



## Non-Binding Request for Proposals

Regional STP Cell #1 Desludging  
RFP #23-01

Issued: **January 6, 2023**  
Submission Deadline: **January 26, 2023** at **2:00pm**  
Atlantic Standard Time

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## **1. INTRODUCTION**

### **1.1 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.

### **1.2 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
- Appendix G: Sludge and Cell #1 Record Information

### **1.3 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.

### **1.4 NRFP Contacts**

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

### **1.5 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.

## **2. SCOPE OF SERVICES**

### **2.1 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.

### **2.2 Project Budget**

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

### **2.3 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.

### **2.4 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.

### **2.5 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.

## 2.6 **Insurance**

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

## 3. **PROPONENT INSTRUCTIONS**

### 3.1 **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.

### 3.2 **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.

### 3.3 **Submission of Bids**

#### 3.3.1 **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.

#### 3.3.2 **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.

### **3.4 Proposal Format and General Instructions**

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Unless otherwise specified, all Proposals are to be in English only.
- (e) 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.

### **3.5 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.**

#### **3.5.1 Technical Submission**

##### **3.5.1.1 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.

### 3.5.1.2 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:

- (i) An organizational chart of the proposed project team.
- (ii) 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:

<b>Entity Name</b> (Proponent, Sub-contractors)	<b>Key Personnel</b> (Individuals involved in providing the Services and their designation/ accreditation)	<b>Role and Responsibility</b>
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- (iii) Identify the reporting relationship(s) among the proposed team members identified.
- (iv) Describe any previous projects where the proposed team members have worked together on past projects.
- (v) 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.

### 3.5.1.3 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) *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.

(b) *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.

(c) *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.

### 3.5.1.4 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.

#### **3.5.1.5 Additional Technical Submission Requirements**

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

#### **3.5.1.6 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.

#### **3.5.2 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.

### **3.6 Amendment or Withdrawal of Proposal by Proponent**

- Proposals may only be amended or withdrawn by using the same method as Proposal submission prior to the Submission Deadline.
- 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.
- Amendments and withdrawals must be signed by an authorized signatory of the Proponent.

## **4. EVALUATION AND SELECTION**

### **4.1 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.

### **4.2 Evaluation Process**

The evaluation process involves three stages.

#### **4.2.1 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.

#### **4.2.2 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).

#### **4.2.3 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) 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.

- (b) 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.
- (c) 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.
- (d) 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.

### **4.3 Negotiation and Contract Execution**

#### **4.3.1 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.

#### **4.3.2 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:

- (a) 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;
- (b) That are necessary to create or provide for a legally complete, enforceable and binding agreement, or
- (c) That enhance clarity in legal drafting.

#### 4.3.3 **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.

#### 4.3.4 **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.

#### 4.4 **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.

## **5. 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.

### **5.1 General Information and Instructions**

#### **5.1.1 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.

#### **5.1.2 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.

#### **5.1.3 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.

#### **5.1.4 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.

#### **5.1.5 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 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.

#### **5.1.6 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.

## **5.2 Procurement Process Non-Binding**

### **5.2.1 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:

- (a) 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
- (b) 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.

#### **5.2.2 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.

#### **5.2.3 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.

#### **5.2.4 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.

### **5.3 Confidential Information**

#### **5.3.1 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.

#### **5.3.2 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.

### **5.4 Reserved Rights of the Municipality**

#### **5.4.1 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.

#### 5.4.2 **Amendments to NRFP by Municipality**

- (a) 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.
- (b) Proponents are responsible for accessing and reviewing any addenda that have been issued.
- (c) Only if the Municipality issues a formal addendum to the NRFP will any changes to the NRFP or resulting Agreement be effective.

#### 5.4.3 **Over-budget Proposals**

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

- (a) Award the contract for the proposed amount;
- (b) Negotiate changes in the scope of work with the highest scoring proponent to achieve an acceptable contract price; or
- (c) Cancel the NRFP and conduct a new procurement for the same or similar Services.

### **5.5 Limitation of Liability**

By submitting a Proposal, each Proponent agrees that:

- (a) 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;
- (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 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
- (c) 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.

### **5.6 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.

### **5.7 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 DATA SHEET**

NRFP Section																		
<b>1.1 Services to be Provided</b>	The Municipality is seeking a qualified contractor to remove, dewater, and dispose of up to 820 cubic meters (wet) of excess sewage sludge from Cell #1 at the Regional Sewage Treatment Plant located at 221 Jones Road in New Minas, NS (the “STP”).																	
<b>1.3 NRFP Timeline</b>	<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="color: red;"><b>January 6, 2023</b></td> </tr> <tr> <td>Non-mandatory site visit</td> <td>January 17, 2023 2:00pm, Atlantic Standard Time Alternate date: January 19, 2023 2:00pm, Atlantic Standard Time</td> </tr> <tr> <td>Request for Information Period</td> <td>From NRFP Issuance Date until <b>January 20, 2023</b></td> </tr> <tr> <td>Submission Deadline</td> <td><b>January 26, 2022</b>, 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="color: red;"><b>February 8, 2022</b></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 style="color: red;"><b>Five (5) business days</b> 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="color: red;"><b>Five (5) business days from the date of issuance of Notice by the Municipality to the top-ranked Proponent pursuant to Section 4.3.1</b></td> </tr> </tbody> </table>		Milestone	Anticipated Completion Date	NRFP Issuance Date	<b>January 6, 2023</b>	Non-mandatory site visit	January 17, 2023 2:00pm, Atlantic Standard Time Alternate date: January 19, 2023 2:00pm, Atlantic Standard Time	Request for Information Period	From NRFP Issuance Date until <b>January 20, 2023</b>	Submission Deadline	<b>January 26, 2022</b> , 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.	<b>February 8, 2022</b>	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	<b>Five (5) business days</b> 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	<b>Five (5) business days from the date of issuance of Notice by the Municipality to the top-ranked Proponent pursuant to Section 4.3.1</b>
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NRFP Section						
1.4 NRFP Contacts	Primary Contact	<p><b>Scott Quinn, P. Eng.</b>  <b>Director EPW Lands and Parks</b>  <a href="mailto:squinn@countyofkings.ca">squinn@countyofkings.ca</a>  <b>ph: 902-690-6194</b></p>				
	Alternate Contact	<p><b>Abdelkhalek Omar, P. Eng.</b>  <b>Manager of Engineering Services</b>  <a href="mailto:aomar@countyofkings.ca">aomar@countyofkings.ca</a>  <b>ph: 902-690-6192</b></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 “<b>Municipal Web Portal</b>”) at <a href="https://www.countyofkings.ca/business/tenders.aspx">https://www.countyofkings.ca/business/tenders.aspx</a>. 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 <b>Municipal Web Portal</b>, 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"> <li>1. Technical Submission; and</li> <li>2. Cost Submission.</li> </ol> <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> <p>In addition, the documents listed below <b>may</b> be submitted in the following formats:</p> <table border="1" data-bbox="509 1688 1417 1814"> <thead> <tr> <th data-bbox="509 1688 940 1751">Document</th> <th data-bbox="940 1688 1417 1751">Additional Format(s)</th> </tr> </thead> <tbody> <tr> <td data-bbox="509 1751 940 1814"><b>Cost Proposal</b></td> <td data-bbox="940 1751 1417 1814"><b>Excel</b></td> </tr> </tbody> </table>		Document	Additional Format(s)	<b>Cost Proposal</b>	<b>Excel</b>
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<b>NRFP Section</b>	
<b>5.4.2(a) Amendments by the Municipality – Location</b>	See the Municipal Web Portal at <a href="https://www.countyofkings.ca/business/tenders.aspx">https://www.countyofkings.ca/business/tenders.aspx</a> .

## APPENDIX B

### PROJECT OVERVIEW, SCOPE OF WORK AND PROJECT TIMELINES

#### A. PROJECT OVERVIEW

The Municipality is seeking a qualified contractor to remove, dewater, and dispose of up to 820 cubic meters (wet) of excess sewage sludge from Cell #1 at the Regional Sewage Treatment Plant located at 221 Jones Road in New Minas, NS (the "STP"). A site plan is shown in Figure 1 below.



Figure 1 – Site Plan for Regional STP

Concurrent to this Project, there will be work being performed, under a separate contract, to replace the existing aeration equipment in Cells 1 and 2, as well as the construction of a temporary sludge storage pad. Please note that this pad is primarily intended for sludge removal for Cell 2 and will have limited capacity to accept sludge from Cell 1.

The successful Proponent shall coordinate with the aeration contractor to ensure that both projects are conducted safely and efficiently.

#### B. SCOPE OF WORK

The work covered under this NRFP includes the removal, dewatering, and disposal of sludge of up to 820 cubic meters (wet) of excess sewage sludge from Cell 1, shown on Figure 1 above.

Proponents are required to submit their methodology and schedule for their proposed Work Plan as part of their submission in response to the NRFP.

Proponents must, at a minimum, include the following considerations in their Work Plan.

- Cell #1 is an aerated lagoon with a clay liner. The desludging method must not cause damage to any of the existing liners. Proposals must include a detailed description of how the liner will be protected during desludging operations. If any damage does occur, the successful Proponent shall be responsible for repairing the liner.
- Work Plans may be based on Cell #1 being placed into bypass and drained to allow sludge removal.
- Information on sludge quality and recent sludge depth measurements are included in Appendix X. Proponents may, at their own expense, collect and test additional sludge samples and conduct additional depth measurements.
- The existing aeration equipment in Cell #1 is anchored to the bottom with an unknown number of concrete blocks. The successful Proponent will work around the aeration to minimize damage to STP equipment.
- Method of dewatering and disposal of sludge
- A sludge removal program was conducted in 2020. Although it is believed that much of the sludge had been disturbed at the time, there may be areas where mechanical action may be required to break up.
- Sludge shall be disposed of in a manner approved by Nova Scotia Environment and Climate Change (NSECC) and disposed of at an NSECC approved facility.
- Subject to NSECC and Municipality approval, dewatered sludge may be temporarily stored at or adjacent to the STP. The successful Proponent shall be responsible for constructing a temporary storage area if needed.
- The successful Proponent shall provide a generator and fuel to operate their sludge removal and dewatering equipment as well as a portable washroom and project trailer (as needed).
- Water is available at the Headworks Building (1-inch connection at approximately 100psi).
- The roadway to the Headworks Building must stay clear.
- The existing site is limited for space.
- Proponents are responsible for constructing a pad for their equipment and any temporary storage areas as needed. The location for these is subject to the approval of the Municipality at its sole discretion.

The Municipality, at its sole discretion, shall assess and determine the suitability of all Work Plans submitted in response to this NRFP.

### C. ANTICIPATED PROJECT TIMELINES

Milestone	Anticipated Completion Date
Project Kickoff Meeting	February 22, 2023
Target Project Completion	May 30, 2023

## APPENDIX C

### ADDITIONAL TECHNICAL SUBMISSION REQUIREMENTS AND COST SUBMISSION FORMAT

#### A. Additional Technical Submission Requirements

In addition to the requirements in Section 3.5.1 of the NRFP, the Proponent's Technical Submission **must** include the following:

##### A.1 – Proponent Equipment

- List of equipment for each component of the Work Plan.

##### A.2 – Safety Certificates

- A copy of their current and valid Letter of Good Standing issued jointly by the Nova Scotia Construction Safety Association and the Province of Nova Scotia Department of Labour; and
- A copy of their current and valid clearance letter, issued by the Worker's Compensation Board of Nova Scotia.

##### A.3 – Bid Security

- Provide Bid Security in amount of 10% of the Total Amount Payable with Proposal in the form of a Certified Cheque or Money Order payable to the Owner, or a Bid Bond on CCDC Form 220; and
- The successful Proponent shall, prior to commencement of the Work, provide the Owner a Performance Bond and a Labour and Material Payment Bond, each in the amount of 50% of the project price. Include the cost of providing security in project price. Should it become apparent that the final cost of the project will exceed the project price by more than 10%, the Proponent shall arrange to have the security reissued, based on the projected final cost.

#### B. Cost Submission Format Instructions

Proponent's Cost Submission **must** be presented in the following format:

- Tabular form so that their level of effort can be reviewed.
- Separate the costs between mobilization, construction of dewatering equipment pad/gravels for roadway (if applicable), and a unit rate for desludging.

**If the final quantities differ from the estimated volume of 820 cubic meters (wet), the unit rate(s) will be used for payment.**

Representations regarding final costs must be inclusive of applicable taxes.



**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:

- i. Methodology
- Does Proponent understand project objectives?
  - All components addressed?
  - Enough detail to ensure methodology is well thought out?
  - Innovative approaches?
  - Suitability of methodology, equipment proposed?

Maximum points to be awarded: **45**

- ii. Previous Experience
- Experience with similar projects
  - Proven ability with similar projects
  - Description of similar projects and references

Maximum points to be awarded: **10**

Only proposals that receive a minimum of 70% of the total Technical Score shall proceed to Step 2.

**Step 2 – Cost Submission Scoring**

Maximum points to be awarded: **45**

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**

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

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

**APPENDIX G**  
**SLUDGE AND CELL #1 RECORD INFORMATION**

Please see separate files.