



**REQUEST FOR PROPOSALS (RFP)**

**TERMS OF REFERENCE  
for  
HYDROLOGY MAPPING UPDATE  
in  
PORTUGAL COVE-ST. PHILIP'S**

**July 2021**

**PCSP-PD-2021-11**

RFP Issued: July 10, 2021

RFP Closing: July 23, 2021, 2:30 pm Newfoundland Time

RFP Public Virtual Opening: via Zoom July 23, 2021, 2:30 pm NL Time:

<https://us02web.zoom.us/j/84076403666>

**This Page is Intentionally Left Blank**

## SUMMARY OF KEY INFORMATION

<b>RFP TITLE</b>	<i>Hydrology Mapping Update</i> Proponents should use this title on all correspondence.
<b>CONTACT PERSON</b>	The point of contact for this RFP is: <i>Charlie Hamlyn</i> <i>Director of Public Works, Planning and Development</i> <i>Town of Portugal Cove-St. Philip's</i> <i>Email: Charlie.hamlyn@pcsp.ca</i> <i>Phone: 709-895-8000 ext. 232</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 Owner. Enquiries should be submitted no later than 2:00 pm on the day that is five (5) business days before the Submission Time. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
<b>SUBMISSION TIME</b>	Submission time is 2:30 pm Newfoundland Time, Friday, July 23, 2021, or as indicated in the call for bids, or amended by addendum.
<b>SUBMISSION LOCATION</b>	Proposals are to be submitted to:  Director of Public Works, Planning and Development Town of Portugal Cove-St. Philip's 1119 Thorburn Road Portugal Cove-St. Philip's, NL A1M 1T6  Or  Via email to: <a href="mailto:procurement@pcsp.ca">procurement@pcsp.ca</a>

## TABLE OF CONTENTS

1.0	INTRODUCTION .....	1
1.1	Project Specific Background, Description, Scope of Work, and Timeline.....	1
1.2	Intellectual Property Rights .....	1
1.3	Other General Information .....	1
2.0	Mandatory Professional Requirements .....	1
3.0	Response Content .....	2
3.1	Table of Contents.....	2
3.2	Executive Summary (one page) .....	2
3.3	Project Approach (up to four pages).....	2
3.4	Delivery Schedule (one page) .....	2
3.5	Reference Projects (one page per project) .....	3
3.6	Organizational Chart (one page) .....	3
3.7	Schedule of Rates and Fees .....	4
4.0	Evaluation Criteria.....	5
4.1	Evaluation Process .....	5
4.2	Financial Evaluation .....	7
4.3	Combined Score of Technical and Cost of Service Evaluation .....	7
5.0	Submission Requirements .....	7
5.1	Submission .....	7
5.2	Acknowledgement of Addenda .....	8
5.3	Amendment of Proposal .....	9
5.4	Submission Rejection .....	9
5.5	Costs for Submission .....	9
5.6	Owner's Property.....	9
5.7	Validity Period .....	9
5.8	Governing Laws.....	10
6.0	Access to Information .....	10
7.0	Evaluation Process .....	10
8.0	Reservation of Rights .....	11

---

9.0	CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE .....	11
10.0	No Collusion .....	12
11.0	Limitation of Damages .....	12
12.0	Reporting Structure .....	13
13.0	Enquiries .....	13
14.0	Electronic Communication.....	13
	Appendix A – Project Background, Description and Reporting Details .....	1
1.0	Background .....	1
2.0	Project Description.....	1
3.0	Project Timeline .....	1
4.0	Reporting Structure .....	1
5.0	Enquiries .....	2
	Appendix B – Project Objectives and Scope of Work .....	1
1.0	Summary: .....	1
2.0	Goal: .....	1
3.0	Scope of Work:.....	1
4.0	Financial Consideration:.....	2
5.0	Agreement for Services:.....	3
	APPENDIX C – Project Reference and Personnel Reference Templates .....	1

## 1.0 INTRODUCTION

The Owner is currently seeking proposals to perform an update to certain hydrological features for the Environmental Protection Map within the Environmental Protection Overlay schedule of the Town's Development Regulations 2014-2024.

The Owner 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 Owner 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 Owner 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 Owner in response to this Request for Proposal and will not be considered in the evaluating responses.

### 1.3 Other General Information

1. The Owner 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 Owner reserves the right to amend the RFP at any time by issuing a written addendum.
3. The Owner is accepting either physical or electronic submissions for this Request for Proposal. **Proposals are to be submitted in one medium only** (either physical or electronic – not both). 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.
4. The Owner reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.

## 2.0 MANDATORY PROFESSIONAL REQUIREMENTS

1. Engineering consultants must have a valid License to Practice. Engineers must be individually licensed by Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL), and the corporate entity must hold a valid PEGNL Permit to Practice for the discipline(s) to be undertaken.
2. Consulting firms will be required to provide proof of requisite insurances prior to contract being awarded.

Also, see Section 5 for mandatory submission requirements.

### 3.0 RESPONSE CONTENT

It is highly advisable, but not strictly mandatory, for response content to be organized and presented in a similar manner to the Response Content outlined below for ease of review and consideration by the Evaluation Committee. It is not the responsibility of the Evaluation Committee to exhaustively search through response documents organized in other fashions to find and evaluate content. Response Content is to fit within the section page limits indicated; supplementary appendices related to Response Content will not be considered unless they are explicitly requested in the Response Content section.

#### 3.1 Table of Contents

1. Proposals should include a table of contents properly indicating the section and page numbers of the information included.

#### 3.2 Executive Summary (one page)

1. Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and services.
2. Note to Proponents: Content in the Executive Summary is for summary purposes only and **will not be evaluated** in the consideration of criteria outlined in the Evaluation Chart.
3. Affirmation that any specific materials deemed by the Proponent to be Confidential, as outlined in Section 7.0, have been identified.

#### 3.3 Project Approach (up to four pages)

The Proponent, demonstrating clear understanding, shall identify the following:

1. Project Work Plan for organizing and executing the project scope and project objectives;
2. Project Management Plan, including Stakeholder (i.e. Owner, Department, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
3. Project Risks, Constraints, and Limitations that may impact the project delivery and success, and how they will be mitigated; and
4. Value Added Information that the Proponent specifically brings to the project.

#### 3.4 Delivery Schedule (one page)

1. The Proponent shall provide a work schedule, in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
2. For documentation requiring review by the Owner, please allow three weeks from the time the information is provided to the Owner until a reply is received. For the purposes of the work schedule, refer to **Appendix A** for project start and completion dates, or the timeline in which the project must be completed from the award date. For scheduling purposes only, please allow three weeks from the RFP closing date to the notification of the successful proponent.

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

1. The Proponent must provide three (3) Reference Projects undertaken within the past five (5) years. Reference Project information must be documented in the “Project Reference Form” template format provided in **Appendix C** 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: project of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project; and any actions or considerations taken in the design to address climate change. See the “Project Reference Form” template in **Appendix C** 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 in the areas outlined in 3.5.1 and 3.5.2 above. It will be up to the discretion of the Evaluation Committee to determine the suitability of an ongoing project as a reference project, and ongoing project examples provided will be evaluated correspondingly.
4. Each reference shall consist of one project.
5. References from the Owner or other parties identified in the project will not be accepted.

### 3.6 Organizational Chart (one page)

1. An organizational chart is to be provided, indicating:
  - a. Names and organizations of Proponent team members, including all sub-consultants, involved in the project;
  - b. Specific Roles and Responsibilities of all team members; and
  - c. Project Lines of Responsibility and Reporting as they relate to the Owner, Proponent, and any other applicable organization.
2. The Proponent shall provide a completed “Key Personnel” form for each team member presented in the Organizational Chart as an Appendix to their submission. The “Key Personnel” form is presented in **Appendix C** at the end of this document. Key Personnel forms are to be limited to one (1) page per person identified. Pages in exceedance of this limit will not be considered.
3. The Organizational chart will be used in the negotiation of the Prime Consultant Agreement; any changes in the key personnel at that time must be approved by the Owner.



### 3.7 Schedule of Rates and Fees

1. All financial information regarding professional fees including hours used to calculate fees, travel time and expenses are to be provided in the Sealed Cost of Services envelope or a separate electronic file.
2. Requests for other fees such as optional site visits shall be presented on a separate sheet attached to the enclosed schedules.
3. The Proponent shall show Professional fees calculated, based on level of effort, for each of the tasks outlined in the work plan, and further outlined in **Appendix A** and **Appendix B**. This summary should include any services not itemized, but deemed necessary by the Proponent.
4. This section of the proposal should also include:
  - a. Hourly rate of personnel;
  - b. Their relative participation (number of hours); and
  - c. Disbursements.
5. The proponent is to provide three fees for consideration based on the use of the following scales of mapping to identify the features to be included as part of this project:
  - a. 1:50,000;
  - b. 1:25,000, and;
  - c. 1:2,500.

## 4.0 EVALUATION CRITERIA

### 4.1 Evaluation Process

1. Proposals will be evaluated using a two-step, two-envelope procurement bidding procedure whereby the Technical, and Cost of Services responses will be submitted in two separately sealed envelopes or as two separate electronic files. Proponents will be evaluated on the Technical proposal prior to the opening and evaluation of the Cost of Services proposal as detailed in Section 5 and Section 6 below.
2. Weighted Factor Table - The technical evaluation committee will use the following Weight Factor Descriptions and Evaluation Criteria and to evaluate the proposal submissions:

<b>Weight Factor Description</b>	<b>Weight</b>
Deficient – the Response fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Response has little merit and fails to demonstrate that the work will be performed in an acceptable manner.	0%
Poor – The Response fails to meet the requirement of the RFP references and associated scoring criteria in a suitable and documented manner. The response has some merit, but there are significant weaknesses that could result in unacceptable shortcoming in the performance of the work.	10% - 30%
Fair – the Response barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The response has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcoming in performance of the work.	40% - 60%
Good - the Response reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The response is comprehensive but there are minor weaknesses that should not significantly impact the performance of the work.	70% - 80%
Excellent - the Response fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.	90% - 100%

EVALUATION CRITERIA	SUB SCORE	SECTION SCORE
<b>Technical Evaluation</b>		
<b>1. Project Approach</b>		30
1.1. Project Work Plan	10	
1.2. Project Management Plan	8	
1.3. Climate Change Integration Plan	4	
1.4. Project Risks, Constraints, Limitations	4	
1.5. Value Added Information	4	
<b>2. Delivery Schedule</b>		9
2.1. Work Plan Key Activities Outlined	3	
2.2. Work Plan Key Deliverables Outlined	3	
2.3. Delivery Timeline Reasonable and Achievable	3	
<b>3. Reference Projects</b>		24
3.1. Reference Project #1		
3.1.1. Similar to Scope of this Project	3	
3.1.2. Proponent Role Similar to this Project	2	
3.1.3. Challenges and Mitigation Strategies Outlined	2	
3.1.4. Climate Change Measures Outlined	1	
3.2. Reference Project #2		
3.2.1. Similar to Scope of this Project	3	
3.2.2. Proponent Role Similar to this Project	2	
3.2.3. Challenges and Mitigation Strategies Outlined	2	
3.2.4. Climate Change Measures Outlined	1	
3.3. Reference Project #3		
3.3.1. Similar to Scope of this Project	3	
3.3.2. Proponent Role Similar to this Project	2	
3.3.3. Challenges and Mitigation Strategies Outlined	2	
3.3.4. Climate Change Measures Outlined	1	
<b>4. Organizational Chart</b>		7
4.1. Project Team Identified	3	
4.2. Team Member Roles and Responsibilities Identified	3	
4.3. Project Reporting Structure Identified	1	
<b>Sub-Total Technical Evaluation</b>		<b>70</b>
<b>5. Financial Evaluation</b>		30
5.1. Cost of Service Evaluation (Provided in a separately sealed envelope or electronic file)		
5.1.1. Lowest Cost of Service	30	
<b>Total of Technical Evaluation &amp; Cost of Service Scores</b>		<b>100</b>

3. The content (Evaluation Criteria 1.0, 2.0, 3.0, and 4.0) of proposals submitted must achieve from the evaluation panel a minimum score of 60% of the points overall.
4. The proponents whose proposals do not meet the evaluation scores required, as set out above, will have their "Cost of Services" sealed envelope returned or electronic file unopened.

#### 4.2 Financial Evaluation

1. The proponents whose proposals meet the required technical evaluation minimum score, will be given a score value relative to the lowest cost of services, which will be assigned a portion of the points available. The Cost Formula for Evaluation is:

$$\text{Points Awarded} = \frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost Being Evaluated}} \times \text{Total Points Available for Cost}$$

2. All prices quoted in the proposal are to be in Canadian funds and are to show all applicable taxes.

#### 4.3 Combined Score of Technical and Cost of Service Evaluation

1. The preferred proponent will be selected based on the highest overall score achieved by totaling the Evaluation Criteria (1.0 Project Approach, 2.0 Delivery Schedule, 3.0 Reference Projects, 4.0 Organizational Chart, and 5.0 Financial Evaluation). In the event of a tie for the combined scores, the deciding factor will be the highest technical score. If a tie still 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 Owner reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.

### 5.0 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. The proposed approach should satisfy the Owner's needs in a cost-effective and timely manner.

#### 5.1 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 Owner become the property of the Owner.
3. For physical submissions, it is **mandatory to provide one (1) hard copy and one (1) hard copy of the financial proposal. These must be submitted in two separate sealed envelopes clearly marked "Proposal for Services for Hydrology Mapping Update"**, addressed to:

Mailing and Delivery Address

Director of Public Works, Planning and Development  
Town of Portugal Cove-St. Philip's  
1119 Thorburn Road  
Portugal Cove-St. Philip's, NL  
A1M 3T6

4. For electronic submissions, it is **mandatory to provide one (1) copy of the technical proposal and one (1) copy of the financial proposal, both in Adobe PDF format. These must be clearly marked "Proposal for Services for Hydrology Mapping Update"**, and submitted to:

procurement@pcsp.ca

5. **It is mandatory that proposals are submitted using a two-envelope procurement procedure whereby proponents must submit two sealed envelopes (or separate electronic files) simultaneously, one for the Technical Proposal and one for the Cost of Services Proposal. Both envelopes must be appropriately identified as to the contents of each, and with the name of the proponent.**
  - a. **For physical submissions, the following wording shall also be marked on the outside of the Cost of Service envelope: "Cost of Service to be opened by Technical Evaluation Committee Only". Any Cost of Services envelopes not appropriately identified with the aforementioned wording, and Name of the Proponent will be destroyed without opening.**
  - b. **For electronic submissions, the file name must begin with "COST OF SERVICE". Any Cost of Services files not appropriately identified with the aforementioned wording will not be opened.**
6. Envelopes containing proposals must be opaque, non-transparent.
7. It is mandatory that proposals must be received at the address above no later than the time (Newfoundland Time) and date indicated in the proposal call advertisement or as amended.
8. Proposals must be based on these Instructions and Terms of Reference.
9. 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.
10. Pages in excess of the section page limits (noted in Section 3) will not be considered.

## 5.2 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.

### 5.3 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 facsimile 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.

### 5.4 Submission Rejection

1. Proposals received and not conforming to Items 6.1.1 to 6.1.10, 6.2, and 6.3 above will be returned to Proponents(s), without consideration.
2. Proposals received via facsimile machine will not be accepted.
3. For further clarity; the following table highlights Rejection Criteria for submissions:

<b>Submission Deficiencies Possibly Resulting in Proposal Rejection</b>	<b>YES</b>	<b>NO</b>
Submission received prior to the closing time on the date indicated.		
Submission envelopes are opaque (for physical submissions only).		
Submission indicates which contents are the Technical Proposal.		
Technical Proposal submission is clearly marked with the NAME of the proponent.		
Cost of Service submission is appropriately identified as per Item 6.1.5.		
Cost of Service submission clearly marked with the NAME of the proponent.		
Submission contains one copy of Technical Proposal.		
Physical submission contains an electronic copy of Technical Proposal on CD in PDF format.		
Submission contains one copy of Cost Proposal.		
Cost Proposal Amendments, if submitted, DO NOT indicate Total Price.		
Proposal is in English, with appropriate text font and colour.		
Acknowledgement of each Addendum.		

***If the answer to any of the above is "NO", the proposal can be rejected per Section 5.4.***

### 5.5 Costs for Submission

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

### 5.6 Owner's Property

All hard copies of proposals should be on 8 ½ inch x 11-inch format paper printed on both sides. For the purpose of clarity, the delivery schedule Gantt chart is permitted to be submitted on a single 11-inch x 17-inch sheet under the same cover as the proposal. The PDF file must be provided in a format that is readable by Adobe Acrobat.

### 5.7 Validity Period

The Proponent's proposal must remain valid for a period of 90 days after the date of closing noted in Section 5.1.7 above.

## 5.8 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.

## 6.0 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 Owner 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 Owner, 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>

## 7.0 EVALUATION PROCESS

1. A Technical Evaluation Committee, made up of representatives the Owner and/or the Owner's representative, will review the proposal submissions. Based on the results of the review, the Committee will make a recommendation to the Owner on a Proponent. 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 the Owner.
2. The Technical Committee reserves the right to conduct pre-selection meetings with Proponents, which may include a run-through of the proposal submission.
3. The successful Proponent will be required to enter into a Standard Form of Agreement between the Owner and Prime Consultant for services related to the project. The Agreement must be reviewed and approved by the Owner prior to execution.

## 8.0 RESERVATION OF RIGHTS

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

1. Amend the scope of work of the RFP, and/or modify, 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 Owner 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.

## 9.0 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

1. Reservation of Rights to Disqualify
  - a. The Owner reserves the right to disqualify any Proponent that in the Owner'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 Owner may consider to be in the public interest or otherwise required by the Owner.
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 Owner, or any other person providing advice or Works to the Owner 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 Owner may require in its sole and absolute discretion in connection with the consideration of the disclosed relationship and proposed measures.



3. The Owner May Make Advance Decisions
  - a. The Owner may make advance decisions, where the Owner 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 Owner is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Owner 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 Owner may provide any decision by the Owner regarding conflicts of interest to all Proponents if the Owner, in its sole and absolute discretion, determines that the decision is of general application.

## 10.0 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 Owner, with the knowledge and intention that the Owner 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 Owner 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.

## 11.0 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 Owner 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 Owner 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 Owner exercises any rights under this RFP; and

2. Waives any and all claims against the Owner, 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 Owner and the Proponent for any reason, including:
  - a. If the Owner 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 Owner exercises any rights under this RFP.

## 12.0 REPORTING STRUCTURE

1. The successful Proponent will report directly to the Owner, as outlined in **Appendix A**.
2. The successful Proponent shall maintain a communication structure that includes the Owner and other significant stakeholders.

## 13.0 ENQUIRIES

1. All enquiries regarding this RFP must be directed to the Owner, as outlined in **Appendix A**.
2. All questions should be submitted, in writing at least ten (10) 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 Owner other than written responses, should not be relied upon.

## 14.0 ELECTRONIC COMMUNICATION

1. The Owner 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 Owner 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 Owner, 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 – PROJECT BACKGROUND, DESCRIPTION AND REPORTING DETAILS

### 1.0 BACKGROUND

The Town of Portugal Cove-St. Philip's is a municipality in the greater St. John's metropolitan area, in the Province of Newfoundland and Labrador. The land area of the Town consists of approximately 5,970 ha (59.7 sq. kilometers). Data from Statistics Canada identified that the Town's population had grown approximately 10.6% between 2011 and 2016; from 7,366 local residents in 2011 to 8,147 local residents in 2016.

A goal of the Town is to provide for the protection, preservation, and sustainability of the natural environment in locations throughout the community through managing new growth and development. To guide this, Schedule E: Environmental Protection Overlay of the Town's Development Regulations 2014-2024 defines the necessary terms and conditions to protect environmentally sensitive areas from the negative impacts and influences of development. Environmentally sensitive areas to be protected are identified on the companion Environmental Protection Map.

### 2.0 PROJECT DESCRIPTION

The Town is seeking to have the coastline, and select watercourses, waterbodies, and wetlands identified through a GIS exercise (including ground truthing for all major features) so that these features (and associated environmental protection buffers) can be updated on the Environmental Protection Map to reflect more accurate locations and size extents of these environmentally sensitive areas.

### 3.0 PROJECT TIMELINE

It is the goal of the Owner to have the project beginning in July 2021, it is also anticipated for the purpose of analysis that the work will take place over Summer/Fall 2021.

### 4.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Charlie Hamlyn  
Director of Public Works, Planning and Development  
Town of Portugal Cove-St. Philip's  
Email: Charlie.hamlyn@pcsp.ca  
Phone: 709-895-8000 ext. 232

The successful Proponent shall maintain a communication structure that includes the Owner and other significant stakeholders.

## 5.0 ENQUIRIES

All enquiries regarding this RFP must be directed to:

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

All questions should be submitted, in writing at least ten (10) 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 Owner other than written responses, should not be relied upon.

## APPENDIX B – PROJECT OBJECTIVES AND SCOPE OF WORK

### 1.0 SUMMARY:

As outlined in **Appendix A**, the project will involve the Town seeking to have the coastline, and select watercourses, waterbodies, and wetlands identified through a GIS exercise (including ground truthing for all major features) so that these features (and associated environmental protection buffers) can be updated on the Environmental Protection Map to reflect more accurate locations and size extents of these environmentally sensitive areas.

### 2.0 GOAL:

Complete a cost effective, efficient, and timely update identified hydrology features (with associated environmental protection buffers) that can be added to the Town's Environmental Protection Map.

### 3.0 SCOPE OF WORK:

The successful Proponent will be required to provide a range of services relating to the delivery of these project(s).

#### 1. General Information

1. The Owner will supply the successful Proponent with the following information for use during this project
  - i. 2019 digital ortho imagery
  - ii. 2014 1-metre LiDar data
2. If the consultant has access to more recent digital ortho imagery or LiDar data, the Owner may, in writing, permit the use of that imagery or data as opposed to what is provided by the Owner. However, the Owner will not be responsible for any costs associated with the acquisition of the more recent data
3. Where mapping is to be used to identify the existence of the environmentally sensitive areas included in this RFP, in addition to the information provided in (2) above, the following three data sources will also be used
  - i. NRCan National Topographic System maps
  - ii. ArcGIS map service provided by the NL GIS and Mapping Division, Department of Fisheries, Forestry and Agriculture
  - iii. Google Earth

Note: For determining if an area is a wetland only i & ii above will be used
4. The mapping scale used to identify the required features will be either 1:2,500, 1:25,000, or 1:50,000 which will be determined by the Town during the selection of the successful proponent
5. 3D capture method should be used to delineate the requested features with a spatial accuracy to within 0.25 metre to 0.5 metre
6. The successful Proponent must ensure that that work undertaken does not conflict with any Federal or Provincial Acts or Regulations

7. The project will not be closed until such time that the features identified are successfully integrated into the Town's Environmental Protection Map. While the Town will complete the process of having the map updated through the Departments of Environment and Climate Change (Water Resources Management Division) and Municipal and Provincial Affairs (Local Governance and Land Use Planning), the successful proponent will be responsible for providing any additional information related to the updated features that the Department(s) may request during the approval process

## 2. Features to be Identified

1. Coastline
  - a. Coastline of Conception Bay
  - b. Thirty (30.0) metre coastal buffer
    - i. Where a cliff's edge exists, the 30.0 metre buffer will be established from the top of cliff ("walkable land")
    - ii. Where no cliff's edge exists, the 30.0 metre buffer will be established from the ordinary high water mark of the ocean
2. Wetlands
  - a. Includes bogs, fens, marsh, swamps, and shallow water
  - b. Fifteen (15.0) metre wetland buffer measured from the limits of the wetlands identified
3. Watercourses
  - a. Includes waterways such as creeks, streams, and rivers
  - b. Fifteen (15.0) metre watercourse buffer measured from the ordinary high water of watercourses identified
4. Waterbodies
  - a. Includes waterbodies such as ponds and lakes
  - b. Thirty (30.0) metre waterbody buffer measured from the high water mark of the waterbodies identified

## 3. Submission Requirements

1. All data to be provided in a shapefile format (preferably ESRI as this is the software used by the Town)
2. All data to be collected in the MTM 1 map projection – based on provincial mapping standards
3. All hydrology and buffer layers must be separately coded
4. Wetlands to be delineated and provided in both polygon and line vector layers

## 4.0 FINANCIAL CONSIDERATION:

1. Total approved funding, if available, is provided in **Appendix A**. This includes the project capital cost, professional service fees and expenses, reimbursable expenses and HST.
2. The consultant shall submit to the Owner all progress status reports, backup invoices, etc. The backup invoices must mirror the schedules in the consultant agreement for amounts payable to the consultant according to the scope of work and deliverables as required by the terms of an Agreement with the Owner.

- a. Consultants to be aware that they will be required to provide a Final Status Report, marked as such, to the Owner to close out the project(s). Additionally, consultants will be required to provide a Final Status Report, marked as such, for their own invoicing.
3. The consultant shall submit updated schedules along with project status reports that reflect current status and revised forecasted completion.

## 5.0 AGREEMENT FOR SERVICES:

The Agreement for services will be adjusted for the scope of work undertaken if it differs from the statement herein. Fees should be estimated using “Level of Effort” methodology, expenses and reimbursable allowances are to be at cost per Government’s (i.e. Human Resource Secretariat’s) approved basic rates. These amounts are to be calculated less the HST and shown on the schedule included herein for the duration of the project.

## APPENDIX C – PROJECT REFERENCE AND PERSONNEL REFERENCE TEMPLATES



## **PROJECT REFERENCE FORM**

### **Project Location**

*Insert location here*

### **Client**

*Name of client*

### **Client Reference**

*Reference name*

*Reference contact info*

### **Project Type**

*Insert project type*

### **Services**

*Services proponent was responsible for providing*

### **Duration**

Start Date: *date*

End Date: *date*

### **Approved Funding**

*Total Approved Funding*

### **Final Project Cost**

*Total Final Cost*

### **Key Proponent Roles**

*The role the awarded proponent will play throughout duration of project*

### **Key Project Staff Role**

*Include all significant persons involved and what their role was in reference project, and how it relates to proposed project*

### **Project Description**

*Insert project description/scope of work here*

### **Role of Proponent**

*Describe the role the awarded proponent played throughout the life of the project*

### **Challenges**

*Describe the challenges involved with the project and give a detailed description of how they were overcome*

### **Climate Change Adaptation/Mitigation Measures Incorporated**

*Describe how climate change adaptation/mitigation measures were incorporated into the project or provide a rationale for why they were not. If there were no climate change adaptation/mitigation measures included in the reference project, outline how they may be considered in retrospect.*

## **KEY PERSONNEL FORM**

Insert photo if applicable

**Name**

*Insert name here*

**Title**

*Title and Professional designation*

**Experience**

*Detail years of experience relevant to the project*

**Contact**

*Provide contact information for personnel*

**Role for Proposed Project**

*Insert description of the involvement and role that this person will play throughout the life of the proposed project*

**Reference Project Role**

*Describe the primary role/level of involvement/main responsibilities of the individual throughout the life of the reference projects (where applicable), detailing the level of experience gained and how this relates to their proposed project position*

**Reference Project 1:**

*Name of Project, year completed and role of Personnel*

**Reference Project 2:**

*Name of Project, year completed and role of Personnel*

**Reference Project 3:**

*Name of Project, year completed and role of Personnel*