

CAO'S OFFICE

REQUEST FOR PROPOSALS

Redesign of Website
RFP50474

Release date: April 12, 2022

Proposals will be received up to
3:00:00 PM local time on Wednesday, May 4, 2022

Contact: Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: 902-883-6232
Email: mhatfield@easthants.ca



EAST HANTS
We live it!

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PART 1 - INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the Municipality of East Hants (“East Hants”) to prospective proponents to submit proposals to redesign our current website: <https://www.easthants.ca/>, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

1.2 RFP Contact

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

Michael Hatfield
Procurement Officer
Municipality of East Hants
Telephone: 902-883-6232
Email: mhatfield@easthants.ca

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

1.3 Type of Contract for Deliverables

The proponent selected through the final ranking process will be requested to enter into direct contract negotiations to finalize an agreement with East Hants for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between East Hants and the selected proponent. It is East Hants’ intention to enter into an agreement with only one (1) legal entity.

1.4 RFP Timetable

Deadline for Questions	April 27, 2022 at 3:00:00 PM local NS time
Deadline for Issuing Addenda	April 29, 2022 at 4:00:00 PM local NS time
Submission Deadline	May 4, 2022 at 3:00:00 PM local NS time
Rectification Period	5 Business Days
Anticipated Ranking of Proponents	Week of May 20, 2022
Contract Negotiation Period	10 Business Days
Anticipated Execution of Agreement	Beginning of June 2022

The RFP timetable is tentative only, and may be changed by East Hants at any time.

1.5 Submission of Proposals

1.5.1 Proposal Submission

Proposals will be received up to 3:00:00 PM local Nova Scotia time on the date specified in the RFP by upload only using the East Hants online procurement application.

The proponent is responsible for uploading and submitting all documents by closing time. The proponent should account for the time to upload documents which depends on the size of the document. East Hants shall not be liable for, and proponent releases East Hants from, any damage or loss of any kind whatsoever related to proponent’s failure to submit documents by closing time for any reason.

Remember to sign the proposal form. Electronic signatures are acceptable.

Prior to submitting their proposal, proponents should review the Electronic Submission Protocol at: <https://www.easthants.ca/government/procurement/> for the latest information with respect to submissions.

If a proponent wishes more than one proposal, they must upload each proposal separately in accordance with this section. Each proposal should be complete and should not rely on documents in another proposal for consideration.

Proposals must be submitted before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted.

1.5.2 Proposals to be Submitted in Prescribed Format

Proponents should submit their proposal in Portable Document Format (PDF), submitted as described. If there are multiple documents submitted, the proponent should label them in such a way that it is clear the order in which they wished to present them. Proposals should be prominently marked with the RFP title and number (see RFP cover), with the full legal name and return address of the proponent.

1.5.3 Modification and Withdrawal of Proposals

Once a proposal has been submitted, it cannot be modified. In the event the proponent discovers errors or other changes they would like to make to their proposal they may submit a new Proposal in accordance with the proposal Submission section and then contact East Hants to withdraw the proposal which is no longer valid. Only proposals submitted before the Submission Deadline will be considered

Proponents wishing to Withdraw a proposal are to contact Michael Hatfield by email at mhatfield@easthants.ca. The proponent must provide the unique identifying number they received when submitting the proposal in order to Withdraw the proposal. East Hants will not be responsible if a proponent provides the wrong unique identifying number when withdrawing a proposal.

[End of Part 1]



PART 2 - EVALUATION AND NEGOTIATION

2.1 Stages of Evaluation and Negotiation

East Hants will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I - Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, East Hants will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be excluded from further consideration. The Rectification Period will begin to run from the date and time that East Hants issues a rectification notice to the proponent. The mandatory submission requirements are as set out below.

2.2.1 Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2.2.2 Pricing Form (Appendix C)

Each proposal must include a Pricing Form (Appendix C) completed according to the instructions contained in the form.

2.2.3 Other Mandatory Submission Requirements

N/A

2.3 Stage II - Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

East Hants will review the proposals to determine whether the mandatory technical requirements as set out in Section C of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of East Hants as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

East Hants will evaluate each qualified proposal on the basis of the rated criteria as set out in Section D of the RFP Particulars (Appendix D).

2.4 Stage III - Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in the Pricing Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV - Ranking and Contract Negotiations

2.5.1 Ranking of Proponents



After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with East Hants. In the event of a tie, the selected proponent will be the proponent with the highest score on the rated criteria.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of East Hants or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between East Hants and the selected proponent. Negotiations may include requests by East Hants for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by East Hants for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

East Hants intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date East Hants invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and to conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, East Hants may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until East Hants elects to cancel the RFP process.

2.5.5 Notification to Other Proponents

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent. Once an agreement is finalized and executed by East Hants and a proponent, the other proponents will be notified.

[End of Part 2]



PART 3 - TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

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

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 Incorporation by Reference

The proponent is solely responsible to ensure their proposal is structured in such a way that it is clear the sequence in which any included documents or links are to be reviewed. For website examples, hyperlinks will be accepted but it is up to the proponent to ensure the links are accurate and functional.

3.1.4 References and Past Performance

In the evaluation process, East Hants may consider information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with East Hants or other institutions.

3.1.5 Information in RFP Only an Estimate

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

3.1.6 Proponents to Bear Their Own Costs

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

3.1.7 Proposal to be Retained by East Hants

East Hants will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Trade Agreements

N/A

3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract

East Hants makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the



described Deliverables. East Hants may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP, and may direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. East Hants is under no obligation to provide additional information, and East Hants is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. East Hants is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If East Hants, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum, which will be issued in the same manner as this RFP. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by East Hants. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, East Hants may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section C of the RFP Particulars (Appendix D). East Hants may revisit and re-evaluate the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

Once an agreement is executed by East Hants and a proponent, the other proponents will be notified and the outcome of the procurement process will be posted on the Province of Nova Scotia's Procurement Web Portal.

3.3.2 Debriefing

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within thirty (30) days of such notification. The intent of the debriefing information session is to aid the proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

3.3.3 Supplier Complaint Process

If a proponent wishes to file a complaint regarding the RFP process, it should provide written notice to East Hants' Municipal Clerk in accordance with East Hants' Supplier Complaint Process as set out in East Hants' Procurement Policy.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

East Hants may disqualify a proponent for any conduct, situation or circumstances, determined by East Hants, in its sole and absolute discretion, to constitute a Conflict of Interest. For the purposes of this RFP, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

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

3.4.2 Disqualification for Prohibited Conduct

East Hants may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if East Hants determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.3 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

3.4.4 Proponent Not to Communicate with Media

Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact.

3.4.5 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.6 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents must 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 East Hants; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.7 Past Performance or Past Conduct

East Hants may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by East Hants, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of East Hants

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

- (a) is the sole property of East Hants and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from East Hants; and
- (d) must be returned by the proponent to East Hants immediately upon the request of East Hants.

3.5.2 Confidential Information of Proponent

Proponents are advised that East Hants is governed by Nova Scotia's *Freedom of Information and Protection of Privacy Act (FOIPOP)* and any information submitted to East Hants in response to this RFP may be subject to disclosure under *FOIPOP*. Proponents may identify any confidential information in their proposals or any accompanying documentation and are advised to consult with their own legal advisors regarding the appropriate way to identify such information. East Hants will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by East Hants to advise or assist with the RFP process, including the evaluation of proposals. Proponents are further advised that East Hants may make public the names of any or all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent. If a proponent has any questions about the collection and use of information pursuant to this RFP, questions are to be submitted to the RFP Contact.

3.6 Procurement Process Non-binding

3.6.1 No Contract A and No Claims

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

- (a) this RFP will 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 East Hants will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and East Hants by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution 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 East Hants to enter into an agreement for the Deliverables.

3.6.4 Cancellation

East Hants may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will 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; and
- (c) are to be governed by and construed in accordance with the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

[End of Part 3]



APPENDIX A - SAMPLE AGREEMENT

Note: The successful proponent will be referred to as the “Consultant” in this agreement.

THIS AGREEMENT is effective <<date>>, 2022 (“Effective Date”)

Between

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia, hereinafter called “East Hants”

-and-

<<LEGAL NAME>>, a body corporate under the laws of <<jurisdiction>> (the “Consultant”)

BACKGROUND

East Hants wishes to retain the Consultant to redesign our current website: <https://www.easthants.ca/>, as further described in the RFP Particulars (Appendix D) (the “Deliverables”).

IN CONSIDERATION of mutual obligations and agreements specified herein, the parties agree as follows:

DEFINED TERMS

- 1 **Services** means the services supplied by the Consultant as specified within this agreement.
- 2 **East Hants Representative** means the employee of the Municipality of East Hants, or their designate, assigned by East Hants to be responsible for managing this agreement.
- 3 **Schedule** means the timeline, including deadlines, review dates and any other milestones or dates established by East Hants for the delivery of the Services. The Schedule may only be modified with written permission from East Hants.

CONTRACT DOCUMENTS

- 4 This agreement consists of the following documents:
 - a. This agreement;
 - b. The Deliverables as describe in RFP Particulars (Appendix D);
 - c. <<insert proposals, confidentiality agreements, etc. as applicable>>; and
 - d. <<insert additional documents as applicable>>.

INTENT

- 5 East Hants hereby engages the Consultant to supply the Services described herein and the Consultant agrees to provide these Services.
- 6 East Hants expects that any Consultant capable to perform the Services will perform the Services in a manner consistent with the degree of care, skill, and diligence normally provided by members of the same profession performing the same or comparable services in respect of projects of a similar nature in similar circumstances. East Hants expects the Consultant to act with good faith and in the interests of East Hants.

- 7 The Consultant warrants that it has the necessary resources to complete the Services in a competent and professional manner. Such resources shall include, without limitation, qualified, skilled, and sufficient personnel, adequate financial resources, and any other unique or general resources necessary to complete the Services.

TERM

- 8 This agreement shall commence on the Effective Date and shall end on the earlier of the following:
- a. Full completion of the Services to the satisfaction of East Hants; or
 - b. Termination in accordance with the terms of this agreement (see TERMINATION).
- 9 Unless amended by East Hants in writing, the Consultant agrees to complete Services to the satisfaction of East Hants on or before <<date to be provided by successful proponent>>.

PAYMENT

- 10 East Hants shall remunerate the Consultant as follows:
- a. The maximum amount payable under this agreement, including fees, expenses and disbursements, shall not exceed the aggregate sum specified below, exclusive of Harmonized Sales Tax (HST).

Total Cost, less Harmonized Sales Tax (HST): \$_____
 - c. Costs, or part thereof, are only payable when the Consultant, as determined by East Hants, has satisfactorily delivered the Services or part thereof. Payment for any part of the Services shall not be deemed a waiver of East Hants' rights of set-off at law or under contract for costs or expenses arising from default or negligence of the Consultant.
 - d. All invoices submitted by email must be sent to vendors@easthants.ca. Invoices submitted by mail or hand-delivered must be to the attention of the Payables Administrator. When a Purchase Order is specified by East Hants, the invoice must reference this Purchase Order in order to be processed for payment. Include the name of the East Hants Representative on the invoice.
 - e. Invoices must be submitted in accordance with the schedule established by East Hants at the beginning of the contract, typically monthly. Invoices must be supported in such detail as East Hants may request.
 - f. East Hants will review each invoice for completeness in a timely manner and, if acceptable, will approve such invoice for payment. Where there is a discrepancy, error, or other anomaly, East Hants may reject an invoice, request clarification or additional information, or otherwise require the invoice to be made acceptable prior to approval or payment.
 - g. No payments will be made by East Hants to the Consultant unless their invoice is accompanied by a valid Clearance Letter confirming they are in good standing with WCBNS.
 - h. East Hants may reject an invoice on the basis that the Services are not in accordance with the requirements of the agreement. In the case where the Services are deemed unsatisfactory, the Consultant will be required to make changes to the Services that are acceptable to East Hants at no additional cost. If the Services cannot be made satisfactory, in East Hants' sole opinion, East Hants may terminate the agreement.
 - i. Payment will be made on a net thirty (30) days basis from approval of an invoice in accordance with this section.
 - j. No payment made by East Hants under this Contract shall constitute acceptance of work or products that are not in accordance with the requirements of the agreement.
 - k. The Consultant shall not be entitled to payment in respect of costs incurred by the Consultant in remedying errors and omissions in the Services that are attributable to the Consultant, the

Consultant's employees, or persons for whom the Consultant had assumed responsibility in performing the Services.

- l. If, and to the extent that, the time for completion of the Services is exceeded or extended through no fault of the Consultant, payment for the Services required for such extended period of this agreement shall be subject to review and equitable adjustment.
- m. In the event the agreement is terminated before the satisfactory completion of the Services, East Hants shall only be liable to pay, and the Consultant shall accept in full settlement, an amount for Services satisfactorily performed up to the date of termination. Upon payment for services completed in accordance with this agreement to the date of termination, the Consultant will have no further claim against East Hants for any damages related to termination of this agreement.
- n. All expenses and disbursements are considered to be included in the Total Cost unless authorized, in writing, by East Hants to be reimbursed separately. Disbursements and expenses so authorized shall be reimbursed to the Consultant at actual cost plus a nominal mark-up to cover the administrative cost associated with the disbursement or expense.
- o. The Consultant shall be solely responsible to pay for all costs and expenses arising out of this agreement, whether or not they may qualify for reimbursement.
- p. The Consultant is responsible to maintain a thorough cumulative record of all fees, expenses and disbursements over the term of the Contract. The Consultant must provide East Hants with an electronic copy of such record upon request.

INDEPENDENT STATUS

- 11 The Consultant will provide the Services to East Hants as an Independent Contractor and not as an employee. The Consultant agrees that East Hants shall have no liability or responsibility for the withholding, collection, or payment of any payroll taxes, employment insurance premiums, or Canada Pension Plan contributions, or any other relevant payroll deductions on any amounts paid by East Hants to the Consultant or amounts paid by the Consultant to its employees or contractors.
- 12 The Consultant shall not have any power to accept an obligation, incur any liability, promise any performance, and/or request or obtain any credit on behalf of East Hants.
- 13 The Consultant is free to provide services to other clients, so long so long as there is no interference with the Consultant's contractual obligations to East Hants.

SCHEDULE AND DELAY

- 14 The Consultant shall contact the East Hants Representative weekly, or on such other frequency acceptable to East Hants, to provide an update on the progress of the Services. An updated Schedule indicating progress of the Services shall be provided to East Hants monthly, or more frequently if so requested.
- 15 Any circumstances that will result in changes to the agreed Schedule or delay in performance of the Services must be brought to attention of the East Hants Representative by the Consultant within 24 hours of the change or delay being identified. Changes to the Schedule must be approved by East Hants in writing.
- 16 In identifying a period of delay, the Consultant must make reasonable effort to quantify the expected period of delay and to minimize such delay.
- 17 Except in the case of an excusable delay, the Consultant will be liable to pay for any expenses East Hants may incur which are a result of the delay in performance. This may, without limitation, include additional contract management fees (if any), additional fees claimed by a contractor as a result of the delay, and any costs which can be reasonably attributed to the delay.



- 18 Provided that the Consultant identifies the delay as specified herein and makes reasonable effort to quantify and minimize the delay, the Consultant shall be excused of any delay ("excusable delay") that:
 - a. Is beyond the reasonable control of the Consultant;
 - b. Is not avoidable by the exercise of reasonable foresight; and
 - c. Occurred without the fault or neglect of the Consultant.
- 19 For greater clarity, any delay caused by the lack of financial resources, labour disputes/strikes, insolvency, any event that is a ground for termination provided for in this agreement, or any delay in the Consultant fulfilling an obligation to deliver a bond, guarantee, letter of credit, insurance, WCB certificate or other security relating to the performance or the payment of money, shall not qualify as an excusable delay.
- 20 In the event of an excusable delay, any delivery date, schedule, or other date that is directly affected by the delay shall be postponed for a reasonable time not to exceed the duration of the excusable delay.
- 21 Where an excusable delay continues for 30 days or more, East Hants may, in East Hants's absolute discretion, choose to terminate this agreement. In such a case, the parties agree that neither party will make any claim against the other for damages, costs, expected profits or any other loss arising as a result of the termination or the event that gave rise to the excusable delay.
- 22 Except to the extent that East Hants is responsible for the delay for reasons of failure to meet an obligation under the agreement, East Hants shall not be liable for any costs or charges of any nature incurred by the Consultant or any of its sub-contractors as a result of an excusable delay.

PERSONNEL

- 23 East Hants expects the personnel listed in the Consultant's duly signed proposal to perform the Services indicated. The Consultant must obtain written permission from East Hants before changing any member of the work team. In the case of personnel being changed, the new personnel being assigned must have a similar length and breadth of experience relevant to the matter of this contract as the personnel being replaced and they must be acceptable to East Hants.

SUBCONTRACTOR

NTD: Remove subsequent clauses if no subcontractors are proposed and replace with "Subcontractors will not be used to complete the Services. In the event that the Contractor wishes to use subcontractors for some or all of the Services, they must make such a request in accordance with the CHANGE provisions of the agreement and additional conditions may apply."

- 24 The Consultant is advised that the subcontractor listed in the Consultant's proposal and their work scope cannot be changed without the written permission of East Hants. Failure to comply with this provision will be considered a breach of contract and may result in termination of the agreement.
- 25 If the Consultant finds that a subcontractor named in this agreement cannot perform some or all of the Services for which they were named, the Consultant may request permission from East Hants to engage an alternative subcontractor for such Services. In making such a request, the Consultant must:
 - a. Identify the reasons why the named subcontractor cannot complete the Services;
 - b. Provide the name, qualifications and experience of the proposed replacement subcontractor;
 - c. Make such request in writing; and
 - d. Must select a replacement who is in all respects equal to the subcontractor being replaced.
- 26 Permission to replace a subcontractor will not be unreasonably withheld. However, East Hants reserves the right to, in its sole discretion, reject any proposed replacement subcontractor the Consultant may



name. The rejection of a replacement subcontractor shall not relieve the Consultant of their obligation to perform the Services under this agreement.

CONFIDENTIALITY

- 27 In the course of discharging its duties under this agreement, the Consultant, its subcontractors, its agents, and/or employees will hear, see and/or otherwise come to know, possess or have access to confidential information about and/or belonging to East Hants, its clients and/or third parties interacting with East Hants or the Consultant, including but not limited to contact lists, personal information about identifiable individuals, security information, and information about East Hants' clients, methods and processes (the "Confidential Information").
- 28 The Consultant agrees not use, disclose, reproduce or otherwise make available, Confidential Information to any person, firm or enterprise (other than to the Consultant's subcontractors, employees, or agents who have a need to know such information for the purposes of this Agreement) unless specifically authorized in writing to do so by East Hants. The Consultant agrees that if a subcontractor, employee, or agent will receive Confidential Information as contemplated in this section, it will obtain a confidentiality agreement from such subcontractor, employee, or agent which provides equal or greater protection to the Confidential Information than set out in this section and that they will provide proof of same to East Hants upon obtaining a fully executed agreement.
- 29 The Consultant agrees to exercise all due care and diligence and take all reasonable precautions to prevent any unauthorized collection, use, disclosure, retention, destruction or disposal of Confidential Information.
- 30 Upon termination of the Agreement for any reason, the Consultant will return to East Hants any and all documents in its possession, electronic or otherwise, containing Confidential Information, except for Confidential Information the Consultant may be required to retain for its professional files and records.
- 31 The Consultant recognizes that if any of the provisions of this section are violated, East Hants is entitled to an injunction to prevent it from disclosing Confidential Information and/or using Confidential Information for any purpose. The Consultant further recognizes that East Hants would be entitled to other legal remedies, including legal fees and costs in the event of such a violation.
- 32 The use and disclosure of the confidential information shall not apply to information which
 - a. Was known to the Consultant before receipt of same from East Hants; or
 - b. Becomes publicly known other than through the Consultant; or
 - c. Is disclosed pursuant to the requirements of a governmental authority or judicial order.

INFORMATION COLLECTED

- 33 All information and material produced by the Consultant in the course of the Services, including, but not limited to, calculations, design notes, criteria, graphs, figures, maps, reports, drawings, analysis, profiles, and plans, will become the property of East Hants and an electronic copy of such information must be turned over to East Hants upon completion or termination of the Services.
 - a. The Consultant understands that East Hants intends to use such collected information to perform the business of the Municipality of East Hants; to that end, the Consultant agrees that East Hants may, without limitation, use, distribute, reproduce, and/or publish such information without penalty or exclusion; and
 - b. East Hants reserves the right to amend such collected information whenever and for whatever purposes it chooses to do so.

INDEMNIFICATION

- 34 The Consultant shall defend, indemnify and save harmless the Municipality of the District of East Hants, its elected officials, officers, and employees from and against claims, actions, causes of action, losses, expenses, fines, costs (including reasonable legal defence costs), interest or damages, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, to the extent reasonably attributable to the negligent acts, errors, or omissions, fraud or willful misconduct of the Consultant, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Consultant in accordance with this agreement, and shall survive this agreement.

INSURANCE

- 35 The Consultant shall, without limiting its obligations or liabilities, maintain Commercial General Liability insurance on an occurrence basis with a minimum limit of \$2,000,000.00 for bodily injury including death, personal injury and property damage including loss of use, and shall include provisions for: Blanket contractual liability; Owners' and contractors' protective liability; Broad form property damage; Hostile fire; Tenant's legal liability; Non-owned automobile liability; Contingent employer's liability; and Products and completed operations liability.
- 36 The Consultant must provide a certificate of insurance (COI) from their insurer for this coverage. The COI, at a minimum, must:
- a. List the Municipality of the District of East Hants as an additional insured and contain both cross-liability and severability of interest clauses;
 - b. The Consultant's insurance must provide for bodily injury or property damage that may result from the Consultant's performance of the Services; and
 - c. Excess or umbrella insurance may be used to achieve the required insurance limits noted in this section.
- 37 The Consultant must have and must maintain automobile insurance in the amount of \$2,000,000.00 for the duration of the agreement and must provide a certificate of insurance confirming this coverage.
- 38 The COI for Commercial General Liability insurance must provide for 30 days' written notice of cancellation. The Consultant must provide a new certificate of insurance each time the insurance is renewed for the duration of this contract and including any warranty period. The COI must identify any exclusions which apply to the Policy with respect to the Services.
- 39 The Consultant is responsible to have and to maintain insurance on the equipment and materials used to provide the Services for the duration of the agreement. East Hants will not be responsible in any way for lost, damaged or stolen equipment.
- 40 In addition:
- a. The Consultant's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to East Hants.
 - b. In the case where the Consultant will use subcontractors or third-party suppliers, such subcontractors and third-party suppliers must obtain and provide proof of insurance coverage that is equal to that required of the Consultant under this agreement.

- c. Failure to maintain the required insurance coverage may be grounds for termination of the agreement;
- d. If the Consultant no longer is in Good Standing with WCBNS, the Consultant must disclose the change in WCB status immediately. Inability to return to Good Standing before the next performance of the Services may result in the termination of the agreement;
- e. East Hants will not accept any provisions which seek to limit the liability of the Consultant with respect to these insurance requirements;
- f. Changes to incorporation information must be disclosed within a reasonable time of the change; and
- g. Changes to insurance coverage must be disclosed to East Hants within a reasonable period after the change, at least prior to the next performance of any Services under this agreement affected by the change, and the Consultant must provide a revised certificate. The amended coverage must be in accordance with the requirements of this agreement or otherwise acceptable to East Hants.

REGULATIONS

- 41 The Consultant shall comply with all existing Federal, Provincial and Municipal laws and regulations and the regulations of any other authorities that may have jurisdiction. The Consultant shall also comply with any policies or other requirements related to occupational health and safety or security that may be in place or implemented during the course of the agreement.

TAXES

- 42 The Consultant shall pay all Federal and Provincial Taxes as required by the appropriate enactments.

WORKERS' COMPENSATION

- 43 The Consultant must be registered and in good standing with the Workers' Compensation Board of Nova Scotia (WCBNS) regardless of their jurisdiction of incorporation, location of premises, or typical status with WCBNS.

CONFLICT OF INTEREST

- 44 The Consultant must promptly bring to the attention of East Hants, in writing, any possible conflict of interest related to delivering these Services. For greater clarity, any business relationships between East Hants staff and Consultant, either direct or through a third party, which may appear to create an unfair advantage for the Consultant or where it may appear that an employee of East Hants may personally benefit from this agreement, must be identified.

PERFORMANCE

- 45 If any part of the Services is found to be deficient or not in accordance with the terms of this Contract or standards specified herein, East Hants may, at its sole discretion:
 - a. Require the Consultant to re-perform the Services or make any required corrections to the work, at its own expense, to comply with the terms of the Contract; or
 - b. If the Consultant cannot or will not make such corrections or re-performance, or if the proposed delay in making such corrections or re-performance may compromise health, safety, or the ability of East Hants to perform the business of the Municipality in any way, East Hants may choose either to engage a third party to correct the work or to perform the Services or to perform such corrections or to perform such Services themselves. The cost of such action will be deducted from any monies owing to the Consultant until the entire amount is offset or, where there is not amount to offset,



the Consultant must pay any remaining cost back to East Hants in the form of credits of payments already made; or

- c. Where the deficiency is embedded in the work or Services, East Hants may deduct an amount from any monies owing, or the Contract value, that is equivalent to the difference between the value of the defective work and what was specified in the Contract. Such amount shall correspond to the costs that would reasonably be incurred to correct the deficiency; and
- d. East Hants may terminate the Contract in accordance with the Termination clauses herein.

CHANGES TO REQUIREMENTS

- 46 If the instructions provided by East Hants are interpreted by the Consultant as increasing or decreasing the scope of the Services, they must inform East Hants prior to acting on these instructions. At minimum, any change in scope that affects the cost of the Services or the Schedule must be approved by East Hants in writing and the Consultant must provide, at minimum:
 - a. A description of the change in Services as a result of the instructions;
 - b. The impact, if any, on the Schedule;
 - c. The amount, exclusive of HST, by which the cost will either be increased or decreased; and
 - d. A summary of the fees, expenses and disbursements which make up the amount of increase or decrease.

RESPONSIBILITY FOR DAMAGE

- 48 The Consultant shall, at their sole expense, repair and restore to its original condition any material or surface damaged by their operations.
- 49 The Consultant shall be solely and entirely responsible for any loss or damage to their materials, supplies, and equipment.

TERMINATION

- 50 East Hants may terminate this agreement at any time, for any reason, by providing thirty days' written notice to the Consultant. This notice period may be increased by written agreement between the parties. Agreement to extend this notice period does not release the Consultant of their duty to remedy and, under no circumstances will East Hants be responsible for interest or other charges or fees related to the process of remedy.
- 51 Notwithstanding the above, East Hants may terminate this agreement without notice if the Consultant makes changes to the approved list of Consultant's personnel tasked to complete the Services or to the subconsultant engaged to complete the Services without first obtaining the written permission of East Hants.
- 52 East Hants may terminate this agreement if the performance of the Services, or portion thereof, is found to be unacceptable or if there is unreasonable delay, other than an excusable delay, in performing the Services. Both East Hants and Consultant agree that each will attempt to remedy the situation and to find a way to make the Services, or portion thereof, acceptable. Under no circumstances may such remedy represent additional cost to East Hants. If no remedy can be found within thirty days of the initial communication to the Consultant by East Hants that the performance of the Services is unacceptable, such notice shall be considered notice to terminate the agreement.
- 53 East Hants reserves the right to terminate this agreement if the Consultant fails to act in accordance with their safety protocols or where, in East Hants' sole opinion, there have been an unreasonable number of safety violations, near misses, or orders/corrective actions issued to the Consultant by government officials.



- 54 East Hants reserves the right to terminate this agreement, without penalty of any kind, if the Consultant is judged to be bankrupt or makes general assignment for the benefits of its creditors.
- 55 Termination of the agreement by East Hants shall not relieve that Consultant of any obligations or liability it may have to East Hants except as provided for herein.

RECEIVERSHIP

- 56 In the event that a Receiver is appointed to manage the affairs of the Consultant, East Hants reserves the right to enter into a contract with another party to perform the Services. Under no circumstances shall East Hants be responsible for any losses suffered by the Consultant.

ASSIGNMENT

- 57 The Consultant may not transfer or assign this agreement without the express prior written permission of East Hants. Assignments or transfers with are attempted to be made to this agreement without such permission will be void.

ENTIRE AGREEMENT

- 58 This agreement, together with the Exhibits, Contract Documents, and the Schedule, form the complete agreement between the parties and shall supersede any and all previous communications, oral or written, express or implied, between the parties. This agreement may only be amended in writing, with such amendment being signed by authorized representatives for each party and clearly indicating this specific agreement.

INTERPRETATION

- 59 The headings introducing each paragraph or section are for reference only and shall not affect the interpretation of the agreement. Any numbers or changes of gender will be interpreted in context.

NOTIFICATION

- 60 Any notifications of a general nature related to this agreement may be provided by any written means, including email. It remains the responsibility of the sender to ensure the notification has been received and acknowledged by the intended recipient. Material notifications such as relate to clauses covering termination or changes to personnel shall be delivered by registered mail, courier requiring the signature of the person specified in this clause, or in person where the person specified in this clause may confirm acceptance in writing.
- 61 The Notifications shall be addressed as follows:

c. By mail, in person, or courier to East Hants:

Municipality of East Hants
RFP50474 - Website Redesign
Box 230, Suite 170
15 Commerce Court
Elmsdale, NS B2S 3K5

Attention: Procurement Officer

d. By email to East Hants:

Primary: procurement@easthants.ca
Cc: email address of Project Manager

e. By mail to the Consultant:

<<Company Name>>
RFP50474 - Website Redesign
<<Address>>

Attention: <<Name>>

f. By email to Consultant:

Primary: <<email address>>

GOVERNING LAW

62 The laws of Nova Scotia shall govern this agreement. If any dispute should arise under the terms of this agreement, the Courts of Nova Scotia shall have exclusive jurisdiction to such dispute.

ENUREMENT

63 This agreement shall ensure to the benefit of and be binding upon the parties and their lawful heirs, executors, administrators, successors and assigns.

SEVERABILITY

64 If a provision of this agreement is deemed void or invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.



WAIVER

- 65 Any failure by East Hants to enforce or require the strict compliance and performance of any of the terms or conditions of this agreement shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way or the right of East Hants to enforce same and/or to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

SIGNED hereunder by representatives of the parties with authority and capacity to do so:

MUNICIPALITY OF THE DISTRICT OF EAST HANTS	<<CONSULTANT LEGAL NAME>>
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____



APPENDIX B - SUBMISSION FORM

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between East Hants and the proponent unless and until East Hants and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in the completed Pricing Form (Appendix C).

4. Non-binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in the Pricing Form (Appendix C). The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by East Hants prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

If this section is not completed, the proponent will be deemed to have received all posted addenda.

6. No Prohibited Conduct

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

7. Conflict of Interest

The proponent has reviewed the definition of the term "Conflict of Interest" in section 3.4.1 of the RFP. If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

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

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

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

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



8. Disclosure of Information

The proponent consents to the collection, use and disclosure of information as contemplated under the RFP. The proponent hereby agrees that any information provided in this proposal, even if it is identified as confidential, may be disclosed in accordance with *FOIPOP* or any disclosure requirements imposed by law or by order of a court or tribunal. The proponent acknowledges that East Hants may make public the name of any and all proponents and intends to publish the name of the successful proponent and the total value of any contract entered into with the successful proponent.

Signature of Witness

Signature of Proponent Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.



APPENDIX C - PRICING FORM

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (b) Lump sum price quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all expenses, and all other overhead, including any fees or other charges required by law, except Harmonized Sales Tax (HST).

2. Evaluation of Pricing

Pricing is worth 10 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has bid on, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

3. Pricing Form

Lump sum price: \$_____ + HST



APPENDIX D - RFP PARTICULARS

A. THE DELIVERABLES

BACKGROUND

The Municipality of East Hants is seeking a partner in the re-design of our current website: <https://www.easthants.ca/>

As one of the fastest-growing regions in Nova Scotia, the Municipality of East Hants is seeking to align its online presence with its strategic initiatives. East Hants strives to bring residents the highest caliber living experience in the province and wants to carry this commitment to service excellence through to its online presence. The current municipal website requires a refresh. The existing site was launched in 2016 and has had only minor adjustments made for approximately 5-7 years.

The current site is text and PDF heavy, with too many links required to reach valuable information. Content is not organized in a logical nor accessible way. The challenges with easthants.ca include but are not limited to: lack of natural navigation for the visitor, lack of SEO, template designs that do not meet our needs, and lack of visibility for the most popular pages.

The current content management plan lacks functionality for end users and for contributing staff. Too much content is being created by too many people to maintain the original design intentions of the site. The re-designed site should address the diverse needs of multiple types of content required to deliver information to municipal stakeholders. The content management plan must also address the profoundly different needs of the municipal departments and the content they must create/deliver to residents.

OUR VISION

The intent of the website re-design project is to improve accessibility and performance measurement on the site, move the site to a municipal service-based architecture, add functionality and re-develop the Business & Investment section to provide an improved user experience for potential investors and current business owners.

The new website design for the Municipality of East Hants will ensure effective and efficient communication, clear pathways to important content, and improve service delivery with residents, Councilors, visitors, businesses and investors.

The re-designed website should engage visitors by presenting attractive visual images, natural navigation, and concise messaging, while at the same time increasing functionality and ease-of-use. The improved website must meet the diverse demographic needs of site visitors, including those with basic technical skills, and include plain language.

The new website will be a resource for existing residents to better access information and services they need, as well as a tool for attracting new residents, businesses and visitors to the region.

WEBSITE AUDIENCE

- Current residents of East Hants who require services from the Municipality
- Current business owners in the municipality
- People looking to do business, invest or shop in East Hants
- Recreational & Tourism Users

NEW WEBSITE OBJECTIVES/PROJECT COMPLETION

The Municipality of East Hants will be responsible for the technical build of the website, based on the advice, deliverables and components outlined below, from the successful proponent. The website that the Municipality will build, will make use of the deliverables to produce a website that performs in the following ways:

- **Full mobilization of the site**
 - Mobile and tablet designs from the successful proponent must be provided in addition to desktop designs
- **High functionality/usability for the User**
 - Fewer clicks to get from A-B
 - Intuitive and clear paths for visitors to find the information they are looking for
- **Accessibility**
 - To ensure the Municipality's web presence meets the latest Web Content Accessibility Guidelines (WCAG). WCAG 2.1 Level AA

To meet our goals, the Municipality of East Hants expects the finished re-designed site to be:

- Fully accessible to WCAG 2.0 Level AA standards
- Functional for all audiences regardless of age, technical skills, or barriers they may have
- Appropriate for a municipal government
- Visually pleasing with modern and clean designs
- Informative and concise
- Reflective of our diverse communities and capturing the culture of East Hants

EXPECTATIONS OF SUCCESSFUL PROPONENT

The Municipality of East Hants expects the successful proponent to provide:

- An audit of our site/current content:
 - Review of Google Analytics data collected from current site to determine what content/elements are useful and what is extraneous
 - Advice and recommendations on content that should be removed from site
 - Plan for reorganization of remaining content
- Full content wireframe for website
 - Based on services and best practices for a municipality
 - Including the use of drop-down menus
- Multiple design templates
- Consistent presentation across the website
 - Complete new design for the front-page layout
 - Complete re-design of appearance and elements of entire site based on user data/behaviour gathered through analytics from current site
 - Design should be informed by current best-practices in web usability
- An Accessibility Plan
 - Guide for bringing site to WCAG 2.0 Level AA standards
 - Guide for how to make future content accessible
 - New design must accommodate accessibility options: Fonts/colors/Titles/etc.
- A plan for an archival system
 - Plan should include recommendations for when to archive materials and how/if those materials should remain accessible to the public
- SEO advice for specific pages Maintenance strategy
 - A plan for ensuring the website is maintained to the highest standard

Be honest! We want to hear an explanation of what our current challenges are - and how your organization can provide support.

TEAM ROLES

The successful proponent will be responsible for delivering:

- Templated designs
- Maintenance Package
 - Instructions on how to maintain the site for optimal performance and accessibility
 - Instructions/advice on archival material
- Wireframe of content
- An analytics report on use of current site
- A list of content that should be removed
- A list of content that should be archived

The Municipality will be responsible for:

- Providing access to all website content
- Building the site in a content management system

There will be several intake/evaluation meetings with successful proponent to outline issues/problems we want solved with the site. The ideal working relationship with the successful proponent will include the vendor working independently, with the Municipality providing guidance on project goals and milestones. There will be several initial intake meetings between the successful proponent and the Municipality to discuss the project needs and objectives in more detail and to ensure each partner is clear on their role, expectations, and deliverables. Following the initial meetings, the Municipality and successful proponent will have multiple periodic check in opportunities to confirm objectives are being met and issues resolved. These meeting will be scheduled by both parties and either party can request additional meetings as-needed. The Municipality will keep regular availability for questions and information requests from the successful proponent between meetings.

PERFORMANCE SPECIFICATIONS

Performance will be measured by meeting milestones in the agreed upon schedule between the Municipality and the vendor.

- Current site analytics review and content audit
- Design mock-ups for review and approval

NEW WEBSITE WISH LIST

The following is a list of options or possibilities that the Municipality of East Hants would like to pursue with the website re-design.

- Quick access to the most searched/popular pages through a front-page template
 - Base this on analytics
- Revised mega menu
- Accessibility Suggestions:
 - Different sized fonts
 - Option to translate into different languages
 - Able to change page color from light to dark - contrast/colour adjustment
 - Make 'Calls to Action' more accessible
 - A page for people who encounter a barrier to report it (so we are able to action accessibility issues)
- An improved section for news and updates
 - A place for news and important updates to go on the front page
 - A plan to have these archived properly when they are no longer needed

- Removal of PDF's unless needed

B. MATERIAL DISCLOSURES

The material disclosures that apply to this RFP, if any, are set out below.

- The Municipality of East Hants is budgeting \$86,000 + HST for the website re-design.

The pre-conditions of award that apply to this RFP, if any, are set out below.

- N/A

C. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this RFP, if any, are set out below.

- N/A

D. RATED CRITERIA

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

Rated Criteria Category	Weighting (Points)	Minimum Threshold
D.1 Team Overview & Project Plan	50 Points	40 Points
D.2 Examples, and References	30 Points	N/A
D.3 Project Schedule	10 Points	N/A
Pricing	10 Points	N/A
Total Points	100 Points	N/A

The intent of this RFP is to identify the best fit for East Hants in completing this redesign of our website. Proponent's will demonstrate in their proposal how they will complete the services, their qualifications to complete the services, and on what schedule they intend to do so.

In delivering the services, we are looking for our partner to be invested in our success and to provide an honest assessment of where we are today. While the RFP will not complete that assessment, we want proponents to consider carefully what we are asking of them and respond to this RFP with their plan to get us where we need to go.

While there is no page limitation on the RFP responses, please make an effort to include information relevant to your response and to avoid boilerplate where possible. We really want to understand your approach to and your qualifications to complete this project.

D.1 Team Overview & Project Plan

Each proponent should provide the following in its proposal:

- a brief description of the proponent's team to be used for this project;

- (b) a description of the services the proponent has previously delivered and/or is currently delivering to other clients, with an emphasis on experience relevant to the Deliverables;
- (c) the roles and responsibilities of the proponent and any of its agents, employees and sub-contractors who will be involved in providing the Deliverables, together with the identity of those who will be performing those roles and their relevant respective expertise;
- (d) Proponent must be fluent in User Interface Design and concepts such as: interaction design, visual design, and information architecture and must demonstrate its knowledge, skills and expertise in the following areas:
 - Website design
 - Website performance
 - Accessibility
- (e) a description of how the proponent will provide the Deliverables, which should include a detailed work plan on how the proponent will accomplish the deliverables and should outline the key staff, their experience, their expected hours on task, and any other relevant information which demonstrates this team's ability to perform the services;
- (f) Résumés, including an overview of qualifications and experience, of all personnel to be assigned to this project. If certain roles are not assigned at the time the proposal is submitted, list the training and qualifications of the role(s) to be filled.

D.2 Examples & References

Each proponent is requested to provide two examples from clients who have obtained services similar to those requested in this RFP from the proponent in the last **five** years.

Context is important. In selecting examples, choose those that best match the deliverables we are requesting. Provide, to the extent possible, an outline of the challenges the client presented, the analysis done by your firm, they type of solutions provides, and an overview of the results. Provide a link to the finished website.

Provide contact information for the client (client name, contact name, contact's role in the example project, phone number, email address), preferably an employee of the client who was involved in the redesign process and can speak to working with your company. If the client is willing to provide a reference letter, we appreciate that but may still wish to contact the client with additional questions. Ideally the reference will be available between the closing date and the anticipated award date specified in the RFP Schedule.

D.3 Project Schedule

The Municipality of East Hants would like to complete this project as soon as practical but there is no fixed deadline based on funding or other constraints. The proponent will therefore provide a detailed project schedule which list the tasks and activities necessary to complete the deliverables and the date by which they anticipate all services can be completed.

This schedule should also include the proponent's expectation for review and response to questions or options provided by the proponent. Such responses times must be reasonable given the scope of the information to be reviewed.

The Municipality will establish a final schedule with the successful proponent which will form the basis of the Term of the final contract.

The Municipality intends to act on the information provided by the proponent to make changes to their website. The proponent should reserve a small amount of time (two days) for follow-up questions or requests for clarifications



after the initial deliverables have been met. This time would only be invoiced if used. Any time in addition to this reserved time would be invoiced at a rate no more than the prevailing market rate for services of this kind.

