

# HALIFAX

## REGIONAL MUNICIPALITY

REQUEST FOR PROPOSAL

FUNCTIONAL PLAN  
ACTIVE TRANSPORTATION CORRIDOR  
LAKESIDE INDUSTRIAL SPUR LINE AND CHESTER SPUR LINE

RFP NUMBER 07-456

Closing January 10, 2008 at 4:30 P.M.

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

December 19, 2007

NOTICE

REQUEST FOR PROPOSAL #07-456  
FUNCTIONAL PLAN  
ACTIVE TRANSPORTATION CORRIDOR  
LAKESIDE INDUSTRIAL SPUR LINE AND CHESTER SPUR LINE

The Halifax Regional Municipality is seeking proposals from qualified individuals/ firms for consulting services to prepare a Functional Plan for an Active Transportation Corridor in the Halifax Regional Municipality.

Sealed Proposals, Ten (10) copies - Nine (9) bound and one (1) unbound for **RFP 07-456, Functional Plan - Active Transportation Plan - Lakeside Industrial Spur Line and Chester Spur Line**- 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 an end of business day, 4:30 P.M., January 10, 2008.

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 Roxane MacInnis, Transportation Demand Management Planner at 490-4160 or E-mail to [macinnr@halifax.ca](mailto:macinnr@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

## INTRODUCTION

Request for proposals is addressed to qualified individuals/firms for the furnishing and delivering of consulting services to undertake:

**TITLE: RFP 07-456 Functional Plan for Active Transportation Corridor Lakeside Industrial Spur Line and Chester Spur Line** will be received at the 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 end of business day, 4:30 P.M., Local Time, on January 10, 2008. 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.

## GENERAL INSTRUCTIONS

- 1 **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 Proposer.
  - (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.

- 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.
- 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.
- 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 Proposer's sole responsibility to ensure they have received all addenda prior to submitting their Proposal.
- 5 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.
- 6 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.
- 7 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.
- 8 CURRENCY AND TAXES:** Prices are to be quoted:
- in Canadian dollars;
  - inclusive of duty, where applicable;
  - exclusive of HST.
- 9 COMPLIANCE WITH LAWS:** The contractor will give all the notices and obtain all the licenses and permits, required to perform the work. The contractor will comply with all laws applicable to the work or performance of the contract.

- 10 SECURITY:** Due to the confidentiality some information sent via the service, Proponents may be required to pass a security check by the Halifax Regional Municipality Police Department. The Halifax Regional Municipality Police Department may disqualify a Proponent based upon their investigation and will be the sole judge of security clearance. The Halifax Regional Municipality Police Department is under no obligation to release the reasons for any disqualification.
- 11 GROUNDS FOR DISQUALIFICATION:** The proponent shall direct all questions regarding this RFP or the Project to the individuals identified on page 7 of this document or section 6 (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.

## **REQUIREMENTS**

### **1. BACKGROUND:**

This project is intended to develop an overall direction for parking throughout HRM and balance the needs of the business community, commuters, tourism and other services. The Functional Plan will also include policies, standards and recommended strategies.

The Halifax Regional Municipality has developed a detailed, long-range, region-wide plan that will outline where, when and how future growth and development should take place. The plan includes policies and maps that will guide future residential development, implementation of transportation infrastructure, economic development and environmental protection. The Regional Plan is based upon the integration of the transportation network and land use planning to help direct growth and reduce investment into infrastructure such as roads.

As part of the Regional Plan, a Transportation Master Plan will be created, which will include five functional plans. The Active Transportation Functional Plan has been developed and was adopted in principle by Halifax Regional Council on November 14, 2006. The Active transportation Plan is part of the overall goal to improve efficiency of the transportation system which involves reducing dependency upon the single occupant vehicle and promoting active modes of transportation as a viable alternative.

The Active Transportation plan includes policies for the development of active transportation infrastructure, promotion of active modes and technical guidelines. Within the document, the network that will be developed over 20 years is shown. Specific design details for each corridor are not shown in the document therefore requiring more work. The general location of each corridor is shown on the Proposed AT Routes within the AT Plan.

CN Rail has entered the process of abandonment of the Lakeside and Chester spur lines. As part of the process timeline, HRM has up to March 6, 2008 to accept an offer of purchase for one or both of these spur lines. A real estate appraisal of the market value of the lands alone has already been completed.

The use of abandoned rail lines within Nova Scotia for multi-use trails is well-established. These trails provide important infrastructure throughout the rural and suburban areas of HRM. The Chester and Lakeside Industrial Spur Lines are part of an important link that will connect the western section of HRM to the peninsula.

### **2. INTENT:**

The objective of this project is to generate information that will assist HRM in determining whether or not to acquire these spur lines. We view the key remaining determinants for this decision to be the salvage value of rail infrastructure and the feasibility of implementing an active transportation corridor.

### **3. SCOPE OF THE WORK:**

#### **3.1 Study Requirements**

The consultant shall undertake, as a minimum:

##### **3.1.1 Functional Plan**

The development of a function plan for the Active Transportation Corridor which includes the entire length of both the Chester Spur Line and the Lakeside Industrial Spur Line. This will include any and all potential crossings and connections to other trails, both planned and existing. The level of design should be sufficient to determine approximate costs and provide an understanding in the public of what the corridor would look like and how it would operate. This is to include per unit cost to develop the trail and all associated infrastructure.

##### **3.1.2 Public Meeting(s)**

Develop appropriate methods for, and conduct public and stakeholders consultation and reporting mechanisms.

##### **3.1.3 Revenue Calculations**

Educated estimates from sale of ties, rails and gates along corridor.

##### **3.1.4 Presentations**

In addition to the consultation program to be developed as outlined above, the consultant shall be prepared to make presentation to Regional Council and any other groups or associations deemed necessary to the project.

#### **3.2 Deliverables**

At a minimum, the successful consultant will deliver the following:

3.2.1 Develop functional plans for an Active Transportation corridor along the entire length (approximately. 7 kilometres) of the Lakeside Industrial Spur Line and the Chester Spur Line (see Attachment 1).

3.2.2 Develop functional plans for the corridor from the 102 ramps at Joe Howe Drive through the Windsor Street overpass (to meet up with future trails along the Western Shore of the Bedford Basin and Seaview Park).

3.2.3 Provide per unit costs for the entire corridor.

3.2.4 Determine the revenue to be gained from the sale of the rails, ties and gates along the corridor.

3.2.5 Final report

### **3.3 Reports**

Ten (10) bound copies plus one (1) unbound copy of the draft report, followed by twenty (20) bound copies and one (1) unbound copy for the final report shall be submitted by the consultant to the Project Steering Committee. Any required rewrites shall be within the fixed fee agreed in the contract. Digital copies of the draft and final reports (WordPerfect or Adobe Acrobat) shall be provided.

Maps submitted in conjunction with the report shall be at a scale appropriate to the depiction of the recommendations as called for in the attached methodology, and shall comply with HRM standards. The reports and maps shall be submitted in electronic form compatible with HRM GIS systems

### **4. TIMELINES**

Delivery of all work should be completed within 6 (six) weeks from date of purchase order.

### **5. TERM OF AGREEMENT**

Time is of the essence in the completion of this contract

### **6. CONTRACT ADMINISTRATION:**

6.1 All questions concerning this Request for Proposal shall be directed to, Stephen Terry, Senior Procurement Consultant, Phone 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)

6.2 All questions of a technical nature to Roxane MacInnis, Transportation Demand Management Planner Phone 490-4160 or E-mail to [macinnr@halifax.ca](mailto:macinnr@halifax.ca)

### **7. EXISTING CONDITIONS:**

Each proposer 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 proposer of their obligation to carry out the provisions of the contract.

### **8. COORDINATION:**

The study shall be coordinated by a Project Steering Committee comprised of a project manager from HRM in addition to 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 four (2) 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 consultants fees for any of these unscheduled meetings shall be within the fixed fee agreed in the contract.

In addition to the presentations to the Project Steering Committee, the proponent shall schedule two public open houses, focus group workshops attend meetings and make presentations to various stakeholder groups deemed to be significant to the process. As well, one presentation to Halifax Regional Council will be required. The focus group workshop shall be scheduled to coincide with the collection of information or the need to discuss recommended design and functional plans

## **9. PROPOSER'S QUALIFICATIONS:**

- 9.1 No contract will be awarded except to responsible proponents capable of providing the services contemplated.
- 9.2 Proponents must be primarily engaged in providing the services as outlined in this Request for Proposal.
- 9.3 Proponents shall be independent of and not affiliated with any prime service provider or manufacturer.
- 9.4 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.
- 9.5 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.
- 9.6 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.

- 9.7 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.

**10. INDEMNITY/INSURANCE:**

- 10.1 If the contract is awarded, the successful proposer 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.

- 10.2 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 \$5,000,000.
- 10.3 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.
- 10.4 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

**11. SUBMISSION OF PROPOSAL DOCUMENTS:**

The submission of a proposal on this service will be considered as a representation that the proposer 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 proposer 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 proposer 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 proposer 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.

- 11.1 The Technical Proposal, identified as envelope #1, shall include as a minimum:
- (a) General: Proponent shall provide the name of the firm, office address, telephone number and facsimile number.
  - (b) Proponent's Credentials: Proponents shall provide, in detail, their credentials and any information which documents successful and reliable experience in past contracts, especially those contracts related to the requirements of this Request for Proposal. Failure to do so may be cause for rejection of proposal. Include a description of the proponent's business history, number of years in operation, experience and financial and audit information.
  - (c) Staff Credentials (if applicable): Proponents shall provide the name, title, address and telephone number of persons who will both manage and be assigned to perform the services under the proposal. Failure to do so may be cause for rejection of proposal.
  - (d) References: Proponents shall provide a list of three (3) current applicable references who have purchased or evaluated services offered by the proponent 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) Contracting Officer and Telephone Number;
    - (iii) Technical Representative and Telephone Number;
    - (iv) A brief, written description of the project
  - (e) Understanding and Approach: Proponents shall provide a response to demonstrate understanding of the Scope of Work, including a full proposal of the show and shells to be used. Proposers must provide full description all pyrotechnic articles being used during the show, and all pyrotechnic services, number of staff on site, adequate insurance coverage, comprehensive clean up of firing site afterwards and any other information deemed important to the successful delivery of the show
  - (f) Additional brief facts concerning yourself or your organization which you feel are critical in evaluating your proposal.
- 11.2 The Cost Proposal, identified as envelope #2, shall include the proponent's firm fixed price for this service as outlined in the proposal specifications, Request for Proposal including the cost of all pyrotechnic services, set up, acquirement of sand, tear down and clean up. Price may not be the determining factor for award. Proponents should include with the Cost Proposal, on company letterhead, details of all individual costs of the proposed services. Halifax Regional Municipality may negotiate a final offer with the selected proponent.

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. However, price may not be the determining factor in the awarding of a contract.

Elaborate brochures or voluminous examples are not required nor desired.

Ten (10) copies, One (1) unbound and nine (9) bound of each proposal both technical and price components are to be submitted.

## **12. METHOD OF AWARD:**

12.1 Technical Proposals and Cost Proposals shall be submitted simultaneously, in separate sealed identified envelopes. The proposers found unacceptable during the technical evaluation shall not be given further consideration and their technical proposal will be returned with their unopened cost proposal.

12.2 All proposals will be evaluated and ranked against the criteria listed in the attached Appendix A - Proposal Evaluation Criteria.

This evaluation process will be carried out by an 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 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.

12.3 The Halifax Regional Municipality intends to make total proposed award to the responsible, responsive proposer based on the following evaluation criteria listed on Appendix A.

12.3 Proposer's overall response to this solicitation must include, but not limited to:

- (a) Proposer's experience/background.
- (b) Qualifications of the proposer's support staff (if applicable).
- (c) Proposer's client satisfaction.
- (d) Proposer's overall responsiveness in clearly stating the proposer's technical understanding of the Request for Proposal subject matter and their approach to accomplishing the services.
- (e) Adherence to proposal format.
- (f) Fixed firm rate for the services outlined in the proposal, which shall be submitted in a separate, sealed envelope, clearly identified as envelope #2 "Cost Proposal". Price may not be the determining factor.

**13. 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.

**14. BILLING AND PAYMENT:**

The proposer shall submit a detailed invoice for services provided to:

**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;**

Payment shall be made upon request of a proper invoice from the contractor and authorized by the head of the department or designee. Normal payment terms for the Halifax Regional Municipality is 30 days from receipt.

**15. EXCEPTIONS:**

The proposer 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 proposer agrees to meet all requirements of the Request for Proposal.

**16. TERMINATION:**

**16.1 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 proposer shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

**16.2 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.

**17. AWARD OF PROPOSALS:**

- 17.1 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. Proposal will be assessed in light of the evaluation criteria.
- 17.2 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.
- 17.3 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.
- 17.4 Neither acceptance of a proposal nor execution of a contract will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or by-law.

**18. 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.

**19. INTERPRETATION:**

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

**20. INTEGRATION:**

This Request for Proposal document, the proposer'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.

**21. NON-ASSIGNMENT OF CONTRACT:**

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

**22. PUBLIC INFORMATION/PROPRIETARY INFORMATION:**

The Halifax Regional Municipality is subject to the Freedom of Information and Protection of Privacy legislation, which 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](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

**23. RELATIONSHIP OF PARTIES**

The Proponent agrees and understands that the work/services performed under the final agreement are performed as an independent contractor and not as an employee of HRM and that Proponent acquires none of the rights, privileges, powers, or advantages of HRM employees.

**24. 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. In the future the Halifax Regional Municipality elects to commercialize the developed product, the licensing and marketing rights will be negotiated separately.

**25. CONFIDENTIALITY:**

The selected proposer 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 so in writing.

**26. 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.

APPENDIX A

FUNCTIONAL PLAN  
 ACTIVE TRANSPORTATION CORRIDOR  
 LAKESIDE INDUSTRIAL SPUR LINE AND CHESTER SPUR LINE  
 PROPOSAL EVALUATION CRITERIA

Criteria	Max. Score	Score
<b>1. Expertise of Firm, Project Team, Organization and Personnel</b> <ul style="list-style-type: none"> <li>• Recent experience of firm and personnel with projects of a similar nature (5)</li> <li>• Skill mix of firm and personnel (10)</li> <li>• Depth of team (10)</li> <li>• References (5)</li> </ul>	<b>25</b>	
<b>2. Proposed Methodology</b> <ul style="list-style-type: none"> <li>• Detailed methodology to meet objectives of the study and desired outcomes (15)</li> <li>• Quality and comprehensiveness of approach, including the consultation program (10)</li> <li>• Consideration of options and solutions to meet objectives (10)</li> <li>• Demonstrate a realistic schedule with a work plan that identifies critical milestones and includes a critical path (5)</li> </ul>	<b>35</b>	
<b>3. Understanding the Study</b> <ul style="list-style-type: none"> <li>• Demonstrate a solid understanding of the subject matter and study requirements</li> <li>• Comprehension of associated issues</li> <li>• Ability to convey ideas and concepts through oral presentations and written reports</li> <li>• Recognition of unique and innovative opportunities suited to our situation</li> </ul>	<b>15</b>	
<b>4. Submission Quality</b> <ul style="list-style-type: none"> <li>• Completeness</li> <li>• Clarity &amp; Conciseness</li> </ul>	<b>5</b>	
<b>5. Fee Proposal</b> <ul style="list-style-type: none"> <li>• Fee</li> </ul>	<b>20</b>	
<b>Total</b>	<b>100</b>	