

Staff Report

Report To: OSDIA
Report From: Pamela Coulter, Director of Community Services
Meeting Date: August 15, 2019
Report Code: CS-19-108
Subject: Downtown Action and Marketing Plan – Draft RFP

Recommendations:

THAT in consideration of Staff Report CS-19-108 respecting a Downtown Action and Marketing Plan – Draft Request for Proposals (RFP), the OSDIA provide feedback, and

THAT the OSDIA request that staff issue an RFP on behalf of the DIA for this work, and further,

THAT the OSDIA appoint three (3) Board members to be part of the Evaluation Team and Interviews.

Strategic Initiative:

1.4 – Continue to Promote the Downtown

3.1 – Promote Owen Sound as Where You Want to Live

7.1 – Continue to Deliver Select Free City events to Residents

Background:

At the OSDIA Board meeting on July 10, 2019, the Board had approved the following:

THAT in consideration of Staff Report CS-19-094 respecting a Downtown Action and Marketing Plan - Procurement, the OSDIA support the

concept of an Action and Marketing Plan and request that City staff prepare a draft RFP for consideration, and further,

THAT the OSDIA request that staff issue an RFP on behalf of the DIA for this work, and further,

THAT the OSDIA request that City Council consider partnering on this initiative and also consider a budget amendment to allocate up to \$15,000 (up to half the cost to an upset of \$30,000) from the Rural Economic Development reserve to the Downtown Action and Marketing Plan initiative.

Analysis:

A draft RFP has been prepared which includes the City's standard terms and conditions as well as instructions to proponents.

The components of the document that the Board should review include:

- Description of work (p. 1)
- Timing for bids (September 19, 2019) (p. 4)
- Background Information (p. 13/14)
- Scope of Work (p. 14)
- Deliverables (p. 15)
- Budget (p. 15)
- Proposal submission requirements (beginning p. 17, sections 1, 2, 3, 4, 5, 6, 7 and 8)
- Proposal evaluation criteria (beginning p. 21, Evaluation, Pricing and Interview).

Staff will take feedback and incorporate these into a revised RFP that would then be issued in compliance with the City's Purchasing By-law.

Following the closing of the RFP, the City's Manager of Purchasing, Risk and Asset Management would review all submissions and identify any issues of non compliance. All compliant bids would be provided to the evaluation team for review and scoring. The scoring tool based on the scoring criteria identified in the RFP would be used to score each proposal.

The Board is requested to appoint 2 – 3 members to sit on the evaluation team and take part in the interviews. In addition, two city staff would also be part of the evaluation team and take part in the interviews.

Financial/Budget Implications:

Total budget \$30,000 (upset limit). Partnership between City and OSDIA subject to Council approval.

Communication Strategy:

The Request for Proposal would be posted on the City's Bids and Tender website in order to be readily accessible by any potential proponents.

Notification that the RFP has been posted can be sent by Purchasing to any individual companies not signed up on the City's Bids and Tender website.

Consultation:

City Manager, Manager of Purchasing, Risk and Asset Management, Manager of Community Development and Marketing.

Attachments:

1. Draft RFP

Prepared By: Pamela Coulter

Signature on File

Submitted By: Wayne Ritchie

Signature on File



REQUEST FOR NON-BINDING PROPOSAL

NRFP-19-058 BRANDING AND MARKETING SERVICES

CLOSING DATE AND TIME: THURSDAY SEPTEMBER 19, 2019 – 1:00 p.m. Local Time

August 22, 2019

You are invited to submit a Proposal in a sealed envelope, **clearly marked with the Proposal number, closing date and your company name**, for the requirements as set out in this non-binding Request for Proposal to:

**THE CORPORATION OF THE CITY OF OWEN SOUND
Clerk's Division
808 2nd Avenue East,
Owen Sound, Ontario
N4K 2H4**

Proposals received by the City later than the specified closing date and time, will be returned to the Proponent.

DESCRIPTION OF WORK

This Non-Binding Request for Proposal (NRFP) is a joint undertaking between the City of Owen Sound and the Owen Sound Downtown Improvement Area (OSDIA) and is an invitation to prospective Proponents to submit Proposals for the provision for professional consulting services relating to the development of a Downtown Action and Marketing Plan initiative. The objective is to develop, in consultation with the OSDIA Board and its members, a practical and achievable marketing action oriented strategy and rebranding for the downtown, as further described herein.

NRFP-19-058 BRANDING AND MARKETING SERVICES

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INFORMATION FOR PROPONENTS

The Corporation of the City of Owen Sound shall hereinafter be referred to as “the City”.

1. GENERAL

The purpose of this Non-Binding Request for Proposal (NRFP) is to identify the most qualified Proponent, through a structured and competitive submission and negotiation process.

Notwithstanding any other term of this NRFP that may be interpreted otherwise, it is not the intent of the City, not the effect of this NRFP, to initiate or form contractual relations by provision of a proposal by any Proponent in response to this NRFP. This NRFP will not create any Contract A based tendering law duties or any other legal obligations arising out of any process contract or collateral contract. Neither the City or the Proponent will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract or failure to award a contract in regards to this NRFP.

No legal relationship or obligation regarding this procurement will be created between the City and the Proponent by this NRFP process until the successful negotiation and execution of a written agreement.

2. NON-BINDING PRICE ESTIMATES

While the pricing information provided in the Proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the Proposals and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of the City to enter into an agreement.

3. DELIVERY OF PROPOSALS

Proposals, complete in every respect, submitted in a sealed envelope, **clearly marked with the Proposal number, closing date and your company name**, will be received by:

THE CORPORATION OF THE CITY OF OWEN SOUND
Clerk's Division
808 2nd Avenue East,
Owen Sound, Ontario
N4K 2H4

NO LATER THAN – THURSDAY SEPTEMBER 19, 2019 - 1:00 p.m. Local Time

Proposals received by the Clerk's Division later than the specified closing date and time, will be returned to the sender.

A Proponent may request that its Proposal be withdrawn, provided that such request is received in writing prior to the closing time for the Proposal to which it applies.

Proposals confirmed as withdrawn shall be returned unopened to the Proponent. The withdrawal of a Proposal does not disqualify a Proponent from submitting another Tender prior to the closing time.

4. **ADDENDUM**

Any information or changes to the requirements for this bid opportunity will be posted on the [City's website](#) in the form of an addendum. All addenda posted prior to the closing date shall be considered part of the contract documents. When an addendum is issued, we will attempt to send a notification email to all **registered plan takers** with a link to the addendum. The City makes no promise or guarantees that addenda will be delivered by any means to any Proponent nor is the City responsible for computer malfunctions or delays; therefore, **it is the Proponent's sole responsibility to check the website for any addenda prior to bid closing**. By submitting a bid, the Proponent acknowledges and agrees that it has checked the website.

**Questions shall be received NO LATER THAN – Friday September 13, 2019 - 4:00 p.m. Local Time
No addenda will be issued within 48 hours of the closing date.**

5. **OMISSIONS / DISCREPANCIES / INTERPRETATIONS**

Notify the Buyer, Michelle Palmer, Manager of Purchasing, Risk and Asset Management, 519-376-4440 x1246, mpalmer@owensound.ca at once of discrepancies found in, or omissions from, the specifications or other documentation, or if in doubt as to their meaning. The Buyer may issue written addenda.

The City will not be responsible for any verbal instructions.

No oral interpretations shall be made to a Proponent as to the meaning of any of the contract documents, or be effective to modify any of the provisions of the contract documents. Every request for an interpretation shall be made in writing, addressed and forwarded to the Buyer, who may issue written addenda.

6. **RESERVATION OF RIGHTS**

To the extent permitted by law, and without limiting and notwithstanding any other provisions contained herein, the City reserves the right at any time in its sole discretion to:

- a. Cancel this NRFP at any time;
- b. Invalidate this NRFP and issue a replacement bid solicitation for the same or similar goods and services as described herein;
- c. Cancel this NRFP if any required approvals (eg. Council) are not obtained or maintained;

- d. Cancel this NRFP if all proposal prices exceed the City's allocated or estimated budget for this work;
- e. Alter the NRFP process or procedures, or any other aspects of this NRFP;
- f. Amend this NRFP by posting Addendums;
- g. Seek clarification from a Proponent on any portion of the proposal;
- h. Waive any non-conformance to requirements if it is in the City's best interest;
- i. Contact and consider references as part of the evaluation process; and
- j. In the event that the proposal price negotiated by the Proponent exceeds the City's budget, the City reserves the right to award part of the goods or services.

No Proposal shall be accepted from any person or corporation who, or which, has a claim or has instituted a legal proceeding against the City or against whom the City has a claim or has instituted a legal proceeding with respect to any previous contract, without the prior approval of Council.

7. **CONFLICT OF INTEREST**

The Proponent is required to submit a conflict of interest declaration of any potential conflict of interest or perceived conflict of interest with their Proposal Package. This may be submitted in the form of a letter.

Failure by a Proponent to declare any potential conflict of interest or to obtain a waiver of any such conflict shall be grounds for the City to disqualify a Proposal or terminate any Contract formed or Purchase Order without liability and for cause. The Proponent shall be aware of the City's Conflict of Interest Policy.

8. **LOBBYING**

In order to ensure fairness to all Proponents, the City shall endeavor to prevent unfair advantage created by lobbying. Therefore, the City reserves the right to disqualify, at any time and at its sole discretion, any Proponent engaging in lobbying in connection with a competitive process between a date that is no later than the date of issue of the document and the date of signing of a contract between the City and the successful Proponent(s). The City may disqualify a Proponent at any time in the procurement process, including after the selection process has been completed.

Lobbying may include any activity that the City, in its sole discretion, determines has or may give an unfair advantage to one Proponent relative to other Proponents. Without limiting the foregoing, lobbying may include:

- (a) Verbal or written approaches to any City staff other than those identified as contacts in the procurement document.
- (b) Verbal or written approaches to any City Council member.

9. **ERRORS AND OMISSIONS**

The City shall not be held liable for any errors or omissions in any part of this NRFP. The information contained in this NRFP is supplied as a guideline for Proponents and is not necessarily comprehensive or exhaustive. Nothing in the NRFP is intended to relieve the Proponents from forming their own opinions and conclusions.

10. **MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

All correspondence, documentation and information provided to the City, including the submissions of Proposals, shall become the property of the City. As such, these items are subject to the Municipal Freedom of Information and Protection of Privacy Act and may be subject to release pursuant to the Act. Proponents are reminded to identify in their Proposal any specific, scientific, technical, commercial, proprietary, or similar confidential information, for which disclosure could cause them injury. Complete Proposals are not be identified as confidential.

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GENERAL TERMS AND CONDITIONS

1. WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)

The Consultant certifies that it is in full compliance with the Workplace Safety and Insurance Act. A copy of the Clearance Certificate must be submitted by the successful Proponent upon notification of the award and prior to commencing work. Updated Clearance Certificates should be provided during the course of the contract.

2. INSURANCE AND INDEMNIFICATION PROVISIONS

Indemnification Provision:

The Consultant shall indemnify and hold harmless the City, their elected officials, agents, officers, and employees from and against all claims, demands, losses, expenses, costs, damages, actions, suits or proceedings by third parties, hereinafter called "claims", directly or indirectly arising or alleged to arise out of the performance of or the failure to perform the Work, provided such claims are,

- a) Attributable to bodily injury, sickness, disease, or death or to damage to or destruction of tangible property;
- b) Caused by negligent acts or omissions of the Consultant or anyone for whose acts the Consultant may be liable.

Insurance Provisions:

If applicable, the Consultant shall **ensure** its professional consultants, architects, landscape architects, planners and engineers, providing a professional service in connection with the contract, maintain until three (3) years after the Agreement, **Professional Liability Insurance** to a limit not less than \$1,000,000 per claim providing coverage for acts, errors and omissions arising from their professional services performed under this Agreement. The policy SIR/deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. Certificates evidencing such coverage shall be supplied to the City prior to the completion of the project and in accordance with the provisions stated above.

Provisions: Prior to the commencement of work, the Consultant shall forward a Certificate of Insurance evidencing this insurance with the executed Agreement. The Certificate shall state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days (ten (10) days if cancellation is due to non-payment of premium) prior written notice by certified mail to the City.

It is also understood and agreed that in the event of a claim any deductible or self-insured retention under these policies of insurance shall be the sole responsibility of the Consultant and that this

coverage shall preclude subrogation claims against the City and any other person insured under the policy and be primary insurance in response to claims. Any insurance or self-insurance maintained by the City and any other person insured under the policy shall be considered excess of the Consultant's insurance and shall not contribute with it. The minimum amount of insurance required herein shall not modify, waive or otherwise alter the Consultant's obligation to fully indemnify the City under this Agreement.

The City reserves the right to modify the insurance requirements as deemed suitable.

3. **ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 (AODA)**

Under the Accessibility for Ontarians with Disabilities Act, 2005, as may be amended from time to time, the successful Proponent providing the services contemplated herein shall ensure that every person in relation to this contract, who deals with members of the public or other third parties on behalf of the City, or provides goods, services, or facilities on behalf of the City, has received all training required by **Section 6** of [Ontario Regulation 429/07, Accessibility Standards for Customer Service](#), and **Section 7** of [Ontario Regulation 191/11, Integrated Accessibility Standards](#).

4. **APPROVALS**

Prior to the commencement of the work, the Consultant is responsible for determining and obtaining the necessary approvals, permits and licenses required by all applicable legislation and regulations pertaining to the nature of the work. Copies of all such approvals, permits and licenses must be provided to the City, upon request, prior to commencement of the work.

5. **ADVERTISING**

No advertising or other rights will form part of this contract.

6. **LAWS AND REGULATIONS**

The Proponents are assumed to have made themselves familiar with and will abide by all Federal, Provincial, Municipal and Local laws, rules and regulations which in any way affect the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proponent shall discover any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, it shall at once report it to the City's Representative, in writing.

7. **PRICING AND PAYMENT**

All pricing shall be inclusive of all travel, training, disbursements etc as no additional charges will be accepted by the City. All unit prices proposed for this requirement shall be in Canadian funds, H.S.T. extra where applicable.

All invoices must reference NRFP-19-058.

In the City's on-going effort to ensure efficiency in processing payments in a timely, effective manner, the City requests Vendors who receive repeat payments to sign up for Direct Deposit (EFT). The Successful Proponent will be requested to provide appropriate banking information to the City's Accounts Payable division.

8. **CHANGE ORDERS**

Change Orders must be approved in advance, in writing, by the Purchasing Agent or City Representative.

9. **CONSULTANT'S INSOLVENCY**

The Agreement may be terminated at the City's option, effective upon written notice to the Consultant in the event that the Consultant files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed, or any proceeding is demanded for, by or against the Consultant under any provision of the Bankruptcy and Insolvency Act, as amended or any applicable Provincial Law.

10. **ASSIGNMENT**

Neither this Proposal nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the City and any attempted assignment shall be void and of no force or effect against the City.

11. **SUB-CONTRACTS**

The successful Proponent shall not, without the written consent of the Buyer, make any assignment or sub-contract for the provision of any goods or services hereby proposed.

12. **TERMINATION**

Subject to the provisions below, the Contract may be terminated by the City upon thirty (30) days advance written notice to the Consultant; if any work or service hereunder is in progress, and not completed as of the date of termination, then the Contract may be extended upon written approval of the City until said work or services are completed and accepted.

- (a) **Termination for Convenience** – The City may terminate this Contract for convenience at any time in which case the parties shall negotiate reasonable termination costs.
- (b) **Termination for Cause** – In the event of Termination for Cause, the thirty (30) days advance notice is waived and the Consultant shall not be entitled to termination costs.
- (c) **Termination Due to Unavailability of Funds in Succeeding Fiscal Years** – If funds are not appropriated or otherwise made available to support continuation of the performance

of this Contract in a subsequent fiscal year, then the Contract shall be cancelled and, to the extent permitted by law, the Selected Proponent shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract.

13. **CONTRACTUAL DISPUTES**

The Selected Proponent shall give written notice to the Purchasing Agent of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier.

The written claim shall be submitted to the Purchasing Agent no later than sixty (60) days after final payment. All disputes related to this Contract shall be resolved as follows:

- (a) A meeting between the Vendor and the Purchasing Agent; if the dispute is not resolved then;
- (b) The decision can be appealed to the Director of Corporate Services; if the dispute is still not resolved then;
- (c) The decision can be appealed to the City Manager.

14. **SEVERABILITY**

In the event that any provision shall be judged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

REQUIREMENTS AND DELIVERABLES

1. BACKGROUND INFORMATION

The City, with a population of approximately 21,000 is located on the southern shore of Georgian Bay within Grey County. The Owen Sound Downtown Improvement Area (OSDIA) was formed by the Downtown Business community in 1973 under a by-law of the Corporation of the City of Owen Sound (By Law 2006-113). Governed by the Ontario Municipal Act, the provincial mandate for all DIA/BIAs is: "A local municipality may designate an area as an improvement area and may establish a board of management, (a) to oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and (b) to promote the area as a business or shopping area." The boundaries of the OSDIA are shown within Appendix A.

The OSDIA has established its own strategic vision and mission. The vision statement of the OSDIA is: "Growing a vibrant, safe and fun Downtown." and the mission of the OSDIA is: "The Owen Sound Downtown Improvement Area is committed to providing effective leadership in the ongoing development of the membership area as a vibrant and sustainable business, cultural, and residential community. We will achieve this goal by supporting initiatives aimed at improving, beautifying, and promoting the membership area on behalf of all of our members."

In 2019, the City and the OSDIA formed a more formal partnership and entered into an agreement (attached as Appendix 'B') whereby the City would provide support for beautification and maintenance, events and attractions and marketing and promotion.

In the area of Events, City Staff:

- Work with the OSDIA and Marketing Committee to establish, based on the OSDIA budget, a program of annual OSDIA Events/Attractions. The event planning will be completed by the end of January each year;
- Work to plan, market and promote, and deliver each event in accordance with the plan set and approved by the OSDIA Board; and
- Report on the progress and do a wrap-up of each event, including financial performance, to the OSDIA board.

For each event, there is an allocated budget to support the production of the event as well as an allocation of the budget to implement the marketing plan for each event.

The Agreement also provides that in the area of Marketing and Promotion, City Staff will:

- Work with the OSDIA Board and Marketing Committee to establish, based on the OSDIA budget, an annual plan for marketing and promotion;

- Include print, web and social media marketing and promotion in the plan; and
- Work to implement the plan and report to the OSDIA Board twice annually on the progress.

On June 12, 2019, City staff attended the OSDIA meeting to provide an update respecting marketing efforts in addition to special efforts being made during the construction of Phase I of the Downtown River Precinct. At both the March and June meetings, there was discussion regarding a marketing action plan and branding initiative.

At the July 10, 2019 meeting of the OSDIA, the following was approved:

DIA-190710-003- THAT in consideration of Staff Report CS-19-094 respecting a Downtown Action and Marketing Plan - Procurement, the OSDIA support the concept of an Action and Marketing Plan and request that City staff prepare a draft RFP for consideration, and further, THAT the OSDIA request that staff issue an RFP on behalf of the DIA for this work.

2. SCOPE OF WORK

The objective is to develop in consultation with the OSDIA Board and its members a practical and achievable marketing action oriented strategy and rebranding for the downtown.

To achieve this objective, it is expected that the scope of work will include:

1. Review background information and materials including, but not limited to: the OSDIA 2017 Revitalization Study, the City's Strategic Plan, the City's Official Plan, the Downtown and Harbourfront Urban Design Master Plan, and the Agreement between the City and the OSDIA (Appendix "B");
2. Undertake a thorough in person on the ground tour of the OSDIA area;
3. Meet with the OSDIA Board of Management and City staff;
4. Develop and implement a member & public engagement strategy;
5. Develop a rebranding strategy for the OSDIA;
6. Develop a downtown action and marketing plan that is practical and achievable;
7. Present the rebranding and the action plan to the OSDIA Management Board for approval.

3. DELIVERABLES

A comprehensive Marketing action Strategy and Rebranding plan, including but not limited to:

- A new branding, including logo and tagline, and recommendations to implement the brand;
- Strategies and recommendations on how, when and where to promote the downtown to the community and broader retail market service area;
- Strategies and recommendations on how best to utilize the annual marketing budget;
- Digital files of all artwork with copyright ownership;
- Training workshop with City staff on marketing plan and logo use;
- Targets or outcomes to be able to determine the success of the rebranding and marketing strategy.

4. BUDGET

A budget outlining the total costs for this project should not exceed \$30,000 (exclusive of HST) including all pertinent research, professional fees, travel, production of reports, presentations and all related ancillary costs shall be included in the proposal submissions.

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PROPOSAL SUBMISSION REQUIREMENTS

1. PROPOSAL FORMAT AND CONTENT

All proposals are to be submitted in sealed envelopes, clearly identified with the bid opportunity number. The Proposal **shall be submitted in two envelopes**, as follows:

Envelope 1

The first envelope should be clearly identified as Envelope 1 and contain five (5) copies (4 bound, 1 loose) of the signing page, understanding of the requirements, background, qualifications and resources, approach and methodology, approach to engagement, references, and value added. All copies are to be identical with the loose copy containing an original signature. The remaining four copies may contain copies of original signatures. The Original Copy shall be marked Original, with copies marked Copy.

The City discourages overly lengthy and costly Proposals. However, for the City to evaluate Proposals fairly and completely, Proponents should provide all of the information requested. Failure to provide all required information may result in the Proposal being scored poorly in the evaluation.

Envelope 2 – Financial Component

The second envelope should be clearly identified as “Envelope 2” with the Proponent’s Name and “Financial Component” and contain one (1) copy of the Financial Component. The Financial Component shall be submitted in a sealed envelope separate from the Technical Requirements.

2. UNDERSTANDING OF THE PROJECT / REQUIREMENTS

Proponents should provide a comprehensive narrative that illustrates their understanding of the requirements of the project including identifying a familiarity with the downtown or a plan to become familiar.

3. PROPONENT BACKGROUND, QUALIFICATIONS AND RESOURCES

The Proponent should include a description of the firm, including executive information, project team and qualifications of key staff with the skills and experience to successfully complete the project.

The Proponent should demonstrate the individuals Project Manager's recent successful experience in project management, scheduling, cost control and delivery of high quality products of similar nature.

The Proponent should provide a listing of proposed staff resources to be utilized on the project and should include their personal qualifications, related project experience as well as the planned duties and responsibilities on this particular project. Proponents that demonstrate previous completion of similar projects using the "same" project team will be scored favourably. It is expected that the team proposed and the team structure will be the team that engaged throughout the entire project. Commitment of the project team members should be demonstrated in the Proposal.

4. **APPROACH AND METHODOLOGY**

The Proponent shall include a detailed methodology and workplan including a detailed timeline outlining the milestones and timing of each step. The project timeline should be clear, specific, realistic and relate the pricing to the proposed schedule. Staff time requirements from the Proponent's project team should be included and clearly identified.

The Proponent should provide a work plan outlining each phase of the work required and the estimated time and costs for completion to allow key staff to understand the cost versus phase at any point during the execution of the project. Requirements for City resources for this project should be included and clearly identified in detail. The City will look favourably upon submissions that limit the research, etc. required directly from City staff.

Proponents should demonstrate budget and schedule control methods on previous relevant projects and identify cost control measures that will be implemented to ensure that the lump sum for services will not be exceeded.

Proponents should clearly identify in their Proposal, how they will ensure that the City's accessibility requirements will be met in providing the deliverables to the City.

Provide a description of the proposed technical approach to each identified objective, this can include but is not limited to target audience analysis, positioning and message development, communication strategy, creative plan development, message testing, brand launches, toolkit design, and measurement and evaluation.

Describe in detail your ability to understand the local community and successful outreaches and marketing campaigns based on local conditions and criteria.

Provide examples of logos and design elements that the Proponent has developed that translate a brand message into advertising copy and marketing material.

Provide examples of collateral material that deliver a brand message through design elements.

5. **APPROACH TO ENGAGEMENT (PUBLIC AND MEMBERS OF OSDIA)**

The Proponent shall detail the proposed engagement which will be inclusive and accessible to the public and the members of the OSDIA during the consultation process. The proposed engagement should clearly identify the methods to be utilized, the plan to ensure successful engagement and resources which will be utilized as well measurement tools.

6. **FINANCIAL COMPONENT**

Proponents should include an itemized list for the various tasks to complete the project. Costs for individual tasks should be provided and the total cost including all fees, disbursements and contingency will become the upset limit of the project (total cost to be provided on the Form of Proposal). The total cost shall not be exceeded without prior authorization from the City. The Proponent shall be responsible for all project costs.

Hourly rates for each individual proposed to be assigned for the project are to be provided and will be used, if required, for assistance with additional work outside of the original scope.

Additional tasks beyond those request in the Request for Proposal, but are deemed necessary for this project, are to be identified clearly and priced separately. The City reserves the right to accept or reject any additional task(s) proposed by a Proponent.

Proponents should propose a schedule for invoicing and payments that is tied to the well-defined, specific deliverables.

7. **CLIENT REFERENCES**

Proponents shall include a list of three (or more) client references for projects that have been completed of similar nature, size and scope – preferably completed by the same project team. Client references should be relevant to this project and the role of each staff member plays in these projects should be indicated. Company name, contact person(s), contact title, phone number, and email address should be included and must be current. Additionally, the project

title and budget are to be included. A sample of the work completed / portfolio should be provided for each reference.

8. **VALUE ADDED**

Proponents are encouraged to identify and integrate value-added opportunities into their proposals, recognizing the significance of this project. Recommendations of tools (or technologies) that will help the City achieve its goals and bring innovation and efficiencies to the City will be viewed favourably.

PROPOSAL EVALUATION AND SELECTION CRITERIA

1. OVERVIEW OF PROPOSAL EVALUATION AND NEGOTIATION PROCESS

The City will conduct the evaluation of proposals and negotiations in the following stages:

STAGE I – EVALUATION

Stage I will consist of a review to evaluate each proposal based on the non-financial rated criteria as set out below:

DESCRIPTION	EVALUATION WEIGHT
Quality of Proposal / Understanding the Project / Requirements	10%
Proponent Background, Qualifications and Resources <ul style="list-style-type: none"> • Company Profile – 10% • Project Team – 15% 	25%
Approach to Methodology	25%
Approach to Engagement (Public and OSDIA Members)	20%
Client References	10%

When evaluating proposals, the City may request further information from the proponent or third parties in order to verify, clarify or supplement the information provided in the Proponent's proposal. The City may revisit, re-evaluate and rescore the proponent's response or ranking on the basis of any such information.

STAGE II – PRICING

Stage II will consist of a scoring of the submitted pricing of each proposal. Each proposal will receive a percentage of the total possible points allocated to price by dividing the lowest proposal price by that Proponent's price.

$(\text{lowest proposal price}) / (\text{Proponent's price}) \times 10 \text{ points} = \text{pricing score}$

The evaluation of the financial component will be undertaken after the evaluation of the rated criteria has been completed.

STAGE III - INTERVIEWS

After the completion of Stage II, all scores from Stage I and II will be added together and the Proponents will be initially ranked based on their total scores.

The City plans to interview, at a minimum, the two highest scoring Proponents from the initial ranking.

Interviews will be conducted at 808 2nd Avenue East, Owen Sound, ON, N4K 2H4. Proponents will have a minimum of five (5) days' notice to prepare. The following is an overview of the categories and weighting for the Evaluation of the interview:

DESCRIPTION	EVALUATION WEIGHT
Presentation <ul style="list-style-type: none"> • Articulating project approach and methodology • Ability to articulate all facets of project 	10%
Interview <ul style="list-style-type: none"> • Team interaction and knowledge of roles / responsibilities • Ability to address project specific questions • Demonstrated project comprehension to accomplish objectives 	10%

STAGE IV – RANKING AND CONTRACT NEGOTIATIONS

After the completion of Stage III, the score from Stage III will be added to the initial total scores to identify the top-ranked Proponent. The top-ranked Proponent will receive a written notification to enter into direct contract negotiations to finalize the agreement.

1. Contract Negotiation Process

Any negotiations will not constitute a legally binding offer to enter into a contract on the part of the City or the Proponent and there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement. The terms and conditions contained within this NRFP are to form the basis for commencing negotiations between the City and the selected Proponent. Negotiations may include requests by the City for supplementary information from the Proponent to verify, clarify, or supplement the information provided in its proposal or to confirm conclusions reached in the evaluation, and may include requests by the City for improved pricing from the Proponent.

2. Time Period for Negotiations

The City intends to conclude negotiations and finalize the agreement with the top-ranked Proponent during the Contract Negotiation Period (20 business days), commencing from the date the City invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to provide requested information in a timely fashion and conduct its negotiations expeditiously.

3. Failure to Enter into Agreement

If the parties cannot conclude negotiations and finalize the agreement within the Contract Negotiation Period, the City may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the City elects to cancel the RFP process.

FORM OF PROPOSAL

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Page Number

1. FORM OF PROPOSAL

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THE CORPORATION OF THE CITY OF OWEN SOUND - FORM OF PROPOSAL
NRFP-19-058 BRANDING AND MARKETING SERVICES

Proponent Information

Please fill out the following form, naming one person to be the proponent's contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact Email:	

2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between the City and the Proponent unless and until the City and the Proponent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The Proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The Proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Pricing (Appendix F) in particular. The proponent confirms that the pricing information provided is accurate. The proponent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

5. Addenda

The proponent is deemed to have read and taken into account all addenda issued by the City prior to the Deadline for Issuing Addenda.

COMPANY LEGAL NAME

AUTHORIZED SIGNATURE

ADDRESS

NAME (Print or Type)

CITY AND POSTAL CODE

TITLE

TELEPHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

DATE

APPENDIX "A" – BOUNDARIES OF THE OSDIA



2019 AGREEMENT

THIS AGREEMENT as of the 11th day of February, 2019.

BETWEEN:

**THE CORPORATION OF THE CITY OF OWEN SOUND
(hereinafter referred to as the "City")**

-and-

**The Owen Sound Downtown Improvement Area
Board of Management
(hereinafter called the "OSDIA")**

WHEREAS the Ontario Municipal Act (Section 204) establishes the mandate for all BIAs (DIAs) within the province as follows:

A local municipality may designate an area as an improvement area and may establish a board of management, (a) to oversee the improvement, beautification and maintenance of municipally-owned land, buildings and structures in the area beyond that provided at the expense of the municipality generally; and (b) to promote the area as a business or shopping area.

AND WHEREAS it is the goal of both the Owen Sound Downtown Improvement Area (OSDIA) and the Corporation of the City of Owen Sound (the City) to maintain the OSDIA in a manner that showcases the territory as a safe, clean, and vibrant residential, business, and tourism area;

AND WHEREAS the City is committed to increasing the potential of the downtown and harbourfront in accordance with the City's Strategic Plan;

AND WHEREAS the City and OSDIA agree to work together to support the improvement, beautification and maintenance and marketing and promotion of land, buildings and structures within the OSDIA area;

AND WHEREAS the City and OSDIA have agreed to provide a system of complimentary business sponsored parking within the downtown;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants set out together with other good and valuable consideration (the receipt of which is acknowledged), the parties agree as follows:

1.0 TERM

- 1.1 The term of this agreement shall be for a period of five (5) years commencing March 1, 2019 ending February 28, 2024.
- 1.2 Following the initial 2-year term (March 1, 2021), the OSDIA or the City can provide a notice of termination by providing the other party in writing of its intention to terminate the Agreement. Notice by either party shall be endorsed by the OSDIA Board or City Council.
- 1.3 Prior to December 31, 2023, the OSDIA and City will determine whether, by mutual agreement, they wish to enter into negotiations to extend the Agreement beyond February 28, 2024.
- 1.4 The City and the OSDIA agree to review the contents of this Agreement on an annual basis for the purpose of ensuring that the Agreement continues to reflect the needs of both parties. Amendments to this Agreement may be made by mutual agreement of the parties in writing. This review should occur prior to December 31 each year.

2.0 ADMINISTRATION

- 2.1 The Agreement will be administered jointly and cooperatively. The City Manager will be the City's lead staff person responsible for the implementation of the Agreement. The OSDIA Chair, working through the direction of the OSDIA Board will be the OSDIA's lead responsible for the implementation of the Agreement.
- 2.2 The City Manager will determine and assign on the basis of this Agreement, the staff and other resources required by the City to support and implement this Agreement. The OSDIA Board and Chair will provide direction through the City Manager as a Board, by resolution.
- 2.3 City administrative staff will be assigned to provide administrative support for the OSDIA Board. This support will include publishing agendas, recording and publishing minutes and notices. The agenda will be established by the OSDIA Board Chair in accordance with their policies and procedures.
- 2.4 The City Manager or designate will be responsible for incoming service requests, complaints and items that require action and will be responsible for assigning these items for action to City staff as for current City requests.
- 2.5 The City Manager or designate will create a monthly log of requests, complaints, etc., that will be shared with the OSDIA Board on a monthly basis.
- 2.6 OSDIA Board members will be appointed in accordance with Section 204(3) of the *Ontario Municipal Act*.

- 2.7 The City will provide staff resources to update and maintain the OSDIA website in a current and effective form.

3.0 BUDGET

- 3.1 The OSDIA Board, with the assistance of City staff, will establish a draft annual budget. The annual budget will include the levy and other revenue sources as well as all costs toward beautification, maintenance and marketing and promotion within the OSDIA area.
- 3.2 The OSDIA will prepare the budget in accordance with the Section 205 of the *Municipal Act*. The Board shall prepare a proposed budget for each fiscal year and hold one or more meetings of the members for discussion. The OSDIA will then submit the budget to Council who may approve it in whole or in part, but who may not add any expenditures to it.
- 3.3 City staff will be responsible to assist the OSDIA to pay invoices, procure good and services, collect fees and the levy as well as other matters relating to financial services and book keeping.
- 3.4 The City will provide monthly updates to the Board respecting budget.

4.0 BEAUTIFICATION – FLOWER, PLANTINGS AND TREES

- 4.1 The City and OSDIA will each contribute half (up to \$7,500 each) to plants for the public areas of the OSDIA. This will include, but not be limited to, hanging baskets, sidewalk pots, flower boxes, and plant material for permanent planting pods and beds within the OSDIA. The City will determine, together with the OSDIA Board, the number of hanging baskets.
- 4.2 The City will provide flowers for the boxes at City Hall and other City facilities in the Downtown.
- 4.3 City staff will be responsible for the placement at the beginning of the season and the removal at the end of the season of the hanging baskets and planter boxes.
- 4.4 The City is responsible to provide trees and undertake planting and tree maintenance within the public areas of the OSDIA.

5.0 SEASONAL BANNERS & DECORATIONS

- 5.1 The design and location of banners shall be done in accordance with the Downtown and Harbourfront Master Plan, and in particular, the streetscape plan prepared by Northwood and Associates, Landscape Architects. Prior to the manufacture of new banners, approval of the City through its Community Services Committee is required.
- 5.2 The City will put up and take down all vertical hanging banners on the streetscape light poles and decorative posts on a seasonal basis. The banners will be stored by the City.

- 5.3 The City will be responsible for the replacement of the banners within the OSDIA, including 2nd Avenue East and 10th Street East and West and 8th and 9th Streets East.
- 5.4 The City will put up and take down the cross street banners for the Hottest Street Sale. With the assistance of City staff, the OSDIA will apply for and obtain approval under the City's Sign By-law for cross-street banners.
- 5.5 The City will undertake and pay for the installation and removal of the cross street "Noma" style Christmas light displays on 2nd Avenue East and starburst decorations on 10th Streets East and West.
- 5.6 If the OSDIA provides any seasonal decorations such as corn stalks or greenery, the purchase will be the responsibility of the OSDIA. Installation will be done, as determined, in cooperation between the OSDIA and the City.
- 5.7 Decorations will be stored by the City.

6.0 WATERING

- 6.1 The City will be responsible to water and fertilize the plants, hanging baskets and flower boxes within the OSDIA.
- 6.2 Watering and fertilizing will be done on 7 days each week based on a 2-day cycle.
- 6.3 Watering will be done by City summer staff.
- 6.4 The City will provide the truck and equipment necessary to undertake this task. There will be no charge for the use of this vehicle to the OSDIA.

7.0 STREET AND SIDEWALK MAINTENANCE & WASTE REMOVAL

- 7.1 The City will use the street sweeper in the downtown core once a week from spring until fall each year. At the request of the OSDIA, the City can provide additional sweeps of the downtown at a per run cost, payable by the OSDIA to the City. There will be no charge for the weekly sweeping.
- 7.2 The City will be responsible to undertake sidewalk litter removal and maintenance at a level to be determined by the City in consultation with the OSDIA Board.
- 7.3 The City will be responsible for the maintenance of tree grates and the removal of other weeds along sidewalks and laneways in the OSDIA as City staff resources permit.
- 7.4 The City will provide replacement garbage receptacles for the downtown when necessary upon one-year notice for budget purposes.
- 7.5 The City is responsible for clean up and removal of dead animals,

hazardous materials, and debris from automotive accidents.

- 7.6 The City will continue to provide weekly downtown garbage pickup.
- 7.7 The City will provide a maximum of once daily sidewalk snow removal using the City's sidewalk plow as staff resources and equipment allow.
- 7.8 By-law 2008-046 (City of Owen Sound Snow Removal Bylaw) shall continue to apply within the OSDIA.
- 7.9 The City is responsible for notifying property owners if they are not in compliance with snow clearing/removal by-laws.
- 7.10 The City will be responsible for the removal of snowbanks within the downtown at a level of service to be determined by the City.

8.0 EVENTS

- 8.1 City staff will work with the OSDIA and Marketing Committee to establish, based on the OSDIA budget, a program of annual OSDIA events/attractions. This event planning will be completed by the end of January each year.
- 8.2 City staff will work to plan, market and promote and deliver each event in accordance with the plan set and approved by the OSDIA Board.
- 8.3 City staff will report on the progress and do a wrap up of each event, including financial performance, to the OSDIA Board.

9.0 MARKETING AND PROMOTION

- 9.1 City staff will work with the OSDIA Board and Marketing Committee to establish, based on the OSDIA budget, an annual plan for marketing and promotion.
- 9.2 The plan will identify print, web and social media marketing and promotion.
- 9.3 City staff will work to implement the plan and report to the OSDIA Board twice annually on the progress.


10.0 PARKING AND ENFORCEMENT

- 10.1 The City and OSDIA will provide complimentary business sponsored parking in the downtown.
- 10.2 The City and OSDIA agree that enforcement toward ensuring turnover is important.
- 10.3 The City will be responsible for enforcement and to establish the level of enforcement.
- 10.4 The OSDIA will contribute on an annual basis toward the complimentary business sponsored parking an amount agreed on between the City and

the OSDIA Board. This amount would be reflected in the annual approved OSDIA budget.

- 10.5 The City and OSDIA will work together to establish a parking signage and communication strategy to implement the new complimentary business sponsored parking arrangement.

The Corporation of the City of Owen Sound

Per: 

Mayer, Ian C. Boddy
Deputy Mayor, Brian O'Leary

Per: 

City Clerk, Briana Bloomfield

I/We have the authority to bind the Corporation

Owen Sound Downtown Improvement Area Board of Management

Per: 

Chair, Dave Parsons