



REQUEST FOR PROPOSAL

**Greenbelting & Public  
Open Space Priorities Plan**

RFP 14-355

Closing: December 4, 2014

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

November 18, 2014

NOTICE

REQUEST FOR PROPOSAL #P14-355  
Greenbelting & Public Open Space Priorities Plan

The Halifax Regional Municipality (the Municipality) invites the submission of proposals from qualified professional firms (and teams) with expertise in urban and rural (land-use) planning, open space and parks planning, environmental sciences (including landscape ecology), and landscape architecture and environmental design for the development of a Greenbelting and Public Open Space Priorities Plan (Open Space Plan) for the protection of a regional network of lands for resource conservation, public service delivery and community shaping. This Plan is a key deliverable under the Halifax Regional Municipal Planning Strategy (Regional Plan).

The goal of the Plan is to protect an interconnected system of parks, connecting corridors and natural areas supporting ecosystem and community health, critical wildlife habitat and preservation of environmentally and culturally important. The Open Space Plan will establish a planning and land management framework to protect and preserve connectivity between natural areas and public open space lands, to enable their integration into sustainable community design, to help define communities, to benefit the Municipality's economy and the physical health of its people, and to reflect and support the overall purposes of the Regional Plan.

Sealed Proposals, Two (2) copies, One (1) in digital format on usb flash drive and one (1) unbound and duly signed for #P14-355 Greenbelting & Public Open Space Priorities Plan, Halifax Regional Municipality, Halifax, Nova Scotia shall be delivered to Halifax Regional Municipality Procurement Section, Suite 103, 1<sup>st</sup> Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5, by 2:00 P.M. December 4, 2014. Proponents are advised that Canada Post does not deliver to the Procurement Office.

All questions concerning the procurement process shall be directed to Stephen Terry, Senior Procurement Consultant, at (902) 490-2175, Monday through Friday, 8:30 A.M. to 4:30 P.M. E-mail to [terryst@Halifax.ca](mailto:terryst@Halifax.ca) and those of a technical nature to Holly Richardson at 902.490.6889 or via email to [richarh@halifax.ca](mailto:richarh@halifax.ca)

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

Anne Feist, Manager  
Procurement

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## SECTION 1. INSTRUCTIONS

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

## 2. Eligibility

Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may in the opinion of the Municipality, give rise to conflict of interest in connection with this RFP or the Services. Proponents are to submit with their proposal documents a description of any issue that may constitute a conflict of interest violation for review by the Municipality. The Municipality's decision on this matter will be final. Individuals and entities engaged by the Municipality to draft any component of this RFP (and anyone affiliated with such individuals and/or entities) are not eligible to submit proposals for this RFP.

## 3. Proponent's Qualifications

- a. No contract will be awarded except to responsible proponents capable of providing the Services.
- b. Proponents must be primarily engaged in providing the Services as outlined in this RFP.
- c. Proponents must have an extremely comprehensive understanding of the subject matter in this RFP. Such understanding and previous experience in all aspects of similar projects are essential criteria in the qualifying process.
- d. Proponents must have a proven record of having provided similar services. The Municipality reserves the right to check all client contacts furnished and to consider the responses received in evaluating proposals.
- e. Proponents must use personnel and management knowledgeable in their areas of expertise. The Municipality reserves the right to perform investigations as may be deemed necessary to ensure that competent persons will be used in the performance of the Services.

4. Reservations

The Municipality reserves the right to reject or accept any or all proposals or parts of proposals, when in its reasoned judgment, the public interest will be served thereby. The Municipality may waive formalities or technicalities in proposals as the interest of the Municipality may require. The Municipality may waive or correct minor errors, omissions and inconsistencies in proposals provided they do not violate the proposal intent.

Under no circumstances shall the Municipality be liable for any losses or damages arising from the Municipality's rejection of any proposal for any reason whatsoever. Notwithstanding the foregoing, the Municipality's liability for any losses or damages resulting from the Municipality's failure to fulfill any of its explicit or implied obligations under the RFP, including the Municipality's acceptance of a non-compliant proposal, or the Municipality's awarding of a contract to a non-compliant proponent shall in all circumstances be limited to the lesser of actual damages suffered or \$1,000.00

5. Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal.

6. Exceptions

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein. Any proposal containing exceptions to the terms and conditions of the RFP or the resulting contract may be rejected by the Municipality for non-compliance. Any request for changes to the terms and conditions of the RFP or the resulting contract must be made in writing to the Procurement Office prior to the date of closing. Only if the Municipality issues a formal addendum to the RFP will any changes to the RFP or resulting contract be effective.

7. RFP Administration

All questions concerning the procurement process shall be directed to Stephen Terry, Senior Procurement Consultant, at (902) 490-2175, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to [terryst@Halifax.ca](mailto:terryst@Halifax.ca) and those of a technical nature to Holly Richardson at 902.490.6889 or via email to [richarh@halifax.ca](mailto:richarh@halifax.ca)

8. Existing Conditions

Each proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of the Services to be performed. Failure to do so will not relieve the successful proponent of their obligation to perform the Services in accordance with the provisions of the contract.

9. Information Session

There is no information Session

10. Questions

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

11. Addenda

- a. Any addenda issued by the Municipality shall be posted on the Nova Scotia Public Tenders website at <http://novascotia.ca/tenders/tenders/ns-tenders.aspx>.

- b. The proponent must monitor the Nova Scotia Public Tenders Website for any addenda that may be issued during the full open period of the RFP.
- c. The submission of a proposal shall be deemed to indicate that the proponent has read, understood and considered all addenda posted to the Nova Scotia Public Tenders Website prior to the closing date and time.

12. Currency and Taxes

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

13. Public Information/Proprietary Information

- a. The Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. Any document submitted to the Municipality in response to this RFP is subject to this legislation and proponents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, the Municipality may be required to disclose some or all of the information in accordance with the criteria set out in the legislation, including sections 462, 480 and 481(1).
- b. The Municipality is also subject to the *Personal Information International Disclosure Protection Act*. The Act creates obligations for the Municipality and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law.
- c. By submitting a proposal, the proponent agrees that the Municipality may disclose the following sections of the proposal without notification to the proponent:
  - Form of Proposal
  - Executive Summary
  - Proponent's fixed total cost (if applicable)

14. Period of Submission Validity

Unless otherwise specified, all proposals submitted shall be irrevocable for ninety (90) calendar days following the closing date.

15. Disputes

In cases of dispute as to whether or not an item or service proposed meets the RFP requirements, the decision of the Municipality shall be final and binding.

16. Disqualification for Inappropriate Contact

Any attempt on the part of a proponent or any of its employees, agent, contractors or representatives to contact any of the following persons with respect to this RFP or the Services prior to contract award may lead to disqualification:

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

17. Proposal Submission

- a. The submission of a proposal will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the proponent's performance of the Services as described in this RFP and that the proponent is fully informed concerning the conditions to be encountered, quality and

quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with and will abide by all Federal and Provincial laws and regulations and all by-laws, codes and ordinances of the Municipality which in any way affect the performance of the Services or persons engaged or employed in the performance of the Services.

- b. In responding to this RFP, each proponent shall, include a Business/Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Business/Technical Proposal which addresses the requirements described herein, and a separate Cost Proposal that details all costs for the performance of the Services. Both the Business/Technical Proposal, which shall be identified as envelope #1, and the separate Cost Proposal, which shall be identified as envelope #2, shall be submitted simultaneously. Both the Business/Technical and Cost Proposal must be signed by an authorized representative of the proponent.
- c. Sealed Proposals shall be delivered to the Halifax Regional Municipality Procurement Section, Suite 103, 1<sup>st</sup> Floor, 40 Alderney Dr. (Alderney Gate), Dartmouth Nova Scotia, B2Y 2N5

## 18. Evaluation Process

Each proposal will be evaluated using the following process:

- i Stage 1: Verify each proposal's compliance to the Mandatory Criteria identified below, and disqualify any bids that fail to meet these.
- ii Stage 2: For proposal's that pass the Mandatory Criteria, evaluate and score each one, using the weighted Proposal Evaluation Criteria.

### Stage 1 – Mandatory Criteria

- i The proposal must meet any and all of the mandatory criteria as referenced in the Scope of Work (Appendix B) and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any one of these criteria, it will receive no further consideration during the evaluation process and be deemed non-compliant.
- ii The proposal must clearly demonstrate the proponent's experience and ability to fulfill the Service Requirements (Appendix C).

### Stage 2 – Proposal Evaluation Criteria

- i All proposals which pass Stage 1 – Mandatory Criteria will be evaluated and ranked against the weighted **Proposal Evaluation Criteria** (Appendix D). Proponents are reminded that the proposal is the main document used in the evaluation and to include all required and pertinent information in their proposal. Proposals not achieving a minimum of 75% of the total available technical points will no longer be considered and the Cost Proposal will be returned unopened.
- ii To assist in the evaluation of proposals, the Evaluation Committee may, but is not required to:
  - a. contact any or all of the client/customer contacts cited in a proposal to verify any and all information regarding a proponent and rely on and consider any relevant information obtained from such references in the evaluation of proposals;
  - b. conduct any background investigations that it considers necessary and

consider any relevant information obtained from such investigations in the evaluation of proposals;

- c. Seek clarification from a proponent only if certain information in their proposal is ambiguous or missing and such clarification does not offer the proponent the opportunity to improve the competitive position of its proposal.

## 21. Cost Proposal Evaluation

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

Max Available Pts. – [Max Available Pts. X (total cost – lowest total cost) / lowest total cost]

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

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

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 30 points

Bid 2 would achieve a score of 21 points, calculated as follows:

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

## 22. Award of Requests for Proposal

- a. The Municipality reserves the right to modify the terms, or cancel, or reissue the RFPs at any time at its sole discretion.
- b. This RFP should not be construed as an offer or a contract to purchase goods or services. Although proposals will be assessed in light of the evaluation criteria, the Municipality is not bound to accept the lowest priced or highest scoring proposal or any proposal. The Municipality reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of the Municipality.
- c. Subsequent to the submissions of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent.
- d. The Municipality will not be obligated in any manner to any proponent until a written contract has been duly executed. Any damages arising out of a breach by the Municipality, including damages for any implied duty at law, are limited to the lesser of the proponent's actual costs of preparing their proposal and \$1,000. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any statute, regulation or by-law.
- e. The Municipality offers debriefings to unsuccessful proponents. An unsuccessful proponent must request a debriefing in writing within 10 (ten) days from the date of the Municipality posting the award on the Nova Scotia Public Tenders website. Upon timely receipt, the Municipality will contact the interested proponent to arrange a date, time and place for the debrief, which normally will be conducted in person.

## 19. Method of Award

The evaluation process will be carried out by an evaluating committee who will establish the ranking of all the proposals and may produce a short list. The short-listed proponents may be



invited to make a brief presentation. The evaluating committee will make a recommendation based on the results of the above process.

## **SECTION 2 - General Terms and Conditions**

The following Terms and Conditions shall apply to any contract resulting from this RFP:

1. **Headings**  
The division of this Contract into articles and sections and the insertion of the recitals and headings are for convenience and reference only and shall not affect the construction or interpretation of the Contract.
2. **Currency**  
All transactions referred to in this Contract will be made in Canadian Dollars.
3. **Singular, plural, gender and person**  
Wherever in this Contract the context so requires, the singular number shall include the plural number and vice versa and any gender used shall be deemed to include the feminine, masculine or neuter gender and "person" shall mean an individual, partnership, consortium, corporation, joint venture or other entity or government or any agency, department or instrumentality thereof and vice versa.
4. **Time**  
Time is of the essence of the Contract.
5. **Expiry of Time Period**  
In the event that any date on which any action is required to be taken under this Contract is not a business day, such action shall be required to be taken on the next succeeding day which is a business day unless otherwise provided in this Contract.
6. **Accounting Terms**  
All accounting terms not specifically defined shall be construed in accordance with Canadian Generally Accepted Accounting Principles.
7. **Governing Law**  
This Contract is and will be deemed to be made in Nova Scotia and for all purposes will be governed exclusively by and construed and enforced in accordance with the laws prevailing in Nova Scotia and the laws of Canada applicable therein. Unless stated otherwise herein, the Contractor attorns to the exclusive jurisdiction of the courts of Nova Scotia to determine any dispute arising out of this Contract and the RFP.
8. **Precedence of Documents**  
In the event of any ambiguity, conflict or inconsistency among any of the provisions of the Contract then the provisions establishing the higher quality or level of goods and services, safety, reliability and durability shall govern.
9. **Advertisement**  
The Contractor will not use the name of the Municipality or any contents of this document in any advertising or publications without prior written consent from the Municipality.
10. **Adverse Material Changes**  
In the event of an adverse material change in the Municipality's Capital or Operating budgets, the Municipality reserves the right to cancel or reduce its contractual obligations without penalty.
11. **Amendment, Waiver or Modification**  
This Contract may not be amended except by a Change Order or by a written instrument signed by the Municipality. No indulgence or forbearance by the Municipality shall be deemed to constitute a waiver of its rights to insist on performance in full and in a timely manner of all covenants of the Contractor, and any such waiver, in order to be binding upon the Municipality, must be expressed in writing and signed by the Municipality and then such waiver shall only be effective in the specific instance and for the specific purpose for which it is given.

12. Authority

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

13. Business Registration

Prior to award of the contract the successful RFP proponent is required to be registered to conduct business in the Province of Nova Scotia. The Contractor shall remain so registered for the duration of the Contract.

14. Clear Title

The Contractor warrants clear title to materials and equipment supplied by them and will indemnify and hold the Municipality harmless against any or all lawsuits, claims, demands and/or expenses, patent litigation, intellectual property infringement, materialman's or labourer's liens, or any claims by third parties in or to the goods and services mentioned and supplied by the Contractor.

15. Conflict of Interest

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

16. Contractor's Personnel

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

17. Contractor's Taxes

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

18. Costs

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

19. Criminal Records Check

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

ground for non-inclusion at the discretion of the Municipality.

20. Employee Qualifications

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

21. Employee Conduct

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

22. Entire Agreement

These terms and conditions, together with the RFP, the Contractor's proposal and subsequent purchase orders constitutes the entire agreement between the parties and supersedes all prior negotiations and discussions. The parties confirm and acknowledge that there are no collateral agreements, representations or terms affecting or forming part of this Contract other than as set forth herein. Any additions or modifications to the Contract may only be made in writing, executed by both parties.

23. Exchanges

No exchanges will be made without authority from the Municipality.

24. Extension of Services

The Municipality may, at their option, upon not less than thirty-days (30-days calendar) written notice to the Contractor, extend the scope of the Contract to any other agency, board or commission governed by or affiliated with the Municipality on the same terms contained in the Contract.

25. Firm Pricing

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

26. Term of Contract

The Contract commences on the date that it is awarded to the Contractor, and continues in force until the Services are acceptably completed (as determined by the Municipality, acting reasonably) or until the earlier termination of the Contract in accordance with these Terms and Conditions

27. Continuous Services

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

28. Changes to Scope of Service

The Municipality shall have the right to change the scope of Services provided by the Contractor by Change Order including changes in Service standards, increasing or reducing the frequency, level or quality of Services, adding, reducing or deleting Services at any facility and adding, deleting or changing facilities, sites or locations of Services provided. The Contract Price will be adjusted to

reflect any change in the scope of Services. The amount of any reduction or increase in the Contract Price shall be determined by the Municipality and the Contractor by taking into account any reduction or increase in capital or labour costs based on the pricing methodology, rates, and costs for the Services set forth in the Contractor's proposal. If the Municipality and the Contractor are unable to agree on the appropriate reduction or increase in the Contract Price the matter shall be referred for resolution pursuant to binding arbitration in accordance with the *Commercial Arbitration Act*. The Municipality shall not be liable to the Contractor for any loss (including loss of anticipated profit) or damage of any nature arising out of any reduction or deletion in Services. The Contractor shall not be entitled to be paid for any Services not expressly provided for within the scope of the Services or not covered by a duly authorized Change Order.

29. Delays, Substitute Services, and Liquidated Damages

Except when due to an Event of Force Majeure, if the Contractor fails to complete the Services or any part of the Services by any date or deadline specified in the Contract (the "Period of Delay"), the Municipality may elect to:

- (a) Obtain substitute services from a third party, in which case the Contractor must reimburse the Municipality for the difference, if any, between the charges incurred by the Municipality for the substitute services and the charges specified in the Contract that the Municipality would owe to the Contractor if not for the Period of Delay. If the Municipality decides to permanently use the substitute service from a third party the Contract Price will be adjusted accordingly.
- (b) Recover from the Contractor any damages or losses suffered by the Owner as result of a Period of Delay ("Actual Damages").
- (c) Recover from the Contractor \$100 per day for each day that the Period of Delay continues ("Liquidated Damages"). The Contractor agrees that such Liquidated Damages represent a fair, reasonable and appropriate estimate of the Municipality's Actual Damages and that such Liquidated Damages may be assessed and recovered by the Municipality as against the Contractor without the Municipality being required to present any evidence of the amount or character of Actual Damages sustained by reason thereof. Such Liquidated Damages are intended to represent estimated Actual Damages and are not intended as a penalty, and the Contractor shall pay them to Owner without limiting Owner's right to terminate this Contract for default as provided elsewhere herein.

30. Suspension of Services

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

31. Force Majeure

"Event of Force Majeure" means any cause beyond the control of the Municipality or the Contractor which prevents the performance by either party of any of its duties, liabilities and obligations under this Contract not caused by its default or act of commission or omission and not avoidable by the exercise of reasonable effort or foresight by that party including explosion, fire, casualty or accidents, epidemics, cyclones, earthquakes, floods, droughts, war, civil commotion, acts of Queen's enemies, blockade or embargo, and acts of God but excluding lack of or insufficient financial resources to discharge and pay any monetary obligations and excluding increases in commodity prices, inability to obtain labour, equipment or materials, strikes, lockouts or other labour disputes.

If the Municipality or the Contractor fails to perform any term of the Contract and such failure is due to an Event of Force Majeure, that failure will not be deemed to be a default under the Contract. The

party affected by an Event of Force Majeure will immediately notify the other party and will take all reasonable steps to minimize the extent and duration of the Event of Force Majeure and the period of all delays resulting from the Event of Force Majeure will be excluded in computing the time within which anything is required or permitted by such party to be done under this Contract, it being understood and agreed that the time within which anything is to be done under this Contract will be extended by the total period of all such delays. During the Event of Force Majeure requiring suspension or curtailment of a party's obligation under this Contract, that party will suspend or curtail its operations in a safe and orderly manner.

32. Limit of Force Majeure

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

33. Termination for Convenience

The Municipality may terminate the Contract, in whole or in part, if determined by the Municipality in its sole discretion that such a termination is in its best interest, without showing cause, upon giving written notice to the Contractor.

34. Termination for Default:

If the Contractor has breached any material term of this Contract and/or has not performed or has unsatisfactorily performed the Contract as determined by the Municipality acting reasonably, the Municipality may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the Municipality. The Contractor will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Municipality in re-procuring and completing the work.

35. Liability Following Termination

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

36. Further Assurances

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

37. Improvements and Efficiencies

The Contractor shall at its cost continuously develop and implement improvements and efficiencies in the performance of its Services through improved familiarity with the environment, redeployment of resources, workload balancing, lowering unit costs through utilization of shared equipment, simplified and streamlined processes, lower carrying and delivering charges and other strategies. The

Contractor will identify all potential performance improvements and efficiencies to the Municipality and shall at the same time provide the Municipality with a calculation of the corresponding savings to the Contractor and the costs of providing such Services. The Municipality will assess whether the proposed performance improvements and efficiencies may be carried out without compromising the service standards and if the Municipality approves same, the Contractor will implement such improvements and efficiencies for the benefit of the Municipality.

38. Independent Contractor

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

39. Independent Legal Counsel

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

40. Insurance

- a. If requested at any time by the Municipality, the Contractor will be required to provide proof of General Liability Insurance in a form acceptable to the Municipality, with the Municipality as a named party, subject to limits no less than \$2,000,000.
- b. If requested at any time by the Municipality, the Contractor shall provide proof of Professional Errors and Omissions Insurance for all design professionals (such as architects, landscape architects or engineers) who provide the Contractor with signed stamped drawing or calculations. Such insurance shall have limits not less than \$2,000,000 for each claim with respect to negligent acts, errors and omissions, and any deductible may not exceed \$50,000 for each claim. The Contractor shall obtain such insurance when the Contractor subcontracts for any work from such a design professional, and prior to the submittal of construction documents. Any design professional required to obtain professional liability insurance must maintain proof of insurance for the term of this Contract.
- c. If requested at any time by the Municipality, the Contractor shall provide automobile liability insurance in respect to owned and non-owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.
- d. If the Contractor is legally obliged to be covered by Workers' Compensation and Health and Safety regulations, the Contractor shall provide evidence of coverage and evidence that the premiums have been paid and are up-to-date. Contractor shall also be responsible for obtaining and providing evidence that any subcontractor is also covered as required by law.

41. Intellectual Property Infringement and Royalties

- a. The Contractor represents and warrants that, to the best of its knowledge, neither it nor the Municipality will infringe any third party's intellectual property rights (including patent, copyright or industrial design) as a result of the performance of the Services or through the use of any work delivered by the Contractor in connection with the Services (the "Work"), and the Contractor shall, at its own expense, defend any suit that may arise in respect thereto and hold harmless and indemnify the Municipality against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.
- b. If anyone makes a claim against the Municipality or the Contractor concerning intellectual property infringement or royalties related to the Work, that Party agrees to notify the other Party in writing immediately. If anyone brings a claim against the Municipality, the Contractor agrees to participate fully in the defence and any settlement negotiations and to pay all costs, damages and legal costs incurred or payable as a result of the claim, including the amount of any settlement. Both Parties agree not to settle any claim unless the other Party first approves the settlement in writing.
- c. The Contractor has no obligation regarding claims that were only made because:
  - i. the Municipality modified the Work or part of the Work without the Contractor's consent or used the Work or part of the Work without following a requirement of the Contract; or
  - ii. the Municipality used the Work or part of the Work with a product that the Contractor did not supply under the Contract (unless that use is described in the Contract or the manufacturer's specifications); or

- iii. the Contractor used equipment, drawings, specifications or other information supplied to the Contractor by the Municipality (or by someone authorized by the Municipality); or
  - iv. the Contractor used a specific item of equipment or software that it obtained because of specific instructions from the Municipality; however, this exception only applies if the Contractor has included the following language in its own contract with the supplier of that equipment or software: "[Supplier name] acknowledges that the purchased items will be used by the Municipality. If a third party claims that equipment or software supplied under this contract infringes any intellectual property right, [Supplier name], if requested to do so by either [Contractor name] or the Municipality, will defend both [Contractor name] and the Municipality against that claim at its own expense and will pay all costs, damages and legal fees payable as a result of that infringement." Obtaining this protection from the supplier is the Contractor's responsibility and, if the Contractor does not do so, the Contractor will be responsible to the Municipality for the claim.
- d. If anyone claims that, as a result of the Work, the Contractor or the Municipality is infringing its intellectual property rights, the Contractor must immediately do one of the following:
- i. take whatever steps are necessary to allow the Municipality to continue to use the allegedly infringing part of the Work; or
  - ii. modify or replace the Work to avoid intellectual property infringement, while ensuring that the Work continues to meet all the requirements of the Contract; or
  - iii. take back the Work and refund any part of the Contract Price that the Municipality has already paid for the Work.

#### 42. Invoices

- a. Payments for this Contract will be administered via the Municipality's electronic payment process. Upon award, the Contractor must send payables information to [hrrmaplink@Halifax.ca](mailto:hrrmaplink@Halifax.ca)
- b. Invoices shall match the Purchase Order sequence of items listed. Contractors are to send invoices in duplicate, at the following address:
  - Halifax Regional Municipality
  - P.O. Box 1749, Halifax, Nova Scotia
  - B3J 3A5
  - Attn: Accounts Payable
- c. The invoice must show the authorized purchase order number, itemized list of services being invoiced for and a Contractor contact name and phone number for invoice problem resolution should the need arise. Agreed charges for freight, postage, insurance, crating or packaging, etc. must be shown as separate line item on the invoice(s). HST must also be shown as separate line items on the invoice. The Municipality will not be considered in default of payment terms if the payment process is delayed due to incorrect pricing. The Municipality is interested in taking advantage of any discounts allowed for prompt payment of invoices.

#### 43. Liability and Indemnity

- a. The Contractor will hold harmless, indemnify and defend the Municipality, its officers, officials, employees, agents and volunteers from and against any claim or loss howsoever caused, including, actions, suits, liability, loss, expenses, damages and judgments of any nature, including reasonable costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the Contractor's negligent acts or those of their subcontractor (s), licensee (s), anyone directly or indirectly employed by any one of them or anyone for whose acts any of them is liable and for any of their negligent errors or omissions in the performance of the Contract.
- b. The Contractor's obligation under this section will not extend to injury, sickness, disability, death or damage caused by or arising out of the sole negligence of the Municipality, its officers, officials, employees, agents or volunteers.
- c. The Contractor's obligations include, but are not limited to, investigating, adjusting and defending all claims alleging loss from negligent action, error or omission, or breach of any common law, statutory or other delegated duty by the Contractor, their employees, agents or subcontractors.



- d. Any property or work to be provided by the Contractor under this Contract will remain at their risk until they are provided with written acceptance by the Municipality. The Contractor will replace at their expense, all property or work damaged or destroyed by any cause whatsoever.
- e. The Contractor's obligations under this section will survive the expiry or early termination of this Contract.

44. Monitoring Service Standards

The Contractor's adherence to the required service standards may be monitored by the Municipality through a number of means including without limitation, observation, monitoring of progress towards targets, periodic audits including joint audits and audits by an independent third party acceptable to the Municipality and the Contractor. Deficiencies in service standards, depending upon their severity and frequency, may result in the application of predefined and pre-agreed financial penalties if same are agreed upon by the Municipality and the Contractor prior to commencement of the term. The Contractor acknowledges that the Municipality requires that Services be provided at continuous levels in accordance with the service standards notwithstanding any work stoppage by the Contractor's employees or any labour dispute and that the rights of suspension and termination under this Contract are reflective of this requirement.

45. Notices

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

46. Parking

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

47. Permits and Licensing

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

48. Freedom of Information and Protection of Privacy

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

49. Protection of Personal Information

- a. The Municipality is subject to the *Personal Information International Disclosure Protection Act*. The Act creates obligations for the Municipality and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, access and disclosure of personal information to Canada, except as necessary or otherwise required by law.
- b. In compliance with section 5(1) of the *Personal Information International Disclosure Protection Act* (PIIDPA), the Municipality is required to ensure that any personal information in its custody

or control, which includes personal information that may be held by any of its service providers (including the Contractor), is stored and accessed only within Canada, unless the storage of or access to the information outside of Canada is to meet the necessary requirements of its operations. Unless otherwise agreed to in writing by the Municipality, the Contractor shall ensure all personal information obtained by it in the course of performing the Contract is stored and accessible only within Canada.

- c. The Contractor must not permit the collection, use and/or disclosure of any personal information (as defined by section 461(f) of the *Municipal Government Act*) without the consent of the individual.
- d. In the event that the Contractor is acquired by a non-Canadian company, the Contractor agrees, at no cost to the Municipality and upon reasonable notification from the Municipality, to provide to the Municipality all the Municipal data in electronic format, and to completely purge all the Municipal data, including backups, from the Contractor's possession prior to the completion of the acquisition. A certificate from an independent third party verifying that all data, including backups, has been purged shall be provided to the Municipality prior to the acquisition of the Contractor by a non-Canadian company. Acceptable third parties include professional accountants, certified auditors and IT professionals.

#### 50. Quality Assurance Plan

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

#### 51. Quality Assurance Reports

Where required by the Municipality the Contractor shall provide the Municipality on a monthly basis or at other such times as the Municipality may require, a comprehensive report detailing adherence to the services standards, quality monitoring scores, quality assurance plan activity and other matters relating to the Contractor's performance as may be reasonably be requested by the Municipality from time to time.

#### 52. Security Requirements

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

#### 53. Set-off

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

#### 54. Subcontracting & Assignment

The Contractor will not assign this Contract or any part thereof or enter into any subcontract for any or

all of the Services without the prior written consent of the Municipality, which consent may be arbitrarily and unreasonably withheld. The Contractor is required to provide to the Municipality the names of any proposed subcontractors and activities to be performed by them. Approval by the Municipality of a subcontractor shall not relieve the Contractor of its obligations under the Contract except to the extent those obligations are in fact properly performed. In the event the Municipality approves a subcontractor the Contractor shall secure compliance and enforce at its own expense for the benefit of the Municipality, each of the Contractor's contracts with subcontractors. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the Municipality. The Contractor agrees to bind every subcontractor to the terms and conditions of the Contract which are appropriate and applicable to the work to be performed by the subcontractor and the Contractor shall be fully responsible to the Municipality for the acts and omissions and errors of all subcontractors and of persons directly or indirectly employed or contracted by them and for coordinating activities of the approved subcontractors. The Municipality, acting reasonably shall be entitled to impose any term or condition in connection with any approval of any proposed assignment or subcontract in order to ensure the continued and effective provision of goods or services to the Municipality. Subcontracting or assigning the Contract to any firm or individual whose current or past or other interests may, in the Municipality's opinion, give rise to a conflict of interest in connection with the Contract will not be permitted.

55. Supplies, Materials and Equipment

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

56. Survival

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

57. Taxes

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

58. Ownership of Deliverables

All deliverables, reports and supporting documents furnished by the Contractor in its performance of the Services will become the exclusive property of the Municipality.

59. Value Added Services

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

60. Waiver

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

61. Warranties

The Contractor warrants that all Services will be performed with reasonable care, diligence and skill and at least in accordance with the standards of care generally practiced by competing Contractors of similar services. The Contractor further warrants the goods or equipment supplied and work and/or services performed under this Contract will conform to the specifications herein, are free from defects and/or imperfections, are merchantable and fit for the purposes for which they are ordinarily employed, and are available for delivery to the Municipality at the time of submission of the

Contractor's proposal or at the time specified by the Municipality in the RFP. The Contractor shall be liable for all damages incurred by the Municipality and its officers, officials, employees, agents and volunteers as a result of any defect or breach of warranty contained in this Contract. The Contractor's warranty shall extend for no less than a period of twelve (12) months after the goods, equipment, or Services are delivered and accepted by the Municipality and applied to their intended use.

62. Post-completion Review

The Municipality wants to ensure the Contractor provides high quality performance during the Contract period. Dependant on the scope of work, measurement factors may include but are not limited to; quoted on-time delivery of Services; response times; financial impact to support the required delivery dates; the acumen of Project Manager; the level of support; Contract management responsibilities; problem solving capabilities; respect for the Municipality policies; ethical conduct and other attributes of leading organizations. The Municipality will conduct a post-completion evaluation/review of all performance related issues. The results of this review will be communicated to the proponent and will be retained by the Municipality for future reference in accordance with the Vendor Performance Evaluation Scorecard Process described in Appendix A.

**Appendix A - Vendor Performance Evaluation Scorecard Process**

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

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

**Vendor Scorecard Rating**

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

**Vendor Overall Score**

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

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

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

## APPENDIX B – SCOPE OF WORK

### Project Background

The Halifax Regional Municipality (the Municipality) invites the submission of proposals from qualified professional firms (and teams) with expertise in urban and rural planning, environmental sciences and landscape ecology for the development of a Greenbelting and Public Open Space Priorities Plan (Open Space Plan) for the protection of a regional network of lands for resource conservation, public service delivery and community shaping. This Plan is a key deliverable under the Halifax Regional Municipal Planning Strategy (Regional Plan).

The Halifax Regional Municipality (HRM) was formed on April 1, 1996 through the amalgamation of the former City of Halifax, City of Dartmouth, Town of Bedford, Halifax County, and Metropolitan Authority. The HRM spans a geographic area of 5,600 square kilometres and provides municipal services to a population of approximately 410,000. Municipal services include such typical functions as police and fire protection, community development and planning, engineering and public works, parks and recreation, solid waste management and public transit. Parks and open space planning fall under two municipal departments - Parks and Recreation which focusses primarily on public parks and corridors and Planning and Development which is responsible for land-use planning and regulation of privately-held open space lands. This Plan is a joint effort between both departments and will be coordinated by staff within the Parks Planning division.

Since the 1950's the development trend has been toward dispersal of the population away from the urban core to low density suburban and rural commuter communities. This has led to higher infrastructure costs to service these areas and consumption of large areas of open space. The fragmentation of natural landscapes and sprawling settlement patterns is a trend that the Municipality aims to reverse through development targets and strategies that will support environmentally, socially, and economically sustainable communities.

*"HRM's vision for the future is to enhance our quality of life by fostering the growth of healthy and vibrant communities, a strong and diverse economy, and sustainable environment."*

*Halifax Regional Municipal Planning Strategy*

The adoption of the Regional Municipal Planning Strategy (RP) in 2006 was the first Plan of its kind since regional amalgamation. The core goal of managing regional growth and developing communities more sustainably was established through regional policy direction and the identification of necessary detailed planning and management efforts. Open space planning and land management has been identified as a regional priority and will be advanced through the development of a "Green-Belting and Public Open Space Priorities Plan".<sup>1</sup>

### Goal

The goal of the Plan is to protect an interconnected system of parks, connecting corridors and natural areas supporting ecosystem and community health, critical wildlife habitat and preservation of environmentally and culturally important. The Open Space Plan will establish a planning and land management framework to protect and preserve connectivity between natural areas and public open space lands, to enable their integration into sustainable community design, to help define communities, to

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<sup>1</sup> Halifax Regional Municipal Planning Strategy October, 2014



benefit the Municipality's economy and the physical health of its people, and to reflect and support the overall purposes of the Regional Plan (RP Policy E-12).

The Open Space Plan will contribute to advancing multiple Regional Plan Objectives and its overall goal of sustainable growth and development for healthy, vibrant communities as follows:

- Foster a land management and community design approach which integrates preservation of lands and aquatic systems of ecological, cultural, and environmental significance; lands suited for renewable resource extraction; and lands suited for parks, trails and corridors which provide recreational and educational opportunities;
- Conserve energy and respond to climate change;
- Preserve agricultural and resource lands;
- Provide opportunities to establish a network of interconnected greenbelts and open spaces;
- Provide land settlement patterns and urban design approaches that support fiscally and environmentally sustainable transportation modes;
- Broaden heritage protection through the identification and preservation of cultural landscapes;
- Create an economic climate that enhances the viability of working lands & conserves natural lands;
- Promote an approach to environmental management and economic development that supports a sustainable future through cooperation with other levels of government, government agencies, residents, and non-governmental organizations;

Currently HRM does not have a focussed planning framework for why, where and how open space lands should be protected. The Municipality owns over 16,000 properties including 12,000 acres of open space land for public use under the parks and recreation program. Lands are also acquired into the public open space portfolio for environmental and cultural conservation and may include forest, wetlands, aquatic systems, riparian lands and other lands of ecological importance. Thousands of hectares of open space across the Halifax Region are owned by provincial and federal government, non-profit groups, and private land holders. These lands contribute significantly to the open space system and it's environmental, social, cultural and economic functions. Without a planning framework it is difficult to prioritize one effort against another and to rationalize which lands are more significant for long-term protection. While large areas of open space are protected at varying degrees through government programming, land-use regulation, and community stewardship, a framework for its long-term sustainability as a protected network of lands is needed. Greenbelting as a planning tool along with other planning and land management tools will be developed as part of an open space system approach. The Plan will establish foundational work to guide future land-use planning including secondary planning and land development and will provide the necessary implementation tools and procedures to deliver Halifax's public open space program.

### **Objectives & Critical Path:**

The Regional Plan provides the foundational policy context for this work as follows: *"The purpose of the Greenbelting and Public Open Space Priorities Plan is to protect and preserve connectivity between natural areas and open space lands, to enable their integration into sustainable community design, to help define communities, to benefit the Municipality's economy and the physical health of its people, and to reflect and support the overall purposes of the (Regional) Plan."*<sup>2</sup> To effectively advance this goal, the Open Space Plan must establish core values and policy objectives, strategic priorities, and implementation tools and methods to guide public open space and park planning and investment, and give strategic guidance to future land-use planning. As communities urbanize and regional growth expands, there will be a need for more emphasis on the protection and management of open space for shaping development, conserving environmental and

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<sup>2</sup> Ibid Policy E12

ecological resources, and providing for a sufficient quantity, quality, and diversity of public open space. Therefore, the Plan must establish a decision-making framework for HRM's open space planning and land management program to enable an economically and environmentally sustainable strategy for the maintenance and distribution of parks and natural open space throughout the Region. The Plan will also include key guidelines and considerations for future land-use planning to ensure open space objectives and priorities are implemented through secondary planning and development.

**Core Objectives:**

**Objective 1:** Coordinate and manage a program to research, identify and designate potential natural areas, systems and distinct landscapes, natural corridors and critical eco-system linkages, and areas of significant habitat to guide future development

**Objective 2:** Coordinate & manage a program to research & identify potential public open space park & corridors for the provision of quality open space for recreational & social development, restoration of natural corridor & urban eco-system function, green-way networks to connect communities & to provide mobility options & significant natural habitat to guide considerations of future development

**Objective 3:** Establish a greenway network that includes a variety of corridors such as linear parks, hiking trails, nature trails and scenic loops

**Objective 4:** Establish selection criteria, investment and management guidelines for public open space lands, infrastructure and sustainable natural open space management strategies

**Objective 5:** Develop an evaluation methodology and criteria for determining land capability and functionality in meeting standards for the delivery of public open space services, open space conservation, community development and growth management

**Objective 6:** Examine criteria for classifying and developing HRM parks including comprehensive criteria for designating regional parks

**Objective 7:** Develop a system of interconnected public and natural (undisturbed) open spaces throughout HRM to include HRM parks, coastal areas, and watercourse shoreline, water route and land based green-ways (building on the Trails and Natural Network Map under the RP), multi-functional streets, environmental and cultural conservation areas, schools, natural corridors and habitat area, as well as other public and community outdoor recreation facilities

**Objective 8:** Assess opportunities to further the development and establishment of management plans for the 1975 Regional Park System, the new regional parks proposed under the (HRM) Regional Plan, and other areas identified for their potential as regional parks

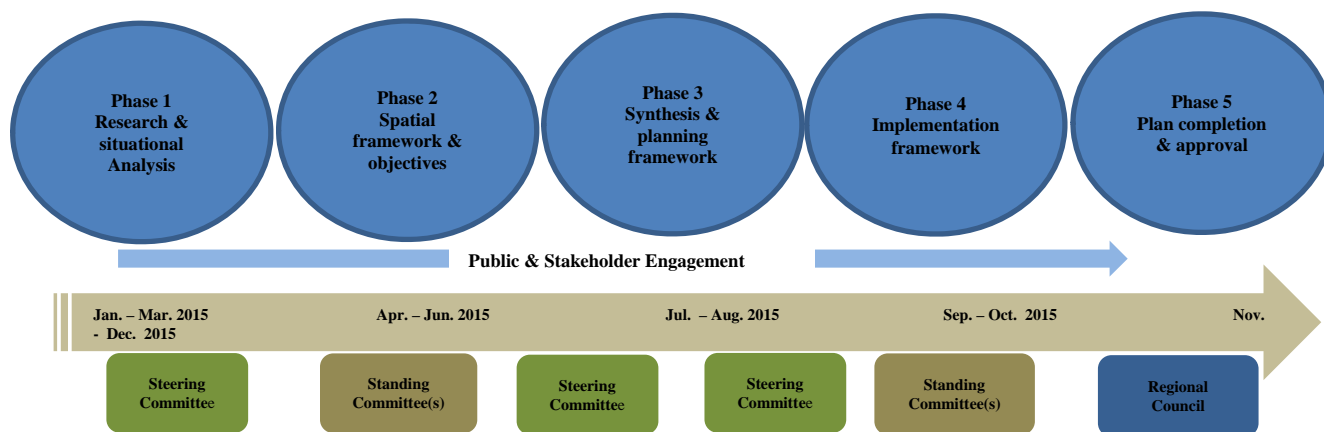
**Objective 9:** Develop a comprehensive planning approach for the retention of coastal and freshwater access and incentives for the protection of watercourse buffers

**Objective 10:** Develop an operational framework to include community partners, federal and provincial departments, non-profit groups and private sector companies

**Objective 11:** Identify in cooperation with the federal and provincial government, species-at-risk habitats and review the *Significant Habitats and Endangered Species Mapping* and inventory under the HRM Regional Plan

The project path below provides insight into the expectations regarding the organization of planning process and outcomes. It is expected that the project will be completed in 12 months.

**Figure 1 Critical Path Greenbelting & Public Open Space Priorities Plan**



**Requirements:**

In keeping with the direction under the Regional Plan for growth management and sustainable communities the Open Space Plan must go beyond a conventional parks planning approach to consider an interconnected and multi-functional network of open space across the Region. This will be established through clear policy objectives, service standards, and decision-making criteria to direct public open space investment and future land-use planning. The methodology, core objectives, and regional priorities established through this Plan must also be transferrable to future (detailed) open space plans across landscape and community scales. (Attachment 1)

The Plan must be responsive to the Municipalities role in protecting and managing open space and aligned with open space responsibilities across jurisdictions. The Municipality is directly responsible for land use planning and the provision of public open space for recreation, culture, and community well-being. The management of climate change, habitat and resource protection is a shared responsibility (at varying degrees) across jurisdictions. The Plan must address HRM's core interest in open space - the reasons why we own, manage, and regulate open space lands as follows:

**Municipal Open Space Outcomes:**

Public Service Delivery:

- o Public lands management and land-use planning provide for vital public services and the protection and management of natural areas, parks and trails for recreation and social well-being, and community cohesion

- The provision of public parks and outdoor facilities, strategically located and programmed, to meet the needs of developing and urbanizing communities
- Parks and corridors to foster walkable, well-serviced, and economically and environmentally sustainable communities
- Land investment and asset management to enable more sustainable municipal outcomes

Resource Conservation:

- Protecting natural resources help to sustain vital environmental and ecological function including water supply and quality, storm-water management, and habitat protection
- Protection of open space supports water resource management & climate change objectives
- Protection of cultural landscapes and natural heritage assets helps to protect and strengthen cultural identity and foster economic development
- Open space conservation provides direct economic value including natural resource management, eco-tourism and the provision of goods and services to communities
- Foster collaborations with government, community groups, and private land-owners to leverage stronger stewardship efforts and conservation outcomes

Shaping Development:

- Open space lands and natural systems are protected to physically, environmentally, and culturally shape development form and settlement patterns and,
- Land protection reduces land consumption and servicing costs
- Open space protects and enhances community identity and helps shape “complete” communities
- A system of protected lands provides clarity and focus to direct public and private land investment

The Plan must be based on a multiple values definition of open space. Various community plans and management strategies emphasize one or more open space functions however this Plan will focus on multiple open space functions as an interconnected system delivering on a full spectrum of eco-services and benefits.

Open Space Functions & Ecosystem Services		
Provisioning	Regulating	Socio-Cultural
Food	Climate regulation	Recreation & mobility
Water	Flood regulation	Sense of place & identity
Fuel	Habitat	Heritage conservation
Wood & Fibre	Water purification	Eco-tourism & learning
	Health regulation	Aesthetic & spiritual

The Plan requires a comprehensive and inclusive stakeholder engagement program which must be described in the proposal and outlined in the project management plan and timeline. This includes leg-work at the start-up of the project to identify a broad cross-section of stakeholders, to design the engagement program, and to schedule milestone meetings, public events and communications (as necessary). Stake-holders fall under the internal (municipal) category and the external category and may include HRM staff, Council (and committees), regulatory bodies, utilities, special interest NGO's and other levels of government, the broad public, and others as required. Emphasis on collaborating with provincial departments and community groups with a focus on sustainability and open space planning are required. Focused engagement with the development community is also required early-on and throughout the planning process.

**Constraints:**

The geographic scope of this work is regional and coincides with the political boundaries of the Halifax Regional Municipality. The Halifax Region consists of a broad spectrum of open space types and landscape scales - from wilderness to city - and settlement types – rural, suburban, semi-urban and urban. The Municipalities (existing and future) patterns of settlement and transportation infrastructure must be factored

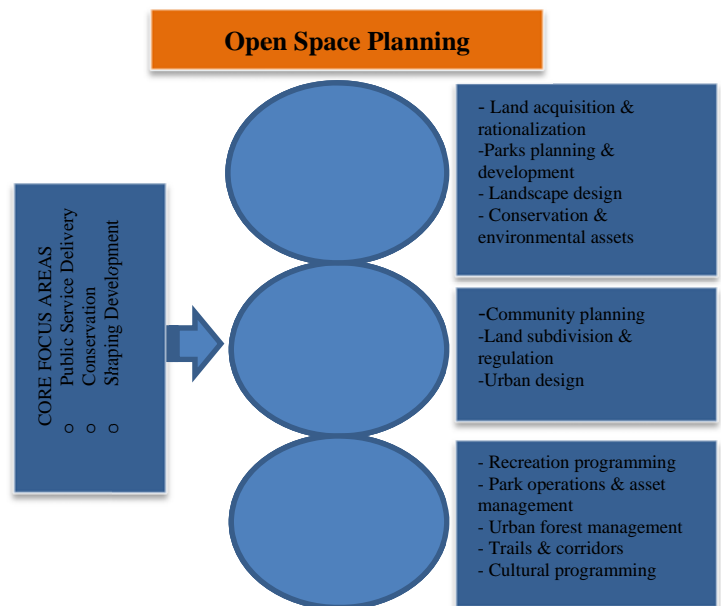
into the study as a critical decision-making lens and layer of data in establishing a regional network of protected open space. (Map 1 Settlement & Transportation <http://www.halifax.ca/regionalplanning/documents/>)

### Assumptions:

The Plan should build on core concepts that will help shape focussed policy and methods for a stronger “open space lens” for decision-making. The proposal evaluation team will be looking for evidence of four core concepts in the consultant's proposals.

### 1. Integrated Planning

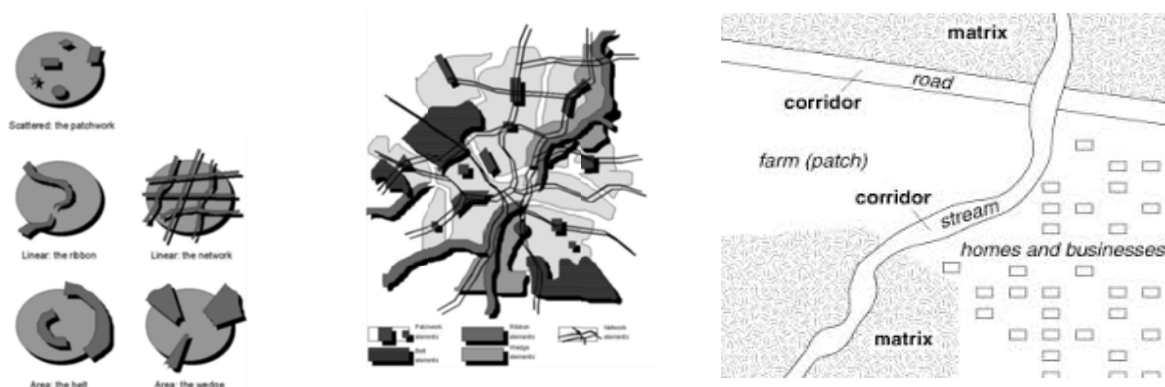
The Open Space Plan will guide the Municipality from conventional parks planning toward a more comprehensive approach for advancing regional planning objectives for vibrant, healthy communities and sustainable growth management. This approach requires cross-functional planning and management efforts to effectively deliver on planning objectives and see sustainable results. The open space planning diagram shows the core municipal open space focus areas and the multiple functional streams for their implementation. Within the HRM organization multiple plans, strategies and departments affect open space planning and service delivery, however, more aligned objectives and outcomes are needed.



## 2. Landscape Ecology

The underlying principles of landscape ecology can be used for open space planning across landscape scales and settlement types. This approach considers landscape networks, corridors, and patches and the patterns and arrangements that support ecosystem function from a regional scale to an urban and community scale. (figure 1) Within HRM this includes the urban, semi-urban, and rural landscapes shaped by a broad spectrum of natural and public open space providing eco-services at every level within the system. The open space framework for the Halifax Region will consider the dimensions of conservation and human-settlement across landscape scales to define a comprehensive system of parks, connecting corridors and undeveloped lands and natural systems which are important to regional ecosystem health.

Figure 1 Open Space Components and Patterns



Lörzing, H. (2000). Design of urban open spaces: Bringing a piece of landscape into the city

## 3. Sustainable Development

Sustainable growth allows development to take place without depleting the natural environment and is within the community's ability to sustain itself over the long-term. The HRM region is defined by a natural system of lands and waters supporting habitat, biodiversity, and human settlements. Low-density, dispersed settlement patterns result in economically and environmentally inefficient servicing resulting in fragmented and compromised ecological systems and environmental function. The OSNP will define open space patterns and distributions of protected lands including those needed for shaping development and directing it toward serviced growth centres. Greenbelting as a land-use designation will be explored as a planning tool to help define and manage growth and ensure that development connects to and builds on a larger open space system.



Duwamish Greenbelt, Seattle

## 4. Focused Investment:

A strategic and targeted public land portfolio ensures that the Municipality is able to meet community service delivery levels and sustainability objectives. This includes understanding the true cost benefits of public land investment short and long-term. Multiple evaluation criteria and an understanding of needs across different community scales and types can help to determine the capability and suitability of lands to advance clear municipal objectives and focus public investment on specific outcomes. Focusing investment toward high value lands that deliver on multiple environmental, socio-cultural, and economic outcomes will advance a more affordable and effective public lands portfolio. This includes a "composite

values” approach to understanding open space lands functionality and capability to assess and justify open space investment and development.

**Project Framework:**

HRM will provide communications resources to work with the project team for the development and delivery of a communications strategy including external communications such as web site, social media, print materials, and media relations.

HRM will provide the consultant with access to GIS data and any available data analysis and mapping including an extensive regional inventory of open space lands and aquatic systems. The consultant will be required to augment this with available data from other relevant sources including the Provincial Natural Resources and Environment data base. It is anticipated that existing data is sufficient in its scope to classify, measure and rank open space lands through evaluation and modelling.

Any relevant Municipal plans, strategies, and data will be provided to the consultant digitally and/or by hard-copy (if available). A list of documents is also provided in this RFP as important background context. The successful proponent will be required (as part of the planning process) to integrate with supporting plans to establish a planning and land management framework that can help knit together policies and strategies for more effective public service delivery, resource conservation, and community shaping outcomes.

**Key Planning Alignments:**

Halifax Regional Municipal Planning Strategy  
<http://www.halifax.ca/regionalplanning/FinalRegPlan.php>

Halifax Regional Subdivision By-Law (*currently under review*)  
<http://www.halifax.ca/regionalplanning/documents/RegionalSBL2014.pdf>

Halifax Urban Forest Master Plan  
<http://www.halifax.ca/Property/UFMP/index.php>

Cole Harbour Basin Open Space Plan  
<http://www.halifax.ca/municipalclerk/documents/FullDraftColeHarbourOpenSpaceweb.pdf>

Port Wallace Secondary Planning Process (*currently underway*)  
<http://www.halifax.ca/planhrm/portwallace.php>

HRM Climate Smart  
<http://halifax.ca/climate/>

Halifax Water Resource Management Study  
[www.halifax.ca/energy-environment/environment/waterresourcesstudy.php](http://www.halifax.ca/energy-environment/environment/waterresourcesstudy.php)

Halifax Community Facility Master Plan (*currently under review*)  
[www.halifax.ca/facilities/CFMP/](http://www.halifax.ca/facilities/CFMP/)

HRM Active Transportation Plan  
[www.halifax.ca/ActiveTransportation/ATPlan.php](http://www.halifax.ca/ActiveTransportation/ATPlan.php)

Western Common Wilderness Common Master Plan  
[www.halifax.ca/property/WCWA/index.php](http://www.halifax.ca/property/WCWA/index.php)

Halifax Mainland Common Master Plan  
[www.halifax.ca/council/agendasc/documents/080923cow4.pdf](http://www.halifax.ca/council/agendasc/documents/080923cow4.pdf)

Point Pleasant Park Comprehensive Plan  
[www.pointpleasantpark.ca/](http://www.pointpleasantpark.ca/)

Active Transportation Functional Plan and 2014-19 AT Priorities Plan  
<http://www.halifax.ca/activetransportation/>

Blue Mountain Birch Cove Lakes Wilderness Study  
<http://www.halifax.ca/property/bluemountainbirchcovelakes.php>

### **Other Plans, Tools and Data Sources:**

HRM (Composite Values) Functional Analysis Tool  
*See Cole Harbour Basin Open Space Plan Appendix 1*

Nova Scotia Ecological Land Classification  
<http://novascotia.ca/natr/forestry/ecological/ecolandclass.asp>

Settlement Pattern & Form with Service Cost Analysis  
[www.halifax.ca/regionalplanning/documents/PatternBookVol2Apr05.pdf](http://www.halifax.ca/regionalplanning/documents/PatternBookVol2Apr05.pdf)

Halifax Cost of Servicing Plan  
<http://www.halifax.ca/regionalplanning/publications/Research.php>

Special Places Act  
<https://museum.novascotia.ca/about-nsm/about-heritage/special-places-protection-act>

Transportation Demand Management Functional Plan  
[http://www.halifax.ca/regionalplanning/documents/TDM\\_FunctionalPlan\\_2010.pdf](http://www.halifax.ca/regionalplanning/documents/TDM_FunctionalPlan_2010.pdf)

Halifax Regional Municipality Cultural Plan  
<http://www.halifax.ca/boardscom/cac/documents/CulturalPlan.pdf>

HRM Groundwater Assessment and Reporting Guidelines  
<http://www.halifax.ca/regionalplanning/Groundwater.php>

HRM Charter  
<http://www.halifax.ca/legislation/>

HRM GIS Datasets  
*See HRMGISDetails.DOC*

The project will be led by the HRM Parks & Recreation department with support from the Planning & Development Department. The consultant will work under the coordination of an HRM project manager from the Parks Planning Division. Broad oversight for the project will be provided through a Steering Committee made up of HRM managers providing decision-making at key points.

### **Detailed Scope of Consulting Services:**



HRM requires consulting services along the following themes and areas of expertise and experience:

- urban and rural (land-use) planning
- open space and parks planning
- environmental sciences (including land-scape ecology)
- landscape architecture and environmental design

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

## **1.) Deliverables: INFORMATION & ANALYSIS**

- a.) develop an open space/ecological land classification and evaluation model<sup>3</sup> using available data and best methods (including Ecological Land Classification model for Nova Scotia) to identify, measure and rank areas of ecological and open space function and significance.
- b.) conduct a public and stakeholder engagement program to help identify open space values, goals and issues for consideration in protecting and managing a regional open space system
- c.) assess outdoor recreation, leisure and demographic data and trends to help shape open space policy and planning and land management efforts
- d.) assess key variables impacting the structure and function of the open space system including settlement patterns, development form, infrastructure, and public policy and land management variables and identify key areas for strategic project and policy alignment to help advance a comprehensive open space system
- e.) evaluate the spatial structure of the regional open space network and identify the types of lands (public and private) that are important to the long-term sustainability and functioning of the system
- f.) assess the existing regional greenway and parks network and identify key issues and opportunities for its future development and management

## **2.) Deliverables: PLANNING FRAMEWORK**

- a.) develop a policy framework to provide decision-making guidance for public open space acquisition and land management, public programming, and future community planning efforts
- b.) delineate and map an interconnected regional system of open space important for conservation, recreation and mobility, and for shaping urban development
- c.) review and if advisable, revise the HRM Parks Classification System and Open Space Typology (established under Section 2 of the Regional Plan) to guide an equitable and multi-functional network of public parks and corridors reflecting settlement type, community needs, ecological and community connectivity and environmental preservation needs
- d.) assess the current policy and management framework for HRM's system of regional parks and develop objectives and guidelines for a regional parks management framework including areas of high-need and strategic priority for detailed planning and management
- e.) engage with the Province to identify areas for potential protection under the Special Places Protection Act and Wilderness Areas Protection Act and identify and map areas of significant habitat and endangered species
- f.) identify areas for priority protection including:
  - significant natural areas & land patterns to advance conservation & regional park objectives

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<sup>3</sup> This ecological evaluation methodology will be used to identify important open space lands at the regional scale through this project however, the methodology must also be transferrable network as part of the consultant's deliverables and must also be transferrable across landscape scales for future planning and open space evaluation.

- areas of critical connection and gaps and barriers affecting the ecological function and connectivity of the public open space network
  - important areas of urban-natural interface including areas of near-urban wilderness
  - areas of hydrological significance and threat
  - areas of coastal and cultural importance including significant coastal corridors
  - geographic “hubs” capable of supporting and protecting multiple open space functions, such as regional parks, urban greenways, community centres, and schools
- g.) develop and evaluate potential planning scenarios and options to assess varying degrees of conservation and land-use functionality within the regional open space network to advance open space objectives and to refine regional settlement and growth management efforts

### **3.) Deliverables: IMPLEMENTATION FRAMEWORK**

#### **Public Lands Management** - *develop decision-making tools (criteria, procedures, & process) to deliver HRM's public open space planning & land management program*

- a.) develop public open space service levels that respond to regional settlement and growth management objectives and public open space needs across spatial scales and community types
- b.) develop criteria and procedures for evaluating municipal land acquisition and rationalization to guide the amount, type and distribution of public open space including parkland acquisition through subdivision and private development, partnerships, land transfers, and conservation easements
- c.) develop an integrated strategy and service guidelines for enhancing coastal and fresh water access such as coastal villages and islands, and lakes and rivers where community access is under-served
- d.) develop guidelines, principles and practices for public asset management and facility development including parks, corridors (including streets serving an open space function), urban forest, and other public open space to foster sustainable asset and portfolio management
- e.) assess existing HRM decision-making tools including the composite values land capability methodology and standards and guidelines for parkland planning & development and recommend opportunities for enhancement
- f.) recommend areas of alignment between open space planning and environmental sustainability efforts including the municipal climate change strategy, and water resources and watershed strategies
- g.) recommend methods to enhance multi-sector collaboration and coordination among government, community and private partners including governance, and potential policy and project alignment,
- h.) identify potential open space funding, land management, and conservation tools and best management approaches for protecting environmentally and ecologically sensitive areas

#### **Land-Use Planning** – *develop guidelines to help shape open space protection through future land-use planning processes (future policy, regulation, master planning)*

- a.) develop guidelines to shape future land-use planning and development including consideration for green-belt and environmental reserve land-use designations for protecting near-urban open space and areas of environmental preservation and guidance for secondary planning and land subdivision
- b.) identify potential incentives and tools to retain ecologically important areas through development review, land transfer, and community stewardship.
- c.) using best management approaches and local planning context assess the potential use of “green-belting” as a land-use designation & regulatory tool to protect important lands to advance sustainable development and settlement patterns
- d.) identify regulatory, incentive-based, and community stewardship approaches for increased protection of riparian lands including retention of trees, vegetation and soils in riparian zones, acquisition of riparian lands through development and subdivision, and riparian buffer delineation through secondary planning

*The successful consultant will present a methodology that will lead to a comprehensive open space strategy and decision-making framework that is both visionary and practical in its implementation.*

Proponents are encouraged to shape the deliverables in a manner that adds value to the project and improves the end product. This could include the consolidation (or addition of tasks) and planning approaches based on the consultant's expert insights.

## **Project Management**

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

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

The Project Manager shall:

- A. Report to HRM through a review process and meetings at various stages of the work program. The work progress shall be measured against a defined budget and work schedule.
- B. Meet and liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, and members of the community, as required.
- C. Provide copies to HRM of all correspondence related to the project including agreements reached on behalf of HRM.

HRM will assign a Project Manager from its Parks and Recreation Department to coordinate information exchanges and schedule meetings and activities with the Consultant. The Consultant will likewise be expected to assign a Project Manager to fulfill this function.

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

A project steering committee will be established to guide the project management with representation from the following departments: Parks and Recreation, Planning and Development, and Transportation and Public Works. The consultant will be required to attend meetings and deliver progress reports and presentations to the project steering committee jointly with the HRM Project Manager.

The project management team will work closely with a core HRM project team made up of expertise in the areas of parks and open space planning, landscape architecture and park development, land-use planning, culture and heritage planning, and communications. A technical team will be available on an as-needed basis including professionals in the areas of recreation and cultural programming, trails and active transportation, GIS, transportation and public works, urban design, and real property planning and land management.

The Consultant will be required to work (in a supporting capacity) with HRM's Communications staff and project manager to provide input into the design and delivery of an effective communications program that is well aligned with the public and stakeholder engagement objectives and efforts.

The consultant will report to HRM through a pre-determined review process and an appropriate number of meetings and/or communications at various stages of the work program. The proposal should outline a realistic schedule that factors the appropriate staff, steering committee, public, and Council engagement and approvals. It is expected that the consultant will meet regularly with the HRM planning team and maintain ongoing communication and coordination with the project manager and submit regular reports and presentations at a frequency and detail necessary to enable informed decision-making.

The consultant will also be required to meet in-person with the Steering Committee at milestone points to present key content and findings. Therefore, the proposal should include an appropriate time-line and schedule to meet these expectations. The staff planning team must be fully engaged in the process and participating at all critical points in the Plan's development. Also of critical importance to the success of the project are milestone updates to HRM Council through relevant standing committees and meetings of Regional Council. These updates will be led by staff and coordinated with the consultant.

The project must be completed on time and on budget using a sound project management structure and monitoring strategy. HRM recognizes that project management is an essential part of this work therefore a written progress report is required on a bi-weekly basis indicating progress of deliverables agreed to in the project plan and schedule originally submitted by the proponent at the project start up. Where the schedule has not been achieved a brief written explanation as to why shall be included. The progress report will be submitted digitally and via in-person presentation at milestone points.

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

### **Reporting & Deliverables:**

The consultant will be required to submit regular reports and materials sufficient in their number and content to maintain a high degree of communication, coordination, and understanding among staff and stakeholders as to the core data, analysis, and findings that will shape the Plan including:

1. A minimum of six (6) full hard copy draft and final reports (including color copies of all illustrations and mapping) in addition to digital files
2. A report of key findings and recommendations at strategic points in the process including:
  - An existing conditions/situational analysis report
  - A best management/practices report
  - A stakeholder engagement report
  - A spatial planning framework
  - A policy framework
  - An implementation framework
3. Sufficient mapping and graphics to illustrate and communicate key data inputs, analysis and synthesis. Reports, drawings, and calculations shall be in metric units. Drawings shall be to a scale appropriate to the design depiction and shall comply with HRM standards.

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

Electronic copies of all information (reports, drawings, and calculations; e.g., spreadsheets, computer model data files, etc.) shall be provided to HRM on a USB flash drive. All reports are to be provided electronically, each as a single PDF file that includes the report text and all figures, diagrams, and drawings presented. In addition, drawings shall be provided in AutoCAD current version format or ESRI shape files and reports shall also be provided in Microsoft Word 2010.

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

Headline: Project Drive

Title: \*\*\*\*\*

RFP Ref: 0\*-\*\*\*

Date:

Proponent:

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

Cost estimates are required and are to exclude HST.

## **APPENDIX C - SUBMISSION REQUIREMENTS**

The submission of a proposal on this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be services as described in the attached specifications and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws, all codes and ordinances of Halifax which in any way affects the prosecution of the work or persons engaged or employed in the work.

In responding to this proposal, each proponent shall include, as a minimum, a Business/Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Business/Technical Proposal which addresses the requirements described herein, and a separate Cost Proposal that details all costs for the proposed services. Both the Business/Technical Proposal, which shall be identified as envelope #1, and the separate Cost Proposal, which shall be identified as envelope #2, shall be submitted simultaneously. Both Technical and Cost Proposal must be signed by an authorized representative of the firm submitting.

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

### **1. Business/Technical Proposal**

The Business/Technical Proposal shall be evaluated in step 1. No details of costs or rates are to be included in this part of the Proposal.

The Business/Technical Proposal shall include the Form of Proposal and a transmittal letter. Proposals are limited to 25 pages, excluding forms, schedule, person-hours matrix, transmittal letter, addendums and appendices. A page is defined as a single-sided sheet of 8.5" by 11" paper. The only exceptions to this will be the project schedules, flowcharts and/or person-hours matrix, which may be submitted on 11" by 17" paper., One (1) unbound and duly signed copy and one (1) in digital format on flash drive of each proposal both technical and price components are to be submitted. Technical and price components must be submitted in separate envelopes and as separate digital files on separated drives.

No project data sheets or company brochures are to be submitted. Resumes may be referred to in an appendix.

Digital copies of the Proposal must not be larger than 10Mb. Proposals are to be typed using a font size no smaller than 11 pt (with the exception of footnotes and endnotes) and using a portrait page layout. Column format is not to be used.

Commitment letters shall be appended in the Proposal. Letters of commitment from member firms on their own letterhead and signed by an officer of the company affirming their commitment to this assignment and their role. Substitutions, deletions or altering of roles of key personnel will not be allowed without written authorization from Halifax.

Submissions should include, but not necessarily be limited to, the following:

- a) Evaluation Criteria #1 – Communication Skills: The proposal should be clear and readable. Information should be easy to find and should be in the order presented in the RFP Appendix A.
- b) Evaluation Criteria #2 – Team Composition and Experience
  - Sector Specific Experience: The proposal should clearly state the proponent firms overall experience in the field of expertise required by the scope of work. The Proposal shall include at least three (3) examples of recent projects as well as three (3) letters of reference. Proponents must be able to demonstrate that the firm has an in depth knowledge of the scope of this assignment. The purpose of this information is to demonstrate the Proponent's experience and ability to complete similar projects, develop creative solutions, resolve complex issues and communicate effectively with various parties and audiences.
  - Experience of Project Lead with projects of similar scope and size: The Proposal shall include a summary of the relevant experience as it relates to their role in this assignment. A brief description (years in business, services provided, number of employees, etc). Additionally, the Proposal shall include a brief description of each of the member firms, their role in this undertaking and the office from which their work will be conducted. A summary table format is acceptable.
  - Key Team Members appropriate skills and education: The Proposal shall include, as appendices a CV detailing their experience, skills and education in relation to this assignment.
  - Demonstrated history of proposed Team: The Proposal shall include a brief description of each of the member firms, their role in this undertaking and the office from which their work will be conducted. A summary table format is acceptable. Additionally the Proposal shall demonstrate the history of the member firms and individuals successfully delivering assignments of similar size and scope as a team.
  - Balance of level of effort: The proponent shall provide a proposed schedule to complete the tasks in the proposed work plan as well as a person-hours matrix (WBS) *without fees* outlining the hours each team member has allocated to each of the tasks in the proposed work plan. No hourly rates, dollar figures or costs shall be shown on this person/hours matrix breakdown; inclusion of any pricing information may result in disqualification of your Proposal.
- c) Evaluation Criteria #3 – Understanding of Halifax Needs
  - Understanding of the Requirements of the Scope of Work: Proponents shall provide a demonstrated understanding of the subject matter, including, but not limited to, the scope of work as well as the approach that will be taken to accomplish the Services related to this RFP document, as well as an indication of possible challenges and solutions not directly referenced in the Request of Proposals.
  - Acceptable Proposed Schedule and Work-plan: Proponents shall provide a work plan with which clearly outlines milestones and timelines to demonstrate how the work will progress to the desired completion date. Proponents must present a realistic timeline of the proposed Project schedule. The schedule shall reflect the tasks in the work plan and will be updated on a monthly basis to reflect project progress and shall be submitted to Halifax's Project Lead with the contractor's status report.

- Value added propositions and recommendations: Proponents shall demonstrate an innovative approach to the completion of the assignment, utilizing all potential resources available to them.
- Attention to Relevant Challenges: Proponents shall describe and attempt to address any challenges to the assignment which they have identified but may not be spoken to in the Request.

d) Evaluation Criteria #4 – Business/Technical Solution

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

- Business/Technical Solution: The proposal must address all of the business aspects of the engagement as identified in the RFP.
- Methodology: The proposal must combine proven project methodology and include innovative approaches and ideas in the delivery of the project. Proponents should keep this in mind when submitting similar successful projects for review under Criteria 1.
- Flexible and Scalable Solution: The proposal shall offer all of the services required to successfully deliver the project but should present a schedule that allows for adjustment, addition and/or deletion of specific activities as necessary to reflect budget availability, Regional Council direction or the evolution of the engagement.
- Cost and Time Effectiveness: The proposal shall indicate how the successful proponent will effectively use Halifax internal resources.

e) Evaluation Criteria 5 – Project Management Methodology

- Management Structure: the Proposal shall include an organizational chart indicating a clear reporting structure and escalation methodology.
- Proposed Communication Methods: The proposal shall also indicate the number and frequency and method (i.e. /in person, web-conference, tele-conference, etc.) of the anticipated meetings. Meeting dates should also be included in schedule per requirements of section.
- Quality Assurance Standards: A description of Proponents Quality Assurance methods and practices should be included.

f) Business/Technical Response – Other information

The following information shall be included in your Business/Technical response but is not an evaluated as a stand-alone criterion.

- Sustainability: Halifax is committed to purchasing sustainable goods, services, and construction. To aid the evaluation committee in better understanding the sustainable attributes for this purchase the proponent should prepare the following:
  - A brief statement, to maximum of (2) pages, that outlines the proponent's commitment to the sustainable operations of Halifax
  - Given the requirements in this RFP, describe how the service that you are proposing will be provided in a sustainable manner (e.g. considering greenhouse gas reduction, waste reduction, toxicity reduction, worker health and safety).



- If the requirement includes a good as part of the RFP, also include the following question:

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

2. Document Size Restrictions

Elaborate brochures or voluminous examples are neither required nor desired. Your proposal should not be more than 25 typed pages maximum, Arial 11 point font pitch. Digital submissions must not exceed 10Mb.

3. Number of Proposals to be Submitted

Two (2) copies, One (1) unbound and duly signed and one (1) in digital format on flash drive of each proposal both technical and price components are to be submitted. Technical and price components must be submitted in separate envelopes and as separate digital files on separated drives.

4. Cost Proposal

- a. The cost proposal shall be submitted at the same time as the technical proposal as a separate document in a separate sealed envelope
- b. The Cost Proposal shall include a single page duly signed stating the proponent's firm fixed total price for this service as outlined in the Request for Proposal.
- c. Proponents should include within the Cost Proposal on a separate page or pages, a detailed listing of the tasks and activities with a breakdown into work packages, details of all individual costs of the proposed services, and total costs (Fixed firm). The cost proposal is to be a separate document.
- d. The total cost shall represent the maximum payment for the project. Price data should include fixed price, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately. Price may not be the determining factor for award.

APPENDIX D – EVALUATION CRITERIA

Criteria	Summary (considerations may include but are not limited to the following)	Score
Communication Skills	<ul style="list-style-type: none"> <li>• Clarity and readability of written proposal</li> </ul>	5
Team composition and experience	Sector specific experience of the Proponent Firm <ul style="list-style-type: none"> <li>• Balance of level of effort vs. team roles (project mgmt., technical, etc.)</li> </ul>	20
Understanding of Halifax needs	<ul style="list-style-type: none"> <li>• Understanding of the requirements of the scope of work and Halifax organizational structure</li> <li>• Acceptable proposed schedule and work plan</li> <li>• Value added propositions and recommendations</li> <li>• Attention to relevant challenges that the committee has not considered</li> </ul>	20
Business/Technical Solution	<ul style="list-style-type: none"> <li>• Solution addresses all anticipated aspects of the project as identified in the RFP</li> <li>• Solution draws on proven methodology</li> <li>• Solution is flexible and scalable</li> <li>• Solution is cost and time effective in its use of Halifax resources</li> </ul>	20
Project Management Methodology	<ul style="list-style-type: none"> <li>• Management structure within Proponents organization/project team</li> <li>• Proposed communication methods between proponent team and Halifax</li> <li>• Quality Assurance standards and practices</li> </ul>	5
Subtotal (Business/Technical Proposal)		
Cost		30
		100

APPENDIX E – FORM OF PROPOSAL

**FORM OF PROPOSAL COVER PAGE**

Firm's Name \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

Email: \_\_\_\_\_

HST Number: \_\_\_\_\_

Nova Scotia Joint Stocks Registry Number: \_\_\_\_\_

RFP Number: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Proposal Due Date: \_\_\_\_\_

**PROPOSAL SIGNATURE PAGE**

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

PROPONENT: \_\_\_\_\_

Signature \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

# OPEN SPACE PLANNING - ORGANIZING STRUCTURE

