



Portugal Cove-St. Philip's Splash Pad Building Request for Proposals - Design/Build, Splash Pad Building

Project #PCSP-PW-2023-17

Issue Date: May 17, 2023

Proposals marked "Splash Pad Building – Design / Build" will be received at the Town of Portugal Cove-St. Philip's, Town Hall, 1119 Thorburn Road, NL, A1M 1T6 up to 2:30 PM, June 1, 2023, to provide complete project management, design, and construction of Splash Pad Building - to be located on the Portugal Cove-St. Philip's Rainbow Gully Park grounds. We are seeking a highly experienced, design-build contractor to design and construct a Splash Pad Building that will be operated from May to October, or as weather permits.

Detailed information packages are available online at: www.pcsp.ca

Please submit your inquiries to:
Alex Rogers, Public Works Manager
1119 Thorburn Road, NL, A1M 1T6,
by telephone to 895-8000, by fax to 895-3780 or by email to alex.rogers@pcsp.ca.

Closing Date: 2:30 PM, Thursday, June 1, 2023

NOTE: It is the Proponent's responsibility to check the Town's website for any addendums.

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1. INVITATION

1.1. Statement of Request for Proposal

The Town of Portugal Cove- St. Philip's (the "Town") is seeking proposals from experienced design-build contractors to construct a change room, mechanical, equipment and storage facility, that houses the mechanical and plumbing components required to operate the Rainbow Gully (RBG) splash pad; as well as containing 3 washrooms (two unisex & one Adult accessible).

1.2. Terminology

The following terms will apply to this Request for Proposal and to any subsequent Contract. Submission of a proposal in response to this Request for Proposal indicates acceptance of all the following terms:

"Best Value" means the value placed upon quality, service, past performance, and price.

"Contract" means the written agreement resulting from the Request for Proposal executed by the Town of Portugal Cove- St. Philip's and the Successful Proponent.

"Town" means the Town of Portugal Cove- St. Philip's.

"Town Representative" means the Representative or appointee engaged by the Town to supervise the work"

"Must", "mandatory" or "required" means a requirement that must be met in order for a PROPOSAL to receive consideration.

"Premises" shall mean building(s) or part of a building with its appurtenances.

"Proposal" shall mean the proponent's submission in response to this RFP.

"Proponent" means a party submitting a proposal to this RFP.

"RFP" means- Request for Proposal.

"Request for RFP" (RFP) includes the documents listed in the index of the Request for RFP and any modifications thereof or additions thereto incorporated by addenda before the close of RFP's.

"Should" or "desirable" means a requirement having a significant degree of importance to the objectives of the Request for RFP.

“Special Conditions” means the special conditions, which are included in the RFP.

“Subcontractor” includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.

“Successful Proponent” means the proponent submitting the most advantageous RFP as determined by the Town.

“Work” means any labour, duty, expertise and/or efforts to accomplish the purpose of this project

1.3. Request for Proposal Documents

Copies of the Request for Proposal may be obtained from the Town of Portugal Cove- St. Philip’s:

Town Hall Front Counter
1119 Thorburn Road, NL, A1M 1T6
Telephone: 895-8000

Website PCSP.ca

1.4. Town Representative

The Town’s Representative will be:

Mr. A. Rogers, Public Works Manager
Town of Portugal Cove-St. Philip’s
1119 Thorburn Road, NL, A1M 1T6
Telephone: 895-8000
Fax: 895-3780
Email: alex.rogers@pcsp.ca

All inquiries relating to the RFP shall be directed to the Representative. Closing Date and Time

- RFP Closing Time: 2:30 pm
- RFP Closing Date: June 1, 2023

Proposals received after the Closing Date and Time for receipt of Proposals will be considered as “Late Proposals”. Late proposals will not be accepted and will be returned unopened to the sender.

1.5. Background

The Town of Portugal Cove-St. Philip's is a community of approximately 8500 residents located on the Northeast Avalon bordering the city of St. John's.

The Town has a demographic of varying ages, with two schools (grade range K-4 & 5-9) locating within the community. Rainbow Gully Park is located adjacent to the Brookside Intermediate school, with the location being as such, the Town believes this an ideal location for a splash pad for youth and adult residents to enjoy outdoor recreation; as such, the Town requires a building be constructed to house mechanical and electrical components for the splash pad, as well as change room and wash facilities.

The following site has been selected for inclusion as part of this renovation project:

Rainbow Gully Park – Located off Rainbow Gully Road.

2. PURPOSE & SCOPE OF WORK

2.1 Purpose

This RFP is for Design-Build services. The purpose of the project is to design, and then construct, a Splash Pad Building. Contractors submitting proposals shall submit with their proposal:

1. A price for completing construction ready documents.
2. A proposed design with adequate detail to determine if project deliverables will be achieved.
3. A price for completion of the construction work, as detailed in the proposed design submitted by the contractor.

2.2 Scope of Work & Objectives

The scope-of-work for this project includes:

- Provide all materials, expertise and labour to conduct: project management; design; and construction of the RBG Splash Pad Building to be located within the RBG park.
- Submit health and safety plan.
- Prepare and facilitate design work to be approved by the Town of Portugal Cove-St. Philip's.
- Assess site location and conditions prior to submitting a proposal.
- Upon award, determine and provide design, and schedule of work.
- Proponent must obtain and submit all required permits.
 - Provide a copy of all permits to Town.
- Provide proposed schedule of construction work.

- Secure work areas, and schedule with the Town of Portugal Cove-St. Philip's access to the site.
- Construct the project.
- Guarantee all work is performed in accordance with National Building and Plumbing Building codes.
- Provide project oversight and on-site supervision throughout the entire duration of the project.
- Meet with the Town of Portugal Cove-St. Philip's Public Works Director, or their designate, throughout the construction process, regularly, to discuss and refine the goals of the project.
 - Must maintain constant contact with owner throughout entire project.
- Prepare necessary design documents, and fixture & furnishings specifications, for approval by the building owner.
- Provide all ancillary labour and materials, both detailed and not detailed, required to conduct the renovation project.
- Provide, or arrange for, all site inspections required, in order to ensure, that construction work is completed in accordance with the National Building Code of Canada, latest edition.
- Ensure that all construction work is conducted safely, and within the guidelines as prescribed by industry best practices, Workplace NL, and the Town of Portugal Cove-St. Philip's.
- Ensure that all design and construction work is completed within the budget agreed upon by the Town of Portugal Cove-St. Philip's.
- Assist The Town of Portugal Cove-St. Philip's in identifying potential savings opportunities. Notify the Town of Portugal Cove-St. Philip's in a timely fashion of any discrepancies, problems, or changes that arise during the project.
- Upon substantial completion, provide final inspections, and all warranty information.
- RBG Splash Pad Building shall be wood frame construction.
- RBG Splash Pad Building shall be built to meet accessibility best practices.
- RBG Splash Pad Building shall be built to enable efficient cleaning.
- RBG Splash Pad Building shall be outfitted with indoor and outdoor LED lighting.
 - All interior lighting must be flush mounted.
- Stubs for water & sewer service must be stubbed no less than 5m from building location for future connection to Towns infrastructure.
 - Water must be 25mm Municipex.
 - Sanitary sewer must be 100mm PVC.
 - Stubs must be capped until such time as connection is possible.
- RBG Splash Pad Building shall be constructed with a slab on grade concrete floor, with a non-slip epoxy coating.
 - Prior to pouring slab, plumbing lines for splash pad must be ran into splash pad room, as indicated in the attached drawings in Appendix B.
 - Centralized floor drains shall be placed in the middle of each room, with the concrete floor sloped to the drains.
 - Floor drains shall be connected to the sanitary sewer system.
- Footings to be below frost line, accompanied by weeping tile placed around footings

and tied to storm water system.

- Weeping tile must be 100mm perforated PVC pipe, sloped to low point for drainage.
- Covered in clean pea stone/drainage rock. With a non-woven, geo textile fabric placed over stone.
- Transom windows to be located at the top of the exterior walls, to allow adequate light in.
- Mini split to be used for heat option, with individual units for each room.
 - Units must be placed with accessibility and safety in mind on exterior and interior.
 - Units must be placed above grade to avoid snow drift or flood damage.
- Centralized HVAC system to be installed in mechanical room, with ducts running to each room.
 - Each room to have 1 (one) duct located in middle of room, unobstructed.
- Splash pad equipment room and mechanical room to have sound proofing installed.
- Siding to be vinyl, and to match the color of Towns Recreation Center.
- Roof shall be of Hip Roof design.
- Black asphalt shingles with ice guard.
- White vinyl trim to be used around windows and exterior doors, trim must be compatible with vinyl siding.
- Exterior doors to be insulated metal and painted purple in color.
 - Panic bars to be installed on the interior of doors as required to meet accessibility needs.
 - Lever handles to be installed on outside, keyed to the key provided.
 - All doors must come with door closures installed.
 - Door to accessible washroom/changeroom to be fitted with automatic opening and closing on both interior and exterior. As well as internal locking mechanism.
- PVC trim to be used around interior doors – painted white.
- Interior window trim to be MDF, painted white.
- Frost free hose bib to be installed on exterior of building. Located on the exterior wall of the Janitors room.
- Insulation must meet the following minimum levels:
 - Exterior Walls: R20
 - Ceiling: R40
- Soffit to have fascia painted white.
 - Ice guard to be installed.
- All water lines will be Pex and must follow National Plumbing and Building Code standards.
- All sanitary lines will be PVC and must follow National Plumbing and Building Code standards.
- All water sink fixtures to be touchless Moen taps or equivalent.
- All toilets to be high efficiency American Standard or equivalent.
- Washrooms/changerooms to be fitted with 1 (one) electronic hand dryer and 1 (one) paper towel dispenser.
 - Xcelerator to be electronic hand dryer make.
 - Hand towel dispenser to be Kruger make and able to hold an 8-inch diameter roll or no less than 400ft.

- Bathrooms to be fitted with standard mirrors above the sink.
- Wash closets to be constructed from metal.
 - 2 (two) coats of paint to be applied.
 - Each wash/change room (excluding accessible wash/change room) must be fitted with an accessible stall & standard sized stall.
- Accessible wash closets must meet National Building Code standards.
- All interior walls to be constructed from drywall, primed, and painted white in color.
- Baseboards on all interior walls to be 6” (inch) high rubberized material. Black in color.
- Ceilings to be 8ft high.
- Each washroom/changeroom is to be fitted with a manually activated soap dispenser located near the sink.
- Each wash closet to have toilet paper dispenser installed.
 - Kimberly Clark make. With ability to hold 2 (two) 9-inch diameter rolls.
- Showers to be fitted with push button on/off, with timed flow.
- Showers to have tiled walls, with concrete slab on grade floor sloped towards floor drain in middle of shower.
 - Tile type and color to be agreed upon with the Town.
 - Showers to have concrete “curb” installed of not less than 2 inches, and not more than 4 inches.
- Showers to be fitted with one internal curtain rod, offset 3ft from wall.
 - With metal door of same make and color to wash closet, installed 3ft back from curtain. This is to create a “changing” area.
 - Doors and curtain rod must not extend further than 2ft below ceiling height.
 - Accessible shower to only have curtain and rod.
- Each bathroom/change room to be fitted with 1 (one) 6ft standard height bench.
 - Bench to be made of laminated wood and aluminum legs.
- Each bathroom/change must be fitted with a change table to be located within the accessible wash closet.
- Each washroom to be fitted with 6-foot privacy wall, located near doorway to block line of sight into washroom. Must be placed such that accessibility is not compromised.
- Accessible washroom/change room to be fitted with adult sized accessible shower, shower bench of durable plastic make, adjustable position shower head, shower floor drain, adult change table capable of 500lb load.
- Interior room dimensions will be outline in a proposed floor plan drawing in Appendix B, door locations are approximate and must be finalized in proposal by contractor. Contractor must submit floor plan with proposal.

The Scope of Work detailed at the required site meeting is intended to provide the Proponent with information pertaining to the general extent of the work. The Proponent will use innovation when developing its pricing and will propose revisions or alternatives for the construction methodology, which may be considered beneficial to the Town.

All proposed revisions or alternates must be clearly identified.

All Proponents must conduct a site inspection and ensure that they understand the

construction objectives. Site inspections must be arranged by contacting:

Alex Rogers, Public Works Manager
Town of Portugal Cove-St. Philip's
1119 Thorburn Road, NL A1M 1T6
Telephone: (709) 895-8000
Fax: (709) 895-3780
Email: alex.rogers@pcsp.ca

Site inspections will consist of:

- Review of site.
- Review and discussion with Town of Portugal Cove-St. Philip's, regarding, project objectives.

Proponents who do not conduct a scheduled site inspection will not be granted consideration for this project.

2.3 Summary of Deliverables

- Complete Design-Build services for construction of a RBG Splash Pad Building.
- Provide complete project management for the construction of a RBG Splash Pad Building.
- Provide all design specifications, permits, and required approvals.
- Provide all construction services, including all trades or expertise required.
- Ensure that all materials and installation procedures meet manufacturer's specification, as well as the National Building and Plumbing code.
- Ensure that the Work is performed to code and that all sites are clean of debris.
- Ensure that all deficiencies are rectified in a reasonable time frame (1 month after completion).
- Provide all warranty, certification, inspection and disposal documentation.
- Provide health and safety work plan.
- Provide certified traffic control when required.
- Provide a completed operations and maintenance manual at completion of the work.

2.4 Commencement, Prosecution and Completion of Work

If awarded the Contract, the Proponent shall complete the project to meet the intent for the Work to be substantially complete by September 8, 2023 or as agreed upon with the Town; with all noted deficiencies cleared and completed by September 29, 2023 or as agreed upon

with the Town.

2.5 Budget

The scope-of-work may have to be adjusted to ensure that the cost of the services remains within budget. Adjustments to the scope-of-work by deletion of requirements from the scope or reduction of measures implemented shall not nullify the Proponent submitted pricing or any submissions to the project. The Town may add or delete any scope-of-work without need to re-issue to all bidders.

3. FORMAT OF PROPOSALS

To assist in receiving similar and relevant information, and to ensure your Proposal receives fair evaluation, the Town asks that Proponents provide detailed information for the itemized list below and follow the same format and numbering system.

Proponents are asked to provide a reply to each point throughout the RFP and the Proponent must identify any specific provisions with which it is unwilling or unable to comply.

A Proposal response submitted must be in enough detail to allow the Town to determine the Proponent's position from the documents received. Every effort should be made to include complete details of services you or your company would provide.

3.1. Proposal Overview

The proposal shall include a cover page referencing the RFP title, a table of contents, and a cover letter.

The cover letter:

- Shall be signed by an authorized person to legally bind the Proponent to the statements made in the Response to this RFP;
- Provides a summary of the services to be provided;
- Provides a general overview of the company, its structure, size and capability to perform the work required;
- Includes the name, telephone, fax and email address of the contact person for the Proposal, the contact person should have the authority to answer questions regarding the Proposal; and
- Includes the name and phone number of a contact person to be notified regarding contractual issues.

3.2. Proponent Experience

This section must specifically highlight recent and relevant project experience that demonstrates the company's suitability to undertake the scope of work. This section should be no more than two (2) pages in length. A minimum of three references relating to relevant project experience must be provided, including contact names and details for the projects.

3.3. Project Team & Experience

To be identified at project start-up meeting; items to be identified at this meeting shall be as follows:

The proposal shall clearly identify the proposed project manager and team members to perform the work and indicate the level of involvement of each team member in the proposed work. This section should address team structure, organization, and availability, and also demonstrate how the team members identified have the requisite experience to perform the work.

Project management practices shall be in accordance with well-established practice and standards, accepted and recognized by project management associations and the industry.

3.4. Warranties and Guarantees

The Proponent warrants and guarantees that the Work is free from all defects arising from faulty design or application in any part of the Work that has been provided by the Proponent. The Proponent warrants and guarantees that the Work is free from all defects arising from faulty construction, manufacture, installation, materials, or workmanship which appear within twelve (12) months from the date of accepted completion of the Work or such other period specified in the contract documents.

The project management contractor will ensure that all warranties received from product manufacturer are transferred to the Town.

3.5. Work Schedule

Proponent to provide a timeframe for completion of the project; identified as number of weeks to completion. This information is to be shown on the pricing form.

3.6. Progress of the Work

The Proponent shall use sufficient labour, equipment, and materials to properly perform the Work in accordance with the contract by the completion dates specified and, on request, shall provide details about the plans and method of performing the Work. If the Consultant considers the rate of progress of the Work to be insufficient to complete the Work by the completion dates, the Proponent shall expedite the progress of the Work.

4. REQUEST FOR PROPOSAL PROCESS

4.1. Review and Interpretation of Proposals

Each Proponent will be solely responsible for examining all the RFP documents, including any Addenda and issues during the RFP period and for independently informing itself with respect

to all information contained therein, and all conditions that may in any way affect the Proposal, before the Proposal is submitted.

Each Proponent will review all RFP documents and will promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency, or omission contained therein. Any such request must be submitted to the Town's Representative in writing, electronically or otherwise, no later than 2:00 PM, five (5) days before the closing date.

Where such requests result in a change or a clarification to the requirements of the RFP, the Town will prepare and issue an Addendum to this RFP.

4.2. Not a Tender Call

This RFP is not a Tender call and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Town.

4.3. Addenda

The Town reserves the right to modify the terms of the RFP at any time at its sole discretion. Written addenda issued by the Town will be the only means of varying, clarifying or otherwise changing any of the information contained in this RFP. The Town reserves the right to issue Addenda up to the RFP Closing Date and Time. The date set for submitting Proposals may be changed if, in the Town's opinion, more time is necessary to enable Proponents to revise their Proposals. Addenda will state any changes to the RFP Closing Date and Time. It is the Proponent's responsibility to ensure that they have all modifications. Proposals must acknowledge receipt of all addenda.

4.4. Preparation of Proposals

All proponents shall be solely liable for all costs incurred in the preparation of proposals in response to this RFP. This Request for Proposals does not commit the Town to award a contract, to pay any costs incurred in the preparation of a proposal or to contract for the goods and/or services offered.

The Proposal submitted by each Proponent will be signed by an Authorized Representative of the Proponent. If the Proponent is a corporation, in addition to signature, affix corporate seal (if available). If a natural person makes the proposal, the Proponent must sign it with their name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.

4.5. Proposal Submissions

The Proposal must be labelled with the Proponent's name and RFP title, and it must include a cover letter and Appendix A, Proposal Summary, signed by a person authorized to legally bind the Proponent to the statements made in the Response to this RFP.

The Proponent may submit a Proposal either by email or in a hard copy, as follows:

(a) Email

If the Proponent chooses to submit by email, the Proponent must submit the Proposal electronically in a single PDF file to the Town by email at: procurement@pcsp.ca on or before the Closing Date and Time.

PDF emailed Proposals are preferred, and the Town will confirm receipt of emails. Note that the maximum file size the Town can receive is 10Mb. If sending large email attachments, Proponents should phone to confirm receipt. A Proponent bears all risk that the Town's equipment functions properly so that the Town receives the Proposal on time.

(b) Hard Copy

If the Proponent chooses NOT to submit by email, the Proponent shall submit two (2) copies of the proposal which must be delivered to:

Town of Portugal Cove-St. Philip's
Attention: Alex Rogers, Public Works Manager
1119 Thorburn Road, NL
A1M 1T6

On, or before, the Closing Date and Time.

4.6. Modification of Bids

Modifications to bids already submitted will only be allowed if submitted in writing prior to the Closing Date and Time unless requested by the Town for purposes of clarification.

4.7. Withdrawal

Proposals may be withdrawn by written notice provided such notice of withdrawal is received prior to the closing date and time.

4.8. Incomplete Proposals

No proposal shall be altered, amended, or withdrawn after the closing date and time of the RFP. Negligence on the part of the Proponent in preparing the Proposal confers no right for withdrawal of the Proposal after it has been opened.

While the Town has made considerable efforts to ensure an accurate representation of information in each respective RFP, the information contained in the RFP is supplied solely as a

guideline for the Proponent and is not necessarily comprehensive or exhaustive. Nothing in a Town RFP is intended to relieve the Proponent from forming their own opinions and conclusions in respect of the matters addressed in the RFP.

The Town expressly reserves the right to reject or accept any Proposal whether or not completed properly and whether or not it contains all required information. Without prejudice to this right, the Town may request clarification where, in the opinion of the Town, the Proponent's intent is unclear.

4.9. Opening of Proposals

Proposals may be opened by the Town at any time after the submission deadline. Anyone is welcome to join the Zoom opening by using this link <https://us02web.zoom.us/j/83891615247> with Meeting ID: 838 9161 5247. All proposals satisfying the requirements of this Request for Proposals will be evaluated to establish which of the offers best fulfills the needs of the Town and this assignment.

In the event that only one proposal is received, the Town reserves the right to return the proposal unopened.

4.10. Acceptance of Proposals & Contract

Each Proposal will be valid and irrevocable for a period of sixty (60) days from the Closing Date and Time for receipt of Proposals.

By submission of a proposal, the proponent agrees that should its proposal be successful the proponent will enter into a Contract with the Town of Portugal Cove-St. Philip's. The RFP, accepted submission, and Town contract documents represent the entire Agreement between the Town and the Successful Proponent and supersede all prior negotiations, representations, or agreements either written or oral. The Contract documents may be amended only by written instrument agreed and executed by the Successful Proponent and the Town.

The acceptance of the proposal by the Town shall be made only by notice in writing to the Successful Proponent. Such acceptance shall bind the Successful Proponent to execute in a manner satisfactory to the Town.

The Town shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal.

4.11. Rejection of Proposals

The Town reserves the right to accept or reject, at the Town's sole discretion, any or all proposals received as a result of this request. The Town also has the right to negotiate with all qualified officers or to cancel this Request for Proposal or accept the proposal that is deemed most advantageous to the Town if it is in the best interests of the Town to do so. The

Town reserves the right to award this Proposal in whole or part and retains sole discretion not to award at all. The decision of the Town shall be final.

5. PROPOSAL EVALUATION AND SELECTION CRITERIA

The following criteria, but not restricted thereto, will be used to evaluate responses. Evaluation of Proposals will be by an Evaluation Committee formed by the Town.

CATEGORY	DETAILS	(A) Score		Total Score
Project Management & Team Experience	Demonstrated ability to provide goods & services required by the Town	5		
	Proven expertise in providing the required goods & services	5		
	Reference checks (where conducted)	5		
Methodology	Experience of Town and / or consultant with Proponent and their history of satisfactory delivery of services, on time, on budget and meeting contractual obligations	10		
	Proposed design	10		
Work Schedules	Construction work completion date	15		
Costs	Cost of services.	50		

Scoring

NOTE: A score of ZERO (0) on ANY of the Rated Criteria items MAY result in disqualification of a Submission. The highest scoring or any submission will not necessarily be accepted.

Preference will be given to local proposals of acceptable, equivalent quality and readily available services in the event of a tie.

6. GENERAL INSTRUCTIONS

6.1. Instructions to Proponents

The following terms will apply to this RFP and to any subsequent Contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

- a. The law applicable to this RFP shall be the law in effect in the Province of Newfoundland and Labrador. Except for an appeal from a Newfoundland and Labrador Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of Newfoundland and Labrador.
- b. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications, and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations, or codes applicable to the Services, the more restrictive shall apply.
- c. Applicability of law: All references in the RFP to statutes and regulations thereto and Town bylaws shall be deemed to be the most recent amendments thereto or Replacements thereof.
- d. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Town of Portugal Cove-St. Philip's, shall remain the property of the Town of Portugal Cove-St. Philip's.
- e. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) Addenda; (2) RFP; (3) Special Conditions; (4) Drawings; (5) all other documents.
- f. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- g. Town policy as well as applicable Federal and Provincial laws govern methods of payment.
- h. The RFP, accepted submission, and Town contract documents represent the entire Agreement between the Town and the Successful Proponent and supersede all prior

negotiations, representations, or agreements either written or oral. The contract documents may be amended only by written instrument agreed and executed by the Successful Proponent and the Town.

6.2. Proponent's Responsibility

It is the responsibility of the Proponent to ensure that the terms of reference contained herein are fully understood and to obtain any further information required for this proposal call at their own initiative. The Town reserves the Right to share, with all Proponents, all questions and answers related to this proposal call.

6.3. No Obligation to Proceed

Though the Town fully intends at this time to proceed through the RFP, in order to select the services, the Town is under no obligation to proceed to the Contract, or any other stage. The receipt by the Town of any information (including submissions, ideas, plans, drawings, models, or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employers, or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of goods or services.

6.4. No Collusion

Except as otherwise specified or as arising by reason of the provision of the Contract Documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with proposals submitted for this Request for Proposal and the Proponent has no knowledge of the contents of other proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the proposal.

6.5. Town Responsibility

The Town will provide the Successful Proponent with Town documents such as existing bylaws or plans that may be required to complete the scope of work and achieve the goals and objectives laid out herein.

6.6. Conflict of Interest

At no time during the Proposal stage, evaluation stage, after award, or during the preparation of the Scope of Work shall a Town employee or Council Member or appointed Authority, Committees or Commissions be in any way connected with the Proponent. Proponents are to include, with their initial Proposal, and at any subsequent time where requested to do so by the Town, full details of any employee, person, firm or corporation that could be considered at

conflict with the Town.

6.7. Confidentiality

The Town will endeavor to keep all proposals confidential. The material contained in the Successful Proposal will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Town contract shall not be released if the Town deems such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

6.8. Limitation of Damages

The Proponent, by submitting a Proposal agrees that it will not claim damages, for whatever reason, relating to the RFP, by reason of submitting a Proposal, in respect of the competitive process, or in respect of any breach of any implied duty of fairness, including but not limited to any costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any and all such claims.

6.9. Ownership of Documents

All documents and materials submitted in response to this RFP shall become the property of the Town.

6.10. Gifts and Donations

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Town. The Successful Proponent shall report to the Chief Administrative Officer any attempt by Town employees to obtain such favours.

6.11. Insurance & WCB

The Successful Proponent must indemnify the Town and their employees, officers, directors and agents (each an "Indemnified Person") against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred that an Indemnified Person may sustain, incur, suffer or be put to, either before or after this Contract ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or Successful Proponents in providing the Services, except liability arising out of any independent negligent act by the Town.

The Successful Proponent accepts responsibility for the acts and omissions of all Subcontractors it may engage in rendering the Service on the Project.

The Proponent shall obtain and continuously hold for the term of the Contract, insurance coverage with the Town listed as "Additional Named Insured" the minimum limits of not less than those stated below:

- Commercial General Liability – not less than \$2,000,000 per occurrence
- Vehicle Third Party Liability – not less than \$2,000,000 per occurrence
- Error & Omissions Insurance – not less than \$500,000 per occurrence

The Proponent must comply with all applicable laws and bylaws within the jurisdiction of the work. The Proponent must further comply with all conditions and safety regulations of the Workers' Compensation Act of NL and must be in good standing during the term of any Contract entered into from this process.

6.12. Negotiation Delay

If a written Contract cannot be negotiated within thirty (30) days of notification of the Successful Proponent, the Town may, at its sole discretion at any time thereafter, terminate negotiations with that proponent and either negotiate a Contract with the next qualified proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

6.13. Execution of Contract

If the offer contained in this proposal is accepted, upon being advised that the Contract Documents are available, the Proponent will obtain the Contract Documents and Drawings, if any, and will execute and identify the documents and drawings in a form and manner acceptable to the Town, and will deliver the same within Thirty (30) days from the time when the same are available, delivered or mailed to the Proponent.

6.14. Failure or Default of Proponent

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing which is an obligation of the Proponent under the terms of this proposal, the Town at its option may consider the Proponent has abandoned the offer made or the contract if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void and the Town shall be free to select an alternate solution of its choosing.

If the Proponent is a corporation, in addition to signature, affix corporate seal (if available). If a natural person makes the proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and NOT incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.

7. ADDITIONAL TERMS

7.1. Sub-Contracting

Using a Subcontractor (who must be clearly identified in the proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, in this case, one of these proponents must be prepared to take overall responsibility for

successful interconnection of the two product or service lines and this must be defined in the proposal.

Subcontracting to any firm or individual, whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this proposal.

7.2. Liability for Errors

While the Town has used considerable efforts to ensure an accurate representation of information in this RFQ, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Town, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

7.3. Agreement with Terms

By submitting a proposal, the Proponent agrees to all the terms and conditions of this RFP. Proponents who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do otherwise will invalidate the proposal.

7.4. Use of Request for Proposal

This document or any portion thereof, may not be used for any purpose other than the submission of proposals.

8. SPECIAL CONDITIONS

- a. A qualified proposal is one which meets the needs and specifications of the Town, the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the Town.
- b. The Town will decide whether a proposal is qualified by evaluating all of the proposals based on the needs of the Town, specifications, terms and conditions and price. The Town will examine all proposals and recommend which proposal is in the Town's best interest.
- c. A proposal which is unqualified is one that exceeds the cost expectations of the Town and/or does not meet the terms and conditions contained in the RFP and/or do not meet the needs and specifications of the Town. The Town reserves the right to reject any or all unqualified proposals.
- d. The Town reserves the right to cancel this RFP at any time.
- e. The Successful Proponent, herein named the Consultant, shall guarantee that his proposal will meet the needs of the Town and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Consultant and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Consultant.
- f. Cancellation Clause - The Town reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days' written notice to the Vendor.
- g. Protection of Town Against Patent Claim - The Successful Proponent shall hold and save the Town, its officers, agents, servants, and employees, harmless from liability of any nature or kind, including costs and expenses for or on account of any copyrighted or un-copyrighted composition, secret or other process, patented or unpatented invention, articles or appliance manufactured or used in the performance of this contract, and/or used or to be used by the Town before or after completion of the work unless otherwise stipulated in this contract, and if the Successful Proponent shall fail to save harmless the Town, its officers, agents, servants, or employees in manner aforesaid, any money collected from the Town, its officers, agents, servants, or employees by reason of such failure shall be charged to the Successful Proponent.

9. ADDITIONAL NOTES

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 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.

10. PROVINCIAL SUPPLIER ALLOWANCE

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.

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.

11. ATIPPA

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process. This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015*. 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*.

APPENDIX "A"

PROPOSAL SUMMARY AND SIGNATORIES

I/We have read and understood, having carefully examined the Request for Proposal, for the above stated project.

Proponents Business Name: _____

Address: _____

Authorized Signature(s):

<u>Signature</u>	<u>Name</u>	<u>Title</u>

Date: _____

Telephone Number/Facsimile: _____

Email Address: _____

BUILDING:

For the purpose of evaluation, the Proponent submits the following itemized price excluding applicable taxes:

Item	Description	Quantity	Material	Labour	Total
1	Design and provide construction ready documents	1	\$_____	\$_____	\$_____
2	Complete construction	1	\$_____	\$_____	\$_____
Sum of Item Totals; excluding value added taxes.				\$	_____
HST (15%)				\$	_____
TOTAL COST					_____

Timeframe for completion of the project; identified as number of weeks to completion.
 Weeks__.

APPENDIX "B"