

# HALIFAX

## REGIONAL MUNICIPALITY

REQUEST FOR PROPOSAL

BLOOMFIELD MASTER PLAN IMPLEMENTATION PROJECT  
CONSULTING SERVICES

RFP #10-064

Closing: 13, August, 2010 at 2:00 pm local time.

Halifax Regional Municipality  
Procurement Section  
P.O. Box 1749, Halifax  
3<sup>rd</sup> Floor, Duke Tower,  
Scotia Square, 5251 Duke Street  
Nova Scotia, Canada  
B3J 3A5

July 15, 2010

NOTICE

REQUEST FOR PROPOSAL **RFP #10-064**

Consulting Services - Bloomfield Master Plan Implementation Project Request for Proposal  
Development and Phase One Project Management

Sealed Proposals, Six (6) copies - four (4) bound and one (1) unbound and one (1) in digital (PDF) format, for Consulting Services - RFP #10-064- Bloomfield Master Plan Implementation Project Request for Proposal Development and Phase One Project Management, Halifax Regional Municipality, Halifax, Nova Scotia will be received by Halifax Regional Municipality Procurement Office, 3<sup>rd</sup> Floor, Duke Tower, Scotia Square, 5251 Duke Street, P.O. Box 1749, Halifax, Nova Scotia, Canada B3J 3A5, until **2:00 PM, 13 August 2010**.

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 [terrys@halifax.ca](mailto:terrys@halifax.ca) and those of a technical nature to *John Charles*, Coordinator Real Property Policy , Real Property Planning. Phone 490-5771 or E-mail to [charlej@halifax.ca](mailto:charlej@halifax.ca) .

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

The Halifax Regional 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 Halifax Regional Municipality.

Anne Feist, Operations Manager  
Procurement

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## **INTRODUCTION**

The Halifax Regional Municipality is seeking proposals from qualified individuals/ firms to provide research and advice related to the development and evaluation of the Bloomfield Master Plan Implementation Project Request for Proposal Development and Phase One Project Management - Consulting Services.

### **1.0 GENERAL INSTRUCTIONS**

#### **1.1 Instructions and the Terms of Reference**

**INSTRUCTIONS AND FORMS:** The Request for Proposal document may be obtained in person or by mail from, Halifax Regional Municipality Procurement Office, 3<sup>rd</sup> Floor, Duke Tower, Scotia Square, 5251 Duke Street, Halifax, Nova Scotia, Canada.

- (a) All proposals are to be submitted in accordance with Request for Proposal document.
- (b) All proposals are to be submitted in sealed, plainly marked envelopes. Proposals sent by facsimile or e-mail will not be accepted.
- (c) Additional information or clarifications of any of the instructions or information contained herein may be obtained from the Halifax Regional Municipality Procurement Office.
- (d) Any respondent or respondents finding any discrepancy in or omission from the proposal, in doubt as to their meaning, or feeling that the proposal is discriminatory, shall notify at once the Halifax Regional Municipality Procurement Office in writing within 5 days of the scheduled opening of proposals. Exceptions as taken in no way obligates the Halifax Regional Municipality to change the proposal. The Halifax Regional Municipality Procurement Office will notify all respondents in writing, by addendum duly issued, of any interpretations made of proposal instructions.
- (e) The Halifax Regional Municipality will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the Manager of Procurement, Halifax Regional Municipality.
- (f) All Proposals must be signed by an authorized signatory of the Proponent.
- (h) The Halifax Regional Municipality reserves the right to make additional copies of all or part of the Proponent's Proposal for internal use or for any other purpose required by law.
- (i) Proposals will NOT be publicly opened. Proponents will be advised of the results after evaluations of all Proposals has been completed and a successful Proponent has been determined.

#### **1.2 Eligibility**

Prospective proponents are not eligible to submit a proposal if current or past corporate and/or other interests may in the opinion of the Halifax Regional Municipality, give rise to conflict of interest in connection with this project. Proponents are to submit with their proposal documents any issue that may constitute a conflict of interest violation for review by the Halifax Regional

Municipality. Halifax Regional Municipality's decision on this matter will be final.

### **1.3 Reservations**

- (a) The Halifax Regional Municipality reserves the right to reject or accept any or all proposals or parts of proposals, when in this reasoned judgement, the public interest will be served thereby.
- (b) The Halifax Regional Municipality may waive formalities or technicalities in proposals as the interest of the Halifax Regional Municipality may require.
- (c) The Halifax Regional Municipality may waive minor differences in the proposal provided these differences do not violate the proposal intent.

### **1.4 Modifications/Addenda**

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

### **1.5 Proponents Expenses**

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Halifax Regional Municipality, if any.

### **1.6 Exceptions**

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

### **1.7 Currency and Taxes**

Prices are to be quoted:

- in Canadian dollars;
- inclusive of duty, where applicable;
- exclusive of HST.

### **1.8 Compliance with Laws**

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

performance of the contract.

### **1.9 Period of Submission Validity**

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

### **1.10 Disputes**

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

### **1.11 Grounds for Disqualification**

The proponent shall direct all questions regarding this RFP or the Project to the individuals identified in Section 2.3 of this Document (Contract Administration). Any attempt on the part of the Proponent or any of its employees, agent, contractors or representatives to contact any of the following persons with respect to this RFP or the Project may lead to disqualification:

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

## **2.0 ADMINISTRATION**

### **2.1 Background**

The Halifax Regional Municipality was formed on April 1, 1996 through the amalgamation of the former City of Halifax, City of Dartmouth, Town of Bedford, Halifax County Municipality, and Metropolitan Authority. The new municipality spans a geographic area of 5,600 square kilometres and provides municipal services to a population of approximately 380,000. These services include such typical municipal functions as police and fire protection, community development and planning, engineering and public works, sewage treatment, parks and recreation facilities, solid waste management and public transit.

### **2.2 General**

**Time is of the essence in the contract resulting from this proposal. A two (2) month completion period is required for this contract.**

### **2.3 Contract Administration**

All questions concerning the procurement process shall be directed to *Stephen Terry*, Senior Procurement Consultant, at (902) 490-2175, Monday through Friday, 8:30 A.M. to 4:30 P.M. or E-mail to [terryst@halifax.ca](mailto:terryst@halifax.ca) and those of a technical nature to *John Charles*, Coordinator Real Property Policy , Real Property Planning. Phone 490-5771 or E-mail to [charlej@halifax.ca](mailto:charlej@halifax.ca) .

### **2.4 Existing Conditions/Information Session**

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

### **2.5 Proponent's Qualifications**

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

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

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

Proponents must have an extremely comprehensive understanding in the areas listed in this Request for Proposal. Understanding and previous experience in all aspects of similar projects is

very essential criteria in the qualifying process.

Proponents shall have a proven record of having provided this service requirement. Halifax Regional Municipality reserves the right to check all references furnished and consider the responses received in determining the award of this proposal.

The proponent's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise. Halifax Regional Municipality reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.

The proponent must be currently in service of providing the work associated with this project and have been engaged in this field for a period of no less than three years.

## **2.6 Indemnity**

If the contract is awarded, the successful proponent will be required to indemnify and hold the Halifax Regional Municipality harmless and against all liability and expenses, including solicitor's fees, howsoever arising or incurred, alleging damage to property or injury to, or death of, any person arising out or attributable to the proponent's performance of the contract awarded.

Any property or work to be provided by the proponent under this contract will remain at the proponent's risk until written acceptance by the Halifax Regional Municipality; and the proponent will replace, at the proponent's expense, all property or work damaged or destroyed by any cause whatsoever.

## **2.7 Insurance Requirements**

The Proponent shall provide proof of Professional Errors and Omissions Insurance for all design professionals (such as architects, landscape architects or engineers) who provide the Proponent with signed stamped drawing or calculations. Such insurance shall have limits not less than \$2,000,000 each claim with respect to negligent acts, errors and omissions, and any deductible may not exceed \$50,000 each claim. The Proponent shall obtain such insurance when the Proponent subcontracts for any work from such a design professional, and prior to the submittal of Construction Documents. Any design professional required to obtain professional liability insurance must maintain proof of insurance for the term of this Agreement.

If requested at any time by HRM, the proponent will be required to provide General Liability Insurance in a form acceptable to HRM, with HRM as a named party. The amount of coverage will be \$2,000,000.

If requested at any time by HRM, the Proponent shall provide automobile liability insurance in respect to owned licensed vehicles subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive.

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

## **2.8 Method of Purchase**

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

## **2.9 Billing and Payment**

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

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

The invoice shall contain the following information:

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

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

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

The proponent shall invoice up to 90% of the original agreed value, the remainder, shall be invoiced upon successful completion of the work called for in the terms of reference.

Payment shall be made upon request of a proper invoice from the proponent and authorized by

the head of the department or designee. Normal payment terms for the Halifax Regional Municipality is 30 days from receipt.

## **2.10 Exceptions**

The proponent shall furnish a statement on company letterhead giving complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the proponent agrees to meet all requirements of the Request for Proposal.

## **2.11 Termination**

- (1) **Termination for Convenience:** The Halifax Regional Municipality may terminate a contract, in whole or in part, if determined that such a termination is in its best interest, without showing cause, upon giving written notice to the proponent. The Halifax Regional Municipality shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the bid price for the work performed. The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
- (2) **Termination for Default:** When the proponent has not performed or has unsatisfactorily performed the contract, the Halifax Regional Municipality may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of Halifax Regional Municipality. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Halifax Regional Municipality in re-procuring and completing the work.

## **2.12 Availability of Funds**

The contractual obligations of the Halifax Regional Municipality under this contract is contingent upon the availability of appropriated funds from which payment for this contract can be made.

## **2.13 Interpretation**

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

## **2.14 Integration**

This Request for Proposal document, the proponent's response to this solicitation, and subsequent purchase order(s) to the successful proposal contain the entire understanding between

parties, and any additions or modifications hereto may only be made in writing executed by both parties.

## **2.15 Non-assignment of Contract**

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

## **2.16 Public Information/Proprietary Information**

The Halifax Regional Municipality is subject to the Freedom of Information and Protection of Privacy provisions contained within the *Municipal Government Act* at Part XX. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. Any document submitted to the Municipality in response to this Request for Proposals is subject to this legislation and Respondents should be aware that any member of the public is entitled to request a copy of the document. In response to such a request, the Halifax Regional 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).

The Halifax Regional Municipality is also subject to the *Personal Information International Disclosure Protection Act*. This can be found online at: <http://www.halifax.ca/irm/Leg.html>. The Act creates obligations for the Halifax Regional 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.

## **2.17 Privacy**

In compliance with section 5(1) of the *Personal Information International Disclosure Protection Act* (PIIDPA), HRM is required to ensure that any personal information in its custody or control, which includes personal information that may be held by any of its service providers, is stored and accessed only within Canada, unless the storage of or access to the information outside of Canada is to meet the necessary requirements of its operations.

The respondent, if successful, will become the service provider and will be subject to this legislation. As such, the respondent must clearly identify whether they are able to meet the PIIDPA requirements of storage of and access to personal information only within Canada.

The proposed solution must not permit the collection, use and/or disclosure of any “personal information” (as defined by section 461(f) of the *Municipal Government Act*) without the consent of the individual.

In the event that the Canadian vendor is acquired by a non-Canadian company, the Canadian vendor would no longer comply with the requirements of PIIDPA. Prior to the completion of any

such acquisition, the Canadian vendor shall notify HRM of the proposed acquisition. The Canadian vendor agrees, at no cost to HRM and upon reasonable notification from HRM, to provide to HRM all HRM data in electronic format, and to completely purge all HRM data, including backups, from the Canadian vendor's possession prior to the completion of the acquisition. A certificate from an independent third party verifying that all data, including backups, has been purged shall be provided to HRM prior to the acquisition of the Canadian vendor by a non-Canadian company. Acceptable third parties include professional accountants, certified auditors and IT professionals.

## **2.18 Contract Agreement**

The selected proponent will be required to enter into a contract agreement with the Halifax Regional Municipality.

## **2.19 Relationship of parties**

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

## **2.20 Intellectual Property Rights**

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

## **2.21 Confidentiality**

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

## **2.22 Added Value**

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

acquisition represented in this solicitation request.

### **3.0 PROJECT BACKGROUND AND FRAMEWORK**

#### **3.1 Project Background**

##### 3.1.1. NEED:

The implementation of the Bloomfield Master Plan will be accomplished in three phases. This RFP is for Phase One of the Bloomfield Master Plan Implementation Project.

For Phase One of the project the Halifax Regional Municipality is seeking proposals from qualified individuals/ firms to produce:

- 1) A Request for Proposal for Phase Two of the project, and;
- 2) to develop a Project Management Plan for Phase Two and Phase Three of the project.

In September, 2009 Halifax Regional Council approved in principle the Bloomfield Master Plan. The Plan describes a vision and conceptual framework for the physical redevelopment, planning/use and financial approach to the Bloomfield site. The site is a 3.76 acre municipally owned property located in the North End of Halifax. The property is bordered by Almon, Agricola, and Robie Street with Fern Lane abutting the centre of the south property boundary. The property is centrally located on the Halifax Peninsula near major urban services and infrastructure and within an area of increasing development activity. Currently on the site are three former school buildings:

- Bloomfield Building (c. 1971) [45,000 sq. ft.]
- Fielding Building (c. 1929) [22,500 sq. ft.]
- Commons Building (c. 1919) [22,500 sq. ft.]

While the two older buildings are not registered heritage buildings they are considered to be historically significant and culturally valuable to the community.

The implementation framework and recommendations outlined in the Master Plan lays important groundwork and objectives for future detailed planning including MPS policy amendments and development negotiations. The Plan also articulates expectations for developers and provides guidance to HRM in evaluating and selecting future development and operating partners. As a framework it provides a direction to move forward, however, as with all redevelopments there is a level of uncertainty as to market forces, commercial and residential uptake, and the ability to find the right kinds of private and community developers. Therefore the plan must be flexible enough to allow for these uncertainties.

The Master Plan establishes a vision for the site and recommends a mixed-use development centred around a concentration of community-based recreation and arts and culture facilities and

open space. The Plan shapes the site as a node and destination for arts and culture and community developments and recognizes a significant opportunity to invest in the site as catalyst for achieving walkable, efficiently services and connected neighbourhoods and for residential densification and housing diversity.

The Bloomfield Master Plan and supporting documents are available at:

<http://www.halifax.ca/RealPropertyPlanning/BCMP/index.html>

### 3.1.2 GOAL:

The goal of the Master Plan Implementation Project is for HRM to establish formal agreements with community groups, arts and culture and private-sector partners that will lead to the timely restoration, redevelopment and operation of the Bloomfield site in a manner consistent with the overall intent of the Bloomfield Master Plan as approved by Halifax Regional Council in September, 2009.

### 3.1.3 OBJECTIVES / CRITICAL PATH

#### Phase One-Project Management Plan/RFP Development

- HRM to develop a Request for Proposal (RFP), evaluate and award Phase One-Project Management Plan/RFP Development contract for consultant services.
- Consultant review of the Bloomfield Master Plan, specifically Chapter 5, *Implementation and Recommendations*.
- Consultant development of a Bloomfield Master Plan Implementation Project Management Plan to orchestrate and schedule the recommendations, intended actions and outcomes contained in Chapter 5.
- Consultant development of RFP for Phase Two - Expression of Interest (EOI) Process Management including a best practices /RFP content report
- Consultant support in evaluation and awarding Phase Two-Process Management contract.
- Estimated time to completion - two (2) months.

#### Phase Two - Expression of Interest (EOI) Process Management -Stakeholder Selection

- Consultant to review and refine the Phase One Bloomfield Master Plan Implementation Project Management Plan.
- Consultant to develop and administer Expression of Interest (EOI) processes for stakeholder groups based on the vision, principles and implementation recommendations outlined in the Master Plan.
- Consultant to facilitate the development of partnership agreements among stakeholder

- groups.
- Consultant support in evaluation and final selection of stakeholder groups for Phase Three-Bloomfield Restoration and Redevelopment Proposals.
- Consultant development of RFP (or RFPs) for Phase Three - Bloomfield Restoration, Redevelopment, Operation and Programming Proposals.
- Estimated time to completion - five (5) months.

#### Phase Three - Bloomfield Restoration, Redevelopment, Operation and Programming Proposals

- HRM to administer, evaluate and award restoration, redevelopment, operating and programming rights and contracts.
- Estimated time to completion - five (5) months.

#### 3.1.4 REQUIREMENTS

For Phase One of the Bloomfield Master Plan Implementation Project, HRM requires consulting services for the development of a comprehensive project management plan based on implementation recommendations contained in the Bloomfield Master Plan. The successful proponent will also be expected to provide a best practices /RFP content report and draft RFP, for consulting services for Phase Two - Expression of Interest (EOI) Process Management which will include examples of mistakes and lessons learned from other jurisdictions with similar projects, which will help form the basis of the RFP, and provide information required to make a successful evaluation of the RFP respondents. Subsequent to the issuance of the Request, the proponent will provide expert advice during the evaluation process.

#### 3.1.5 CONSTRAINTS

A two (2) month completion period is required for this contract.

#### 3.1.6 ASSUMPTIONS

The consultant will work primarily with appointed HRM staff from Real Property Planning and additional HRM staff members from the Project Steering Committee that will be responsible for providing direction and resolving issues related to all aspects of the scope of services. The consultant will provide a single, focused point of contact throughout the term of contract. The individual appointed will be a senior member of the consultant's team and will have full authority to commit the resources of the consultant.

### **3.2 Project Framework**

The project shall be coordinated by a Project Steering Committee comprised of a project manager from HRM with addition staff representatives from HRM or any others deemed appropriate by the project manager.

The successful proposer shall designate in writing, a project manager and all coordination for services between the Project Steering Committee and the successful proposer.

The HRM project manager shall chair the Project Steering Committee and be responsible for the administration of this project. The consultant shall make all contacts needed to gather such information that is needed to complete the study. Any claim of the consultant of lack of information provided by HRM will not be regarded as sufficient reason for non completion of this study.

The consultant shall schedule at least three presentations of work in progress to the Project Steering Committee during the course of the study in the time frame deemed appropriate to the Project Manager and the Consultant. Unless prior agreement is made with the Project Manager in writing, other unscheduled meetings will be regarded as a normal part of the Project Management and the consultant's fees for any of these unscheduled meetings shall be within the fixed fee agreed in the contract.

#### **4.0 PROJECT OBJECTIVE**

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

#### **5.0 DETAILED SCOPE OF CONSULTING SERVICES**

HRM requires consulting services and accompanying professional expertise to address all of the issues and implementation recommendations contained in the Bloomfield Master Plan. The successful proponent will clearly identify a course of action and areas of expertise necessary to meet these needs.

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

- Review the Bloomfield Master Plan, specifically Chapter 5, *Implementation and Recommendations*.
- Develop a Bloomfield Master Plan Implementation Project Management Plan to orchestrate and schedule the recommendations, intended actions and outcomes contained in the Master Plan.
- Develop an RFP for Phase Two - Expression of Interest (EOI) Process Management and provide a best practices /RFP content report and RFP respondent evaluation report.
- Provide support in evaluation and awarding the Phase Two-Process Management contract.
- Complete the project within two (2) months.

#### **5.1 Project Management**

The proponent shall designate in their proposal, a project manager. All coordination for services

with the Halifax Regional Municipality and the successful proponent shall be the responsibility of the project manager. The project manager shall ensure that any substitutions in proponent team personnel are approved by the HRM project manager.

Report to HRM through a review process and meetings at various stages of the work program. The work progress shall be measured against a defined budget and work schedule.

HRM recognizes that project management is an essential part of this project, therefore a written weekly 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.

Meet, liaise with regulatory bodies, utilities, stakeholder groups, other levels of government, members of the community, as required.

Provide copies to HRM of all correspondence related to the project including agreements reached on behalf of HRM.

The Proponent shall also be prepared to provide the following:

The consultant shall schedule at least three presentations of work in progress to the Project Steering Committee during the course of the study in the time frame deemed appropriate to the Project Manager and the Consultant. Unless prior agreement is made with the Project Manager in writing, other unscheduled meetings will be regarded as a normal part of the Project Management and the consultant's fees for any of these unscheduled meetings shall be within the fixed fee agreed in the contract.

## **5.2 Community Engagement Strategy**

For all projects with a Community Engagement component, the Proponent must comply with the intent and recommendations of HRM's Approved Community Engagement Strategy. The approved strategy can be accessed on the Halifax Regional Municipality Website at: <http://www.halifax.ca/crca/documents/CommunityEngagementStrategyDec92008.pdf>

## **5.3 Reporting and Deliverables**

- 1) The successful Proponent will provide a review report of the Bloomfield Master Plan, specifically Chapter 5, *Implementation and Recommendations*.
- 2) The successful Proponent will be expected to develop a Bloomfield Master Plan

Implementation Project Management Plan to orchestrate and schedule the recommendations, intended actions and outcomes contained in the Master Plan.

- 3) The successful Proponent will be expected to provide a best practices / rfp content report, which will include examples of mistakes and lessons learned from other jurisdictions with similar projects, which will help form the basis of the Request for Proposals to also be provided by the Proponent
- 4) Additionally, the successful Proponent will provide a report with information required to thoroughly evaluate RFP respondents. Subsequent to the issuance of the Request, the proponent will provide expert advice during the evaluation process.
- 5) The successful Proponent shall be available during the RFP evaluation process to directly respond to any questions related to the best practices report as it relates to the evaluation. The Proponent may be asked to review each proposal in depth and provide expert comment regarding information presented in the proposals.
- 6) In addition to presenting the project management, best practices, and respondent evaluation reports to the project team as well as on site evaluation support, the proponent may be required to provide support to HRM staff in presentations to Senior Staff and Halifax Regional Council.

Six (6) hardcopies, One (1) unbound and five (5) bound of each report shown above are to be delivered to the HRM Project Manager at the completion of the project. Electronic copies of all information (reports, drawings, and calculations; e.g., spreadsheets, computer model data files, etc.) shall be provided to the HRM Project Manager on a CD or DVD-R. In addition, all reports are to be provided electronically, each as a PDF file and MS Word file that includes the report text and all figures, diagrams, and drawings presented. Drawings shall also be provided in Adobe Illustrator Current Version format.

The proponent shall provide a label for the project CD or DVD-R with the following information:

Headline: Project CD/DVD-R  
Title: **Request for Proposals #10-064  
Bloomfield Master Plan Implementation Project  
Consultant Services**  
Date:  
Proponent:

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

Cost estimates are required and are to exclude HST.

## **6.0 PROPOSAL SUBMISSION**

The submission of a proposal on this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be services as described in the attached specifications and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws, all codes and ordinances of the Halifax Regional 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 Technical Proposal and a Cost Proposal. The proposal is not complete unless it contains a Technical Proposal which addresses the requirements described herein, and a separate Cost Proposal that details all costs for the proposed services. Both the Technical Proposal, which shall be identified as envelope #1, and the separate Cost Proposal, which shall be identified as envelope #2, shall be submitted simultaneously. Both Technical and Cost Proposal must be signed by an authorized representative of the firm submitting.

Sealed Proposals will be received by Halifax Regional Municipality Procurement Office, 3<sup>rd</sup> Floor, Duke Tower, Scotia Square, 5251 Duke Street, P.O. Box 1749, Halifax, Nova Scotia, Canada, B3J 3A5.

### **6.1 Submission Requirements**

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

#### **6.1.1 GENERAL**

Proponent shall provide the name of the firm, Office address, telephone number, email address, and facsimile number.

#### **6.1.2 PROPONENT'S CREDENTIALS**

Proponents shall provide, in detail, their credentials related to the scope of work and any information which documents successful and reliable experience in past contracts, especially those contracts related to the requirements of this Request for Proposal.

#### **6.1.3 STAFF CREDENTIALS**

Proponents shall provide the name, title, address and telephone number of persons who will both manage and be assigned to perform the services and extent of their involvement

under the proposal. (work breakdown structure)

#### 6.1.4 RESUMES

A one (1) page resume, including references, detailing educational qualifications and previous work assignments related to this Request for Proposal for each person who will perform the services required. These credentials may be subject to verification.

In the event there would be a change in the persons named and assigned to perform the services under the contract, the proponent shall be required to submit, for approval to the Halifax Regional Municipality, the credentials and resumes of the persons the proponent proposes to perform the services under the contract.

#### 6.1.5 REFERENCES

Proponents shall provide a list of three (3) applicable customer references who have contracted for services offered by the proponent which is considered identical or similar to the requirements of this Request for Proposal. The list should include the following information:

1. Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the specific services provided including the year, proponent contract value and final proponent contract value.

References from Halifax Municipality staff are not desired and will not be considered.

#### 6.1.6 UNDERSTANDING AND APPROACH

Proponents shall provide a response to demonstrate 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.

#### 6.1.7 PROJECT & DESIGN METHODOLOGY AND PROJECT ORGANIZATION

An organizational chart will be provided (in the case of multi-disciplinary Joint Ventures, the lead firm will be identified). A Work Breakdown Structure (WBS) and Responsibility Assignment Matrix (RAM) will be provided.

#### 6.1.8 SCHEDULE OF PROJECT ACTIVITY

Proponents shall provide a bar chart indicating significant milestones. The proponent's proposal shall also indicate the number and frequency of the anticipated meetings for the review process. Indicate on the schedule the critical path. For the purposes of constructing a schedule the proponent shall consider the following:

- The proponent shall use standard calendar dates when presenting the schedule.
- The project is expected to start in September, 2010 and be completed in

two months.

#### 6.1.9 OTHER

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

### 6.2 Cost Proposal

The Cost Proposal, shall include proponents firm fixed price for this service as outlined in the Request for Proposal. Price may not be the determining factor for award.

Proponents should include with the Cost Proposal, 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.

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. The Halifax Regional Municipality may negotiate a final offer with the selected proponent.

Elaborate brochures or voluminous examples are not required nor desired.

### 6.3 Document Size Restrictions

Elaborate brochures or voluminous examples are not required nor desired. Your proposal should not be more than **25 typed pages maximum**, Times New Roman 12 point font pitch.

### 6.4 Number of Proposals to be Submitted

Six (6) copies, One (1) unbound and five (5) bound of each proposal both technical and price components are to be submitted.

## 7.0 METHOD OF AWARD

The evaluation process will be carried out by an evaluating committee who will establish the ranking of all the consultants and produce a short list. The short-listed consultants may be invited to make a brief presentation. The results of the above process will be brought to the appropriate staffing level with a recommendation from the evaluating committee to award.

### 7.1 Proposal Evaluation

All proposals will be evaluated and ranked against the weighted **Proposal Evaluation Criteria**

listed in Appendix A - Proposal Evaluation Criteria. Proposers are reminded that the proposal is the main document used in the evaluation and that the Proposer shall insure all information required to make the decision is included. Proposals not achieving a minimum of 75% of the total available technical points will no longer be considered and the Cost Proposal will be returned unopened.

## 7.2 Cost Proposal Evaluation

Unless otherwise stated in this document or its addenda, the proposal with the lowest cost shall receive the maximum points allowed. All other proposals shall receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{maximum points available} = \text{awarded points}$$

*The value of the contract for this project shall be inclusive of applicable HST.*

## 8.0 AWARD OF PROPOSALS

- 8.1 HRM reserves the right to modify the terms, or cancel, or reissue the Request for Proposals at any time at its sole discretion.
- 8.2 This Request for Proposal should not be construed as a contract to purchase goods or services. Although proposals will be assessed in light of the evaluation criteria, HRM is not bound to accept the lowest priced or highest scoring proposal or any proposal. HRM reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of HRM.
- 8.3 Subsequent to the submissions of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent.
- 8.4 HRM will not be obligated in any manner to any proponent until a written contract has been duly executed. Any damages arising out of a breach by HRM, including damages for any implied duty at law, are limited to the actual costs of preparing the proposal. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or licence pursuant to any statute, regulation or by-law.
- 8.5 The Halifax Regional Municipality offers debriefing to unsuccessful proponents. An unsuccessful proponent must request a debrief in writing within 5 (five) business days after receiving a Letter of Notification. 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.

## **9.0 POST COMPLETION REVIEW**

The Halifax Regional 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 HRM for future reference.

**APPENDIX A:  
 PROPOSAL EVALUATION CRITERIA**

	Weight	Score
<p><b>1. Capability</b></p> <p>Project Team Experience                      Project Manager Experience                      Company Experience</p> <p>The length and quality of experience on other similar work will be reviewed. Sample projects with references are to be listed.</p>	<b>20</b>	
<p><b>2. Work Plan</b></p> <p>a. Past performance in being able to keep projects within their fee estimates and with the same personnel as originally indicated.</p> <p>b. Schedule - acceptable schedule including all required tasks. Past performances in being able to keep projects on schedule.</p> <p>c. Level of Effort - total proposed person hours and distribution among team members.</p>	<b>20</b>	
<p><b>3. Methodology</b></p> <p>a. Understanding project objectives &amp; associated issues</p> <p>b. Work Plan - thoroughness of approach to the project</p> <p>c. Overall quality of proposal</p> <p>d. Innovation</p> <p>e. Demonstrate a solid understanding of the subject matter and study requirements.</p>	<b>40</b>	
<p><b>4. Cost</b></p>	<b>20</b>	
<p><b>5. Total</b></p>	<b>100</b>	