



MUNICIPALITY *of the*
COUNTY *of* **KINGS**

**Non-Binding Request for
Proposals**

Planning Consulting
Incentives and Bonusing;
and Inclusionary Zoning
Review and Recommendations
RFP 22-22

Issued: **September 9, 2022**
Submission Deadline: **September 29, 2022 at 2:00pm**
Atlantic Standard Time

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INTRODUCTION

Purpose and Intent

The Municipality of the County of Kings (the “**Municipality**”) is seeking proposals from qualified proponents to provide the following services as set out in Appendix A: NRFP Data Sheet.

See Appendix B: Project Overview, Scope of Work and Timelines for a full description of the services and deliverables sought. Any anticipated timelines with respect to the Services will be outlined in Appendix B.

This NRFP is a non-binding process. The successful Proponent may be invited to negotiate to enter into an agreement with the Municipality for the provision of Services based on the form of Agreement attached as Appendix E.

The information contained in this NRFP is supplied solely as a guideline for Proponents. While every reasonable attempt has been made to ensure its accuracy, the Municipality does not guarantee or warrant its accuracy.

NRFP Content

This NRFP contains the following Appendices:

- Appendix A: NRFP Data Sheet
- Appendix B: Project Overview, Scope of Work and Timelines
- Appendix C: Additional Technical Submission Requirements and Cost Submission Format
- Appendix D: Evaluation Criteria
- Appendix E: Form of Agreement
- Appendix F: Municipal Policies

NRFP Timeline

The Municipality expects the NRFP to proceed in accordance with the timeline as set out in Appendix A: NRFP Data Sheet.

This NRFP timeline is tentative only and may be changed by the Municipality at any time.

NRFP Contacts

The NRFP Contacts are as set out in Appendix A: NRFP Data Sheet.

Definitions and Interpretation

In this NRFP:

“**Agreement**” means the formal written agreement to provide the Services to be negotiated and signed by the Municipality and the successful Proponent (if any), substantially in the form set out in Appendix E.

“**NRFP**” means this non-binding request for proposals in respect of the Services which includes all addenda that may be issued in respect of the NRFP prior to the Submission Deadline;

“**NRFP Contacts**” means the contact persons identified in Section 1.4 and Appendix A: NRFP Data Sheet;

“**Proponent**” means the entity or person that makes a Proposal;

“Proposal” means a response to this NRFP made by a Proponent;

“Services” means the work, tasks, activities, materials and other deliverables to be performed or provided by the Proponent as more particularly described in Appendix B: Project Overview, Scope of Work and Timelines;

“Sub-contractor” means a person or entity having a direct contract with the Proponent to perform a part or parts of the Services; and

“Submission Deadline” means the date and time set out on the title page of this NRFP or any amendment to that date and time made by the Municipality by way of addendum to that date and time.

Where the words **“must”**, **“shall”** or **“will”** appear in this NRFP, the clause is to be considered as a mandatory requirement.

Other capitalized terms shall have the meaning as set out in the NRFP.

SCOPE OF SERVICES

Project Overview

The successful Proponent will be required to provide the full scope of services specified in Appendix B: Project Overview, Scope of Work and Timelines.

Project Budget

The Municipality’s budget for the Services if indicated, is set out in Appendix B: Project Overview, Scope of Work and Timelines.

Additional Services

The successful Proponent may also be required to provide additional services as may be agreed upon in writing by the successful Proponent and the Municipality in accordance with the Agreement.

Licensing and Registration Requirements

The successful Proponent will be required to comply with the licensing and registration requirements set out in Appendix B: Project Overview, Scope of Work and Timelines and Appendix E: Form of Agreement, as applicable.

Use of Sub-contractors

The use of Sub-contractors is acceptable, provided the Sub-contractors report directly to the Proponent and the Proponent agrees to be held responsible for the actions and performance of the Sub-contractors and their respective officers, employees or agents in accordance with Appendix E: Form of Agreement. Sub-contractors, if to be used, must be identified in a Proponent’s Proposal and cannot be changed without the approval of the Municipality. Where no list of Sub-contractors is submitted, it is deemed that the Proponent will use its own forces to perform the Services.

Insurance

When delivering the Services, the successful Proponent is required to have the insurance coverage as set out in Appendix E: Form of Agreement.

PROPONENT INSTRUCTIONS

Submission Deadline

Complete Proposals must be received before the Submission Deadline in order to be considered. Proposals submitted after Submission Deadline will not be accepted.

The Municipality may extend the Submission Deadline by issuing an addendum at any time before the Submission Deadline or before the date and time previously specified in any addendum extending the Submission Deadline.

Requests for Information

All inquiries and requests for clarification (“**Requests for Information**”) must be directed to the NRFP Contacts and received in writing during the Request for Information Period specified in Section 1.2 and Appendix A: NRFP Data Sheet. If the Municipality, in its sole discretion, determines that a Request for Information will be of interest to all Proponents, it will be communicated via a written addendum prior to the Submission Deadline. The Municipality assumes no responsibility for verbal instructions and any such responses are only binding when confirmed by written addenda.

If a Request for Information is received after the Request for Information Period, the Municipality may respond but is not obligated to provide a response.

If a Proponent has sent a Request for Information and has not received an acknowledgement, the Proponent should follow up with the NRFP Contacts. The Municipality is not responsible if a Proponent’s inquiry does not reach the Municipality by the close of the Request for Information Period.

Submission of Bids

Submission Method

Proposals must be submitted prior to the Submission Deadline, using the method set out in Appendix A: NRFP Data Sheet.

Proposals submitted by any other method than specified in Appendix A: NRFP Data Sheet will not be considered. It is the Proponent’s responsibility to ensure that the Proposal is received by the Municipality before the Submission Deadline.

The onus for submitting proposals on time and at the specified location rests with the Proponent.

Proposals submitted in response to this NRFP will not be returned.

General Requirements for Submission

- (a) Proposals must be labeled “Proposal for *[insert name of project/project number]* – Proponent Name”.
- (b) Proposals must be submitted in the number of parts as set out in Appendix A: NRFP Data Sheet.
- (c) Proposals must be submitted in the format(s) as set out in Appendix A: NRFP Data Sheet.
- (d) Proposals must contain the NRFP title, NRFP number and the Proponent’s name in the header or footer of each electronic document submitted.

- (e) Proposals must be signed by an authorized signatory of the Proponent.

Proposal Format and General Instructions

The Proposal content should be organized in the same sequence as the documents and information set out in Section 3.5 below. If the Proposal does not comply with this Section, the Proposal may be given a lower evaluation rating.

A Proponent should ensure that information provided in its Proposal is stated clearly and concisely. Simplicity and clarity of responses are important. Proponents should avoid including extraneous or irrelevant information.

The entire content of the Proponent's Proposal must be submitted in a "fixed form" in that 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.

Unless otherwise specified, all Proposals are to be in English only.

Proponents are encouraged to prepare their Proposals in a manner which permits and facilitates the inclusion of proposal extracts in the Agreement (such proposal extracts to be included in the Agreement at the sole discretion of the Municipality), including by:

- (i) Using defined terms provided in the Agreement and using such terms in a manner contemplated by the Agreement;
- (ii) Identifying any commitments and obligations of the successful Proponent under and in compliance with the Agreement; and
- (iii) Expressing commitments and obligations as being those of the successful Proponent under the Agreement, notwithstanding that it may be contemplated that a subcontractor may undertake or perform them on behalf of the successful Proponent.

Proposal Content

Proponents are advised to carefully review the evaluation criteria set out in Appendix D: Evaluation Criteria of this NRFP prior to preparing their Proposals in response to this NRFP.

Technical Submission

Table of Contents

The Proposal should contain a Table of Contents. This should provide a list of the main Proposal content and where it is found in the Proposal and include appropriate cross-references to attachments or appendices as required.

Proponent Information

- (a) *Profile*

The Proposal shall include the following:

- (iv) A description of the Proponent's business including:

- How the Proponent is organized to carry on business;
 - Its location(s) and the locations of all service centres that will provide the Services;
 - Current total staffing;
 - Corporate organizational chart along with brief biographical details of principal management of the organization;
 - The length of time the Proponent has been in business; and
 - A description of the Proponent’s clientele.
- (v) Information about the Proponent’s related municipal experience (including specific projects with consulting fee value, construction value, if applicable).
- (vi) Information about the Proponent’s experience in providing services comparable to those requested in this NRFP within the last 3-5 years.

(b) *Project Team*

The Proposal must include the following:

An organizational chart of the proposed project team.

List the Proponent (entity name), Sub-contractors (entity names) and key personnel (individuals) and identify their roles and responsibilities for the Services and the percentage of time each team member will devote to the Services using a table format as follows:

Entity Name (Proponent, Sub-contractors)	Key Personnel (Individuals involved in providing the Services and their designation/ accreditation)	Role and Responsibility
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Identify the reporting relationship(s) among the proposed team members identified.

Describe any previous projects where the proposed team members have worked together on past projects.

Key Personnel (maximum 1 page per individual)

For the Proponent and each of the Sub-contractors, provide resumes for each of the key personnel listed (including those proposed to have direct responsibility to principal management of the Proponent), which includes commentary on their ability, expertise and suitability for the Services and ability to work collaboratively in providing the Services. Resumes shall include, at a minimum, the following:

- Name and credentials;
- Training and experience;
- Position in firm; and
- Area of practice in the firm.

In addition to the single page above, include:

- Current certificates of good standing from appropriate professional licensing boards, as applicable; and
- The backup personnel to support key personnel during absence or staff turnover.

Work Plan / Methodology / Implementation

The Proposal must include a description of how the Proponent intends to provide the Services. The description should include the following:

A Work Plan

Proponents should provide a detailed project work plan which outlines the deliverables to be provided, timelines, and the Proponent's methodology for proceeding with the various stages of the Services. The work plan should include sufficient detail to ensure that the merits of the work plan and the likelihood of success can be evaluated. It should further include information on specific activities, tasks and timeframes and allocated human resources for each activity and stage of the Services. **The successful Proponent's work plan (as may be revised by negotiations) will become part of the Agreement.**

Services that do not directly meet the Services requested, but which the Proponent feels will benefit the Municipality's strategic or operational objectives, should be submitted under a separate section labeled "Additional Services" and priced separately in the Proponent's Cost Submission.

Project Management Methodology

Proponents should describe their project management methodology, including:
 Methods of cost control throughout all stages of providing the Services;
 Method of schedule control throughout all stages of the Services, including but not limited to, establishing and tracking of milestones, provision of adequate consultant resources to the project within the current and future workloads of the Proponent and Sub-contractor entities; and
 Information on monitoring and reporting systems, performance measurements and quality control.

Risk Assessment and Mitigation Plan

Proponents are encouraged to prepare a Proposal that will provide the best possible product. Proponents should provide a detailed assessment of the potential risks and a mitigation plan for ensuring the Services are delivered in accordance with the requirements of this NRFP.

Reference Projects and References

The Proponent must list at least three up to a maximum of five reference projects, preferably about projects that are comparable in size, scope, nature and complexity to the Services which were provided within the last five years.

The list of reference projects should demonstrate the Proponent's capabilities and suitability for completing the scope of Services required for this project. For each project reference listed, the following information should be provided:

- A brief description of the project;
- Name of the entity for whom the project was done;
- The year the project was started and year completed;
- The nature and scope of the work performed (highlight the similarities, if any, to these Services);
- Identify which of the proposed team members for these Services were involved in each project and identify what their roles and responsibilities were; and
- Identify the value.

The Proponent must also identify at least three individuals who may be contacted by the Municipality for information on the Proponent's performance (and Sub-contractors' performance) in the projects listed in this section. For each reference, the following information should be provided:

- Name of primary contact and position;
- Telephone number for primary contact and entity; and
- Email address for primary contact.

In addition to contacting the references for the purpose of checking the Proponent's record of past performance, the Municipality, at its discretion, reserves the right to check the Proponent's record of past performance with any other sources identified by the Municipality without prior notice to the Proponent. If the references provide information that overall discloses a material discrepancy between what the Proponent has indicated and what the references indicate, the Municipality may disqualify the Proponent and check the references of the next ranked Proponent.

Additional Technical Submission Requirements

Additional Technical Submission specific to this NRFP are outlined in Appendix B: Additional Technical Submission Requirements and Cost Submission Format.

Form of Agreement

The Proponent shall indicate in its Technical Submission whether the Proponent requires any changes to the Form of Agreement as provided in Appendix E: Form of Agreement or whether the Proponent accepts the Form of Agreement as presented. The Proponent should also provide in its Proposal additional detail as to the nature and scope of the changes required, as required.

Cost Submission

The Proponent shall present their cost proposals in tabular form so that their level of effort can be reviewed, in accordance with any additional formatting instructions as set out in Appendix C: Additional Technical Submission Requirements and Cost Submission Format.

The Proponent must indicate all prices in Canadian dollars.

Amendment or Withdrawal of Proposal by Proponent

- (a) Proposals may only be amended or withdrawn by using the same method as Proposal submission prior to the Submission Deadline.
- (b) Label the amendment or withdrawal as follows: "Amendment/Withdrawal of Proposal for *[insert name of project/project number]* – Proponent Name". Any amendment should clearly indicate which part of the Proposal the amendment is intended to amend or replace.
- (c) Amendments and withdrawals must be signed by an authorized signatory of the Proponent.

EVALUATION AND SELECTION

Evaluation Committee

The evaluation committee will be comprised of representatives of the Municipality and subject matter experts and stakeholders as may be selected at the Chief Administrative Officer's discretion.

By submitting a proposal, the Proponent understands that all decisions on the degree to which a proposal meets the evaluation criteria are solely within the purview and judgement of the evaluation committee. In cases of dispute as to whether or not an item or service meets the NRFP requirements, the decision of the evaluation committee shall be final and binding.

Evaluation Process

The evaluation process involves three stages.

Stage 1: Assessment of Mandatory Submission Requirements

Proposals received by the Submission Deadline will be assessed to determine which fulfil the mandatory submission requirements of this NRFP. Proposals that are not completed in accordance with the requirements of this NRFP will, in the Municipality's sole discretion, be disqualified and not evaluated further.

Stage 2: Evaluation of Proposals and Ranking of Proponents

Each Proposal that fulfils the mandatory submission requirements will be evaluated in accordance with the criteria and points allocated to each criteria as set out in Appendix D: Evaluation Criteria.

The evaluation committee reserves the right to perform any of the following and to take the information obtained into account in evaluating a Proposal:

Seek clarification or verify information provided by a Proponent with respect to this NRFP;
Interview either via teleconference or at the Municipality's offices any or all of the Key Personnel proposed by a Proponent; and
Request additional detail(s) on any element(s) of any submission(s).

Stage 3: Assessing Past Performance

A Proponent's record of past performance will be a factor in the Municipality's determination of the Proponent's qualifications to provide the Services. The record of past performance of the top-ranked Proponent will be assessed.

The Municipality may, at its discretion, contact the references provided by the top-ranked Proponent and may consult those who have had dealings with the Proponent or proposed Sub-contractors. The Municipality may determine, in its sole and absolute discretion, that a Proponent's record of past performance is unsatisfactory based on factors which may include, but are not limited to:

A Proponent or proposed Sub-contractor is debarred from participating in the public procurement process of any of the following:

- Another municipality in Nova Scotia;
- A department, branch or division of Nova Scotia;
- A Nova Scotia Crown Corporation or agency; or
- An academic institution, health authority or other entity providing education, health or social services funded by Nova Scotia.

A Proponent's performance of a project or agreement for which a reference was checked by the Municipality was unacceptable, deficient, improper, incomplete or late according to such reference.

A Proponent or proposed Sub-contractor is a party to a legal proceeding that discloses or concerns improper, incomplete or negligent implementation of a project or part of a project or failure to comply with the term or condition of the agreement governing the project, and such legal proceeding has been initiated by any of the following:

- Another municipality in Nova Scotia;
- A department, branch or division of Nova Scotia;
- A Nova Scotia Crown Corporation or agency; or
- An academic institution, health authority or other entity providing education, health or social services funded by Nova Scotia.

A Proponent or proposed Sub-contractor has initiated a legal proceeding against any entity listed above, and the Municipality is of the opinion that its existence is likely to adversely affect working relationships under the Agreement.

If the Municipality determines that a Proponent's record of past performance is unsatisfactory, the Municipality may, in its absolute discretion, disqualify the Proponent and reject the Proposal. If a Proponent is disqualified on the basis of past performance, the Municipality may proceed to assess the past performance of the next-best-ranked Proponent.

Negotiation and Contract Execution

Selection of Top-Ranked Proponent

The top-ranked Proponent, as established through the evaluation process described above, will receive a written invitation to execute the Form of Agreement (see Appendix E) or to enter into contract negotiations, as the case may be.

When No Negotiations Required

If the Municipality does not require the terms of the Agreement with the top-ranked Proponent to be negotiated, and if the top-ranked Proponent indicated in its Proposal that it does not require any changes to the Form of Agreement as provided in Appendix E: Form of Agreement, it shall specify by written notice to the top-ranked Proponent that no negotiations are required. The top-ranked Proponent shall then return an executed copy of the Form of Agreement within the timeframe specified by the Municipality in Section 1.3 and Appendix A: RFP Data Sheet.

The Form of Agreement in such circumstances shall be executed without substantial amendment, except for changes, modification or additions:

To those provisions or parts of the form of Agreement that are expressly indicated as being subject to completion or finalization, or which the Municipality determines in its discretion require completion or finalization;

That are necessary to create or provide for a legally complete, enforceable and binding agreement, or

That enhance clarity in legal drafting.

When Negotiations Required

The Municipality may invite the top-ranked Proponent, as determined through the evaluation process, to enter into negotiations to finalize the Agreement. Any negotiations will be subject to the process rules contained in this NRFP and will not constitute a legally binding offer to enter into a contract on the part of the Municipality or the Proponent.

The terms and conditions found in Appendix E: Form of Agreement are to form the basis for commencing negotiations between the Municipality and the Proponent.

Negotiations may include requests by the Municipality for supplementary information from the Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by the Municipality for improved pricing or performance terms from the Proponent.

Timeframe for Negotiations

If negotiations are required with the top-ranked Proponent, the Proponent shall provide all requested information to the Municipality (including a mark up of any proposed edits to the form of Agreement) with the NRFP timeframe as set out in Section 1.3 and Appendix A: RFP Data Sheet. The Proponent and the Municipality shall conduct all negotiations expeditiously. Should either party decide at any time that negotiations are not proceeding satisfactorily, either party may cease negotiations without prejudice.

The Municipality intends to conclude negotiations with the top-ranked Proponent in the timeframe outlined in Section 1.3 and Appendix A: RFP Data Sheet. If the parties cannot conclude negotiations and finalize the Agreement within that time period, the Municipality may, in its sole discretion (without obligation), discontinue negotiations with the top-ranked Proponent and invite the next-best-ranked Proponent to enter into negotiations to execute a contract. This process shall continue until:

- (a) An Agreement is successfully negotiation and finalized;
- (b) There are no more eligible Proponents remaining; or
- (c) The Municipality elects to cancel the NRFP process.

If the Municipality and a Proponent successfully negotiate the Agreement, the Municipality will prepare the finalized Agreement for signing by both parties. There will be no legally binding relationship created with any Proponent prior to the signing of the Agreement, and the performance of the Services will not commence until the Agreement is fully signed by both the Proponent and the Municipality.

Notification to Proponents

A Proponent that is disqualified during the evaluation process will be notified of the disqualification.

The Municipality will notify all Proponents of the outcome of the NRFP process after the Agreement is signed.

If the Municipality decides not to enter into an Agreement with any Proponent, all Proponents will be given written notice of decision.

Proponents may request a debriefing after posting of the outcome of the procurement process. Proponents are encouraged to raise any concerns with the NRFP Contacts prior to submitting a formal complaint or commencing legal proceedings.

PROCUREMENT TERMS AND CONDITIONS

The submission of a Proposal shall be considered agreement to all the terms and conditions provided herein. Any Proposal containing exceptions to the terms and conditions of the NRFP or the resulting contract may be rejected by the Municipality for non-compliance.

General Information and Instructions

Representations and Warranties of the Proponent

By submitting a proposal, the Proponent represents and warrants that:

- (a) It has read, understood and considered this NRFP and all associated addenda prior to the Submission Deadline.
- (b) Such Proposal is genuine and not false or collusive or made in the interest or on behalf of any person not therein named, and that the Proponent has not, directly or indirectly, induced or solicited any other Proponent to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the Proponent has not in any manner sought by collusion to secure to the Proponent an advantage over any other Proponent.
- (c) It has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labour, supplies, materials, equipment or service called for in the procurement documents.
- (d) It has checked its Proposal for errors and omissions.
- (e) The amounts stated in its Proposal are correct.
- (f) It is familiar with and will abide by all Federal and Provincial laws and regulations and all bylaws and policies of the Municipality that may affect the performance of the Proponent in fulfilling the contract or the persons engaged or employed in the performance of the Agreement.

Proponent Conduct

The Municipality expects employees and contractors in its employ to conduct themselves appropriately with respect to human rights, occupational health and safety, and environmental stewardship. Conduct detrimental to the Municipality by a Proponent or any of its employees, agents, contractors or representatives may lead to disqualification.

For more information about the Municipality's expectations regarding its employees' and contractors' conduct, please see the Municipal policies listed in Appendix F: Municipal Policies.

COVID-19 Statement

The Municipality expects employees and contractors to fully adhere to the advice and current guidelines of the Chief Medical Officer of Health for the Province of Nova Scotia.

The novel Coronavirus (COVID-19) pandemic is a severe public health event and appropriate precautions must be followed by everyone to ensure continued health and safety of our communities.

No Lobbying

A Proponent shall not, in relation to this NRFP 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.

Any attempt by the Proponent or any of its employees, agents, contractors or representatives to contact members of Municipal Council, Municipal staff or members of the evaluation committee not identified as contacts in this NRFP with respect to this NRFP prior to the Council awarding the contract for this NRFP may lead to disqualification and the rejection of the Proponent's Proposal.

For information about how to make inquiries regarding this NRFP, see Section 3.2.

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 Municipality; 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 NRFP.

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any bid or bids, colluded with any other party or parties, then the Proponent to whom the contract was so awarded shall be liable to the Municipality for all loss or damage which the Municipality may suffer thereby, and the Municipality may advertise for a new contract and for said labour, supplies, materials, equipment or service.

Cost of Proposals

Proponents are solely responsible for their own expenses incurred as a result of their participation in the procurement process, including, but not limited to, the preparation and submission of the Proposal, the presentation of the Proposal (if applicable), and any travel incurred from attending interviews and/or negotiations related to the Agreement.

Procurement Process Non-Binding

No Contract "A" and No Claims

This NRFP process is not intended to create and shall not create a formal, legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

This NRFP shall not give rise to any Contract "A" based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and

Neither the Proponent nor the Municipality shall have the right to make any claims (in contract, tort or otherwise) against the other with respect to the outcome of the NRFP process, including any decision by the Municipality to enter into an Agreement with a Proponent, any decision by the

Municipality not to enter into an Agreement with a Proponent or a decision by a Proponent to withdraw its Proposal.

No Contract until Execution of Written Agreement

This NRFP process is intended to identify prospective service providers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding this procurement or any good or service shall be created between the Proponent and the Municipality by this NRFP process until the successful negotiation and signing of a written Agreement for the acquisition of the Services.

Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the signing of a written Agreement, such information will be assessed during the evaluation of the proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Municipality to enter into an Agreement for the Services.

No Guarantee of Volume of Work or Exclusivity of Contract

The Municipality 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 Services. The Municipality may contract with others for goods and services the same as or similar to the Services or may obtain such goods and services from the Municipality's own resources.

Confidential Information

Confidential Information of the Municipality

All information provided by or obtained from the Municipality in any form in connection with this NRFP either before or after the issuance of the NRFP (a) is the sole property of the Municipality and must be treated as confidential; (b) is not to be used for any purpose of that replying to this NRFP and the performance of the Agreement for the Services; and (c) must not be disclosed without prior written authorization from the Municipality.

Confidential Information of the Proponent

Proponents agree to public disclosure of the contents of its submission in response to the NRFP subject to the provisions of the *Municipal Government Act* (Nova Scotia) relating to Freedom of Information and Protection of Privacy. Anything in the submission that the Proponent considers to be personal information or confidential information of a proprietary nature should be marked "confidential" and will be subject to appropriate consideration of the *Municipal Government Act* (Nova Scotia) as noted above. The work described in this NRFP is being conducted with public funds, and the fees and expenses proposed in the Proponent's submission may be made public.

Reserved Rights of the Municipality

Reserved Rights

The Municipality reserves the right to:

- (a) make public the names of any or all Proponents;

- (b) waive minor formalities that do not constitute mandatory submission requirements or mandatory technical requirements;
- (c) verify with any Proponent or with a third party any information set out in a Proposal;
- (d) suspend or cancel this NRFP at any time for any reason without penalty;
- (e) modify the terms of this NRFP at any time in its sole discretion;
- (f) reject any and all Proposals or accept any Proposal or part thereof and may award all or a portion of the work to one or more Proponents;
- (g) accept a Proposal other than the highest scoring Proposal;
- (h) name a successful Proponent on the basis of initial offers received or to further request from Proponents a “best and final offer”;
- (i) reject any or all Proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of the Municipality;
- (j) waive any informalities, formalities, technicalities or to reject any or all Proposals based on incomplete proposals, the Proponent’s lack of proven experience, performance on similar projects or the suitability of proceeding with the execution of the work;
- (k) reject the proposal of any Proponent if, after an investigation of the information submitted by the Proponent, the Proponent fails to satisfy the Municipality that the Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- (l) issue a new NRFP for the same or similar Services.

Amendments to NRFP by Municipality

The Municipality may amend the NRFP by posting written addenda to the location specified in Appendix A: NRFP Data Sheet no later than 48 hours before the Submission Deadline.

Proponents are responsible for accessing and reviewing any addenda that have been issued.

Only if the Municipality issues a formal addendum to the NRFP will any changes to the NRFP or resulting Agreement be effective.

Over-budget Proposals

If all Proposals exceed the Municipality’s estimated contract value, the Municipality may, in its discretion:

Award the contract for the proposed amount;

Negotiate changes in the scope of work with the highest scoring proponent to achieve an acceptable contract price; or

Cancel the NRFP and conduct a new procurement for the same or similar Services.

Limitation of Liability

By submitting a Proposal, each Proponent agrees that:

Neither the Municipality 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 any other claim;

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 Municipality'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

In the event of competent jurisdiction determines that (a) and/or (b) is inapplicable or unenforceable, the Municipality's liability in such circumstances shall be limited to the lesser of \$2,500 and the Proponent's costs of preparing its Proposal.

Conflict of Interest

Proponents and their employees shall take all reasonable steps to ensure avoidance of all direct or indirect conflicts of interest between any of their individual interests and those of the Municipality and any named partners of the Municipality as specified in this NRFP. If the Proponent or any one of its personnel becomes aware of any reasonable possibility of any such conflicts, then the Proponent shall promptly disclose to the Municipality the facts and circumstances pertaining to same.

The Municipality may reject any Proposal if the Municipality, in its sole discretion, determines that an actual or potential conflict of interest exists.

Interpretation

The terms and conditions in this NRFP are (a) intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision); and (b) non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations.

Any Proponent who believes that this RFP contains an error, inconsistency or omission should submit a Request for Information prior to the Submission Deadline.

APPENDIX A
RFP 22-22 DATA SHEET

NRFP Section																		
1.1 Services to be Provided	Completion of a review and potential implementation of the Planning related items of Incentives and Bonusing; and Inclusionary Zoning.																	
1.3 NRFP Timeline	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Milestone</th> <th style="text-align: center;">Anticipated Completion Date</th> </tr> </thead> <tbody> <tr> <td>NRFP Issuance Date</td> <td style="text-align: center;">September 9, 2022</td> </tr> <tr> <td>Mandatory/non-mandatory site visit other procurement process milestones</td> <td style="text-align: center;">N/A</td> </tr> <tr> <td>Request for Information Period</td> <td>From NRFP Issuance Date until September 23, 2022</td> </tr> <tr> <td>Submission Deadline</td> <td style="text-align: center;">September 29, 2022, 2:00pm Atlantic Standard Time</td> </tr> <tr> <td>Municipality issues Notice to top-ranked Proponent, specifying top-ranked Proponent and whether negotiations are required pursuant to Section 4.3.2 or 4.3.3.</td> <td style="text-align: center;">October 5, 2022</td> </tr> <tr> <td>Top-ranked Proponent submits either (i) an executed Agreement as per Section 4.3.2 or (ii) changes to the Form of Agreement pursuant to Section 4.3.4 of the NRFP</td> <td>Two business days from the date of issuance of Notice by the Municipality to the top-ranked Proponent pursuant to Section 4.3.1</td> </tr> <tr> <td>Execution of Agreement (or cessation of negotiations) pursuant to Section 4.3.4</td> <td style="text-align: center;">October 11, 2022</td> </tr> </tbody> </table>		Milestone	Anticipated Completion Date	NRFP Issuance Date	September 9, 2022	Mandatory/non-mandatory site visit other procurement process milestones	N/A	Request for Information Period	From NRFP Issuance Date until September 23, 2022	Submission Deadline	September 29, 2022, 2:00pm Atlantic Standard Time	Municipality issues Notice to top-ranked Proponent, specifying top-ranked Proponent and whether negotiations are required pursuant to Section 4.3.2 or 4.3.3.	October 5, 2022	Top-ranked Proponent submits either (i) an executed Agreement as per Section 4.3.2 or (ii) changes to the Form of Agreement pursuant to Section 4.3.4 of the NRFP	Two business days from the date of issuance of Notice by the Municipality to the top-ranked Proponent pursuant to Section 4.3.1	Execution of Agreement (or cessation of negotiations) pursuant to Section 4.3.4	October 11, 2022
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NRFP Section		
1.4 NRFP Contacts	Primary Contact	<p>Rob Frost Deputy Chief Administrative Officer (902) 678-5290 rfrost@countyofkings.ca</p>
	Alternate Contact	<p>Trish Javorek Director of Planning & Inspection Services (902) 690-6167 tjavorek@countyofkings.ca</p>
3.3.1 Submission Method	<p>Proposals must be submitted electronically, prior to the Submission Deadline, through the Municipality of the County of Kings Portal (the “Municipal Web Portal”) at https://www.countyofkings.ca/business/tenders.aspx. A one-time registration to create an account may be required.</p> <p>Proposals submitted by any other method, including personal delivery, courier, fax or email, are not permitted and will not be considered. It is the Proponent’s responsibility to ensure that the Proposal is received by the Municipality through the Municipal Web Portal before the Submission Deadline.</p> <p>The onus for submitting proposals on time and at the specified location rests with the Proponent. For assistance in using the Municipal Web Portal, Proponents can contact the NRFP Contacts.</p>	
3.3.2(b) General Requirements for Submission – Submission Parts	<p>Proposals must be submitted in two parts:</p> <ol style="list-style-type: none"> 1. Technical Submission; and 2. Cost Submission. <p>The Technical Submission must be submitted as a separate file (or package of files) from the Cost Submission.</p> <p>Each file name should include the project number, the name of the Proponent and whether the file (or package of files) is the Technical Submission or the Cost Submission.</p>	
3.3.2(c) General Requirements for Submission – Submission Format	<p>Proposals must be submitted in PDF format.</p>	

NRFP Section	
5.4.2(a) Amendments by the Municipality – Location	See the Municipal Web Portal at https://www.countyofkings.ca/business/tenders.aspx .

APPENDIX B

PROJECT OVERVIEW, SCOPE OF WORK AND PROJECT TIMELINES

PROJECT OVERVIEW

The Municipality is seeking a consultant to provide a thorough review and recommendations related to Incentive and Bonus Zoning; as well as Inclusionary Zoning, both as defined in the MGA.

SCOPE OF WORK

1. **Incentive and Bonusing**

Authority:

MGA s. 191 (g) *“incentive or bonus zoning” means requirements that permit the relaxation of certain requirements if an applicant exceeds other requirements or undertakes other action, in the public interest, as specified in the requirements;*

MGA s. 220 Content of land-use by-law

(5) (k) provide for incentive or bonus zoning;

Deliverables:

Part 1:

- Development of a discussion paper with a detailing of best practise in other jurisdictions
- Formulate draft policy considerations for Kings
- Consult with staff
- Presentations of recommendations to Planning Advisory Committee and Council

Part 2 (depending on resolution of Council):

- Prepare draft amendments
- Administer the Municipality’s Public Participation / Adoption process

2. **Inclusionary Zoning**

Authority:

MGA s.57 (4) Notwithstanding subsection (2), a municipality may provide direct financial assistance to a business for the purpose of increasing the availability of affordable housing in the municipality. 1998, c. 18, s. 57; 2021, c. 12, s. 1; 2021, c. 33, s. 1.

Deliverables:

Part 1:

- Development of a discussion paper with a detailing of best practise in other jurisdictions
- Formulate draft policy considerations for Kings
- Stakeholder engagement (internal and external)
- Presentations of recommendations to Planning Advisory Committee and Council

Part 2 (depending on resolution of Council):

- Prepare draft amendments
- Administer the Municipality's Public Participation / Adoption process

ANTICIPATED PROJECT TIMELINES

Milestone	Anticipated Completion Date
Draft Report	December 31, 2022
Target Project Completion	January 31, 2023

Target completion dates may be flexible based on discussions and approvals from the Municipality. Alternate completion dates should be shared in proposals if the target dates above cannot be met.

BUDGET

The budget for this project has been set at a maximum of **\$50,000** including taxes, and other fees/ expenses.

APPENDIX C

ADDITIONAL TECHNICAL SUBMISSION REQUIREMENTS AND COST SUBMISSION FORMAT

A. Cost Submission Format Instructions

Proponent's Cost Submission **must** be presented in tabular format that will provide information on the following:

- Costs associated with each key personnel
- Hours attributed to each key personnel
- Clearly show all total costs before and after all applicable taxes, fees, expenses.
- Total available budget of \$50,000 is inclusive of all applicable taxes, fees, expenses.

B. Consultant Requirements

- Must have Licensed Professional Planners as part of key staff
- Engagement is an important element of this project. Related demonstrated experience will be required.

APPENDIX D
EVALUATION CRITERIA

The evaluation of proposals will be the following three step qualitative scoring system.

Step 1 – Technical Proposal Scoring

The evaluation of the Technical Proposals shall be based on the following:

Methodology

- Does Proponent understand project objectives?
All components addressed?
Enough detail to ensure methodology is well thought out?
Innovative approaches?

Maximum points to be awarded: **20**

Technical Ability

- Experience with similar projects
Proven ability with similar projects
Description of similar projects and references

Maximum points to be awarded: **20**

Project Team

- What experience does team have with similar projects?
Qualifications of key personnel, including back up personnel
Communications and reporting

Maximum points to be awarded: **20**

Engagement Plan

Maximum points to be awarded: **20**

Quality of Proposal

- Level of effort
Presentation
Thoroughness

Maximum points to be awarded: **10**

Value Added/Innovation

Maximum points to be awarded: **5**

Step 2 – Cost Submission Scoring

Maximum points to be awarded: **5**

Cost Submission Scores shall be calculated using the following formula:

$$CSC = MPA \times \frac{LCP}{PC}$$

Where:

CSC = Cost Submission Score

MPA = Maximum points to be awarded

LCP = Lowest Cost Proposal

PC = Proposal Cost

Step 3 – Contract Risk Evaluation

Proponents who confirm in their Technical Submission their complete acceptance of the Municipality's Form of Agreement (Appendix E) will receive 5 points towards the overall scoring of their submission.

Final Step - Total Combined Score

Total Combined Score = Technical Proposal Score + Cost Submission Score + Contract Risk Score

The evaluation committee shall recommend to the applicable Municipality purchasing authority that the contract be awarded to the Proponent whose proposal receives the highest Total Combined Score of all the compliant Proposals.

APPENDIX E
FORM OF AGREEMENT

Please see separate file.

APPENDIX F
MUNICIPAL POLICIES/ BY-LAWS

[Toward Equity and Diversity: A Strategy for Belonging in the Municipality of the County of Kings](#)

[Procurement Policy FIN-05-006](#)

[Planning Policies PLAN-09-001](#)

[BY-LAW 105 – Municipal Planning Strategy](#)

[BY-LAW 106 – Land Use By-law](#)

[Other related By-laws and Policies and Standard Operating Procedures will be provided to the successful proponent, or can be found on the Municipal website.](#)