



REQUEST FOR PROPOSALS (RFP)

For

Community Beautification

In

PORTUGAL COVE-ST. PHILIP'S

PCSP-REC-2022-07

Issued May 13, 2022

RFP Closing: May 25, 2022, 10:30 pm NST
Details for Public Opening via Zoom was provided with package

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SUMMARY OF KEY INFORMATION

RFP TITLE	<p><i>Community Beautification Plan</i> <i>PCSP-REC-2022-07</i> Proponents should use this title on all correspondence.</p>
CONTACT PERSON	<p>The point of contact for this RFP is: <i>Nicole Clark</i> <i>Director of Recreation & Community Services</i> <i>Town of Portugal Cove-St. Philip's</i> <i>Email: procurement@pcsp.ca</i> <i>Phone: 709-895-8000 ext. 236</i></p>
ENQUIRIES	<p>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 10:30 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.</p>
SUBMISSION TIME	<p>Submission time is 10:30 pm NST, May 25, 2022, or as indicated in the call for bids, or amended by addendum.</p>
SUBMISSION LOCATION	<p>Proposals are to be submitted to:</p> <p>Community Beautification Plan RFP PCSP-REC-2022-07 c/o Nicole Clark Town of Portugal Cove-St. Philip's 1119 Thorburn Road Portugal Cove-St. Philip's, NL A1M 1T6</p> <p>Or</p> <p>Via email to: procurement@pcsp.ca</p>

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1.0 INTRODUCTION

The Town of Portugal Cove – St. Philip's is seeking proposals from qualified companies to provide Community Beautification for selected areas in the community for the 2022 Spring to Fall seasons. The successful proponent shall create bid that identifies work that will be completed at the sites.

The primary goal of the project is to ensure areas in the Community are in pristine condition in terms of floral, fauna, greenery, shrubs, etc. The plan should inform Council with the necessary information on how to move forward with the planning, preparation and sustainability of the areas outlined. The Town is committed to providing quality community services that serve the evolving community needs.

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. The Town 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 Town reserves the right to cancel solicitation at any time, and are not bound to accept the lowest cost, highest ranking, or any proposal.

5. This is a Request for Proposals (RFP), not a call for tenders or binding offers. No contractual obligations will arise between The Town of Portugal Cove – St. Philip's and any proponent, unless a formal award letter and contract are signed, requiring the proponent to complete the work. All proponents shall have no claim for compensation for submitting a proposal.

2.0 MANDATORY PROFESSIONAL REQUIREMENTS

1. Demonstrated understanding of trail planning and design, with experience in recreational infrastructure.
2. Experience to work within a set budget.
3. Experience in local government operations.
4. Experience in community consultation and ability to facilitate the process and discussion.
5. Demonstrate the ability to work successfully with multiple stakeholders, organizations and committees.
6. Experience in developing resource tools and supporting documentation (ie. report, models, maps, storyboards, etc.) which can be used as part of presentations.
7. Subcontractors use shall be clearly identified in the proposal. The primary bidder submitting the proposal will be considered responsible on behalf of all partners involved for the undertaking and deliverables related to the project.
8. Key Members of the project must hold the proper education, licenses, and certifications. Such as but not limited to: landscape architects, civil engineers, land use planners, management consultant.
9. Proponents will be required to provide proof of insurances prior to contract being awarded.
10. Three relevant and recent business/municipal references and project details (including budgets, timelines, constraints, etc).
11. Shall have completed at least three (3) projects of similar requirements, timeline and scale over the past ten (10) years.

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, 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 Town, please allow three weeks from the time the information is provided to the Town 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 Town 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.

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:

Weight Factor Description	Weight
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
Technical Evaluation		
1. Project Approach		30
1.1. Project Work Plan	10	
1.2. Project Management Plan	8	
1.3. Environmental Considerations	4	
1.4. Project Risks, Constraints, Limitations	4	
1.5. Value Added Information	4	
2. Delivery Schedule		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	
3. Reference Projects		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. Environmental 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. Environmental 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. Environmental Measures Outlined	1	
4. Organizational Chart		7
4.1. Project Team Identified	3	
4.2. Team Member Roles and Responsibilities Identified	3	
4.3. Project Reporting Structure Identified	1	
Sub-Total Technical Evaluation		70
5. Financial Evaluation		30
5.1. Cost of Service Evaluation (Provided in a separately sealed envelope or electronic file)		
5.1.1. Lowest Cost of Service	30	
Total of Technical Evaluation & Cost of Service Scores		100

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.
3. Procurement is subject to the Canadian Free Trade Agreement and any local preference provision in effect in the Province of Newfoundland and Labrador.

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 of the technical proposal, and one (1) hard copy of the financial proposal. These must be submitted in a sealed envelope clearly marked “Community Beautification Plan Request for Proposals”,** addressed to:

Mailing and Delivery Address

Community Beautification Plan RFP
PCSP-REC-2022-07
c/o Nicole Clark
Town of Portugal Cove-St. Philip's
1119 Thorburn Road
Portugal Cove-St. Philip's, NL
A1M 1T6

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 on USB in Adobe PDF format. These must be clearly marked "Community Beautification Plan Request for Proposals"**, 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 5.1.1 to 5.1.10, 5.2, and 5.3 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:

Submission Deficiencies Possibly Resulting in Proposal Rejection	YES	NO
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 6.0.5.		
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 USB drive stick 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, any mapping 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 PROVINCIAL SUPPLIER ALLOWANCE

1. In the evaluation of submissions, the Town must apply a ten per cent (10%) reduction to the bid price of a provincial supplier prior to the evaluation based on the thresholds for the Canadian Free Trade Agreement (CFTA). The 10% reduction only needs to be applied when the evaluation includes suppliers that are not provincial suppliers.
2. The submission with the lowest price, following the application of the provincial supplier reduction allowance if required, and that meets all the requirements will ultimately be determined to be the preferred supplier and be awarded a contract if an award is made.

7.0 ACCESS TO INFORMATION

3. This procurement process is subject to the Access to Information and Protection of Privacy Act, 2015.
4. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.
5. **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.**
6. 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.
7. 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 the Recreation & Community Services Committee 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 Town and Prime Consultant for services related to the project. The Agreement must be reviewed and approved by the Town prior to execution.

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, 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.

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

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 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 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 – 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. In 2021 the population rose to 8,415.

2.0 PROJECT DESCRIPTION

The Town of Portugal Cove – St. Philip's is seeking proposals from qualified companies to provide Community Beautification for selected areas in the community for the 2022 Spring to Fall seasons. The successful proponent shall create bid that identifies work that will be completed at the sites.

The primary goal of the project is to ensure areas in the Community are in pristine condition in terms of flora, fauna, greenery, shrubs, etc. The plan should inform Council with the necessary information on how to move forward with the planning, preparation and sustainability of the areas outlined. The Town is committed to providing quality community services that serve the evolving community needs.

A visually appealing community increases property values, attracts new residents and businesses, supports economic development and fosters a sense of community pride, happiness and expression.

3.0 PROJECT TIMELINE

The goal for the project is to have the selected proponent start the project in June, have work completed by early July (Town Hall and War Memorial must be completed by June 30th, 2022), with ongoing maintenance until the Fall.

4.0 REPORTING STRUCTURE

The successful Proponent will report directly to:

Nicole Clark
Director of Recreation & Community Services
Town of Portugal Cove-St. Philip's
Email: procurment@pcsp.ca
Phone: 709-895-8000 ext. 236

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

5.0 ENQUIRIES

All enquiries regarding this RFP must be directed to:

Nicole Clark
Director of Recreation & Community Services
Town of Portugal Cove-St. Philip's
Email: procurement@pcsp.ca
Phone: 709-895-8000 ext. 236

All questions should be submitted, in writing at least five (5) days prior to the closing time and date. No amendments will be issued three (3) 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 a proponent of a qualified background, with expertise in landscaping & horticulture, to complete Community Beautification for the areas outlined. The proponent shall provide recommendations on how to proceed forward with completing the required work as outlined, including a financial cost, and timeline for completion.

2.0 SCOPE OF WORK:

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

Voiseys Brook Park, Indian Meal Line

- Update and maintain planting bed approximately 14x7 ft at the skate park (excavation, topsoil, plants and mulching with a 45 mm linden tree and a selection of shrubs/flowering shrubs and perennials that will allow for seasonal colour)
- Update and maintain a planting bed approximately 14x7 ft at the soccer field (includes excavation, topsoil, plants and mulching including a selection of shrubs/flowering shrubs and perennials to allow for seasonal colour)
- Supply and install 3 flowering shrubs and mulch in the planter with Bill Churchill plaque.

Newbury Street

- Suggest and complete beautification in the newly created green area at Newbury Street.

Rainbow Gully Park- 1119 Thorburn Road

- Weed, fertilize, mulch and add flowers to existing beds and walkway areas
- Environmentally safe fertilizers only.

Emma Churchill Dawson- Portugal Cove Road/Bell Island Ferry access road

- Weed, add flowers and mulch for seasonal color.

Fanny Goff Memorial- Loop Drive

- Add flowers, weeding, flowering shrubs, and mulch to existing bed.
- Weed gravel area.



War Memorial- located at intersection of Loop Drive and Harding's Hill

- Clean up the existing vegetation behind the War Memorial.
- Add mulch and flowers/ flowering shrubs to add colour. Would like to have seasonal colour for July 1st and November 11th ceremonies.



Bark Pot - Town Hall 1119 Thorburn Road

- Add soil and plant with flowers and greenery to allow for seasonal colour until put in storage in the late fall. Combination of annual and perennials – please recommend what would be best.



West Point Memorial – West Point Road

- Weed, mulch, and add flowers/shrubs in the existing bed at the sign.
- Clean up rosebush hedge.



Town Hall – 1119 Thorburn Road

- Update and maintain 3 planting beds in front of the Town Hall in the locations identified in the below pictures as well as the bed surrounding the flag poles in the Fire Hall lot
- Add flowers, flowering shrubs, shrubs, mulch.
- Clean up existing tulip bed- add something that can provide greenery/colour after tulips are finished blooming.





1. Deliverables:

- a. The plan should include sufficient decision-making information for Council to readily implement its recommendations, including but not limited to: prioritized projects, site locations, construction templates, and costs.
- b. The plan should be appropriately detailed, while concisely and attractively presented to promote easy access and readership.
- c. Printed and digital copies of the report and trail maps
- d. The Proponent has six (6) months from the time the contract is awarded to complete the process and deliver a final report, document, presentation to council.

3.0 OTHER CONSIDERATIONS:

General Information

1. The successful Proponent must ensure that that work undertaken does not conflict with any Federal or Provincial Acts or Regulations
2. The consultant shall submit to the Town 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 Town.
3. Consultants to be aware that they will be required to provide a Final Status Report, marked as such, to the Town to close out the project(s). Additionally, consultants will be required to provide a Final Status Report, marked as such, for their own invoicing.
4. The consultant shall submit updated schedules along with project status reports that reflect current status and revised forecasted completion.

4.0 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

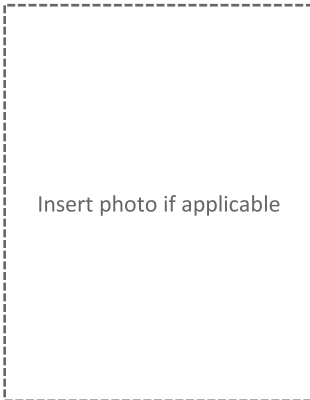
Challenges

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



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