



Request for Proposals
For
Consultant Services – Pedestrian and
Bicycle Infrastructure Study

RFP No.: **03-2026**

Issued: **August 14, 2026**

Submission Deadline: **August 28, 2026 @ 2:00 pm** Newfoundland local time

SUMMARY OF KEY INFORMATION

RFP Title	Consultant Services: Pedestrian and Bicycle Infrastructure Study Proponents should use this title on all correspondence.
RFP Contact	The point of contact for this RFP is: Erin Dicks Town Clerk Town of Clarendville Email: procurement@clarendville.ca Phone: 709-466-7937 EXT 114
Enquiries	Please direct all enquiries, by email, to the RFP Contact. 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. The Owner may, in its sole and absolute discretion, decide to not respond to any enquiry.
Submission Time	Submission time is 2:00 pm Newfoundland Time on August 28, 2026, or as amended by amendment.
Submission Location	Submit proposals via email to: procurement@clarendville.ca . Include RFP No. in the subject line.

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by the Town of Clarendville (the “Owner”) to prospective proponents to submit proposals for Consultant Services – Pedestrian and Bicycle Infrastructure Study, as further described in Appendix B Project Details and Appendix C Scope of Work, Deliverables, and Other Requirements.

1.1.2 Proponent must be Single Entity

The proponent must be a single legal entity that, if selected, intends to negotiate and enter into the contract with the Owner. If the proposal is being submitted jointly by two (2) or more separate entities, the proposal must identify only one of those entities as the “proponent”. The proponent will be responsible for the performance of the Deliverables.

1.1.3 Eligibility to Participate in This RFP

This RFP is open to any person, firm, joint venture, partnership, or other legal entity. Proponents may use sub-consultants so long as all sub-consultants are identified in their proposal. Proponents, along with their sub-consultants, will be referred to as the “Proponent team” in this RFP. Sub-Consultants may not be removed or replaced prior to or during completion of the Work without the prior written approval of the Owner. Sub-Consultants are not required to be exclusive to any one Proponent.

1.2 RFP Contact

To contact the Owner in relation to this RFP, proponents must initiate the communication electronically through the “RFP Contact”. The Owner will not accept any proponent’s communications by any other means, except as specifically stated in this RFP.

For the purposes of this procurement process, the “RFP Contact” will be the individual indicated in Appendix B.

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Owner, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the Owner for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the Owner and the selected proponent.

1.3.2 Term of Contract

The term of the agreement will be in effect until the completion of the Deliverables.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	August 14, 2026
Deadline for Questions	August 24, 2026
Submission Deadline	August 28, 2026, 2:00pm Newfoundland Time

The RFP timetable is tentative only and may be changed by the Owner at any time. For greater clarity, business days means all days that the Owner is open for business.

1.4.2 Public Opening

- (a) Technical proposals received by the Submission Deadline will be recorded publicly at the Submission Location immediately after the Submission Deadline. The Pricing Proposals may be opened later during the evaluation of the proposal and based on the criteria of this RFP
- (b) All Proposals which were received at the time of the public opening will be evaluated after the public opening.
- (d) Anyone may attend the public opening. Attendance may be via Skype meeting platform as detailed below, depending on the current Special Measures Orders in force at the time.
 - (i) Solicitations are currently undertaken in accordance with the Public Procurement Regulations and with applicable Special Measures Orders pursuant to the **Public Health Protection and Promotion Act**. The opening of submissions will be held on the designated date and time with two representatives of the Town of Clarendville.

1.5 Submission Instructions

1.5.1 Submission of Proposals

Proposals must be submitted electronically in PDF format via email to procurement@clarendville.ca. Please include the RFP No. & Title in the email subject line.

In the event of any technical issues, proponents should contact the RFP Contact.

1.5.2 Proposals to be Submitted on Time

Proposals must be finalized and fully received by the RFP contact on or before the Submission Deadline. The time of receipt of proposals shall be determined by the RFP Contact. Late submissions will not be accepted and will be disqualified as late.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the RFP Contact, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed or other technical factors, proponents should plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

The RFP Contact will send a confirmation email to the proponent advising the proposal was submitted successfully. If you do not receive a confirmation email, contact the RFP contact prior to the submission deadline.

1.5.3 Proposals to be Submitted in Prescribed Format

Proposals must be presented in a suitably readable text font (standard weight Arial, Calibri, or similar are recommended), size 11 or larger, black in colour, on a white background.

Proposals, including the Gantt chart, must be submitted in a PDF file readable by Adobe Reader.

Two Folder System

Proponents shall submit their proposal files in two separate files, those being the Technical Proposal and the Pricing Proposal (formerly known as the Two Envelope System). Both proposal documents must be text searchable Portable Document Format (PDF) files. For further clarify the two proposals are outlined below:

Technical Proposal

The Technical Proposal shall consist of:

1. Requirements as outlined in Appendix C including but not limited to completed Project Reference and Key Personnel Templates found in Appendix E.
2. Completed Appendix D – Submission Form
3. Professional and Commercial Insurance Certificates
4. Summary of Consultant Information

The Technical Proposal shall not contain any pricing information. Technical Proposals that contain financial information will immediately be rejected.

Pricing Proposal

The Pricing Proposal shall consist of

1. Requirements as outlined in Appendix C including but not limited to completed Pricing Forms found in Appendix F.

1.5.4 Changes to Proposals

Proponents may change their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the changed proposal is received by the RFP Contact by the Submission Deadline.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a proponent may withdraw a submitted proposal. Prior to the Submission Deadline, proponents may withdraw a submitted proposal through the bidding system. To

withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the proponent.

[End of Part 1]

PART 2 – EVALUATION, NOTIFICATION AND AWARD

2.1 Stages of Evaluation and Notification

The Owner, will conduct the evaluation of proposals and negotiations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the proposal will be rejected. The mandatory submission requirements are set out in Section E of the Scope of Work, Deliverable, and Other Requirements (Appendix C).

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

The Owner will review the proposals to determine whether the mandatory technical requirements as set out in Section F of the Scope of Work, Deliverable, and Other Requirements (Appendix C) have been met. Proposals that do not satisfy the mandatory technical requirements will be rejected.

2.3.2 Non-Price Rated Criteria

The Owner will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Initial Evaluation Criteria in Section H of the Scope of Work, Deliverable, and Other Requirements (Appendix C).

Proponents must achieve a minimum overall score of 60% on the Non-Price Rated Criteria (Technical Proposal) to have their Pricing Proposal opened for consideration. Proponents not meeting the 60% minimum on the Technical Proposal Evaluation will not receive a Pricing score.

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Section I of the Scope of Work, Deliverable, and Other Requirements (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

In the event that a proponent's pricing appears to be abnormally low in relation to the Deliverables, the Owner may require the proponent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the proponent is unable to satisfactorily account for the abnormally low pricing, the Owner may reject the proposal. The Owner may also reject any proposal that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be

provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Stage IV – Ranking, Notice to Proponent, and Execution of Agreement

2.5.1 Initial Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be initially ranked based on their total scores. Subject to the reserved rights of the Owner, the top-ranked proponent will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected proponent will be the proponent with the highest score on the non-price rated criteria. If a tie still exists, the selected proponent will be determined through consultation with the Public Procurement Agency.

2.5.2 Notice to Proponent and Execution of Agreement

Notice of selection by the Owner to the selected proponent shall be in writing. Municipal Staff will provide a completed Agreement in the form attached as Appendix A to this RFP to the selected proponent. The selected proponent shall execute the Agreement with the Owner, and satisfy any other applicable conditions of this RFP, including the pre-conditions of award listed in Section G of the Scope of Work, Deliverable, and Other Requirements (Appendix C), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Owner and may be waived by the Owner.

2.5.3 Failure to Enter into Agreement

If a selected proponent fails to execute the Agreement or satisfy any pre-conditions of award within fifteen (15) days of notice of selection, the Owner may, without incurring any liability, proceed with the selection of another proponent and pursue all other remedies available to the Owner. This process will continue until an agreement is finalized, until there are no more proponents remaining that are suitable or until the Owner elects to cancel the RFP process.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS

3.1 General Information and Instructions

3.1.1 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

A proponent who submits conditions, options, variations, or contingent statements either as part of its proposal or after receiving notice of selection, may be disqualified. If a proponent is not disqualified despite such changes or qualifications, the provisions of this RFP will prevail over any such changes or qualifications in the proposal.

3.1.2 Proposals in English

All proposals are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed format, and the content of websites or other external documents referred to in the proponent's proposal but not attached will not be considered to form part of its proposal.

3.1.4 Past Performance

In the evaluation process, the Owner may consider the proponent's past performance or conduct on previous contracts with the Owner, Gov NL or other institutions.

3.1.5 Information in RFP Only an Estimate

The Owner and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFP or issued by way of amendment. Any quantities shown or data contained in this RFP or provided by way of amendments are estimates only, and are for the sole purpose of indicating to proponents the general scale and scope of the Deliverables. It is the proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

3.1.6 Proponents to Bear Their Own Costs

The proponent will bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Proposal to be Retained by the Owner

The Owner will not return the proposal or any accompanying documentation submitted by a proponent.

3.1.8 Intellectual Property Rights

The Owner will retain the intellectual property rights including patents, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in the contract.

3.1.9 Material Change After Submission Time

A Proponent will give immediate notice to the Owner in writing of any material change that occurs to a Proponent after the Submission Time, including a change to its membership, ownership structure, Proponent team including any individual members or sub-consultants or a change to the Proponent's financial capability.

The Owner may, in its sole discretion, accept or reject this material change. In the case of a rejection of the material change, the Proponent will be notified in writing that the change has been deemed unacceptable and that their proposal has been disqualified. If a material change is accepted, the Owner will then evaluate the submitted proposal taking into consideration the new information.

3.2 Communication after Issuance of RFP

3.2.1 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing to the RFP Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Owner is under no obligation to provide additional information, and the Owner is not responsible for any information provided by or obtained from any source other than the RFP Contact or the bidding system. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Owner is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

Proponents are encouraged to submit enquiries in writing at an early date to permit consideration by the Owner.

The Owner may in its sole and absolute discretion, decide to not respond to any enquiry.

If a Proponent considers that an enquiry is commercially confidential, this Proponent may request that a response to such enquiry be kept confidential by clearly marking the enquiry "Commercial in Confidence". If the Owner decides that this enquiry or the Owner's response to such enquiry must be distributed to all Proponents, then the Owner will permit the enquirer to withdraw such enquiry rather than receive a response and if the Proponent does not withdraw the enquiry, then the Owner may provide its response to all Proponents.

Notwithstanding the above:

- a) if one or more other Proponents submit an enquiry on the same or similar topic to an enquiry previously submitted by another Proponent as “Commercial in Confidence”, the Owner may provide a response to such enquiry to all Proponents; and
- b) if the Owner determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an enquiry, including an enquiry marked “Commercial in Confidence”, the Owner may, in its sole and absolute discretion, distribute the enquiry, response or information with respect to such matter to all Proponents.

The Owner reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication. Proponents may only rely on written communication from the Contact Person. Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, for any purpose.

3.2.2 All New Information to Proponents by Way of Amendment

This RFP may be amended only by amendment in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by amendment posted in the bidding system. Each amendment forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all amendments issued by the Owner.

3.2.3 Post-Deadline Amendments and Extension of Submission Deadline

If the Owner determines that it is necessary to issue an amendment after the Deadline for Issuing Amendments, the Owner may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating proposals, the Owner may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the proponent's proposal. The Owner may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Proponents

In accordance with section 30 of the *Public Procurement Regulations*, once the Agreement is awarded by the Owner, the outcome of the RFP will be publicly posted at www.clarencville.ca under Procurement Reporting.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFP, the term “Conflict of Interest” includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFP process, the Proponent or member of the Proponent team has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) having or having access to confidential information of the Owner in the preparation of its proposal that is not available to other proponents;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the proponent’s other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

3.4.2 Disqualification for Conflict of Interest

The Owner may disqualify a proponent for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Owner or the Province may be precluded from participating in the RFP process in instances where the Owner or the Province has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The Owner may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if the Owner determines that the proponent has engaged in any conduct prohibited by this RFP.

3.4.4 Prohibited Proponent Communications

Proponents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict-of-Interest declaration set out in the Submission Form (Appendix D).

3.4.5 Proponent Not to Communicate with Media

To ensure that all public information generated about the Work is fair and accurate and will not inadvertently or otherwise influence the RFP process, the Proponents must not at any time directly or indirectly communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without first obtaining the written permission of the RFP Contact. Any communication with the media and the public is to be coordinated with the Owner. The Proponents will notify the Owner of any request for information or interviews received from the media.

3.4.6 No Lobbying

Proponents must not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful proponent(s).

3.4.7 Illegal or Unethical Conduct

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of the Owner or the Province; deceitfulness; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

3.4.8 Supplier Suspension

The Owner may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;

- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Client's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Owner will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Owner in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the Owner

All information provided by or obtained from the Owner in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Owner and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Owner; and
- (d) must be returned by the proponent to the Owner immediately upon the request of the Owner.

3.5.2 Confidential Information of Proponent

This procurement process is subject to the *Access to Information and Protection of Privacy Act, 2015 (ATIPPA, 2015)*. A proponent must identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is requested to be maintained by the Owner. The confidentiality of such information will be maintained by the Owner, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Owner to advise or assist with the RFP process, including the evaluation of proposals.

The proponent agrees that any specific information in its submission that may qualify for an exemption from disclosure under subsection 39(1) of the *ATIPPA, 2015* has been identified in its submission. 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 the subsection 39(1) of the *ATIPPA, 2015*.

Contracting with the Owner is a public process. Information provided through this process will be disclosed when requested under the *ATIPPA, 2015*, except where disclosure of that information is harmful to the business' interests, as set out in the three-part test in the *ATIPPA, 2015*.

Information, including the financial value of a contract resulting from this procurement process, will be publicly released as part of the award notification process, in accordance with section 30 of the *Public Procurement Regulations*.

If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP Contact. Further information relating to subsection 39(1) of the *ATIPPA, 2015* is provided in guidance documents available through the Office of the Information and Privacy Commissioner at <https://oipc.ni.ca/guidance/documents>.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the proponent nor the Owner will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

3.6.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and the Owner by this RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the Owner to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Owner may cancel or amend the RFP process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFP Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);

- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Newfoundland and Labrador and the federal laws of Canada applicable therein.
- (d) The "Atlantic Provinces Standard Terms and Conditions" apply to this RFP and may be obtained from the Public Procurement Agency, or by way of the internet at: www.ppa.gov.nl.ca
- (e) Proponents should note that procurements falling within the scope of the Canadian Free Trade Agreement, the Atlantic Procurement Agreement, and/or the Canada-European Union Comprehensive Economic Trade Agreement are subject to those trade agreements but that the rights and obligations of the parties will be governed by the specific terms of this RFP.

3.8 Reserved Rights of the Owner

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

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

- (a) waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent team and accept proposals that substantially comply with the requirements of this RFP;
- (b) independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any proposal;
- (c) request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in proposals during the evaluation process, with such interviews or presentations conducted in the sole and absolute discretion of the Owner, including the time, location, length and agenda for such interviews or presentations;
- (d) conduct reference checks relevant to the Work with any or all of the references cited in a proposal and any other persons (including persons other than those listed by Proponents in any part of their proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and key individuals, and to conduct any background investigations that it considers necessary in the course of the RFP Process, and rely on and consider any relevant information from such cited references in the evaluation of proposals;
- (e) conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks;
- (f) not proceed to review and evaluate, or discontinue the evaluation of any proposals and disqualify the Proponent from this RFP;

- (g) rescind a notice of selection or terminate a contract subsequently entered into if the proponent has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (h) cancel this RFP process at any stage. They may then issue a new RFP for the same or similar deliverables;
- (i) call for quotes, proposals or tenders, or enter into negotiations for this Work or for work of a similar nature.

Without limiting the foregoing, the Owner may, in its sole and absolute discretion (and without further consultation with the Proponent), reject any proposal which in the opinion of the Owner: (i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations (including any modifications), (iii) contains any false or misleading statement, claims or information, or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent team member.

To enable the Owner to take any one or more of the above-listed steps, the Owner may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Owner has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and proposals, or in respect of any Proponent, including the Proponent whose proposal is the subject of the review or evaluation, as the case may be.

The review and evaluation, including the ranking, of any proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.

Proponents may not submit any clarifications, information or documentation after the Submission Time without the prior written approval of the Owner or without an invitation or request by the Owner to do so.

If any information, including information as to experience or capacity, contained in a proposal is not verified to the Owner's satisfaction, the Owner may, in its discretion, not consider such cited experience, capacity or other information.

The Owner is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, proposal, or any part of any proposal.

3.9 Limitations of Liability

By submitting a proposal, each proponent agrees that:

- (a) neither the Owner nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising

out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and

- (b) the proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Owner's decision to not accept the proposal submitted by the proponent, to enter into an agreement with any other proponent or to cancel this proposal process, and the proponent shall be deemed to have agreed to waive such right or claim.

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

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

3.10 Interpretation

In this RFP:

- a) Any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Owner, including the exercise of "discretion" or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Owner;
- b) The use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- c) A reference to a Section or Schedule, unless otherwise indicated, is a reference to a Section of, or Schedule to, this RFP;

- d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- e) The word “including” when used in this RFP is illustrative only and is not to be read as limiting or exhaustive;
- f) A reference to a “person” includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government Province; and
- g) Each Appendix and Schedule attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Town of Clarendville will follow the Form of Agreement of the Municipal Infrastructure Division's Standard Form of Agreement between Client and Prime Consultant (Prime Consultant Agreement), latest version. Samples of this Agreement can be found at the following link:

<https://www.gov.nl.ca/ti/mi/consultant-services/#pca>

APPENDIX B – PROJECT DETAILS

A. BACKGROUND

Clareville is a thriving community located on Newfoundland and Labrador's east coast. Nestled in the beautiful Shoal Harbour River Valley, the town is blessed with an abundance of natural beauty.

Incorporated in 1951, the Town has grown into a prominent community with a population of over 6700 people. Boasting a diverse and vibrant economy, Clareville offers well-established business infrastructure and a wide range of support services catering to the needs of residents of Clareville and surrounding areas.

As a major service centre, Clareville has facilities, infrastructure, programs and services comparable to any major centre while maintaining a rural pace.

The Town of Clareville is an active living community and residents have expressed their desire to Council to expand sidewalks along Balbo Drive, which would enhance safety and quality of life for many. As well, a comprehensive review of existing crosswalks is also needed to assess their visibility, placement, and overall safety. Finally, investing in more bicycle-friendly infrastructure, such as dedicated bike lanes, improved signage, and secure bicycle parking, would encourage active transportation, reduce traffic congestion, and create a safer environment for cyclists of all ages. Together, these improvements would support a more connected, accessible, and sustainable community.

B. PROJECT DESCRIPTION

The goal of this project is to complete a study to evaluate pedestrian and bicycle infrastructure improvements within the Town of Clareville. The primary objectives are to improve pedestrian connectivity through the extension of sidewalk along Balbo Drive (from the Shoal Harbour Causeway to the Bar Road), evaluate and recommend enhanced pedestrian crossing opportunities, assess the existing sidewalk network and identify improvements that support a more bicycle-friendly transportation system. The detailed scope of work is outlined in Appendix C.

There is **\$36,500** in project funding available for this study. This funding shall cover all aspects of the project.

Proponents are advised that the final scope of work must be coordinated with the Owner. Consultant's work is limited to the identified project description and location as found in this RFP and NO WORK is authorized to be completed outside of this scope of work unless authorized by the Owner.

C. MATERIAL DISCLOSURES

- Municipal Walkway Development Plan – 2016
- Traffic Calming Report – 2021

D. PROJECT TIMELINES

It is the goal of the Owner to complete this project in a cost effective, efficient, and timely manner. Which includes having the project beginning in September 2026 and concluding with a final report presentation to Public Works and Planning Committee & Management Staff before **November 27, 2026**.

E. PROJECT LOCATION

The focus area of the project will be Town wide. Currently the Town has approximately 75 kms of roads and with over half having municipal sidewalk.

- Proposed Municipal Sidewalk Expansion (from Shoal Harbour Causeway to the Bar Road)
- Existing Municipal Crosswalk Locations:
 - Shoal Harbour Drive and Parkside Cres
 - Huntley Drive and Harbour Drive
 - Huntley Drive and Thomas Place
 - Harbour Drive and Highland Drive
 - Balbo Drive and Forest Road
 - Memorial Drive and Tilley's Road
 - Tilley's Road and Crewe Place
- Proposed Municipal Crosswalk Locations:
 - Memorial Drive (between Trinity Place and Wells Place)
 - Memorial Drive and Viking Place
 - Up to three (3) other locations to be determined.

F. DESIGN STANDARDS

1. All Design Work must conform to Municipal Water, Sewer and Roads Master Construction Specification as published on the following link <https://www.gov.nl.ca/ti/mi/mwsr/#spec>
2. All Design Work for Buildings must confirm to the Transportation and Infrastructure NL Master Specification Guide for Public Funded Buildings as published at the following link <https://www.gov.nl.ca/ti/works/masterspec/masterspec/>
3. All design work to be conducted in accordance with the following and any codes, standards, or guidelines referenced within the:
 - a. National Building Code of Canada, Latest Edition
 - b. National Fire Code of Canada, Latest Edition,
 - c. NFPA 101: Life Safety Code, Latest Edition adopted by Province
 - d. National Plumbing Code of Canada, Latest Edition,
 - e. Canadian Electrical Code, Latest Edition
 - f. National Energy Code of Canada, Latest Edition
 - g. All Provincial Design Standards, Guidelines, and Policies in force, including but not limited to:
 - i. Guidelines for the Design, Construction and Operation of Water and Sewerage Systems,
 - ii. Build Better Buildings Policy
 - iii. Buildings Accessibility Act

G. ENQUIRIES

All enquiries regarding this RFP must be directed to the RFP Contact:

Erin Dicks
Town Clerk
Town of Clarendville
Email: procurement@clarendville.ca
Phone: 709-466-7937 Ext. 114

All questions must be submitted in writing in accordance with Section 3.2.1. Any verbal representations, promises, statements or advice made by employees of the Owner other than written responses offered through the RFP Contact, should not be relied upon.

H. REPORTING STRUCTURE

The successful Proponent will report directly to the Owner:

Rick Wells
Director of Public Works and Planning
Town of Clarendville
Email: rwells@clarendville.ca
Phone: 709-466-7937, Ext.105

APPENDIX C – SCOPE OF WORK, DELIVERABLES, AND OTHER REQUIREMENTS

A. SCOPE OF WORK

The Owner is looking for a proponent to complete the following scope of work:

PROJECT INITIATION

- Upon award of this project the Consultant will conduct a project kickoff meeting with the Town of Clarendville.
- Review available plans, GIS data, traffic information, applicable design standards, and previous studies.
- Confirm project goals, schedule and deliverables.

EXISTING CONDITIONS ASSESSMENT

- Inventory and document existing pedestrian and bicycle facilities within the study area.
- Evaluate existing sidewalk conditions, continuity, accessibility, and connectivity.
- Identify gaps in the sidewalk network and barriers to pedestrian travel.
- Document roadway characteristics, traffic control devices, posted speed limits, and adjacent land use.

Note: The proponent shall be responsible for any site investigation work, etc. No allowance will be provided outside the consultant's fee proposal.

SIDEWALK EXTENSION EVALUATION

- Develop conceptual alternatives for extending sidewalks along Balbo Drive to improve pedestrian connectivity.
- Identify potential right-of-way constraints, drainage consideration, utility conflicts, and other implementation challenges.
- Prepare planning-level opinions of probable construction costs for the recommended sidewalk improvements.

CROSSWALK ASSESSMENT

- Review existing pedestrian crossing locations with study area.
- Evaluate pedestrian demand, roadway operations, safety history, visibility, and proximity to key destinations.
- Recommend appropriate locations for new and enhanced crosswalks based on accepted engineering practices and applicable design guidance.
- Identify potential pedestrian safety enhancements such as curb extensions, rectangular rapid flashing beacons (RRFB's), enhanced pavement markings, or other traffic control measures, where warranted.

BICYCLE NETWORK ASSESSMENT

- Evaluate the existing road network for bicycle accommodation.

- Identify opportunities to improve bicycle connectivity and accessibility throughout the study area.
- Develop conceptual recommendations to create a more bicycle-friendly corridor, which may include bicycle lanes, shared-use paths, shared lane markings, intersection improvements, wayfinding signage, traffic calming measures and bicycle parking where appropriate.
- Consider connectivity to existing and planned bicycle facilities.

CONCEPT DEVELOPMENT

- Prepare conceptual improvement plans illustration recommended sidewalk extension, crosswalk improvements and bicycle infrastructure.
- Develop planning-level (Class D) estimates and identify potential implementation priorities.
- Recommend phased implementation, if appropriate.

FINAL REPORT

Prepare a final report that included:

- Existing conditions summary;
- Sidewalk system assessment;
- Crosswalk evaluation and recommended locations;
- Bicycle network assessment and initiation recommendations;
- Conceptual exhibits and plans;
- Planning-level cost estimates; and
- Recommended implementation priorities and potential funding opportunities.

B. THE DELIVERABLES

- Copy of signed Form of Agreement (Prime Consultant Agreement), per Appendix A.
- Final Report covering all aspects of the scope of work identified in section A above.
- Formal presentation to Public Works and Planning Committee and Management Staff of the final report.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix D)

Proponents should refer to the instructions attached to the solicitation for the Appendix D – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Proof of Insurance

Consulting firms are required to provide their Professional and Commercial Insurance Certificates as part of submission. This is confirmation of insurance for the current year of practice.

3. Summary of Consultant Information

Consultants are hereby asked to provide the following with their response to this RFP.

- Contact Person – as per Article 8 of the PCA
- Legal Company Name
- Address of the firm
- Phone # of the firm
- Fax # of the firm
- Email Address for Contact Person

4. Separation of Technical and Pricing Proposals

Proponents must ensure they have submitted both Technical Proposal and Pricing Proposal, and that there is no Pricing information included in the Technical Proposal.

5. Pricing

Each proposal must include pricing information that complies with the instructions set out below in Section I of this Appendix C.

6. Other Mandatory Submission Requirements

N/A.

D. MANDATORY TECHNICAL REQUIREMENTS

Architectural and engineering consultants must have a valid License to Practice in the province of Newfoundland and Labrador; Architects from the Architects Licensing Board of Newfoundland and Labrador (ALBNL); Engineers must be individually licensed by Professional Engineers and Geoscientists of Newfoundland and Labrador (PEGNL) and the corporate entity must hold a valid PEGNL Permit to Practice for the discipline(s) to be undertaken.

E. EVALUATION CRITERIA

The following sections set out the categories, weightings and descriptions of the evaluation criteria for both stages of the RFP. Proponents who do not meet a minimum threshold score for the Non-Price Rated Criteria (Technical Proposal) will not proceed to the next stage of the evaluation process.

1. Initial Evaluation Criteria

The following categories, weightings and descriptions will be used in the initial evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to initial proposals by all proponents.

- a) Proposal Response Content must conform to section page limits outlined in this section; pages in excess of limits will not be assessed.
- b) In order to facilitate the evaluation of the proposals, Proponents are asked to structure their proposals in the order of the evaluation criteria using the same headings. Proponents may refer to different sections of their proposals by identifying the specific paragraph and page number if the subject topic has previously been addressed. Note

that it is not the responsibility of the evaluation team to exhaustively search through response documents organized otherwise to find and evaluate response content.

- c) In their proposal, Proponents should clearly demonstrate their understanding of the requirements present in this RFP and explain how they will meet these requirements. Proponents should demonstrate their experience, capability and describe their approach in a thorough, concise and clear manner.
- d) The proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
- e) Unless explicitly requested in this RFP, no response information may be presented in a supplemental appendix or annex to a Proposal. Any such inclusions will not be considered in the RFP review and evaluation.

2. Weight Factors and Evaluation Scoring

The Weight Factor Descriptions Table (Table 1), along with the categories, scores and sub-scores outlined in the Technical Proposal Scoring Table (Table 2) will be used in the evaluation of rated criteria during Stage II of the evaluation process (Evaluations), described in Part II of this RFP. These criteria apply to proposals by all proponents.

Weight Factor Descriptions	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%

Table 1 - Weight Factor Descriptions Table

EVALUATION CRITERIA	SUB SCORE	SECTION SCORE
Technical Proposal		
1. Project Approach		30
1.1. Project Work Plan	10	
1.2. Project Management Plan	8	
1.3. Climate Change Integration Plan	4	
1.4. Project Risks, Constraints, Limitations	4	
1.5. Value Added Information	4	
2. Delivery Schedule		6
2.1. Work Plan Key Activities Outlined	2	
2.2. Work Plan Key Deliverables Outlined	2	
2.3. Delivery Timeline Reasonable and Achievable	2	
3. Reference Projects		27
3.1. Reference Project #1		
3.1.1. Similar to this Project	3	
3.1.2. Proponent Role Similar to this Project	3	
3.1.3. Challenges and Mitigation Strategies Outlined	2	
3.1.4. Climate Change Measures Outlined	1	
3.2. Reference Project #2		
3.2.1. Similar to this Project	3	
3.2.2. Proponent Role Similar to this Project	3	
3.2.3. Challenges and Mitigation Strategies Outlined	2	
3.2.4. Climate Change Measures Outlined	1	
3.3. Reference Project #3		
3.3.1. Similar to this Project	3	
3.3.2. Proponent Role Similar to this Project	3	
3.3.3. Challenges and Mitigation Strategies Outlined	2	
3.3.4. Climate Change 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	
Technical Proposal Evaluation Score		/ 70

Table 2 – Technical Proposal Scoring Table

2. Final Evaluation Criteria

The following categories, weightings and descriptions will be used in the final evaluation of rated criteria during Stage IV of the evaluation process (Ranking, Notice to Proponent, and Execution of Agreement), described in Part II of this RFP. These criteria will apply only to those proposals that achieved a minimum overall score of 60% of the maximum score on the Non-Price Rated Criteria (Technical Proposal).

Technical Proposal Evaluation Score		/ 70
Pricing Proposal		
5. Pricing Proposal (Provided in the separate electronic file)		30

5.1. Lowest Cost of Service (See Section I below)	30	
Pricing Proposal Evaluation Score		/ 30
Total Score		/ 100

Table 3 - Final Scoring Table

3. Technical Proposal Content (for Non-Price Rated Criteria)

Table of Contents

Proposals should include a table of contents properly indicating the section and page of numbers of the information included. Note that the Table of Contents will not be scored.

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. An affirmation is to be provided in the Executive Summary that any specific materials deemed by the Proponent to be Confidential have been identified.
3. 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.

Project Approach (up to four pages – pages after this limit will not be assessed)

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, MI, others) engagement process throughout the project, and integration of the Proponent's Quality Management Process;
3. Plans for integrating climate change information in the project deliverables;
4. Project Risks, Project Constraints, and Project Limitations that may impact the project delivery and success, and how they will each be mitigated;
5. Proponents are advised that their proposals must demonstrate and identify costs for Engineering and Contingencies to meet the project funding identified. and
6. Value Added Information that the Proponent specifically brings to the project.

Delivery Schedule (one page - pages after this limit will not be assessed)

1. The Proponent shall provide a work schedule, in the form of a Gantt chart, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.

2. For documentation requiring review by the Owner, please allow three weeks from the time the information is provided to the Owner until a reply is received. For the purposes of the work schedule, refer to Appendix B for project timelines. For scheduling purposes only, please allow three weeks from the RFP closing date to the notification of the successful proponent.

Reference Projects (one page per project - pages after this limit will not be assessed)

1. The Proponent must provide three (3) Reference Projects undertaken and completed within the past five (5) years. Reference Project information must be documented in the "Project Reference Form" template format provided in Appendix E 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: infrastructure 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 E 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. 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.

Organizational Chart (one page - pages after this limit will not be assessed)

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 key all team members; and
 - c. Project Lines of Responsibility and Reporting as they relate within the organization, 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 E 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.

F. PRICE EVALUATION METHOD

Pricing is worth **30** points of the total score.

Proponents who have met the minimum score required on the Non-Price Rated Criteria (Technical Proposal) will have their Pricing Proposal considered. Pricing will be scored based on a relative pricing formula using the proposed total cost. Each proponent will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

$$\text{Points Awarded} = \left(\frac{\text{Lowest Cost Financial Proposal}}{\text{Financial Proposal Being Evaluated}} \right) \times \text{Financial Proposal Total Points}$$

Instructions on How to Provide Pricing

- (a) Proponents shall submit their pricing information electronically in the separate Pricing Proposal file.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the proponent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, and all other overhead, including any fees or other charges required by law.

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 separate Pricing Proposal file.
- 2. Any cost associated with site surveying work shall be included.
- 3. For site visits:
 - a. Provide itemized expenses for site visits, resident services and general administration. Meals, private vehicle usage, private lodgings and other incidental expenses will be paid on the basis of Government approved Basic Rates. All other expenses will require supporting documents to be provided for payment. Rates provided in the RFP will form the basis of the PCA. Reimbursement of expenses shall not exceed those rates as submitted in the RFP.
- 4. Provincial Supplier Preference
 - a. As required by the Public Procurement Regulations under the Newfoundland and Labrador *Public Procurement Act* (the "Procurement Regulations"), a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purposes of evaluating pricing.
 - b. A "provincial supplier" is defined in the Procurement Regulations as a supplier of goods, services or public works that has a place of business in the province of Newfoundland and Labrador.

- c. A “place of business” is defined in the Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis.
- d. The Owner may require a proponent to provide information and/or documentation to confirm whether that it is a “provincial supplier”, as defined above.
- e. In the event of a tie between a provincial and non-provincial supplier, the selected bidder shall be the provincial supplier. In the event of a tie between provincial suppliers, the selected bidder will be determined by way of a coin toss.

APPENDIX D – SUBMISSION FORM

Proponents should refer to the instructions attached to the solicitation for the Appendix C – Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

1. Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the Owner and the proponent unless and until the Owner and the proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted their pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Amendments

The proponent is deemed to have read and taken into account all amendments issued by the Owner prior to the Deadline for Issuing Amendments.

6. Communication with Competitors

For the purposes of this RFP, the word "competitor" includes any individual or organization, other than the proponent, whether or not related to or affiliated with the proponent, who could potentially submit a response to this RFP.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the proponent declares that:

- (a) it has prepared its proposal independently from, and without consultation, communication, agreement or arrangement with any competitor, including, but not limited to, consultation, communication, agreement or arrangement regarding:
 - (i) prices;
 - (ii) methods, factors or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a proposal; or
 - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the proponent has communicated or intends to communicate with one or more competitors about this RFP or its proposal, the proponent discloses below the names of those competitors and the nature of, and reasons for, such communications:

7. No Prohibited Conduct

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

8. Conflict of Interest

The proponent must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of the Owner within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its proposal; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFP.

Otherwise, if the statement below applies, check the box.

- ☐ The proponent declares that there is an actual or potential Conflict of Interest relating to the preparation of its proposal, and/or the proponent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFP.

If the proponent declares an actual or potential Conflict of Interest by marking the box above, the proponent must set out below details of the actual or potential Conflict of Interest:

9. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The proponent hereby consents to the disclosure, on a confidential basis, of this proposal by the Owner to the advisers retained by the Owner to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

Signature of Proponent Representative

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

APPENDIX E – PROJECT REFERENCE AND KEY PERSONNEL REFERENCE TEMPLATES

Project Reference Form

Project Location

Insert location here

Client

Name of Client

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

Key Personnel Form

Insert photo if applicable

Name

Insert name here

Title

Title and Professional designation

Experience

Detail years of experience relevant to the project

Contact

Provide contact information for personnel

Role for Proposed Project

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

Reference Project Role

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

Reference Project 1:

Name of Project, year completed and role of Personnel *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

APPENDIX F – PRICING FORMS

SCHEDULE II

BASIC AND OTHER ADDITIONAL SERVICES FEES

	<u>BASIC SERVICES</u>		
	Existing Condition Assessment		\$
	Sidewalk Extension Evaluation		\$
	Crosswalk Assessment		\$
	Bicycle Network Assessment		\$
	Concept Design / Final Report		\$
A	SUB-TOTAL SERVICE FEES		\$
	<u>REIMBURSABLE EXPENSES</u>		
	Meals*		\$
	Travel*		\$
	Accommodation*		\$
	Other (please specify)		\$
B	SUB-TOTAL REIMBURSEABLE EXPENSES		\$
D	TOTAL SERVICE FEE (Less HST)	(A+B)	\$
E	TOTAL HST	15% D	\$
F	TOTAL SERVICE FEE (Including HST)	D+E	\$