REQUEST FOR PROPOSALS
RFP-MCC-2401

Community Energy and Emissions Plan



MUNICIPALITY OF THE COUNTY OF CUMBERLAND
UPPER NAPPAN SERVICE CENTRE
1395 BLAIR LAKE ROAD
AMHERST NS B4H 3Y4

CLOSING: 2:00 PM AST, February 5th, 2024

TABLE OF CONTENTS

1.0 INTRODUCTION 2
1.1 Services Required 2
1.2 Background & Context 3
1.3 Project Description 3
1.4 Project Objectives 4
1.5 Project Management 4
2.0 WORK DESCRIPTION 5
2.1 Scope of Work 5
2.2 Deliverables 6
2.3 Project Cost 7
2.4 Consultant's Fees 7
2.5 Proposed Project Schedule (all dates in 2024) 7
3.0 PROPOSALS 8
3.1 Proposal Content 8
3.2 Proposal Submission and Deadline 8
3.3 Proposal Evaluation 9
3.4 Proposal Acceptance 10
3.5 Proposal Validity 11
3.6 Project Contract, Fees, Expenses, & Disbursements 11
3.7 Inquiries and Addenda 11
4.0 GENERAL CONDITIONS 11
4.1 Schedule & Cost 11
4.2 Personnel 12
4.3 Sub-Consultants 12
4.4 Confidentiality 12
4.5 Ownership of Information 12
4.6 Successful Consultant's Responsibility 12
4.7 Insurance 13
4.8 Regulations 13
4.9 Payments 13

Request for Proposals
Municipality of the County of Cumberland
Community Energy and Emissions Plan

1.0 INTRODUCTION

In light of our rapidly changing climate and increasing uncertainty about the future of Earth's biodiversity and ecological systems, there is an urgent need to address anthropogenic greenhouse gas emissions on a global scale.

The Municipality of the County of Cumberland (the "Municipality") is listening to the science. We understand the importance of critically reducing our emissions in the next couple of decades. We are developing a Community Energy and Emissions Plan (the "Energy Plan") to help us guide our communities into a sustainable and affordable energy future.

Municipal governments are in a special position, where they can directly impact the day-to-day lives of their citizens, interact and learn from stakeholders in their communities, and make meaningful change at the local level. To assist with the global movement against climate change, the Municipality of must do its part to cut emissions. To do so in an effective, impactful, and efficient manner, we need a plan.

This Request for Proposals is not to be construed as an offer. The Municipality reserves the right not to proceed with any or all aspects of this work without compensation for the expenses of prospective or actual Proponents.

1.1 Services Required

The Municipality requires the services of a qualified consulting firm or consulting team to lead the development of a Community Energy and Emissions Plan.

The Municipality is seeking a consulting firm to lead the following components of the project (a detailed description of these tasks can be found in section *2.1 Scope of Work)*:

- Preparation, situational analysis
- Data collection and update of existing inventories
- Community and Council Engagement
- Cataloguing potential emissions reduction actions
- Setting targets
- Scenario-building and quantitative modelling
- Plan development and writing
- Providing general advice and expertise

Municipal staff will assist with the above tasks as needed and will take the lead on the following tasks:

- Arranging venues, refreshments, and advertising for community engagement
- Consultation with Municipal employees
- Spatial modelling and GIS, as appropriate
- Supplying existing data and access to municipal resources

1.2 Background & Context

The Municipality of Cumberland is a rural municipality with a population of about 20,000 spread between dozens of small communities. The Towns of Amherst and Oxford (both separate municipalities geographically located within Cumberland County), the former towns of Springhill and Parrsboro, which merged with the Municipality in 2015 and 2016, respectively, as well as the Villages of Pugwash and River Hebert, form urban centers for the County. The Municipality has been working to be a "green" municipality and has invested in green energy infrastructure, developed efficient processes, and made smart decisions that benefit the community, economy, and environment.

The Municipality is a member of FCM & ICLEI's Partners for Climate Protection (PCP) program, which is a network of municipalities across Canada working toward mutual knowledge-sharing and emissions reduction, but to date the Municipality has not been very active within the program. It is expected the Energy Plan will enable the Municipality to achieve the second and third milestones in the PCP program. The Municipality's Senior Advisor on Climate Change and Special Projects will be the primary municipal staff resource for the Energy Plan.

1.3 Project Description

The main objective of this project is to develop a Community Energy and Emissions Plan (the "Energy Plan") that lays out a realistic and achievable, yet ambitious, strategy for decreasing the Municipality's dependence on fossil fuel and moving toward a more efficient, affordable, and renewable energy future. The project process should consider the social, environmental, health, and economic benefits of emissions reduction initiatives to create a holistic plan that will help the Municipality and its residents and businesses to thrive in the years to come.

The Energy Plan will include corporate and community emissions reduction

targets and actions and will be designed to later be integrated into existing policy documents. Implementing the Plan will be the joint responsibility of the Municipality, local businesses, industries, institutions, and individuals.

As much as possible, the Energy Plan should align with provincial, federal, and international targets for emissions reduction, including recommendations from the Intergovernmental Panel on Climate Change's *Special Report 15 – Global Warming of 1.5°C* (2018) and subsequent reports up to and including COP28 in 2023.

1.4 Project Objectives

While project outcomes will be adjusted and finalized during the development of the Energy Plan, below is a preliminary list of objectives that the Municipality hopes to achieve:

- Increased community and Council awareness and buy-in
- Potential for emissions reduction
- New relationships and partnerships with community stakeholders, including businesses and community organizations
- Benefits to low-income households
- Potential to address energy poverty
- Benefits to small and local businesses
- Increased opportunities for local clean energy generation
- A plan for an EV Charging Station Network
- Improved energy security
- An accessible and visible Energy Plan
- Economic viability of the Plan
- Potential for local economic development and job creation
- Increased local capacity to deliver projects
- Ambitious targets in line with scientific recommendations

1.5 Project Management

This project is being coordinated by Cumberland's Director of Development and Planning and the Senior Advisor on Climate Change and Special Projects. In addition to the Consultant, the Project Team will include those two individuals, and other Municipal staff assigned to the project. A Steering Committee will be established early on and will be used to advise the Consultant and guide the project.

2.0 WORK DESCRIPTION

2.1 Scope of Work

The Consultant's responsibilities will include but not be limited to the following tasks:

A. *Project Management, Coordination, & Meetings (including virtual meetings)*
Manage and coordinate Project Team. Organize and participate in start-up meeting(s) and in ongoing coordination meetings and reviews as required. The Municipality will assist in coordinating meeting schedules and communication with stakeholders.

B. *Preparation*
In concert with the Project Team, establish a Steering Committee consisting of senior management, elected officials, and key community stakeholders. Coordinate an organizational meeting with the Steering Committee to establish terms of reference and project outcomes and to determine municipal spheres of influence. Create a list of all potential stakeholders.

C. *Situational Analysis*
Research current planning context, including climate and ecosystems, governance structure, demographics, relevant provincial and federal policies, existing Municipal policies and plans, built environment characteristics, transportation systems, and other relevant factors. Identify areas that should be addressed in the Energy Plan, including land use, transportation, buildings (residential, ICI), infrastructure, etc.
Review baseline data collected to date, including a *Community Energy and Emissions Inventory and Mitigation Plan* prepared in 2019/20 by the Sustainability Solutions Group for the former Cumberland Energy Authority (which no longer exists). This Plan was never presented to the Municipal Council and is now outdated, but it does contain information and data that will be useful to the successful Proponent (copies available upon request).

D. *Inventories*
Collect data to update and fill gaps in the Municipality's corporate and community inventories as needed. The Municipality will provide access to its own databases where required. Choose an appropriate baseline year with input from the Steering Committee and based on available data.

E. *Develop and Implement a Comprehensive Council and Community Engagement Strategy*
Develop a strategy for Council and community engagement that allows for appropriate methods of consultation with elected officials community members, local businesses and industries, schools, organizations, and

other identified stakeholder groups. The strategy must allow for consultation with people from a wide range of demographics throughout the Municipality. Municipal staff will participate in and assist with community engagement initiatives and secure venues, provide refreshments, advertise, and coordinate with schools.

F. *Develop Emissions Reduction Targets*
In collaboration with the Steering Committee and based on science, community engagement, and commitments from other levels of government, develop emissions reduction targets for 2030 and 2050.

G. *Create a List of Actions*
In collaboration with Project Team and based on results of community engagement, develop a catalogue of potential short-, medium-, and long-term actions across all sectors that could be implemented in the Municipality to achieve the emissions reduction targets. Actions should align with other community social and economic goals laid out in policy and identified by stakeholders.

H. *Scenario Modelling*
Group potential actions into a number of alternative energy and emissions scenarios. Each scenario should be based on a different theme or area of focus. Use quantitative modelling to determine the energy and emissions impacts of alternative scenarios that will help the Municipality to meet its targets for emissions reduction. Targets will be evaluated against the cost of implementing each of the scenarios, the return on investment, and the local economic impact.

I. *Plan Development*
Develop the Energy Plan, including all elements described in section 2.2 (Deliverables*).* A draft Plan shall be submitted to the Project Team for review.

2.2 Deliverables

The primary deliverable of this project is a Community Energy and Emissions Plan that includes:

- Evaluation of current conditions and emissions
- Summary of public and Council engagement efforts and findings
- Short- and long-term GHG emissions reduction targets
- Concrete and feasible actions for emissions reduction across all sectors
- Economic analysis of the Plan
- Implementation plan and schedule
- Strategy for monitoring and reporting on implementation of the Plan
- Strategy for ongoing monitoring of emissions

- An Executive Summary of the Plan along with a PowerPoint presentation suitable for use with Municipal Council and other organizations.

Another deliverable is an engaged and empowered Council and community that understand the benefits of reducing community emissions and are committed to change. This will be achieved by a well-planned and comprehensive Council and community engagement strategy and thorough execution.

2.3 Project Cost

A project budget and corresponding level of effort for the consulting services and expenses shall not exceed $95,000 CAD, plus HST. The project budget must include separate line items for consulting fees, community engagement initiatives, expenses, and other disbursements including travel. Where practical and effective, it is expected that virtual meetings will be used to reduce travel time and expenses.

Proposals that exceed $95,000 CAD in total cost, not including HST, will be rejected.

2.4 Consultant's Fees

The proposal shall include a schedule of fees and expenses detailing the hourly rates for project team members, an estimate of the amount of time each member will devote to the project, and the resulting cost excluding HST, all subtotaled by task. A breakdown of estimated disbursements and expenses excluding HST shall similarly be included. Fees and expenses for meetings with Municipal staff and stakeholders shall be included in the proposed total cost.

Proponents may also wish to propose a payment schedule for work components or milestones. Monthly progress payments, less a ten percent (10%) holdback on the value of the work, may be disbursed by the Municipality in accordance with its policies and practices as outlined in section 4.9.

2.5 Proposed Project Schedule (all dates in 2024)

Request for Proposals issued	January 8
Deadline for inquiries	January 26
Submission deadline	February 5 at 2:00 pm AST
Award of contract	February 29
Start-up meeting (Virtual)	week of March 4

Stakeholder engagement	TBD
Draft report	July 31
Final report	September 6

3.0 PROPOSALS

3.1 Proposal Content

Proposals shall contain the following information:

- A brief description of the Consultant's understanding of project requirements.
- Consultant's understanding of the scope of work proposed to be carried out, including tasks, steps, and method.
- A statement of any perceived challenges and risks this project may present and how the Consultant intends to mitigate those as part of their process.
- Brief description of the Consultant's organization (corporate profile) and a list of similar projects carried out recently by the Consultant, together with three references.
- Resumes of key personnel to be deployed for the project, as well as an organizational chart for the project team showing lines of responsibility and roles.
- Profile and key personnel of sub-contractors/consultants proposed to be employed for the completion of the project and the scope of work that will be sub-contracted out to them. Sub-consultants shall be subject to the approval of the Municipality.
- A Gantt (or similar) chart showing the project time schedule. Please include a minimum of one (1) week for each client review and acceptance wherever the time schedule requires.
- Consultant's fee and cost breakdown as referenced in this RFP.

3.2 Proposal Submission and Deadline

Proposals marked "Community Energy and Emissions Plan" will be received up until **2:00 pm Atlantic Standard Time, February 5, 2024 (the Submission Deadline)** and must be addressed **either to:**

Shelby Hum, Procurement
Upper Nappan Service Centre
Municipality of Cumberland
1395 Blair Lake Road, Upper Nappan, NS B4H 3Y4
Or to:

Shelby Hum, Procurement
Municipality of Cumberland
procurement@cumberlandcounty.ns.ca

Proponents choosing to submit their Proposal physically to the Upper Nappan Service Centre must submit 3 paper copies and 1 digital PDF copy. The digital copy must be submitted on an appropriately labeled USB drive.

Proponents choosing to submit their Proposal to the email address above must send it as a single digital PDF attachment. Proponents submitting their Proposal by email must request confirmation that the email and attachment have been received, and until such confirmation is provided, must assume their Proposal has not been received. The Municipality's email system does not accept emails larger than twenty megabytes (20 MB).

Proposals received after the Submission Deadline and incomplete Proposals may not be accepted, at the sole discretion of the Municipality.

The opening of the Proposals will not be public. The successful Proponent will be advised following acceptance by Municipal Council.

3.3 Proposal Evaluation

Responses to this "Request for Proposals" will be reviewed by a selection committee of senior staff who will report their findings to Council. All proposals must comply with all requirements outlined in this document and all submissions will be evaluated and ranked against the following criteria and associated weights:

Evaluation criteria

35% *Consulting team information and experience:*

- team composition and representation by all necessary disciplines of the primary consultant and sub-consultants assigned to the project;
- experience of the proponent and key team members with similar projects and the range of specified services;
- experience with data modelling and scenario-building relating to emissions reduction;
- relevant Council and community engagement experience in projects with similar scope and complexity;
- completeness of consulting team and demonstrated experience /

expertise of all individual members;

- proposed organizational structure and coordination of the individual team members including reporting relationships, identification of lead members, and communication;
- availability of back-up personnel and/or provision to access specialized skills; and
- results of reference checks for previous projects.

35% *Project understanding, approach, methodology, & management:*

- approach to the scope of the services required;
- demonstrated understanding of project;
- management of project and suitability of the proposed work plan, including work program components, Gantt chart of time schedule, and contribution matrix of all personnel showing anticipated hours of involvement together with individual rates;
- compliance with the Work Description outlined in section 2.0; and
- ability to meet all project timelines.

25% *Proposed costs, value for money, and acceptance of terms and conditions:*

- value for money represented by the proposed level of effort; and
- creative and cost-effective solutions

5% *Proposals:*

- quality and completeness of submission.

The Municipality of Cumberland reserves the right to ask for clarification from Proponents.

3.4 Proposal Acceptance

The Municipality reserves the right to reject any or all proposals. The Municipality reserves the right to accept a proposal that is not the lowest price or to accept any proposal which it may consider to be in its best interests. The Municipality reserves the right to waive formality, informality, or technicality with the acceptance of proposals for this work. Any proposal not supported by the information requested in this RFP may be rejected. The Municipality reserves the right to negotiate with any Proponent who has submitted a proposal as deemed in the best interest of the Municipality. The Consultant whose proposal is accepted by the Municipality is hereafter referred to as the "Successful Consultant".

3.5 Proposal Validity

Proposals must be valid for acceptance for a period of sixty (60) days from the closing date or such additional time as may be mutually agreed upon in writing.

3.6 Project Contract, Fees, Expenses, & Disbursements

Upon acceptance of a Proposal, the Municipality requires that a written contract be entered into with the Successful Consultant. The accepted Proposal and this Request for Proposals will be included in that contract and the Request for Proposals will take precedence over the Proposal unless the contrary is explicitly stated in the Proposal. Proponents may include their preferred contract format as part of their Proposal.
The Municipality wishes to firmly establish the total cost of the consulting work prior to entering into the Contract. The Municipality requires that Proposals include a detailed estimate of the total cost including all fees, expenses, and disbursements. Actual costs that exceed the estimated total cost without prior written approval of the Municipality will not be paid.

3.7 Inquiries and Addenda

All questions and inquiries related to this RFP must be directed **by email not later than 2:00 pm Atlantic Standard time January 26, 2024** to:

Shelby Hum, Procurement
Municipality of Cumberland
shelbyhum@cumberlandcounty.ns.ca

The Municipality reserves the right to share the nature of any such questions or inquiries, and any responses provided, in the form of Addenda.

Addenda will be issued if, in the opinion of the Municipality, they are warranted.

4.0 GENERAL CONDITIONS

4.1 Schedule & Cost

The Successful Consultant shall contact a designated employee of the Municipality weekly to provide an update on the progress of the work. A copy of the updated Contract Schedule indicating progress to date shall be produced for the Municipality monthly or more frequently, if requested.

The Successful Consultant shall promptly advise the designated contact employee of any differences or expected changes from the cost and schedule

included in their Proposal. No expenditures beyond the agreed amount will be permitted without prior written approval by the Municipality. If the Successful Consultant is of the opinion that tasks being requested are outside the scope of the contract, they must immediately advise the designated contact employee in writing, including an explanation of why the work is considered outside the contract and what solution or additional compensation is proposed to remedy the issue.

4.2 Personnel

Proponents are advised the Municipality expects the personnel listed in the Proposal to perform the work indicated and written permission must be obtained before changing any member of the work team. In the case of personnel being changed, the Municipality requires that the new personnel being assigned have a similar length and breadth of experience relevant to this project as the personnel being replaced and otherwise be acceptable to the Municipality.

4.3 Sub-Consultants

Proponents are advised the listed sub-consultants/sub-contractors and their work scope cannot be changed without the written permission of the Municipality. Failure to comply with this provision will be considered a breach of contract and may result in termination of the Contract.

4.4 Confidentiality

Information provided by the Municipality is to be treated as confidential and is not to be disclosed to any third party without the written permission of the Municipality except as necessary to perform the Contract.

4.5 Ownership of Information

Proponents are advised that all information produced during the project, including, but not limited to, models, design notes, criteria, graphs, figures, maps, specifications and drawings, is to be considered the property of the Municipality. A reproducible hard copy and an electronic copy of the final design criteria, notes, models, reports, specifications and drawings shall be turned over to the Municipality upon completion. This shall include an electronic copy of all reports in PDF format.

4.6 Successful Consultant's Responsibility

The Successful Consultant shall indemnify and save harmless the Municipality, its officers and employees from and against all claims, demands, losses, damages and costs of any kind based upon injury or death of a person or damage to or loss of property arising from any willful or negligent act, omission or error on the part of the Successful Consultant or their servants in carrying out the Contract.

4.7 Insurance

The Successful Consultant shall, without limiting its obligations or liabilities, maintain commercial general liability insurance coverage to a minimum of $5,000,000, and professional liability (errors and omissions) insurance coverage to a minimum of $5,000,000 and shall include proof of coverage and level of coverage forthwith upon acceptance of their Proposal.

4.8 Regulations

The Successful Consultant shall comply with all existing Federal, Provincial and Municipal regulations, guidelines and standards and other authorities having jurisdiction.

4.9 Payments

Payments shall be based on invoices submitted monthly by the Successful Consultant and supported in such detail as the Municipality may request. Invoices shall indicate individual person hours, rate and extended amount; individual mileage, rate and extended amount; and expenses by category.

Payment will be made on a net thirty (30) days basis from receipt of invoice provided that the Municipality has approved the work that is being billed. Incomplete or unsatisfactory work will result in reduced compensation to the Successful Consultant as deemed appropriate by the Municipality. No payment made by the Municipality under the Contract shall constitute acceptance of work or products that are not in accordance with the requirements of the Contract.