



Request for Proposals

The Municipality invites your company to provide a proposal to supply:
Consulting Services for a Community Business Stakeholders Partnership, CBN Plan

Date Issued:

Deadline: 4:30 p.m. on March 7, 2025

Proposals must be clearly marked **Consulting Services for a Community Business Stakeholders Partnership, CBN Plan** and be delivered by way of hand delivered, courier mail, fax or email to:

Kerri Abbott, Economic Development and Tourism Officer
Town of Carbonear
256 Water Street
Carbonear, NL A1Y 1C5
kerriabbott@nf.aibn.com
f 709.596.3831 Ext 235

The Municipality assumes no risk or responsibility whatsoever that any fax or email will be received as required herein and shall not be liable to any bidder if for any reason an electronic bid is not properly received.

Questions regarding this Request for Proposal can be emailed to the contact above.

Introduction

The Town of Carbonear is seeking Proposals from qualified companies for the supply of Consulting Services for a Community Business Stakeholders Partnership CBN, Plan.

1. INTERPRETATION

Definitions

- a. Best Value - the value placed upon quality, service, past performance and price.
- b. Municipality - The Town of Carbonear
- c. Municipal Representative - the representative engaged by the Municipality to supervise the work.
- d. Contract - an agreement with specific terms between the Municipality and the successful proponent.
- e. Preferred Proponent - the proponent who submitted the favourable proposal.
- f. Proposal - the proponent's submission to the RFP.
- g. Proponent - the party submitting a Proposal to this RFP.
- h. RFP - Request for Proposal.
- i. Special Conditions - the special conditions, which are included in this RFP.

2. RFP PROCESS

Not a Tender Call

This RFP is not a tender call and the submission of any response does not create a tender process. This RFP is not an invitation for an offer to contract and it is not an Offer to Contract made by the Municipality.

No Obligation to Proceed

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

Late Proposals

Proposals received after the final date and time for receipt of Proposals will be considered as "Late Proposals". Late Proposals will not be accepted and will be returned unopened to the sender.

3. PRE-RFP INFORMATION

Negotiations with Preferred Proponent

The Proponent that submits to the Municipality the most advantageous Proposal and which represents the interests of the Municipality, best overall, may be awarded the contract. The Municipality reserves the right to accept or reject all or part of the RFP; however, the Municipality is not precluded from negotiating with the Successful Proponent to modify its Proposal to best suit the needs of the Municipality.

The Municipality reserves the right to obtain additional information from the Proponents to clarify the information in their submission, conduct interviews to discuss their suitability for the project or proceed to negotiate services, a contract, and details of the RFP with the most qualified company.

If the Municipality selects a Preferred Proponent, the Municipality will enter into negotiations with the Preferred Proponent in an attempt to settle one or more contract(s) necessary to implement the project as generally described in this RFP. If the Municipality considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated with the Preferred Proponent for at least 30 days after selection of the Preferred Proponent, the Municipality is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

The Municipality reserves the right to negotiate specific terms of the contract with the Proponent prior to final award of the contract. The Municipality also reserves the right to negotiate specific terms of contract with the Successful Proponent as the contract progresses.

Rejection of Proposals

The Municipality reserves the right to reject, at the Municipality's sole discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. Is incomplete, obscure, irregular or unrealistic.
- b. Has non-authorized (not initialed) erasures or corrections in the Proposal or any schedule thereto.
- c. Omits or fails to include any one or more items in the Proposal for which price is required by the RFP.
- d. Fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports are completed or not.

Further, a proposal may be rejected based on the Proponents past performance, financial capabilities, completion schedule of compliance with Federal, Provincial and Municipal legislation. As it is the purpose of the Municipality to obtain a Proposal most suitable to the interest of the Municipality and what it wishes to accomplish, the Municipality has the right to waive any irregularity or insufficiency in any Proposal submitted and to accept the Proposal which is deemed to be the Best Value for the Municipality.

Evaluation Criteria

Awards will be made based on the Best Value Offered, and the Best Value will be determined by the Municipality. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses and references will be taken into consideration.

Proposal Evaluation

Evaluation of Proposals will be completed by at least two (2) Municipal Staff including the Municipal Representative for this Proposal.

Confidentiality

The Municipality will endeavor to keep all Proposals confidential. The material contained within the Proposal from the Successful Proponent will be incorporated into a Contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Contract shall not be released if Municipal representatives deem such releases inappropriate, subject to the Freedom of Information and Protection of Privacy Act.

Acceptance of Proposal

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

No act of the Municipality other than a notice in writing signed by the Municipal Representative or Municipal CAO/Clerk shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Municipality.

- a. Proposals must meet all requirements herein to be eligible for consideration. Proposals that are unsigned, incomplete, conditional, illegible, unbalanced, obscure or that contain additions not called for, reservations, erasures, alterations or irregularities of any kind may be rejected as incomplete.
- b. Proposals must contain the Proponent's business or home address and legal status must be disclosed and must be signed by a duly authorized official.
- c. The proposal is irrevocable and open for acceptance for a period of thirty (30) days from the date of closing the RFP.

- d. Proposals will only be considered from reputable firms with proven previous experience on projects involving goods or services of a similar nature, magnitude and complexity to that which will be covered by the contract.
- e. The Municipality reserves the right to accept the RFP in total, or in part, to reject any or all offers, to waive any minor informalities, irregularities or technicalities and to accept an offer deemed most favorable to the Municipality. If the Municipality determines that a Proposal contains false or misleading information, the Municipality is entitled to reject the Proposal at any time as being invalid.
- f. The Municipality shall not be obligated either to accept or reject any non-compliance with the requirements of this RFP.

Negotiation Delay

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

Enquiries

All enquiries related to this RFP are to be directed, in writing, to:

Kerri Abbott, Economic Development and Tourism Officer
Town of Carbonear
256 Water Street
Carbonear, NL A1Y 1C5
kerriabbott@nf.aibn.com
Tel: 709-596-3831 ext. 235

Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Municipality's option.

Final Date and Time for Receipt of Proposal

Proposals must be received by 4:30 p.m. on March 7, 2025

Kerri Abbott, Economic Development and Tourism Officer
Town of Carbonear
256 Water Street
Carbonear, NL A1Y 1C5
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Proposals and their envelopes should be clearly marked with the name and address of the Proponent and the RFP title.

4. PROPOSAL PREPARATION

Changes to Proposal Wording

The Proponent will not change the wording of its Proposal after closing and no words or comments will be added to the Proposal unless requested by the Municipality for purposes of clarification.

Limitation of Damages

The Proponent, by submitting a Proposal, agrees that it will not claim damages, for whatever reason, related to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim of loss of profits if no agreement is made with the Proponent.

Firm Pricing

Proposals must be firm for at least sixty (60) days after the final date. Prices will be firm for the duration of the contract period.

5. GENERAL LIABILITY INSURANCE

Commercial General Liability

The Successful Proponent shall, at their own expense, obtain and keep force during the term of this agreement, Commercial General Liability Insurance satisfactory to the Municipality including the following and underwritten by an insurer licensed to conduct business in the Province of Newfoundland and Labrador.

- A limit of liability of not less than \$ 2,000,000 per occurrence
- The policy shall contain a provision for cross liability in respect of the names insured

Proof of Insurance

The successful Respondent shall provide a certificate(s) of insurance of certified copy(ies) of the above-referred to policies, satisfactory to the Municipality, together with proof of renewal at least ten (10) days prior to expiry.

Workplace Health and Safety Board

The successful Bidder shall provide a copy Letter of Good Standing from WHSCC indicating the successful Bidder's good standing.

6. ADDITIONAL TERMS

Liability for Errors

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

Agreement with Terms

By submitting a Proposal, the Proponent agrees to all terms and conditions within this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, except for adding the information requested.

7. SPECIAL CONDITIONS

- A qualified Proposal is one which meets the needs and specifications of the Municipality and the terms and conditions contained in this RFP. The Preferred Proposal is a qualified Proposal offering the Best Value, as determined by the Municipality.
- The Municipality will determine whether a Proposal is qualified by evaluating all of the Proposals based on, but not limited to, the needs of the Municipality, specifications, terms and conditions and price. The Municipal Representative will examine all Proposals and recommend to Council which Proposal is in the Municipality's best interest.
- The Municipality reserves the right to cancel the RFP at any time.
- The Municipality recognizes that Best Value is the essential part of purchasing and product and/or service and therefore the Municipality may prefer a Proposal with a higher price, if it offers greater value and better serves the Municipality's interests, as determined by the Municipality, over a Proposal with a lower price. The Municipality's decision shall be final.
- The Municipality reserves the right to negotiate with the Preferred Proponent, or any Proponent, on any details including changes to specifications and price. If specifications require significant modifications, all Proponents shall have the opportunity to adjust their Proposals or re-submit altogether, as determined by the Municipality Representative.
- All goods, services and workmanship must conform to all laws and standards for use in Canada and the Province of Newfoundland and Labrador.

- The Successful Proponent, herein named the Contractor, shall guarantee that their Proposal will meet the needs of the Municipality and that any or all items supplied and/or services rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be paid solely by the Contractor.
- Where only one (1) Proposal is received, the Municipality reserves the right not to make public the amount of the Proposal. The amount of the Proposal will be made public if a Contract is awarded.
- The Municipality reserves the right to accept or reject a Proposal, where only one (1) Proposal is received.
- The Municipality reserves the right to cancel the contract for goods and/or services as outlined in this RFP, at any time, by providing thirty (30) days written notice to the successful proponent.

APPENDIX A

Community Background

Carbonear is centrally located on the Avalon Peninsula about 100 km from St. John's, the capital of Newfoundland and Labrador. About 50% of the population of Newfoundland and Labrador live on the Avalon, and Carbonear is easily accessible by highway to all parts of the region and all parts of the province. Carbonear is connected to the Trans Canada Highway by Veterans' Memorial Highway (Route 75) a distance of about 40km. It is connected to the Trans Canada Highway by Route 70, which follows the shoreline through communities such as Harbour Grace, Spaniards Bay, Bay Roberts, and Clarke's Beach.

Carbonear's 2016 population is approximately 4858. The 2011 Census population for Carbonear was 4,739, this represents an increase of 2.5%. Over the same period, the entire province experienced a population increase of 1.0% since 2006 (514,716 in 2016, up from 5145,535).

Today, the Town of Carbonear is a business centre for the Baccalieu Trail. It has two main shopping areas: the West End Commercial Area and the Heritage Waterfront District area. These areas of the town offer an extensive array of services and amenities including an indoor mall, department stores, grocery stores, banks, automobile service centres and dealerships, specialty shops, pharmacies, hardware stores, motels and B&Bs, restaurants, professional and government offices, medical clinics, and a post office. In addition, the Town has a general hospital with a 230-bed long term care facility.

The Town of Carbonear's physical infrastructure and services make it a highly favourable place in which to reside and operate a business. The Town offers services that include: Garbage collection and Recycling, Water Services, Sewage Disposal, Fire Protection, Police Protection, Street Lights, Town Road Maintenance, Snow Clearing in Winter, Summer and Winter Recreational Programs, Park and Recreational Facility Maintenance, Concerts and Celebrations.

Project Requirements

The Town of Carbonear is inviting Proposals for the procurement of a qualified Consultant to undertake the completion of a Community Business Stakeholders Partnership for the CBN area that will allow the Municipality in partnership with partner municipalities to engage both business and community stakeholders in the Conception Bay North. The purpose of this engagement will be to identify processes and/or institutional structures that will enhance the capacity of businesses and communities in the region to communicate, collaborate, and more effectively pursue shared development opportunities.

Firms with an interest in this project must follow the details contained in this document when responding to this Request.

The information provided in this document is intended to provide a general overview of the work required.

Introduction

The Town of Carbonear has been actively engaging businesses and stakeholders through the years to identify and promote an association or professional organization creation for the business community. CBDC Trinity Conception, a community partner, has engaged in the process for the last 10 years with varied success.

Through our consultation with our business community, we have repeatedly received feedback expressing the need/desire for a board of trade/volunteer business association. These type of associations provide resources and networking opportunities, which are beneficial to both the business community as well as the larger community. The association serves as a bridge between businesses and their environment, creating an environment rich with collaboration and mutual support.

As a destination within an hour drive from partner communities to the capital city, St. John's, relying on collaboration and mutual support is a key success for attracting visitors and development to the community and region. Working together to offer unique, memorable experiences, especially in the tourism industry is an accepted idea but few examples of tangible experiences are evident.

Equally important, the creation of a collective voice for businesses, while advocating for common interests and addressing the challenges they are facing are essential motivators for taking this step with full collaboration and engagement from the business community.

Three phases have been identified for the engagement of the business and stakeholder community. Within these three phases, needs assessment, identification of workable models, as well as presentations from representatives of the identified models will be included.

The Municipality is seeking an innovative and 'boots on the ground' approach to engaging businesses and stakeholders for feedback on interest and effective collaboration and pursuit of shared development opportunities. The report completed will also be utilized to inform future economic development initiatives and partnerships both in the Town of Carbonear and regionally.

The outcome and results must supply a clear action plan to guide and direct the Municipality in the development and sustainability of future economic development partnerships and initiatives.

Scope of Work

The purpose of this RFP is to solicit written submissions from a single consulting firm, or a team of firms, technically qualified to complete the work required, as outlined.

The Town of Carbonear will hire a consultant to engage both business and community stakeholders in the Conception Bay North region. The purpose of this engagement will be to identify preferred processes and/or institutional structures that will enhance the capacity of businesses and communities in the region to communicate, collaborate, and more effectively pursue shared development opportunities.

To accomplish this goal, the two municipalities propose a series of sessions in three phases:

Phase I will involve three “Scoping Sessions” in various regional hubs (for example, Carbonear; Harbour Grace; and Bay Roberts-Spaniards Bay). In these sessions, the consultant will conduct a needs assessment and identify possible opportunities for further collaboration. The results of these sessions will inform the planning of the next phase. For those who can’t attend a session but wish to participate, a short, targeted survey will be provided to collect feedback.

In **Phase II**, over two sessions, the consultant will highlight workable models based on the needs identified and researched in Phase I (e.g., chamber of commerce, regional development association, etc.), with support from guest presenters who have working experience with such models (e.g., CBS Chamber of Commerce, Codroy Valley Regional Development Association, etc.). These sessions will also include participants working through in practical terms how the proposed model might work in the region (i.e., “what would that look like here?”)

The project will conclude in **Phase III** with a final “working” session led by the consultant. This session will identify a “best fit” model for the region, those who could champion and lead such an initiative, and the next steps required to achieve success. The consultant will provide a summary report based on the processes through each phase and outline the next steps identified in the final session.

PROJECT TIMELINE:

MILESTONE	PROPOSED TIMELINE
Phase I: “Scoping Sessions” (3 sessions + targeted survey)	Mid April – mid-May 2025
Phase II: “Surveying Structural Examples” (2 sessions)	May 2025
Phase III: “Working Session” (1 session)	June/July 2025

Overall Project Objectives

- Assess the needs of businesses and stakeholders based on feedback and current economic and infrastructure conditions
- Provide information on emerging and future societal trends that may affect the businesses and stakeholders
- Identify a comprehensive communication process to actively seek and obtain input from a wide variety of businesses and stakeholders. The process must solicit input without raising unrealistic expectations
- Identify a “best fit” structural model to strengthen communication and collaboration among community and business stakeholders in the Conception Bay North region; earmark those who could champion and lead such an initiative; and outline the next steps required to achieve success.
- Produce a final report which summarizes key findings of the three processes and proposes next steps for the region to achieve success with the identified “best fit” structural model.
- Promote collaboration and support within the business and stakeholder community
- Enhance communication between business/stakeholder community with municipality and general public

Terms of Reference

These Terms of Reference serve as a guide to the **Community Business Stakeholders Partnership, CBN** . A report with recommendations as outlined, shall be prepared for submission, in accordance with the following criteria:

- a. Detailed and specific recommendations that can be acted upon by the Municipality. The report is to be in a form that is user-friendly and easily understood, yet technical enough for implementation.
- b. Meeting minutes after each meeting with staff and any other parties, will be the responsibility of the Preferred Proponent, all to be submitted to the Municipality for review and approval within one (1) week of the meeting date.
- c. Final submission of reports/drawings.
- d. All reports are to be prepared in Microsoft Word and/or Excel. Ownership of both hard copies and digital copies must be transferred to the Municipality upon completion of the project. Metric units are to be used.
- e. Record drawings and/or Final Reports must be submitted to the Municipality within three (3) months of project completion.
- f. Detailed breakdown of quantities and cost estimates for Municipal budget purposes and construction estimates (if required).

- g. Existing planning and engineering documents and studies are to be used as a source of background information, where available.

Financial Implications

The agreement between the Municipality and the Preferred Proponent shall specify the project cost for the **Community Business Stakeholders Partnership, CBN**. Further to this, please note the following:

- a. The cost of advertising and room rentals required for meeting open to the public in the context of the public consultation process and the Municipality's consultation process will be paid by the Municipality. The Municipality will be responsible for the preparation and placing of all advertising and notices and renting appropriate facilities.
- b. The cost of any presentation support materials, exhibits and project products will be the responsibility of the Preferred Proponent.
- c. The Proposal must outline all costs associated with supplying the identified services.

Proposal Cost and Man-Hour Estimate

The bid shall outline the overall project cost breakdown and include the following:

- a. Cost breakdown and fee schedule of per diem or hourly rates for the Bidder and any sub-contractor(s) of the project team (see Appendix C | Fee Schedule and Cost Breakdown).
- b. A detailed time and cost breakdown of workload, i.e. by staff and man-hours.
- c. Disbursement costs, which may include mileage, telephone charges, printing and reproductions, fax charges, courier services, computer services, etc.
- d. Compliance with the Municipality's insurance requirements.
- e. A summary of professional fees and disbursements, as outlined in Appendix B | Summary of Professional Fees and Disbursements.
- f. The Bidder shall note that the Municipality will consider the estimated total professional service fees for this project as an upset limit based on the work, unless prior written approval has been obtained.
- g. Payments may be remitted on a monthly basis, if required, upon prior arrangement with the Municipality. All documentation and approval from the Municipality must be included within. Payment shall not occur if such documentation is not submitted. The Bidder must submit a detailed Project Fee Summary. Payments will be issued based on the percent complete for each task, upon request to the Municipality.

- h. Bidders shall indicate any “value-added” services/items that would be included or available to the Municipality with respect to the bid should their firm be awarded this RFP and that would not be at any additional cost to the Municipality.

APPENDIX B | Summary of Professional Fees and Disbursements

Project: _____

Professional Firm: _____

Professional Liability Insurance: \$ _____ Expiry Date: _____

Comprehensive Liability Insurance: \$ _____ Expiry Date: _____

Automotive Insurance: \$ _____ Expiry Date: _____

Proposal Element 1: Collection of Relevant Information from Stakeholders

- 1. Consulting \$ _____
- 2. Disbursements \$ _____
- 3. General Payroll Burden _____ %
- TOTAL \$ _____

Proposal Element 2: Field Work and Visual Inspection

- 1. Engineering \$ _____
- 2. Disbursements \$ _____
- 3. General Payroll Burden _____ %
- TOTAL \$ _____

Proposal Element 3: Analyze Data and Prepare Detailed Reports

- 1. Engineering \$ _____
- 2. Disbursements \$ _____
- 3. General Payroll Burden _____ %
- TOTAL \$ _____

TOTAL PROJECT COST \$ _____
(price exclusive of hst)

APPENDIX C | Fee Schedule and Cost Breakdown (example)

Project: _____

Name of Bidder: _____

Activity	Labour						Costs								Total	Total Phase
	Staff					Total Hours	Sub-Consultant	Equipment	Inspection	Other	Disbursement					
	Fee/Hour										Computer	Mileage	Report	Other		

APPENDIX D | Evaluation Criteria

For the purposes of evaluation, the criteria outline will be utilized to score each Bidder's Proposal.

Category	Description	Points
Experience, qualifications, Project Management	The Municipality will consider the Bidder's demonstrated experience on similar engagements, key personnel and references, where applicable. Bidders should include features of their service that give them a competitive advantage and include the level of staff certification.	30
Financial	The total proposed pricing shall be inclusive, including but not limited to, mile, disbursements, travel time and all works as described within this RFP document. HST must be shown separately, where applicable.	30
Quality and Completeness	The Municipality will consider the Proposal's completeness, the presentation and ease of understanding will be evaluated. The ability to directly tie the Proposal back to the RFP's requirements will be ranked more favourably.	15
Work Plan and Timelines	The Proposal should include information that illustrates an understanding of the Municipality's requirements and services. The Municipality will consider the general approach and methodology that the Bidder will take in performing the services. The Proposal information should include how the Bidder will complete the scope of services, manage the services and accomplish the required objectives with the Municipality's schedule as well as include a description of the standards to be met and evaluated in the deliverable. Bidders shall provide a schedule of activities and associated costs over the proposed project period.	25

APPENDIX E | Schedule

The following key dates listed below are targets moving forward.

ACTION	Date (approximate)
RFP Closing Date	Friday, March 7, 2025
Staff Report to Council and Award of RFO	Tuesday, March 11, 2025
Project Start-Up	Thursday, April 3, 2025
50% Completion – submission to Municipal Staff	Friday May 30, 2025
100% Completion – submission to Municipal Staff	Friday July 4, 2025