



## **REQUEST FOR PROPOSALS**

### **Road to Revitalization Project**

#### **Downtown Revitalization and Waterfront Master Plan**

**Official bid closing date/time:  
Friday, September 1, 2017, 12:00 Noon (LOCAL TIME)  
(Revised to reflect dates listed in sections 5 and 7)**

**Sealed proposals, clearly marked as to contents are to be delivered to:**

**Nicky Kunkel, Clerk-Administrator  
Village of Burk's Falls  
172 Ontario Street  
Box 160  
Burk's Falls ON P0A 1C0**

**IMPORTANT NOTE:**

This Project is pending funding approval through the Northern Ontario Heritage Fund Corporation. **August 2017**

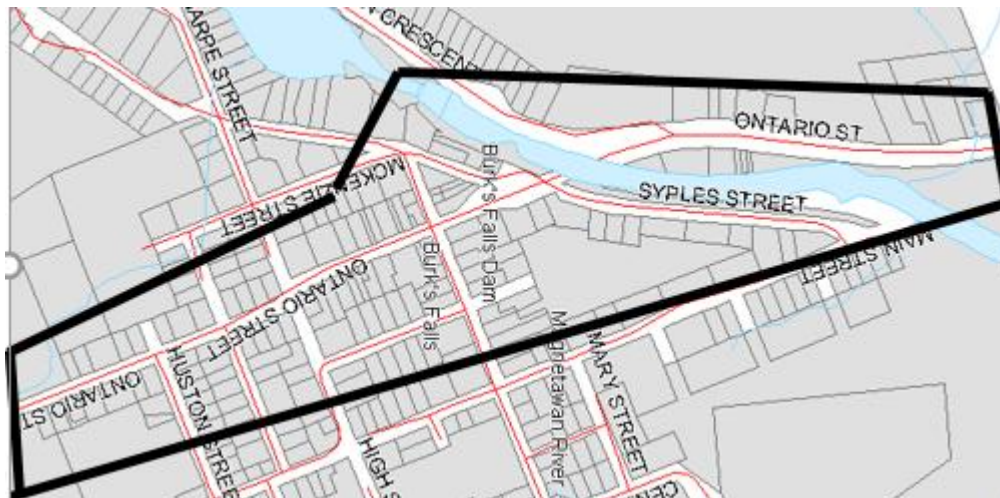
## 1.0 Background

The Village of Burk's Falls (The VOBF or the Village), with support from Armour Township, Ryerson Township and the Burk's Falls & Area Community Economic Development Committee (BACED), is undertaking the Road to Revitalization (R2R) Project which involves seeking a professional consultant to develop a Downtown Revitalization and Waterfront Master Plan (DRWMP).

The VOBF has, through partnerships with senior levels of government, invested significant amounts of resources to undertake several major infrastructure partnerships over the last several years. Examples of these projects include the 2017 Armstrong Bridge Revitalization and the 2016 Yonge St. Bridge replacement. In 2018, The VOBF will be undertaking an Ontario Street Rehabilitation Project which will replace the aged watermains as well as the roads and sidewalks that currently exist. With these projects in mind, the VOBF recognizes the opportunity to undertake complimentary projects aimed at further improving the experience within the downtown and waterfront areas.

The DRWMP will serve as a comprehensive Community Improvement Plan (CIP) that will contain both non-financial and financial components (as described in section 3) to direct the revitalization of the primary business section of Burk's Falls, ensuring to include the municipally owned waterfront area, as recommended in the 2013 BACED Economic Development Plan.

The Study Area is for Ontario Street and connecting links to Waterfront/Government Docks



## 2.0 Project Goals:

The vision of the Burk's Falls Village Council is to showcase a connected downtown and waterfront experience that creates and renews a sense of community pride for all rate payers and stakeholders within the three municipalities. The DRWMP will serve as the road map to achieving this vision and will guide the improvement of the amenities, aesthetics and overall attractiveness of the community to encourage additional traffic, longer tourism stays and to

promote future business development. To achieve this vision, the Village has defined the following objectives:

1. To create a comprehensive CIP for the VOBF that leverages municipal and private sector support for the improvement and modernization of the Ontario St. Downtown Core in Burk's Falls.
2. To create a waterfront improvement plan focused on enhancing the use of the municipally owned property as to further compliment the connected downtown experience.
3. To brand and highlight the connection between the downtown core and waterfront by implementing creative and unique visual and functional elements.
4. To improve investment attractiveness and promote vacant storefronts and investment property opportunities.

### 3.0 Scope of Work

The following scope of work outlines the minimum components that the municipalities believe to be required to meet the goals listed above and MUST be included in all proposals. Additional components or inclusions may be recommended by proponents so long as they fit within the project budget listed in section 8.2. The Final Report will include detail design guidelines, an implementation timeline with assigned responsibilities and detailed costs of any municipal expenditures outlined from the recommendations.

The scope of work will be broken down in to three components for clarification purposes:

#### 3.1 Community Improvement Plan - Downtown

The Final Report shall include a Community Improvement Plan based on the street/landscape design recommendations from the public consultations. The Community Improvement Plan will detail:

- a. Options for both interior and exterior façade improvements;
- b. Options for community gateway signage; and
- c. A review of municipally driven incentives including cash and tax based incentives, including commonly used terms and conditions.

#### 3.2 Waterfront Detail Design

- a) A complete plan for the improvement of the waterfront area that promotes increased accessibility, improved parking availability and functional spaces. Must include appropriate engineer drawings and associated documents; and
- b) On overview of potential spaces for public / private partnerships for business opportunities (Ex: the creation of a space for recreational equipment rental / purchase).

#### 3.3 Downtown Revitalization and Waterfront Improvement Master Plan

The Master Plan will incorporate 3.1 and 3.2 and the results below to create a plan that will meet all of Council's objectives outlined:

##### *3.3.A. Create a Unified Brand for the Downtown and the Waterfront*

The Consultant will hold public consultations in both focused interviews and a broader public meeting to develop a minimum of three design options for the study area that includes façade guidelines and street/landscape options and estimated costs. These options will be presented to Council for a final design decision. For decision making these design options must be presented with comprehensive visuals tools and appropriate written explanations.

#### 3.3.B. *Preferred Design*

Council will consider all input and determine the preferred design. The Final Report shall be submitted outlining the final detailed design guidelines, costs and implementation plan.

## 4.0 General Expectations

The VOFB is committed to ensuring a fair and open process throughout the proposal evaluation and selection process. Further, The VOFB will ensure a fair and equitable environment throughout the project implementation. To protect the interests of both parties, the Proponent agrees to adhere to the following provisions:

### 4.1 Proposal Documents

The individual or firm submitting a proposal shall verify that these documents are complete and assume the responsibility to notify the Village of any discrepancies. The Village will issue any changes/additions/deletions to specifications and/or terms and conditions. Any and all addenda issued by the Village shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. Where a Respondent finds discrepancies or omissions in the documents or instructions, or otherwise requires any clarification, the Respondent should contact the Village in writing by fax or e-mail as listed below as soon as possible.

Proposals and pricing shall be valid for a period of 60 days from the submission requirement date.

### 4.2 COMMUNICATIONS

Questions related to this Proposal's specifications or the intent of the proposed work and requirements are to be directed to the Clerk by 12:00 pm, Wednesday, August 16, 2017

All communications must reference "RFP R2R" in the subject line.

Clerk, Village of Burk's Falls  
172 Ontario Street  
Fax: 705-382-2273  
Email: clerk@burksfalls.ca

Note that no oral explanation or interpretation shall modify any of the requirements or provisions of these RFP Documents.

Where the Village deems that an explanation or interpretation is necessary or desirable prior to the deadline, an addendum may be issued, in writing, on the Village's website for downloading by all bidders. It is the bidder's sole responsibility to check for addenda issued.

Acknowledgement of Addenda is a mandatory requirement. Failure to acknowledge addenda

will result in your Proposal being deemed non-compliant and not eligible for award.

#### 4.3 Incurred Costs

The Village shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any proponent(s) prior to or subsequent to or by reason of the acceptance or non-acceptance or delay related to this proposal.

#### 4.4 Errors and Omissions

The Village shall not be held liable for any errors or omission in any part of this RFP. The information in this RFP has been provided solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Village nor is it necessarily comprehensive or exhaustive. Proponents are to form their own opinions and conclusions with respect to the matters addressed in the Request for Proposal.

#### 4.5 Agreement with Terms

By submitting a proposal the Proponent agrees to all the terms and conditions of this RFP. Any electronic documents received cannot be altered with the exception of adding the information requested. To do otherwise would invalidate the proposal.

#### 4.6 Acceptance or Rejection of Proposals

The Village reserves the right to reject any or all proposals, and to waive formalities as the interests of the Village may require without stating reasons therefore. Notwithstanding and without restricting the generality of this statement, the Village shall not be required to award or accept a proposal or recall the proposal later:

- 5.6.1 when only one proposal is submitted
- 5.6.2 Where the lowest responsive and responsible submission exceeds the estimated cost of the goods/service
- 5.6.3 When all proposals received fail to comply with the proposal terms and conditions
- 5.6.4 Where a change in scope of work or specifications is required
- 5.6.5 Where the proposal is not in the best interest of the Village

#### 4.7 Notice of Award

Village staff will open and evaluate each bid opportunity submission in accordance with mandatory requirements and evaluation criteria. Evaluation criteria when not listed separately will be respondents statement of understanding of area and project, methodology, experience with similar projects and pricing.

Council reserves the right to interview any, all or none of the respondents that submit a proposal to provide additional insight as to the respondent's ability to meet the requirements of the bid opportunity. Interviews may be by telephone or in person and as soon as possible after the opening.

Village staff will notify all respondents in writing and/or by email whether they are successful or unsuccessful. Council for the Village of Burk's Falls reserve the right to NOT award any or all submissions and the lowest tender is not necessarily accepted.

Once awarded the contractor cannot assign, transfer, convey, sublet or otherwise dispose of the contract or his/her right, title or interest therein to any other person, company or corporation

without previous written consent of municipal representatives, which consent will not be unreasonably withheld.

#### 4.8 Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Village will become the property of the Village. If you wish any or all of the documents that you submit to the Village as part of this Proposal to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the Tender outlining the parts of the Proposal to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.

#### 4.9 Budget Approval

The Village of Burk's Falls reserves the right to remove and/or delay portions of the contract depending upon approvals and or budgetary restraints, or for any other reason that may arise.

#### 4.10 Harmonized Sales Tax (HST)

H.S.T. is applicable to the item(s) listed, however, is NOT to be included in the unit cost. Please submit all prices HST Extra.

#### 4.11 Terms of Payment

The normal terms of payment for the Village will be net 30 days. Council meets the fourth Tuesday of each month to approve all expenses and invoices. It shall be the responsibility of the contractor to ensure that invoices are submitted for verification and approval the Monday prior to the Council meeting to ensure payment within their terms.

#### 4.12 Unbalanced or Incorrect Tenders

Where the amount of an item does not agree with the extension of the estimate quantity and the tendered unit price, the unit price shall govern and both the item amount and the total proposal price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero.

#### 4.13 Performance

Any undue delays in the execution of the work and or costs incurred by the Village due to inefficiencies in the performance on behalf of the successful respondent shall be deemed to be the responsibility of the contractor and as such, any and all costs, as deemed appropriate and reasonable compensation for the Village will be assessed to the successful respondent.

#### 4.14 Taking the Work Back

Where the successful contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the work or has otherwise failed to perform any of the provision of the contract, the Village may, without previous notice and without process or suit at law, take the work out of the contractor's hands and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Village may use all monies due on the contract to correct or complete the work.

#### 5.15 Indemnity

The successful contractor will indemnify and save harmless the Village, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered by the Village at any time where the same or any of the them are based upon or arise out of or from anything done or omitted to be done by the contractor or their firm, excepting always liability arising out of the independent acts of the Village.

#### 5.16 Insurance

The Proponent shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Village. This insurance coverage shall be subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence. In addition, Professional Liability Insurance is required, in an amount of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence. All required insurance would be endorsed to provide the Municipality within 30 days advance written notice of cancellation or material change. The Service provider will provide the Municipality with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Contract that names the Village as an additional insured.

#### 4.17 Employees / Subcontracting

Subcontracting must be outlined within the submitted proposal. That awarded proposal must state all individuals to be employed as part of this project.

#### 4.18 Conflict of Interest

The proponent shall identify and detail any potential conflict of interest in the proposal.

## 5.0 Submission Requirements

To ensure that all proposals are evaluated fairly, every Proponent must provide all the information set out in this RFP. Failure to provide all the requested information by the Proponent may affect their evaluation score, or result in the disqualification of their proposal.

5.1 Each Proponent shall **submit identical hard (2) and soft copies (1)** of their proposal . Note that soft copies are not acceptable as the submission of the proposal. Each proposal must include:

- A cover page with the Proponent's contact information, with the title "Burk's Falls Road to Revitalization Project";
- A description of the relevant experience and qualifications of each member on the Proponent's team including examples of similar work in the public sector;
- Acknowledgement of the Proponent's understanding of the project goals and requirements;
- A detailed methodology outlining how project tasks will be met including the identification of expectations of the Proponent and The VOFB in each task;

- A detailed schedule of activities including milestones, project meetings and status reports;
- A detailed, itemized budget for all major project costs; and
- Identification of any terms or conditions that the Proponent may have, as well as an additional fees schedule for any proposed activities outside the scope of the contract.

**5.2 Proposals must be submitted before 4:00PM EST on Friday, September 1<sup>st</sup>, 2017.**

It is the responsibility of the Proponent to ensure that the Lead Contact receives hard copy proposals by mail or courier on or before the submission deadline to:

**Nicky Kunkel, Clerk/Administrator**

The Village of Burk's Falls  
P.O. Box 160, 172 Ontario Street  
Burk's Falls, ON P0A 1C0  
[clerk@burksfalls.ca](mailto:clerk@burksfalls.ca)  
(705)382-3138



## 6.0 Proposal Review and Evaluation

To ensure fair evaluation of all proposals, The VOBF will be implementing the following evaluation expectations and criteria:

### 6.1 Maximum Evaluation Points Summary

Understanding of Project 15 points

- Demonstration that the needs of the RFP are understood and will be met; any features or advantages uniquely proposed by the Proponent which has not been identified in the Project Requirements.

Proposal and Methodology 35 points

- Quality of the proposal, including level of detail, project plan including schedule is clear, comprehensive, and manageable.

Company Background, Experience, and References 20 points

- The Proponent's experience overall and particularly in relation to similar projects; qualifications of individuals assigned to the project; references and ability to stay within project budget and timeline.

Breakdown of Costs 30 points

- Breakdown of costs is complete and reasonable

**Maximum Points Available 100 points**

6.2 The VOBF and the Evaluation Committee reserve the right to contact any Proponent to request additional information, clarification or demonstration of the information within their proposal.

6.3 The VOBF may award the project on the basis of the proposals received without further discussion with Proponents. Therefore, each initial offer should contain the Proponent's best terms and information.

## 7.0 Timeline

The following schedule represents the best estimate of The VOBF of the schedule to be followed. Please note that it is intended as a guideline.

Proposed Schedule:

RFP issue date	Wednesday, August 2 <sup>nd</sup> , 2017
Deadline for submission of questions (in writing)	Wednesday, August 16 <sup>th</sup> , 2017
RFP amendments & question responses posted on The VOBF Website	Friday, August 18 <sup>th</sup> , 2017
Proposal Submission Deadline	Friday, September 1 <sup>st</sup> , 2017 @ 4:00PM
Notification of Award by The VOBF	Wednesday, September 27 <sup>th</sup> , 2017
Estimated Project Start Date	Monday, October 2 <sup>nd</sup> , 2017
Submission of final reports by the successful Proponent	Monday, January 8 <sup>th</sup> , 2018

## 8.0 Project Budget

- 8.1 **This project is pending funding approval through the Northern Ontario Heritage Fund Corporation Northern Communities Capacity Building Program.**
- 8.2 **The total project budget to complete the R2R Project is \$50 000.** This amount includes HST and any funds allotted for travel and accommodation (if required).

## 9.0 Additional Resources

The R2R Project is pursuant to several strategic economic development priorities that have been determined or recommended to the VOBF Council. These priorities and recommendations can be referenced by accessing the following documents:

- 9.1 **Village of Burks Falls Official Plan:** <http://www.burksfalls.net/economic-development.htm>.  
Reference Points: Section 2.3.1, Pages 6 & 7
- 9.2 **2013 Burk's Falls and Area Community Economic Development Plan (2015 Update):** <http://www.burksfalls.net/economic-development.htm>. Reference Points: Page 8, points 5 & 6)

9.3 **2014 Burk's Falls, Armour and Ryerson Asset Inventory, Gap Analysis and Market Study:** <http://www.burksfalls.net/economic-development.htm>. Reference Points: Page 9, point 2; Page 10, point 2; Page 13, Point 8; Page 64.

9.4 **2016 AHCC BR&E Final Report:** <http://www.burksfalls.net/economic-development.htm>. Reference Points: Pages 285 & 286.