



REQUEST FOR PROPOSAL: RFP-2023-003-PLN

DOWNTOWN PHASE 4 CONCEPT STREETScape DESIGN

Date issued: October 19, 2023

Response Receipt Location: 400 Main Street, Yarmouth, NS B5A 1G2

The Town requests that responses be submitted by **3:00 P.M. AST on November 23rd, 2023**

Table of Contents

1.0	Introduction	1
2.0	Purpose.....	1
3.0	Background.....	1
3.1	Community Context.....	1
4.0	Project Description	2
4.1	Project Deliverables.....	2
4.2	Project Schedule.....	3
4.3	Deadline for Submittal.....	3
5.0	Proposal Submission Instructions.....	3
5.1	Proposal Content (limited to 15 pages).....	4
5.2	Technical Content.....	4
5.3	Financial Content.....	4
5.4	Criteria for Proposal Evaluation	4
6.0	Terms and Conditions	5
6.1	Governing Law	5
6.2	Disclosure / Confidentiality.....	5
6.3	Final Agreement	5
6.4	Gratuities	5
6.5	Insurance and Workers Compensation	5
	Appendix A - Phase 4 Concept Streetscape Design Project Area.....	7

1.0 Introduction

In accordance with the Town of Yarmouth's (TOY) procurement policy, and the Public Procurement Act of Nova Scotia, the Town of Yarmouth is issuing a Request for Proposal (RFP) to qualified firms to complete a Phase 4 Concept Streetscape Design with Estimated Cost of Construction encompassing First Street to Alma Street and within the boundary of the Collins Street Parking Lot. The intent of the RFP is to award the work to a proponent that has at least 5 years of demonstrated successful experience in municipal streetscape design.

2.0 Purpose

The Town's Downtown Blueprint Plan (2010) is the foundational document driving the economic revitalization of downtown Yarmouth. In 2015, 2017 and 2021 the Town completed construction of three streetscape projects that included Hawthorne Street (Farmers' Market) and on Main Street complimenting the work completed with the Town's Façade Improvement and Mural Programs.

This fourth phase of the Downtown Streetscape Projects will continue to showcase the town with an inclusive welcoming community atmosphere and create an even stronger sense of place and resilience.

This project supports some of the specific objectives of the [Downtown Blueprint Plan](#) to:

- Increase the number and diversity of people living downtown;
- Maximize the potential of the public spaces;
- Increase the diversity of businesses and public venues in the downtown;
- Strengthen downtown's competitive advantage;
- Provide a safe and memorable experience to pedestrians;
- Inspire creativity and innovation;
- Improve the quality of the building stock and open spaces in the downtown;
- Provide confidence for developers that the Town is committed to encouraging 'good' development and increasing the value of properties downtown.

3.0 Background

3.1 Community Context

The Town of Yarmouth is internationally renowned as a trending Nova Scotia small town and is recognized as one of Nova Scotia's most stunning waterfront communities. The community is a regional destination for southwest Nova Scotia with a population of 7,000 people. Tourism plays a significant role in the local economy that welcomes over 60,000 visitors each year by highway and ferry. Strategically located at the intersection of two main provincial highways 101 and 103, known as the Lighthouse Route, and an international Port and Marina with ferry service to the USA eastern seaboard. With its unbeatable quality of life, Yarmouth is developing into a world class destination for travelers, businesses, and residents.

The Town's downtown commercial area is known for its rich shipping and international trade history and boasts beautiful historic buildings, unique independent eateries, shops and attractions. Today, the Town's [Downtown Revitalization Blueprint Plan](#) and Municipal Planning Strategy have provided the momentum to create a thriving mixed-use residential and commercial neighbourhood geared to people of all ages and background.

The Town has successfully implemented a number of [downtown financial incentive programs](#) and implemented a Wayfinding Signage Program and rebranded itself, "On the Edge of Everywhere" recognizing having a vibrant modern-day identity that showcases a welcoming community atmosphere is

essential to create an even stronger sense of place and resilience. The town has undertaken multiple capital projects developing the Waterfront, Hawthorne Street Farmers' Market and Main Street locations as destinations with streetscape improvements.

4.0 Project Description

Phase 4 Concept Streetscape Design encompasses First Street to Alma Street and within the boundary of the Collins Street Parking Lot to be delivered, but not limited to the following objectives:

- design to accommodate a range of uses from street festivals, restaurant patios, public seating areas, public gardens, bike shelters, bike racks and vehicular traffic;
- selection of materials that provide the longest life cycle, lower life cycle costs, and enhances our natural environment;
- distinctive landscaping to include (trees, shrubs, lighting, stone, finishing gravel);
- street furniture (benches, recycling stations);
- design to separate pedestrians from vehicles;
- design to incorporate rainwater management;
- design lighting to create vibrancy and energy to the street in the evening;
- design landscape, hard surfaces, and street furniture to limit the obstructions to pedestrians and ensure a large path of travel;
- design for barrier-free accessibility for those with limited mobility or visual impairments (CSA standard);
- design oversized wayfinding map of the downtown core to pedestrians.
- See **appendix A** for Phase Four Streetscape Concept Design Project Area.

Note: Design elements cannot conflict with linear infrastructure requirements.

4.1 Project Deliverables

The consultant shall review all available sources of information including but not limited to:

- Inventory of existing and planned street elements, parking lot elements, bike shelter, bike racks, waste receptacles, planters, benches, trees, public art, signage, etc.;
- Mapping the existing conditions with associated text identifying opportunities and constraints;
- Latest and anticipated future, regulatory requirements both provincial and federal accessible design for the built environment;
- Consulting with TOY operations staff for operational performance and condition of key components;
- Presentation drawings and other visual materials shall be provided for meetings with the Town and focus group meetings;
- Review of preliminary design concepts and subsequent revision with Town Staff;
- Presentation drawings and visual materials shall be provided for meetings with the Town Council, Town Staff, and community stakeholders;
- Prioritization and timing of proposed design;
- Maintenance cost implications of proposed design;
- Identify which proposed improvements are Town standard treatments and which are non-standard treatments;
- A minimum of two meetings with Town Staff;
- Allowance for community consultation. Lead a 'focus group meeting with representation from downtown businesses, town advisory committees, and residents;
- Electronic copy (PDF) of designs and specifications;
- Provision that Town will have ownership of designs and plans contained in this project;

- Written reports and presentation materials must be submitted as fully “accessible” public web material that can be posted to the Town of Yarmouth Website. (“Accessible” means fully compliant with Adobe Acrobat Accessibility Standards).

4.2 Project Schedule

- Submission deadline: November 23, 2023
- Award of contract: December 2023
- Project Start Date: January 2024
- Project Completion and Final Invoice Completion: March 31, 2024

4.3 Deadline for Submittal

The deadline for submission is **3:00 PM AST, November 23, 2023**

5.0 Proposal Submission Instructions

The Town will receive sealed proposals by mail or hand-delivered from Proponents until 3:00 p.m. (local time) Thursday November 23, 2023, addressed as follows:

Town of Yarmouth
RFP ID: RFP-2023-003-PLN
Attn: Director of Planning and Economic Development
400 Main Street,
Yarmouth NS, B5A 1G2

The Town of Yarmouth will not accept electronic submissions.

Proponents are required to submit one (1) completed original, four (4) separately bound copies and one (1) electronic copy (USB in PDF format). If there are any differences between the electronic copy of the proposal and the original hard copy, the original hard copy of the proposal, as submitted, will govern. The electronic copy of the proposal is for the convenience of the Town.

Failure to mark the subject line with the RFP ID could result in a proposal being rejected as late.

It is solely the responsibility of each Proponent to ensure their Submission arrives on time. Late Submissions will not be accepted.

Proposals may be withdrawn at any time prior to opening.

Any submissions or addenda submitted by fax, or telephone, or email will not be accepted under any circumstances.

The Town reserves the right to accept or reject any or all proposals, or to accept any proposal which it may consider to be in the best interest of the Town. The Town also reserves the right to waive any formality, informality, or technicality in any proposal.

The Town reserves the right to request clarification and additional information.

All costs associated with the compilation and presentation of any and all proposals or any supplemental information requirements shall be borne solely by the Proponent.

The Proponent is responsible for obtaining any needed clarification of the RFP while it is open. Questions are to be directed in writing to: **Planning Assistant**
planningadmin@townofyarmouth.ca

Email is the preferred method of contact. No verbal responses will be given. Only information received from the Planning Assistant is considered valid and is to be used within the Proposal response.

This RFP is subject to applicable trade agreements, including, but not limited to the Canadian Free Trade Agreement and the Atlantic Procurement Agreement

5.1 Proposal Content (limited to 15 pages)

Include the following in your submission:

- A description of your proposed approach and methodology.
- A list of deliverables.
- A detailed WBS/schedule.
- A fee identifying the total cost of the work and price schedule breakdown. The total cost must include all services and reimbursable expenses. No extra claims will be entertained.
- Identify the Project Manager (day-to-day contact) and other specific people who will be performing the work and their individual experience and qualifications.
- A description of previous related work, including Streetscape Improvement related projects and two client references for similar municipal services projects.
- Identify Optional Services with Price Schedule.

5.2 Technical Content

The technical package will be evaluated to demonstrate the proponent has an understanding, methodology, and experience to complete the project and include the following in your submission:

- Project understanding and methodology, including WBS and proposed schedule;
- Project team, including CV of project manager;
- Two letters of reference for similar municipal services projects.

5.3 Financial Content

- The Financial Proposal section will be sealed in a separate envelop marked “Financial Proposal” included in the sealed envelope of the hard copy proposals.
- The lowest fee shall receive an allocation of 100% of the available points for the financial component.

5.4 Criteria for Proposal Evaluation

Rated Criteria	Weighting (Points)
1. Project Understanding and Methodology: - <ul style="list-style-type: none"> • Demonstrates understanding of the general objectives of the project. • Methodology and strategic approach to maintain schedule and overall project cost. • WBS/Schedule. 	25
2. Project Team: <ul style="list-style-type: none"> • Experience and/or reputation of the proponent in Municipal Services. • CV of project manager (day-to-day). • Qualifications of the Project Team. 	25
3. Letters of reference: <ul style="list-style-type: none"> • Successful completion of a similar project. • Successful results in schedule and budget. 	5
4. Financial Proposal: <ul style="list-style-type: none"> • Lump Sum Fee. 	40
5. Innovation	5
Total Points:	100

6.0 Terms and Conditions

6.1 Governing Law

Federal and Provincial laws shall govern the interpretation and performance of any agreement with the Town of Yarmouth regarding the Phase 4 Concept Streetscape Design. Any action brought to enforce any provision of an agreement shall be brought in the appropriate courts of the Province of Nova Scotia. The parties understand and expressly agree that any claims, demands, or actions asserted against the Town of Yarmouth, its agents and employees shall be brought only in the court system of the Province of Nova Scotia.

6.2 Disclosure / Confidentiality

The Town and submitting proponents will make every effort to maintain confidentiality relevant to submitted proposals and information provided for in this Solicitation process. News releases by a proponent pertaining to this RFP, or any portion of the project shall not be made without prior written approval from the Town of Yarmouth. Violation of this requirement is deemed to be a valid reason for disqualification of the proponent. The proponent will also not initiate any publicity relating to this acquisition process before the selection decisions are final.

6.3 Final Agreement

This solicitation does not contain all terms and conditions necessary for conducting business with the Town of Yarmouth.

6.4 Gratuities

The Town of Yarmouth may, by written notice to a proponent, cancel any contract if it is found by the Town of Yarmouth that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the proponent, or the agent or representative of the proponent, to any employee or agent of the project with a view toward securing favorable treatment with respect to the awarding or amending, or making any determinations with respect to performing of such contract.

6.5 Insurance and Workers Compensation

General Liabilities

The undersigned is to carry and keep in force Public Liability Insurance in a form equivalent in terms of coverage to the industry standard Commercial General Liability for all services provided to and on behalf of the Town of Yarmouth and the amount of coverage shall be not less than Two Million dollars (\$2,000,000.00) per occurrence and to indemnify and save harmless the Town in the event of any damages, suits, or actions as a result of damages, injuries or accident done to or caused by them, or their employees or relating to the prosecution of the works or any of their operations or caused by reason of the existence or location or condition of any materials, plant or machinery used there on or therein, or which may happen by reason thereof, or arising from any failure, neglect, or omission on their part, or on the part of any of their employees, to do or perform any or all of the several acts or things required to be done by them or under them and by these conditions, and covenants and agrees to hold the Town harmless and indemnified for all such damages and claims for damages. A copy of the Commercial General Liability Insurance (or certificate of insurance) covering the legal liability of the submitter for injuries to, or death of, persons and/or damage to property of others for limits of not less than two million dollars (\$2,000,000.00) per occurrence for bodily injury and property damage with an insurer and in a form satisfactory to the Town will be furnished. Such insurance shall have the Town as a named insured and shall contain cross liability coverage and preclude subrogation by the insured against the Town of Yarmouth.

The undersigned is to carry and keep in force Professional Liability Insurance in an amount not less than \$2,000,000 providing coverage for acts, errors and omissions arising from their professional services performed under this agreement. The policy self-insured-retention / deductible shall not

exceed \$10,000 per claim and if the policy has an aggregate limit, the amount of the aggregate limit shall be double the required per claim limit. The policy shall be underwritten by a company licensed to conduct business in the Province of Nova Scotia and be acceptable to the Town. The policy shall be renewed for 3 years after contract termination. A certificate of insurance evidencing renewal will be provided for each and every year.

Appendix A - Phase 4 Concept Streetscape Design Project Area

