



Upton Farm Trust Inc.

**Request for Proposal
Upton Farmlands
MASTER PLAN**

2013 - Future

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1 Introduction

The purpose of this request for proposal (RFP) is to obtain the services of a company or partnership of companies to develop a Master Plan for Upton Farmlands, a 138.5 acre property in the City of Charlottetown.

This plan will guide the care and protection as well as future enjoyment of this property for the benefit of residents and visitors.

1.1 Issuing Organization

The Upton Farm Trust Inc. has issued this RFP.

1.2 Contact Information

Any questions in respect of this proposal, contact Trust member **Beth Hoar at bhoar@charlottetown.ca**

1.3 Definition of Terms

Hereinafter, each of the following will be referred to as:

Request for Proposal	RFP
Company responding to RFP	Proponent
Upton Farm Trust Inc.	The Trust

1.4 Deadline for Submission

The deadline for submission is **12:00:00 noon local time, January 28, 2013.**

1.5 Addenda

Any addenda will be posted on the Upton Farmlands website at <http://uptonfarmlands.com/>. Bidders are responsible for checking the website for proposal notices, documents, and addenda. The Trust is not responsible for ensuring bidders have obtained addenda.

1.6 Anticipated Schedule of Events

Submission Deadline:	January 28, 2013	12:00 p.m.
Selection:	February 4, 2013	7:00 p.m.
Notification:	February 5, 2013	4:00 p.m.
Project Start Date:	February 11, 2013	4:00 p.m.
Interim Report to Client	May 1, 2013	4:00 p.m.
Final Plan to Client:	June 1, 2013	4:00 p.m.

1.7 RFP Evaluation Process

All proposals must be complete and convey all of the requested information in order to be considered responsive.

Proponents are requested to respond to each section of the RFP as described in Section 3.2, *Proposal Format*.

Proponents should address the headings and bullet points under 2.2, 2.3 and 2.4 to make the evaluation/comparison process

Criteria for Proposal Evaluation

Proposals will be evaluated according to the following criteria.

The Proposal with the highest points score (i.e. Technical Proposal + Financial Proposal) will be considered the preferred proposal.

*The Trust has the right to eliminate financial proposals which have an extreme variance from the average pricing.

Technical Proposal Evaluation

1. Ability to Conduct Work (20 points).

- Project Manager, relevant experience and position in organization (scoring/5);
- Qualifications of personnel assigned to project (scoring/6);
- Availability of dedicated personnel for duration of project (scoring/3);
- Experience on similar projects (scoring/6).

2. Methodology Proposed (30 points).

- Demonstrated understanding of scope and objectives of project (scoring/10);
- Recognition of direct and peripheral problems and solutions offered (scoring/10);
- Demonstrate that the end product meets project objectives (scoring/5);
- Proposed methodology – fully described, clearly stated and easily verified (scoring/5).

3. Management of the Work (30 points).

- Schedule of project (scoring/5);
- Quality control (scoring/10);
- Reporting (scoring/10);
- Outside resources (scoring/5).

4. Proposal Presentation (5 points).

- How well does the overall quality of the proposal match that expected of the final project (scoring/2);
- To what extent has the information required in the RFP been provided (scoring/3).

Financial Proposal Evaluation

5. Service Fees (15 points).

- Fees will only be evaluated following the successful completion of the Technical Evaluation whereby the proposal attained at least 55 of 85 points.
- Proposals not providing a firm fixed report package fee will be disqualified and not considered regardless of the Technical portion;
- Points shall be awarded on the following basis;

*15 points for the Lowest Proposed Fee

14 points for all Proposed Fees $<$ or $=$ 110% of the Lowest Proposed Fee

13 points for all Proposed Fees $<$ or $=$ 115% of the Lowest Proposed Fee

12 points for all Proposed Fees $<$ or $=$ 120% of the Lowest Proposed Fee

11 points for all Proposed Fees $<$ or $=$ 125% of the Lowest Proposed Fee

10 points for all Proposed Fees $<$ or $=$ 130% of the Lowest Proposed Fee

9 points for all Proposed Fees $<$ or $=$ 135% of the Lowest Proposed Fee

8 points for all Proposed Fees $<$ or $=$ 140% of the Lowest Proposed Fee

7 points for all Proposed Fees $<$ or $=$ 145% of the Lowest Proposed Fee

6 points for all Proposed Fees $<$ or $=$ 150% of the Lowest Proposed Fee

5 points for all Proposed Fees $<$ or $=$ 160% of the Lowest Proposed Fee

4 points for all Proposed Fees $<$ or $=$ 170% of the Lowest Proposed Fee

3 points for all Proposed Fees $<$ or $=$ 180% of the Lowest Proposed Fee

2 points for all Proposed Fees $<$ or $=$ 190% of the Lowest Proposed Fee

1 point for all Proposed Fees $<$ or $=$ 200% of the Lowest Proposed Fee

0 points for all Proposed Fees more than twice the Lowest Proposed Fee

2 Work to be completed

Upton Farmlands is a 138.5 acre property that runs along the North and South side of the TransCanada Highway at the gateway to Charlottetown. It is an important green space, having diverse ecological areas such as salt water marsh, waterfront riparian zones, woodlands and grasslands. Due to this diversity, the property has excellent potential for educational opportunities and partnerships.

Taking into consideration the pending Natural Areas Protection Act designation, which will protect the ecological integrity of this property into the future, this master plan will outline the vision, approach and structure to guide long term planning for both the North and South sides of Upton Farmlands. It will guide The Trust in what will best ensure Upton Farmlands continues to be a protected, safe and enjoyed property for all citizens and visitors.

This plan will guide activities occurring on the Upton Farmlands property. It will include direction on property management with a focus on ecological sustainability and protection. It will also include specific guidelines around recreational activities and various uses of the Farmlands.

The guiding principles for the plan will include:

1. Balance of use
2. Ecological Sustainability
3. Current and Future Uses
4. Context of paths and trails
5. Accessibility

2.1 Research and Data Collection

a) Review of Existing Documents

Proponents will review relevant documents including:

- Natural Areas Protection Act draft agreement
<http://uptonfarmlands.com/2012/05/25/napa-agreement/>
- Legal documentation pertaining to establishment of Upton Farm Trust Inc.
<http://uptonfarmlands.com/2011/08/23/finally/>
- Upton Farm Trust board and Provincial staff - Brainstorming notes and maps
Provided by Kirsten Connor: contoki@pei.sympatico.ca
- Consultant Report – Dog Park Discussion and maps
<http://uptonfarmlands.com/2012/06/15/first-annual-general-meeting/>

b) Possible Stakeholder Interviews (See Schedule A)

2.2 Analysis of Existing Infrastructure

- Analysis of existing land including natural amenities such as the woodlands, riparian zone, grasslands, trails.
- Analysis of Farmlands entrance and parking and City of Charlottetown entrance.
- Analysis of usage and demand of Farmlands property.
- Review Natural Areas Protection Act and draft agreement.
- Review of existing plans and previous public consultations.
- Review uses and plans for surrounding lands, roadways and highways.
- Review of historical events and activities relating to Upton Farmlands.
- Review of Upton Farmlands website: <http://uptonfarmlands.com/>

2.3 Visualizing the Future

All aspects of the master plan must take into consideration and fall within the NAPA agreement regulations. Where possible, cost estimates for specific projects should be included.

- Examine the changing demographics and if/how that will affect the general use of Upton Farmlands.
- Identify key trends affecting future use including platform for educational opportunities related to nature conservation and sustainable practices.
- Identify best practices for forest, grassland, riparian zone management and conservation of Upton Farmlands property.
- Identify conflicting uses such as, recreational uses, ecological sustainability, respectful property use.
- Identify possible dog off-leash areas (size, boundary of area, ways to maintain separation between different property users, how to reconcile dogs off-leash with other uses).
- Identify opportunities for recreational uses which comply with NAPA, as along with ways to encourage these uses by the general public.
- Create a memorable but natural entrance to the City of Charlottetown.
- Feasibility of burying power lines on both North and South properties.
- Design and best location for allowable amenities such as seating, garbage cans, signage, parking.

- Possible opportunities to re-introduce historical aspects of Upton Farmlands.
- Possible Stakeholder input (See Schedule A).
- Identifying key partnership opportunities (i.e. educational, funding).
- Other possible improvements.

2.4 Setting the Direction

- Reconciliation of Natural Areas Protection Act agreement with master plan and current and future Upton Farmlands uses.
- Presentation of educational opportunities.
- Reconciliation of conflicting uses as well as anticipate future needs.
- Findings and direction on the suitability of proposed off-leash areas for dogs.
- Environmental responsibility (e.g. invasive species management, reforestation/restoration, naturalization, riparian zone management, property protection and conservation).
- Recommendations on future pathways and trails.
- Recommendations on amenities and parking.
- Design motif (entrance, signs).

3 Requirements for Proposal Preparation

Proposals will not be accepted after the **final closing date and time of 12:00:00 noon on January 28, 2013**. Proponents may not make modifications to their proposals after the closing date and time. The Master Plan project will not be obligated in any way by the Proponent's response to the Request for Proposal. The Proponent's proposal and all supporting documents will remain with The Trust and will not be returned. Proponent costs related to preparing and issuing the RFP response are entirely the responsibility of the Proponent. All such documentation may be reproduced by The Trust, provided that such reproduction is made solely for internal use or for any purpose required by law.

3.1 Submitting Proposals

A single digital media copy and three hard copies of your firm's proposal are to be submitted in a sealed envelope clearly marked to identify contents and addressed to **Beth Hoar, Parks and Recreation Department, Box 98, 199 Queen Street, Charlottetown, PE, C1A 7K2. Proposals may be dropped off directly to Jackie McKinnon at the Parks and Recreation office, 1st floor, City Hall. Proposals must be received by no later than 12:00:00 noon, local**

time, January 28, 2013. Proposals received after the submission deadline will be returned unopened. Fax or email submissions will not be accepted.

3.2 Proposal Format

Proponent proposals must be submitted in the format outlined below. Proponents are free to further segment these main sections into sub-sections, as they deem appropriate.

- Letter of Intent
- Action Plan (based on scope of work in Section 2).
- Biographies
- Financial Proposal
- Additional Information

Proponents are asked to address the headings and bullets in sections 2.2, 2.3 and 2.4 to simplify proposal evaluation.

3.3 Letter of Intent

Proponent's proposal should include a letter of intent as a cover to the proposal. This letter must clearly identify any and all partners or subcontractors involved in the bid and must clearly identify the lead (prime) individual or company. A contact from the lead company must be provided and an authorized employee must sign the letter. Failure to submit a letter of intent will disqualify the proponent from the evaluation process.

3.4 Action Plan

This section should provide a detailed Action Plan with a description of the methodologies to be used, work to be performed, including estimated start dates, completion dates, the total effort required for each assigned resource, critical paths and all associated costs.

3.5 Biographies

In this section, the proponent must provide biographies of key resources/team used for the plan development.

3.6 Financial Proposal

In this section, the proponent must provide a firm fixed lump sum fee for the project. A breakdown of the key players and their costs is encouraged.

3.7 Additional Information

Include any additional information that could not have been presented in earlier sections.

3.8 References

Identify at least three clients who have utilized your services including appropriate contacts with phone numbers and email addresses.

4 Terms and Conditions

4.1 Process

The Trust reserves the right to negotiate with any or all proponents for the purpose of securing additional information and/or pricing during the RFP period up to the final closing date.

4.2 Innovative Ideas

Although The Trust has expressed its view of its needs, it does not intend to limit the proponent's innovation or creativity in responding to the RFP. Innovative ideas, new concepts or solutions other than those suggested in this RFP shall be considered. Please indicate any other value-added arrangements, special services, discounts or terms and conditions or combinations of such that might contribute to the solutions to these needs.

4.3 Governing Law

Federal and Provincial laws shall govern the interpretation and performance of any agreement with The Trust regarding the Upton Farmlands Comprehensive Plan project. Any action brought to enforce any provision of an agreement shall be brought to the appropriate courts of the Province of Prince Edward Island. The parties understand and expressly agree that any claims, demands, or actions asserted against The Trust or its board members shall be brought only in the court system of the Province of Prince Edward Island.

4.4 The Trust, Upton Farmlands Comprehensive Plan Project Options

This RFP creates no obligation on the part of The Trust to award the contract or to reimburse proponents for proposal preparation expenses. The Trust reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this request, and to negotiate in any manner necessary to best serve the interest of the project.

4.5 Sub-Contracting

The proponent must document any intent to use another proponent(s) or private individual(s) as subcontractor(s) for any part or whole of the services they offer under this agreement. The Trust reserves the right to approve or reject any subcontracting agent or reject proposals based on the use of subcontracted work if not in the best interest of the project.

4.6 Disclosure / Confidentiality

The Trust and submitting proponents will make every effort to maintain confidentiality relevant to submitted proposals and information provided for in this Solicitation process.

News releases by a proponent pertaining to this RFP or any portion of the Upton Farmlands Comprehensive Plan project shall not be made without prior written approval from The Trust. Violation of this requirement is deemed to be a valid reason for disqualification of the proponent. The proponent will also not initiate any publicity relating to this acquisition process before the selection decisions are final.

4.7 Final Agreement

This Solicitation does not contain all terms and conditions necessary for conducting business with The Trust.

4.8 Gratuities

The Trust may, by written notice to a proponent, cancel any contract if it is found by The Trust that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any board member of the project with a view toward securing favourable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

4.9 Insurance

That the undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of The Trust and the amount of coverage shall be not less than two million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless The Trust in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by him, or his employees or relating to the prosecution of the works or any of his operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on his part, or on the part of any of his employees, to do or perform any or all of the several acts or things required to be done by him or them under and by these conditions, and covenants and agrees to hold The Trust harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to The Trust will be furnished. Such insurance shall have The Trust as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against The Trust.

To carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured-retention/deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. The policy shall be underwritten by a company licensed to conduct business in the Province of Prince Edward Island and be acceptable to The Trust. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal will be provided for each and every year. The Trust has the right to request that an extended reporting endorsement be purchased by the submitter at the submitter's sole expense.

Schedule A - Possible Stakeholders

- Upton Farm Trust Board
- General public
- Dog walkers
- City of Charlottetown
- PEI Departments of Transportation, Infrastructure and Renewal; Environment, Labour and Justice
- PEI Department of Agriculture and Forestry
- PEI BioCommons Research Park Tenants and Employees
- Island Trails
- GoPEI
- PEI Roadrunners Club
- Island Nature Trust
- Nature PEI – Natural History Society of PEI; PEI Birders
- PEI Watershed Alliance
- Macphail Woods Ecological Forestry Project; Environmental Coalition of PEI