

Regional Tourism Organization 4 Inc. (RTO4)

Request for Proposals

For

**Design and Construct Services- Grand River Access  
Improvement Project**

Release Date:

**February 20, 2018**

Deadline for Submissions

**March 28, 2018**

## **Introduction**

Regional Tourism Organization 4 (RTO4) invites interested vendor(s) to submit proposals for design and construction services for at least three access points on the Grand River. Likely sites include:

- Claude Dubrick Trailway at Kaufman Flats on the Walter Bean Grand River Trail,
- Stanley Park Optimist Natural Area, located off Victoria Street
- M.R Good Family Trailway, located off Victoria Street.

## **Background**

### About RTO4

The Ministry of Tourism and Culture has divided Ontario into 13 regions and encourages the Tourism industry to form partnerships while taking a regional approach. RTO4 was incorporated in October 2010 pursuant to the Ontario Ministry of Tourism & Culture's new regional tourism management strategy.

RTO4 is comprised of Waterloo Region and Huron, Perth and Wellington Counties and focuses on the imperative of unlocking parallel investment (both resources and capital) from engaged communities of interest that take an active role in shaping their collective tourism future.

### About the Grand River

The Grand River is one of Canada's Heritage Rivers. It flows 300 kilometres through southwestern Ontario from the Dufferin County to Port Maitland.

The River is managed by the Grand River Conservation Authority (GRCA) in partnership within the 34 upper and lower tier municipalities. It is a key tourism demand generator for the areas within by RTO1, 3 and 4. The GRCA manages 11 conservation area parks which receive more than 1.1 million paid visits annually.

Paddling the Grand is a popular tourism activity and in the southern stretches of the river power boating is common. Estimates from outfitters suggest over 100,000 paying visitors utilize the river annually and suggest demand will continue to grow.

The River is home to 82 species of fish including a world-renowned brown trout sport fishery. There are numerous outfitters and fishing businesses along the river in addition to the fully independent travelers who access its recreational opportunities.

### About the Project

The Grand River Access Improvement project is part of a multi-staged tourism product development initiative designed to rejuvenate the Grand River as a tourist attraction.

The goal of the project is to position the Grand River as a “must do” experience by ensuring it exceeds users’ expectations at the 30+ access points along the river.

Phase 1 of this development, which was previously completed in 2014, focused around:

- Engaging and building partnerships among stakeholders,
- Creating a brand toolkit for Grand River related initiatives

Phase 2 was an infrastructure pilot project, the construction of the pilot access point to standards manual specifications. The site, located at Wilson’s Flats, just west of Elora/Fergus was complete in 2016/2017.

Phase 3 is the broader rollout of the Access Point Sites in Waterloo Region. RTO4 leveraged co-investment from a wide group of stakeholders including Centre Wellington, Friends of the Grand River (FOGR), Grand River Raceway, and local contractors to partner with the RTO4, Grand River Conservation Authority, Ministry of Natural Resources and the Department of Fisheries and Oceans to complete the pilot destination site, as a key launch of the larger project vision. The pilot site focused on:

- Testing the design
- Testing the fixtures
- Developing the project management and partnership models

For clarity, the Grand River Access Point Project are strategic co-investment projects with regional municipalities, private entities, and not for profit partners.

### **Further information**

- Ontario’s tourism regions: <http://www.mtc.gov.on.ca/en/regions/regions.shtml>
- RTO4 current activities: <http://www.rto4.ca>
- Access Point Standards Manual: [https://drive.google.com/file/d/1v\\_LgVEwbDIIEMQ0LLq--MT8Q5C08gfH/view?usp=sharing](https://drive.google.com/file/d/1v_LgVEwbDIIEMQ0LLq--MT8Q5C08gfH/view?usp=sharing)

### **About this RFP**

This request for proposal (RFP) document consists of the following:

1. Scope of work
2. Key Deliverables
3. Terms and conditions
4. Submission requirements

## **Intention to submit proposal**

To ensure you are apprised of any additional information as may be provided, please confirm your intention to submit a proposal upon receipt of this RFP.

As detailed below in Questionnaire and Submission, proposals and questions must be submitted to: Ashley Gallant, Project Manager  
519-271-7000 ext. 204, Ashley@rto4.ca

## **1. SCOPE OF WORK**

### **1.1 General Description of Requirements**

The purpose of this RFP is to invite qualified firms to submit proposals for landscape design, permitting, and construction of between 3-5 sites along the Grand River in Kitchener, Waterloo, and Cambridge. This project requires the successful respondent to:

- Create specific site designs by location, using the Grand River Access Point Standards Manual as a guide, as well as estimates of full construction costing to develop the project budget
- Acquire necessary permitting associated with the project
- Complete construction no later than August 15, 2018

## **2. KEY DELIVERABLES**

### **2.1 Site Design & Budget Development**

- Perform site review and mapping including property boundaries, topography, natural features, roadways, parking areas, surface utilities, easements, etc.
- Based on topography, provide recommended design concepts and cost estimates for implementation, including site plans and narrative, informed by the Access Point Standards Manual
- Complete this portion of work by the end of March 2018

### **2.2 Permitting**

- Prepare and submit the appropriate permitting to authorities to secure the necessary approvals for construction

### **2.3 Construction Overview**

- Upgrade current sites to the Access Point Standards Manual guidelines, including the installation of benches, kiosks, privy garbage receptacles, signage,

bike racks, and canoe racks which would require foundations or concrete pads to secure

- Prepare the site, resurfacing and grading with gravel
- Add any landscape features as required by plan
- Complete construction on three sites by no later than August 15, 2018.

**2.4 Ongoing correspondence with project management firm and project partners as needed**

- Weekly updates on the status of the project, at the minimum.

### **3. CLIENT INTRODUCTIONS**

Check-in meetings (at an agreed-upon frequency) between the successful firm and RTO4/ (The Client) is required.

#### **3.1 Terms and conditions**

The Client reserves the right, at its sole option, and for its convenience, to accept and/or reject any proposal, in whole or in part, for any or no reason. By making this RFP, The Client does not imply or give any assurance whatsoever that any proposal will be accepted.

No contractual or other legal obligations arise on the part of the client to any proponent by this RFP until such time as a final, written agreement, if any, is subsequently entered into with a proponent.

The Client may or may not award the business that is the subject of this RFP to any proponent or proponents at The Client's sole discretion. The client reserves the right to negotiate with proponents, seek clarification from proponents regarding their proposal responses and invite modifications to the proposal responses submitted.

The Client retains the right to withdraw or modify this RFP at any time without notice and without obligation to proponents. The Client may waive compliance with the requirements of this RFP and consider a proposal response that does not meet all of the requirements of this RFP.

Your proposal is submitted at your own risk. If, prior to the deadline for submission of proposals you fail to notify The Client of an error and your proposal is selected, you shall not be entitled to any compensation or time by reason of the error or its later correction.

No part of this RFP will become part of any final agreement between The Client and the provider unless specifically incorporated into a final, written agreement. Any or all contents of your proposal may become part of the final agreement.

Your proposal response, including fees, shall constitute a binding offer capable of acceptance in whole or in part by The Client, and if selected will remain valid until such time as a final agreement is negotiated and executed.

The Client shall not be in any way responsible for or liable for any costs associated with your proposal and you shall not make claim to The Client for any such cost or expenses. By submitting a proposal response, you agree to waive any right to claim damages against

The Client for any reason, cause, or thing arising out of the RFP process.

If you are selected you may be required to provide satisfactory proof of maintenance of relevant insurance coverage (including commercial, professional, general liability and automobile insurance).

The data collected and reports generated are the sole property of The Client and can only be distributed, shared or otherwise used at the sole discretion of The Client.

### **3.2 Potential for conflicts of interest**

Each proponent, in their proposal submission, shall declare all conflicts of interest or any situation that may be reasonably perceived as a conflict of interest that exist now or may exist in the future. Failure to comply with this requirement will render the proposal non-compliant and will cause the proposal to be rejected. The Client reserves the right to disqualify from further consideration proposals that in The Client's opinion demonstrate a conflict of interest.

Any contract awarded as a result of this RFP will be non-exclusive. The Client may, at its sole discretion, purchase the same or similar services for other sources during the term of the contract.

### **3.3 Termination**

In the event that the successful proponent, in the opinion of The Client, fails to satisfactorily perform the services in accordance with the terms and conditions of the contract including the instructions to proponents, terms of reference and any other documented terms and conditions, The Client reserves the right to terminate services. The Client further reserves the right to terminate the contract without showing cause, prior to its conclusion, upon giving at least ten (10) days written notice to the successful proponent.

### **3.4 Terms of payment**

Purchase Orders will be issued to vendor. Payment will be made in response to invoices itemized in accordance with the final executed contract, provided the invoices are based on work/deliverables described in the scope of the project and are consistent with the timetable of each negotiated deliverable, are completed to The Client's satisfaction and provided there exists no defaults of obligations.

### **3.5 Subcontracting and assignments**

It is understood and agreed that the successful proponent will be an independent contractor. Any proposed subcontracting agreements must be approved by The Client and will not release you from any obligation with respect to the performance of your obligations.

### **3.6 Errors and omissions**

The Client shall not be held liable for any errors or omissions in any part of this RFP. While considerable effort to ensure an accurate representation in this RFP, the information contained in the RFP is supplied solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate, not is it necessarily comprehensive or exhaustive. Nothing in the RFP is intended to relieve proponents from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

### **3.7 Indemnification**

The successful proponent shall indemnify and hold harmless The Client, its Board of Directors, its officers and partners from and against all actions, claims, demands, losses, costs, damages, suits, or proceedings whatsoever which may be brought against or made and against all losses, liabilities, judgments, claims, suits, demands or expenses which may sustain, suffer or be put to resulting from or arising, out of the successful proponent's failure to exercise reasonable care, skill, or diligence or omissions in the performance or rendering of any work or service required hereunder to be performed or rendered by the successful proponent, its agents, officials and employees.

### **3.8 Confidentiality**

The vendor shall not at any time before, during or after completion of the project, divulge any confidential information communicated to or acquired by you or disclosed by The Client in the course of carrying out this project.

### **3.9 Acceptance of terms**

By submitting a proposal, you represent you have read, completely understand, and accept all terms and conditions of the RFP in full.

### **3.10 Price Proposal**

Respondents shall provide a framework for how they intend to bill for said services. The RTO will work with the chosen agency to establish budget maximums prior to execution.

Cost estimates or actuals should be provided as accurately as they are known at the time of response to this RFP. Further clarification in writing will be sought by the

Client as the job progresses.

Costing can use the format of design, permitting, and cost per unit for equipment and materials.

## **4. SUBMISSION REQUIREMENTS**

### **4.1 Proposal guidelines**

Your proposal must:

- Be submitted electronically (Adobe PDF file preferred). Your submission should not exceed 10 pages in length.
- Be accompanied by a cover letter and/or e-mail personally signed or signed by an authorized representative of your company certifying the accuracy of all information

contained in your submission and acknowledging your company's offer of services according to the terms and conditions of this RFP.

- Include responses to all questions. Please cite each question in framing your responses and provide clear and concise answers. Ambiguous statements such as "all reasonable effort to provide" must be avoided.

## **4.2 Questionnaire**

Any submissions over the 10-page limit will automatically be excluded from the evaluation process.

1. Provide your company's history.
2. Demonstrate your team's experience in working with site design and development.
3. Specify the project team leader/liaison and primary team members who will be working on our account and their bios.
4. Outline your proposed approach to delivery, referencing the requirements and desired intents. Specify any assumptions.
5. Provide any information you believe will be helpful in assessing your capabilities.

## **4.3 Evaluation criteria**

Proposals received in response to this RFP will be evaluated by a review committee. While there will be no official scoring sheet, proposals will be evaluated with regard to the following:

- Perceived fit between our teams
- Competitive pricing and fee structure
- Completeness – incomplete or proposals deemed non-responsive will be immediately rejected from consideration.

## **4.4 Submission**

It is your responsibility to seek clarification of any matter that you consider unclear before submitting your proposal. The Client is not responsible for any misunderstanding or misinterpretation of the RFP requirements.

Proposals must be submitted via e-mail by the specified deadline to:

RTO4  
Ashley Gallant, Project Manager  
519-271-7000 ext. 204  
Ashley@rto4.ca

**Deadline for proposal submission is:  
March 28, 2018**