



New Glasgow

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REQUEST FOR PROPOSALS

East River Pedway Feasibility Study

Town of New Glasgow
New Glasgow, Nova Scotia
RFP #20221021RFP

Issued: November 21, 2022
Closing: December 16, 2022

Project Manager:
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Town of New Glasgow
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1. Invitation & Project Details

1.1 Background

New Glasgow is a beautiful riverside town of 9,471 residents, located in Northern Nova Scotia, which serves as the commercial-service centre for the region of Pictou County with a population of 43,657. The Town's key strategies are investment in infrastructure, commercial development, environmental stewardship, downtown revitalization, cultural diversity, strategic partnerships and regional cooperation, health and safety, the creative economy, and healthy lifestyles. These combined with strong core services and enhanced communications set the stage for commercial, environmental, tourism, heritage and social sustainability, and growth for New Glasgow.

The Town of New Glasgow is committed to achieving its vision of a community where active transportation is the easy choice for people of all ages and abilities. The Planning for Active Transportation Trail Feasibility Study (2019) identified looping (i.e., circular connections, rather than one straight line) as something that would improve the trail system for active transportation. A pedway to connect the Samson and Pioneer Trails near the existing Cape Breton & Central Nova Scotia (CBNS) train bridge was identified in the same study as something that would help encourage people to switch modes and walk or cycle to their destination instead of driving.

Currently there is only one place for people who use active transportation to cross the East River in New Glasgow. The proposed pedway will create a second route option and will allow people using active transportation to cross to/from the east/west sides of New Glasgow 1.7km sooner, cutting approximately 3.5kms from their routes, which is approximately 42 minutes of travel time walking. A Pedway would also provide a more direct connection between East River Road and the Westville Road Business Corridor.

South of the George Street Bridge, the only opportunity to travel to the east side of New Glasgow from the Samson Trail is along the Albion Trail to Bridge Avenue in Stellarton and then through Blue Acres in the Municipality of Pictou County. This route is not adequate for active transportation as there are no sidewalks to connect Bridge Avenue and East River Road through Blue Acres. This route is undesirable as a loop option as it is 5km long, approximately 60 minutes of travel time walking.

The proposed Pedway would serve Ward One and Ward Three Residents directly, though all residents and visitors using active transportation could benefit from the connection. It would shorten active transportation trips from the east and west sides of New Glasgow by 3.5km to 5km (42 mins – 60 mins of travel time walking), making active transportation an easier choice for people in New Glasgow.

The implementation of the East River Pedway Feasibility Study is an action item in the Town of New Glasgow's Active Transportation Plan (2022).

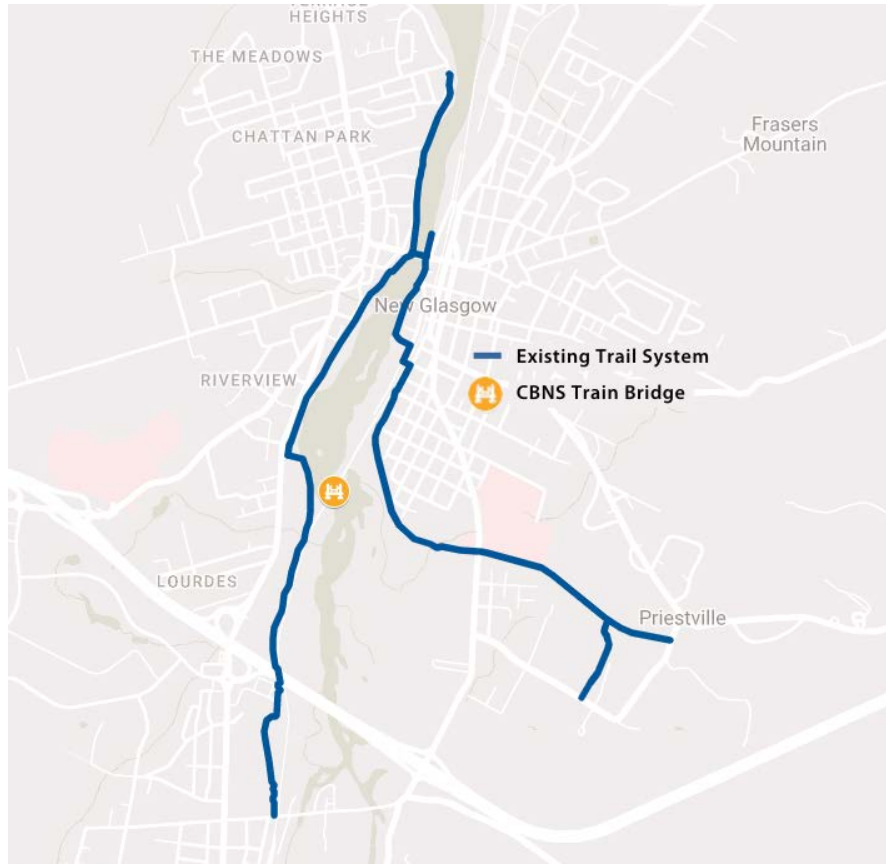
1.2 Invitation

In accordance with the rules, regulations, and guidelines of the Province of Nova Scotia and applicable Town Policies and By-Laws, the Town of New Glasgow is soliciting proposals from experienced and qualified consultants (Consultants).

The Consultants must have experience with the design and engineering of pedestrian bridges or pedways. The proposal must demonstrate a thorough understanding and complete response to the specific requirements of this project as set out in the Request for Proposals.

1.3 Scope of Work

The Consultants shall complete the concept design for two options for a pedestrian crossing that connects the Samson and Pioneer Trails across the East River. One option will include the existing CBNS train bridge.



1.3.1 Meetings

The Consultants shall allow for the following meetings:

- Project kick-off meeting with representatives from the Town of New Glasgow within 10 business days of the contract being awarded to confirm the scope of work, project timeline, project team and other relevant information.
- Bi-weekly check in meetings with representatives from the Town of New Glasgow as required.
- Presentation of draft concept design and capital construction estimate to representatives from the Town of New Glasgow and stakeholders.
- Presentation of final concept design and capital construction estimate to New Glasgow Town Council.

1.3.2 Project Timeline

The completion date will be determined by the successful Consultants and the Town of New Glasgow. The consultants shall provide a detailed project timeline.

1.3.3 Research Services

The Consultants shall provide research services including reviewing background information provided by stakeholders and examples of pedestrian bridge best practices from other regions.

1.3.4 Stakeholder Engagement

The Consultants shall direct stakeholder engagement with private landowners (Genesee & Wyoming, Town of Stellarton, etc.) in the vicinity of the project location and representatives from the Town of New Glasgow. The Consultants will take the lead on engaging and communicating with stakeholders.

1.3.5 Progress Reports

The Consultants shall provide a final project report.

1.3.6 Concept Design

The Consultants shall develop one preliminary design option of the proposed pedway including renderings that illustrate how the pedway would connect to the existing trail system.

1.3.7 Capital Construction Estimate

The Consultants will include estimated design and capital construction costs for the concept design.

1.4 Project Costs

A project budget and corresponding level of effort for the consulting services required shall not exceed \$50,000 excluding HST.

2. Instructions for Proponents

2.1 Proposal Submission

Proposals may be mailed or emailed (PDF format or delivered in a sealed envelope to the Town of New Glasgow - Town Hall). The Town will advise proponents of the receipt of their submission. Proposals must be received by 4:00pm AST on Friday, December 16, 2022. Late submissions will not be accepted and will be returned to the Proponent.

Veronica Deno, Active Living Manager
Town of New Glasgow
111 Provost Street
New Glasgow, NS B2H5E1
Email: veronica.deno@newglasgow.ca

2.2 Inquiries

All enquiries related to this Proposal are to be directed, in writing by email, no later than Friday, December 16, 2022, at 12:00pm, to the following person who is hereby designated as the Town Representative:

Veronica Deno, Active Living Manager
Town of New Glasgow
Email: veronica.deno@newglasgow.ca

Information about this RFP or any matter pertaining to the services that is obtained from any source other than the Town Representative is not official and should not be relied upon. Enquiries that are directed to the Town Representative and responses will be recorded and may be distributed to all Proponents at the discretion of the Town.

2.3 Proposal Structure and Content Requirements

The proposal should be structured with the following sections. It is the Proponent's responsibility to effectively communicate proposal requirements. Proponents to use their own format following the criteria below.

2.3.1 Letter of Commitment and Understanding of the Project

- a. A general statement of commitment to undertake the project as described in the RFP.
- b. A general statement of specialization and expertise.
- c. Demonstrate understanding of scope and intent of the project.

2.3.2 Proponent Profile & Qualifications

- a. Brief history of your company in Nova Scotia, including relevant municipal, commercial, or institutional projects.
- b. General profile of the company including ownership and relevant affiliation.
- c. Company size and employees operating locally (Nova Scotia).
- d. Contact information.

2.3.3 Methods to Address the Scope of Work

- a. Provide a comprehensive description of the methodology required to complete the scope of work as described in section 1.3 of the RFP. Include clearly defined roles and responsibilities for consultants and stakeholders.

2.3.4 Project Timeline

- a. Attach a draft project timeline for consideration and discussion.

2.3.5 Project Cost

- a. Provide the firm total project cost that includes all billable rates, fees and disbursements assigned to this project.

2.3.6 References

- a. Provide three (3) project references of a size, scope, and nature similar to that contemplated by the Town, which you have completed.
- b. Demonstrate the success of the project references, in terms of timelines, project solutions and project risks.

3. Evaluation Process

3.1 Evaluation Committee

The Town will form an evaluation committee to review all eligible proposals. The Town has the power to make any decision, or to exercise any contractual right or remedy, contemplated in this RFP at its own discretion.

Proposals will be evaluated against the mandatory criteria. Proposals that meet all the mandatory criteria will then be assessed and scored against the desirable criteria. It is the Town's intention to select the Consultants who have the highest overall ranking. Proposals that fail to meet the mandatory criteria will be rejected. Proposals received after the closing time shall not be considered and returned to the proponent unopened.

The Town of New Glasgow may engage a third-party consultant in the evaluation and review process.

By responding to the RFP, proponents will be deemed to have accepted the terms and conditions herein and acknowledge the decision of the Evaluation Committee will be final and binding.

3.2 General

The objective of the evaluation process is to identify the Proposal(s) that most effectively meet the requirements set out in the RFP to provide the best overall value to the Town.

The evaluation process is as follows:

1. Review of Mandatory Requirements
2. Evaluation of Proposal Structure and Content Requirements
3. If necessary, further evaluations of short-listed proponents through a meeting.

Proponents will be scored based on how well their proposal meets the criteria specified. The table below outlines the weight of each section.

Evaluation Criteria	Weighted Percentage (%)
Letter of Commitment and Understanding of the Project	10
Proponent Profile & Qualifications	20
Methods to Address the Scope of Work	25
Project Timeline	20
Project Cost	15
References	10
<i>Total</i>	<i>100</i>

3.3 Notice

The Town shall notify the successful Proponent that they have been selected to enter discussions to finalize the costs and agreement.

3.4 Proposals

All compliant proposals submitted shall become the property of the Town and will not be returned.

All correspondence, documentations, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proponent’s submission to this RFP.

If a portion of a Proponent’s Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4. Request for Proposal Terms

4.1 No Obligation to Proceed

Though at this time the Town fully intends to proceed through the RFP and select a Proponent, the Town is under no obligation to proceed to the contract or any other phase. The receipt of submissions by proponents, or on their behalf, shall not impose any obligations on the Town. There is no guarantee that the process initiated by the issuance of this RFP will continue, or the process will result in a contract with the Town.

4.2 Town’s Right to Accept or Reject Proposal

The Town reserves the right in its absolute discretion to: accept the Proposal which it deems most advantageous and favourable in the interests of the Town of New Glasgow; and waive informalities in, or reject any or all Proposals, in each case without giving any notice. In no event will the Town be responsible for the costs of preparation or submission of a Proposal.

If there is only one compliant Proposal received by the Closing Time, the Town reserves the right to accept the Proposal or cancel the Proposal process with no further consideration for the sole Proposal. This includes the right to cancel this RFP at any time prior to entering into the Contract with the Proponent. The Town reserves the right to cancel this RFP at any time before execution of the Contract

without being obligated to any Proponent regardless of whether there is one or more compliant Proposals.

Proposals that contain qualifying conditions or otherwise fail to conform to these Instructions to Proponents may be disqualified or rejected by the Town in its absolute discretion. The Town may at its sole discretion reject Proposals which are non-conforming including Proposals that do not conform because they do not contain the content or form required by these Instructions to Proponents or because they have not complied with the process for submission set out herein.

4.3 No Claim for Compensation

Except as expressly and specifically permitted in these Instructions to Proponents, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposals, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

4.4 Ownership of Proposal and Freedom of Information

By submitting a Proposal, the Proponent agrees the Town has the right to copy the Proposal Documents. Proposals will be held in confidence by the Town, subject to the provisions of the Freedom of Information and Protection of Privacy Act and any requirement for disclosure of all or a part of a Proposal under that Act. The requirement for confidentiality shall not apply to any Proposal that is incorporated into the Contract for the supply of the Services.

4.5 Insurance

Proponents are to carry and keep in force Public Liability Insurance, in a form equivalent in terms of coverage to the industry standard Commercial General Liability, for all services provided to and on behalf of the Town. The amount of coverage shall be not less than five Million dollars (\$5,000,000) per occurrence and to indemnify and save harmless the Town in the event of any damages, suits or actions as a result of damages, injuries or accident done to or caused by them, or their employees or relating to the prosecution of the works or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them or their employees, and by these conditions, and covenants and agrees to hold the Town harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than five million dollars (\$5,000,000) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town will be furnished. Such insurance shall have the Town as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the Town.

To carry and keep in force Professional Liability Insurance in an amount not less than \$5,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured retention / deductible shall not exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. The policy shall be underwritten by a company licensed to conduct business in the Province of Nova Scotia and be acceptable to the Town. The policy shall be renewed for 3 years after

contract termination. A certificate of insurance evidencing renewal will be provided for each and every year. The Town has the right to request that an extended reporting endorsement be purchased by the submitter at the submitter's sole expense.

4.6 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the Town of New Glasgow or their immediate families which might in any way be seen (in the Town's sole and unfettered discretion) to create a conflict.

4.7 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the Town through the delivery of a Proposal in the prescribed manner) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not they or that other person should or should not submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in the Proposal's disqualification.

4.8 Confidentiality

Confidential information about the Town obtained by Proponents must not be disclosed unless authorized to do so, in writing, by the Town of New Glasgow. The Proponent agrees that their obligation of confidentiality will survive the termination of any Contract awarded under this Proposal process.

4.9 This Request for Proposals is not an Invitation to Tender

There is no obligation for Proponents to enter into a Contract and no Contract is created, intended, or implied by this RFP. This RFP cannot be considered Contract 'A' as defined in Canadian common law. Neither the issuance of the RFP nor the submission and receipt of a Proposal constitute a final or any contract between the Town of New Glasgow and any Proponent. Neither the issuance of this RFP nor the receipt of a Proposal in any way binds the Town to proceed with any project, enter into a Contract or obtain any services from any Proponent. No contractual relationship of any kind exists between the Town and any Proponent. No contractual relationship of any kind exists between the Town and any Proponent unless and until a binding agreement has been executed between a Proponent and the Town of New Glasgow. This RFP is not a tender.

All Proposals are irrevocable until such time as a Contract is executed by the Town and a Proponent. A Proponent wishing to revoke its Proposal must put a request in writing to the Town Representative. Any such written request must be signed by the same authorized signatory as in the Proponent's original Proposal.

If a Proposal is selected, it is anticipated that the Town will enter negotiations with the Proponent for the execution of a Contract.

If the Town and a Proponent are unable to successfully negotiate and execute a Contract, the Town of New Glasgow may negotiate and enter a Contract with any other Proponent.

4.10 Irregularities and Informalities

The Town reserves the right, at its sole discretion to waive irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the Town to do so.

4.11 Discrepancies or Omissions

Proponents finding discrepancies or omissions in the Specifications or other documents or having any doubts on the meaning or intent of any part thereof should immediately request, in writing, clarification from the Town Representative who will send written instructions or explanations to all parties having a set of the Proposal Documents in accordance with section 2.3 and 2.4. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors, or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

4.12 Modification of Terms/Addenda

The Town reserves the right to modify the terms of this RFP at any time before or after the Closing Time in its sole discretion. Prior to the Closing Time, written Addenda are the only means of amending or clarifying any of the information contained in the information package. The Town may amend or clarify the information package by issuing an Addendum. No employee or agent of the Town is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The Town makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents. It is the Proponent's responsibility to make any necessary adjustments to timelines and schedules affected by an addendum.

4.13 Liability for Errors

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

4.14 No Publicity or Promotion

Vendors shall not make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any agreement awarded under this RFP, without the prior written approval from the Town. The Proponent agrees to be bound by this provision regardless of if its Proposal is accepted or rejected.

4.15 Non-Disclosure Agreement

The Town reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to the Town.

4.16 Permits, Licenses, and Approvals

Proponents shall obtain all permits, licenses, and approvals required in connection with the supply of the services pursuant to this RFP. The costs of obtaining permits, licenses, and approvals shall be the responsibility of and shall be paid for by the Proponent.

4.17 Intellectual Property

The Vendor should not use any intellectual property of the Town, including but not limited to all logos, registered trademarks, or trade names of the Town, at any time without the prior written approval of the Town as appropriate.

All deliverables, documentation, services, and intellectual property rights of any kind derived and/or developed pursuant to this RFP are to remain the exclusive property of the Town.

Requests to present data or publish or present papers derived from work pursuant to this RFP in any type of publications, journals, or professional conferences must be made to the Town and prior approval must be obtained in writing from the Town.

4.18 Assignment

The Vendor shall not assign any of its rights or obligations hereunder during the RFP process without the prior written consent of the Town. Any act in derogation of the foregoing shall be null and void.

4.19 Governing Law

The laws of Nova Scotia and Canada shall govern the RFP, the Proponent's Proposal, and the resulting Agreement.

4.20 No Liability

The Town shall not be liable to any Proponent, person or entity for any losses, expenses, costs, claims, or damages of any kind.

- a) arising out of or by reasons of or attributable to the Vendor responding to this RFP; or
- b) as a result of the use of any information, error or omission contained in this RFP document, provided during the RFP process or during the term of the Agreement; or
- c) which may occur between quantities of work actually done or supplied and the estimated quantities set out in this RFP.