



Portugal Cove St. Philip's

TOWN OF PORTUGAL COVE - ST. PHILIP'S Request for Proposal #: PCSP-PD-2026-07

Waterway Testing

Issue Date: May 11th, 2026

Proposal Submission Date deadline: May 25th, 2026 @ 11:00 am (NDT)

Town Hall,

1119 Thorburn Road, Portugal Cove – St. Philip's, NL

A1M 1T6

Prepared by: Town of Portugal Cove St. Philips

1119 Thorburn Road

Portugal Cove-St. Philips, NL

A1M 1T6

(709) 895-8000 (T)

(709) 895-3780 (F)

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

Contents

- 1. INVITATION4
 - 1. Statement of Request for Proposal.....4
 - 2. Terminology4
 - 3. Request for Proposal Documents.....5
 - 4. Town Representative5
 - 5. Background.....5
- 2. PURPOSE & SCOPE OF WORK6
 - 1. Purpose6
 - 2. Scope of Work6
 - 3. Assumptions.....7
 - 4. Completion of Work.....7
 - 5. Budget.....7
- 3. FORMAT OF PROPOSALS8
 - 1. Proposal Overview.....8
 - 2. Proponent Experience8
 - 3. Project Team & Experience9
 - 4. Warranties and Guarantees9
 - 5. Work Schedule.....9
 - 6. Progress of the Work.....9
- 4. REQUEST FOR PROPOSAL PROCESS9
 - 1. Review and Interpretation of Proposals9
 - 2. Not a Tender Call..... 10
 - 3. Addenda 10
 - 4. Preparation of Proposals 10
 - 5. Proposal Submissions..... 10
 - 6. Modification of Bids..... 11
 - 7. Withdrawal..... 11
 - 8. Incomplete Proposals..... 11
 - 9. Opening of Proposals..... 12
 - 10. Acceptance of Proposals & Contract..... 12
 - 11. Rejection of Proposals 12
- 5. PROPOSAL EVALUATION AND SELECTION CRITERIA..... 13
- 6. GENERAL INSTRUCTIONS 13
 - 1. Instructions to Proponents 13
 - 2. Proponent’s Responsibility 14
 - 3. No Obligation to Proceed..... 14
 - 4. No Collusion 15
 - 5. Town Responsibility..... 15

6.	Conflict of Interest	15
7.	Confidentiality	15
8.	Limitation of Damages	15
9.	Ownership of Documents	16
10.	Gifts and Donations	16
11.	Insurance & WCB	16
12.	Negotiation Delay	16
13.	Execution of Contract	17
14.	Failure or Default of Proponent	17
7.	ADDITIONAL TERMS	17
1.	Sub-Contracting	17
2.	Liability for Errors	17
3.	Agreement with Terms	18
4.	Use of Request for Proposal	18
8.	SPECIAL CONDITIONS	18
9.	ADDITIONAL NOTES	19
1.	COVID – 19	19
2.	PROVINCIAL SUPPLIER ALLOWANCE	19
3.	ATIPPA	19
	APPENDIX “A”	20

1. INVITATION

1. Statement of Request for Proposal

The Town of Portugal Cove- St. Philip's is seeking proposals from experienced firms to complete a Housing Needs Assessment.

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 or Shall", "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

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 Procurement
Procurement@pcsp.ca
1119 Thorburn Road, NL, A1M 1T6
Telephone: 709-895-8000

Website <https://pcsp.ca/your-government/procurement/>

4. Town Representative

The Town's Representative will be:

Ashley Linehan, Director of Planning & Development
Town of Portugal Cove-St. Philip's
1119 Thorburn Road,
Portugal Cove-St. Philip's, NL A1M 1T6
Telephone: 709-895-8000 ext. 269 Fax: 709-895-3780
Email: ashley.linehan@pcsp.ca

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

- RFP Closing Time: 11:00 amNDT
- RFP Closing Date: May 25, 2026

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.

5. Background

The Town of Portugal Cove–St. Philip's is a growing suburban community bordering the City of St. John's. Home to approximately 8,500 residents, the Town offers a mix of established neighbourhoods and new development areas and continues to attract population growth due to its proximity to the City of St. John's and rural community character.

Environmental protection is a core value of the Town and is referenced in its Strategic Plan and Municipal Plan and Development Regulations.

In 2017, 2018 and 2019, the Town had a Green Team through Conservation Corps Newfoundland and Labrador that completed testing of selected waterbodies and watercourses to determine where nutrient enrichment was present. The Town wishes to continue this initiative through an environmental consultant.

2. PURPOSE & SCOPE OF WORK

1. Purpose

This RFP is for consultant services. The purpose of the project is to collect water samples, analyze these samples, and provide a certified report explaining the impact, if any, that each identified enrichment has on a waterway, the difference in levels since the last Green Team report for that waterway, and recommendations on reducing enrichments.

2. Scope of Work

The scope of work for this project includes:

- Collect water samples from the following waterways. Based on budget availability, one sample (in the spring) or two samples (in the spring and fall) will be obtained.
 - Beachy Cove Brook
 - Broad Cove River
 - Main River
 - Blast Hole Ponds
 - Miller's Pond
 - Murray's Pond
 - Neary's Pond
 - Clement's Pond
 - Oliver's Pond
 - Hugh's Pond
 - Mitchell's Pond
- Complete a water analysis to identify if any of the following are present:
 - Nitrates
 - Phosphates
 - E. Coli
 - Caffeine
 - Any other enrichments recommended for testing not listed that would not result in an increase in project cost
- Submission of a final report including the following (but not limited to):
 - Map(s) identifying the location of each water sample obtained with coordinates
 - Testing results for each water sample
 - Explanation of long-term impacts that identified nutrients may have on the waterway
 - Comparison analysis of nutrient levels obtained by the Green Team in 2017, 2018 and 2019. If two samples are obtained during this project, a comparison analysis of the two 2026 samples will also be completed to identify any changes noted between the two samples
 - Recommendation(s) on reducing nutrient levels and/or impacts
 - Certification of the report by a qualified professional (ex. environmental engineer)

3. Assumptions

The Successful Proponent will:

- Assess site locations and conditions prior to submitting proposal and shall ensure that private property is not trespassed to access waterbodies for sample collection.
- Provide all ancillary labour and materials, both detailed and not detailed, required to complete the project.
- Produce a high-quality and visually appealing report on time and budget.
- Participate in a kick-off meeting and regular update meetings with the Town's representative throughout the duration of the project.
- Ensure that all work is completed safely, and within the guidelines as prescribed by industry best practices, Workplace NL, and the Town.
- Be responsible for costs related to sample collection and analysis.
- Identify relevant challenges that the Town has not considered.

The Town will:

- Provide available documents, reports, mapping, internal administrative data, and/or other information to the successful proponent for the project as deemed appropriate and necessary.
- Participate in a kick-off meeting and regular update meetings with the successful proponent throughout the duration of the project.
- Provide feedback on all draft reports/plans.

4. Completion of Work

If awarded the Contract, the Proponent shall exhaust all efforts to deliver the completed report to the Town no later than October 30th, 2026, unless otherwise agreed upon by the Town.

5. Budget

Adjustments to the scope of work may be completed by the deletion or addition of requirements from the scope or changes to measures implemented. These adjustments shall not nullify the Proponent submitted pricing or any submissions to the RFP. The Town may add or delete any scope of work, to ensure compliance with budget, without need to re-issue to all bidders. This may occur after closing of this RFP, once proposals are evaluated and costs realized. If required, any changes to the scope after closing of RFP will be only applied to the successful Proponents proposal and shall not affect the evaluation of all proposals received.

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.

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 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.

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 in the last 18 months must be provided, including contact names and details for the projects.

3. Project Team & Experience

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.

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. All other pertinent warranty information included within the specifications found in Appendix B, shall be included and transferred to the Town.

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

5. Work Schedule

Proponent to provide a timeframe for completion of the project and delivery identified as number of weeks to completion. This information is to be shown on the pricing form. The number of weeks, from date of RFP closure to preferred delivery date is approximately 18 weeks.

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

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.

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.

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. 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.

5. Proposal Submissions

The Proposal must be labelled with the Proponent's name and RFP title, and it must include a cover letter and 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: Ashley Linehan
1119 Thorburn Road
Portugal Cove-St. Philip's, NL
A1M 1T6

On, or before, the Closing Date and Time.

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.

7. Withdrawal

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

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.

9. Opening of Proposals

Proposals will be opened on May 25, 2026, at 11:30 NDT am at the Town Hall located at 1119 Thorburn Road. Anyone is welcome to join the Zoom opening by using this link <https://us02web.zoom.us/j/7098958000> with Meeting ID: 7098958000 or in person. 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 award, negotiate, or cancel the open call for bids.

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.

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

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	Review of reference projects provided	30		
Methodology	Proposed methods	10		

Work Schedules	Work completion date	30		
Costs	Cost of services	30		

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

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.

If all delivery timelines exceed the Towns preferred delivery date, as set forth in this RFP, the proposal with the earliest delivery time shall be awarded full points, with proportional points being awarded to subsequent proposals.

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

6. GENERAL INSTRUCTIONS

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.

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.

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.

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.

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. 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.

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 Access to Information and Protection of Privacy Act.

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.

9. Ownership of Documents

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

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.

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.

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.

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.

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

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.

2. Liability for Errors

While the Town has used considerable efforts to ensure an accurate representation of information in this RFP, 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.

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.

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. Privilege clause -
 1. The Town reserves the right to cancel this solicitation at any time.
 2. The lowest, or highest ranking, or any bid may not necessarily be accepted.
- 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

1. 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.

2. 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 proponent agrees that any specific information in its submission 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 proponent, 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.

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.

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>

3. Municipal Conduct and Code of Conduct Compliance

For the purposes of this procurement and any resulting contract, all contractors, subcontractors, consultants, and their employees or agents engaged by the Town and acting under the direction of the Town shall be deemed to be Municipal Officials as defined under the Municipal Conduct Act.

Accordingly, such parties are subject to and shall comply with the Town's Code of Conduct, as amended from time to time. The Code of Conduct is available at the following link: [insert link].

Failure to adhere to the Municipal Conduct Act and/or the Town's Code of Conduct may result in corrective action by the Town, including but not limited to termination of the contract.

APPENDIX "A"

Town of Portugal Cove St. Philips

INDIVIDUAL OFFICIAL OFFER FORM

A submission price shall be submitted on this **Individual Official Submission Form**. The form must be completed in its entirety.

SUPPLIER _____

Mailing Address _____

Telephone Number (Area Code) _____ Fax Number (Area Code) _____

BIDDING ON

Municipality _____

Project _____

Specification (proposal) Number _____

PROPOSAL SUBMISSION

Supplier's Bid	\$ _____
Harmonized Sales Tax (H.S.T.)	Sub-Total _____
	Total Bid _____

All above Taxes are applicable to all Fire Protection Equipment.

PAYMENT-TERMS AND CONDITIONS - FULL PAYMENT ON DELIVERY

This is to certify that the fire protection equipment supplied under this RFP shall be in accordance with that specified in the Specification.

*SIGNATURE

Dated at _____

Province of _____

This _____ day of _____ 20_____
Type/Print Name and Title

Number of weeks to delivery: _____

*To be signed by person authorized to sign offers on behalf of the Supplier