



**City of Kenora
Request for Proposals**

“Feasibility/Technical Study for Art Gallery / Centre”

Sealed Tenders for “Proposals for a Feasibility/Technical Study for an Art Gallery/Centre” at 224 Main Street South, Kenora ON will be received up to but not later than:

11:00 a.m.

Thursday, September 8, 2016

After which time they will be opened at the Kenora Council Chambers at 1 Main Street South, Kenora ON.

Tenders shall be submitted in a sealed envelope clearly marked “**Proposal for Feasibility/ Technical Study for Art Gallery/Centre**” and delivered to:

**Heather Kasprick, City Clerk
1 Main Street South
Kenora ON P9N 3X2**

Proposal documents may be obtained from the Lake of the Woods Museum, 300 Main Street South, Kenora ON, and online at www.kenora.ca. Questions regarding the tender should be directed to: Art Centre / Gallery Committee, % Lynn Halley 807-467-2105 or by email lhalley@kmts.ca. A site visit will be held on Tuesday August 16, 2016.

The lowest or any proposal will not necessarily be accepted. The City reserves the right to reject any or all bids, to waive irregularities and formalities therein, and to award the contract in the best interest of the City of Kenora.

All tenders submitted to the City of Kenora become the property of the Municipality and as such are subject to the Freedom of Information and Protection of Privacy Act.



City of Kenora Proposed Art Gallery / Centre Feasibility/Technical Study Request for Proposals

August 2016

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1.0 Invitation

The purpose of this Request for Proposals is to select a firm to conduct a Feasibility/Technical Study of an existing building and building site to determine the appropriateness of the identified space as a proposed art gallery / centre.

Proposals shall be based on the following schedule:

Request for Proposal distribution: August 8, 2016

Site Visits: August 16, 2016

Proposals Due: September 8, 2016

Anticipated RFP Award: September 20, 2016

Completion of Project: December 15, 2016

Copies of this RFP document will be available on the City of Kenora portal at www.kenora.ca.

2.0 Introduction/Background

The Towns of Kenora, Keewatin, and Jaffray Melick amalgamated in the year 2000 to form the present day City of Kenora. With an approximate population of 15,000 people, Kenora is located in Northwestern Ontario, a two hour drive east of Winnipeg, three hours north of the Canada-USA border, and five hours west of Thunder Bay. We are North America's Premier Boating Destination and our natural surroundings on beautiful Lake of the Woods and small town charm provide the ideal work and social environment.

Kenora is the primary population centre on Lake of the Woods in northwestern Ontario. It is a city that has made the transition from a primarily resource-based economy to one that is heavily focused on tourism. With the lake as a major tourist attraction, the City is also developing other assets that support it as a year-round tourism destination. Arts, culture, and heritage have been key in that strategy. Currently the community has no public art gallery and so art exhibitions have been displayed in the Recreation Centre, the tourism centre, and the Lake of the Woods Museum. None of these locations is ideal.

Over the last several years, Kenora's arts and cultural community has flourished. From the establishment of the Lake of the Woods Arts Community to KACL's Arts Hub, from the growth in the number of musical performers and theatre productions, from the opening of private commercial galleries and a dance studio, to the establishment of a new music festival. The arts are alive and well in the City of Kenora. The lack of a public gallery space does leave a gap. The Lake of the Woods Museum has fulfilled that role for many years but its mandate does not align solely with an art gallery space in its present building and under its present structure.

In 2013, Lake of the Woods Museum Director Lori Nelson was approached by longtime summer residents with a generous offer to donate their extensive collection of Walter J. Phillips woodcuts and watercolours of Lake of the Woods to the Lake of the Woods Museum.

The Museum Annex, 224 Main Street South in Kenora, Ontario has been identified by the donors and the Lake of the Woods Museum Board of Directors as an ideal location for a gallery. The art gallery / centre would operate under the auspices of the Lake of the Woods Museum and under the ownership of the City of Kenora.

The building proposed for the art gallery / centre is the Lake of the Woods Museum's original home, referred to in this document, as the "Museum Annex". The Museum was housed there until 1986 when it was moved into the existing museum building. In 1962 when the Province sold the Museum Annex (then the Land Titles Building) to the Town of Kenora for \$1, there was a proviso placed on the sale, specifically: "...that the said building... be used for museum purposes only and in the event of this use being discontinued, the building is to be torn down." When the Museum was moved to the new building, the Province was contacted and the Town of Kenora was allowed to keep the building, henceforth known as the Museum Annex, intact and for use as a rental space. In June 1988, the Town passed By-law 27-88 which vested control and use of the Museum Annex with the Museum Board, however, it wasn't for a few years that the rental revenue from the building was directed specifically to Museum operations, to be more in keeping with the intent of the covenant.

In September 2000, the Museum Annex received Heritage Designation, as per the Ontario Heritage Act. The charming brick building is, in itself, an historic treasure. Built as a Land Registry Office, it was erected shortly after the construction of the Kenora Court House in 1911. Both buildings were designed by Frank Heakes, Chief Architect of the Ontario Department of Public Works. All of Heakes' northern court houses were red brick and two stories high. To make each unique he used stone extensively for foundations, window and door surrounds. Pilasters and wooden accents in the form of heavy bracketing along the roofline, porticos and cupolas, such as those found on the Kenora Court House (directly across Water Street), were also used. Many of these design features are echoed in the Land Registry Office.

In 2006-2007, extensive renovations were done on the Museum Annex, with costs shared between the Lake of the Woods Museum, the City of Kenora, and the Province of Ontario through the establishment of an endowment fund, the interest of which was to be used for the upkeep of the building. At that time, key structural, mechanical, and electrical components were renovated and unique architectural and heritage features were restored. This work included:

- Heating system replacement. Air conditioning added.

- Brick restoration
- Roof and roof framing repair
- Chimney repair
- Foundation work
- Insulation
- Flooring and painting
- Frieze and modillion repair
- Exterior basement stair enclosure
- Window replacement
- Light fixture restoration and replacement
- Washroom renovation

Several capital projects are required in order to convert this building into an art gallery / centre. These include, but are not restricted to:

- Gallery lighting system
- Security system
- Hanging system
- Accessibility (into the building and throughout the building)
- Systems to monitor temperature, light levels, and humidity

Depending on the use of the lower level rooms, capital work may have to be completed in these areas as well, in the instance that the space is used for storage of artwork or for educational programming. Consideration should be given to reception/event space as well as point of sale and retail space.

Property Specifications

Floor Area:	Main Floor - 1,100 sq. ft. Lower Floor - 1,000 sq. ft. Useable space 640 sq. ft.
Zoning:	General Commercial - GC
Heating/Cooling:	Natural gas forced air furnace with air conditioning
Insulation:	Walls - solid masonry walls with little or no insulation Attic - 4" pink fibreglass providing an insulation level of R32
Exterior:	Brick
Interior:	Painted Gyprock and/or plaster
Washrooms:	Two on lower level
Servicing:	Municipal water and sewer
Electrical:	200 amp service
Utility costs:	Approximately \$3,500 CAD + tax per annum (includes gas, hydro, sewer and water)
Accessibility:	While accessibility to get inside the building could be accommodated with an outside ramp or lift, there would still be areas of the upper level that would not be accessible because of two vault doors into the main space. The lower level,

where the washrooms are located, would not be accessible without the installation of a lift.

3.0 Terms of Reference

3.1 Scope of Work and Deliverables

The consultant will be responsible for reporting on the suitability of the identified space as an art gallery / centre.

Proposals must consider and be able to deliver the following components:

- Conduct a comprehensive review and develop a comprehensive report on the ability of the identified space to meet the operational needs of the proposed art gallery / centre. Operational needs are to be classified broadly in three categories:
 - spacial needs (quantity of space)
 - qualitative functional needs
 - technical needs (building envelope or systems performance according to the required standards of a particular kind of activity)
- Provide a detailed building condition report to identify deficiencies in the current structure in light of its proposed use.
- Develop and include conceptual designs for the proposed art gallery / art centre with floor plan diagrams for each of the following approaches:
 - Minimized renovation - will address the renovation of the existing space and limit renovations to support ongoing use of the space as an art gallery
 - Balanced solution renovation - will seek a balance between cost and benefit to address a combination of renovation and construction to support innovation in using the space as an art gallery / centre
 - Full scale renovation - will fully address the larger operational and service needs to operate this space as an art gallery /centre well into the future.
- Develop a Class "C" estimate of the cost and schedule for each of the renovation approaches above for the proposed art gallery / centre taking into consideration local construction factors and delivery methods based on Kenora's local profile and the Heritage Distinction of the Annex building and the following components that may require attention;
 - Accessibility

- Exterior Stairs
 - Blinds/Window coverings
 - Signage and Branding
 - Mechanical/Electrical
 - Flooring
 - Painting
 - Display/Storage Fixtures
- This document and any and all supporting and referenced documents should be produced in both paper and digital formats approved by the City of Kenora.

The proponents are not limited by the deliverables as outlined above. Proposals may provide additional deliverables as part of the proponent's response.

3.2 Background Documents

The following documents will be made available on the City's website or emailed directly to the successful bidder. These documents will assist the Consultant in understanding Kenora's vision and in the motivation behind seeking an appropriate space for an art gallery / centre.

Economic Development Strategy, and available sector profiles

City of Kenora Official Plan (2010)

City of Kenora Comprehensive Zoning Bylaw No 160-2010

Kenora Downtown Revitalization Plan (2004)

Kenora Downtown Architectural Guidelines

Waterfront Development Guidelines

Community Improvement Plan (Harbourtown Centre)

Kenora Vision 2007, 2009 and 2015

Kenora Community Strategy (Community Strategic Plan)

Municipal Cultural Plan

2016 Kenora Age-Friendly Strategic Plan

Heritage Designation by-law for the Lake of the Woods Museum Annex

Branding Development and Marketing Action Plan – Recommendations List

In addition, should the consultant require, the City will provide required base mapping for details of the City from its GIS system.

4.0 Evaluation and Municipality's Rights

Review Committee

The Lake of the Woods Museum's board of directors will determine the City staff and Art Gallery / Centre Committee (the "Committee") members who will form the review committee and review submissions. The staff and board of the Lake of the Woods Museum will prepare a recommendation report to Council with respect to the approval of the successful proponent and award the contract to the successful candidate.

Evaluation Criteria

All proposals will be evaluated using an evaluation matrix on the basis of experience, proposed work plan, timeframe for completion, and fee, according to the guidelines provided.

The Committee may choose to interview certain participants to clarify issues. Participants are advised that only complete submissions shall be reviewed and evaluated. However, the Committee may deem it necessary in the interests of the Municipality to request additional information.

Submitted proposals will be evaluated upon the following evaluation matrix and will not be evaluated on a lowest cost proposal basis:

1. Experience and reputation of proponent - 20%
2. Experience and qualifications of key team members assigned to this project - 10%
3. Quality of approach and methodology - 25%
4. Demonstrated understanding of the required scope of work and deliverables - 20%
5. Work Plan and Schedule - 10%
6. Cost - 15%

This RFP does not constitute an offer of any nature or kind whatsoever by the Municipality/Committee to the proponents. The Municipality/Committee does not bind itself to accept any proposals and may proceed as it determines, in its sole discretion, following receipt of the proposals. The Municipality/Committee reserves the right to accept any proposal in whole or in part or to discuss with any proponent, different or additional terms to those envisaged in this RFP or in such proponent's proposal.

The Municipality/Committee has the right to:

- Cancel the RFP at any time without liability whatsoever to any proponent;
- Accept or reject any of the proposals;
- Elect to accept or reject any proposal, or if only one is received to not accept that proposal;

- Not to accept the lowest fixed fee amount;
- Alter the schedule, RFP process, procedures or objective of the project or any other aspect of the RFP, as it may determine on its sole and absolute discretion; or,
- Negotiate with one or more proponents to reach a final agreement for the services.

It is the nature of this RFP process that this RFP and/or the proposal in response to the RFP will not constitute a binding agreement, but will only form the basis for the finalization of the terms upon which the Municipality/Committee and the chosen proponent will enter into a final agreement (the "Agreement"), and does not mean that the proposal is necessarily totally acceptable in the form submitted. After the selection of a proposal, if any, the City and the Committee have the right to negotiate with the proponent and, as part of that process, to negotiate changes, amendments or modifications to the proposal without offering the other proponents the right to amend their proposals.

5.0 Instructions to Proponents

5.1 Closing Date / Time / Location

Consultants are to provide five (5) hard copies of their proposal, plus one electronic version on USB flash drive in a sealed package, clearly identified as to the contents and addressed to:

**City of Kenora
Attention: Heather Kasprick, City Clerk
1 Main Street South
Kenora, ON
P9N 3X2**

All proposals submitted will bear the message or title "Proposal - Feasibility Study for Art Gallery / Centre"

Proposals must be received by the City Clerk at this location no later than **11:00 a.m. local time (CST) on Thursday, September 8, 2016.**

Proposals received after the above due date and time will not be considered and will be returned unopened to the consultant. Fax or electronic submissions will not be accepted.

5.2 Enquiries

All enquiries regarding this RFP are to be directed in writing or by email to the individual identified below. Enquiries will be considered from Monday, August 8, 2016 and must be received no later than Wednesday, September 7, 2016.

City of Kenora – Lake of the Woods Museum

300 Main Street PO Box 497
Kenora, ON P9N 3X5
Attention: Lynn Halley, Museum Community Engagement
Email: lhalley@kmts.ca

All enquiries and responses will be distributed directly to all proponents that provide written confirmation to the above identified individual, via email, that they wish to receive any further information about this Request for Proposal, and provide the following information in that confirmation: company name; contact person; email address; and phone number.

Site visits will be scheduled for Tuesday, August 16, 2016. Arrangements for site visits can be made by directing an email to the Lake of the Woods Museum/ Committee representative, Lynn Halley at lhalley@kmts.ca.

5.3 Proposal Document Format

As the Review Committee will be studying several proposals, the task of evaluating each one and comparing it against the others would be more easily accomplished if all proposals follow the same general format. For this reason, the proposal shall follow these guidelines:

Section 1: Introduction

In this section, the proponent shall specifically note any exceptions or deviations from the Request for Proposal as well as confirm their full understanding of the intent of the Request for Proposal.

Section 2: Experience

Names and qualifications of individual project team members and sub-proponents and how their experience directly relates to this project. References of similar work must also be included in this section.

Section 3: Work Plan

Include a work plan describing the main tasks to be undertaken, as per the SCOPE OF WORK and DELIVERABLES, section 3.1. Within the body of the work plan, the proponent shall list the team members who shall be overseeing each of the respective parts of the process and all time lines for completion.

Section 4: Project Cost

This section will include a detailed breakdown of anticipated costs (including team member time allocation) as well as the total project cost in Canadian funds. HST shall be documented separately. A complete detailed price breakdown must be included in the proposal identifying all applicable costs. An anticipated payment schedule must also be included.

Section 5: Appendices

A1. References (must include names, current contact telephone numbers and email addresses)

A2. Team members' Resumes

A3. Consultation options

5.4 Cover Letter and Signature

The proposal must include a cover letter signed by a person authorized to legally bind the proponent to the statements made in their proposal.

5.5 Amendments to Proposals

Proposals may be amended in writing and delivered to the closing location before the closing time, but not after. Such amendments should be signed by the authorized signatory of the proponent and hand delivered to the City Clerk.

5.6 Addenda

If the City/Committee determines that an amendment is required to this RFP, the City/Committee will upload an electronic copy of the written addendum to the City of Kenora's website. Each addendum will be incorporated into and become part of the RFP. No amendment of any kind to the RFP is effective unless it includes an accompanying letter signed by the Committee.

5.7 Withdrawal of Proposals

The proponent may withdraw their proposal at any time prior to the closing time by submitting a written withdrawal letter to the City Clerk. This letter must be received by the City Clerk prior to the closing time.

5.8 Irrevocability

All proposals are irrevocable for a period of sixty (60) business days from the closing date.

5.9 Important Dates

Questions regarding RFP: After 9:00 a.m. local time (CST) August 8, 2016 and before 5:00 p.m. local time (CST) –Wednesday, September 7, 2016

Site visit: Tuesday, August 16, 2016

Deadline for submission: 11:00 a.m. local time (CST) – Thursday September 8, 2016

Contract awarded: On or before Tuesday, September 20, 2016

Project to be completed by: December 15, 2016

6.0 General Terms and Conditions

Confidentiality

Material provided to the Consultant by the City/Committee must be kept confidential including records and information relating to this work. All correspondence, documentation, and information provided by the Municipality to the proponent in connection with or arising out of this RFP or the acceptance of any proposal remains the property of the Municipality. All documents shall be treated as confidential and not be released unless permission is granted by the Municipality, unless they are public documents as identified.

The documents shall not be used for any purpose other than for replying to this RFP, and for fulfillment of any related commitments.

Announcements of contract awards will be kept confidential by all parties until such time as the City/Committee deems appropriate.

Conflict of Interest

In its proposal, the proponent shall disclose to the City any potential conflict of interest that might compromise the performance of the work. If such a conflict of interest does exist, the Municipality may, at its discretion, refuse to consider the proposal. If, during the proposal evaluation process or the negotiation of the Agreement, the proponent is retained by another client giving rise to a potential conflict of interest, then the proponent will so inform the City. If the City requests, the proponent will refuse the new assignment or take such steps as are necessary to remove the conflict of interest.

Costs Incurred by Proponents

All costs and expenses incurred in the preparation and submission of proposals shall be borne by the consultant. No payment will be made for any proposals received, or for any other effort required of or made by the Consultant prior to the commencement of work defined by the proposal approved by the City. There shall be no direct payment for the preparation and submission of proposals, or to attend interviews in response to this Request for Proposal. Every effort will be made to accommodate interviews by conference call where appropriate to minimize any related costs to the proponent.

Errors And / Or Omissions

It is understood and acknowledged that while the RFP includes specific requirements, a complete review and recommendation is required. Minor items not herein specified, but obviously required, shall be provided as if specified. The proponent shall satisfy themselves fully as to the extent of the work required and shall provide all services required to complete the intent of the project. Any misinterpretation of requirements within this proposal shall not relieve the bidder of the responsibility of providing the required services.

Follow-On Contracts

The Municipality reserves the right to award subsequent phases of the project to the successful proponent, and fees for any follow-on contracts shall be based on the same unit or per diem rates proposed under this RFP, unless negotiated and approved otherwise. The Municipality also reserves the right to request competitive proposals for subsequent phases of the project if deemed to be in the best interests of the City of Kenora.

Influence

Proponents and their agents will not contact any member of the City Council or City Staff with respect to this RFP, other than the City Representatives as named within this document. Any person, company, corporation, or organization that attempts to influence the outcome of any Municipality purchasing or hiring process shall be disqualified, and the person, company, corporation, or organization may be subject to exclusion or suspension from this or other works with the Municipality.

Indemnity

The contractor will indemnify and save harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time or times (either before or after the expiration or sooner termination of this contract), where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the contractor, or by any servant, employee, officer, director or subcontractor of the contractor pursuant to the contract.

Insurance

The contract may contain a provision that the contractor will without limiting its obligations or liabilities and at its own expense, provide and maintain throughout the contract term, Comprehensive General Liability in an amount not less than \$5,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under contract with insurers licensed in the province of Ontario and in the forms and amounts acceptable to the City. All required insurance will be endorsed to provide the City with thirty (30) days advance written notice of cancellation or material change. The contractor will, on demand, provide the City with evidence of the required insurance.

Non-Collusion

A proponent shall not discuss or communicate, directly or indirectly, with any other proponent or their agent or representative about the preparation of the proposals. Each proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the Municipality discovers there has been a breach of this requirement at any time, the Municipality reserves the right to disqualify the proposal or terminate any ensuing Agreement.

Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the City become the property of the City and as such are subject to disclosure under Ontario's Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). By submitting a proposal the proponent thereby agrees to public disclosure of its contents as required under this Act. The proponent's name at a minimum shall be made public on request. Any information the proponent considers "personal information" because of its proprietary nature should be marked as "confidential" and will be subject to appropriate consideration as defined within the Act.

Terms of Payment

The successful Consultant shall be reimbursed on an as invoiced basis for actual work completed and time spent on the project. Invoices submitted by the Consultant shall include the project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

Payment Hold Back or Performance Assurance

The contract may contain a provision whereby the CAO will hold back a portion of the total contract price or require the provision of some other form of performance assurance until the requirements of the contract have been met.

Safety Regulations and Labour Codes

The proponent shall be aware of, and comply fully, with the Municipality's Health and Safety Program, Health and Safety Requirements and all applicable legislation and regulations in effect in all jurisdictions where the work shall be performed. The proponent shall also communicate the Health and Safety requirements to their sub-contractors and ensure compliance. The proponent may be required to provide a copy of their Health and Safety policy to the Municipality prior to commencement of work. Employee training records shall be available to the City of Kenora upon request.

Subcontracting

Utilizing a sub-contractor(s) – who must be clearly identified within the proposal – is acceptable. This includes a joint submission by two proponents having no formal corporate links. In this case, one of these proponents must be prepared to take overall responsibility for successful provision of the goods or services and this must be defined in the proposal.

Workers' Safety and Insurance Board

The successful proponent shall supply proof of good standing with the Workplace Safety and Insurance Board before commencing the works.