.
- CAS5. The Consultant will interpret and make findings on all claims made by either Halifax Water or other consultants, contractors and/or sub-contractors on matters relating to the interpretation of the Consultant Documents.

The Scope of Work includes the requirement for the Consultant to issue certifications. The following provisions apply to the Consultant:

- CERT1. Any and all certifications issued by the Consultant shall be issued with the degree of care, skill, and diligence normally provided by consultants issuing comparable certifications in respect of projects of a similar nature to that contemplated by this Contract, based upon data reasonably available to the Consultant.
- CERT2. Issuance by the Consultant of a certificate for payment constitutes a representation by the Consultant to Halifax Water that, to the best of the Consultant 's information and belief:
- a. the work has progressed to the value indicated;
  - b. the work conforms with the Scope of Work and this Contract; and
  - c. payment is authorized for the amount certified to the appropriate party.
- CERT3. The Consultant's issuance of a certificate for payment is subject to:
- a. review and evaluation of the work for general conformity with the Scope of Work and this Contract;
  - b. the results of any required tests;
  - c. correction of deviations detected prior to or after completion of the work that is the subject of the certificate for payment; and
  - d. any specific qualifications stated in the certificate for payment.

**SCHEDULE B**

Pricing Schedule

SAMPLE

**SCHEDULE C**

Address for Service of Notice

<p>Halifax Water:</p> <p>450 Cowie Hill Road P.O. Box 8388, RPO CSC Halifax, Nova Scotia B3K 5M1</p> <p>Attention: Procurement Manager Email: <a href="mailto:procurement@halifaxwater.ca">procurement@halifaxwater.ca</a></p>	<p>Consultant:</p> <p>Attention: Email:</p>
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SAMPLE



**SCHEDULE D**

Procurement Solicitation

SAMPLE

**SCHEDULE E**

Consultant's Submission

SAMPLE

## APPENDIX B – RFP PARTICULARS

### A. THE DELIVERABLES

The scope of work for this project is to replace the existing fire pump at the Hwy #7 Booster Station and will include:

- General
  - Review the existing water service area, historical and future flow requirements and provide recommendations.
  - Assess/determine the current and future fire flow requirements for the Hwy #7 booster station.
  - Design of system shall meet Halifax Water and Nova Scotia Environment requirements including NSF 61 rating for components in contact with potable water.
- Mechanical/Pumping
  - Review existing piping.
  - Design of temporary piping, discharge pressure control and gate valves required to provide a temporary diesel driven high flow pump located on the exterior of the building in a fenced enclosure.
  - Design of a new electric driven pumping system including pressure relief/recirculation system, control valves, piping, and gate valves.
- Electrical/Generator
  - Review existing fuel storage tank location.
  - Design recommendations for new double wall storage tank including, volume, spill containment, new fill, and vent piping.
  - Review existing electrical, control and SCADA infrastructure.
  - Design of interior diesel driven generator system including electrical service size, transfer switch, generator control panel, structural reinforcing for slab, generator location, exhaust system, cooling system, and integration into existing electrical infrastructure.
  - An analysis must be completed on the generator for air cooling system vs liquid cooling. Recommend and design upgrades to building drainage system if liquid cooling is preferred. Recommend and design upgrades to the building ventilation system if air cooling is preferred.
- Plumbing
  - Operations staff have identified a drainage issue in the basement floor drain of the structure. Investigate drainage issue including video inspection and recommended repair options.

### Life Cycle Approach

In addition to the direct performance requirements highlighted in this section, it is Halifax Water's objective to have delivered by the Proponent a solution with the lowest life cycle cost. Based on the nature and complexity of the assignment Proponents should propose the appropriate approach and level of effort to achieve this objective.

The assets of Halifax Water typically have a life span of decades in duration and depending on the infrastructure the operating and maintenance costs can exceed the capital cost by many times. The optimal design solution should provide the following:

- efficient operation and maintenance resulting in least cost O&M for such items as: labour, chemicals, and energy;
- minimal capital reinvestment during the life of the asset;
- positive impact on the environment; and
- compliance with regulations.

Note: Sections 1.1 to 1.6 inclusive encompass the design phase services. Section 4.7 is the tender phase services. Sections 1.8 to 1.15 inclusive encompass the construction phase services. Proponents are advised that the funding for the construction phase of this project is subject to approval by the Halifax Water Board of Directors and Nova Scotia Utility and Review Board.

### **1.1 Project Administration / Management (from commencement of project to the end of the tender phase)**

The consultant shall be responsible for all aspects of coordination and project management and shall designate, in writing, a project manager. All coordination of services between Halifax Water and the successful consultant shall be the responsibility of the respective project managers.

Halifax Water expects the consultant to keep the project within scope, budget, and on schedule and to ensure that appropriate quality control and quality assurance practices are used to provide the best product possible to Halifax Water.

#### ***(a) Activities include:***

- i. Confirm client requirements and objectives at project outset;
- ii. Initiate meetings;
- iii. Maintain all project documentation;
- iv. Provide written project updates (see clause 5.4 of Engineering Agreement) to Halifax Water on a Monthly basis. The updates are to include specific status updates on schedule and budget. In gantt chart format the project progress is to be tracked against the original schedule utilizing Microsoft Project;
- v. Schedule, facilitate and record 5 meetings with the Halifax Water Project Manager and relevant stakeholders throughout the design process. The purpose of the meetings will be to review and update work progress (ie. scope, schedule & budget) and to review and update project management plans;
- vi. Identify & manage risks associated with the project;
- vii. Proactive and thorough communication with Halifax Water throughout the duration of the project;
- viii. Manage overall project scope, schedule, budget & quality control; and
- ix. Ensure all project changes are discussed and approved by Halifax Water in advance of proceeding with the work.

#### ***(b) Key Deliverables include:***

- i. All recorded information including project reports, project CD, templates, surveys, calculations, sketches, plans, meeting minutes & correspondence;
- ii. Regular written project updates outlining progress for the review period. The updates are to be reviewed and signed by the consultant's quality assurance representative for the project;

- iii. At project outset develop risk management plan including all mitigative measures used to manage project risks; and
- iv. Documentation of any project changes (scope, schedule, budget & quality impacts) including correspondence reflecting Halifax Water's approval prior to proceeding with the proposed changes.

### **1.2 Concept Design**

The purpose of this task is to complete summarize the inspection findings, recommendations, discussions and select a preferred approach. Develop preliminary level designs complete with drawings, and cost estimates.

**(a) Activities include:**

- i. Preliminary design review process in full consultation with Halifax Water;
- ii. Coordinate with Halifax Water to obtain all current analytical data from pertinent sources before design work begins. Any claim by the Proponent of lack of information provided by Halifax Water will not be regarded as sufficient reason for non-completion or delay of the work;
- iii. Site visit to witness operation of the existing high flow pump to document existing conditions, flow, pressure, surge relief, current set points, etc.

**(a) Key deliverables include:**

- i. Draft preliminary design report including concept drawings
- ii. Final preliminary design report including concept drawings
- iii. Detailed Class 3 (Concept) cost estimate based on the preliminary design options

### **1.3 Detailed Design**

The purpose of this component is to complete the detailed design. In addition to meeting Halifax Water standards, the engineering design shall meet the minimum requirements of Nova Scotia Environment (NSE) and conform to the requirements of other regulatory agencies, from which approval may be necessary.

**(a) Activities include:**

- i. Detailed design review process completed in full consultation with Halifax Water;
- ii. Owner review of the final detailed design report. Prepare the design drawings & documents (including detailed engineering drawings, specifications & detailed cost estimates), as per the current Halifax Water Design & Construction Specifications; and
- iii. Revise drawings and specifications as necessary, as part of the review process.

**(b) Key Deliverables include:**

- i. Detailed design report;
- ii. Detailed design drawings, specification; and
- iii. Operational narrative outlining integration of new high flow pump into existing booster station including hydraulic set points, system control, flow monitoring, amperage, run status, etc.
- iv. Detailed Class 1 (Issued for Tender) cost estimate based on the detailed

design.

#### **1.4 Tender Phase Services**

The purpose of this component is to prepare the tender package ready for issue by Halifax Water.

**(a) Activities include:**

- i. Prepare draft tender package using the current Halifax Water Standard tender template that will be provided by the project manager and submitted to Halifax Water for review;
- ii. Prepare tender package ready for issue by Halifax Water and appropriate for posting to the NS Government website; and
- iii. Respond to bidder enquiries & prepare addenda during the tendering process.

**(b) Key Deliverables include:**

- i. Electronic copy and one reproducible hard copy of the tender package for issuing to bidders; and
- ii. Addenda during tendering process as needed.

#### **1.5 Construction Management/Administration (from end of tender phase to completion of project)**

Provide construction management/administration including:

**(a) Activities include:**

- i. Facilitate and host the pre-construction meeting;
- ii. Schedule, facilitate and record bi-weekly meetings with the Halifax Water Project Manager, contractor, and relevant stakeholders throughout the construction phase of the project. The purpose of the meetings will be to review and update work progress (ie. scope, schedule & budget), review and update project management plans, and to review, update and track meeting minutes and action items;
- iii. Provide clarification on the design intent of the drawings and specifications;
- iv. Review the quality of contractor workmanship;
- v. Provide weekly inspection reports on progress and issues/deficiencies;
- vi. Manage & resolve construction deficiencies;  
Manage site instructions, directives, contemplated change orders, and change orders; Consultant to review and comment on the fairness of the contractor CCO quotes;
- vii. Respond to contractor design questions and requests for information; Review all payment certificates and recommend amounts for payment based on the consultant's determination of the work completed in a timely manner; and Facilitate and host a post construction wrap up meeting. This meeting shall serve as a general review of the project. It shall also serve as the appropriate setting for dissemination of information such as presentation of the project certification, record information package, operation and maintenance manuals, and the handing over of spare parts and warranties to Halifax Water operations staff.
- viii. Review all payment certificates and recommend amounts for payment based on the consultant's determination of the work completed in a timely

- manner; and
- ix. Facilitate and host a post construction wrap up meeting. This meeting shall serve as a general review of the project. It shall also serve as the appropriate setting for dissemination of information such as presentation of the project certification, record information package, operation and maintenance manuals, and the handing over of spare parts and warranties to Halifax Water operations staff.

**(b) Key Deliverables include:**

- i. Accurate and timely communication on construction phase;
- ii. Log of documented issues including recommended resolutions to issues;
- iii. Record meeting minutes, reports and other correspondence related to design & construction; and
- iv. Timely processing of site instructions, directives. CCOs, COs, and progress certificates.

**1.6 Part Time Resident Inspection**

The purpose of this task is to provide part time inspection services while working with the Project Managers to ensure the safety and quality of work. This includes:

**(a) Activities include:**

- i. Provide weekly summary of work completed onsite with pictures and weekly summary reports on progress, issues and deficiencies;
- ii. Review the quality of contractor workmanship including coordination of onsite QA/QC audits and inspections;
- iii. Manage and resolve construction deficiencies; Manage site instructions, directives, contemplated change orders, and change orders;
- iv. Review all payment certificates and recommend amounts for payment based on the Proponent's determination of the work completed in a timely manner;
- v. Ensure the contractor follows safe working procedures and comply with *Nova Scotia Occupational Health and Safety Regulations*.
- vi. Collect necessary field conditions to completion of record information package
- vii. The Proponent is to survey all buried components. Reliance on the contractor's survey information is not acceptable;
- viii. Throughout construction the Proponent is expected to maintain a record of all constructed conditions including changes. Reliance on the contractor's "red line" information is not acceptable;

**(b) Key deliverables include:**

- i. Accurate and timely communication on construction phase;
- ii. Record all final settings determined in the field and reflect this information in the Record Information Package;
- iii. Undertake and document deficiency and warranty inspections;

### **1.7 Submittal Review Process**

The purpose of this task is to ensure the products proposed by the contractor comply with the contractual requirements.

**(a) Activities include:**

- i. Undertake submittal review process including shop drawings, samples, and requests for alternative products.

**(b) Key Deliverables include:**

- i. All submittals are appropriately reviewed and documented in a timely manner.

### **1.8 Inspection by the Engineer(s) of Record**

The objective of this task is for the engineer(s) of record to undertake the necessary review and inspection.

**(a) Activities include:**

- i. Engineer(s) of record undertake project reviews and inspections.

**(b) Key Deliverables include:**

- i. Enables the project certification by engineer(s) of record at the conclusion of the project.

### **1.9 Facility start-up**

The purpose of this task is to ensure the contractor has completed the start-up and that it is now ready for commissioning.

**(a) Activities include:**

- i. Provide start-up services as per the requirements of the current edition of the Halifax Water Design and Construction Specifications.

**(b) Key Deliverables include:**

- i. Response to request for information (RFI) from the contractor during the facility start-up phase.

### **1.10 Commissioning Services (including SCADA)**

The objective of this task is for the facility to be completely commissioned and ready for normal operation.

**(a) Activities include:**

- i. Provide commissioning services as per the requirements of the current edition of the Halifax Water Design and Construction Specifications.
- ii. Assist Halifax Water with a flow test of newly installed pump equipment

**(b) Key Deliverables include:**

- i. Operation narrative for the new high flow pump including integration with



- existing control system, set points, pressure, flow, run time, etc.
- ii. Identification of the commissioning officer to lead the commissioning process, creating the commissioning plan, creating site acceptance testing protocols, and leading and directing the commissioning process;
- iii. Commissioning plan; and
- iv. Witness the facility commissioning and the SCADA commissioning;
- v. Provide a commissioning report.

### **1.11 Facility Training**

The purpose of this task is to ensure Halifax Water staff are adequately trained so that they can operate and manage the facility.

**(a) Activities include:**

- i. Provide training services as per the requirements of the current edition of the Halifax Water Design and Construction Specifications.

**(b) Key Deliverables include:**

- i. Halifax Water staff are trained in the operation and maintenance of the facility.

### **1.12 Warranty Period Services**

The purpose of this task is to provide services during the warranty period.

**(a) Activities include:**

- i. Undertake and document deficiency and warranty inspections; and
- ii. Processing of final claim(s).
- iii. Complete onsite inspection at one year after substantial completion
- iv. Complete onsite inspection at two years after substantial completion

**(b) Key Deliverables include:**

- i. Project certification.
- ii. Inspection reports at intervals outlined above

### **1.13 Record Information Package**

The purpose of this task is to provide Halifax Water with a complete record information package for the project. All electronic information created for the project shall be provided to Halifax Water and this information shall be in a format that is acceptable to Halifax Water and can be readily input into corporate and GIS databases. The scope of requested information includes all reports, drawings, figures, mapping, specifications and calculations etc.

**(a) Activities include:**

- i. Collect and compile all necessary information for inclusion in the record information package
- ii. Manage the contractor performance so that needed contractor Deliverables are received within the required schedule for provision of the

- record information package;
- iii. Survey of all buried components. Reliance on the contractor's survey information is not acceptable;
- iv. Maintain a record of all as-constructed conditions including changes. Reliance on the contractor's "red line" information is not acceptable;
- v. Provide a draft record information package to be submitted for review to Halifax Water within **30** calendar days after the issuance of substantial completion and are to assume that this review will be complete in two weeks. The complete and final record information package is to be received by Halifax Water within two (2) weeks of consultant's receipt of Halifax Water comments on the draft record information package submission.

Note: It is Halifax Water's perspective that substantial completion of a project is not achieved until the infrastructure is commissioned and staff are trained in its operation and maintenance. This includes the contractor complying fully with their contractual obligations with respect to the provision of information for inclusion in the Operation and Maintenance Manuals.

**(b) Key Deliverables include:**

- i. Provide three (3) hard copies and an electronic copy of the complete record information package. Hard copies and electronic copies of Operational and Maintenance Manuals are to be supplied as a standalone file/document. All PDF documents are to be unencrypted searchable electronic files. The record information package is not to include contradictory or duplicative information.

The record information package must contain the following items:

- a) Title Page including:
  - identification of document as an Record Information Package;
  - project name;
  - project Contractor;
  - project Engineer;
  - date of issuance;
- b) Index;
- c) All submission requirements identified in Sections 7.0 and 8.0 of the Halifax Water Design & Construction Specifications;
- d) Schematic site plan;
- e) Meeting minutes;
- f) Weekly construction inspection reports;
- g) Provide color digital photographs of the works for pre-construction, construction, and post-construction. The post-construction photographs shall include photographs taken at angles showing the main features of the facility, e.g., buildings, fencing enclosures, outfall, overflow path, adjacent properties and other relevant information. Construction photos of lineal work are to be at 50 metre intervals (or more frequent). All photos are to be adequately labelled with

- subject, date/time, location, and cardinal direction;
- h) Permits & certificates;
- i) Progress claims/payment certificates;
- j) Site instructions, directives, contemplated change orders, and change orders;
- k) Approved shop drawings.

## **B. MATERIAL DISCLOSURES**

All contractors, Proponents and their employees working for Halifax Water must obtain a “Police Record Check” (PRC). The process for obtaining PRCs is outlined in Appendix D.

### **COVID-19**

Be advised that during the COVID-19 pandemic, various travel restrictions and safety precautions have been implemented by the Nova Scotia and Canadian governments, as well as Halifax Water. Travel to, from and within Halifax Water facilities may be restricted during this time and will be subject to enhanced safety measures and procedures.

### **NSUARB**

Halifax Water is regulated by the Nova Scotia Utility and Review Board. Contract award is dependent upon Halifax Water receiving funding approval from the Nova Scotia Utility and Review Board.

## **PROJECT SCHEDULE**

Proponents are to assume that the schedule for this project will be as follows:

- Concept and Detailed Design work: August 2022 to November 2022
- Tender: December 2022
- Construction: Summer/Fall 2023

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **1. Submission Form (Appendix C)**

Each proposal must include a Submission Form (Appendix C) completed and signed by an authorized representative of the proponent.

### **2. Pricing**

Each proposal must include pricing information that complies with the instructions set out below in Section G of this Appendix B.

## **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

## E. PRE-CONDITIONS OF AWARD

The selected proponent must provide confirmation of the following prior to the award of the contract:

- a. Professional liability insurance covering the services described in this Contract with coverage limits not less than \$2,000,000. Coverage will be maintained continuously from the commencement of the Services until completion or termination of the Services and, for two years following termination of this Contract or Total Performance of the Work, whichever is later; and
- b. Commercial general liability insurance with limits of not less than \$5,000,000. The policy shall include Halifax Water as an insured, be continuous from the commencement of this Contract and continue for two years following termination of this Contract or Total Performance of the Work, whichever is later.
- c. Provide a valid Workplace Safety Certificate of Recognition (COR) issued by an authorized institution as listed by the Workers' Compensation Board of Nova Scotia prior to the award of the contract.

Failure to provide confirmation will result in the disqualification of the proponent from the RFP process.

## F. EVALUATION CRITERIA

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. <b>Non-Price Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
Technical Score		N/A
i. Project Understanding and Implementation Plan	35 points	
ii. Company Experience and Project Team Qualifications	35 points	
iii. Project Management	10 points	
<b>Pricing</b> (see Section G below)	20 points	
<b>Total Points</b>	100 points	

### Non-Price Rated Criteria Scoring

#### Technical Proposal

The proposal should include the following:

**i. Project Understanding and Implementation Plan- 35 points**

Proponents should provide a section that clearly demonstrates the proponent's understanding of the assignment and the Deliverables requested. Note: Halifax Water does not want to see submissions that simply rewrite the content of this RFP. Proposals should include as a minimum:

- (a) The proponent's understanding of the activities and Deliverables quoted in the RFP and for the nature of the work required to meet the project objectives. **-7 points**
- (b) Proponents are to clearly demonstrate their understanding of construction cost estimating as part of their design process and provide their methodology for ensuring accurate project cost estimates through the design phase of the project. - **7 points**
- (c) The proposed approach and methodology to be used to meet the project objectives and Deliverables. **- 7 points**
- (d) The proposed work program and schedule that identifies start and end times and key milestones (a Gantt chart in MS Project 2007 format is preferred). The proponent is expected to propose a schedule that they feel is realistic and achievable. - **7 points**
- (e) A Time Task Matrix showing the breakdown of tasks and associated resource hours for each team member including all subproponent team members. (Note: **NO** cost information should be shown in the Time-Task matrix submitted in the **TECHNICAL** proposal. Costs may only be shown in the **FINANCIAL** proposal. – **7 points**

**ii. Company Experience and Project Team Qualifications- 35 points**

The proposal should include information on the key project personnel including:

- (a) A section that outlines information on the key project personnel, including identification of a Project Manager. Provide brief explanation as to why this person is appropriate for this role including recent project management experience.

The project team for this assignment should consist of personnel skilled and experienced in the following activities:

- Project Management
- Structural Design & Analysis
- Process Piping & Mechanical Design
- Electrical Design
- Instrumentation & Control
- Hydraulic Analysis
- Construction Cost Estimation

The proposal should outline the personnel to be used for this assignment, provide an explanation of the project personnel's direct experience with the skills noted above, and identify specific projects and dates in which these skills were demonstrated. Curriculum vitae / resumes for the identified project personnel may be submitted as part of the attachments / appendices.

In the event of a change in the personnel named and assigned to perform the services under the contract, the Proponent shall be required to submit, for approval to Halifax Water, the credentials and resumes and hourly charge rate of the alternate personnel the Proponent proposes to use in the performance of the contract. Substitutions of personnel from those identified in the response to the RFP must have like qualifications of the listed personnel. Changes must be submitted in writing by the Proponent and approved in writing by Halifax Water.

Identify the sub-proponent firms and personnel to be retained to complete this assignment including a description of the merits of their participation, a description of their qualifications, and a list of their project team members. Curriculum vitae / resumes for all project team members should be submitted as part of the appendices.- **20 points.**

- (b) A project team organizational chart that identifies the lead person for each component of the project.- **3 points**
- (c) For each of the key personnel, provide on a quarterly basis breakdown, the hours currently committed to other duties and the hours proposed to be allocated to this project.- **3 points**
- (d) Provide three (3) completed reference projects, within the last five (5) years, similar in size and scope to the Deliverables with details on which proposed project team members participated and their roles. For each project, include a summary table, as per the table in Appendix F.- **3 points per project- 9 points total.**

**iii. Project Management- 10 points**

The proposal should include information to help Halifax Water understand and evaluate the proponent's approach to managing projects including:

- (a) Approach to project planning and control.-**2 points**
- (b) Approach to management of the project scope, schedule and cost.-**1 points**
- (c) Approach to construction cost management and the formal Change Order process as it relates to changing conditions, owner requests, and design errors/omissions.- **1 points**
- (d) Approach to quality management.- **1 points**
- (e) Approach to communication management within the overall project team and with external stakeholders. If part or all of the team is remote from Halifax provide specifics as to how this will be

managed.- **1 points**

(f) Approach to risk management. -**2 points**

(g) Corporate and project approach to occupational health and safety.-  
**2 points**

## **G. PRICE EVALUATION METHOD**

Pricing is worth **20 points** of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

### **Instructions on How to Provide Pricing**

- (a) Proponents should submit their pricing information by completing the attached pricing form and including it in their proposals.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) For each component and associated subtasks identify the individuals proposed to accomplish the work, their associated hours and their hourly rates.
- (e) Total all inclusive cost for the project including billable expenses and identify this proposed Maximum Fee.

### **Required Pricing Information**

#### **Financial Proposal Form**

This Form shall be filled out and included in the Financial Proposal.

Proponents are to assume that the schedule for this project will be as follows:

- Concept and Detailed Design work: July 2022 to October 2022
- Tender: November/December 2022
- Construction: Spring/Summer/Fall 2023

The proponent is to include in the Financial Proposal all future cost increases including salary, Sub-consultant, expenses, etc. for the anticipated duration of this project. Should the work extend beyond the anticipated completion date the Proponent shall be permitted to increase their fees / expenses by the prevailing construction price index for that work which is undertaken after 2023.

For purposes of preparing the response to this RFP, the proponent is to assume a total construction duration of 12 weeks. It is to be assumed that 20 hours of part time resident inspection will be required each construction week.



PART A

<b>Proponent Name:</b>			
<i>The fee for the project is broken-down as follows:</i>			
<b>ITEM</b>			
<b>Design Phase Services</b>			
1.1	Project Administration/Management (from commencement of project to end of the tender phase)	\$	
1.2	Concept Design	\$	
1.3	Detailed Design	\$	
Design Phase Expenses		\$	
Design Phase Subtotal		\$	
<b>Tender Phase Services</b>			
1.4	Tender Phase Service	\$	
Tender Phase Expenses		\$	
Tender Phase Subtotal		\$	
<b>Construction Phase Services</b>			
1.5	Construction Administration/ Management (from end of the tender phase to project completion)	\$	
1.6	Part Time Resident Inspection	\$	
1.7	Submittal Review Process	\$	
1.8	Inspection by the Engineer(s) of Record	\$	
1.9	Facility start-up	\$	
1.10	Commissioning Services	\$	
1.11	Facility Training	\$	
1.12	Warranty Period Services	\$	
1.13	Record Information Package	\$	
Construction Phase Expenses		\$	
Construction Phase Subtotal		\$	\$
Project Subtotal			\$
HST			\$
<b>TOTAL Proposed Maximum Fee</b>			\$

The proponent must provide the unit cost for:

**PART B**

Rates for the following that will be credited / charged to Halifax Water for each unit below/above the estimated units stipulated in each section above:	
Construction Management/Administration and full time resident inspection (for each working week below/above the estimated working weeks noted above). This is to include all services which are impacted by a shortened/extended construction duration.	\$

It is noted that if this Request for Proposal process results in a contract that the contracted fee will be considered a maximum fee for each of the phases outlined in Part A above. The proponent will invoice based upon the actual hours required to complete the work and quote hourly rates. The total invoiced is not to exceed the maximum fee for each phase outlined in Part A above. This is not a lump sum contract.

For item 1.6 above, proponents are to assume a construction duration of 12 weeks and 20 hours per week of part time resident inspection.

## APPENDIX C – SUBMISSION FORM

### 1. Proponent Information

Please fill out the following form, naming one person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between Halifax Water and the proponent unless and until Halifax Water and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

**5. Addenda**

The proponent is deemed to have read and taken into account all addenda issued by Halifax Water prior to the Deadline for Issuing Addenda.

**6. Communication with Competitors**

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
  - (i) prices;
  - (ii) methods, factors or formulas used to calculate prices;
  - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
  - (iv) the intention or decision to submit, or not to submit, a proposal; or
  - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
  
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

**Disclosure of Communications with Competitors**

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

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**7. No Prohibited Conduct**

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

## 8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of Halifax Water within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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**9. 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 Halifax Water to the advisers retained by Halifax Water to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

\_\_\_\_\_  
Signature of Proponent Representative

\_\_\_\_\_  
Name of Proponent Representative

\_\_\_\_\_  
Title of Proponent Representative

\_\_\_\_\_  
Date

I have the authority to bind the proponent.

## **APPENDIX D**

### **PROCESS FOR OBTAINING POLICE RECORD CHECK FOR CONTRACTORS/CONSULTANTS**

## **PROCESS FOR OBTAINING POLICE RECORD CHECK FOR CONTRACTORS/CONSULTANTS**

1. All Consultants, Contractors and their Employees working on Halifax Water sites or projects must obtain a “Police Record Check” (PRC). Questions about this process may be directed to [security@halifaxwater.ca](mailto:security@halifaxwater.ca).
2. It is the responsibility of the Halifax Water staff member that engages a Contractor/Consultant to ensure that a PRC is conducted.
3. To obtain a PRC, Contractors or Consultants will follow one of the approaches below:
  - a) Online using “Backcheck” (Preferred Approach):
    - i. Go online to <http://backcheck.net/hrwc/> and create a personal account with mybackcheck.
    - ii. The Contractor or Consultant must verify their identification by:
      - verifying their ID either online by answering a questions regarding their credit history;
      - or,
      - in person at any of the 5000 participating Canada Post locations nationwide.
    - iii. Once identification is verified, the Police will complete the PRC.
    - iv. The individual will receive an email indicating the results are in. They must login to their mybackcheck account and choose to “Share” the results with Halifax Regional Water Commission, indicating:
      - the organization that employs them;
      - the Halifax Water Project Manager
      - the name of the project to which the PRC relates.
  - b) Alternate paper-based approach (Not Preferred):
    - v. The Contractor or Consultant must book an appointment to visit their local Police Department to request a PRC.
    - vi. Once completed, the result of the PRC should be sent via mail to the address below indicating:
      - the organization that employs them;
      - the Halifax Water Project Manager; and,
      - the name of the project to which the PRC relates.
4. The Safety & Security Department will notify the Halifax Water Project Manager who requested the PRC whether the Contractor/Consultant has received clearance.
5. If a Contractor/Consultant requires Card Access to a Halifax Water facility(s) the Project Manager will schedule an appointment with the Human Resources Department to have a Contractor Card created and access granted, based on the Contractors/Consultant’s needs.
6. Certain Contractors/Consultants, depending on the work or services they are providing, may require a fingerprint-based check. Halifax Water reserves the right to request fingerprints where applicable.
7. All Contractors, Consultants and their Employees are required to renew their PRC every **3 years**.

**Halifax Water  
Safety & Security Dept.  
PO Box 8388, RPO CSC  
Halifax, NS B3K 5M1**



## APPENDIX E- REFENCE PROJECTS

Project Name:	Year Completed:	
Project Description:		
Relevance of Reference Project to Proposed Project:		
Owner:		
Owner's Project Manager:		
Telephone Number:		
Email Address:		
Principal Staff Assigned		
Name	Responsibilities	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
_____	_____	
Initial proponent Fee: \$ _____		
Final proponent Fee: \$ _____		
Preliminary Design Construction Estimate: \$ _____		
Pre Tender Construction Estimate: \$ _____		
Awarded Tender Cost: \$ _____		
Final Construction Cost: \$ _____		
	Date Stated in proponents Initial Proposal	Actual Dates Achieved

Completion of Study:	_____	_____
Completion of Preliminary Design:	_____	_____
Completion of Detailed Design:	_____	_____
Tender Close:	_____	_____
Substantial Completion:	_____	_____