



LABRADORCITY

REQUEST FOR PROPOSALS
`Skatepark Design & Build`
TLC-01-25

Closing Date: Wednesday, February 12th, 2025 at 3:00pm local time.

Craig Purves, MCIP
Director of Planning & Development
Town of Labrador City
317 Hudson Drive
Labrador City, NL
A2V 2K5



December 19, 2024
NOTICE

REQUEST FOR PROPOSALS
`Skatepark Expansion Design & Build`
TLC-01-25

The Town of Labrador City is requesting those from qualified professional design firms for the design and build of a skate park expansion. On a site that is approximately 21225m2 in size. This is a request for proposals and not a call to tender; contract will be award based on the quality of the submission proposal.

Sealed Proposals are to be submitted and duly signed for **`Skatepark Expansion Design & Build` TLC-01-25**, and shall be delivered to: Town Hall, Labrador City, PO Box 280, 317 Hudson Drive, Labrador City, NL, A2V 2K5.

Digital Proposals shall be submitted in accordance with the Request for Proposals document.

The Town reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best serves the interest of the Town.

Closing Date: 3:00pm local time, Labrador City, February 12th, 2025.

Proposals received after the closing date will not be considered.

Submissions must be in accordance with the instructions disclosed in the 'Request for Proposals' document.

SECTION 1.0: INTRODUCTION

1.1 Project Overview

The Booth Avenue Recreation Hub is a centerpiece of Labrador City’s recreational infrastructure, offering residents and visitors access to a wide array of facilities, including an arena, curling club, ball field, multipurpose courts, a skatepark, and a BMX pump track.

At the centre of this hub is the Town’s skatepark, a slab-on-grade facility spanning approximately 705 m². Constructed in 2014, the skatepark features three prominent above-ground ramp structures, serving as a vibrant space for community recreation and skill development.

In 2018, the Town contracted a landscape architecture firm to develop a conceptual design for an extension to the skatepark. This plan included additional above-ground ramps and the relocation of the BMX pump track to optimize the site’s functionality.

While drawing inspiration from the 2018 concept, the Town has decided to pursue a more ambitious vision: a fully formed concrete skatepark expansion. This design will accommodate users of all ages and skill levels, prioritizing inclusivity, safety, and durability.

As part of its 2025 budget, the Town Council has allocated significant funding for this transformative project. The objective is to deliver a state-of-the-art skatepark expansion that integrates seamlessly with the existing facility. Designed to the highest standards, the new skatepark will provide a dynamic, multi-use, and accessible space, reflecting Labrador City’s commitment to exceptional recreational opportunities and community engagement.

1.2 Project Timeline:

Issue Date of RFP	December 19, 2024
Deadline for Questions	February 3, 2025
Deadline for Issuing Amendments	February 5, 2025
Submission Deadline	February 12, 2025
Review of Proposals	February 26, 2025
Anticipated Award of RFP	March 3, 2025
Anticipated Construction Start	August, 2025
Project Completion	November, 2025

SECTION 2.0: EXISTING CONDITIONS

2.1 Site Location & Size

The project site is located at 405 Booth Avenue, Labrador City, NL, with the following coordinates:

- Latitude: 52.948689
- Longitude: -66.912057

The total area of the expansion site is approximately 2,122 m².

Refer to **Appendix B – Site Location** for detailed area.

2.2 Existing Park Design:

The current skatepark consists of a slab foundation measuring 37 m x 19 m (~705 m²) and includes several above-ground ramp structures. These structures can be relocated, removed or decommissioned as part of the project's design process.

Refer to **Appendix C – Site Images** for images of the existing park.

2.3 Topography & Geotechnical:

No topographic study has been commissioned for the site. The site is generally flat, with a gradual elevation change of **1.5 meters**. The lowest point is near Booth Avenue at the street front, and the highest point is located at the northeast corner.

Detailed contour data can be accessed through the Town's GIS system at www.labcitymaps.ca.

No geotechnical study has been conducted for this section of land.

2.4 Lighting:

Existing light pole locations are detailed in **Appendix D - Lighting**. The poles are powered by underground conduits, which likely traverse the proposed project area. The Town will identify and relocate these conduits as necessary.

2.5 Underground Infrastructure:

A manhole is located within the project area, as outlined in **Appendix E - Infrastructure**. This manhole is a permanent feature and must be incorporated into the design. Relocation is not an option.

2.6 Onsite Amenities:

The project site includes a picnic table and a waste receptacle, both installed on a 6'x6' foot concrete slab at the southern end of the site. These amenities can be removed as part of the final design.

Respondents must specify in their proposal whether the removal of these fixtures is required and, if so, provide details on the timing and coordination necessary to facilitate this removal. The cost of removing these amenities should not be included in the project budget, as it will be managed by the Town.

SECTION 3.0: DETAILED SCOPE OF SERVICES

The Town of Labrador City is seeking a qualified proponent to design and construct a modern skate park that meets the needs of local users while ensuring safety, durability, and integration with the surrounding site. The selected proponent will be responsible for delivering a turn-key product within a fixed budget of \$1,000,000 and \$1,280,000 CAD (exclusive of HST).

3.1 Design Phase

The proponent will:

- a) **Preliminary Design Submission:** Provide a preliminary design concept as part of the proposal. This should include:
 - o Layout of features and zones catering to beginner, intermediate, and advanced users.
 - o Integration with the existing site (e.g., drainage, access points, landscaping & lighting).
 - o Aesthetic and functional considerations to enhance the park's appeal.
- b) **Community Engagement and Design Refinement:**
 - o Conduct at least one round of engagement with the community stakeholders.
 - o Present the preliminary design, gather feedback, and refine the design accordingly.

- Provide updated visualizations and documentation reflecting the feedback.
 - c) **Final Design Submission:**
 - Deliver a finalized design package, including detailed drawings, materials specifications, and renderings.
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3.3 Pre-Construction Phase

The proponent will:

- a) **Site Preparation Plan:** Develop and submit a plan addressing:
 - Site clearing and grading requirements.
 - Drainage solutions and environmental considerations.
 - Integration with surrounding infrastructure.
 - b) **Construction Plan:** Provide a detailed plan for construction activities, including:
 - Phasing and timelines.
 - Specifying any requirements for the Town to remove existing amenities or fixtures.
 - Construction access and site security.
 - Health and safety protocols.
-

3.4 Construction Phase

The proponent will:

- a) **On-Site Work:** Perform all activities required to construct the skate park, including:
 - All preparatory excavation, site work, subgrade construction, base material compaction, earthworks, concrete forming, and pouring.
 - Installation of all skate park features and elements & connection to municipal services.
 - Complete finished landscaping and integration with surrounding areas.
 - b) **Quality Assurance:** Ensure all work meets:
 - Safety standards and guidelines for skate parks.
 - Durability and weather-resistance requirements for Labrador City's climate.
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c) **Progress Reporting:**

- Provide regular updates to the Town on progress, budget, and any issues.

3.5 Post-Construction Phase

The proponent will:

a) **Inspection and Handover:**

- Conduct a final inspection with the Town.
- Address any deficiencies and ensure the park is safe and ready for use.

b) **As-Built Documentation:**

- Deliver final as-built drawings and specifications.
- Include a maintenance guide for the park's features and materials.

c) **Warranty Period:**

- Provide a warranty for workmanship and materials, specifying duration and coverage. Refer to Section 7.6.

3.6 Materials

Unless otherwise specified, the materials and equipment must be new and of top quality, with approvals relevant to the type of installation, such as CSA (Canadian Standards Association) certification.

SECTION 4.0: PROPOSAL REQUIREMENTS

The submission of a proposal on this service will be considered as a representation that the proponent has carefully investigated all conditions which may affect or may, at some future date, affect the performance of the services covered by the proposal, the entire area to be serviced, and other contract documents and that the proponent is fully informed concerning the conditions to be encountered, quality and quantity of work to be performed and materials to be furnished; also, that the proponent is familiar with all Federal and Provincial laws, all codes and ordinances of the Town of Labrador City which in any way affect the procurement of the work or persons engaged or employed in the work.

Proposals must be clear, concise, and structured as follows to ensure a thorough evaluation.

4.1 Submission Requirements

The Proposal shall include the following as a minimum; failure to do so may be cause for rejection of the proposal:

Proposals must include the following components:

(a) General Information

- Using the form identified in this document as Appendix A - General Information, the proponent shall provide the name of the firm, Office address, telephone number, email address, and facsimile number.

(b) Executive Summary

- A brief written overview of the proposal, highlighting the team's qualifications, approach to the project, and understanding of the Town's objectives.

(c) Company Profile and Experience

- Description of the proponent's organization, including:
 - Years of experience in skate park design and construction.
 - Overview of recent relevant projects, emphasizing design/build skate parks.
 - Demonstration of experience working with municipalities and community engagement.

(d) Project Understanding and Approach

- Description of the proponent's understanding of the project objectives and scope.
- Outline of the approach to deliver the project, including:
 - Methods for engaging with the community.
 - Strategies for incorporating feedback into the design process.
 - Approach to ensure safety, durability, and accessibility in the final design.

(e) Preliminary Design Submission

- A draft design concept tailored to the proposed site, including:
 - **Skate Park Layout:** A draft layout with features and zones catering to different skill levels.

- **Design Narrative:** An explanation of how the design addresses community needs and site-specific considerations, including the types of features proposed and their intended use.
- **Visual Representations:** Basic 3D renderings, conceptual sketches, or annotated diagrams.
- **Site Integration Plan:** Details on how the design integrates with the site's existing features, including landscaping, access, and surrounding amenities.

(f). Detailed Work Plan and Schedule

- A comprehensive work plan outlining:
 - Key project phases (design, pre-construction, construction, post-construction).
 - Milestones and deliverables for each phase.
 - Detailed project timeline, ensuring completion within the stipulated timeframe.
- Description of the project management approach, including risk management and communication strategies.

(g). Budget and Cost Proposal

- The project budget ranges from \$1,000,000 and \$1,280,000 CAD (exclusive of HST).
- Detailed breakdown of costs, including:
 - Design phase expenses.
 - Construction costs (materials, labor, equipment).
 - Community engagement activities.
 - Contingency allocation.
- Acknowledgment that the proponent accepts the fixed budget and agrees to deliver within it.

(h). Team Composition and Qualifications

- Organizational chart of the project team, including roles and responsibilities.
- Resumes or biographies of key personnel, highlighting relevant experience and certifications.
- Identification of subcontractors or consultants (if any) and their roles in the project.

(i). References and Past Projects

- Case studies of at least three recently completed skate park projects, including:

- Project descriptions, sizes, and locations.
- Photos or renderings of the completed work.
- Client contact information for references.

(j). Supplemental Information

- Any additional materials the proponent believes would strengthen their proposal, such as unique design features or innovative construction techniques.

4.2 Document Size Restrictions

Elaborate brochures or voluminous examples are neither required nor desired. Your proposal should not be more than 10 typed pages maximum, Times New Roman 12 point font pitch.

SECTION 5.0: GENERAL INSTRUCTIONS

5.1 Instructions and the Terms of Reference

- (a) All proposals are to be submitted in accordance with the Request for Proposals (RFP).
- (b) Proposals are to be submitted in sealed, plainly marked envelopes. Proposals sent by facsimile will not be accepted. For digital submission requirements, refer to Section 5.2 below.
- (c) Additional information or clarifications of any of the instructions or information contained herein may be obtained from office of the Director of Planning & Development, Town of Labrador City. Email is the preferred method of contact: planning@labradorcity.ca
- (d) Any proponent or proponents finding any discrepancy in or omission from the proposal, in doubt as to their meaning, or feeling that the proposal is discriminatory, shall notify at once the Director of Planning Development in writing within 5 days of the scheduled opening of proposals.

Exceptions as taken in no way obligate the Town to change the proposal. The Director of Planning & Development will notify all respondents in writing, by addendum duly issued, of any interpretations made of proposal instructions.
- (e) The Town will assume no responsibility for oral instructions or suggestion. All official correspondence in regard to the proposal should be directed to and will be issued by the Director of Planning & Development.
- (f) All proposals must be signed by an authorized signatory of the Proponent.
- (g) The Town reserves the right to make additional copies of proposal for internal use or for any other purpose as may be required.

(h) Proponents will be advised of the results after an evaluation of all proposals is complete and a successful proponent is determined.

5.2 Digital Submission Requirements

All proposals must be submitted electronically via email to cashier@labradorcity.ca. To ensure the security and confidentiality of your submission, the following requirements must be met:

a) **File Format:**

- Submissions must be in PDF format. Additional supporting documents may be included in commonly accessible formats (e.g., Excel, Word, or JPEG) as necessary.

b) **Passcode Protection:**

- All digital submissions must be passcode-protected to ensure confidentiality of respondent's bids.
- Passcodes shall be remitted in a separate email sent to townclerk@labradorcity.ca; this email must be received no later than within 1 hour of the closing date.

c) **Email Subject Line:**

- Respondents must use the following subject line format: "TLC-01-25: Skatepark Expansion Design & Build - [Company Name]."

d) **File Size:**

- The total size of all attached files must not exceed 20MB. If your files exceed this limit, please provide a link to a secure cloud storage platform (e.g., OneDrive, Google Drive) with restricted access.

e) **Submission Deadline:**

- Proposals must be received by Wednesday, February 12th, 2025 at 3:00pm local time. Late submissions will not be considered.

f) **Confirmation of Receipt:**

- It is the responsibility of the respondent to confirm receipt of their submission by contacting Cashier Clerk at cashier@labradorcity.ca or 709.944.2621.

The Town of Labrador City cannot guarantee the confidentiality or security of digital submissions that are not passcode-protected. It is the sole responsibility of the respondent to

ensure their proposal is adequately secured prior to submission. Proposals submitted without passcode protection may be at risk of unauthorized access.

For any technical issues or questions related to digital submission, please contact the Director of Planning & Development - planning@labradorcity.ca

5.3 Reservations

(a) The Town reserve the right to reject or accept any or all proposals or parts of proposals, when in reasoned judgment, the public interest will be served thereby.

(b) The Town may waive formalities or technicalities in proposals as the interest of the Town require.

(c) The Town may waive minor differences in the proposal provided these differences do not violate the proposal intent.

5.4 Modifications/Addenda

The Town may, at any time prior to the closing date and time, issue additional information, clarifications or modifications to the RFP by written addenda. It is the Proponents sole responsibility to ensure they have received all addenda prior to submitting their Proposal.

5.5 Proponents Expenses

Proponents are solely responsible for their own expenses in preparing, delivering or presenting a proposal and for subsequent negotiations with the Town, if any.

5.6 Exceptions

The submission of a proposal shall be considered an agreement to all the terms and conditions provided herein and in the various proposal documents, unless specifically noted otherwise in the proposal.

The proponent shall furnish a statement on company letterhead clearly identifying and giving complete description of all exceptions to the terms, conditions and specifications of the RFP.

Failure to furnish the statement will indicate that the proponent agrees to meet all requirements of the RFP and that if a contract is awarded, the successful proponent for this RFP agrees to enter into an agreement with the Town which binds the proponent to all terms and conditions and deliverables as stated in this document and its appendices.

5.7 Currency and Taxes

Prices are to be quoted:

- In Canadian dollars;;
- Exclusive of HST.

5.8 Compliance with Laws

The proponent will give all the notices and obtain all the licenses and permits required to perform the work, if any. The proponent will comply with all laws applicable to the work or performance of the contract.

5.9 Period of Submission Validity

Unless otherwise specified, all formal proposals submitted shall be irrevocable for 60 calendar days following proposal closing date, unless the respondent(s), upon request of the Director of Planning & Development, agrees to an extension.

5.10 Disputes

In cases of dispute as to whether an item or service quoted or delivered meets proposal requirements, the decision of the Town, or authorized representatives, shall be final and binding on all parties.

5.11 Grounds for Disqualification

The proponent shall direct all questions regarding this RFP or the project to the Director of Planning & Development.

Any attempt on the part of the Proponent or any of its employees, agent, contractors or representatives to contact any of the following persons with respect to this RFP or the project may lead to disqualification:

- (a) any Town of Labrador City councillor
- (b) any Town of Labrador City staff member

SECTION 6.0: ADMINISTRATION

6.1 Clarification

Each proponent must completely satisfy themselves as to the exact nature and existing conditions of the requirements and for the extent and quality of work to be performed. Failure to do so will not relieve the successful proponent of their obligation to carry out the provisions of the contract. Questions must be directed in writing to the Director of Development. Email is the preferred method of contact: planning@labradorcity.ca

6.2 Proponent's Qualification

- (a) No contract will be awarded except to responsible proponents capable of providing the services contemplated.
- (b) Proponents must be primarily engaged in providing the services as outlined in the Request for Proposals.
- (c) Proponents must have a comprehensive understanding of the scope of services listed in this Request for Proposal. Understanding and previous experience in all aspects of similar projects is essential criteria in the qualifying process.
- (d) Proponents shall have a proven record of having provided the services contemplated.
- (e) The proponent's personnel and management to be utilized in this service requirement shall be knowledgeable in their areas of expertise.
- (f) The Town reserve the right to check all references furnished and consider the responses received in determining the award of this proposal.
- (g) The Town reserve the right to contact or meet with any individual proponent. The Town are not obliged to meet with any or all proponents.

6.3 Indemnity

This is an invitation for proposals and not a tender call. The Town do not intend to, nor do they assume or owe any contractual or other duties or obligations as a result of the issuance of this RFP, the preparation or in any discussion with the Town on any other basis whatsoever arising out of this RFP. Without limiting the generality of the foregoing and for certainty, no contract is formed by the submission of a proposal in response to this RFP.

The Town shall have no liability as a result of issuance of this RFP. No proponent shall have any claim against the Town for any compensation of any kind whatsoever as a result of participating in this RFP process, including without limitation any claim for costs of proposal preparation or participation in discussion, or for any loss of anticipated profits, whether based in contract including fundamental breach, tort, breach of any duty or any other cause of action whatsoever.

In its sole and absolute discretion, and without limiting the generality of the Town discretion under this RFP, the Town may modify or amend this RFP including the timeline, requirements, scope of work, or any other terms, whether material or not, and may cancel, suspend or reissue this RFP.

6.4 Insurance Requirements

The successful Proponent will be required to provide General Liability Insurance in a form acceptable to the Town, with the Town of Labrador City as a named party. The amount of coverage will be two million dollars (\$2,000,000.00).

If the Proponent is legal obliged to be covered by Workers' Compensation and Health & Safety regulations, the Proponents shall provide evidence of coverage and that the premiums are paid and up-to-date. The successful Proponent shall also be responsible for obtaining and providing evidence that any Subcontractor is also covered as required by law.

6.5 Billing & Payment

The proponent shall submit detailed invoices for services provided quarterly to the office of the Director of Planning & Development. Billing periods should coincide with project milestones.

The invoice shall contain the following information:

- Purchase Order Number
- Period of Work
- A total showing how much money is billed in the current billing period
- A running total showing how much money has been billed previously
- Total billed to date (i.e., current plus previous invoices)
- Show the HST applicable to the entire billing
- A total showing how much is payable on the invoice.

Invoices beyond the original agreed value will not be accepted unless written consent from the Town is obtained. Invoices for extra work must be submitted separately and must be accompanied by a written justification of the work. (Note: Written authorization from the Town will be required prior to proceeding with any extra work.)

Payment shall be made upon submission of a proper invoice from the proponent and authorized by the head of the department or designee. Normal payment terms are 30 days from receipt.

6.6 Termination

Termination for Convenience: The Town may terminate a contract, in whole or in part, if determined that such a termination is in its best interest, without showing cause, upon giving written notice to the proponent.

The Town shall pay all reasonable costs incurred by the proponent up to the date of termination. However, in no event shall the proponent be paid an amount which exceeds the bid price for the work performed.

The proponent shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the proponent has not performed or has unsatisfactorily performed the contract, the Town may terminate the contract for default. Upon termination for default, payment will be withheld at the discretion of the Town. Failure on the part of the proponent to fulfill the contractual obligations shall be considered just cause for termination of the contract. The proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the Town in re-procuring and completing the work.

6.7 Integration

All proposals received shall become the property of the Town. This Request for Proposal document, the proponent's response to this solicitation, and subsequent purchase order(s) to the successful proposal contain the entire understanding between parties, and any additions or modifications hereto may only be made in writing executed by both parties.

6.8 No assignment of Contract

The proponent shall not assign the contract, or any portion thereof, except upon the written approval of the Town.

6.9 Public Information/Proprietary Information

The Town are subject to the provisions of the *Access to Information and Protection of Privacy Act*. Section 27 of the Act excludes the disclosure of information that would be harmful to the business interest of a third party and any disclosure by the Town would be subject to that provision.

6.10 Contractual Agreement

The selected respondent will be required to enter into a contractual agreement, prepared by a solicitor.

6.11 Intellectual Property Rights

The Town will be the owner of the intellectual property rights, including patent, copyright, trademark, industrial design and trade secrets in any deliverable product or product developed through this contract.

6.12 Confidentiality

The selected proponent agrees not to release or in any way cause to release any confidential information that pertains to the Town unless they have been specifically approved to do so in writing.

SECTION 7.0: BID SECURITY & PERFORMANCE BOND

Proponents must provide a bid security valued at ten percent (10%) of the total amount of their bid, including taxes, valid for a period of sixty (60) days from the date of the bid opening. The bid security is intended to ensure that the bidder agrees to execute the contract if they are the Successful Bidder. The Town of Labrador City does not pay interest on the sums held as security. All costs associated with obtaining bid security are the responsibility of the proponent and should be factored into the bid price.

The bid security will be returned upon receipt of the Performance and Labour and Materials Bonds. The terms of the bid security will be invoked and the amount retained by the Town if the bidder fails to enter into an agreement when notified of the award of the work within the tender validity period; or fails to provide the Performance and Labour and Materials Bonds in the amount and within the period specified.

7.1 Acceptable Forms of Bid Security

Bid security must meet the following requirements:

a) Certified Cheque or Bank Draft

- If the bid security is in the form of a certified cheque or bank draft, it must be:
 - Made payable to the Town of Labrador City.
 - Drawn from an account registered at a financial institution with a business presence in the province of Newfoundland and Labrador.
- A scanned copy of the certified cheque or bank draft must be included in the digital submission. The physical original must be couriered to the Town office within **three (3) business days** of the bid submission deadline.

b) Surety Bond

- If the bid security is in the form of a surety bond, it must:
 - issued by an approved Surety Company licensed to do business in the Province of Newfoundland and Labrador and made out in favour of the Town of Labrador City.
- An electronic bid bond is acceptable and must be submitted via an accredited bond management platform. The bond must include a verification code or certificate to allow validation by the Town.

c) E-Bonds

Contractors may provide Bid Bonds, Performance Bonds as well as Labour and Material Payment Bonds in either paper or electronic format (e-Bonds).

In accordance with the recommendations of the Surety Association of Canada, the e-Bonds shall be digitally verifiable through a third-party digital certification service provider that can maintain integrity of e-Bond content and provide secure access to the e-Bond such as Mobile Bonds, Xenex Enterprises or Trisura Guarantee Insurance Company.

d) Direct Deposit

- Bid security may also be provided via direct deposit to the Town's designated bank account. Proponents must include the transaction receipt or reference number in their digital submission.

The Town's banking information is as follows:

- Institution # 010
- Branch # 00165
- Account # 5700515

7.2 Submission and Validation

For bids submitted electronically:

- Bid security must be included as part of the digital submission, either as:
 - A scanned copy of the certified cheque or bank draft.
 - An electronic surety bond with a verification code.

- Proof of direct deposit.

Failure to meet these requirements may result in rejection of the bid. The original physical documents, where applicable, must be received by the Town within the specified timeframe to validate the bid.

7.3 Forfeiture of Bid Security

The Bid Security will be forfeited to the Town of Labrador City if:

- The successful proponent withdraws their bid after the submission deadline but before the contract is awarded.
- The successful proponent fails to provide the required **Performance Bond** and **Warranty Bond** within the specified timeframe.
- The successful proponent refuses or neglects to execute the contract after the award.

7.4 Return of Bid Security

1. Unsuccessful Proponents:

- Bid Securities will be returned to all unsuccessful proponents within **30 days** of the contract award.

2. Successful Proponent:

- The Bid Security of the successful proponent will be retained until the required Performance and Warranty are submitted and the contract is fully executed.

The cheque will be forfeited and cashed by the Town of Labrador City, or, in the case of a bid bond, the Town will exercise its rights against the surety, as liquidated damages, if the Successful Bidder:

- a) Withdraws their bid after the bid opening during its validity period; or
- b) Fails to provide the Municipality with all documents required by the tender documents; or
- c) Refuses, neglects, or fails to comply with the contract obligations.

7.5 Performance Bond

Within 10 days of the contract award, the Successful Proponent must replace the bid security with a performance bond and a labor, materials, and services bond, each valued at fifty percent (50%) of the contract price, including taxes.

The guarantees required by this article must remain in force and enforceable until the complete fulfillment of the contract obligations. The Municipality may at any time request that the Successful Proponent provide proof that the bonds or guarantees are still in force. Moreover, the Successful Proponent must replenish any bond that may have been depleted for any reason.

7.6 Warranty Bond

The contractor must attach a written document to their bid confirming the warranties offered to the Municipality for the skate park. This document must contain all details regarding the nature, extent, duration, and application methods of the warranties, effective as of the commissioning date. The warranty must cover a minimum of 5 years for normal use of the facility.

At the time of commissioning, the contractor must submit the original warranty documents, along with the manufacturer's manual, maintenance instructions for finished surfaces and materials, or any other useful instruction manuals for the use of the skate park.

SECTION 8.0: METHOD OF AWARD

The evaluation process will be carried out by an evaluating committee who will establish the ranking of all the consultants and produce a short list. The short-listed consultants may be invited to make a brief presentation. The results of the above process will be brought to the appropriate staffing level with a recommendation from the evaluating committee to award.

8.1 Evaluation Process

Each Proposal will be evaluated using the following process:

Stage 1: Verify each bid's compliance to the Mandatory Criteria below, and disqualify any bids that fail to meet these.

Stage 2: For bids that pass the Mandatory Criteria, evaluate and score each one, using the Desirable Criteria and weights.

Stage 1 - Mandatory Criteria

The proposal must meet all of the following mandatory criteria and clearly demonstrate that these are met in a substantially unaltered form. If the proposal fails to meet any one of these criteria, it will receive no further consideration during the evaluation process and be deemed non-compliant.

1. The proposal must clearly demonstrate the proponent's experience and ability to fulfill the service requirements identified.
2. All Cost Proposals must be submitted in Canadian dollars (CDN) exclusive of all taxes.
3. The Proposal must demonstrate the proponent's full understanding of the RFP.

Stage 2

All proposals which pass Stage 1 - Mandatory Criteria will be evaluated and ranked against the weighted Proposal Requirements listed in Section 8.1. Proponents are reminded that the proposal is the main document used in the evaluation and that the Proponent shall insure all information required to make the decision is included.

Proposals shall be evaluated on the basis of the criteria and weighting as outlined in the Rating Schedule below. In terms of relative importance, criteria are given an Assigned Weight (Column A). The criteria are rated according to the following degree of satisfaction and this rating (i.e., the unit points awarded) is placed in Column B.

Poor 1--3 Points

Fair 4--6 Points

Good 7--8 Points

Excellent 9--10 Points

Each unit Assigned Weight (Column A) is multiplied by the appropriate degree of satisfaction (Unit Points Awarded, Column B) to yield the Total Points (Column A x B). The Total score (i.e., the sum of the column 'Total Points') represents the overall degree of satisfaction. The recommendation will normally be to award the contract to the Consultant having the highest Total score. Each rating shall be considered confidential.

The Town reserve the right to evaluate proposals on any criteria it deems appropriate and may not necessarily rely on the criteria outlined in this document.

6.2 Rating Schedule

Evaluation Criteria	Assigned Weight (Column A)	Description	Unit Points (Column B)	Total Points (AxB)
1. Preliminary Design	40	Evaluation of the preliminary design, construction, and features.		
- Scope of Offer	5	How well the design meets the desired needs.		
- Diversity of Skill Levels	5	How well the design caters to different skill levels.		
- Aesthetic Aspect	5	How well the design fits into the environment.		
- Technical Expertise	5	Quality of construction and design.		
- Originality	5	Creativity in design.		
- Free Flow and Clearance	5	Smooth user movement and space.		
- Progressive Design	5	Helps users progress in their skills.		
- Integrations	5	Integration with existing skate park & lighting		
2. Cost Proposal	25	Evaluation of price and value for money.		
-Price	10	Overall cost of the proposal.	10	
- Value vs. Cost	15	Perceived value of cost proposal		
3. Team Composition & Qualification	10	Demonstrated ability to undertake the scope of work.		
- Company Profile	5	Experience and team qualifications.		
- References & Past Projects	5	Demonstrated completion of comparative projects.		
4. Contract Execution and Guarantees	10	Evaluation of guarantees and timelines.		
- Warranty & Maintenance	5	Guarantees and long-term upkeep.		

- Timelines	5	Proposed project schedule.		
5. General Presentation	10	Evaluation of clarity, organization, and overall presentation of the proposal.		
6. Administrative Compliance	5	Ensuring all required documents are included and complete.		

To assist in the evaluation of the Responses, the evaluation committee may, but is not required to:

- Contact the proponent’s clients/customers relevant to the proposal to verify any and all information regarding a proponent and rely on and consider any relevant information from such cited references in the evaluation of responses.
- Conduct and background investigations that it considers necessary in the course of the evaluation process and consider any relevant information resulting in the evaluation of Responses.

The evaluation committee will only seek clarification from a proponent if the requested information is ambiguous or missing and if such clarification does not offer the proponent the opportunity to improve the competitive position of its response. To the extent possible, requests made by the Evaluation Team will be sent from the email addresses of the RFP Contacts.

The Town reserve the right to deduct points from the Technical Proposal evaluation based on assessment of risk as follows:

- Low risk - exceptions or omissions to RFP terms and conditions and/or format indicate no risk or low risk to successful completion of project: (-0) to (-5) points
- Medium risk - exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated using the Town resources: (-5) to (-25) points
- High risk - exceptions or omissions to RFP terms and conditions and/or format indicate a risk to successful completion of project that can be mitigated but will require significant Town resources: (-26) to (-50) points
- Unacceptable risk - exceptions or omissions to RFP terms and conditions and/or format indicate a high probability of project failure: (-50) to (-100) points

6.3 Cost Proposal Evaluation

Unless otherwise stated in this document or its addenda, the proposal with the lowest cost shall receive the maximum points allowed. All other proposals shall receive a cost score based on their cost relationship to the lowest. The points for the financial evaluation will be allocated as follows. The total cost of each technically responsive bid will be calculated as shown in the Evaluation of Price. The lowest total cost will achieve maximum available points. All other proposals will be prorated using the lowest cost bid and the following formula:

Max Available Pts. $[\text{Max Available Pts.} \times (\text{total cost} - \text{lowest total cost}) / \text{lowest total cost}]$

Note: If the result is a negative number, the score assigned will be '0'.

Example: Two technically compliant bids are received and the maximum available points equal 10:

Bid 1: \$100,000

Bid 2: \$130,000

Bid 1 being the lowest, would achieve a score of 10 points

Bid 2 would achieve a score of 7 points, calculated as follows:

$$10 - [10 \times (\$130,000 - \$100,000) / \$100,000] = 7 \text{ points}$$

All cost proposals are automatically scored at 10 Unit Points in Column B of the rating schedule.

SECTION 9.0: AWARD OF PROPOSALS

9.1 The Town reserve the right to modify the terms, or cancel, or reissue the Request for Proposals at any time at its sole discretion.

9.2 This Request for Proposal should not be construed as a contract to purchase goods or services.

Although proposals will be assessed in light of the evaluation criteria, the Town are not bound to accept the lowest priced or highest scoring proposal or any proposal. The Town reserve the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever, in its opinion, best serves the interests of the municipality.

9.3 Subsequent to the submissions of proposals, interviews may be conducted with some of the proponents, but there will be no obligation to receive further information, whether written or oral from any proponent.

9.4 The Town will not be obligated in any manner to any proponent until a written contract has been duly executed. Any damages arising out of a breach by the Town, including damages for

any implied duty at law, are limited to the actual costs of preparing the proposal. Neither acceptance of a proposal, nor execution of a contract, will constitute approval of any activity or development contemplated in any proposal that requires any approval, permit or license pursuant to any statute, regulation or by-law.

Town of Labrador City
` Skatepark Expansion Design & Build`
TLC-01-25

Company: _____

Project Manager: _____

Mailing Address: _____

Telephone/ Fax: _____

Email: _____

Business Registration Profile: _____

Cost proposal (Summary)

Bid amount: _____

HST: _____

Total: _____

Witnessed by

Signing Officer

Signing Officer

Date

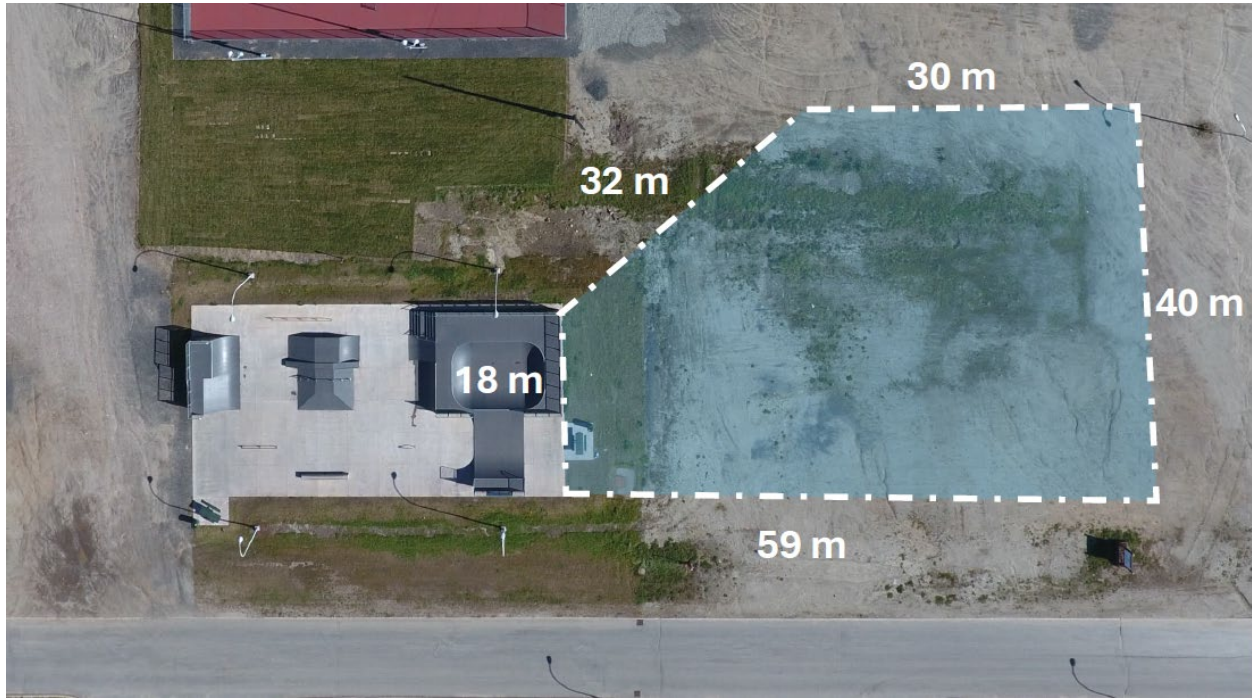
Sealed proposals clearly marked as to contents to be submitted to:
Director of Planning & Development
Town of Labrador City
P.O. Box 280
317 Hudson Drive
Labrador City, NL
A2V 2K5

Closing Date: 3:00 pm local time, Labrador City, February 12, 2025

Bids received after the closing date will not be considered.

Submissions must be in accordance with the instructions disclosed in the 'Request for Proposals' document.

APPENDIX B: SITE LOCATION



APPENDIX C: SITE IMAGES





APPENDIX D: LIGHTING



APPENDIX E: INFRASTRUCTURE

