



**Request for Proposals
For
Quidi Vidi Park Pump Track**

Request for Proposals No.: **2021107**

Issued: **Thursday June 17, 2021**

Submission Deadline: **Thursday July 08, 2021 01:00:00 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by the City of St. John’s (the “City”) to prospective proponents to submit proposals for **Quidi Vidi Park Pump Track** as further described in Section A of the RFP Particulars (Appendix D) (the “Deliverables”).

The City of St. John’s is seeking submissions from qualified companies for engineering as well as construction services for the design and construction of an approximately 35 meter x 35 meter bike pump track adjacent to Quidi Vidi Lake.

The successful proponent will be required to provide design, administrative services and construction services for the duration of the project.

Design Build Philosophy

As this is a Design Build contract with a proponent preparing the design, , it is expected that the proponent will ensure that the deliverable including the finishes, materials, standard of construction, amenities and other features will be equal to or superior to those shown on any conceptual plans, drawings, specifications or other materials supplied as part of the proponents proposal, and in any event there will be not less than first class standards for such goods, materials, services, amenities, etc. A proponent will ensure that it has thoroughly reviewed and analyzed changes to the Deliverables or Scope of Work to identify any items which may affect the budget to ensure that the long term maintenance and functionality of the design is maintained in the most cost effective manner while ensuring that the budget of the City is met. to achieve the best value for the City.

1.2 RFP Contact

For the purposes of this procurement process, the “RFP Contact” will be:

Sherri Higgins – shiggins@stjohns.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, 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 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the City 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 City and the selected proponent. It is the City’s intention to enter into a contract with only one (1) legal entity unless otherwise specified in Appendix C – Pricing.

Work is required to be completed by September 30th, 2021.

1.4 RFP Timetable

1.4.1 Key Dates

Issue Date of RFP	Thursday June 17, 2021
Deadline for Questions	Friday July 02, 2021 4:00 PM local time
Deadline for Issuing Addenda	Tuesday July 06, 2021 4:00 PM local time
Submission Deadline	Thursday July 08, 2021 01:00:00 PM local time
Rectification Period	5 business days
Anticipated Ranking of Proponents	Thursday July 15, 2021
Contract Negotiation Period	7 calendar days
Anticipated Execution of Agreement	Thursday July 22, 2021

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

All proposals shall be received no later than the time designated. The Submission Deadline closing time and date shall be determined by the City's bidding system web clock. Late proposals will not be accepted. The unofficial results will be posted to the City's bidding system website shortly after the closing and a public opening will take place at the closing time.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted to Prescribed Location

Proposals must be submitted electronically to:

bids.stjohns.ca

1.5.2 Proposals to be Submitted on Time

Proposals must be submitted on or before the Submission Deadline. Proposals submitted after the Submission Deadline will not be accepted. Proponents are advised to make submissions well before the deadline. Proponents making submissions near the deadline do so at their own risk.

1.5.3 Proposals to be Submitted in Prescribed Format

All proponents shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the proponent to download the solicitation document, to receive addenda email notifications, download addenda and submit their proposals electronically through the bidding system.

Proponents are cautioned that the timing of their submission is based on when the proposal is received by the bidding system, 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.

For the above reasons, the City recommends that proponents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the City's bidding system web clock.

Proponents should contact technical support at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the proponent advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact technical support immediately at bids&tenders™ via telephone at 1-800-594-4798, or email to support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a proponent has obtained this solicitation document from a third party, the onus is on the proponent to create a bidding system vendor account and register as a plan taker for the opportunity at <https://stjohns.bidsandtenders.ca>.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system 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. To withdraw a proposal prior to the Submission Deadline, the proponent is solely responsible for ensuring that the proposal is withdrawn 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, NEGOTIATION AND AWARD

2.1 Stages of Evaluation and Negotiation

The City 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 City will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the City issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

2.3 Stage II – Evaluation

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

2.3.1 Mandatory Technical Requirements

The City will review the proposals to determine whether the mandatory technical requirements as set out in Section D of the RFP Particulars (Appendix D) have been met. Questions or queries on the part of the City as to whether a proposal has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

2.3.2 Rated Criteria

The City will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix D).

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 Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 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 ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the City. In the event of a tie, the selected proponent will be the proponent selected by way of coin toss.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the City or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the City and the selected proponent. Negotiations may include requests by the City for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the City for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix D) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

[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.

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 City may consider the proponent's past performance or conduct on previous contracts with the City or other institutions.

3.1.5 Information in RFP Only an Estimate

The City 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 addenda. Any quantities shown or data contained in this RFP or provided by way of addenda 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 City

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

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

The City makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

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 bidding system question and answer function on or before the Deadline for Questions. An on-screen confirmation message will appear in the bidding system once the question has been received. No such communications are to be directed to anyone or by any other means than submission through the bidding system and the City shall not be 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 through the bidding system on any matter it considers to be unclear. The City is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

3.2.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the City, 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 addendum. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the City through the bidding system. Proponents will be required to check a box for acceptance of addenda before submitting their proposal through the bidding system.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the City 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, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in Section D of the RFP Particulars (Appendix D). The City 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

Once an agreement is executed by the City and a proponent, the other proponents may be notified directly in writing and will be notified by public posting in the same manner that this RFP was originally posted of the outcome of the procurement process. The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

3.3.2 Debriefing

Proponents may request a debriefing within ten (10) business days after the award has been posted. All requests must be in writing to the RFP Contact.

3.3.3 Procurement Complaint Procedure

If, after requesting and receiving a debriefing, a proponent wishes to register a complaint regarding the RFP process, it must provide the complaint to the RFP Contact within fifteen (15) business days of the debriefing. The complaint must be in writing and must contain the following information:

- (a) the supplier's name and business contact information;
- (b) reference information respecting the open call for bids; and
- (c) a description of the complaint.

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 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 City in the preparation of its proposal that is not available to other proponents, (ii) 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 (iii) 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; or
- (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 City may disqualify a proponent for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the City 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 B).

3.4.5 Proponent Not to Communicate with Media

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.

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 City; 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 Past Performance or Past Conduct

The City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, 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; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

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

- (a) is the sole property of the City 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 City; and
- (d) must be returned by the proponent to the City immediately upon the request of the City.

3.5.2 Confidential Information of Proponent

Proponents should note that 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 proposal 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. The confidentiality of such information will be maintained by the City, 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 City to advise or assist with the RFP process, including the evaluation of proposals. 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.

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 City 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 City 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 City to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The City 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.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

See Annex A - General Conditions, Construction Schedule, Agreement & Occupational Health and Safety Declaration

APPENDIX B – SUBMISSION FORM

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

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Proponents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) 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, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.

2. Evaluation of Pricing

Pricing is worth 50 points of the total score.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each proponent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a proposal for, which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

This bid will be awarded in whole to the bidder with the highest score.

In order for a bid to be compliant, vendors must quote all items in pricing table.

In case of mathematical error in the extension/calculation of prices, the unit price will govern.

Provincial Supplier Preference

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.

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.

A “place of business” is defined in the Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis.

The City may require a respondent to provide information and/or documentation to confirm whether that it is a “provincial supplier”, as defined above.

Payment

All invoices shall not accompany the shipment of goods or materials but shall be sent directly to: invoices@stjohns.ca. Invoices must be presented in a way that is suitable to the City and in most cases be in the same format as the pricing table of the bid document.

Invoices will be paid within sixty (60) days of delivery to the City.

Right to Offset – The successful bidder agrees that the City may apply payments for work completed, services supplied and/or goods supplied to any amount owing the City by the successful bidder including any related administration fees.

APPENDIX D – RFP PARTICULARS

A. THE DELIVERABLES

Design

Preliminary Design

The successful proponent will be required to undertake the scope of work as outlined below. It is inclusive of, but not limited to, the following activities:

- Review all applicable data and information collected to date by the City of St. John's, and become familiar with the complexities of all aspects of the project;
- Review the topographic survey information required for preliminary design provided by the City of St. John's. Additional information deemed necessary will be the responsibility of the successful proponent and will be considered incidental to the work. Confirmation, tracing, and surveying location of existing buried utilities is the responsibility of the successful proponent;
- Coordination with City stakeholders and AMBA - Avalon Mountain Bike Association;

Detailed Design

The successful proponent will be required to undertake the scope of work as outlined below. It is inclusive of, but not limited to, the following activities:

- Design a pump track such that it can be ridden primarily by beginner to intermediate cyclists but it is necessary that the track also include features that encourage skills progression so riders can continue to experience the same enjoyment as their abilities progress;
- Design a track for users on mountain bikes and BMX bicycles, but shall also be able to be used by multiple other user groups, for example run bikes, skateboards, scooters, and wheelchairs;
- The track shall have a minimum of one (1) paved start area where several users can congregate;
- The track shall have more than one (1) option to make a continuous circuit;
- The size and design of rollers, berms and other features shall be in accordance with industry standards;
- The track shall be designed with asphalt as the top (rolling) surface;
- Consideration shall be given to the climate and geotechnical conditions at the installation location to determine a suitable subbase, base, and surface course specification and compaction requirements for each layer. St. John's is subject to frequent freeze/thaw cycles which can increase the rate of asphalt degradation;
- The track shall be designed with adequate drainage;
- Signage design for the pump track;
- Landscaping recommendations for the area in the immediate vicinity of the pump track.
- Complete a detailed assessment of all above ground and underground utilities in the project area to identify potential sources of conflicts;
- Design must give due consideration to cost effectiveness of construction, while providing due consideration for future operation and maintenance of the track;

The Avalon Mountain Bike Association (AMBA) shall be consulted during the development of the pump track layout in order to agree upon acceptable/desired features and preferred layout options, prior to submission of the final track layout.

The detailed design drawings package will include all necessary information to illustrate all work of the project including;

- Dimensioned layout drawing of the overall pump track;
- Detail drawings of all unique features including but not limited to rollers, berms / corners, start area, transitions;
- Detail drawings showing material type, dimensions, and compaction requirements for all features;
- Signage drawing;
- Drainage drawing;
- Construction schedule / schedule for next phase of work.

All drawings to be submitted in pdf and AutoCAD dwg formats. Project specifications will follow format of City's front-end documents, referencing the City's Specifications Book, with supplementary specifications and/or detailed specifications provided wherever necessary. Drawings, specifications, and detailed construction cost estimates will be submitted for review at the 66% and 99% stages of detailed design.

The successful proponent will be expected to take part in Public Communications work as it applies to the project. The successful proponent will be expected to compile necessary sketches for use during information sessions, if applicable.

Ancillary Services - Contract Administration, Geotechnical, Materials Testing and Archeological Services

The successful proponent shall provide contract administration services during the construction phase of the project. This will include, but is not limited to, arranging job meetings as required with the City representatives and AMBA as required to review job progress, prepare and distribute meeting minutes, prepare progress claims, coordinate geotechnical tasks (if applicable), provide an archeologist for initial excavation of the site in a standby role, coordinate asphalt and compaction testing, and other related general administration duties as required. Allowances included in the RFP are for direct third-party costs and shall not include any costs incurred by the successful proponent for coordination of these tasks.

Construction and Inspection Services

The proponent shall construct an asphalt pump track in accordance with the approved drawings. It is inclusive, but not limited to, the following activities:

- Proponent shall be responsible for clearing the land as required prior to start of construction, and the disposal of any materials removed from the construction site. Proponent shall pay special attention to established trees and ensure that they are not damaged during construction activities;
- Proponent shall be responsible for the supply of all materials required for the construction;
- Proponent to keep records of compaction results for all layers during construction. Proponent shall provide certification of asphalt material used to confirm mix is in accordance with project requirements and fit for purpose. Proponent shall be subject to

regular inspections by City of St. John's and AMBA representatives to ensure construction is proceeding in accordance with the approved scope;

- Proponent is responsible for the cleanup of the area following construction, including landscaping and other re-establishment as required;
- Proponent is responsible for the supply and installation of signage in accordance with the provided signage template and specifications.

The proponent will be required to construct an asphalt pump track meeting the specifications and requirements of the approved design ready for immediate use. Landscaping, site cleanup and all other tasks required to turn over the track to the City of St. John's without further work is the responsibility of the proponent. Warranty as per the contract documents is included.

Inspection during the construction will also be the responsibility of the successful proponent phase to ensure compliance with the approved drawings and specifications. The City of St. John's/AMBA reserves the right to use an inspector as well for the following tasks including, but not limited to, inspection of the work; soil, concrete, and asphalt testing; monitoring traffic control measures; monitoring site specific health and safety matters and addressing any construction issues arising.

As Built Completions Package

The successful proponent shall maintain red line mark-ups recording as-built information, review and confirm accuracy of as built information gathered and then compile and submit verified as built drawings in pdf and AutoCAD dwg format to the City.

See Annex B - QUIDI VIDI PARK PUMP TRACK PROPOSED SITE

Safety Training & Supervision

- a. Contractors shall ensure that work covered under these documents conform, where required, to all municipal, provincial and federal legislation.
- b. Contractors and **all** Subcontractors (to be) listed in the Declaration of Subcontractors table shall attend a City **Safety Orientation before** any work may proceed as well as all site safety meeting(s) that will be scheduled.
- c. The Contractor and all Subcontractors, by accepting the conditions of this Tender, agree to attend all **site safety meetings** and shall take full responsibility for briefing their staff on all applicable issues following such meeting(s).
- d. Contractors are responsible, and will be held accountable, **to ensure that all their staff are briefed** and have received the necessary training required on all items, issues and points discussed in the City's Safety Orientation Program, including the City's strongest (zero tolerance) Occupational Health and safety rules, regulations, policies, procedures and practices.
- e. The Contractor/Consultant/Engineer/Architect agrees to enforce that where an employee has been cited more than twice (documented) for non-compliance to safety rules, regulations, polices or procedures, the employee shall be given notice in writing that any additional violations **will** result in suspension and/or removal from the job site.
- f. On projects where blasting is to be done, the Contractor shall file a pre-blast plan showing the blasting pattern, as well as an Emergency Response Assistance Plan with the City's Occupational Health & Safety Officer and the Explosives Division of Energy, Mines and Resources Canada.

- g. All contractors must provide a copy of a COVID-19 Health and Safety Management Plan to the City Project Manager prior to starting their project or commencing work in City facilities.

Contractors are required to update their COVID-19 Health and Safety Management Plan as necessary in keeping with all Public Health Advisories. In addition, the City may update this Guideline, with all updates to be binding on contractors upon being provided a copy of the updated Guideline by the City.

The Contractor COVID-19 Health and Safety Management Plan must consist of, as a minimum, the following components:

- COVID-19 education and information
 - > Review of COVID-19 information sheet
 - Posting of COVID-19 poster
 - Review of COVID-19 poster
 - Signage indicating authorized personnel only
 - > Social distancing
 - Must maintain 2m or 6 feet social distancing
 - If this cannot be maintained, respiratory equipment must be used
- Employees must be trained and fit-tested for full face, ½ face and N95 respirators.
- Surgical/Non-surgical masks do not require fit testing
 - > Sanitation and cleaning protocols
 - Hand washing/hand sanitizer/wipes
 - Cleaning supplies
 - Washroom facilities
 - Vehicles/equipment/tools
 - > PPE required
 - Respirators/masks
 - Gloves
 - Safety glasses
- Employee orientation and training
 - > COVID-19 Self-Assessment Questionnaire
 - Must be posted in site office or on-site trailer/site fence for all visitors to complete prior to entering work site
 - Must be reviewed by everyone prior to site access, to ensure they are safe to enter worksite.
 - Employees to leave site immediately if they answer Yes to any question and to contact their Supervisor and to follow Public Health protocol.
 - Employer to document the individuals on site and note that they have reviewed Questionnaire.
 - > All employees must review the safe working protocols prior to entering work site
- Site specific risk assessment
 - > All tasks, tools, equipment, facilities must be reviewed and assessed to ensure they cannot/do not add to the potential spread of COVID-19
 - > Determine the potential hazards
 - > List required controls for each hazard

- Standard operating procedures (SOP)
 - > SOPs must be listed for all tasks where COVID-19 virus may be transferrable
- Vehicles/equipment/tools
- facilities
- lunchrooms
- trenches
- meeting rooms
- disposal of used PPE/disposal bin
- monitoring of worksite

- Supervisor or designate to monitor all COVID-19 protocols

- Rescue plan
 - > Plan for workplace injury and emergency medical assistance, if required.
 - > If an employee develops flu-like symptoms, they must immediately leave the site and contact their Supervisor. The Supervisor must immediately contact the City Project Manager.

Please note further information listed on the Provincial Government COVID-19 website:
<https://www.gov.nl.ca/covid-19/files/Construction-and-COVID.pdf>
<https://www.gov.nl.ca/covid-19/files/COVID-19-Risk-Informed-Decision-Making-Guidance-for-Construction-Industry-March-30-2020.pdf>
<https://www.gov.nl.ca/covid-19/files/factsheet-covid-19-environmental-cleaning-NL.pdf>
<https://www.gov.nl.ca/covid-19/files/Covid19-Prevention-Poster.pdf>
<https://www.gov.nl.ca/covid-19/files/Covid19-Hand-Washing-Poster.pdf>
<https://www.gov.nl.ca/covid-19/files/Covid19-Washroom-Door-Poster.pdf>

B. MATERIAL DISCLOSURES

Design

See Annex C - Topographical Survey Information

Construction

See Annex D - Proposal from AMBA - Avalon Mountain Bike Association

Advisory Notice

Should there be a work stoppage with either of the City of St. John's bargaining units, the Owner shall not be liable for any costs, losses, damages, charges, expenses or otherwise of the successful contractor resulting from the unavailability of City staff to administer and inspect the contract during this period. As a result the contract shall be suspended until such time an agreement is reached. Only work requiring completion to avoid potential claims to the Owner as determined by City staff will be finished prior to contract suspension. Depending on the duration of a potential work stoppage, the contractor and the Owner will decide if the original contract will proceed after the work stoppage as per the original conditions or if changes acceptable to both parties will be contemplated.

Substitution of Materials

Tenders shall be based upon using the materials or products as specified without substitution. Where two or more brand names are specified the choice shall be left to the Contractor. Where only one brand name is stated there shall be no substitution.

Where the Specifications include the “or approved equal” clause, substitutions may be proposed provided that:

1. The request for a substitution is made in writing at least seven (7) calendar days prior to the submission deadline;
2. The request shall clearly define and describe the product for which the substitution is requested;
3. The substituted article is equivalent to the specified article with regards to design, function, appearance, durability, operation and quality.

Approval of the substitution by the Property Manager/Supervisor shall be in the form of an Addendum to the Specifications issued at least three (3) calendar days prior to the Tender closing date, to all of those Contractors listed as having received a copy of the Contract Documents.

Covid 19

The City of St. John’s has developed and implemented a COVID-19 plan to provide a safe workplace for its staff, the public and vendors. At a minimum this plan addresses:

- Communication to staff on best practices related to COVID-19 prevention
- Implemented safe work practices for:
 - social distancing
 - cleaning of vehicles/workspaces/facilities
 - Entering commercial/residential premises
- Minimized staffing levels in facilities
- Implemented a staff screening questionnaire
- We are continually monitoring information provided by Provincial Department of Health and the Public Health Agency of Canada

Vendors are required to schedule appointments, service calls, installations, contract work with a City representative prior to the beginning of any work. You must discuss with the City representatives any required precautions that your organizations may be required to do to support your COVID-19 plan.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each proposal must include a Submission Form (Appendix B) completed and signed by an authorized representative of the proponent.

2. Pricing (Appendix C)

Each proposal must include pricing information that complies with the instructions contained in Pricing (Appendix C).

3. Other Mandatory Submission Requirements

Declaration of all Subcontractors

Bidders are required to list the names of subcontractors, manufacturers, and suppliers if such requirement is specifically required. Failure to do so, where such is required, and at the time of Tender submission shall render the Tender incomplete.

If the work is to be performed by the Bidder, the check the box indicating, "By Own Forces", shall be checked. To be considered valid and satisfactory, the Bidder shall be recognized as a "bona fide" contractor, manufacturer or supplier of that particular trade or item. Names from the Subcontractors list may be released by the Owner.

Bidders shall retain the right to substitute other names for any trades in the event of any of those named become bankrupt or insolvent after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy or insolvency.

See bidding system for table titled Appendix "D" - Declaration of Subcontractor(s)

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

Short Profile – Carrier Safety Regulations

- Every Bidder who is a Carrier as defined by the Carrier Safety Regulations made further to the Highway Traffic Act RSNL 1990, c.H-3 as amended (the "Regulations") shall submit, up to seven (7) days after the Tender closing date, a Short Profile (as referenced in the Regulations) dated within thirty (30) days of the Tender closing date, from the Registrar of Motor Vehicles, Motor Vehicle Registration Division, Department of Government Services and Lands.

- The Short Profile submitted by the Bidder shall indicate that the Bidder has a Safety Rating (as referenced in the Regulations) of "Satisfactory - Unaudited" or "Satisfactory - Audited" and a Threshold Level (as referenced in the Regulations) of "0" or "1".

- Bidders failing to provide an acceptable Short Profile as defined in (a) and (b) above will be rejected.

Contract Documents

The City requires the successful proponent (s) to provide the following documents within seven (7) calendar days from the City's request to do so:

- Signed Agreement
- Certificate of Good Standing from the Newfoundland and Labrador Registry of Companies
- Occupational Health and Safety Declaration
- Workplace NL Certification
- Certificate of Insurance acceptable to the City's Manager of Corporate Risk and Recovery

- Contractors shall have completed a Certificate of Recognition, “COR” program and submit a copy of the Certificate issued by the Newfoundland and Labrador Construction Safety Association or other Accredited Program, before the contract may commence - if required
- Covid 19 Management Plan (see Safety Training & Supervision - Appendix D)

Generally for insurance the City requires the following:

- Commercial General Liability - minimum two million (\$2, 000, 000)
- Auto - minimum two million (\$2, 000, 000) (only required when proponent/contractor is delivering supplies/materials to City facilities/properties)
- City named as an Additional Insured (on CGL coverage)
- 30 day cancellation
- Please ensure that the name on the insurance documents matches the company name that is registered with Company of Deeds, Service NL
- Builders Rick (if required)
- Installation Floater (if required)
- Professional Liability Insurance in the amount of \$2 million dollars (\$2,000,000) per occurrence

F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

The rated requirements will be evaluated and scored according to the process stipulated in the RFP. An overall minimum threshold of 80% of available Technical Rating points (i.e. 40/50 points) must be met in order for proponents to move onto the next stage of the RFP. Any proponents who do not achieve the overall minimum threshold will be disqualified.

Cost proposals corresponding to proposals which have achieved aforementioned passing mark will be reviewed upon completion of the technical evaluation. The lowest fee proposal receives a Fee Rating of 100% of available points (50 points). The remaining fee proposals are rated as follows:

- All other proposal fees are pro-rated as follows:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$

The proposals will be ranked in order from the highest to the lowest using the total score (technical plus fees). The proponents submitting the highest ranked proposal will be recommended for award. In the case of a tie, the proponent submitting the lower fee for the services will be selected.

#	Category	Weighting (%)
1	Pricing	50
2	Understanding the Work	20
3	Capability	30
Total Points		100

1. Pricing

See Appendix C - Pricing

2. Understanding the Work

The best proposals will clearly convey that the proponent fully understands what is expected to be done while completing this project.

The overall quality of the proposal and the level of effort that went into its preparation.

Work Plan – the thoroughness and organization of the proponents approach to the project.

3. Capability

Project Manager Experience – The proponent shall clearly identify the length and quality of the experience of the person named in the proposal as the proponent's project manager. It must be demonstrated by providing references and contacts that the Project Manager has experience in designing and constructing similar size pump track.

Company Experience – Design - The proponent shall clearly identify the length and quality of experience of the company in doing similar work. A total of three sample projects shall be submitted with references to be listed.

Company Experience – Construction - The proponent shall clearly identify the length and quality of experience of the company in doing similar work. A total of three sample projects shall be submitted with references to be listed.

Team Quality – The proponent shall clearly identify the team being put forward for consideration. The proponent shall describe the length and quality of the experience named in the proposal, and their primary role/responsibilities. Personnel resumes shall be included for each key team member. Resumes shall not exceed 2 pages in length. An organization chart shall be provided.

2021107 - Quidi Vidi Park Pump Track

Opening Date: June 17, 2021 2:30 PM

Closing Date: July 8, 2021 1:00 PM

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is calculated in a separate table. In lawful money of Canada.

Electronic Bid Submission

The first table is a Summary Table which provides your Sub-Total for each pricing table and also indicates whether or not the table is mandatory or not. Asterisk's within the table denotes a "MANDATORY" line item.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value unless you are prepared to provide the line item at zero dollars to the Owner.

If a table is "NON-MANDATORY" and you are bidding on it, you must bid on all line items with an asterisk.

If there are multiple tables, you must click the "EDIT PRICING" button inside the Summary Table to display the applicable Pricing Table that you wish to bid on.

Pricing Table

Line Item	Description	Units	QTY	Unit Price *	Total
1	Design Fee (includes Preliminary Design)	Lump Sum	1		
2	Construction Costs (includes Inspection Services and Contract Admin)	Lump Sum	1		
3	As-Built Drawings	Lump Sum	1		
Subtotal:					

Allowances

Line Item	Description	Units	QTY	Unit Price	Total
1	Geotechnical	Allowance	1	\$2,000.0000	\$ 2,000.0000
2	Archeological Standby	Allowance	1	\$1,000.0000	\$ 1,000.0000
3	Asphalt & Compaction testing	Allowance	1	\$2,000.0000	\$ 2,000.0000
Subtotal:					\$ 5,000.0000

Summary Table

Bid Form	Amount
Pricing Table	
Allowances	\$ 5,000.0000
HST (15%)	\$ 750.0000
Total Contract Amount:	

Specifications

Proponent Information

Description	Response	
Full Legal Name of Proponent:		*
Any Other Relevant Name under which Proponent Carries on Business:		*
Street Address:		*
City:		*
Province/State:		*
Postal Code:		*
Phone Number:		*
Fax Number:		*
Company Website (if any):		
Proponent Contact Name and Title:		*
Proponent Contact Phone:		*
Proponent Contact Fax:		*
Proponent Contact Email:		*

Subcontractors

Refer to the bid document for the specific requirements for subcontractors.

Declaration of Subcontractor(s)

Other Mandatory Submission Requirements

Bidders are required to list the names of subcontractors, manufacturers, and suppliers if such requirement is specifically required. Failure to do so, where such is required, and at the time of Tender submission shall render the Tender incomplete.

If the work is to be performed by the Bidder, the check the box indicating, "By Own Forces", shall be checked. To be considered valid and satisfactory, the Bidder shall be recognized as a "bona fide" contractor, manufacturer or supplier of that particular trade or item. Names from the Subcontractors list may be released by the Owner.

Bidders shall retain the right to substitute other names for any trades in the event of any of those named become bankrupt or insolvent after the date hereof. Any such substitution shall be subject to the approval of the Owner and contingent upon satisfactory evidence of bankruptcy or insolvency.

By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Line Item	Type of Work	Subcontractor Firm Name	Manufacturer(s)	Supplier(s)	Telephone Number
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Documents

Ensure your bid submission document(s) conforms to the following:

1. Documents should be in PDF format and be compatible with Adobe version 5 or higher. Documents may also be submitted in Microsoft Word or Microsoft Excel format (version 2010 or 2013). Vendors should only submit these file types unless specifically requested to submit other file types that may be required for a specific proposal. If the City requires video or audio files do NOT upload video or audio files here.
2. Documents should **NOT** have a security password, as the City of St. John's staff may not be able to open the file.
3. The maximum file upload size is 500MB. To reduce the document size, Proponents may zip/compress files for upload. Also, if a vendor requires to upload more than one (1) document, the vendor may combine the documents into one zipped/compressed file, as per the instructions below. Zipped files must be named accordingly for the submission and must not be password protected.
4. When uploading a file please ensure each document is named, in relation to the submission format item responding to, for example, if responding to the Previous Experience category save the document as "Previous Experience".
5. It is the vendor's sole responsibility to ensure that their uploaded document(s) are not either defective, corrupted or blank and that

the documents can be opened and viewed by the City of St. John's staff. The City of St. John's may reject any Bid where any document(s) cannot be opened and viewed by City staff.

- Proposal (Do Not Include Pricing Information) * (mandatory)

To compress (or zip) a file or folder, follow these steps

1. Locate the file or folder that want to compress.
2. Right-click the file or folder, point to **Send to**, and then click **Compressed (zipped) folder**.

A new compressed folder is created in the same location. To rename it, right-click the folder, click **Rename**, and then type the new name.

To upload a document follow these steps

1. Click on the browse button to locate the file on your computer or network
2. Click the upload button
3. After the file has been successfully uploaded, a link to the document will appear on the screen, along with the time/date that it was uploaded.
4. If you need to remove the document, click the remove button next to the document name.

Appendix B-Submission Form

1. 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 City and the proponent unless and until the City and the proponent execute a written agreement for the Deliverables.

2. 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.

3. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix C) in particular. 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.

4. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

5. No Prohibited Conduct

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

6. 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 City to the advisers retained by the City to advise or assist with the RFP process, including with respect to the evaluation this proposal.

☐

I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Is there any conflict of interest arising from your bid?

Yes No

Electronic Bid Submission

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document. Please check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name

**I have reviewed the
below addendum and
attachments (if
applicable)**

Pages

There have not been any addenda issued for this bid.