

## STAFF REPORT

**TO:** Warden and Members of Shelburne Municipal Council

**FROM:** Val Kean, Director of Economic & Community Development

**APPROVED BY:** Warren MacLeod, Chief Administrative Officer

**DATE:** February 28, 2024

**SUBJECT:** **Economic and Housing Development Sewer Services Options Request for Proposals**

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### PURPOSE

To present Council with recommendation for awarding the Economic and Housing Development Sewer Service Options Request for Proposals (RFP) contract.

### RECOMMENDATION

It is recommended to Council that:

The Municipality of the District of Shelburne's award the Economic and Housing Development Sewer Services Options RFP contract be awarded to R.V. Anderson Associates Limited, in the amount of \$58,836, plus HST, funds to come from the Planning General GL #00-21210-301; and,

The Municipality of the District of Shelburne approve the addition of closed-circuit television (CCTV) services to the project deliverables, for an amount of up to \$28,000, plus HST, funds to come from the Economic Development GL #00-26210-050.

### BACKGROUND

At the September 27, 2023, Council approved issuing a Request for Proposal to engage consulting services to explore best practice alternatives to providing sewer and water solutions within municipal boundaries based on our immediate and future economic and housing development goals.

### DISCUSSION

On December 19, 2023, a request for proposal was published to engage engineering consultants to conduct a comprehensive study and provide recommendations for options to expand our ability to provide municipal sewer services. This project aims to explore innovative and cost-effective solutions to add infrastructure for the delivery of services while confirming the sustainability of our community's positioning for economic and housing development opportunities.

The project deliverables, defined below, are the requirements for the execution of this project.

1. Provide technical description engineered design specifications for recommended sewer management methods options at each area of up to four potential development locations.
2. Provide general arrangement sketches and preliminary collection system plans site design for proposed location of sewer management.
3. Provide detailed cost estimates and timeline for engineered design of proposed recommended service option, including initial capital investments, operational costs, and potential long-term savings.
4. Identify human resources, hardware and software systems required for optimal operation of recommended service option.

The RFP closed at 4 pm on Wednesday, February 7, 2024. The RFP was advertised on the Nova Scotia Procurement website as well as our Municipal website and social media. Two submissions were received.

The submissions were reviewed by CAO, Director of Economic & Community Development, Director of Operations & Protective Services, and the Public Works Operator to determine the best candidate. Below are details of the two accepted submissions:

<b>Company</b>	<b>Bid Amount</b>	<b>Bid Score</b>
R.V. Anderson Associates Limited	\$58,836 plus HST	96%
CBCL Limited	\$94,150 plus HST	91.5%

After review and evaluation of the proposals, staff determined the successful proponent to be R.V Anderson Associates Limited.

During the review process discussions were held regarding the benefits of adding video assessment of our existing sewer pipes and it was determined that R.V Anderson Associates Limited could produce additional deliverables to carry out CCTV services. The additional work has been quoted at between \$14,000 and \$28,000 plus HST, depending on our ability to coordinate with the Town of Shelburne to complete a pipe flushing prior to the service. The Public Works Operator indicated it is likely that our timeline can align with their bi-annual flushing schedule.

**BUDGET IMPLICATIONS**

Funds in the amount of \$58,836, plus HST will come from forecasted surplus amounts in the Planning General GL #00-21210-301 and funds of up to \$28,000, plus HST will come from the surplus amounts in the Economic Development GL #00-26210-050, both in the 2023/2024 budget.

**ATTACHMENTS**

1. Request for Proposal – Economic & Housing Development Sewer Service Options



Municipality of the District of Shelburne

**Request for Proposal**

Economic and Housing Development  
Sewer Service Options

Release Date: **Tuesday, December 19, 2023**

Proposals will be received no later than **4:00 pm on Wednesday, February 7, 2024**

## PROJECT OVERVIEW

### Project Intent

The Municipality of the District of Shelburne is currently seeking proposals from qualified firms to conduct a comprehensive study and provide recommendations for options to provide municipal sewer services. This project aims to explore innovative and cost-effective solutions to add infrastructure for the delivery of services while confirming the sustainability of our community's positioning for economic and housing development opportunities.

### Background

The Municipality of the District of Shelburne is one of five unique seaside communities that make up the beautiful landscape of Shelburne County. Conveniently located just two hours from Halifax, along Nova Scotia's beautiful South Shore, the Municipality is currently home to approximately 4,200 residents.

With 100% Fibre-op Internet connectivity, coastal real estate opportunities and modern advancements on traditional industry Shelburne is an ideal place for sustainable commercial and industrial development.

Our tradition of self reliance partnered with new technologies we aim to create a robust economic climate that welcomes new, sustainable development. Through cooperation and strong, progressive leadership we aim to build on our rich history to create a vibrant future.

The Municipality is investing in the opportunity to position and market our beautiful location to attract land developers looking for development opportunities outside of urban centers.

### Scope of Work

To be completed in close collaboration with the designated MDS staff, this RFP includes, but is not limited to the following elements:

- Review all potential development locations, both immediate and future, as identified by MDS:
  - Identify alternative methods and technologies for providing efficient, sustainable, and cost-effective sewer services necessary to support mixed-use development.
  - Conduct a comprehensive assessment of the existing sewer infrastructure to identify areas for expansion to service future development.
  - Evaluate the environmental impact of proposed service options, providing recommendations for sustainable/energy efficient building and operational practices.
  - Ensure that proposed options comply with local, provincial, and federal regulations related to municipal sewer and on-site septic services.

### Project Deliverables

The project deliverables, defined below, are the minimum requirements for the execution of this project. Should the proponent feel that it is desirable to produce additional deliverables, then these should be described explicitly in the proposal.

1. Provide technical description ~~engineered design specifications~~ for recommended sewer management ~~methods options~~ at each area of up to four potential development locations.
2. Provide general arrangement sketches and preliminary collection system plans ~~site design~~ for proposed location of sewer management.
3. Provide ~~detailed~~ cost estimates and timeline for engineered design of proposed recommended service option, including initial capital investments, operational costs, and potential long-term savings.
4. Identify human resources, hardware and software systems required for optimal operation of recommended service option.

### Budget:

The proposal must establish and provide a competitive budget that includes each of the above deliverable categories separately. HST must be included in bid.

Depending on available budget, the municipality reserves the right to negotiate additional work relating to the exploration of providing services, with the successful proponent. For example, the Municipality may choose to further explore the condition of our existing infrastructure.

The Municipality reserves the right **not** to select any proposals in the event the Municipality deems (in its sole discretion) that none of the proposals meets the minimum requirements to fulfill the project deliverables.

## SUBMISSION INSTRUCTIONS

### How to submit a proposal

Proposal can be submitted in one of the following ways:

- a) Email: [val.kean@municipalityofshelburne.ca](mailto:val.kean@municipalityofshelburne.ca)

Proposals shall be received no later than **4:00 pm on Wednesday, February 7, 2024 (Atlantic Standard Time)**.

No proposal or amendment of a proposal shall be considered if received on a date or at a time later than specified in the Request for Proposals. Late proposals will NOT be considered.

The Municipality reserves the right to issue addendum(s), amend the Request for Proposals document or reissue a revised Request for Proposals document.

## Proposal Submission Requirements

Respondents are requested to submit one (1) digital copy via the above email addresses, clearly marked “MDS Request for Proposal, Economic and Housing Development Sewer Services Options” to the contact noted above prior to 4:00 pm, Wednesday, February 7, 2024 (Atlantic Standard Time)

Bidders are solely responsible for the method of conveyance of their proposal to the receiving point.

All proposals shall include the following information:

## Understanding, Methodology and Approach

Respondents should describe their understanding of our desired project outcomes and their expected methodology along with any other relevant attributes of their approach.

## Qualifications and Experience

Provide a general overview of the company.

Submissions shall provide three or more recently completed projects demonstrating the proponent’s abilities, expertise and experience leading a project with a similar scope of work. Each project should outline:

- a) The client’s end goal for the project
- b) Methodology used,
- c) Project outcome; and
- d) Samples of final system designs and site plans
- e) Provide contact information for three client references.

## Firm Identification and Contact

Each respondent should provide their full legal name, if incorporated, and the name, title, address, telephone number and e-mail address of the individual to be contacted with respect to the submission. Responsibility for the submission of a proposal at the proper location within the proper times is that of the proponent submitting the proposal and the Municipality assumes no responsibility.

The proponent submitting a proposal may amend or withdraw his/her proposal subsequent to its submission and prior to the opening of the proposals by submitting a letter of amendment or withdrawal prior to the close of the proposals.

An amendment of proposal shall not disclose the amended total but shall show:  
The part(s) of the proposal to be amended; or the information missing from the Proposal Submission.

If the Proposal and amendment are found to be a valid submission, then the contract price shall be amended to reflect the original proposal document as amended by the proposal amendment.

## OPENING, EVALUATION AND SELECTION PROCESS

### Opening

Since price is not the only criterion on which proposals will be evaluated, there will not be a public opening of proposals.

### Rejection of Proposal Submissions

A proposal submitted in response to this Request for Proposals may be rejected and the proposal not considered if the proposal:

- a) Does not contain any addendum(s) that have been issued by the Municipality
- b) Is the second proposal submitted by the same proponent, in which case all proposals submitted by the submitter shall be rejected;
- c) Omits any information required by, or fails to comply with, any provisions of the Request for Proposals document.

### Evaluation Criteria

Each response to this Request for Proposals shall be evaluated by the Municipality to determine the degree to which it responds to the requirements as set out. All proposals will be evaluated based on the following criteria:

<b>Evaluation Criteria</b>	<b>Score</b>
Understanding, Methodology, Approach	50%
Qualifications, Experience and References	30%
Timeline and Budget	20%
<b>Total Score</b>	<b>100%</b>

In the event that no satisfactory quotations are received, MDS reserves the right to re-issue the project.

Once a conditional award is made, any concerns with the proposal which have been brought out through the evaluation process may be negotiated with the selected proponent. Final award will be subject to satisfactory submission of the Work Plan.

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by MDS. The confidentiality of such information will be maintained by MDS, except as otherwise required 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 MDS to advise or assist with the RFP process, including the evaluation of proposals.

## TERMS AND CONDITIONS

### 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.

### Privilege

The Municipality reserves the right to:

- a) Modify the terms of this RFP at any time at its sole discretion.
- b) Suspend or cancel the RFP at any time for any reason without penalty.
- c) 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.
- d) The Municipality also reserves the right to waive formality, informality or technicality in any proposal.
- e) 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 or to make a presentation to the Municipality.
- f) Award a contract on the basis of the initial offers received, without discussions or requests for best or final offers.
- g) Disqualify bidder(s) 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.
- h) Reject any bidder if after an investigation of the evidence submitted by the bidder fails to satisfy the Municipality that the Proponent is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- i) No term or condition shall be implied, based upon any industry or trade practice or custom, any practice or policy of the Municipality or otherwise, which are inconsistent with the provisions contained herein.

### Confidentiality

This RFP document (including all attachments and appendices) may not be used for any purpose other than the submission of an offer. Proponents shall not use information obtained through the RFP process without written permission of the Municipality.

The successful proponents will be permitted access to files and reports that relate to this RFP. Information pertaining to the Municipality obtained by the successful proponents as a result of this project is confidential and must not be disclosed without written permission of Municipality.

By submitting an Offer, 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 proposal that the proponent considers to be personal information or confidential information of a proprietary nature should be marked confidential



and will be subject to appropriate consideration of the Municipal Government Act as noted above.

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

## 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.

## Payment of Fees

The fees of the consultant will be paid as follows:

50% of total contract at signing  
50% of total contract after completion.

The Municipality shall have the right to withhold, from any sum otherwise payable to the Proponent, such amount as may be sufficient to remedy any defect or deficiency in the work, pending correction of the same. Invoices are to be forwarded to:

Val Kean, Director of Economic & Community Development  
Municipality of the District of Shelburne  
414 Woodlawn Drive  
P.O. Box 280  
Shelburne, NS  
B0T 1W0  
Email: [val.kean@municipalityofshelburne.ca](mailto:val.kean@municipalityofshelburne.ca)

## Subcontractors

Proponents are responsible for obtaining Municipality's permission prior to hiring a subcontractor. The Municipality may, for reasonable cause object to the use of a proposed subcontractor and require the Proponent to employ another subcontractor.

All subcontractors employed by the proponent will be subject to the same terms and conditions of the Contract, and will be under the supervision and control of the Proponent. Nothing contained in the Contract shall create a contractual relationship between the Municipality and subcontractor.

## Contract

The successful Proponent shall enter into a contract within 30 days of award. 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.

Unless otherwise noted in previous sections, the contract will be terminated for any of the following reasons:

- a) Unsatisfactory performance of work,
- b) Conduct detrimental to the Municipality,
- c) Lack of response to work requests,
- d) Evidence of Collusion,
- e) An existing or recent business or personal relationship which could be perceived as causing a conflict of interest.
- f) Becoming insolvent or has filed against a Petition in Bankruptcy or makes an Assignment for the benefit of Creditors or it a Receiver is appointed for its assets.

## Notice to Perspective Proponents

- a) The information contained in this RFP is supplied solely as a guideline for proponents. While every reasonable attempt has been made to ensure its accuracy, the Municipality does not guarantee or warrant its accuracy, nor is it necessarily comprehensive.
- b) By submitting a response to the RFP, the Proponent represents and warrants that such bid is genuine and not false and collusive or made in the interest or in behalf of any person therein named, and that the bidder has not, directly or indirectly, induced or solicited any other bidder to put in a false bid, or any other person, firm or corporation to refrain from bidding, and that the bidder has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder.
- c) If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has in presenting any bid or bids, colluded with any other party or parties, then the contract so awarded shall be liable to the Municipality for all loss or damage which the Municipality may suffer thereby; and the Municipality may advertise for a new contract and for said labour, supplies, materials, equipment or service. Unauthorized conditions, limitations or provisions attached to an RFP may cause its rejection.
- d) The Proponent, by submitting a bid, shall represent and warrant that he / she has sufficiently informed themselves in all matters affecting the performance of the work or the furnishing of the labour, supplies, materials, equipment, or service called for in the quotation documents; that he/she has checked their bid for errors and omissions; that

the amounts stated in his/her bid are correct.

- e) If a written agreement cannot be negotiated within 30 days of notification to the proponent(s) initially selected, the Municipality may, at its discretion, terminate negotiations with the proponent(s) and either negotiate a contract with the next highest qualified proponent or cancel the RFP process and not enter into a contract with anyone regarding the RFP.

## Procurement of Additional Services

The Municipality may procure services from additional Proponents under the following circumstances:

- a) If the project scope is outside the scope of services, as deemed by the Municipality;
- b) If the project is being performed on behalf of a Village or another municipal unit, that Village or municipal unit may invite one service provider of its choosing to bid on that project;

## Proponent Responsibilities

- a) The offer must be signed by the person(s) authorized to sign on behalf of the company and binds the company to the statements made in the proposal.
- b) The Proponent shall confirm in their submission that the Proponent agrees to abide by the terms and conditions outlined in the RFP. Submissions which do not have this confirmation will not be considered.
- c) Proposed subcontractors and or consultants must be listed with attached resumes. A joint proposal submission must indicate which Proponent has overall responsibility for the offer. If a Proponent wishes to submit alternative options, each option is to be submitted as a separate proposal.
- d) The Proponent is entitled to amend its proposal at any time before the closing time. After the closing time, the consultant will not change the wording or content of its proposal and no words will be added to or deleted from the proposal, including changing the intent or content of the presentation of the proposal, unless requested by the Municipality.
- e) The Proponent shall not transfer responsibility to meet the obligations of the contract to a third party without the written consent of the Municipality.
- f) Proponents are solely responsible for their own expenses in preparing the proposal, presentation of the proposal, and any travel costs incurred in presentation and/or interviews and negotiating a contract.
- g) It is the Proponents responsibility to ensure that their submission is complete and is delivered to the Municipality by the date and time indicated. Proposals submitted after the above noted time shall be returned unopened.
- h) 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.

## Data

All data materials, and information collected and work products created 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 digital copies of all work completed to the Chief Administrative Officer 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 District of Shelburne.

## Quotations & Payment

Prices must be in Canadian funds, and shall include all handling, freight, duty, and any other charges, which are applicable at time quotation is awarded. It is the responsibility of the Proponent to find out from the appropriate authorities what rates and charges are applicable to this quotation.

## HST

The quoted prices must clearly show the Harmonized Sales Tax as a separate item from the total price submission.

## Insurance and WCB

The Proponent must provide the Municipality with a copy of a "Certificate of Professional Liability Insurance" prior to commencement of the work. The General Liability Insurance minimum will be one million dollars (\$1,000,000.00) with The Municipality of Shelburne named as additional insured.

The Proponent acknowledges that he/she is an independent Contractor and shall, indemnify, protect and save harmless The Municipality of Shelburne, its agents and employees from all damages, liabilities and claims of whatsoever nature arising out of the furnishing by the Proponent, its agents or employees of the materials and/or performing of the services covered by this RFP. The Vendor remains responsible for maintaining the required insurance even if the certificates are never exchanged and/or requested.

It is also expected that bidders shall be in good standing with the Workers' Compensation Board of Nova Scotia at all times when providing the service outlined herein or, if exempt, provide written proof thereof.

## Inquiries/Contact/Addenda

All inquiries about the RFP must be directed to MDS at least five (5) business days prior to the submission date, (through e-mail, which receipt shall be confirmed) to:

Val Kean, Director of Economic & Community Development: [val.kean@municipalityofshelburne.ca](mailto:val.kean@municipalityofshelburne.ca)

Copies of all questions and answers and any addenda will be uploaded to the Provincial Procurement Website no later than three (3) business days prior to the Final Submission date.

Only formal written responses to properly submitted questions will be binding on the Municipality.

All responses by the Municipality (addenda) will form part of the Request for Proposal process.

Vendors may be advised by addenda, via the website at <https://novascotia.ca/tenders/tenders/ns-tenders.aspx>, of required additions, deletions or alterations in the requirements of the Request for Proposal documents. It is the responsibility of the vendor to check the website to ensure all information has been obtained. All such changes shall become an integral part of the Request for Proposal documents and shall be allowed for in arriving at the total submission price.

### Notification

Submissions will be assessed and proponents may be contacted to answer questions or to present their proposal. The unsuccessful respondents will be informed in writing.

### Contract Award

The award of this RFP is conditional upon the successful respondent entering into an agreement to perform the services and other obligations as required by this RFP.