

ISSUED: May 6, 2020

**REQUEST FOR PROPOSALS (RFP)  
TERMS OF REFERENCE**

**For**

***Voisey's Brook Park Trail Maintenance***

**In**

**The Town of Portugal Cove – St. Philip's**

**Deadline: Friday May 22<sup>nd</sup> at 2:00pm**

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## SUMMARY OF KEY INFORMATION

<b>RFP TITLE</b>	<i>Voisey's Brook Park Trail Maintenance</i>
<b>CONTACT PERSON</b>	<i>Nicole Clark Director of Recreation and Community Services Town of Portugal Cove- St. Philip's Email: <a href="mailto:procurement@pcsp.ca">procurement@pcsp.ca</a> Phone: 709-895-5662</i>
<b>ENQUIRIES</b>	Please direct all enquiries by email to the Contact Person. Enquiries received by any other means may not be answered. Proponents are encouraged to submit enquiries at an early date to permit consideration by the Town. Enquiries should be submitted no later than 2:00pm on the day that is five (5) business days before the Submission Time. The Town may, in its sole and absolute discretion, decide to not respond to any enquiry.
<b>SUBMISSION TIME</b>	Submission time is 2:00pm, Friday May 22 <sup>nd</sup> , 2020 Newfoundland Time, or as indicated in the call for bids, or amended by addendum.
<b>SUBMISSION LOCATION</b>	Via email to: <i><a href="mailto:procurement@pcsp.ca">procurement@pcsp.ca</a></i>
<b>Zoom Public Opening</b> Disclosure under AIPPA, 2015, please note your sign in name will be displayed to all attendees.	A virtual public opening on May 22 <sup>nd</sup> TIME: 2:00pm Zoom Meeting ID: 895 0622 8284 Canada Toll-free: 855 703 8985 Password: 111900 Please wait in the virtual waiting room until deadline

Due to COVID – 19 the Town has changed some of the operating practices to ensure safety of staff and public. During this time electronic submissions only will be accepted for this process, as well as a digital opening. Upon awarding of the contract, the proponent will have to ensure that the public health guidelines on COVID-19 are met for work completion.

We know this is a challenging time and we thank you for your co-operation and understanding.

## 1.0 INTRODUCTION

The Town of Portugal Cove-St. Philip's is seeking proposals for year-round trail maintenance to be performed on trails within the Voisey's Brook Park, located on Indian Meal line within the Town. The park is made up of 48 acres, and contains a variety of recreational facilities, including a dog park, skate park, playground, hard-surface court, baseball field, soccer fields, as well as an extensive network of walking trails. The total trail distance within the park is roughly 5.0 kilometers with a width of 3 meters.

The Town is requesting responses to the Request for Proposals (RFP) to select a Proponent who will undertake the scope of work identified herein. Through the RFP process, the Town hopes to identify a Proponent with the appropriate skills, experience and capacity to successfully carry out the scope of services detailed herein.

### 1.1 Project Specific Background, Description, Scope of Work, and Timeline

Refer to **Appendix A** and **Appendix B** for Project Specific Background, Description, Reporting Details, Timeline, and Scope of Work.

### 1.2 Intellectual Property Rights

1. The Town will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.
2. Proposals regarding these rights should not be submitted to the Town in response to this Request for Proposal and will not be considered in the evaluating responses.

### 1.3 Other General Information

1. The Town reserves the right to directly hire/call RFP's for Prime Consultants for specific projects outside the scope of this Request for Proposal.
2. The Town reserves the right to amend the RFP at any time by issuing a written addendum.
3. Only one proposal will be accepted from a proponent; submission of multiple proposals from a proponent will mean automatic rejection of all submissions from that proponent.

## 2.0 MANDATORY PROFESSIONAL REQUIREMENTS

1. Work Place Safety –
  - a. The successful proponent will be responsible for workplace safety as per the Occupational Health and Safety Act. Copy of contractor safety plan and staff training qualifications must be submitted prior to contract signing
  - b. Personnel must have completed a recognized safety training program acceptable under OH&S regulations
  - c. the submission must include a letter of good standing with Workplace NL
2. Police Records Check – any persons entering the park to complete work for the successful proponent has a clear Police Records check.
3. Submission must include proof of insurance, and carry liability insurance not less than two million dollars.

4. Equipment – all and any equipment and supplies required to complete maintenance are sole responsibility of successful proponent.
  - a. Equipment must be properly tuned, clean and free of contaminants, in good operating order, free of leaks (e.g., fuel, oil or grease)
  - b. Must be able to access trails through all seasons of the year
  - c. Equipment used must be suitable for trails (excludes pickups and other like passenger vehicles)
  - d. Provide a list of equipment to be used (Appendix C)
    - i. Will be required to show lease term if needed on equipment for duration of contract

Also, see Section 6 for mandatory submission requirements.

### 3.0 RESPONSE CONTENT

1. For Request for Proposal documentation requiring review by the Town, please allow three weeks from the time the information is provided to the Town until a reply is received.
2. For scheduling purposes only, please allow a minimum of three weeks from the RFP closing date to the notification of the successful proponent.

#### 3.1 Reference Projects (one page per project)

1. The Proponent must provide three (3) Reference Projects undertaken within the past ten (10) years. Reference Project information must be documented in the “Project Reference Form” template format provided in **Appendix D** at the end of this document. If more than three reference projects are submitted, only the first three will be considered.
2. Reference project examples must demonstrate the Proponent’s expertise and practical experience in: maintenance of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project. See the “Project Reference Form” template in **Appendix D** for the full outline of reference project information sought.
3. Reference Project examples provided need not be limited to only those projects that are fully complete, but submission of ongoing projects as references must still demonstrate the Proponent’s expertise and practical experience.
4. Each reference shall consist of one project.
5. References from the Town will not be accepted.

#### 3.2 Organizational Chart (one page)

An organizational chart is to be provided, indicating:

- a. Names and organizations of Proponent team members, including all sub-consultants, involved in the project

#### 3.3 Schedule of Rates and Fees

All proponents are solely responsible for their own expenses in preparation and submission of the proposal, and in subsequent negotiations, clarifications, if any with the town.

#### 4.0 REQUIRED AREAS OF EXPERTISE

1. All work performed to the Canadian Landscape Standards or greater

#### 5.0 EVALUATION CRITERIA

##### 5.1 Evaluation Process

1. Proposals will be evaluated using the following Evaluation criteria and weighting scale
2. Proposals will be evaluated using a two-step, two attachment procurement bidding procedure whereby the Technical, and Cost of Services responses will be submitted in two separate files. Proponents will be evaluated on the Technical Proposal prior to opening and evaluating the cost of services as detailed in section 5 and section 6 below.
3. The content (evaluation criteria in Experience, Project Plan, Equipment, and Environment) of proposals submitted must achieve the minimum threshold
4. Proponents whose proposals do not meet the evaluation scores required as set out above will not have their “Cost of Services” attachments opened.

##### 50/50 Score Table

Evaluation Criteria	Total Points	Minimum Threshold
Financial	50	25
Experience	24	12
a. Years of experience Project Team identified	6	3
b. Projects that reflect scope of work		
1. Reference 1	6	3
2. Reference 2	6	3
3. Reference 3	6	3
Project Plan	12	6
Equipment – proof of proper equipment	10	5
Environment	4	2
a. Experience in wetlands	2	1
b. Experience in waterways	2	1
Total Points:	100	50

## 5.2 Financial Evaluation

1. All prices quoted in the proposal are to be in Canadian funds
2. Proposal shall display before and after taxes (evaluation based on before tax basis)
3. Financial Evaluation must be a separate document in PDF format attached to submission email

## 5.3 Combined Score of Technical and Financial Evaluation

1. The preferred proponent will be selected based on the highest overall score achieved by totaling the Evaluation Criteria. If a tie exists, the deciding factor will be a coin toss, following the coin toss process outlined in the Public Procurement Agency's Public Procurement Policy Guide.
2. The Town reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.

## 6.0 SUBMISSION REQUIREMENTS

Proposals, rather than tenders, have been requested in order to afford Proponents an opportunity to demonstrate their specific expertise and potential for an innovative approach in providing services, that includes the proponents response time to Town requirements for maintenance (Project Plan). The proposed approach should satisfy the Town's needs in a cost-effective and timely manner. No contractual, tort or other legal obligations are created or imposed on the Town of Portugal Cove – St. Philip's, or any other individual, officer or employee of the Town by the Request for Proposal documentation or by submission or consideration of the town.

### 6.1 Submission

1. Proposals must clearly show the complete company name, name and telephone number of primary contact person(s).
2. After the closing time and date, all proposals received by the Town become the property of the Town.
3. Submissions are to be made electronically, with all documents attached to the email below:

*procurement@pcsp.ca*

4. Proposals must be in English, written in suitably readable font (Arial or Calibri font, or similar, are recommended), size 10, 11, or 12, and black in colour, on a white background.

### 6.2 Acknowledgement of Addenda

Acknowledgement of addenda received shall be included in the cover letter of the submitted proposal. Acknowledgement must be made of each numbered addendum issued; a blanket statement of acknowledgement of "All Addenda" will not be accepted.

### 6.3 Amendment of Proposal

Properly documented amendments to the proposal submission will be permitted up to the proposal closing time at the address above. Amendments documented by email to address above



will be accepted by Tendering and Contracts. If proponents decide to amend their cost of services, submit **only the incremental change** in the amendment; do not indicate the total price.

#### 6.4 Submission Rejection

1. Proposals received and not conforming to Items 6.1.1 to 6.1.4, 6.2, and 6.3 above will be returned to Proponents(s), without consideration.
2. Proposals received via facsimile machine or mail will not be accepted

#### 6.5 Costs for Submission

Proponents are solely responsible for any costs or expenses related to the preparation and submission of proposals.

#### 6.6 Town's Property

All PDF files must be provided in a format that is readable by Adobe Acrobat.

#### 6.7 Validity Period

The Proponent's proposal must remain valid for a period of 90 days after the date of closing.

#### 6.8 Governing Laws

1. The laws of the Province of Newfoundland and Labrador shall govern this proposal and any subsequent contract resulting from this proposal.
2. Note that this procurement is subject to trade agreements, if applicable.

### 7.0 ACCESS TO INFORMATION

1. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
2. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
3. **The bidder agrees that any specific information in its bid that may qualify for an exemption from disclosure under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015 has been identified. If no specific information has been identified it is assumed that, in the opinion of the bidder, there is no specific information that qualifies for an exemption under subsection 39(1) of the Access to Information and Protection of Privacy Act, 2015.**
4. By submitting a Proposal, the Proponent represents and warrants to the Town that the Proponent has complied with applicable Laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the submission of such information to the Town, and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP and the Competitive Selection Process.
5. For further clarification on Access to Information and Protection of Privacy disclosure requirements for Public Procurement, see the guidance document from the Office of the Information and Privacy Commissioner at the following link:  
<http://www.oipc.nl.ca/pdfs/PublicProcurementActAndATIPPA2015.pdf>

## 8.0 EVALUATION PROCESS

1. A Technical Evaluation Committee, made up of representatives of the Town will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to Council. The Committee reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value and not necessarily the lowest cost of service. Please refer to the Evaluation Criteria outlined in Section 5.0 of the Terms of Reference. Acceptance of the recommended Proponent is subject to the approval of Council.
2. The successful Proponent will be required to enter into a Standard Form of Agreement with the Town.

## 9.0 RESERVATION OF RIGHTS

The Town reserves the right, in its sole and absolute discretion, to:

1. Amend the scope of work of the RFP, and/or modify (up to 5 business days before closing), cancel or suspend the RFP at any time for any reason.
2. Accept or reject any proposal based on the evaluation of the proposal based on the guidelines in this Terms of Reference. In particular, the Town is not obliged to select the proponent with the lowest cost.
3. Reject a proposal that fails to meet the Mandatory Requirements.
4. Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP, except for Mandatory Requirements, and accept that proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void.
5. Reject, disqualify or not accept any or all proposals without any obligation, compensation, or reimbursement to any Proponent or any of its team members.
6. Re-advertise for new proposals to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this work or for work of a similar nature.
7. Make any changes to the terms or the business opportunity described in this RFP.
8. Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.
9. Re-advertise for proposals for work falling outside the scope of this RFP

## 10.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

1. Reservation of Rights to Disqualify
  - a. The Town reserves the right to disqualify any Proponent that in the Town's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Town may consider to be in the public interest or otherwise required by the Town.
2. Relationship and Conflict Disclosure
  - a. Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Town, or any other person providing advice or Works to the Town with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the RFP Process by

written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

- b. At the time of such disclosure, the Proponent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual, perceived or potential conflict of interest or unfair advantage, as applicable. The Proponent will provide such additional information and documentation and implement such additional measures as the Town may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.
3. The Town May Make Advance Decisions
    - a. The Town may make advance decisions, where the Town identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.
  4. Decisions Final and Binding
    - a. The decision of the Town is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Town has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
    - b. The Town may provide any decision by the Town regarding conflicts of interest to all Proponents if the Town, in its sole and absolute discretion, determines that the decision is of general application.

## 11.0 NO COLLUSION

1. Proponents and Proponent team members, their employees and representatives involved with their proposal will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their proposals. For subcontractors that are partnering or considering partnering with more than one Proponent, such subcontractors shall keep all pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.
2. By submitting a proposal, a Proponent, on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent team, represents and confirms to the Town, with the knowledge and intention that the Town may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.
3. In the event of any collusion in contravention of this Section, the Town in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

## 12.0 LIMITATION OF DAMAGES

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

1. Agrees not to bring any claim against the Town or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
  - a. If the Town accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
  - b. If the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Town exercises any rights under this RFP; and
2. Waives any and all claims against the Town, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Town and the Proponent for any reason, including:
  - a. If the Town accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or
  - b. If the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Town exercises any rights under this RFP.

## 13.0 REPORTING STRUCTURE

1. The successful Proponent will report directly to the Town, as outlined in **Appendix A**.
2. The Town will follow Public Procurement Act as a stakeholder in the process

## 14.0 ENQUIRIES

1. All enquiries regarding this RFP must be directed to the Town, as outlined in **Appendix A**.
2. All questions should be submitted, in writing (via email) at least five (5) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing.
3. Any verbal representations, promises, statements or advice made by employees of the Town other than written responses, should not be relied upon.

## 15.0 ELECTRONIC COMMUNICATION

1. The Town does not assume any risk or responsibility or liability whatsoever to any Proponent:
  - a. for ensuring that any electronic email system being operated for the Town is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
  - b. if a permitted email communication or delivery is not received by the Town, or received in less than its entirety, within any time limit specified by this RFP.
2. All permitted email communications with, or delivery of documents by email to, the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

## APPENDIX A

### 1.0 BACKGROUND

The Town of Portugal Cove- Philip's is a municipality in the greater St. John's metropolitan area, in the Province of Newfoundland and Labrador. Since 2013 over 5.0 km of Trailways have been developed for use by residents and those visiting from outside the Town. These trails are home to various wildlife, contain waterways and beautiful scenery.

The goal of the trails is to:

- a. Provide a safe and enjoyable experience for locals and tourists
- b. Encourage persons to get outside and be active
- c. Maintain wildlife habitat and preserve wetlands and waterways
- d. Improve the visual and physical attributes of the community
- e. Attract visitors

### 2.0 PROJECT DESCRIPTION

The scope of work for the project includes trail maintenance, landscaping work, environmental protection, and waste collection.

### 3.0 PROJECT TIMELINE

Projected work to begin in Spring 2020 and run until December 31<sup>st</sup>,2021.

Upon mutual agreement the contract may be extended for an additional year under the same terms, conditions and price.

### 4.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Town of Portugal Cove St. Philip's  
Nicole Clark  
Director of Recreation and Community Services  
1119 Thorburn Road  
Email: [nicole.clark@pcsp.ca](mailto:nicole.clark@pcsp.ca)  
Phone: 709-895-8000 ext. 236

Town of Portugal Cove St. Philip's  
Charlie Hamlyn  
Director of Public Works  
Email: [Charlie.hamlyn@pcsp.ca](mailto:Charlie.hamlyn@pcsp.ca)  
1119 Thorburn Rd  
Phone: 709-895-8000 ext 232

## 5.0 ENQUIRIES

All enquiries regarding this RFP must be directed to:

Town of Portugal Cove St. Philip's  
Nicole Clark  
Director of Recreation and Community Services  
1119 Thorburn Road  
Email: [nicole.clark@pcsp.ca](mailto:nicole.clark@pcsp.ca)  
Phone: 709-895-8000 ext. 236

Town of Portugal Cove St. Philip's  
Charlie Hamlyn  
Director of Public Works  
Email: [Charlie.hamlyn@pcsp.ca](mailto:Charlie.hamlyn@pcsp.ca)  
1119 Thorburn Rd  
Phone: 709-895-8000 ext 232

All questions should be submitted, in writing (EMAIL) at least five (5) days prior to the closing time and date. No amendments will be issued five (5) days prior to closing. Any verbal representations, promises, statements or advice made by employees of the Town other than written responses, should not be relied upon.

## APPENDIX B

### 1.0 GOAL:

Maintain the Voisey's Brook Park Trail system to be kept in pristine condition for users.

### 2.0 SCOPE OF WORK:

The successful Proponent will be required to provide a range of services relating to the delivery of this project.

- **Litter Collection:**

All litter to be collected on a schedule rotation (generally 3 - 4 times/week or more frequent if required). The proponent will provide garbage receptacle bags, dog waste bags (receptacles must be kept stocked). The removal of dog/pet feces from the trail right of way is also part of the litter collection and schedule. Ensure that receptacles are all in working order.
- **Mowing (seasonal):**

The proponent will mow along all walkway edges, the, the width of mow will be to ditch/tree line. to be scheduled weekly or more frequently if required. Also maintain grass height between 6 cm minimum and 10 cm maximum. Whipper snipping around bases (including not limited to benches, signs, posts, etc.). Grass clippings are to be removed from both trail and all other areas cut, to eliminate the growth on the trail bed. Ensure care is taken around existing infrastructure and plantation and no damages caused.
- **Vegetation:**

Seasonal pruning and weeding based on vegetation type (types of shrubs and trees lifecycle) to occur within the trail right of way. The proponent will remove all cut and or pruned vegetation. Trees that have fallen near and/or across the trail system, must also be removed (this includes any other fall that may impact the drainage of water on the trail system is removed).
- **Trail surface:**

The trail surface will be maintained, including removal of growth from all trail surfaces, replacement and compaction of trail surface, preventative maintenance to manage risk of wash outs from storm water, and the removal of any potential health risks that may cause tripping hazards or other safety concerns. Proponent to submit a monthly report, identifying tasks performed, time, date and notifying any safety concerns.
- **Wetlands, Waterways**

Maintain and support the existing wetlands and waterways throughout the trail system. Ensuring that any maintenance done in close proximity does not disturb in any way the wetland areas. Where maintenance is required on wetlands or waterways appropriate measures are engaged.

- Ensure proper signage in place when maintenance occurring on site.
- Approval from regulatory bodies for required project-specific permits (MAE/Environment, DFO, T&W, etc.).
- Letter of approval for relevant contractor documentation (i.e. insurance, and WHSCC certificates, etc.).
- Proponents will provide the Certificates for field staff based on who is scheduled to work on what site.

### 3.0 AGREEMENT FOR SERVICES:

The Agreement for services will be adjusted for the scope of work undertaken if it differs from the above scope of work.



**APPENDIX C – LIST OF EQUIPMENT TO BE USED**

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APPENDIX D – PROJECT REFERENCE AND PERSONNEL REFERENCE TEMPLATES

**PROJECT REFERENCE FORM**

**Project Location**

**Project Description**

**Client**

**Client Reference**

**Project Type**

**Services**

**Role of Proponent**

**Duration**

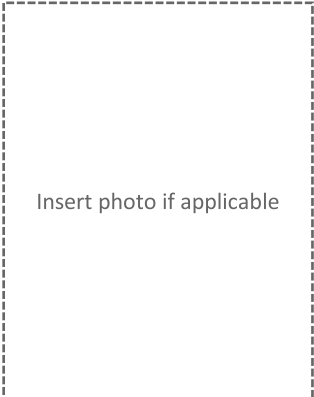
Start Date:  
End Date:

**Final Project Cost**

**Challenges**

APPENDIX E – KEY PERSONNEL FORM

**KEY PERSONNEL FORM**



**Name**

**Title**

**Experience**

**Contact**

**Role for Proposed Project**

**Reference Project Role**