



Request for Proposal 01-2018

**REQUEST FOR PROPOSAL FOR
Elmira BIA Community Improvement Plan
FOR THE
Downtown Elmira BIA**

Table of Contents

1.0	Proposal Submission Instructions	3
1.1	Proposal Submissions	3
1.2	Right to Withdraw.....	3
1.3	Inquiries and Addendum.....	3
1.4	Clarification	4
1.5	Conflict of Interest	5
1.6	Bribery and Collusion	5
2.0	Scope.....	6
2.1	Background and Objective.....	6
2.2	Scope of Work	6
3.0	Proposal Instructions.....	9
3.1	General Instructions	9
3.2	Proposal Structure and Format Instructions.....	9
4.0	Written Proposal Submission Requirement	12
4.1	Section 1 - Company Profile.....	12
4.2	Section 2 - Approach and Methodology	12
4.3	Section 3 - Experiences and References	12
4.4	Section 4 - Team Structure / Staff Qualifications	12
4.5	Section 5 – Cost Proposal	13
5.0	Proposal Evaluation Procedure	14
5.1	Introduction.....	14
5.2	Evaluation Criteria	14
5.3	Selection of Proponents	14
5.4	Acceptance, Award and Rejection	14
6.0	Resulting Contract Clauses	16
6.1	Indemnification	16
6.2	Insurance	16
6.3	Workers’ Rights	17
6.4	Assignment of Contract	17
6.5	Replacement of Personnel.....	17
6.6	Bankruptcy or Insolvency	18
6.7	Performance Warranty	18
6.8	Termination.....	18
6.9	Disputes.....	18
6.10	Confidentiality / Non-Disclosure of Information	19
6.11	Invoicing	19
6.12	Force Majeure	20
6.13	Governing Law	20
6.14	Ethical Conduct.....	20
6.15	Accessibility for Ontarians with Disabilities Act	20

1.0 Proposal Submission Instructions

1.1 Proposal Submissions

- 1.1.1 Sealed Proposals, in accordance with Part 3 of this document, are to be addressed to:

Township of Woolwich
24 Church Street West
P.O. Box 158
Elmira, ON N3B 2Z6

Attn: Sarah Goldrup

Proposal Submissions are to be marked **Request for Proposal 01-2018** and **MUST** be received, time and date stamped, no later than the closing date and time, which will be **June 15, 2018, at 4:00 p.m.**, local time, at the above noted location. *Please allow sufficient time to register at the reception desk in the main lobby.*

- 1.1.2 Proposals submitted by facsimile or e-mail shall not be considered.
- 1.1.3 Late submissions shall be disqualified and returned unopened.
- 1.1.4 The Downtown Elmira BIA ("Elmira BIA") will not be responsible for any costs incurred in the preparation of the Proponent's submission and once received the submission becomes the property of the Elmira BIA.

1.2 Right to Withdraw

- 1.2.1 The Proponent may withdraw their Proposal submission before the closing date and time by providing the Elmira BIA with written notice prior to the closing time.

1.3 Inquiries and Addendum

- 1.3.1 All Proposal inquiries must be submitted in writing, via fax or e-mail to:

Attn: Sarah Goldrup
Facsimile: 519-669-1820
E-mail: elmirabia@gmail.com

- 1.3.2 Inquiries must be received no less than 5 working days prior to the proposal closing date to allow sufficient time to provide a response. Inquiries received after this time is not guaranteed a response prior to the proposal closing date.
- 1.3.3 To ensure consistency and quality of information provided to the Proponent, any information with respect to significant inquiries received and the replies to such inquiries will be provided simultaneously to all Proponents to which this Request for Proposal (“RFP”) has been sent without revealing the sources of the inquiries. The responses to questions will be provided to all Proponents in writing.
- 1.3.4 Under no circumstances will meetings related to this RFP be held with individual Proponents prior to the closing date and time of this Request for Proposal.
- 1.3.5 Non-compliance with condition 1.3.4 above may (for that reason alone) result in disqualification of the Proponent’s submission.
- 1.3.6 Should it become necessary to provide additional information, or make changes to the proposal document, written addenda will be issued to all Proponents at least forty-eight (48) hours prior to the closing date and time.
- 1.3.7 The Downtown Elmira BIA may provide additional information, clarification or modification by written addenda. All addenda shall be incorporated into and become part of this Request for Proposal. The Elmira BIA shall not be bound by oral or other informal explanations or clarifications not contained in written addenda.
- 1.3.8 Each Proponent shall be responsible for verifying before depositing its proposal submission that it has received all addenda that have been issued.

1.4 Clarification

- 1.4.1 It is the responsibility of each Proponent to inquire about and clarify any requirements of this Request for Proposal which are not understood.
- 1.4.2 Proponents must obtain their own information on all matters and things that may in any way influence them in developing their proposals.
- 1.4.3 The Proponent must satisfy themselves in all respects as to the risks and obligations to be undertaken by them.

1.5 Conflict of Interest

- 1.5.1 Each Proponent shall declare to the Downtown Elmira BIA as part of their proposal any situation that may be either a conflict of interest or a potential or perceived conflict of interest with the contractual obligations of their proposal.
- 1.5.2 No member of the Downtown Elmira BIA and no officer or staff member of the Township are, will be, or shall become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise in the performance of any contract resulting from this solicitation or in the supplies, work or business in connection with any such contract or in any portion thereof, or in any monies to be derived there from.

1.6 Bribery and Collusion

- 1.6.1 Should a Proponent or any of their agents give or offer any gratuity to or attempt to bribe any member of the Downtown Elmira BIA, or attempt to commit fraud, the Downtown Elmira BIA shall be at liberty to reject the Proponent's submission or cancel the contract.
- 1.6.2 The Proponent further acknowledges that their proposal is made without any connections, knowledge, and comparison of figures or arrangements with any other company, firm or person making a proposal for the same work and is in all respects fair and without collusion or fraud.

2.0 Scope

2.1 Background and Objective

What is a BIA?

A Business Improvement Area (BIA) is a geographic area in a municipality that allows local businesses and property owners to join together and make physical improvements and promote the local economy. The Council for the Township of Woolwich supports the Downtown Elmira BIA and is responsible for appointing members to the Elmira BIA and St. Jacobs BIA and approving their annual budgets.

What does a BIA do?

The BIA has a two-fold mandate:

To oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area above and beyond that provided by the municipality generally, and;

To promote the area as a business and shopping district.

In carrying out these responsibilities, the Elmira BIA has become involved in numerous activities, which often include:

- **Marketing:** Understanding the customer base, and promoting the shopping area effectively.
- **Business Recruitment:** Working with property owners to help ensure that available space is occupied, and that an optimum business/service mix is achieved and maintained.
- **Streetscape Improvement and Other Amenities:** Providing for more customer-friendly lighting, signage, street furniture, planters, banners and sidewalk treatment.
- **Seasonal Decorations:** Creating a unique and pleasant environment for customers and staff of all businesses, retail and non-retail, through the use of decorations that are appropriate to the season and holiday.
- **Special Events:** Organizing and partnering in special events that highlight unique attributes of the area and increase customer visits.

2.2 Scope of Work

The Downtown Elmira Business Improvement Area (BIA) is seeking proposals from qualified consultants in the field of planning and economic development to develop a 1) Community Improvement Plan (CIP) with an assumed budget ranging from \$50,000 - \$100,000, and 2) Community Improvement Plan with an assumed budget of \$500,000 to establish a framework for providing a coordinated plan for improvements and rehabilitation to lands and businesses within the Elmira BIA boundary area located in Woolwich Township.

The Elmira BIA is calling for proposals that include the following:

1. Community Improvement Plan assumed budget \$50,000 - \$100,000
 - a. Using coordinated efforts with Woolwich Township this plan should be sub-projects able to be implemented before, during, or after the Region of Waterloo's road reconstruction project. This plan could include sub-projects such as:
 - bike racks
 - planter boxes
 - tree bases
 - lighting
 - signage
 - general curb appeal improvements.
 - b. Façade Improvement program (BIA to fund or fund in part)
Design and create a plan which outlines how a façade improvement program could look with **limited resources from the Township of Woolwich and funding from the BIA**. This program would focus on a coordinated brand/style for downtown businesses exteriors to create a brand identity for Elmira (signs, paint colour, windows, lighting, landscaping, general store frontage, etc).

Please outline how this plan would be established, implemented, and maintained, given the budget parameters.

2. Community Improvement Plan assumed budget \$500,000
 - a. Given the right funding and coordinated efforts with the Township of Woolwich, this plan should coincide with the Region of Waterloo's current road reconstruction plans estimated to take place in approximately 2020. This plan could include projects such as:
 - tree planting and maintenance
 - plant and tree watering systems
 - sidewalk and curb revitalization/refurbishing (painted, stamped, etc)
 - larger art projects (sculptures, paintings)

- alleyway upgrades for pedestrian access
 - sidewalk patios
 - parking and traffic flow improvement
 - bike racks
 - planter boxes
 - tree bases
 - lighting
 - signage
 - general curb appeal improvements.
- b. Façade Improvement program (BIA to fund or fund in part)
Design and create a plan which outlines how a façade improvement program could look with **resources and primary funding from the Township of Woolwich**. This program would focus on a coordinated brand/style for downtown businesses exteriors in order to create a brand identity for Elmira (signs, paint colour, windows, lighting, landscaping, general store frontage, etc).

Please outline how this plan would be established, implemented, and maintained, given the budget parameters.

For more information or any questions, please contact:

Sarah Goldrup

Phone: (519) 669-6004
Email: elmirabia@gmail.com
Address: Township of Woolwich
24 Church Street West
P.O. Box 158
Elmira, ON N3B 2Z6

3.0 Proposal Instructions

3.1 General Instructions

3.1.1 Proposal Policy

Specific instructions for the preparation of each of the proposal sections required by this RFP are contained in this section. Proposals will be evaluated up to the page limits listed in the format instructions. Material exceeding the specified page limits will not be evaluated. Excess material will be removed from the section to which the page limit applies.

3.1.2 Proponent Definition

For the purposes of this RFP, a “Proponent” is defined as the entity submitting a proposal in response to this RFP. A Proponent is therefore one of the following entities:

- Prime Contractor, where a single vendor proposes to assume full contractual liability; and
- Prime Contractor with various sub-contractors, where the Prime Contractor proposes to assume full contractual liability.

3.2 Proposal Structure and Format Instructions

This section provides general guidance for preparing proposals as well as specific instruction on the format and content of the proposal. The Proponent’s proposal must include all data and information requested and must be submitted in accordance with these instructions. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Elmira BIAs’s requirements, but rather shall explain how the Proponent intends to meet these requirements. Proponents shall assume that the Elmira BIA has no prior knowledge of their experience, and the proposal evaluation will be based solely on the information presented in the proposal.

All Proponents shall conform to the following proposal formatting instructions:

- The proposal shall be divided into five (5) sections. Page limits for each section are summarized in the following table:

Section	Title	Page Limit
1	Company profile	2
2	Approach and methodology	4
3	Experience and references	4
4	Team structure / Staff qualification	2 + 2 + CV's as Appendices*
5	Cost proposal	1

* Appendices are not to be counted in page counts

- The content of each section shall address the subjects in the order and format detailed in Part 4, Written Proposal Submission Requirements.

3.2.1 Page Format

Pages shall be single-spaced using at minimum 10-point Arial font. Page size shall be 8.5 x 11 inches. All margins shall be no less than 1 inch. The glossary of abbreviations, title pages, table of contents, and tabbed dividers are not included in page limitations, and therefore should not include proposal material.

All copies of the proposal shall be printed single sided.

3.2.2 Binding and Labelling

Sections 1-5 of the proposal submission shall be bound together in one binder or package. Each binder/package shall have the RFP number, the Proponent's identity, and copy number printed on the cover. Pages shall be numbered sequentially by section, identifying the RFP number, section number, page number, and date of submission in the upper right hand corner of the page. Tabbed dividers shall separate each section.

3.2.3 Number of Copies

The Proponent shall submit five (5) copies of their proposal in the English language.

3.2.4 Proprietary Content

Information, which the Proponent considers being of a proprietary or confidential nature must be, clearly marked "PROPRIETARY".

3.2.5 Covering Letter

The Proponent shall provide a covering letter with their submission (not included in the page count) signed by a duly authorized officer of the firm indicating:

- i) Compliance to clause 1.5 "Conflict of Interest";
- ii) Compliance with all other terms and conditions of the proposal document.

4.0 Written Proposal Submission Requirement

4.1 Section 1 - Company Profile

Proponents are to provide information on their company such as, but not limited to, the following:

- Size of company, number of employees both locally and other (i.e. status full time/part time);
- Number of years in business both locally and other;
- Confirmation of any required licensing in the Province of Ontario;
- Memberships in any professional associations;
- Extent of company resources (i.e. CAD stations, plotters, printers) and available outside resources if required;
- Ability to respond to an on-site meeting within two (2) hours;
- The correct legal name of the proposing entity;
- The Principal business and corporate directors of the proposing entity, including any major subcontractors; and
- The name, title, mailing address, e-mail, telephone (land line and cell) and fax number of the person who will be the Elmira BIA's point of contact.

4.2 Section 2 - Approach and Methodology

This section must include, but is not limited to, the following:

4.3 Section 3 - Experiences and References

This section must include, but is not limited to, the following:

- Examples of related projects with similar functional requirements, size and complexity;
- A brief description of each project highlighting similar elements;
- Lessons learned that could be applied to this Project; and
- References for each project including the client representative, telephone number and position and the Owner's representative, telephone number and position if the Owner is different from the client.

4.4 Section 4 - Team Structure / Staff Qualifications

This section must include, but is not limited to, the following:

- Identification of the principal with overall responsibility for the project and his/her qualifications and related experience;
- Identification of the Proponent's team indicating the names of the individuals who will work on the project, their roles and responsibilities, disciplines and related experience;
- Related experience should include experience with municipal or public sector projects, experience with lump sum and construction management contracts;
- The current workload of the proposed personnel; and

4.5 Section 5 – Cost Proposal

The Elmira BIA uses a two-envelope system for the evaluation of proposals. **As such, cost information must be provided in a separate envelope for that purpose or risk being disqualified.** This section must include, but is not limited to, the following:

- Submit an upset limit for all professional services required for the project in a table format outlining the items listed below:
 - Provide a breakdown of the hourly fee for each project team member;
 - Identify your disbursements and an estimate of these costs with a per unit breakdown. These will not form part of the evaluation;
- An acknowledgement of the proponents understanding and agreement that any increase in the fees as specified in their submission will require the written approval of the Elmira BIA.

5.0 Proposal Evaluation Procedure

5.1 Introduction

The proposal evaluation team will be chaired by board members of the Downtown Elmira BIA, and will consist of representatives of the Township of Woolwich.

It must be understood and accepted by any Proponent submitting a proposal that all decisions as to the degree to which a proposal meets the requirements of this RFP are solely within the judgment of the proposal evaluation team.

The Proponent must comply with all requirements specified in the RFP. Statements that include the words “shall”, “must”, or “will” are considered to be mandatory. In the case of a mandatory item that is not complied with, the Proposal will not receive further consideration.

5.2 Evaluation Criteria

In order to be considered for evaluation, proposals shall contain and will be evaluated on the following:

<u>Evaluation Criteria</u>	<u>Weighing Factor</u>
Approach, methodology, and schedule	30 points
Experience and references	20 points
Team structure / Staff qualifications	30 points
Cost proposal	<u>20 points</u>
	Sub-total: 100 points

5.3 Selection of Proponents

5.3.1 Proponents may be required to orally present their submission to the Selection Committee.

5.4 Acceptance, Award and Rejection

5.4.1 The lowest or any proposal will not necessarily be accepted, in particular, if only one proposal is received.

5.4.2 The Elmira BIA reserves the right to accept or reject any part of each proposal submission.

- 5.4.3 All proposals officially received are irrevocable for a period of up to one hundred and twenty (120) days from the Proposal opening.
- 5.4.4 The Elmira BIA interpretation of the contents of the official Request for Proposal documents shall prevail.
- 5.4.5 The goods & services identified in this request for proposal are subject to Council approval of the Staff report recommending award.

6.0 Resulting Contract Clauses

The following clauses are non-negotiable and will be incorporated into any resulting contract. Other additional clauses will be negotiated with the successful Proponent.

6.1 Indemnification

6.1.1 The successful Proponent, both during and after the term of this Agreement, shall at all times, and at its own expense and risk, indemnify and hold harmless the Downtown Elmira BIA, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages (including, but not limited to, incidental, special, and consequential damages, or any loss of use, revenue or profit by any person, organization or entity), fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to property and injury to person, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to, proceedings of a criminal, administrative or quasi criminal nature) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Services required to be performed by the successful Proponent, its agents, employees and sub-consultants on behalf of the Downtown Elmira BIA, provided such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law of the successful Proponent, its agents, employees or sub-consultants.

6.1.2 This indemnification shall survive the termination or expiry of the contract.

6.2 Insurance

6.2.1 The successful Proponent shall provide and maintain during the term of the Contract Commercial General Liability insurance which shall include coverage of Professional Liability/Errors and Omissions Insurance in a form acceptable to the Downtown Elmira BIA and subject to limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

- 6.2.2 The Commercial General Liability insurance policies shall be in the name of the successful Proponent and shall name the Downtown Elmira BIA as an additional insured.
- 6.2.3 The successful Proponent shall provide and maintain during the term of the Contract liability insurance in respect to owned and leased licensed Motor Vehicles subject to a limit not less than \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof. Liability insurance coverage shall not be subject to a deductible.
- 6.2.4 It is understood and agreed that the coverage provided by the policy will not be changed or amended in any way nor cancelled until thirty (30) days after written notice of such change or cancellation shall have been given to all Named Insured.
- 6.2.5 At the time of entering into the contract, the successful Proponent shall provide evidence of the aforementioned insurance coverage to the Downtown Elmira BIA in respect to this Contract.
- 6.2.6 In the event that the contract period extends beyond the term of the insurance policy, the successful Proponent shall provide to the Downtown Elmira BIA a renewed insurance certificate thirty (30) days prior to the policy's expiry date.
- 6.2.7 The Contractor shall provide a certificate of coverage from the Worker's Compensation Board prior to commencement of the work.

6.3 Workers' Rights

- 6.3.1 The successful Proponent shall abide by all relevant provisions of the Canada Labour Code and the Employment Standards Act of Ontario, as amended and any other applicable legislation, including the Occupational Health & Safety Act and applicable Downtown Elmira BIA policies.

6.4 Assignment of Contract

- 6.4.1 The successful Proponent shall not assign the whole or any part of the resulting contract without the prior written consent of the Downtown Elmira BIA.

6.5 Replacement of Personnel

- 6.5.1 Should it become necessary to replace any personnel specifically identified in the proposal, the successful Proponent must give seven (7) calendar days written notice to the Downtown Elmira BIA. The replacement of personnel

must be of similar ability and attainment and must be acceptable to the Downtown Elmira BIA. Any replacement will be at the successful Proponent's sole expense.

6.6 Bankruptcy or Insolvency

6.6.1 If the successful Proponent becomes bankrupt, either by way of assignment or by way of a receiving order, or if the successful Proponent becomes insolvent, the Downtown Elmira BIA may, at its option, immediately employ another Proponent to complete the Contract and the Downtown Elmira BIA shall have a claim against the successful Proponent or its estate for any additional cost over and above the original contract price, necessary to complete the Contract and to remedy any defects.

6.7 Performance Warranty

6.7.1 The successful Proponent hereby represents and warrants that the services shall be provided for fully and diligently in a professional and competent manner by persons qualified and skilled in their occupations.

6.8 Termination

6.8.1 Where the successful Proponent is in default in carrying out any of its obligations under the Contract, the Downtown Elmira BIA may, upon giving written notice to the successful Proponent, terminate for default the whole or any part of the Contract, either immediately, or at the expiration of a cure period specified in the notice if the successful Proponent has not cured the default to the satisfaction of the Elmira BIA within that cure period.

6.8.2 The Downtown Elmira BIA reserves the right to terminate the contract without cause, in whole or in part, whenever the BIA determines that such termination is the best interest of the BIA, upon giving sixty (60) days written notice to the successful Proponent. The Elmira BIA shall pay all reasonable costs incurred by the successful Proponent up to the date of termination. In no event shall the successful Proponent be paid an amount in excess of the price quoted for the service provided. The successful Proponent shall not be compensated for any profits which may have been anticipated but which have not been earned up to the date of the termination.

6.9 Disputes

6.9.1 The Proponents agree that, in the event of a dispute or an allegation of a material breach, they will work together in good faith first, to resolve the matter internally by escalating it to higher levels of management and then if

necessary, to use a mutually agreed alternative dispute resolution method prior to resorting to litigation.

- 6.9.2 In the event of any dispute or claim arising between the Downtown Elmira BIA and the successful Proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim. The notifications of dispute or claim shall be made within thirty-one (31) days of the dispute or cause of action arising. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, the parties may between themselves agree to submit the particular matter to arbitration in accordance with the Arbitration Act of Ontario, R.S.O. 1990, c. A-24, as amended. If no agreement is made before arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

6.10 Confidentiality / Non-Disclosure of Information

- 6.10.1 It is understood and agreed that all information provided to the Proponent by the Downtown Elmira BIA as part of both the Request for Proposal process and the actual performance of the Contract is personal and confidential information which is protected by the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. The successful Proponent agrees that during and after the effective period of the Contract, all information provided to the successful Proponent by the Downtown Elmira BIA shall be treated as privileged and confidential and shall not be used by the successful Proponent for any other purpose nor divulged to any third party for any reason whatsoever without the written permission of the Elmira BIA.

6.11 Invoicing

- 6.11.1 The successful Proponent shall submit invoices in duplicate to:

c/o Sarah Goldrup, Elmira BIA
Township of Woolwich
24 Church Street West
P.O. Box 158
Elmira, ON N3B 2Z6

Invoices shall state detailed descriptions of services rendered, dates, time and locations. An updated budget summary with the "Invoicing to Date" compared to the "Upset Limit" must be included with each invoice.

- 6.11.2 The Downtown Elmira BIA's standard terms of payment are net thirty (30) days from receipt of invoice and satisfactory completion of each transaction.

6.12 Force Majeure

- 6.12.1 The failure of either party to meet any of the terms and conditions of this Agreement will not give rise to a claim by one party against the other, nor will it be viewed as a breach of the Contract, where such failure flows from Force Majeure.

6.13 Governing Law

- 6.13.1 The Contract shall be governed by the laws of the Province of Ontario, Canada.

6.14 Ethical Conduct

- 6.14.1 Each of the parties agrees to abide by the terms and conditions of the Township's Purchasing Policy. This document may be viewed in the Finance Office at 24 Church Street West, P.O. Box 158, Elmira, Ontario, N3B 2Z6 or on our website www.woolwich.ca.

6.15 Accessibility for Ontarians with Disabilities Act

- 6.15.1 Every contractor must obtain a training pamphlet from the Township and must sign a form acknowledging receipt of the pamphlet. Every provider of goods or services shall ensure that every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee, agent, volunteer or otherwise, receives training about the provision of its goods or services to persons with disabilities.