REQUEST FOR PROPOSAL:
MacGregor Industrial Park
Feasibility Study

Deadline for Proposals:
September 8, 2017 at 4:00pm
1. Introduction

The Municipality of Shuniah is seeking proposals from qualified consulting firms to facilitate and document a detailed feasibility study for a new industrial park for the Municipality of Shuniah. The successful Proponent must have extensive industrial development experience, including the ability to conduct all required research, coordinate and facilitate the planning process, and create a feasibility report suitable for public review and presentation.

The Municipality requires that the project be completed by April 30, 2018.

Copies of this RFP document will be available on the Municipality of Shuniah website at www.shuniah.org.

2. Background

The area of the Municipality of Shuniah covers 55,374 hectares from Copenhagen Road at Highway 11/17, Bare Point Road east on Lakeshore Drive to a quarter of a mile west of Ouimet Canyon. The northern boundary is Eight Mile Hill on Spruce River Road (Hwy 527) and on the south a shoreline of approximately 40 kilometres from Bare Point to Bays End and the shoreline on Black Bay.

Shuniah has a considerable cottage population. The population of Shuniah is estimated at 2,737 which is based on owners whose full time or permanent address is within Shuniah. However, during the summer months those numbers almost double and are estimated to be as high as 5,000.

Being in proximity to the City of Thunder Bay, the Municipality of Shuniah serves mainly as a bedroom community with very minimal commercial development within its boundaries.

The Official Plan sets out that the intention of the Municipality is to encourage the growth and development of industrial uses consistent with the natural resource base of the Municipality and further that Shuniah can offer prospective users large tracts of land with excellent highway access and no adjacent incompatible uses. The Municipality of Shuniah through its Strategic Plan, has identified the need to explore expansion of its industrial sector.

A recommendation was made to Council on April 11, 2017 to move forward with a zoning amendment for Industrial Park Development providing details on some of the opportunities for development. A Public Meeting was held on June 13, 2017 to consider the proposed zoning amendment to allow for Heavy Industrial use on Municipally owned lands having access via MacGregor Road. See www.shuniah.org for reports to Council under Government - Tenders and RFPs.
3. Scope of Work

The Purpose of the Municipality of Shuniah Industrial Park RFP is to develop a feasibility study for an industrial park that is compatible with:

- Municipality of Shuniah Official Plan
- Municipality of Shuniah Strategic Plan (2016-2020)
- Municipality of Shuniah Comprehensive Zoning By-law
- Capital Asset Management Plan

3.1. Objectives

Background/Market Research

- Complete economic context and market trend evaluation including regional sector opportunity including a gap and SWOT analysis.
- Identify the business sectors most likely to invest in Shuniah including specific businesses that would be most attracted.
- Determine best use for MacGregor Industrial Park including current industrial land needs and values.
- Complete a market analysis for creating an industrial park including but not limited to assessment of competition, community needs, current trends, travel patterns, access routes, traffic patterns and surrounding development.
- Create an implementation plan to develop and market the industrial park.

Development

- Identify preferred planning approaches to creating and maintaining industrial parks and any land use bylaw amendments.
- Develop a conclusive map of the defined study area which shows all currently available, industrially zoned land, existing utilities and other infrastructure which may have a positive impact on future industrial development
- Determine optimal lot arrangement, size and characteristics based on the municipal owned property which, would be used as the industrial park.
- Identify studies, reports and permitting required by either Municipality or industry such as floodplain mapping, Environmental Assessments, hydro geological studies, archeological, LRCA permits, traffic studies, etc.

Financial

- Complete a cost/benefit analysis of developing the industrial park including but not limited to: site development costs, construction costs, amortization/annualized costs, project management and maintenance costs, payback scenarios, funding opportunities, forecast/projections (10-year Pro-forma based on sales and tax revenue), return on investment calculation, environmental and social impacts
- Assess different development scenarios, identify optimal scenario, and provide recommendations to maximize the development capacity of the municipally-owned property.
Final Report

- All findings of the project research and analysis will be collected and presented in a final report.
- The Final Report will need to demonstrate the need for the development of land for industrial use, have a strong business case, and identify the best use and layout of land for development.
- All findings of the project research and analysis will be included in the Final Report, suitable for submission to government agencies, funding organizations, and financial institutions.
- Five (5) Cerlox-bound copies of the Final Report are required.

3.2. Schedule

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<tr>
<th>Event</th>
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<tr>
<td>RFP Issued</td>
<td>August 14, 2017</td>
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<tr>
<td>RFP Submission Deadline</td>
<td>September 8, 2017</td>
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<td>RFP Selection</td>
<td>September 26, 2017</td>
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<td>Project Initiation</td>
<td>September 28, 2017</td>
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<td>Interim Report #1: Background &amp; Market Research</td>
<td>December 31, 2017</td>
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<td>Interim Report #2: Development &amp; Land Needs Analysis</td>
<td>February 15, 2018</td>
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<td>Interim Report #3: Competitiveness &amp; Financial Assessment</td>
<td>March 30, 2018</td>
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<td>Draft Report &amp; Presentation to Project Committee</td>
<td>April 15, 2018</td>
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<tr>
<td>Project Completion &amp; Presentation to Council</td>
<td>April 30, 2018</td>
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3.3. Budget

A budget of $100,000.00, including all applicable taxes and travel expenses, has been assigned to this project, including a final report and all associated costs.

4. Submission Requirements

4.1. Proposal Submission

Five (5) copies of the proposals marked “RFP: Industrial Park Feasibility Study” addressed to Nadene Hunley-Johansen, Clerk & Manager of Planning, will be received at Municipality of Shuniah office, 420 Leslie Ave, Thunder Bay, ON P7A 1X8 until 4:00 pm, September 8, 2017. Additionally, one (1) electronic version is required to be submitted via USB. Submissions received after this time will not be accepted.

The Proposal should include a cover letter signed by a person authorized to legally bind the Proponent to the statements made in their Proposal.

The Municipality reserves the right to cancel this Request for Proposal for any reason without any liability to any proponent or to waive irregularities at their own discretion.
The municipality reserves the right to:

a) Accept a proposal without negotiations;

b) Reject a proposal without negotiations;

c) Negotiate a change in the technical or financial content of the successful proposal

### 4.2. Proposal Contents

All proponents are required to provide the following information with their submissions:

- A Company profile.
- A complete listing of all key personnel who will be assigned to this project. This will include their relevant experience, qualifications for this project, in addition to their role and responsibilities.
- A description of the proponents understanding of the project objectives
- A detailed project methodology explaining each project objective and how to achieve the project’s objectives
- A detailed schedule of all activities, including project meetings, interim reports and progress reports required for this project.
- A detailed budget that supports the schedule of activities.
- A minimum of three (3) references from projects of a similar scope

### 5. Evaluation Criteria

Proposals shall be evaluated to determine the best value offered to the Municipality against conformance, but not limited, to the following criteria:

- The proponents experience and past performance
- Team composition and qualifications of project team
- Understanding of project objectives/outcomes
- Project Methodology
- Project Deliverables
- Budget
- References
- Interview (if required)

### 6. Terms and Conditions

**Confidentiality**

Material Provided to Consultant by the Municipality 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
Municipality of Shuniah RFP: Industrial Park Feasibility Study

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.

Conflict of Interest
In its Proposal, the Proponent shall disclose to the Municipality 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 Municipality. If the Municipality 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 Municipality. 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 and / or Skype 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. Proponents may request a clarification of any of the RFP documents only up to seven (7) days before the proposal submission date. At any time before the submission of proposals, the Municipality may for any reason, whether at their own initiative or in response to a clarification requested by a proponent, amend the RFP. Any amendment shall be issued in writing through addenda. The Municipality may at their discretion extend the deadline for the submission of proposals.
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 Municipality of Shuniah.

Influence
Proponents and their agents will not contact any member of the Municipality Council or Municipality Staff with respect to this RFP, other than the Municipality Representatives as names 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 Municipality, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the Municipality 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 Municipality. All required insurance will be endorsed to provide the Municipality with thirty (30) days advance written notice of cancellation or material change. The contractor will, on demand, provide the Municipality 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 Municipality become the property of the Municipality 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.

**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 Municipality of Shuniah 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.

**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 are to include supporting documentation for all disbursements. Disbursements will be paid at cost.
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.

**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.