

**Electronic Voting Provider
For Municipal Election
RFP# WOL007-2024**

MARCH 2024



A cultivated experience for the mind, body, and soil



Request for Proposals (RFP)

ELECTRONIC VOTING PROVIDER FOR MUNICIPAL ELECTION

| | |
|-------------------|------------------------------|
| ISSUED BY: | Town of Wolfville |
| REFERENCE #: | WOL007-2024 |
| CONTACT NAME: | Laura Morrison |
| CONTACT EMAIL: | lmorrison@wolfville.ca |
| RFP ISSUE DATE: | March 28, 2024 |
| RFP CLOSING DATE: | April 12, 2024 |
| RFP CLOSING TIME: | 2:00 PM Atlantic Time |

Contents

| | |
|---|----|
| Summary, Contents, and Instructions:..... | 4 |
| Part A: The Services..... | 5 |
| 1. Summary..... | 5 |
| 2. Background..... | 5 |
| 3. Scope..... | 5 |
| Part B: The RFP Process | 8 |
| 1. Key Details | 8 |
| 2. Amendment or Withdrawal of a Proposal by the Proponent:..... | 10 |
| 3. Addenda..... | 10 |
| 4. Clarification and Verification..... | 10 |
| 5. Evaluation of Proposals & Award of Contract..... | 11 |
| 6. Other Terms & Conditions of this RFP Process | 13 |
| Part C: Proposal Submission Requirements and Appendices | 18 |

Summary, Contents, and Instructions

Summary

The Town of Wolfville (the Town), through this non-binding Request for Proposals is inviting prospective proponents to submit proposals to provide a fully electronic voting system ('E-Voting') for the October 2024 municipal election. The Town, in an effort to streamline the process, increase voter participation and reduce the amount of staff resources required in running a municipal election, is conducting an electronic only election.

For the purposes of this RFP, E-Voting shall be defined as the ability for electors to cast their ballots using the internet, wireless devices and mobile or landline telephones, exclusively. No paper ballots will be utilized.

While the focus of this solicitation will be the 2024 Municipal Election, the intention is to utilize the successful Proponent's E-voting services for any subsequent unforeseen Special Elections that may be required by the Town, up until October 2028. Should a Special Election be required, the Town will request updated pricing and notice of availability from the successful Proponent. If the successful Proponent does not have available resources to appropriately facilitate the special election(s), or, if the successful Proponent provides a quote which, at the Town's sole discretion, is deemed uncompetitive, the Town will proceed with a public solicitation for proposals.

Further details on the Scope of Work and deliverables are provided in [Part A: The Services](#).

Documents for this RFP will be available through:

- NS Tenders (<https://procurement.novascotia.ca/ns-tenders.aspx>)
- Town of Wolfville (www.wolfville.ca)

Contents

This Request for Proposals (the "RFP") is organized as follows:

[Part A:](#) The Services – full details of the services required by the Town

[Part B:](#) The RFP Process – the process for submissions, evaluation, and award for the RFP.

[Part C:](#) Proposal Submission Requirements and Appendices – the forms a Proponent should submit in their proposal and any other appendices.

Instructions

Part A: The Services

Part A provides detail on the services required by the Town for this project. Proponents should read this section in detail and ensure they are fully capable of providing all the services, work and deliverables outlined below. This section will form the Scope of Work in an agreement or contract with the successful Proponent.

1. Summary

The Town of Wolfville is seeking experienced and qualified Proponents to submit Proposals for the provision of electronic voting services for the Town's Municipal Election to take place in October 2024 as well as any unforeseen Special Elections that may be required up until October 2028.

2. Background

This RFP outlines the expected scope of work, as well as a request for proponents to explain their recommended methodologies to develop a reliable, secure, competitively priced service. The Town, in its sole discretion, will select the Proponent that the Town believes offers the best combination of (i) costs paid by the Town to the selected proponent and (ii) the Proponent's methodology and processes to develop a competitive program for the conducting of an electronic municipal election.

3. Scope

The work to be performed under this contract shall consist of managing the voting event under the guidance of the Municipality's Returning Officer. The successful Proponent will submit a proposal which addresses at a minimum, the following Scope of Work:

3.1 Initial Meeting

- Initial meeting with successful proponent, Returning Officer, Assistant Returning Officer and other Town staff as required to discuss process and timelines to be held no later than June 21, 2024.
- This meeting will walk through the process from start to finish including timelines.
- Training sessions and their timelines will be agreed upon at this meeting.

3.2 Equipment & Software

- Supply of all required equipment – the Town does not intend to purchase additional equipment.
- Use of E-Voting software – the Town does not intend to purchase additional software.

- The E-Voting system requires the capacity to securely import elector information, export updated elector information, and conduct demographic and statistical analysis of voting activity.

3.3 Security, Anonymity & Accuracy

- Voter anonymity is paramount in any election. Metrics must be in place to safeguard against any security and breach of privacy-related issues, or voter fraud.
- Metrics must be in place to ensure accuracy in voter and candidate information as well as election results.
- Authorized individuals as determined by the Town will require viewing access to information in the E-Voting system (e.g. voter participation rates).

3.4 Training

- The service provider is responsible for providing full training of Town and support staff who are required to aid electors with voting related to at least the following areas:
 - Auditor Role
 - Ballot Review
 - Voter Assistance
 - Enumerator
 - Deputy Returning Officer
 - Candidate
 - Voter
 - Undeliverable Mail Management Instructions
 - Electronic Voting Demo
 - Common Voter Questions and Answer for E-Voting
 - Voter Helpline Guide

3.5 Services for Electors

- Ensure Voter Information Letters with Personal Identification Numbers and voting instructions are mailed to all eligible voters.
- Ensure instructional materials are provided for all eligible voters and made publicly available as an online reference (links or instructions will be posted on the Town's website).

3.6 Other Materials to be Provided by Proponent

- Sample Telephone Vote
- Web Ballot Views
- Agreement to Use Information

- Electronic Voting Services Agreement
- Configuration Document

3.7 Post Election Activities

- Provide the Town with a report summarizing election statistics, including, but not limited to the following:
 - Voter participation – overall, by voting method for Councillor and Mayor, by age group and gender
 - Number of votes broken down by time of voting
 - Complete attestation for the destruction of List of Electors
 - Destroy List of Electors (delete from system)
 - Including all backup copies; including digital and hard copy

3.8 Network Security and Privacy Liability Insurance

- Insurance coverage for network security and privacy liability must be maintained during the term of the Agreement. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

- \$2,000,000 per occurrence
- \$2,000,000 annual aggregate

3.9 Other Requirements

- Overall Management of the Voting Event by the E-Voting service provider, including providing and monitoring a timeline of actions and statutory requirements.
- Managing administrative time and effort in an efficient and cost-effective manner
- Provide all services in accordance and compliance with applicable laws, including:
 - The Town's *Electronic Voting Bylaw*, Bylaw Ch. 102 (available on the Town's website)
 - The applicable provisions of the Nova Scotia *Municipal Elections Act*

Part B: The RFP Process

Part B details the terms and conditions of how the Town will run the RFP process and how the Proponents will be selected. Proponents should ensure they follow all the terms detailed below. Failure to follow the terms of this Part B may result in a proposal being rejected.

1. Key Details

1.1 RFP Process

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP does not represent an invitation or an offer to contract by the Town.

By this RFP, the Town reserves itself the absolute and unfettered discretion to invite Proponents to submit proposals, consider and analyze submissions, or attempt to negotiate a contract with successful Proponents as the Town considers desirable. A proposal submission by a Proponent, and its subsequent receipt by the Town, does not represent a commitment on the part of the Town to proceed further with any Proponent.

1.2 No Obligation to Proceed

Though the Town fully intends at this time to proceed through the RFP, the Town is under no obligation to proceed. The receipt by the Town of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees, or agents, that the process initiated by the issuance of this RFP will continue or that this RFP process or any RFP process will result in a contract with the Town. Additionally, details related to the projects are subject to change, and the Town is not responsible for any loss incurred by the Proponent that is associated with those changes after the release of this RFP. The Town will update the Proponents accordingly as project details changes.

1.3 Extra Work

No work shall be regarded as extra work unless it is authorized in writing by the Town. The agreed-upon price for any extra work shall be included in the written authorization for the extra work.

1.4 RFP Contact Person

The point of contact at the Town for any queries or questions related to this RFP is:

Name: Laura Morrison
Email: lmorrison@wolfville.ca

Proponents must carefully review the RFP documents, report any errors, omissions, or ambiguities, and ask any questions that will further their understanding of the RFP and the requested services.

Proponents are solely responsible for seeking clarification from the Town on any matter it considers unclear, and Proponents shall rely on their independent analysis to prepare a submission. Proponents should contact the RFP Contact Person with any questions, in writing, by email only, before the Deadline for Questions below. The Town will post written questions and answers on NS Tenders.

Verbal discussion between Town staff and a Proponent shall not become a part of the RFP unless confirmed by a written Addendum. The Town shall not be held responsible for any misunderstanding by the Proponent. Proponents and their agents shall not contact any member of Town staff or Town Council concerning this RFP, other than the Town Contact named in this document.

1.5 Timetable

This RFP process will follow the timetable noted below and may be amended at the Town’s sole discretion by issuing an addendum to this RFP. The timetable below is non-binding, and the Town maintains the right to adjust the schedule at any time and at its discretion.

| Event: | Date: |
|---------------------------|----------------|
| Issue Date of this RFP | March 28, 2024 |
| Deadline for Questions | April 8, 2024 |
| RFP Closing Date and Time | April 12, 2024 |

1.6 Submission of Proposals

Proposal submissions to this RFP are to be addressed to the RFP Contact Person and submitted in PDF format by email only. Proposals must be received no later than the RFP Closing Date and Time detailed above. It is solely the responsibility of Proponents to ensure that the Proposal is received before the RFP Closing Date and Time. At a minimum, proposal submissions shall remain valid for sixty (60) days following the Closing Date and Time of this RFP.

1.7 Document Examination

At its sole cost and expense, each Proponent shall become thoroughly acquainted with the RFP and the conditions affecting the Project Scope in Part A Section 3. A Proponent's failure to receive or examine any documents, or any portion thereof, shall not relieve the Proponent from any obligation concerning a submission to this RFP.

The Town assumes no responsibility or liability to any Proponent for, nor shall the Town be bound by, any verbal discussions, understandings, representations or agreements by the Town’s representatives, agents, employees or officers concerning the RFP which are not in the form of RFP Addenda duly issued

by the Town. The submission of a proposal shall be deemed prima facie evidence of the Proponent's full compliance with this section's requirements.

Proponents must specifically identify any submission or proposal that deviates from the terms, conditions, and requirements of this RFP. Any exceptions shall be considered proposed changes and shall not alter the RFP requirements until agreed upon and formally accepted by the Town and the successful Proponent.

2. Amendment or Withdrawal of a Proposal by the Proponent:

A Proponent may amend a proposal at any time up until the RFP Closing Date and Time. Amendments are to be submitted in the same format and method as the original proposal. Amendments to a proposal must be clearly labelled as such and must contain the RFP reference number and title and the Proponent's full legal name and legal address. Amendments must clearly detail which part(s) of the proposal is being amended or replaced. A Proponent may withdraw a proposal that is already submitted at any time throughout the RFP process before the Closing Date and Time by contacting the RFP Contact Person.

3. Addenda

At any time up until the Closing Date and Time, the Town may, at its sole discretion, issue an addendum to amend, clarify, adjust the timetable, or answer questions to this RFP. Addenda will be posted on NS Tenders. Each addendum will form an integral part of this RFP. Proponents are solely responsible for checking for Addenda up until the Closing Date and Time. Proponents must confirm receipt of all Addenda in Part C, Appendix A – Proponent Submission Form of their Proposal.

4. Clarification and Verification

Proponents should note that the failure to meet all the submission requirements may adversely impact the evaluation of their Proposal (s) or make the Proponent ineligible to proceed in the RFP process. The Town may request clarification from any Proponent of the contents of their Proposal, or supplementary information clarifying matters contained in the Proposal, or seek a Proponent's acknowledgement of the Town's interpretation of any aspect of the Proponent's Proposal.

Notwithstanding the preceding, the Town is not obliged to seek any such clarifications. In its sole discretion, the Town may verify any statement or claim contained in a Proponent's Proposal or made subsequently in any interview or discussion. That verification may be made by whatever means the Town deems appropriate and may include contacting persons or entities other than those identified by the Proponent. In submitting a proposal, a Proponent is deemed to consent to the Town verifying any information from third parties and receiving additional information regarding the Proponent, its directors, officers, shareholders or owners and any other person associated with the Proponent as the Town may require.

At the Town's sole discretion, any information so received may be considered to be an integral part of a Proponent's Proposal and may be evaluated as such. Proponents should note that the Town reserves

the right to rescind any contract or agreement awarded to a Proponent if the Town determines that the Proponent made a misrepresentation or provided any inaccurate, misleading or incomplete information in its Proposal or during contract negotiations.

5. Evaluation of Proposals & Award of Contract

The Town will evaluate proposals and select successful Proponents according to the process detailed in this Section. Proposals will be evaluated for best overall value as determined by the Town at its sole discretion. Evaluation will be by the Town’s evaluation committee. The Town intends to enter into an agreement with the Proponents who have met all mandatory criteria and minimum scores and have the highest overall ranking based on this evaluation process.

5.1 Stage I – Compliance Review

Prior to the evaluation of submissions, the Town will review each proposal to determine if it complies with the submission instructions and mandatory requirements provided in this RFP. If, in the sole discretion of the Town a proposal does not materially comply with the requirements set out in this RFP and/or the Town determines that there is a material or perceived conflict of interest, the Town will disqualify the Proponent’s proposal from further consideration. Proposals not demonstrating that they meet the following mandatory criteria will be excluded from further consideration in the evaluation process.

| Mandatory Criteria: | |
|---------------------|--|
| 1. | The proposal must be received by the Closing Date and Time |
| 2. | The Proposal must include the information requested in the following appendices, in a format of their choice: <ul style="list-style-type: none"> • Appendix A – Proponent Submission Form • Appendix B – Rated Criteria Form |
| 3. | The Proposal must include the information requested in the following appendix, in a format of their choice: <ul style="list-style-type: none"> • Appendix C – Pricing Form |

5.2 Stage II – Evaluation of Rated Criteria

Proposals that are deemed compliant after Stage I will be evaluated in Stage II. The evaluation team will establish the Stage II score using the following criteria.

| Rated Criteria | Weighting (Points) |
|---------------------------------------|--------------------|
| Proponent Profile | 15 |
| Proposed Team | 15 |
| Project Approach & Methodology | 25 |
| Experiences, Testimonials, References | 20 |
| Total | 75 |

– [Threshold Score](#)

Proposals that do not meet a minimum score of 60 points out of 75 will not be evaluated further.

– [Scoring Methodology](#)

Each criterion will be scored by the Town’s evaluation committee as a percentage out of 100, which will then be multiplied by the Weighting to provide a weighted score.

5.3 Stage III – Pricing Evaluation

After Stage II, any Proposals that have met the minimum scores and minimum overall threshold requirement will advance to Stage III – Pricing Evaluation.

| Scored Criteria | Weighting (Points) |
|-----------------|--------------------|
| Pricing | 25 |

5.4 Stage IV – Cumulative Score and Selection of Highest Scoring Proponent

After Stage III, each Proposal's weighted scores will be added together, and Proposals will be ranked according to their total weighted scores. Subject to the express and implied rights of the Town, the highest-scoring Proponent will be selected to enter into an agreement unless the Town wishes to proceed with interviews as per Section 5.5 below.

If two or more Proponents have a close (≤ 5 -point difference) total weighted score, or at the Town’s sole and unfettered discretion, the Proponents will be invited to participate in an interview and or provide a Best and Final Offer (BAFO).

| Stage 4 – Cumulative Scores | Weighting (Points) |
|-----------------------------|--------------------|
| Stage 2 – Rated Criteria | 75 |
| Stage 3 – Pricing | 25 |

| | |
|---------------------|------------|
| Total Points | 100 |
|---------------------|------------|

5.5 Optional Stage V – Interviews/Presentations

The Town may, at its sole and unfettered discretion, or in the event of a close (<=5-point difference) total weighted score between Proponents, invite one or more Proponents for an interview/presentation to further evaluate their proposal submission(s). Any interview that takes place will be evaluated out of an additional 25 points for a revised total available proposal score of 125 points. The Town reserves the right, at its sole discretion, to adjust the initial evaluation scores up or down following the interview.

6. Other Terms & Conditions of this RFP Process

The following terms and conditions shall also apply to this RFP:

6.1 Limitation of Liability

No representation, warranty or undertaking, expressed or implied, in fact, or in law, is or will be made by, and no responsibility is or will be accepted by the Town in relation to this RFP. No guarantee, representation, or warranty, express or implied, is made and no responsibility of any kind is accepted by the Town for the completeness or accuracy of any information presented in the RFP.

6.2 Procedural Rights of the Town

The Town has the right, at its sole discretion, at any time, either before or after the deadline for submission of proposals, to:

- accept, reject, or disqualify any proposal or Proponent,
- determine whether a proposal complies with the RFP,
- determine whether a failure to comply is material or not,
- if only one proposal is received, elect to accept it, reject it, and/or re-issue the RFP documents for re-bid without revising the existing RFP documents,
- alter or amend the RFP process, requirements, timetable, description, scope of work or any other aspect of the RFP,
- seek clarification or request further information or documentation from any or all Proponents or from third parties,
- elect not to proceed with the RFP,
- cancel this RFP and subsequently call for new submissions for the subject matter of this RFP (including any portion thereof),
- select one or more than one Proponent(s) for the performance of all or any part of the services that are the subject matter of the RFP,

- decline to enter a contract with any Proponent if the Town is of the opinion, at its sole discretion, that the Proponent submitted pricing that is too high or too low to be sustainable and/or the delivery of services according to the RFP would be in jeopardy; and,
- cancel its decision to enter into an agreement with any Proponent in the event of any material change with respect to the Proponent’s proposal that has not been approved by the Town.

In each case without any liability for costs, expenses or damages incurred or suffered by any Proponent or entity.

6.3 Disqualification

The Town may, at its sole discretion, disqualify any Proponent or proposal or cancel its decision to award to any Proponent under this RFP process at any time prior to or after the execution of an agreement if:

- the Proponent or proposal is not materially compliant with any part of this RFP,
- the Proponent fails to cooperate in any attempt by the Town to verify any information provided by the Proponent in its proposal,
- the proposal, in the opinion of the Town, contains false, misleading, or misrepresented information,
- the proposal, in the opinion of the Town, reveals a real, foreseeable or perceivable conflict of interest,
- the Proponent has been responsible for significant or persistent deficiencies in the performance of any substantive requirement or obligation under a prior contract or contracts with the Town, its owners, or any other party,
- there is evidence of professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent,
- there is evidence that the Proponent, its employees, agents, contractors, or representatives colluded with one or more other Proponents or any of its respective employees, agents, contractors or representatives in the preparation or submission of proposals,
- there is evidence that the Proponent was convicted of a criminal offence or other serious offences; or
- the Proponent has filed for bankruptcy.

6.4 Best and Final Offer

At its sole discretion, or if two or more Proponents have close (≤ 5 -point difference) total weighted scores, the Town may invite Proponents to provide a Best and Final Offer (BAFO).

BAFOs may be useful, for example, when no single response addresses all the project requirements, when Proponents are over budget, when two or more Proponents are virtually tied after the evaluation process, or when Proponents submitted responses are unclear.

The Town may, at its sole discretion, restrict the number of Proponents invited to submit a BAFO or may offer the option to all Proponents. In either case, the Town will provide the same information and the

same submission requirements to all Proponents chosen to submit a BAFO. Proponents may be asked to review their offers or provide additional clarification to specific sections of the RFP or their proposal.

If a BAFO is requested, submitting a BAFO response is optional. Proponents choosing not to submit a BAFO should submit a written response notifying the Town that their response and pricing remain as originally submitted.

A BAFO may be submitted only once, and the terms of the BAFO will not identify either the current rank of any of the Proponents selected for a BAFO or the offers currently proposed.

6.5 Key Personnel

The Town will require that the Proponent maintain key members of the proposed project team throughout the term of the contract or agreement, including but not limited to the team lead, key staff and sub-contractors. Any proposed changes to the project team must be agreed upon in writing by the Town.

6.6 Negotiations

The Town may award a contract based on initial proposals received, without negotiations or discussion; therefore, each initial offer should contain the Proponent's best terms, information and all required documentation. The Town reserves the right to enter discussions and or negotiations with any Proponent(s), at any time, whose proposal(s) represents the best value to the Town, at the Town's sole discretion. If the Town and the preferred Proponent(s) cannot negotiate a successful agreement, the Town may terminate the negotiations. No Proponent shall have any rights against the Town arising from such negotiations.

6.7 Proposals in English

All Proposals are to be in the English language only.

6.8 Only one Entity as Proponent

The Town will accept Proposals where more than one organization or individual is proposed to deliver the Services, so long as the proposal clearly identifies only one entity that will be the lead entity and will be the Proponent with the sole responsibility to perform requirements laid out in the RFP.

6.9 Proposals to Contain All Content

The Town will only enter into an agreement with one Proponent per proposed Service. Any other entity involved in delivering the Service should be listed as a sub-contractor to the Proponent. The Proponent may include the sub-contractor(s) and its resources as part of their proposal for the Town to perform the evaluation. All sub-contractors to be used by a Proponent must be clearly identified in the proposal.

6.10 RFP Scope of Work is an Estimate Only

While the Town has made every effort to ensure the accuracy of the Services described in this RFP, the Town makes no guarantees as to the accuracy of the information provided. Any quantities or measurements provided are estimates only and are provided to describe the general nature and scale of the Services. Proponents must obtain all information they deem necessary, including verification of quantities or measurements to submit a complete proposal.

6.11 Proponent's Expenses

Proponents are solely responsible for their expenses in participating in this RFP process, including preparing a proposal and subsequent finalizations of an agreement with the Town, if required. The Town will not be liable to any Proponent for any claims, whether for costs, expenses, damages or losses incurred by the Proponent in preparing its Proposal, loss of anticipated profit in connection with any final Contract, or any matter whatsoever, including any actual or alleged unfairness on the part of the Town at any stage of the RFP process.

6.12 Notification and Feedback to Unsuccessful Proponents

At any time up until or after the execution of a written agreement with the successful Proponent, the Town may notify unsuccessful Proponents in writing that they have not been selected to proceed. Unsuccessful Proponents may then request a debriefing with the Town's RFP Contact Person to obtain feedback on how their Proposal fared in the evaluation. The Proponent must make such requests for feedback within ten (10) days of notification of the unsuccessful Proponent's RFP results. Details of feedback provided will be at the Town's sole discretion to protect the confidentiality of other Proponents and the Town's commercial interest.

6.13 Conflict of Interest

All Proponents must disclose an actual or potential conflict of interest, as set out in Part C, Appendix A – Proponent Submission Form. At its sole discretion, the Town may disqualify any Proponent from this RFP process if it determines that the Proponent's conduct, situation, or relationships create, or could be perceived to create, a conflict of interest.

The Town may rescind or terminate an agreement if it subsequently determines that the Proponent failed to declare an actual, or potential, conflict of interest during this RFP process, as required under Part C, Appendix A – Proponent Submission Form.

6.14 Confidentiality of Information

Information pertaining to the Town obtained by the Proponent as a result of participation in this RFP process is confidential and must not be disclosed without written consent and authorization from the Town.

All Proponents and any other persons who, through this RFP process, gain access to the Town's confidential information, are required to keep all information strictly confidential, which in any way reveals confidential business, financial or investment details, programs, strategies or plans learned through this RFP process. This requirement will continue with respect to such information learned by the successful Proponent, if any, over the course of any contract or agreement which arises out of this RFP process.

Proponents should note that certain details of this RFP, and any executed contract or agreement, may be made public, including but not limited to the Proponent's Name and total price.

Proponents should identify any information in its proposal, or any accompanying documentation supplied in confidence and for which confidentiality is to be maintained by the Town. The confidentiality of such information will be maintained by the Town, except as otherwise required by law, or by order of a court or tribunal. Proponents are advised that their proposals may, as necessary, be disclosed on a confidential basis to advisers or selected Proponents retained by the Town to advise or assist with the RFP process. If a Proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact Person.

6.15 No Contract and No Claims

This RFP process is not intended to create a contract, and no contractual obligations whatsoever shall arise between the Town and any Proponent upon a Proponent's submission of a proposal in response to this RFP.

For extra clarity, both the Proponent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written contract or agreement for the services outlined in this RFP.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Proponent's participation in this RFP, including where the Town does not comply with any aspect of this RFP and including any claim for loss of profits or proposal preparation costs if the Town does not execute a contract or agreement with the Proponent for any reason whatsoever.

6.16 Governing Law and Trade Agreements

This RFP is governed by the laws of the Province of Nova Scotia.

End of part

Part C: Proposal Submission Requirements and Appendices

Part C contains forms detailing the information that Proponents should include in their proposal.

Contents

This Part C contains the following Appendices:

- Appendix A – Proponent Submission Form
- Appendix B – Rated Criteria Form
- Appendix C – Pricing Form

End of part C

APPENDIX A – PROPONENT SUBMISSION FORM

Proponents to include the details requested in this Appendix A, as detailed in Part B, The RFP Process.

1. Proponent Details:

| | |
|--|--|
| Full Legal Name of Proponent: | |
| Other Trade Names the Proponent Uses: | |
| Registered Address: | |
| Proponent Contact Person Name & Title: | |
| Contact Person Phone No.: | |
| Contact Person Email: | |

2. Certification & Acknowledgement of RFP Process:

By signing this Appendix, A – Proponent Submission Form, we the Proponent, certify and acknowledge the following:

- a. We have carefully read and examined this RFP document, including all Parts and Appendices, and have conducted such other investigations as were prudent and reasonable in preparing this proposal. We can provide the Services detailed in Part A for the pricing submitted in this proposal.
- b. We certify that the statements made in this proposal are true and submitted in good faith.
- c. We acknowledge and understand that the RFP process and the submission of this proposal do not give rise to any contractual obligations whatsoever between the Town and us, the Proponent, and that no contractual obligations shall arise between the Town and us, the Proponent, until and unless we execute a written contract or agreement with the Town.
- d. Except as otherwise noted below, we certify that we have not engaged in any conduct which would constitute a conflict of interest in relation to this RFP process. We understand that a conflict of interest would include the following situations:

- i. The Proponent has an unfair advantage or engages in conduct which may give it an unfair advantage.
- ii. The Proponent has influence over an employee of the Town who is a decision-maker involved in this RFP process, which could reasonably be perceived as giving the Proponent an unfair advantage or preferential treatment.

3. Confirmation of Addenda Received:

We confirm receipt of the following addenda that were issued by the Town up until the Closing Date and Time:

| Addendum # | Issued on Date: |
|------------|-----------------|
| | |
| | |
| | |
| | |

4. Certification Signature:

The Proponent hereby certifies that the above statements are true and that the individual signing below has the authority to bind the Proponent:

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

* End of appendix A

APPENDIX B – RATED CRITERIA FORM

Proposals should include the following sections in this order, with all requested details and supporting documents, in a format of your choice.

1. Proponent Profile:

In this section, please provide a brief profile of your firm, including a description of the history and expertise of the firm. Discuss your experience in relevant fields, expanse of other related experience, and strengths relevant to these assignments. Include a narrative as to why the firm is well-suited and best qualified to perform these services.

Include any testimonials of work performed, to demonstrate value to the Town.

If your firm has multiple locations, please identify the corporate head office and any local offices that may be involved in project delivery and coordination.

2. Proposed Team:

In this section, provide the details of the proposed team members that will deliver the Services. Proposals should identify the manager who the Proponent has appointed to lead the Proponent's project team and who will be the main contact for the Town. Any sub-contractors that the Proponent intends to use must be clearly identified in this section. The required items for each team member include:

- Name
- Position
- Employee or Subcontractor
- Brief description (responsibilities, qualifications, and relevant experience)
- Hourly Rate

Please note that the successful Proponent will be required to maintain key members of the proposed project team throughout the term of the contract or agreement, including but not limited to the team lead, key staff and sub-contractors. Any proposed changes to the project team must be agreed upon in writing by the Town.

3. Approach & Methodology:

The Town expects that the proposal will include a detailed "Approach & Methodology" section that clearly outlines the successful proponents' approach to complete the Project.

In this section, please:

- a. Describe your understanding of the assignment, as well as the potential issues and challenges to be addressed.
- b. Describe the methodology that you would use to complete the services outlined in this RFP (including any value-added services that are not listed in the service's Scope of Work in this document).
- c. Describe the methodology that you would use to complete the services required to complete procurement and construction activities required to bring these projects from the design phase to commercial operations.
- d. Outline your intended approach to the work, including your approach to communicating with the Town and managing your workload on other commitments.
- e. Describe all relevant tasks, meetings, milestones, and deliverables required to complete this assignment.
- f. Describe how you will ensure that the work will be completed on time and within budget.

4. Experience, References & Testimonials

In this section, Proponents should provide details on a minimum of three (3) projects completed in the last five (5) years for similar scopes with unaffiliated entities. Proponents are encouraged to include copies of any final reports completed for each reference as part of their electronic email submission. If the reports contain confidential information, they may be redacted, or representative reports from other engagements may be substituted in their place.

Proponents should note that the Town may contact the clients to provide a reference on the experience listed and may amend scoring in the evaluation based on the client's feedback. Positive references will impact scoring positively, and poor or negative references will impact scoring negatively and may be grounds for rejection of a Proposal.

Additionally, the Town may consider information regarding the integrity and reliability of a Proponent's services from parties other than those provided in a Proponent's proposal, including the Town's own experience with the Proponent.

* End of appendix B

Appendix C – Pricing

1. Project Pricing

Proponents should list the total all-in price plus HST for completing the scope of work contained in this RFP.

Signature of Proponent Representative

* End of appendix C