

REQUEST FOR PROPOSAL

for

Owner's Engineer

Halifax Harbour Solutions Project

RFP NUMBER 00-121

Closing, November 17, 2000 @ end of business day

Halifax Regional Municipality Procurement Section P.O. Box 1749, Halifax 3rd Floor, Duke Tower, Scotia Square, 5251 Duke Street

TABLE OF CONTENTS

RFP Number

| | | | <u>Page</u> |
|-----|-----------------------|--|-------------|
| | Table | of Contents | |
| | Introduction | | 4 |
| | | | |
| | Title | | 4 |
| 1.0 | GENERAL | | |
| | 1.1 | Proposal Submission | 5 |
| | 1.2 | Eligibility | 6 |
| | 1.3 | Right to Cancel | 6 |
| | 1.4 | Reservations | 6 |
| | 1.5 | Indemnity | 7 |
| | 1.6 | Disputes | 7 |
| | 1.7 | Proponents Expenses | 7 |
| | 1.8 | Exceptions | 7 |
| | 1.9 | Currency and Taxes | 7 |
| 2.0 | REQUIREMENTS | | |
| | 2.1 | | 7 |
| | 2.2 | Contract Administration | 8 |
| | 2.3 | Regulatory Requirements | 8 |
| | 2.4 | Information Available for Reference | 8 |
| | 2.5 | Submission Details | 9 |
| | 2.6 | Billing and Payment | 10 |
| | 2.7 | Negotiation of Prices and Scope of work | 11 |
| | 2.8 | Termination | 11 |
| | 2.9 | Non-Assignment of Contract | 12 |
| | 2.10 | Public Information/Proprietary Information | 11 |
| | 2.11 | Contract Agreement | 12 |
| | 2.12 | Intellectual Property Rights | 12 |
| | 2.13 | Confidentiality | 12 |
| 3.0 | Scope of Work | | 13 |
| 4.0 | Staffing Requirements | | 14 |
| 5.0 | Review and Evaluation | | 15 |
| 6.0 | Award of Proposal | | 16 |

NOTICE

REQUEST FOR PROPOSAL

Sealed Proposals, six (6) copies - four (4) bound and one (1) unbound, and one (1) in electronic format (Word Perfect or .pdf) for **OWNER'S ENGINEER**, **Halifax Harbour Solutions Project**, - Halifax Regional Municipality, Halifax, Nova Scotia will be received by Halifax Regional Municipality Procurement Office, 3rd Floor, Duke Tower, Scotia Square, 5251 Duke Street, P.O. Box 1749, Halifax, Nova Scotia, Canada, B3J 3A5, until November 17, 2000, end of business day.

Questions concerning the procurement process may be directed to Dale Carman at (902) 490-6476, those of a technical nature to Kulvinder Dhillon, P. Eng., Director, Public Works and Transportation Services at (902) 490-4855 and for viewing appointments to Cheryl Kimber, at (902) 490-4756.

Instructions and specifications may be obtained from the Halifax Regional Municipality Procurement Office, (902) 490-4170, Fax (902) 490-4175, Monday through 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.

Peter Ross Manager of Procurement

INTRODUCTION

The Terms of Reference outlines the steps and processes required of the proponent for the preparation of the **Proposal for OWNER'S ENGINEER, Halifax Harbour Solutions Project.**

The Halifax Regional Municipality (HRM) intends to implement the Halifax Harbour Solutions Project (HHSP) to provide, at least, advanced primary treatment for the more than 150 million litres of raw sewage on average per day which currently flows through many outfalls into the Halifax Harbour and approaches. To assist HRM with the administration and implementation of the HHSP, HRM requires an owner's engineer (OE) to provide engineering consulting services.

The Owner's Engineer shall work directly for HRM and it is the intent of HRM to enter into a contract for the above noted work with the successful proponent. The Owner's Engineer's role is to ensure that the design, construction and commissioning of the Sewage Treatment Plants and integrated appurtenances are in full compliance with the project scope documents, commissioning protocol and applicable construction and safety practices.

TITLE

RFP for OWNER'S ENGINEER, Halifax Harbour Solutions Project, will be received at the Halifax Regional Municipality Procurement Office, 3rd Floor, Duke Tower, Scotia Square, 5251 Duke Street, P.O. Box 1749, Halifax, Nova Scotia, Canada, B3J 3A5, until end of business day, on November 17, 2000. Unless otherwise specified, all formal proposals submitted shall be irrevocable for 90 calender days following proposal opening date, unless the proponent(s), upon request of the Purchasing Agent, agrees to an extension.

1.0 GENERAL

- (a) Any proponent or proponents feeling that the proposal is discriminatory, shall notify the Halifax Regional Municipality Procurement Office in writing, no less than 10 business days prior to the submission closing date. This in no way obligates the Halifax Regional Municipality to change the RFP.
- (b) Any proponent or proponents who has questions as to the meaning or intent of any part of this RFP for OE or of the Project, or who believes this RFP contains an error, inconsistency or omission, or finds any discrepancy in or from the proposal, should

submit a request for clarification in writing to the HHSP Office. Responses to all requests for clarification, any changes or revisions to the RFP for OE will be issued to all registered proponents in writing as a formal addendum. Proponents should register with the HRM Procurement Office in advance of the Submission Closing Date to be included on the circulation list for any addenda.

- (c) The Halifax Regional Municipality will assume no responsibility for oral instructions or suggestions.
- (d) Under no circumstances, will proposals received after the Submission Closing Date be accepted. Any proposal received after the Submission Closing Date will not be evaluated and will be returned to the proponent unopened.
- (e) The HRM requires that the successful proponent provide evidence of professional liability insurance in the amount of \$2,000,000 (two million dollars) in a form acceptable to HRM. It is the responsibility of the successful proponent to provide evidence to HRM, on an ongoing basis, that any person or firm, including all sub-consultants and subcontractors working for the successful proponent, is covered by this blanket professional liability insurance or has their own equivalent coverage. HRM shall be the sole judge as to the acceptability of the successful proponent's coverage. Unacceptable coverage or the discontinuation/change of coverage without the approval of HRM shall be grounds for immediate termination of the Owner's Engineers contract.
- (f) Copies of Proposal submission: A total of 6 (six) copies of the final proposal (including four bound, one unbound and one in electronic format in Word Perfect or .pdf) are to be submitted. No facsimile transmissions will be accepted, with the exception that amendments to the original document will be accepted by facsimile (Fax: (902) 490-4206), if received before the Submission Closing Date. Original hard copy and updated electronic copy must be forwarded promptly to HRM so that they may be attached to the original hard copy for validity.
- (g) HRM is an equal opportunity employer and has a Community Race Relations Policy, and an Employee Equity Policy (these documents are available for viewing at the offices of HRM Procurement Office). HRM's goal is that firms and companies it does business with subscribe to and abide by similar policies. The proponent is to indicate in their proposal if they have a policy on race relations and employment equity.

1.1 PROPOSAL SUBMISSION

All copies of the proposal shall be delivered in a sealed envelope marked "Proposal # 00-121 for Owner's Engineer - Halifax Harbour Solutions Project" by the end of the business day, November 17, 2000, to:

Peter Ross, Manager of Procurement Halifax Regional Municipality 3rd Floor, Duke Street Tower, Scotia Square Halifax, Nova Scotia B3J 3A5 Phone: (902) 490-6499 Fax: (902) 490-4206

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. Further, it is a requirement that the proponent for OE provide a statement, to be included with the proposal submission, that neither the proponent nor their firm nor OE team members has entered or is considering entering into a business relationship with any of the final two (2) short listed proponents for the HHSP RFP are as follows:

Halifax Regional Environment Partnership Suite 212, Brewery Market 1489 Hollis Street Halifax, NS B3J 3M5

Halifax WaterWorks Group 1874 Brunswick Street, 4th Floor Halifax, NS B3J 2G7

A list of the individual proponent group members is available from the HHSP Office or the HRM website (www.region.halifax.ns.ca From Quick Links, select Harbour Solutions.)

1.3 RIGHT TO CANCEL

HRM is not bound to accept any proposal and, in its sole discretion, may proceed as it determines following receipt of proposals. HRM reserves the right to:

- (a) Accept or reject any or all proposals in whole or in part.
- (b) At any time, add, delete, or modify terms or conditions included in the RFP for OE provided such information is provided to all registered proponents and to require all proponents to advise HRM of the effect of such changes on their proposals.
- (c) Issue a second RFP for OE.
- (d) Decide at any time not to proceed with this RFP for OE or corresponding function.

1.4 RESERVATIONS

(a) The Halifax Regional Municipality reserves the right to reject any or all proposals or parts of

proposals when, in its sole discretion and reasoned judgement, the public interest will be served thereby.

- (b) The Halifax Regional Municipality may waive minor differences in the proposal provided these differences do not violate the proposal intent.
- (c) All materials collected and supplied by the OE proponent will become the property of HRM and may be used by HRM, or any agents thereof, in future work.
- **1.5 INDEMNITY:** 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 OE's performance of the contract awarded.
- **1.6 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.
- **1.7 PROPOSAL EXPENSES:** All costs and expenses incurred by proponents relating to this RFP process for OE will be borne by the proponents. HRM is not liable to pay such costs or expenses or to reimburse or compensate proponents under any circumstances, including the rejection of any or all proposals or the cancellation of the RFP.
- **1.8 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.
- **1.9 CURRENCY AND TAXES:** Prices are to be quoted:
 - in Canadian dollars;
 - inclusive of duty, where applicable;
 - exclusive of HST.

2.0 REQUIREMENTS

2.1 BACKGROUND

HRM intends to proceed with the Project for providing, at least, advanced primary treatment of sewage which currently flows through many outfalls into Halifax Harbour and approaches.

In September 1998, a selection process was initiated by HRM comprising of a Request for Qualifications (RFQ) for proponent groups interested in implementing the Project. From the RFQ submissions, a short list of three successful proponent groups was approved by HRM Council. HRM has received two proposals and one will be used to identify one private partner (referred to as the "Company") to implement the Project in conjunction with HRM.

The Project consists of designing, constructing and commissioning four (4) Sewage Collection Systems

(including combined sewer overflows and pumping stations) and up to four (4) Facilities (including Sewage Treatment Plants, outfalls and diffusers) and providing a Sludge Handling and Management System(s). Each Sewage Collection System and related Facility shall be designed as an integrated system, with the Sewage Collection Systems being managed and operated by

HRM. The HRM has prepared a shadow bid to be used to determine if HRM or the private partner will manage and operate the Facilities. Copies of the RFP for the Halifax Harbour Solutions Project are available from the HRM Procurement Office, on the HRM website, or at local libraries.

2.2 CONTRACT ADMINISTRATION

All questions concerning this Request for Proposal shall be directed to Dale Carman, Team Leader, Procurement, Phone 490-6476, or e-mail to <u>carmand@region.halifax.ns.ca</u> and those of a technical nature to Kulvinder Dhillon, P. Eng., Director, Public Works and Transportation Services, Phone 490-4855, or by e-mail to <u>dhillok@region.halifax.ns.ca</u>.

2.3 **REGULATORY REQUIREMENTS**

Proponents are advised that it is their responsibility to ensure that the personnel assigned to this Project are fully knowledgeable and comply with the *Occupational Health and Safety Act of the Province of Nova Scotia*, and the *Halifax Regional Municipality Safety Policy and Procedures Manual* (this document is available for viewing at the offices of HRM Design Services, 2750 Dutch Village Road), and *other Federal*, *Provincial and Municipal safety requirements*. The OE will be required to coordinate with Halifax Regional Municipality staff involved with entry into *confined spaces* before starting this type of work. Further, the OE will be required to satisfy all *Federal*, *Provincial and Municipal* regulatory requirements.

2.4 INFORMATION AVAILABLE FOR REFERENCE

The proponents are advised to review the following available information and any other additional information deemed necessary by the proponent in order to complete the submission. The information available is as follows:

- A hard copy of the RFP for HHSP can be obtained from the HRM Procurement Office.
- Copies of the RFP for HHSP are available on the HRM website, or at local libraries.
- Copies of the List of Appendices for the RFP for HHSP are available for viewing only in the HHSP Office.
- Copies of reports prepared for the HHSP are available on the HRM website or for viewing only in the HHSP Office.
- A list of reference materials from the Halifax Harbour Cleanup Inc. is available for viewing from the HHSP office. To obtain a copy of the list or to view selected materials see the following paragraph for procedure.

To assist with proposal preparation, the above information is available for viewing only in HHSP's offices in Duke Tower, Scotia Square, 4th Floor. Contact Administrative Assistant Cheryl Kimber at

(902) 490-4756 to arrange a viewing appointment.

- HRM does not have all detailed sewer information in one standard format. Some of the information is in GIS ArcInfo, AutoCAD R14 format and in hard copy. These will be made available to the successful proponent for OE.

2.5 SUBMISSION DETAILS

The Proposal shall include as a minimum:

- (a) General: Each proposal must have a cover letter signed by a Principal from each of the member firms of the proponent's team with the name of the firm, office address, telephone number, facsimile number and the name of the contact person for the proponent.
- (b) Proponent's Credentials: The Proponent shall provide, in detail, information which documents successful and reliable experience of their firm in the field of Engineering Services related to the design, construction, commissioning, operation and financing of sewage collection systems, wastewater treatment plants, outfalls/diffusers and sludge handling systems, especially those examples on relevant projects of similar size.
- (c) Team Members' Credentials: Proponent shall provide, in detail, information which documents successful and reliable experience of their team members in the field of Engineering Services related to the design, construction, commissioning, operation and financing of sewage collection systems, wastewater treatment plants, outfalls/diffusers and sludge handling systems, especially those examples on relevant projects of similar size.
- (d) Key Personnel Resumes: A one (1) page resume, including references, detailing educational qualifications and previous work experience, skills related to this Request for Proposal for each person who will perform the services required and their position in the firm. These credentials may be subject to verification.
- (e) References: Proponent shall provide a list of applicable references who have contracted for services offered by the proponent and each member of their team which is considered identical or similar to the requirements of this Request for Proposal. Failure to do so may cause for rejection of proposal. The list should include the following information:
 - (i) Company Name and Address
 - (ii) Contacting Officer and Telephone Number
 - (iii) Technical Representative and Telephone Number, and
 - (iv) A brief, written description of the specific services provided.

 (f) Methodology, Understanding and Approach: Proponent shall provide detail project methodology and the project organization chart to demonstrate the understanding of the OE function. Include specific description the roles of the OE Project Manager, the OE on-site personnel and the OE Specialist(s) and a chart showing the organizational structure. (g) Financial: The proponent shall include per hour or per diem rates for all OE personnel. The rates are required to include all associated expenses (local travel and lodging, meals, long distance telephone calls, computers and equipments, office space, etc.) and firm overhead expenses including inflation up to March 31, 2003, relating to each individual and the overall function of OE exclusive of HST. The proponent shall also include the method of recovery for expenses incurred in approved out of town travel and any required material testing.

The proponent shall include a detailed cost matrix listing the anticipated tasks and activities with a breakdown of the anticipated hours/day per month for each individual along with the associated rate structure to provide an estimated cash flow and upset cost estimate.

The Halifax Regional Municipality may negotiate a final offer with the selected proponent. Prices submitted in the proposal shall be valid for 90 days from the Submission Closing Date or until a contract is signed with the successful applicant, whichever comes first.

- (h) Detailed Schedule: Proponent shall provide a detailed schedule of the proposed activities for the various OE personnel and their availability.
- (i) Financial Stability: Proponent shall provide information to demonstrate the financial stability of the proponent.
- (j) Local knowledge and local content: Proponent shall provide information relating to local knowledge and local content.
- (k) Other: The proponent may provide any additional brief facts that are considered relevant to the proposal.

To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order of the above.

2.6 BILLING AND PAYMENT

Invoice for services provided shall be submitted to:

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

The invoice shall contain the following information, as a minimum:

Purchase Order Number:

Period of Work: ~ the time spent by each employee on the project in the billing period

Itemized List of Services Provided:

- ~ approved 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
- ~ the total billed to date (i.e. current plus previous invoices)

Normal payment terms for the Halifax Regional Municipality is 30 days from receipt of invoice.

2.7 NEGOTIATION OF PRICE AND SCOPE OF WORK

- (a) Prior to the signing of the OE contract, HRM reserves the right to negotiate with the successful proponent on the exact scope of work and associated price including an upper limit on the cost of the OE function.
- (b) HRM shall have the right to reduce or increase the scope of work during the term of the contract upon providing the OE with 30 days notice. HRM wants to avoid unnecessary duplication of the work and therefore the role of OE should allow some flexibility and permit some adjustment to occur in determining how the OE services are delivered to HRM.

2.8 TERMINATION

- (a) **Termination for Convenience:** The Halifax Regional Municipality may terminate a contract, in whole or in part, whenever the Halifax Regional Municipality determines that such a termination is in the best interest of the Halifax Regional Municipality, without showing cause, upon giving written notice to the proposer. The Halifax Regional Municipality shall pay all reasonable costs incurred by the proposer up to the date of termination. However, in no event shall the proposer 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.
- (b) Termination for Default: When the proposer 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 proposer to fulfil the contractual obligations shall be considered just cause for termination of the contract. The proposer 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.

2.9 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.

2.10 PUBLIC INFORMATION/PROPRIETARY INFORMATION

HRM will consider all proposals as confidential subject to any disclosure requirements imposed by law. HRM will, however, have the right to make copies received for its internal review process and to provide such copies to its staff, legal and other advisors and representatives. Proponents may not disclose any details pertaining to their proposals in the selection process in whole or in part to anyone not specifically involved in their proposals without the prior written consent of the HRM. All requirements, designs, documentation, plans, and information obtained by the proponent in connection with this RFP for OE are the property of HRM and must be treated as confidential and not used for any purpose other than preparing and submitting a proposal and in the fulfilment of any subsequent contract with HRM. Upon request of HRM, all documents, plans and information relating to this RFP for OE must be returned to HRM.

The Halifax Regional Municipality operates under a public information law which permits access to most records and documents. All documents, including proposals, submitted to the Halifax Regional Municipality become the property of the Halifax Regional Municipality and are subject to disclosure under the Nova Scotia Freedom of Information and Protection of Privacy Act. This Act is part of the Municipal Government Act, Part XX. To review the provisions of this act you may view it at http://www.gov.ns.ca/legi/legc/bills/57th_1st/3rd_read/b047(1).htm and go to part XX FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY.

2.11 CONTRACT AGREEMENT

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

2.12 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.

2.13 CONFIDENTIALITY

The selected proponent agrees not to release or in any way cause to release any confidential information of the Halifax Regional Municipality unless they have been specifically approved to do so in writing by HRM.

3.0 SCOPE OF WORK

The OE shall represent and assist HRM with the evaluation, administration, construction and commissioning of the HHSP. The scope of the Owner's Engineer's work shall include, but not be limited to:

- (a) Review all relevant documentation concerning the HHSP.
- (b) Review the responses from the final two short listed proponents.

(c) Review preliminary design of the proponents to determine if HRM's requirements are being met.

- (d) Provide expertise and advice to HRM during the evaluation of HHSP RFP submissions from the final two proponent groups.
- (e) Provide expertise and advice to HRM during contract negotiations with the selected HHSP proponent.
- (f) Consult with regulatory officials to confirm the acceptability of the work being proposed by the company.
- (g) Review all engineering drawings including architectural/landscaping drawings from pre-design through to final construction and record drawings in hard copy and/or electronic format.
- (h) Ensure that the Company's environmental management plan is being implemented properly and all environmental/permitting conditions are being met during construction.
- (i) Verify, review and monitor implementation of all plans, manuals and programs required by the HHSP RFP and contract to assure compliance by the Company.
- (j) Review and comment on all material changes to the plans and manuals.
- (k) Verify and review all reporting requirements are provided by the Company, and that the reports fulfill the obligations of the Company under the Project.
- (l) Provide on-site monitoring, testing and reporting of construction progress, Quality Assurance and Quality Control (QA/QC) and material usage as per standard construction practice.
- (m) Represent HRM at commissioning of each collection system, each sewage treatment plant,

each outfall/diffuser to provide HRM with confirmation that each and together operates as intended and to provide information as to problems and remedial actions.

- (n) Represent HRM's technical interests in any dispute resolution procedures as per the HHSP RFP and contract with the Company.
- (o) Report results to HRM in a timely manner, at least biweekly, throughout the duration of the OE contract and, more frequently, if significant deviations from HRM's requirements are encountered.
- (p) Provide verification of company progress reports to assist authorization of progress payments.

4.0 STAFFING REQUIREMENTS

There will be other independent engineers on-site during the Project, employed by HRM or hired by the Company and/or their sub-consultants/contractors. The manner in which these engineers conduct their work will impact on the role of the OE. HRM wants to avoid unnecessary duplication of the work and therefore, the role of OE should allow some flexibility and permit some adjustment to occur in determining how the OE services are delivered to HRM.

The undertaking of the OE's function should generally include, but not be limited to, the following staffing requirements.

- (a) The OE Project Manager shall be the prime OE contact for HRM and will have responsibility for the overall management of the OE function. The OE Project Manager shall be an experienced professional engineer licensed to practise in Nova Scotia and with extensive design/built experience in wastewater treatment, sewage treatment plants, reservoir design, construction and commissioning of projects of a similar scope and scale. These skills and experience should enable the OE Project Manager to address a significant percentage of the technical issues. More complex issues may be referred, as necessary, to the appropriate specialist.
- (b) The OE team shall be represented on-site by technical staff(s) to monitor the detailed activities of the Company. The on-site technical staff(s) shall have extensive construction inspection and QA/QC experience, with specific exposure to projects of a similar scope and scale.
- (c) The OE team shall have available an appropriate group of technical specialists/experts to provide reviews and advise on the various detailed components of the HHSP. The specialists may be required for input in the design, construction and commissioning of components of the project. Specialists shall be available for, but not restricted to, the following areas:

Sewage Treatment Process Hydraulics Instrumentation Geotechnical Civil Mechanical Structural Electrical Architectural Financial GIS ArcInfo & AutoCAD Third Party Evaluation Project Management Design/Build Expertise

5.0 REVIEW AND EVALUATION

The selection of a successful proponent to undertake the OE function will be based on an evaluation of the proposal carried out by a staff evaluating committee who will establish the ranking of all the bidders and produce a short list of proponents. The short-listed proponents may be invited to an interview to clarify their proposal, but there will be no obligations to receive further information, whether written or oral from any proponent. The results of the above process will be brought to the appropriate staffing level with a recommendation from the evaluating committee to award.

The general evaluation criteria are as follows:

Experience of proponent and proven performance on relevant projects of similar scope and scale

Technical skills and competence of proposed OE personnel

Qualified personnel available for the project duration

Comprehension of role and objectives of the OE and HHSP and intergation of OE team

Quality of the proponent's methodology and approach

Local knowledge and local content

Design/build expertise

Financial Stability

Fee structure*

*Fee structure will be based on detailed cost matrix provided by the proponent listing the anticipated tasks and activities with a breakdown of the anticipated hours/day per month for each individual along with the associated rate structure (per diem/per hour rates of OE personnel) to provide an estimated cash flow and upset cost estimate.

6.0 AWARD OF PROPOSAL

The Halifax Regional Municipality reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion.

This Request for Proposal should not be construed as a contract to purchase goods or services. The Halifax Regional Municipality is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed as per the evaluation criteria.

The Halifax Regional Municipality will not be obligated in any manner to any proponent whatsoever until a written contract has been duly executed relating to an approved proposal.

Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity contemplated in the proposal that requires any approval.

7.0 INQUIRIES

Direct administrative inquiries to:

Dale Carman, Team Leader - Procurement

Halifax Regional Municipality 5251 Duke Street, 3rd. Floor, Duke Street Tower, Scotia Square P.O. Box 1749 Halifax, Nova Scotia B3J 3A5 Phone: (902) 490-6476 Fax: (902) 490-4206 E-mail: carmand@region.halifax.ns.ca

Direct technical inquiries to:

Kulvinder Dhillon, P.Eng., Director Public Works and Transportation Services Halifax Regional Municipality 2776 Dutch Village Road P.O. Box 1749 Halifax, Nova Scotia Halifax Regional Municipality Owner's Engineer - HHSP Request for Proposal 00-121

B3J 3A5 Phone: (902) 490-4855 Fax: (902) 490-6904 E-mail: dhillok@region.halifax.ns.ca

Direct requests for viewing appointments to:

Cheryl Kimber, Administrative Assistant

Halifax Harbour Solutions Project Office Halifax Regional Municipality 4th. Floor, Duke Street Tower, Scotia Square P.O. Box 1749 Halifax, Nova Scotia B3J 3A5 Phone: (902) 490-4756 Fax: (902) 490-4760 E-mail: kimberc@region.halifax.ns.ca

<u>HRM website:</u> www.region.halifax.ns.ca From Quick Links, select Harbour Solutions.