

TOWN OF MULGRAVE

REQUEST FOR PROPOSALS FOR

Project Manager for Town of Mulgrave Waste Water Treatment facility

RFP Number: MULG2020-RFP-1

Date Issued: 11/13/2019

**Deadline Proposals: 4:00pm Local Time
12/13/2019**

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1. PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1. INVITATION TO PROPONENTS

This Request for Proposals (“RFP”) is an invitation by The Town of Mulgrave to prospective proponents to submit proposals for the provision of Project Management Services, as further described in the RFP Deliverables.

1.2. RFP CONTACT

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

Name/Title	Darlene Berthier Sampson, CAO
Email address	cao@townofmulgrave.ca
Telephone	902-747-2243

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Town of Mulgrave other than the RFP Contact or their designates, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3. TYPE OF CONTRACT FOR DELIVERABLES

The selected proponent will be required to enter into an agreement with the Town of Mulgrave for the provision of the Deliverables in the form attached as Appendix B to this RFP (the “Agreement”).

1.4. RFP TIMETABLE

Issue Date of RFP	11/13/2019
Deadline for Questions	11/29/2019
Deadline for Issuing Addenda	11/22/2019
Submission Deadline Date and Time	12/13/2019
Anticipated Execution of Agreement	12/23/2019

The RFP timetable is tentative only, and may be changed by the Town of Mulgrave at any time.

1.5. SUBMISSION OF PROPOSALS

1.5.1. Proposals to be submitted at Prescribed Location

Proposals shall be delivered to the following address:

**The Town of Mulgrave
c/o Chief Administrative Officer (CAO)
PO Box 129
459 Mulgrave, Nova Scotia
B0E 2G0**

Ensure the external packaging is marked with the RFP number and proponent’s contact information.

1.5.2. Proposals to be submitted on Time

Proposals must be submitted at the location set out above on or before the Submission Deadline. Proposals submitted after the Submission Deadline will be rejected. The Town of Mulgrave’s time clock will be assumed to be correct.

1.5.3. Proposals to be submitted in Prescribed Format

A) IN A SEALED PACKAGE, PROPONENTS SHOULD SUBMIT THEIR PROPOSAL CONTAINING THE FOLLOWING:

Include one (1) hard copy of the technical proposal and one (1) electronic copy of the technical proposal saved as a PDF on a USB flash drive, unless otherwise indicated.

Technical proposal packages should be prominently marked as “Technical Proposal” with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the technical proposal should include an abbreviated form of the proponent’s name and RFP #.

Technical proposals should be comprised of:

- (a) completed Appendix D - Proposal Submission Form,
- (b) completed response to the RFP requirements and deliverables, and
- (c) other mandatory submission requirements, as applicable.

Financial information is not to be included in the technical proposal. Label the USB flash drive with the proponent’s name and RFP #.

B) In a sealed envelope which should be included in the sealed package, include one (1) hard copy of the cost proposal (completed response to Appendix C – Cost Proposal Submission Requirements) and one (1) electronic copy of the cost proposal saved as a PDF or MS Excel on a USB flash drive.

Cost proposal envelopes should be prominently marked as “Cost Proposal” with the RFP title and number (see RFP cover) and the full legal name and return address of the proponent. The file name on the electronic copy for the cost proposal should include an abbreviated form of the proponent’s name and RFP #. Label the USB flash drive with the proponent’s name and RFP #.

If there is a conflict or inconsistency between the hard copy and the electronic copy of the proposal, the hard copy of the proposal shall prevail. In the interest of sustainability, please refrain from using binders, binding, plastic covers, or similar fastening or presentation materials when submitting the proposal. Similarly, unless specifically requested in this solicitation document, proponents should not submit product catalogues, swatches, or other marketing materials with their proposal.

The Town of Mulgrave will not accept proposals submitted by facsimile transfer, email, or any other electronic means.

1.6. AMENDMENT OF PROPOSALS PRIOR TO SUBMISSION DEADLINE

Proponents may amend their proposals prior to the Submission Deadline by submitting the amendment in a sealed package prominently marked with the RFP title and number and the full legal name and return address of the proponent to the location set out above. Any amendment should clearly indicate which part of the proposal the amendment is intended to amend or replace. Any amendment received after the Submission Deadline will not be accepted.

1.7. WITHDRAWAL OF PROPOSALS

Proponents may withdraw their proposals prior to the Submission Deadline. To withdraw a proposal, a notice of withdrawal must be sent to the RFP Contact prior to the Submission Deadline and must be signed by an authorized representative of the proponent. The Town of Mulgrave is under no obligation to return withdrawn proposals.

1.8. PROPOSALS IRREVOCABLE AFTER SUBMISSION DEADLINE

Proposals shall be irrevocable for a period of **ninety (90)** days from the Submission Deadline.

[End of Part 1]

2. PART 2 – EVALUATION OF PROPOSALS

2.1 STAGES OF EVALUATION

The Town of Mulgrave will conduct the evaluation of proposals in the following stages:

2.2. STAGE I – MANDATORY SUBMISSION REQUIREMENTS

Stage I will consist of a review to determine which proposals comply with all of the Mandatory Submission requirements. Proposals that do not comply with all of the Mandatory Submission requirements as of the Submission Deadline will be disqualified and not evaluated further. The Mandatory Submission Requirements are as follows:

2.2.1. Technical Proposal

Each proposal must include (a) completed Proposal Submission Form (Appendix D), (b) completed response to the RFP Requirements and Deliverables, and (c) other mandatory submission requirements, as applicable.

The Proposal Submission Form (Appendix D) must be completed and signed by an authorized representative of the proponent. Other than inserting the information requested, a proponent may not make any changes to the Form. Any proposal containing any such changes, whether on the face of the form or elsewhere in the proposal, will be disqualified.

2.2.2. Cost Proposal

Each proposal must include an envelope marked “Cost Proposal”. The Cost Proposal envelope will not be opened until Stage III.

2.3. STAGE II – TECHNICAL EVALUATION

Stage II will consist of an evaluation of Technical Proposals in the following two sub-stages:

2.3.1. Mandatory Technical Requirements

The Town of Mulgrave will review the proposals to determine whether the Mandatory Technical requirements as set out herein have been met. Proposals that do not comply with all of the Mandatory Technical requirements will be disqualified and not evaluated further.

2.3.2. Rated Criteria

The Town of Mulgrave will evaluate each compliant proposal on the basis of the rated criteria as set out in Section 4 of the RFP Particulars (Appendix A). Proposals that fail to meet the stated threshold(s) will be disqualified and not evaluated further.

2.4. STAGE III – PRICING

Stage III will consist of a scoring of qualified Cost Proposals as follows:

2.4.1. Opening of Cost Proposals

The Town of Mulgrave will open Cost Proposals to ensure that they are completed in accordance with the Cost Proposal Submission Requirements (Appendix C). Cost proposals that are not completed in accordance with the Cost Proposal Submission Requirements will be disqualified and not evaluated further.

2.4.2. Errors and Discrepancies

If Cost Proposals contain mathematical errors, unit prices/hourly rates will be assumed correct for each line item and used to quantify the total cost based on the estimated quantities.

2.4.3. Allocation of Cost Points

The proposal with the lowest cost shall receive the maximum points allocated for cost. All other proposals will be prorated against the lowest cost proposal using the following formula:

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

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

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

Bid 1: \$100,000

Bid 2: \$130,000

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

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

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

2.5. STAGE IV – CONDITIONS OF AWARD

After the completion of Stage III, all scores from Stage II and Stage III will be added together.

If any documents required to be submitted are not submitted within the required timeframe the Town may withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process. **Proponents are encouraged to submit these documents with proposal submission.**

2.6. STAGE V - SELECTION OF HIGHEST SCORING PROPONENT

Subject to the terms and conditions of the RFP process set out in Part 3 of this RFP, including The Town of Mulgrave's right to reject all proposals, the proponent with the highest score, and that meets the conditions of award, will be selected to enter into the Agreement (Appendix B). The selected proponent will thereafter be referred to as "the Supplier".

3. PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1. GENERAL INFORMATION AND INSTRUCTIONS

3.1.1. RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each proponent and incorporated into each proponent's proposal. A proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP, including the terms of the Agreement in Appendix B, either as part of its proposal or after receiving notice of selection, may be disqualified by The Town of Mulgrave in its absolute discretion.

3.1.2. Proponents to Follow Instructions

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

3.1.3. Language

All proposals are to be in English only.

3.1.4. No Incorporation by Reference

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

3.1.5. References and Past Performance

In the evaluation process, The Town of Mulgrave may include information provided by the proponent's references and may also consider the proponents' past performance or conduct on previous contracts with the Town of Mulgrave.

3.1.6. Information in RFP Only an Estimate

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

3.1.7. Proponents to Bear Their Own Costs

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

3.1.8. Proposal to be retained by The Town of Mulgrave

The Town of Mulgrave will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.9. Trade Agreements

Proponents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade and/or the Atlantic Procurement Agreement are subject to those trade agreements but that the rights and obligations of the parties shall be governed by the specific terms of this RFP.

3.1.10. No Guarantee of Volume of Work or Exclusivity of Contract

The Town of Mulgrave makes no guarantee of the value or volume of work to be assigned to the successful proponent. The Agreement may not be an exclusive contract for the provision of the described Deliverables. The Town of Mulgrave may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services from The Town of Mulgrave's' own resources.

3.1.11. Business Registration

Proponents may be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Nova Scotia Registry of Joint Stock Companies, please consult:

The status of a proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, a contract cannot be awarded unless the successful proponent is registered and in good standing, in accordance with applicable laws.

If the proponent's business is not required to register in Nova Scotia, the proponent will be required to submit registration from their applicable jurisdiction.

3.2. COMMUNICATION AFTER ISSUANCE OF RFP

3.2.1. Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

in writing by email to the RFP Contact on or before the Deadline for Questions. All questions or comments must be submitted by proponents by email to the RFP Contact. All questions or comments should be submitted by proponents on or before the Deadline for Questions. The Town of Mulgrave is not obligated to respond to questions or comments received after this period has passed. No such communications are to be directed to anyone other than the RFP Contact.

The Town of Mulgrave is under no obligation to provide additional information, and the Town of Mulgrave shall not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Town of Mulgrave is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2. All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Town of Mulgrave, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum on the Nova Scotia Procurement Web Portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Town of Mulgrave. In the Proposal Submission Form (Appendix D), proponents should confirm their acknowledgement of all addenda by setting out the number of each addendum in the space provided.

3.2.3. Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4. Verify and Clarify

During the evaluation process, the Town of Mulgrave may request further information from the proponent or third parties in order to verify and/or clarify the information provided in the proponent's proposal. The response received by the Town of Mulgrave shall form an integral part of the proponent's proposal.

3.3. **EXECUTION OF AGREEMENT, NOTIFICATION AND DEBRIEFING**

3.3.1. Selection of Proponent and Execution of Agreement

The Town of Mulgrave will notify the selected proponent in writing. The selected proponent shall execute the Agreement in the form attached as Appendix B to this RFP and satisfy any other applicable conditions of this RFP within ten (10) days of notice of selection.

3.3.2. Failure to Enter into Agreement

In addition to all of the Town of Mulgrave's other remedies, if a selected proponent fails to execute the Agreement or satisfy any other applicable conditions within ten (10) days of notice of selection, the Town of Mulgrave may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that proponent and proceed with the selection of another proponent or cancel the RFP Process.

3.3.3. Posting of Contract Award

Once an Agreement is executed by the Town of Mulgrave with a proponent, notification of the outcome of the procurement process will be posted on the Nova Scotia Procurement Web Portal.

3.3.4. Debriefing

Proponents may request a debriefing after posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal. All requests must be in writing to The Town of Mulgrave's CAO and must be made within ten (10) days of posting of the outcome of the procurement process on the Nova Scotia Public Tenders web portal. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.5. Supplier Complaint Procedure

If a proponent wishes to file a complaint in regards to the RFP process, it must provide written notice to the Town of Mulgrave's CAO within ten (10) days of posting of the outcome of the procurement process on the Nova Scotia Procurement Web Portal, and The Town of Mulgrave will respond to the Bidder Complaint within ten (10) days.

3.4. **CONFLICT OF INTEREST AND PROHIBITED CONDUCT**

3.4.1. Conflict of Interest

The Town of Mulgrave may disqualify a proponent for any conduct, situation or circumstances, determined by the Town, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this Section, "Conflict of Interest" has the meaning ascribed to it in the Proposal Submission Form (Appendix D).

3.4.2. Disqualification for Prohibited Conduct

The Town of Mulgrave may disqualify a proponent, or terminate an Agreement entered into if the Town, in its sole and absolute discretion, determines that the proponent has

engaged in any conduct prohibited by this RFP.

3.4.3. Prohibited Proponent Communications

A proponent shall not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Proposal Submission Form (Appendix D).

3.4.4. No Lobbying

A proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent.

3.4.5. Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Town of Mulgrave; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.6. Rejection of Proposal

The Town of Mulgrave may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Contractor to honor its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Town of Mulgrave, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest; or
- (d) The Town of Mulgrave's past experience with the proponent for similar or related services.

3.5. **CONFIDENTIAL INFORMATION**

3.5.1. Confidential Information of the Town of Mulgrave

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

- (a) is the sole property of the Town of Mulgrave and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of Agreement for the Deliverables; and
- (c) must not be disclosed without prior written authorization from the Town of Mulgrave.

3.5.2. Confidential Information of Proponent

In accordance with the *Public Procurement Act*, the name of the proponents and the name and total value of the successful proponent will be publicly advertised on the Nova Scotia Public Tenders web portal.

The Town of Mulgrave is subject to the Freedom of Information and Protection of

Privacy provisions contained within the *Municipal Government Act*. 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 Town of Mulgrave 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).

3.5.3. Personal Information International Disclosure Protection Act

The *Personal Information International Disclosure Protection Act* (PIIDPA), creates obligations for the Government of Nova Scotia and its service providers when personal information is collected, used or disclosed. Provisions related to PIIDPA requirements are included in the contract terms. A copy of the Act is available online at:

<http://nslegislature.ca/legc/statutes/persinfo.htm>

3.5.4. Privacy Protection Schedule

The successful proponent is required to comply with the Privacy Protection Schedule attached to the Agreement (Appendix B)

3.6. **RESERVED RIGHTS, LIMITATION OF LIABILITY AND GOVERNING LAW**

3.6.1. Reserved Rights of the Town of Mulgrave

The Town of Mulgrave reserves the right to:

- (a) make public the names of any or all proponents;
- (b) request written clarification in relation to a proponent's proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any proponent;
- (f) disqualify any proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any proponent or the proposal of any proponent who has engaged in conduct prohibited by this RFP;
- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Town of Mulgrave and a proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Town of Mulgrave and a proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Town may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

3.6.2. Past Litigation with the Town of Mulgrave

The Town of Mulgrave may, in its absolute discretion, reject a Proposal submitted by a Proponent if:

- (a) the Proponent, or any officer or director of the Proponent;
- (b) any related company of the Proponent through common ownership, control or otherwise; or
- (c) any intended sub-contractor of the Proponent;

is or has been engaged, either directly or indirectly through another corporation, in a legal action (including arbitration or formal notice of intent to commence a legal action) against the Town of Mulgrave, its elected or appointed officers and employees in relation to (i) any other contract with the Town of Mulgrave; or (ii) any matter arising from the Town of Mulgrave's exercise of its powers, duties, or functions under the *Town of Mulgrave's Charter* or another enactment; within five years of the date of this Request for Proposals.

In determining whether to reject a proposal under this clause, the Town of Mulgrave will consider whether the litigation is likely to affect the Proponent's ability to work with the Town of Mulgrave, its consultants and representatives and whether the Town of Mulgrave's experience with the Proponent (or any of the individuals or entities referenced above) indicates that the Town of Mulgrave is likely to incur increased staff and legal costs in the administration of this contract if it is awarded to the Proponent.

3.6.3. Limitation of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither the Town of Mulgrave nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim, loss or damage arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim;
- (b) the proponent irrevocably waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Town of Mulgrave's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other supplier or proponent (including a non-compliant proponent) or to cancel this RFP process; and
- (c) in the event that a court of competent jurisdiction determines that (a) and/or (b) is inapplicable or unenforceable, the Town of Mulgrave's liability in such circumstances shall be limited to the lesser of \$1000 and the proponent's costs of preparing its proposal.

3.6.4. Governing Law and Interpretation

These Terms and Conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Town of Mulgrave; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]

4. APPENDIX A – RFP PARTICULARS

4.1 PURPOSE

The Town of Mulgrave is seeking proposals from qualified individuals or firms to project manage the tender, design and build of a new waste water treatment plant.

The Project Manager is the primary point-person responsible for planning, executing, and delivering this project on time, within budget, and in accordance to specifications. To achieve these important goals, the Project Manager will define project requirements and scope, manage resources, and supervise the efforts of project team members. Efficient delivery of project deliverables, effective quality control, and clear communication of expectations to stakeholders and upward reporting to the CAO and Council are critical tasks that must be performed throughout the project lifecycle

4.2 BACKGROUND

The Town of Mulgrave, located on the Strait of Canso, has a population of approximately 722 residents. The Town has been approved for the full development of a sewage treatment plant. The project involves pumping and treating the sewage flows, presently being treated at the Towns existing Main Street sewage treatment plant. The consolidated flows, at the Main street plant, will be directed to a new pumping station and then pumped to a new treatment plant facility to be constructed at the site of the Towns second treatment plant. This second existing treatment plant is known as the Loggie street treatment plant. The existing Loggie Street sewer treatment plant is a sequencing batch reactor (SBR) treatment plant which was constructed in 2001. The existing plant presently treats wastewater from a portion of the Town, however it is too small to accommodate the required capacity of the full Town. A preliminary study noted remaining life in some of the existing equipment that can be optimized in the new plant.

4.3 THE DELIVERABLES

- 4.3.1 Oversee, monitor and follow up on all aspects of Mulgrave's waste water capital project
- 4.3.2 Find budget efficiencies with a view of bringing overall project cost down.
- 4.3.3 Consider revenue generating opportunities into design and estimated payback/return of same.
- 4.3.4 Ensure scope of project design is inclusive of lift stations, force main, operation plant, systems, backup power generation, grounds and roads including commissioning of new plant (turnkey).
- 4.3.5 Optimize plant design for most cost and operational effective processing considering opportunities, risk, restrictions, required legislation and bylaw framework.
- 4.3.6 Align design with industrial, commercial and residential customer waste profiles, technology and generational estimates.
- 4.3.7 Ensure regulatory compliance, effective testing/inspection, contracts, records management and warranties are in order and that safety, operability and efficiency are factored in all aspects.
- 4.3.8 Ensure Town of Mulgrave gets value for its money and that the project is delivered on scope, on budget and on time.

4.4 SCOPE OF WORK

A. Objectives/Critical Path

The project manager will ensure appropriate tender protocols, risk assessment, and pre-design study to ensure most appropriate treatment technology, cost and outcome .

B. Requirements

- You have significant knowledge and experience of wastewater construction practices, related regulatory and/or industry requirements and practices and Mechanical /Electrical construction for municipal waste water treatment infrastructure construction.
- You demonstrate proactive decision making and insist upon high quality implementation of the design in the field.
- Must have Post-Secondary Education in Environmental, Engineering, Construction Management or other relevant degree/combination and demonstrated success in project delivery and execution of project management methods. Proven experience in project management, process review /selection, design and construction for wastewater treatment is desired. Project management (PMP) designation is desired.
- Site inspection experience with a focus on process mechanical is preferred. Commissioning and Plant Operations experience is considered an asset.
- Demonstrated experience in development of Work Breakdown Structure (WBS), scheduling and schedule analysis, cost estimating and cost control, budget development, reporting, and record/document control.
- Strong business acumen, organizational skills, interpersonal, problem solving and analytical skills.
- Motivated, team player, independent, organized with strong business acumen
- Wastewater Infrastructure background (forcemain, wastewater treatment plant, pumping stations, reservoirs etc...)
- Ability to deal with contractors and outdoor weather conditions
- Organization skills to prioritize & manage a diverse workload

Qualified respondents will receive consideration for employment without regard to race, color, religion, sex, national origin, sexual orientation, gender identity, or disability.

C. Constraints

Project constraints will include budget, time and environmental constraints.

- Budget constraints require ensuring design and construction budgets are accurate and adhered to.
- Time constraint requires project completion and commissioning by March 31, 2023.
- Environmental constraints require ensuring compliance with Provincial and Federal guidelines as well as planning work within the seasons.

D. Assumptions

Facility

It is assumed that the plant will be a Sequencing batch reactor (SBR) treatment plant to be located near the existing Loggie Street Sewer treatment plant. It is also assumed that existing plant equipment will be repurposed where appropriate. Average daily flows (ADF) are assumed to be 700 m³/d and 3000m³/d for Peak Daily flows (PDF's).

Main Street Pumping Station

The preliminary study assumed that the main street pumping station will be replaced with a triplex submersible pumping station with discharge valves and piping; variable frequency drives; controls and a standby generator, all housed in an above ground building.

Sewer Consolidation

The preliminary study assumed that two gravity sewers that flow into the abandoned main street pump station and treatment plant, respectively, will be consolidated in a manhole and directed to the new Main Street Pumping Station. The preliminary study also assumed that a new gravity sewer will cross the Mills Stream on a newly constructed, dedicated steel bridge inside an insulated carrier pipe. It is further assumed that the existing main street treatment plan will need to be de-commissioned.

Forcemain Extension to New STP Site

A new 200 mm diameter PVC forcemain has been recently installed from the existing main street station to the location of the Kelly pump station on Loggie Road; this has not been placed into service yet. It can be assumed that this new 200 mm forcemain will be extended to the new plant and that flows from this and the other forcemain (150mm) will be consolidated at a new headworks at the new plant

E. Project Framework

The Town of Mulgrave is seeking a lean project framework that minimizes wasted efforts and resources. PRINCE2 or Waterfall frameworks that require emphasis on upfront planning and structure are desired to ensure accurate scope, budget and timeline determinations.

F. Project Manager Objectives

Oversight

- Manage the entire lifecycle of the Towns Waste Water Treatment plant tender, design and construction ranging from planning initiatives to tactical activities. This includes overseeing design, construction, and implementation of all new system installations, modifications, migrations;
- Manage project activities throughout lifecycle, including the allocation of adequate resources, scheduling, documentation, budget, and other factors necessary for success. Oversee resources and identify and resolve any resource allocation discrepancies;
- Establish, implement, and follow a formal change management program;
- Oversee design team and develop an execution plan that allows work to be executed in logical sequences, monitors design activities, manages inter-discipline data flow and communication, and manages the introduction of design changes

- Consistently deliver to achieve top-tier industry benchmarks for quality, overall project delivery and project financials

Planning

- Establish a Project Charter defining the project scope, goals, objectives, deliverables, compliance requirements, risks, assumptions, staffing levels, roles and responsibilities, work breakdown structure, and milestones.
- Establishing construction schedules and coordination of resources to meet time/cost/quality objectives.
- Identify business development opportunities including revenue generating opportunities/cost savings opportunities.
- Manage planning and scheduling of project deliverables and the development of resource loaded schedules for design and contract administration services
- Conduct cost-benefit analyses, risk analyses, and ROI calculations to determine project cost and recoveries (where applicable)
- Adhere to established methodologies for project management. Plan all project timelines, milestones, deliverables, and micro-deliverables using appropriate software tools and/or Project Manager methods;

Coordination/facilitation and leadership

- Organize project teams and guide teams throughout their efforts to produce deliverables according to specification;
- Negotiate with other business units to obtain required skills, solutions and pricing;
- Identify and resolve conflicts within project teams and associate work; create contingency plans to mitigate risk;
- Provide clear and focused leadership on all project functions related to project management, project control, design and engineering management, and construction management to meet the Town of Mulgrave's overall goals.

G. Scope of Services include

- a. New Sewage Treatment Plant (STP)
- b. Main Street Pumping Station
- c. Sewer Consolidation at Main Street
- d. Forcemain Extension to New STP Site

H. Project Management

- Coordinate/Develop detailed work breakdown structures and project execution plans.

- Manage project dependencies and critical paths to established project scope, time and budget.
- Define project staffing and resource requirements in consultation with Department Managers.
- Prepare (create/issue/review/award) tender documents, writing of documents informing contractors of obligations. Proactively resolve performance, scope, cost and schedule issues

I. Reporting

Establish and deliver mechanisms for tracking project progress and reporting to stakeholders via a formal communications plan. This includes conducting stakeholder meetings and forums in order to solicit feedback, input, and expectations; incorporate these into project plans. Produce regular reports (status, escalations, etc.) on the progress of projects; deliver these reports during regular stakeholder meetings; Track all project costs to ensure completion within budget. Closely monitor the efforts and billing of third-party contractors, such as consultants, contractors, and other specialists; Ensure compliance with the Towns policies and procedures and Provincial and Federal guidelines. Evaluate, select and apply standard construction inspections and administration techniques, procedures and criteria Conduct project post-mortem in order to identify areas for improvement; make recommendations based on findings; Plan and prepare accurate fee estimates to complete projects as well as financial performance indicators for future project control. Ensure strict compliance with Provinces Occupational Health and Safety Act and Town of Mulgrave safety policies and procedures. Constantly monitor and report on progress of the project to all stakeholders Ensure accurate and timely preparation of engineering and financial status reports to the Town of Mulgrave.

5. MANDATORY REQUIREMENTS

The proposal must meet mandatory criteria 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.

Mandatory content of proposals need include:

- a. A review and demonstrated understanding of the existing infrastructure and project
- b. A preliminary concept and value add plan
- c. A recommended work plan timeline that meets Town of Mulgrave's timelines.
- d. Demonstrated experience and success with risk management and project management as it relates to waste water treatment plants.
- e. How deliverables and objectives will be met.
- f. Expected compensation model (under separate cover)
- g. Quality assurance and communication plan
- h. Project Independence/objectivity.

6. RATED CRITERIA

he following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

Rated Criteria Category	Weighting (Points)
4.1 Communication Skills	5 points
4.2 Team Composition & Experience	15 points
4.3 Understanding Town of Mulgrave Needs	20 points
4.4 Technical Solution	20 points
4.5 Quality Assurance and Communication	10 points
Sub-Total	70 points
Cost	30 points
Total Points	100 points

A minimum of 75% of the total available technical points is required at the Subtotal of the Rated Criteria for the proposal to move onto Stage III – Pricing.

6.1 Communication Skills

The proposal should be clear and readable. Information should be easy to find and should be in the order presented hereunder.

6.2 Team Composition & Experience

Sector Specific Experience: The proposal should clearly state the proponent firm's overall experience in the field of expertise required by the scope of work. The Proposal shall provide data and information on relevant projects and facilities which clearly illustrate their experience and ability to manage a project of this nature and size. Proponents shall provide a list of at least three (3) applicable reference projects completed over the past eight (8) years including client contacts that have contracted for the work and services offered by the proponent which are considered identical or similar to the requirements of this Request for Proposals. The list should include the following information:

1. Client/Company Name and Address
2. Contracting Officer and Telephone Number
3. Technical Representative and Telephone Number, and
4. A brief, written description of the project, operations, specific services provided, and scope of work including the year(s).
5. Proponent estimated contract value and final proponent contract value.
6. Description of the project's facility location, technology employed, size, capacity and materials handled, etc.
7. Proponent's degree of involvement in the project: itemize those areas within the proponent's control such as procurement, financing, design, technology, siting, construction, financial management, regulatory approvals, operations, ownership, staffing, marketing, etc.

Client contacts which include Town of Mulgrave staff are not desired and will not be considered. 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 including the baseline work and the expected project areas with information on which personnel the proponent would be using for which anticipated types of tasks and work activities.

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.

6.3 Understanding of Town of Mulgrave 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 Towns Project Lead (CAO) 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 identified in the Request.

6.4 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.

Technical Solution: The proposal must address all of the business/technical 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.

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, Council direction or the evolution of the engagement.

Cost and Time Effectiveness: The proposal shall indicate how the successful proponent will effectively use the Towns internal resources.

6.5 Quality Assurance and Communication

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.

7. APPENDIX B – FORM OF AGREEMENT

The standard services contract will be available online at:

<https://www.townofmulgrave.ca/>

APPENDIX C – COST PROPOSAL SUBMISSION REQUIREMENTS

1. Instructions on How to Complete Cost Proposal:

- (a) The Cost Proposal shall state the proponent's legal name and be duly signed by an authorized representative of the proponent.
- (b) The Cost Proposal shall state the proponent's firm-fixed total price for each of the tasks described in the Deliverables (Appendix A, Section 1). 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 (firm-fixed) – for the baseline tasks. A sample of an acceptable Cost Proposal format is provided in Section 2 below.
- (c) The total cost for the baseline tasks shall represent the maximum payment under the Agreement. Cost Proposals should include fixed prices, estimated hours of work by key staff and individual hourly cost for staff. Include and identify expenses and HST separately.
- (d) Cost Proposals shall include the proponent's hourly rates for key positions/tasks in the event that the Town of Mulgrave requests project work in addition to the tasks herein. Hourly fees shall be held firm for the duration of the project. Note that there is no guarantee that the Town of Mulgrave will request any additional project work, but unbalanced hourly fees may result in a re-evaluation of your proposal.
- (e) Cost Proposals will be evaluated based on sum of the proponent's total fixed cost for completing the project.
- (f) Prices shall be provided in Canadian funds, inclusive of all applicable duties and taxes excluding HST.

2. Sample of acceptable Cost Proposal Format:

The following is an example only and is not intended to prescribe the duties or roles of any of the consulting team in relation to the scope of work and deliverables.

Task #1

Position/Task	Expected Hours	Hourly Rate	Cost
Project Oversight / meetings			
Project tender documents			
Project travel			
Administration			
Other			
Total			

Task #2

Position/Task	Expected Hours	Hourly Rate	Cost
Project Oversight / meetings			
Project tender documents			
Project travel			
Administration			
Other			
Total			

Task #3

Position/Task	Expected Hours	Hourly Rate	Cost
Project Oversight / meetings			
Project tender documents			
Project travel			
Administration			
Other			
Total			

ETC.

SubTotal	
Total Project Cost (Fixed Firm)	
Estimated Reimbursable Expenses	
Total	

Hourly Costs for Additional Work

Position/Task	Hourly Rate
Project Oversight / meetings	
Composition of operations manuals	
Inspection validations	
Commissioning	
Other	
Total	

APPENDIX D – PROPOSAL SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	
Nova Scotia Registry of Joint Stock Number (Leave blank if NOT applicable):	
HST / GST Registration Number (Leave blank if NOT applicable):	

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. By submitting a proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the prices set out in its completed Cost Proposal.

3. Rates

The proponent has submitted its rates in accordance with the instructions in the RFP and in the Cost Proposal Submission Requirements (Appendix C). The proponent confirms that it has factored all of the provisions of the Agreement (Appendix B) including insurance and indemnity requirements, into its pricing assumptions and calculations.

4. Addenda

The proponent is deemed to have read and considered all addenda issued by the Town of Mulgrave. The onus is on proponents to make any necessary amendments to their proposals based on the addenda.

The proponent is requested to acknowledge that it has read all addenda by listing the addenda numbers, or if no addenda were issued by writing the word “None”, on the following line:

If this line is not completed, the proponent will be deemed to have read and considered all posted addenda.

5. No Prohibited Conduct

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

6. Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the proponent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the Town of Mulgrave in the preparation of its proposal that is not available to other proponents, (ii) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations contemplated in the Agreement that is the subject of this procurement, the proponent’s other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii) could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

Proponents should disclose the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who participated in the preparation of the proposal; **AND** who were employees of the Town of Mulgrave within twelve (12) months prior to the Submission Deadline.

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

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

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

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

7. Proposal Irrevocable

The proponent agrees that its proposal shall be irrevocable for a period of **ninety (90)** days following the Submission Deadline.

8. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Town of Mulgrave to the advisers retained by the Town to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

9. Execution of Agreement

The proponent agrees that in the event its proposal is selected by the Town of Mulgrave, it will finalize and execute the Agreement in the form set out in Appendix B to this RFP in accordance with the terms of this RFP.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent