



MUNICIPALITY OF THE COUNTY OF INVERNESS

MCI-RFP-2019-003 – RFP for Consultant Engineering Services



1.0 SCOPE OF WORK

This Request for Proposal (RFP) outlines the requirements of the Municipality of the County of Inverness (Municipality) with regard to engineering services by qualified professional firms and individuals (Proponent) for the provision of consultant engineering services, as detailed, for the Municipality of the County of Inverness.

The Municipality wishes to enter into a two (2) year Standing Offer Agreement (SOA) with up to three (3) qualified consulting engineering firms or individuals for the purpose of providing a full range of consulting engineering services to the Municipality on an as needed basis. The Municipality reserves the right to extend the SAO for a 3rd additional year if necessary. The services to be provided are generally described in this RFP. The specific scope of services to be provided shall be determined on a "project to project" basis based on this RFP.

2.0 INTRODUCTION

Entering into a SOA to work directly with the proponents without the need to prepare separate requests for proposals for each project over the term of the agreement. For each major project, the successful proponents will be invited to submit an estimate of fees and completion schedule for evaluation by staff. Smaller projects and tasks will be allocated among the successful proponents at staff's discretion.

Successful proponents will supplement in-house staff services and having direct access to draw upon industry experience to review, analyze and prepare recommendations, provide quality customer services, effective delivery of projects, consistent and reliable engineering services, refined budgets and supporting documents and drawings.

The Municipality does not guarantee any minimum amount of services to be performed for the duration of the agreement.

This Request for Proposal (RFP) and supporting documents supplied with it define both the form and content required of your proposal. This document is not intended to limit the content of your Proposal, but rather, to provide a common framework for the Municipality to assess each Proposal in a professional manner in a demonstrably fair process. Proponents may provide unsolicited information if considered to be relevant.

2.1 MUNICIPAL OPERATIONS

The following synopsis is intended to give Proponents an overview of the scope and magnitude of operations and infrastructure owned and managed by the Municipality.

The Municipality's Public Works Department provides engineering and public services for the Municipality of the County of Inverness. The department administers and operates the Kenloch Waste Management Facility, the Inverness County Public Works / Municipal Recycling Facility. The department is also responsible for the administration, operation and maintenance of the Municipality's six (6) water systems and six (6) wastewater systems in the communities of Judique, Port Hood, Mabou, Inverness, Whycocomagh and Cheticamp.

Among these regions are six (6) water supplies serviced from eleven (11) groundwater wells, one (1) surface water body and one (1) booster station (Water purchased from the Town of Port Hawkesbury).

Wastewater in the region is managed via approximately 70km of linear collection systems, twenty-three (23) wastewater pumping stations and six (6) wastewater treatment facilities. The majority of the wastewater treatment plants utilize the same technology, either sequencing batch reactors or activated sludge systems with oxidation ditches.

The Municipality provides management services for infrastructure or property controlled or owned by the Municipality. A list of the infrastructure and properties is attached in **Appendix A**.

The Municipality performs curbside garbage/recycling collection. See routes attached in **Appendix B**.

The Municipality also owns and maintains sidewalks in the aforementioned communities.

3.0 SERVICE REQUIREMENTS

The proponents will be expected to become familiar with the Municipality's policies and procedures, organizational structure and operations. In addition, the Proponents will become familiar with the Municipality's infrastructure and strategies. The Proponents will be available on an on-call basis to address any engineering consulting requirements the Municipality may have throughout the term of the Standing Offer Agreement. The services to be provided during the two (2) year period are generally summarized in the following subsections.

3.1 Advisory and Specialist Services

- General consultation and advice;
- Technical research and investigation;
- Feasibility and technical reports including storm water management plans, pollution abatement studies, transportation studies, grading & steep slope studies and other studies related to municipal operations and development applications or proposals;
- Subdivision Development Reviews, pertaining to road, sewer, storm water and water designs;
- Environmental investigations including Impact Assessments, Audits, Receiving Water Assessments; geo-technical studies and investigations;
- Preliminary inspection, testing, data analysis and interpretation, including groundwater monitoring;
- Infrastructure and property inspections complete with reports, see Appendix A;
- Mentoring both the Director of Public Works and the Working Supervisor with regards to design and project management in order to provide autonomy to the Public Works Department;
- Project Management.

3.2 Design Services

- Pre-design & design briefs;
- Development of design alternatives and subsequent evaluation and recommendations;
- Liaison with regulatory agencies;
- Preparation of detailed drawings;
- Preparation of contract documents including tenders and pre-purchasing/pre-qualification documents;
- Preparation of technical specifications;
- Preparation of capital and operating cost estimates.

3.3 Construction Implementation Services

- Construction implementation services include contract administration and resident inspection, although services required will vary greatly depending on the nature of the project or facility. Construction Implementation services can include, but are not limited to, the following:
- Tender call services including:
 - ◆ Preparation of tender/bid documents;
 - ◆ Conducting tender calls and issuing addenda as required;
 - ◆ Evaluation of bids and subsequent recommendation regarding award.
- Assisting in obtaining regulatory approvals;
- Site inspection and compliance monitoring, including start-up and commissioning of facilities;
- Maintaining quality assurance programs, including monitoring and approving test procedures;
- On site liaison with project stake-holders, public, regulatory agencies, etc.;
- Contract administration, including review of insurance, contract security,
- Warranties and other requirements for compliance with contract documents;
- Shop drawing review;
- Services related to the work in progress, including:
 - ◆ Recording contractors' progress and maintaining project logs and other records;
 - ◆ Construction meetings and record of minutes;
 - ◆ Monitoring construction methods and techniques;
 - ◆ Recording details of construction and preparation of record drawings;
- Reviewing and approving certificates related to payment and completion;
- Substantial and total completion inspections including preparation of deficiency lists and approving corrections;
- Monitoring of contract warranties;
- Negotiations and recommendations relating to change orders.
- Monitoring the construction of municipally approved subdivisions, pertaining to road, sewer, storm water and water designs;

3.4 Post Construction Services

- Scheduling and monitoring commissioning of facilities;
- Preparation of O&M Manuals;
- Operator training and consultation after completion;
- Monitoring facilities and operations during warranty period.

4.0 DELIVERABLES

4.1 Certificate of Compliance

Proponents shall provide the Municipality a copy of their current Certificate of Good Standing from Engineers Nova Scotia and other applicable licensing boards with their proposal.

The successful proponent will be expected to supply other information if requested such as proof of good standing with Workers' Compensation Board.

4.2 Insurance & Liability Requirements

Proponents shall provide guarantee of the following insurance coverage:

- Commercial general liability insurance, two (2) million per occurrence, for all operations and activities of the consultant; including the Municipality as an additional insured;
- Professional liability insurance, professional liability insurance with a minimum coverage of at least one (1) million.
- Automobile liability insurance with a minimum coverage of at least two (2) million per occurrence.

5.0 SUBMISSION AND EVALUATION

5.1 Submission of Proposal

- The RFP closing date and time is **Friday, February 8th, 2019 at 2:00pm local time.**
- The RFP closing location is the...
Municipal Office Building, 375 Main Street, PO Box 179, Port Hood, Nova Scotia, B0E 2W0
- Proposals sent by post and courier should be clearly identified as to contents and directed to the attention of **Aaron MacDonald, Procurement Specialist.** Mailed and couriered items must be received prior to **Friday, February 8th, 2019 at 2:00pm local time.**
- Proposals may be amended or withdrawn by post, courier or email, if received prior to the closing. Amendment of individual price items is the only acceptable price amendment. Amendments shall not disclose either the original or revised total price. Amendments or withdrawals will be clearly identified as such.
- A minimum of two (2) paper copies and one (1) digital copy of the proposal shall be submitted.
- Late proposals shall be returned unopened.
- There will be no public opening of RFPs.
- All proposals shall be and remain irrevocable unless withdrawn prior to the designated closing time.
- Contact information for all communications and questions for clarification regarding the contents of this RFP shall be forwarded by letter or e-mail to the individual noted below:

Aaron MacDonald, Procurement Specialist
375 Main Street, PO Box 179
Port Hood, Nova Scotia
B0E 2W0
E-mail: aaron.macdonald@invernesscounty.ns.ca
Telephone: 902-787-3518

- All requests for clarification must be received in writing at least four (4) working days prior to the closing date to allow written clarification to be issued to all respondents. Verbal responses are only binding when confirmed by written addenda.

5.2 Proposal Content

Proposals should be detailed enough to demonstrate how the Proponent's expertise, staff, and resources best meets the needs of the Municipality as described in this RFP.

When detailing expertise, the Proponents shall reference their expertise as it pertains to the Scope of Work provided, tailoring it specifically to the operations of the Municipality.

The proposal shall include the following information:

- Corporate background;
- Corporate procedures;
- Current total staffing and clients;
- Summary of related municipal experience (maximum 5 pages);
- Corporate Organizational Chart;
- Current Certificate of Good Standing from the Engineers Nova Scotia and other applicable licensing boards;
- Completed "Recent Experience Summary Form" (see **Appendix C**);
- Hourly rates for staff complement ;
- CV of all principal staff;
- CV of staff and resources that are proposed to have direct responsibility to principal staff (maximum one page per person).

All CV's shall, at a minimum, contain the following information:

- Name and credentials;
- Training and Experience;
- Position in Firm;
- Proposed relationship with client;
- Individual fee scale;
- Anticipated general field of activity with the Municipality;
- Area of practice in the firm;
- Back up personnel to support principal staff during absence or staff turnover.

On the contrary, the Proponents shall specifically list the areas of expertise, as it pertains to the Scope of Work, they are deficient in, and detail how they plan to accommodate these deficiencies.

5.3 Evaluation Process and Criteria

All submissions received prior to closing will be evaluated according to the procedure outlined in this section.

A review panel consisting of Municipal Staff and an external engineering advisor will evaluate all proposals using the criteria below. The Review Panel shall score all firms as per the criteria, with highest scoring firm being recommended to Council for approval.

Proposals will be evaluated and ranked according to the following criteria:

- **Corporate — 15%**
 - ◆ Managerial ability;
 - ◆ Corporate stability;
 - ◆ Professional integrity;
 - ◆ Quality control procedures;
 - ◆ Unique/innovative corporate features.

- **Technical Ability — 50%**
 - ◆ recent experience (firm and personnel);
 - ◆ proven ability;
 - ◆ technical resources;
 - ◆ human resources and qualifications of key personnel, including back up personnel.

- **Communication/Reporting — 10%**
 - ◆ proponents will be evaluated on the basis of communication and reporting procedures, as well as availability of key staff;
 - ◆ Interview (if required).

- **Quality of Proposal — 5%**
 - ◆ level of effort, presentation, thoroughness, etc.

- **Price — 15%**
 - ◆ Comparison of fee scales

- **Location — 5%**
 - ◆ Proximity to the Municipal Office

The Municipality reserves the right to interview any or all proponents, and the results of the interview to form part of the evaluation criteria.

6.0 TERMS AND CONDITIONS

6.1 Agreement

By submitting a proposal in response to this RFP, the Proponent agrees to abide by the terms and conditions outlined in this RFP. All proposals shall remain irrevocable unless withdrawn in writing prior to the designated closing time.

Notice in writing to a proponent of the acceptance of its proposal by the Municipality will constitute a contract for the goods and services.

6.2 Costs

The scales submitted in accordance with this RFP will be used to assist in value judgments for a comparative analysis of similar resources. The successful firm will be retained, wherever possible, on a project basis, with budgets submitted prior to the start of work and approved by the Municipal Engineer or their designate.

6.3 Procurement of Services

If a project is outside of the expertise, as deemed by the Municipality, for which the successful firm has been hired, procurement of engineering services will be guided by the existing purchasing policy for all services.

The Municipality reserves the right to request for proposals for any services estimated by the Municipal Engineer or designate to be valued greater than \$50,000.

6.4 Privilege

The Municipality reserves the right to:

- Suspend or cancel the RFP at any time for any reason without penalty.
- Reject any or all proposals, not necessarily accept the lowest proposal, or to accept any which it may consider being in the best interest of the Municipality. The Municipality also reserves the right to waive formality, informality or technicality in any proposal.
- In the event that a number of submissions are substantially the same amount or score, the Municipality may, at its discretion, call upon those Bidders to submit further bids.

6.5 Confidentiality

This document may not be used for any purpose other than the submission of a proposal.

By submitting a Proposal, the Proponent agrees to public disclosure of its contents subject to the provisions of the Municipal Government Act relating to Freedom of Information and Protection of Privacy. Anything submitted in the Form of Proposal that the proponent considers being "personal information" or "confidential information" of a proprietary nature should be marked confidential and will be subject to appropriate consideration of the Municipal Government Act as noted above.

The work described in this RFP is being conducted with public funds, and the fees and expenses proposed in the Proponent's submission will be made public.

6.6 Law

The law applicable to this RFP and any subsequent agreements shall be the law in force in the Province of Nova Scotia.

In responding to this RFP, Proponents warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders. Respondents must agree to indemnify the Municipality and its employees if they fail to comply, and the Municipality reserves the right to cancel any agreement arising from this RFP if the proponent fails to comply with the above.

The selected firm shall indemnify the Municipality, its officers and employees against any damage caused to the Municipality as a result of any negligence or unlawful acts of the successful proponent or its employees. Similarly, the successful proponents shall agree to indemnify the Municipality, its officers and employees against any claims or costs initiated by third parties as a result of any negligence or wrongful acts of the successful proponent or its employees.

6.7 Proposal Submission and Evaluation

6.7.1 Proposal Preparation

All expenses incurred in the preparation and presentations of the response to this RFP are entirely the responsibility of the Proponent. This includes but is not limited to labour, materials and the cost of site visits if applicable.

6.7.2 Method of Submission

Facsimile or telephone responses will not be considered.

6.7.3 Completeness

It is the Proponent's responsibility to ensure that their proposal is complete and is delivered to the Municipality by the date and time indicated. Proposals submitted after the above noted time will be returned unopened.

6.7.4 Conflict of Interest

The Municipality reserves the right to disqualify bidders if there is an existing or recent business or personal relationship which can be perceived as causing a conflict of interest.

Proposals shall contain a declaration of conflict of interest, and describe how the Proponent is to deal with that conflict of interest. An example of a potential conflict of interest is the review of Subdivision Developments that have been designed by the Proponent.

6.8 Data

All data materials, and information collected and work products created (i.e. drawings, calculations, reports) either directly for, or in support of the work outlined in the RFP is the property of the Municipality.

The successful Proponent is expected to submit both paper and digital copies (.pdf) of all work completed to the Municipal Engineer or their designate.

The consultant shall not be permitted to publish or in any way use said information without the expression or final approval of the Municipality of the County of Inverness.

6.9 On-going Projects

If Proponents are currently doing work with the Municipality, they are to outline the work being undertaken in order to ensure that there is no overlap on existing work and potential project management requirements.

6.10 Payment

Reimbursement will be on a monthly basis. The invoices will be based on project budgets submitted prior to the start of work and percentage of completeness, where ever possible. The Consultant is to submit a completed "Progress Claim" form provided by the Municipality with the Consultant's invoice attached. Payment requests submitted without this documentation will not be accepted.

6.11 Contract

The successful Proponent shall enter into a contract within 30 days of award. The contract shall be based upon the Association of Canadian Engineering Companies — Canada, DOCUMENT NO. 31 — 2009, ENGINEERING AGREEMENT BETWEEN CLIENT AND ENGINEER.

6.12 Exclusion Clause

Except as expressly and specifically permitted in these instructions to proponents, no proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in this RFP and by submitting a proposal, each proponent shall be deemed to have agreed that it has no claim.

Appendix A - Infrastructure and Properties

Note: The purpose of this list is to provide a general sense of Municipal assets and infrastructure. This list is not all-inclusive.

Buildings

- Municipal Office
- Public Works/Municipal Recycling Facility
- Kenloch Waste Management Facility
- Community Services Building, Port Hood
- Former Strait Regional School Board Facility

Fleet – (Not All-inclusive)

- Light Duty Vehicles – 10
- Bobcat / Skid Steer – 4
- Garbage Collection Packers – 4
- Misc. Trailers – 5
- Backhoes – 3

Roads / Sidewalks

- Mountainview Rd., Creignish
- Clan Ranald Extension, Port Hood
- Sidewalk Maintenance in Port Hood, Mabou, Inverness & Cheticamp

Water Utility

- Judique WTP
- Port Hood WTP
- Mabou WTP
- Inverness WTP
- Cheticamp WTP
- Whycomomagh WTP

Wastewater

- Judique WWTP
- Port Hood WWTP
- Mabou WWTP
- Inverness WWTP
- Cheticamp WWTP
- Whycomomagh WWTP
- Approx. 25 lift stations

Appendix B - Curbside Collection Schedule

ZONE 1	North Inverness
MONDAY	Margaree Harbour-Dunvegan-Margaree Forks, S.W. Margaree to Scotsville
TUESDAY	Margaree Forks to County Line, Egypt Rd. Margaree Valley, Margaree Center Big Interval
WEDNESDAY	Cheticamp Island, Grand Etang, ST. Joseph Du Moine, Belle Cote, E. Margaree
THURSDAY	Petit Etang, Belle Marche, Plateau
FRIDAY	Cheticamp

ZONE 2	Central Inverness
MONDAY	Inverness, Foot Cape, Broad Cove Banks Strathlorne
TUESDAY	Port Hood, Route 19 (Mabou to Judique North), Shore Road (Port Hood to Judique), West Mabou to Carmen Campbell's (Hunters Rd)
WEDNESDAY	Inverness to Dunvegan, East and West Lake Ainslie
THURSDAY	Whycocomagh, TCH to County line, Little Narrows Road, Whycocomagh to Mabou, West Mabou Colindale, Black River
FRIDAY	Mabou, Mabou Harbour, Glencoe Station, Glencoe Mills, Mabou Ridge, Pleasant Bay

ZONE 3	South Inverness
MONDAY	Route 19 (Judique North to Creignish) Hillsdale, Centennial, Chisholm Rd. MacLean Rd., Route 19 (Creignish to Port Hastings) General Line
TUESDAY	Princeville, Long Stretch Rd., Pleasant Hill, Charles MacLean Rd., Route 4 (Cleveland to Port Hawkesbury), S.S. River Denys, Crandall Rd., West Bay Rd.
WEDNESDAY	Port Hastings, TCH (Port Hastings to Orangedale Rd.) MacIntyre Mtn. Rd.
THURSDAY	West Bay, Marble Mtn., Orangedale, Alba

Appendix C - Recent Experience Summary Form

Consultant: _____

Project Name		Location	
Year Completed	Consultant Fee Value	Construction Value (if applicable in thousands)	Category of Service
Owner/Client:			
Description:			

Project Name		Location	
Year Completed	Consultant Fee Value	Construction Value (if applicable in thousands)	Category of Service
Owner/Client:			
Description:			

- References may be requested for any of these projects listed.
- List Category of Services as *Advisory, Design, Construction or Post Construction*
- Copy additional sheets as required.

Appendix C (cont'd) - Recent Experience Summary Form

Consultant: _____

Project Name		Location	
Year Completed	Consultant Fee Value	Construction Value (if applicable in thousands)	Category of Service
Owner/Client:			
Description:			

Project Name		Location	
Year Completed	Consultant Fee Value	Construction Value (if applicable in thousands)	Category of Service
Owner/Client:			
Description:			

- References may be requested for any of these projects listed.
- List Category of Services as *Advisory, Design, Construction or Post Construction*
- Copy additional sheets as required.