

*Stanley Bridge • Hope River • Bayview • Cavendish • North Rustico*



**RESORT MUNICIPALITY OF STANLEY BRIDGE, HOPE RIVER, BAYVIEW, CAVENDISH and NORTH RUSTICO**

**(herein referred to as “the Resort Municipality”)**

**Request for Proposals**

Engineering Services

FIVE YEAR STANDING OFFER AGREEMENT

April 1, 2019

**A. INTRODUCTION**

The Resort Municipality of Stanley Bridge, Hope River, Bayview, Cavendish and North Rustico (the “Resort Municipality”) was created in 1990 by the *Municipalities Act* and is a municipality located on the north shore of Prince Edward Island with a population of 280. The community has a total land area of 38.04 square km, running in a relatively narrow strip along the coast of the Gulf of St. Lawrence from Rustico Bay in the east to New London Bay in the west. The summertime population balloons to several tens of thousands which typically includes seasonal residents, tourists and short term visitors.

The Resort Municipality employs a full-time Chief Administrative Officer and an administrative assistant. The Resort Municipality operates a waste water treatment system and contracts it’s operational and maintenance services out to a local contractor. The Resort Municipality does not have a professional engineer on staff.

Currently, the Resort Municipality has one aerated lagoon and four storage lagoons, 13 lift stations, along with approximately 14 kilometers of sewer mains and a blower house. The Resort Municipality also has several kilometers of sidewalks and walking trails and owns and/or operates two parks and some service buildings. The Resort Municipality office is housed in rented facilities in Cavendish.

The Resort Municipality invites engineering firms and/or engineering consultants (hereinafter referred to as the “Proponent”) to submit a proposal for the provision of Engineering Services to the Resort Municipality for a 5 year period, in accordance with the requirements set forth in this Request for Proposals (“RFP”).

Entering into a Standing Offer Agreement (the “Agreement”) will allow the Resort Municipality’s staff to work directly with the Proponent without having to prepare separate requests for proposal for each project over the term of the Agreement. In addition, Resort Municipality staff and the successful Proponent’s organization will be able to foster a relationship where creativity and innovation will support the Resort Municipality’s long-term strategies and plans while maintaining balanced and sustainable decision making in the present day.

**B. OVERALL PROJECT SCHEDULE**

The following is the planned schedule for the process in the selection an engineering firm. These dates are to be considered tentative and as such are subject to change.

RFP Issued	April 1, 2019
Last Date for Inquiries	April 15, 2019 – 4 pm
Last Date for Addenda	April 17, 2019
Responses Due	April 29, 2019 - Noon
Notification of Successful Proponent	May 28, 2019
Execution of Agreement(s) between the Resort Municipality and the Successful Proponent	June 30, 2019 or prior

### **C. SCOPE OF WORK**

The successful Proponent will supplement the Resort Municipality's in-house staff services and will engage directly with Resort Municipality staff to provide industry expertise in reviewing, analyzing and preparing recommendations and in providing quality customer services, effective delivery of projects, consistent and reliable engineering services, refined budgets and supporting documentation and drawings.

The successful Proponent will become familiar with the Resort Municipality's policies and procedures, organizational structure and operating and software systems. In addition, the successful Proponent will become familiar with the Resort Municipality's infrastructure, master plans and strategies. The successful Proponent will be available on an on-call basis to address any engineering consulting requirements that the Resort Municipality may have throughout the term of the Agreement.

Work under the Agreement will include studies, modeling, design and engineering (from preliminary design through detailed design), tendering, construction, inspection and preparing record drawings for approved projects. Projects include, but are not limited to:

#### **Surveying**

- Horizontal/Vertical Alignments
- Baseline Surveys
- Topographic Surveys

#### **Utilities Systems**

- Concept/Design
- Estimating/Budgeting
- SCADA

#### **Transportation Systems**

- Sidewalk design and installation

#### **Project Management**

- Tender Document Prep.
- Project Scheduling
- Inspections

#### **Parks and Trails**

- Concept/Preliminary Design
- Modeling

#### **Resort Municipality Buildings**

- Life cycle analysis and planning management

#### **Miscellaneous Studies/Projects**

- Site Investigation and Geotechnical Studies
- Document Development/Drafting
- Electrical, GIS.
- Data Base and collection of information

The successful Proponent must be able to provide innovative, timely, cost-effective and flexible solutions that meet the needs of the present and build upon meeting the future needs of the Resort Municipality. The Proponent shall identify sustainability practices that will be incorporated into work required for the Resort Municipality.

**D. PROPOSALS**

The proposal shall adhere to the format and provide responses to the criteria as outlined in this Section D. Please note that for those Proponents who are using sub-consultant services, the information and requirements must be completed for both the Proponent and the subconsultant(s).

Incomplete proposals, proposals which do not comply with all the requirements of this RFP, proposals which contain false information and proposals which do not provide sufficient information to permit a full evaluation may not be considered by the Resort Municipality.

**1. Letter of Transmittal:**

A letter of transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal.

**2. Executive Summary:**

An Executive Summary identifying pertinent points in the proposal that the Proponent wishes to highlight.

**3. Corporate Profile:**

A brief corporate profile to cover the Proponent's history, office locations(s) and individuals(s) who will be assigned to lead the project team. The corporate profile should also include the corporate operating philosophy. The same information must be provided for any subconsultant(s).

**4. Proponent's Team:**

Proponents are to clearly identify each member on the project team and describe the involvement they will have on the team. A personal resume must be included for each team member, complete with a description of that person's experience. The Proponent should identify the team member(s) that will be the primary client contact(s).

**5. Proponent's Experience and Expertise:**

The Proponent will provide a list of projects completed over the past five (5) years starting with the most recent. Proponents planning to utilize sub-consultant services shall provide a similar list for each sub-consultant.

Proponents that have experience with standing offer agreements, specifically with municipalities, shall provide a comprehensive list that will identify the client/municipality, the year the agreement was commenced and whether the agreement is still active or has concluded. If the agreement has concluded, please provide a brief description of the reason.

**6. Ability to comply with Identified Requirements:**

Proponents will identify and detail their ability to satisfy all aspects outlined in the “Scope of Work” section of this RFP (Section C).

**7. Value-Added Commitment to Service:**

Proponents are required to include information in the proposal that:

- Identifies what makes the Proponent’s commitment and services through an Agreement uniquely suited to the Resort Municipality.
- Proposes a methodology and identifies solutions complete with examples of how they have addressed project challenges within a municipal environment.
- Identifies what the Proponent has to offer as a value-added commitment(s) that will directly benefit the Resort Municipality.

**8. Costs of Service/Cost Benefits Analysis:**

Proponents are required to provide the following:

- A proposed Five (5) year Agreement schedule of fees for service, disbursements and travel expenses for each member identified as part of the project team.
- A proposed methodology for managing and charging out time on projects and day-to-day requests for the Resort Municipality.

**9. References:**

The Proponent shall include a list of three (3) relevant references with the proposal package. Each of the references shall include the complete client name, contact person and the contact person’s title, email and phone number.

**10. Insurance, Professional License(s) and Affiliations:**

The Proponent shall include a Certificate of Insurance issued by its insurance broker. The Proponent shall provide under its letterhead, dated and signed, a list of all registered professional licenses and affiliations with other organizations.

**E. ADDITIONAL REQUIREMENTS**

**1. Proponents to ensure they understand RFP**

It is the Proponent’s responsibility to ensure that it has all the necessary information concerning the intent and requirements of this RFP, and to seek clarification of any matter it considers to be unclear before submitting a proposal. The Resort Municipality is not responsible for any misunderstanding of this RFP on the part of the Proponent.

## 2. **Inquiries**

No Proponent can claim any advantage from any error, inconsistency, or omission in this RFP. Any Proponent who has questions as to the meaning of any part of this RFP or the project, or who believes the RFP contains any error, inconsistency, or omission should submit an inquiry requesting clarification, interpretation or explanation to the Resort Municipality at the following address, on or before 4 p.m .ADT on April 15, 2019:

Resort Municipality  
7591 Cawnpore Lane  
R.R. 2  
Hunter River, PE, C0A 1N0  
Attention: Brenda MacDonald, CAO

Telephone: 902.963-2698

Fax: 902.963-2932

Email: [resortmunicipal@eastlink.ca](mailto:resortmunicipal@eastlink.ca)

The Resort Municipality reserves the right to distribute any or all questions and answers to any other potential Proponents.

## 3. **Oral Information**

No information given orally by the Resort Municipality or by means of email or telephone will be binding, nor will it be construed to change the requirements of the RFP in any way.

## 4. **Information Received from the Resort Municipality**

Any documentation or information obtained by the Proponent from the Resort Municipality in connection with this RFP is the property of the Resort Municipality and must be treated as confidential unless the information is otherwise available to the public. Such documentation and information shall not be used for any purpose other than replying to this RFP and the fulfilment of any subsequent Agreement. Upon request of the Resort Municipality, all such documents and information shall be returned to the Resort Municipality.

## 5. **One Proposal**

Proponents may not submit more than one proposal. Proponents may, however, include options and alternatives in their proposal.

## 6. **Irrevocable Proposal**

The proposal submitted is irrevocable by the Proponent and will remain in effect and open for acceptance by the Resort Municipality for a period of 60 days after the last day for the submission of proposals.

**7. Disclosure of Proposals**

Proposals submitted in response to this RFP will be opened by the Resort Municipality's Chief Administrative Officer, or her designate, in the presence of at least one witness. A list of submissions will be available to the public and to the Proponents upon request. Proposal details will be shared with the Mayor and Council.

**8. No Liability for Expenses**

If any proposal is not accepted, the Resort Municipality will not be liable for any costs or damages incurred by the Proponent including, without limitation, any expenses incurred in the preparation and submission of the proposal or the preparation of and performance of any presentations or demonstrations.

**9. Verification**

The Resort Municipality reserves the right to verify any information provided by a Proponent by whatever means deems appropriate, including contacting references other than those offered, and to reject any such information if, in the judgment of the Resort Municipality, such information is not verifiable.

**10. Misleading Information**

If there is any evidence of misleading or false information having been given, the Resort Municipality may, at its sole discretion, reject a proposal.

**11. Conflict of Interest**

The Proponent is required to disclose any real, apparent or potential conflict of interest that comes to its attention in preparing its proposal, during the evaluation, or during the term of any Agreement. The Proponent shall accept any determination by the Resort Municipality, including any requirements to withdraw from the RFP process or the resulting Agreement.

**E. AWARD OF PROPOSAL**

The Resort Municipality is not bound to select any proposal and may proceed as it determines, in its sole discretion, following receipt of proposals. The Resort Municipality reserves each of the following rights, each of which may be exercised at its sole discretion, and for whatever reason whatsoever:

1. To reject any or all the proposals;
2. To accept any proposal in whole or in part (including, without limitation, the right to accept none, some or all the optional features or items proposed in a proposal);
3. To accept a proposal that does not satisfy every requirement identified in this RFP; and
4. To terminate this RFP for any reason or no reason.

**F. EVALUATION AND SELECTION CRITERIA**

The Resort Municipality may hold interviews to short list Proponents or make recommendation to the Mayor and Council to award to a Proponent.

The following criteria will be used in evaluating proposals:

<b>Criteria</b>
Proponent's work experience, expertise and ability to comply with all identified requirements within the Scope of Work
Proponent's references/level of client satisfaction (as provided by the Proponent and as independently verified by the Resort Municipality)
Proponent's Corporate and Team Member Experience, Professional Qualifications and Expertise with Municipal Engineering
Adequacy of Professional Liability Insurance
Availability of personnel and location of office
Proposed methodology for managing and charging out time on projects and requests from the Resort Municipality
Quality of the Proposal (i.e.: clarity, consistency, comprehensiveness, and appropriateness)
Fees

**G. FINALIZATION OF CONTRACT**

**1. Agreement to be Finalized**

This RFP and/or the submission of a proposal in response to this RFP will not constitute a binding agreement but will form the basis for the finalization of the terms upon which the Resort Municipality and the successful Proponent will enter into an Agreement and does not mean that the proposal is necessarily totally acceptable in the form submitted.

**2. Ability to Negotiate**

After the recommendation of a proposal, the Resort Municipality has the right to finalize the terms of the Agreement with the successful Proponent and, as part of that process, to negotiate changes, amendments or modifications to the successful Proponent's proposal without offering the other Proponents a similar opportunity to amend their proposals.

**3. Acceptance and Agreement to be in Writing**

The acceptance of a proposal and the reward of any aspect of this project will be made in writing, and only in writing. At that time, the successful Proponent and the Resort Municipality shall enter into discussions to finalize an Agreement. Any reward is provisional until the successful Proponent enters into a written Agreement on terms satisfactory to the Resort Municipality. In no event shall the Resort Municipality be obligated to enter into the successful Proponent's form of contract.

**4. Agreement Terms**

As part of the written Agreement, the Resort Municipality will require both a termination and a non-exclusivity clause, recognizing that there may be instances where the successful Proponent cannot undertake work for the Resort Municipality due to conflicts, government funding requirements, or lack of expertise in a specific area.

**5. Renewal**

The Resort Municipality may offer to renew the standing offer contract for a period up to 3 years by providing written notice to the Proponent within 6 months prior to the natural termination date of the standing offer agreement.

**6. Failure to Enter Written Agreement**

If a successful Proponent fails or refuses to enter into a duly executed written Agreement acceptable to the Resort Municipality within 45 days of the reward, the Resort Municipality reserves the right, at its sole discretion to:

- (a) extend the period for executing the Agreement;
- (b) award the project to the next qualified Proponent;
- (c) not accept any proposals; or
- (d) call for new proposals;

and the defaulting Proponent shall be responsible for all losses, damages, costs and expenses (including legal fees on a solicitor/and/client basis) suffered or incurred by the Resort Municipality as a direct or indirect result thereof.

**H. PROPOSAL DELIVERY INSTRUCTIONS**

The Request for Proposal submission must be signed and submitted in a sealed envelope and mailed or hand-delivered to:

**REQUEST FOR PROPOSALS  
ENGINEERING SERVICES  
Attention: Brenda MacDonald  
Chief Administrative Officer  
Resort Municipality,**

7591 Cawnpore Lane,  
R.R.# 2  
Hunter River, PE, C0A 1N0

The submission shall include four hard copies of the Proposal, along with a digital copy on a flash drive, all in one, sealed envelope.

The Resort Municipality is not responsible for the timeliness of documents delivered nor will the Resort Municipality accept responsibility for receipt of any proposal delivered to a location other than at the specified address and e-mail.

**Late proposals will be returned unopened.**

**I. DEADLINE FOR SUBMISSIONS**

Proposals will be accepted at the Resort Municipality office (address above) no later than 12:00 noon ADT on April 29, 2019.