

REQUEST FOR PROPOSAL

**Threat Risk Assessment and Vulnerability Analysis**

RFP P15-353

Closing: October 20, 2015 at 2:00 pm local time.

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

October 2, 2015  
NOTICE

REQUEST FOR PROPOSAL #P15-353  
**Threat Risk Assessment and Vulnerability Analysis**

The Halifax Regional Municipality (“the Municipality”) is seeking proposals from qualified individuals/ firms to provide a **Threat Risk Assessment and Vulnerability Analysis**

Sealed Proposals, Two (2) copies, One (1) in digital format on usb flash drive and one (1) unbound and duly signed for #P15-353, **Threat Risk Assessment and Vulnerability Analysis** , 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. local time, October 20, 2015. Proponents are advised that Canada Post and its’ affiliates do not deliver to the Procurement Office.

All questions concerning the procurement process shall be directed to *Stephen Terry*, Senior Procurement Consultant, at (902) 490-2175, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to **terryst@Halifax.ca** and those of a technical nature to *Phillip Evans Manager, Infrastructure, ICT*, Phone 902-476-7166, or E-mail to **evansp@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.

Holly Fancy, Manager  
Procurement

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## SECTION 1. INSTRUCTIONS TO PROPONENTS

### 1. General Instructions

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 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 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 Procurement Office and any changes made to the RFP will be reflected in addenda duly issued by the Halifax 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 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. No contract will be awarded to any proponent who is currently disqualified from bidding (or to a proponent whose owner/principal is or was the owner/principal of a vendor who is disqualified from bidding) on the scope of services outlined in this RFP per Administrative Order #35, Procurement Policy, Section 11 – Vendor Performance.
- c. Proponents must be primarily engaged in providing the Services as outlined in this RFP.
- d. 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. The Municipality reserves the right to consider past performance on Municipal contracts in the evaluation of a proponent’s qualifications.
- e. 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.

- f. 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 or acceptance 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 Halifax 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 and those of a technical nature to Phillip Evans Manager, Infrastructure, ICT, Phone 902-476-7166, or E-mail to evansp@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:
  1. Form of Proposal
  2. Executive Summary
  3. 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. Surety

Bid Surety, Performance Surety and/or Labour and Materials Surety may be required in relation to this RFP and the resulting Contract.

16. 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.

17. 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:

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

18. 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.

## SECTION 2: SCOPE OF WORK

### 1. Project Background

The Halifax Regional Municipality is requesting proposals from qualified parties for a **Threat Risk Assessment and Vulnerability Analysis**.

To assess and evaluate the security measures and identify all risks to the security of information as a result of the architecture (e.g. network infrastructure, firewalls, servers, desktops, and remote access systems) and the configuration of the infrastructure implemented.

The assessment requires a specific and detailed list of vulnerabilities and recommended mitigations for risks associated with each. Areas to be assessed include but are not limited to:

- (a) Firewalls
- (b) Routers and Switches
- (c) Remote Access (VPNs)
- (d) Physical Security
- (e) WAN/LAN/Wifi Infrastructure
- (f) Wireless Security
- (g) Endpoint security controls
- (h) Desktop, Laptop, Tablet, and Smart Phone encryption and security implementation
- (i) Antivirus, Spyware and Malicious code detection
- (j) Safeguards and controls to deter APTs (Advanced Persistent Threats)
- (k) Incident and Response Reporting
- (l) IT Policies and Procedures
- (m) Documentation

### 2. Requirements

#### a. External Security Assessment

The Contractor will evaluate the Halifax Regional Municipality network by performing an analysis of publicly available information about the Halifax Regional network by using tools to scan the network and analyzing potential target hosts for vulnerabilities. Assessment will be done with a “black box” approach where the assessment team has no prior knowledge of the network. Vulnerabilities should then be identified and the implications assessed. The Contractor will offer recommendations to improve the security of the Halifax Regional Municipality network from external threats.

#### b. Internal Security Assessment

The Contractor will evaluate the Halifax Regional Municipality network by using tools to scan the network and analyzing potential target hosts for vulnerabilities.



On site supervised access to the network will be provided. Vulnerabilities should be identified and the implications assessed. The Contractor will offer recommendations to improve the security of the Halifax Regional Municipality network from internal threats.

**c. Application Security Assessment**

The Contractor will use the information gathered in the assessments performed to penetrate targeted hosts or applications and attempt to access protected information or demonstrate that such information could be accessed. The Contractor will work with the Halifax Regional Municipality ICT Division to identify a list of target hosts or applications. The final list of target hosts or applications will be at the sole discretion of the Halifax Regional Municipality. The number of hosts or applications on the list will not exceed fifty (50).

**d. Required Penetration Testing**

The Contractor will evaluate from both an external and internal perspective as appropriate. Vulnerabilities should then be identified and the implications assessed. The Contractor will offer recommendations to protect the applications from internal and external threats.

**e. Social Engineering**

The Contractor will be provided a list of all HRM ICT Staff, and will conduct a scan of social media and other public information which may introduce vulnerabilities to the HRM security posture. In addition, the Contractor will suggest a list of no more than 20 social engineering targets, to be approved by the project manager, who may be approached using common social engineering techniques.

**f. Physical Security**

The Contractor will perform an assessment of our physical security currently in place for our two Data Centres and three communication closets. Included will be an assessment of two of our secure facilities to see if access into the facility and access to a computer system on premise can be gained by an unauthorized party.

**3. Project Management**

The Contractor will assign a Project Manager. The project manager will be responsible for all schedule and management aspects of the project in coordination with a designated Halifax Regional Municipality Information Technology representative

**4. Reporting and Deliverables**

- a) The Proponent will document the results of the Threat Risk Assessment and Vulnerability Analysis.

- b) The Contractor will produce recommendations for resolving or mitigating any security risks identified as a result of vulnerabilities and weaknesses found during the assessment. The contractor will use a rating system to measure the relative probability, vulnerability and threat associated with each risk.
- c) All recommendations should be identified as either relating to industry best practices, including the source of the best practice recommendation, or otherwise identified as the opinion of the contractor and its team.
- d) The Contractor will provide three (3) bound copies and one (1) electronic copy of the final report to the Halifax Regional Municipality.
- e) The Contractor will prepare and deliver a technical presentation to Halifax Regional Municipality Information Technology staff.

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 copies of the report shall be delivered in Word format.

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

Headline: Project Drive  
Title: Threat Assessment  
  
Date:  
Contractor:

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

### SECTION 3 - 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 the Municipality 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

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.

- a) 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.,
- b) 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.
- c) Elaborate brochures or voluminous examples are neither required nor desired.
- d) No project data sheets or company brochures are to be submitted. Resumes may be referred to in an appendix.
- e) Digital copies of the Proposal must not be larger than 10Mb.
- f) 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.
- g) In the case of a joint venture or for sub-contractors, 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 the Municipality.

#### 1. Business Technical Solution Submission Requirements

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

- a) Mandatory Requirements – The proponent must demonstrate that they meet or will meet upon award the following mandatory requirements:

**The proponent's personnel conducting the assessment must hold one of the following certifications:**

- i) CISA (Certified Information Systems Auditor);**
  - ii) CISSP (Certified Information Systems Security Professional); or,**
  - iii) CEH (Certified Ethical Hacker);**
- b) 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 hereunder.
- c) 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 or relevant client contact information. 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.
- d) Evaluation Criteria #3 – Understanding of the Municipality’s Needs
  - Understanding of the Requirements of the Scope of Work: Proponents shall provide a demonstrated understanding of the subject matter, including, but not limited to, the scope of work as well as the approach that will be taken to accomplish the Services related to this RFP document, as well as an indication of possible challenges and solutions not directly referenced in the Request of Proposals.
  - Acceptable Proposed Schedule and Work-plan: Proponents shall provide a work plan with which clearly outlines milestones and timelines to demonstrate how the work will progress to the desired completion date. Proponents must present a realistic timeline of the proposed Project schedule. The schedule shall reflect the tasks in the work plan and will be updated on a monthly basis to reflect project progress and shall be submitted to the Municipality’s Project Lead with the contractor’s status report.
  - Value added propositions and recommendations: Proponents shall demonstrate an innovative approach to the completion of the assignment, utilizing all potential resources available to them.

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

e) 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 the Municipality's internal resources.

f) 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.

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

- a) Stage 1 – Mandatory Criteria
    - a. The proposal must meet any and all of the mandatory criteria as referenced in the Scope of Work and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any one of these criteria, it will receive no further consideration during the evaluation process and be deemed non-compliant.
    - b. The proposal must clearly demonstrate the proponent's experience and ability to fulfill the Service Requirements.
  - b) Stage 2 – Proposal Evaluation Criteria
    - a. All proposals which pass Stage 1 – Mandatory Criteria will be evaluated and ranked against the weighted Proposal Evaluation Criteria. 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 remain unopened.
    - b. To assist in the evaluation of proposals, the Evaluation Committee may, but is not required to:
      - i. 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;
      - ii. conduct any background investigations that it considers necessary and consider any relevant information obtained from such investigations in the evaluation of proposals;
      - iii. 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.
3. Cost Proposal Requirements
- 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.

4. Evaluation of the Cost Proposal

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

$$\text{Max Available Pts.} = \left[ \text{Max Available Pts.} \times \frac{(\text{total cost} - \text{lowest total cost})}{\text{lowest total cost}} \right]$$

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:

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

5. Award of Contract

- a) The Municipality reserves the right to modify the terms, or cancel, or reissue the RFP at any time at its sole discretion.
- b) The 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.

6. Method of Award

The evaluation process will be carried out by an evaluating committee who shall 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 evaluation of the technical and cost proposals, the presentation if offered, and any clarifications made by the proponent during the evaluation process.

APPENDIX A  
 EVALUATION CRITERIA/SCORESHEET

Criteria	Summary (considerations may include but are not limited to the following)	Score
Communication Skills	Clarity and readability of written proposal	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 the Municipality's needs	<ul style="list-style-type: none"> <li>• Understanding of the requirements of the scope of work and the Municipality's 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 the Municipality's 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 the Municipality</li> <li>• Quality Assurance standards and practices</li> </ul>	5
Subtotal (Business/Technical Proposal)		
Cost		30
		100



## **APPENDIX B 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 the Halifax Regional Police Services, to

work in any of the Municipality's 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 the Municipality's 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 or approved change orders (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 \$500 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 the Municipality without limiting the Municipality'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 the Municipality 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 Halifax Regional 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 of the Municipality's 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 of the Municipality's data in electronic format, and to completely purge all of the Municipality's 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's facilities or sites. Where required by the Municipality, the Contractor shall ensure that all sub-Contractors and service representatives that enter the Municipality's 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's 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's 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 contractor and will be retained by the Municipality for future reference in accordance with the Vendor Performance Evaluation Scorecard Process.

**Appendix C**  
**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 solicitations.

If a vendor 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 Expectations	Frequently Misses Expectations	Mostly Meets Expectations	Consistently Meets Expectations	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 contract 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 D – FORM OF PROPOSAL  
(Complete and Return with your 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: \_\_\_\_\_

**FORM OF 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.