



The Corporation of the Village of Burk's Falls

Request for Proposals

Blue Bird (Theatre) Upgrades- Painting

Official proposal closing date/time:

Thursday, February 12, 2026, at 2:00 p.m. (LOCAL TIME)

Sealed proposals, clearly marked "Blue Bird Upgrades- Painting" are to be delivered to:

**Camille Barr, Deputy Clerk
Village of Burk's Falls
172 Ontario Street
Box 160
Burk's Falls ON P0A 1C0**

1.0 INTRODUCTION

The Village of Burk's Falls is a single-tier municipality located approximately 265 kilometres (165 miles) north of Toronto along the Highway 11 corridor, between Huntsville and North Bay, at the junction of Highways 11 and 520 in the District of Parry Sound. The Village encompasses 780 acres and includes 435 households, with a population of 981 residents who enjoy small-town living within convenient proximity to larger urban centres.

The Village owns and operates the *Blue Bird*; a community cinema originally opened in 1947 and is inviting "Request for Proposals" from qualified contractors for enhancements to the theatre lobby. The scope of work includes, but is not limited to, the preparation and painting of lobby walls, trim, and concession stand. All work must be completed to a high standard of workmanship and in full compliance with applicable building codes, safety regulations, and industry best practices.

Contractors are requested to provide, as part of their submission, detailed pricing, proposed timelines, material specifications, and warranty information.

All proposals will be reviewed by municipal staff, with a recommendation submitted to Council for final approval. Council reserves the right to accept or reject any proposal, in whole or in part.

2.0 SCOPE OF WORK

2.1 Prepare existing walls, trim, and concession stand for painting

2.2 Paint lobby walls, trim, and concession stand to completion

3.0 Responsibilities of the Successful Contractor

3.1 Observe all Village Bylaws, as amended from time to time

3.2 Complete project as proposed

3.3 Complete project on time and within budget

3.4 Dispose of refuse material at contractors' cost

3.5 Operate and maintain a safe working environment, adhering to all Workplace Safety Regulations.

3.6 Adhere to all building code requirements

3.7 Comply with provincial accessibility standards

4.0 Rights of the Village

- 4.1** Pay the Contractor at the rate set forth in the agreement within sixty (60) days of completion and inspection of the project.
- 4.2** Reserve the right to negotiate to reduce costs, provided suggested changes do not conflict with Contractor’s ability to perform duties under the terms of this agreement.
- 4.3** Have the right to terminate this contract on the grounds of breach of contract by the contractor or his/her staff. Funds so received shall be considered as liquidated damages in the hands of the Village.

5.0 Proposal Requirements

5.1 The respondent is to determine how to best to complete the project with minimal disruption to business while fulfilling the requirements outlined in this tender and include specific information on the following:

Attachments to include in the submission:

- Proof of WSIB
- Proof of Insurance and Liability

Two copies of proposal

Conflict of Interest and Confirmation Form

6.0 Submission Deadline

6.1 Proposals will be accepted until Thursday, February 12, 2026 at 2:00 p.m. in a sealed envelope clearly marked “Blue Bird Upgrades- Painting” to the attention:

Camille Barr, Deputy Clerk, Village of Burk’s Falls
172 Ontario Street; Box 160
Burk’s Falls ON P0A 1C0
Or
electronically to senioradmin@burksfalls.ca

6.2 Questions can be directed to the Deputy Clerk at email:senioradmin@burksfalls.ca until noon on February 11, 2026.

6.3 Electronic submissions will be accepted at senioradmin@burksfalls.ca

6.4 Proposals shall remain open for acceptance for a period of 90 days.

7.0 Proposal Timelines

The schedule for the project is as follows:

RFP Released	Monday, January 12, 2026
Proposal Submission Deadline	Thursday, February 12, 2026, at 2:00 p.m.
Project Award	Wednesday, February 18, 2026
Contract commencement (if awarded)	To be determined

Contracted work must be completed by May 1, 2026

8.0 Information to Bidders

8.1 Proposal Documents

The individual or firm submitting a proposal shall verify that these documents are complete and assume the responsibility to notify the Village of any discrepancies. The Village will issue any changes/additions/deletions to specifications and/or terms and conditions. Any and all addenda issued by the Village shall form an integral part of the document. The cost of complying with the addenda requirement (if any) shall be included in the price submitted by bidders. Where a Respondent finds discrepancies or omissions in the documents or instructions, or otherwise requires any clarification, the Respondent should contact the Village in writing by fax or e-mail as listed below as soon as possible.

8.2 Communications

Questions related to this Proposal's specifications or the intent of the proposed work and requirements are to be directed to the Deputy Clerk in writing by noon on Wednesday, February 11, 2026. All communications must reference "Blue Bird Upgrades- Painting" in the subject line.

Fax: 705-382-2273 Email: senioradmin@burksfalls.ca

Note that no oral explanation or interpretation shall modify any of the requirements or provisions of these TENDER documents.

Where the Village deems that an explanation or interpretation is necessary or desirable prior to the deadline, an addendum may be issued, in writing, on the Village's website for downloading by all bidders. It is the bidder's sole responsibility to check for addenda issued. Acknowledgement of Addenda is a mandatory requirement. Failure to acknowledge addenda will result in your Proposal being deemed non-compliant and not eligible for award.

8.3 Incurred Costs

The Village shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any proponent(s) prior to or subsequent to or by reason of the acceptance or non-acceptance or delay related to this proposal.

8.4 Errors and Omissions

The Village shall not be held liable for any errors or omission in any part of this RFP. The information in this RFP has been provided solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the Village nor is it necessarily comprehensive or exhaustive. Proponents are to form their own opinions and conclusions with respect to the matters addressed in the RFP.

8.5 Agreement with Terms

By submitting a tender, the Proponent agrees to all the terms and conditions of this RFP. Any electronic documents received cannot be altered with the exception of adding the information requested. To do otherwise would invalidate the proposal.

8.6 Acceptance or Rejection of Proposals

The Village reserves the right to reject any or all proposals, and to waive formalities as the interests of the Village may require without stating reasons, therefore. Notwithstanding and without restricting the

generality of this statement, the Village shall not be required to award or accept a proposal or recall the proposal at a later date:

8.6.1 When only one proposal is submitted

8.6.2 Where the lowest responsive and responsible submission exceeds the estimated cost of the goods/service

8.6.3 When all proposals received fail to comply with the proposal terms and conditions

8.6.4 Where a change in scope of work or specifications is required

8.6.5 Where the proposal is not in the best interest of the Village

8.7 Notice of Award

Village staff will open and evaluate each bid opportunity submission in accordance with mandatory requirements and evaluation criteria. Evaluation criteria when not listed separately will be respondents statement of understanding of area and project, methodology, experience with similar projects and pricing.

Council reserves the right to interview any, all or none of the respondents that submit a proposal to provide additional insight as to the respondent's ability to meet the requirements of the bid opportunity. Interviews may be by telephone or in person and as soon as possible after the opening.

Village staff will notify all respondents in writing and/or by email whether they are successful or unsuccessful. Council for the Village of Burk's Falls reserve the right to NOT award any or all submissions and the lowest proposal is not necessarily accepted.

Once awarded the contractor cannot assign, transfer, convey, sublet or otherwise dispose of the contract or his/her right, title or interest therein to any other person, company or corporation without previous written consent of municipal representatives, which consent will not be unreasonably withheld.

8.8 Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Village will become the property of the Village. If you wish any or all of the documents that you submit to the Village as part of this proposal to be protected from disclosure under the above legislation, please provide a signed letter enclosed with the proposal outlining the parts of the proposal to be protected. This letter will not guarantee that there will never be disclosure, but it does lay the groundwork for handling an application for disclosure by a third party under this legislation.

8.9 Budget Approval

The Village of Burk's Falls reserves the right to remove and/or delay portions of the contract depending upon approvals and or budgetary restraints, or for any other reason that may arise.

8.10 Harmonized Sales Tax (HST)

H.S.T. is applicable to the item(s) listed, however, is NOT to be included in the unit cost. Please submit all prices HST Extra.

8.11 Terms of Payment

The normal terms of payment for the Village will be net 30 days. Council meets the third Tuesday of each month to approve all expenses and invoices. It shall be the responsibility of the contractor to ensure that invoices are submitted for verification and approval the Monday prior to the Council meeting to ensure payment within their terms.

8.12 Unbalanced or Incorrect Proposal

Where the amount of an item does not agree with the extension of the estimate quantity and the tendered unit price, the unit price shall govern and both the item amount and the total proposal price shall be corrected accordingly. If both the unit price and the total price for an item are left blank, then both shall be considered a zero.

8.13 Performance

Any undue delays in the execution of the work and or costs incurred by the Village due to inefficiencies in the performance on behalf of the successful respondent shall be deemed to be the responsibility of the contractor and as such, any and all costs, as deemed appropriate and reasonable compensation for the Village will be assessed to the successful respondent.

8.14 Taking the Work Back

Where the successful contractor becomes bankrupt or insolvent, delays commencing or diligently executing the Work, abandons the work or has otherwise failed to perform any of the provision of the contract, the Village may, without previous notice and without process or suit at law, take the work out of the contractor's hands and have it completed by whatever means are considered necessary. In addition to any other remedy available in law or equity, the Village may use all monies due on the contract to correct or complete the work.

8.15 Workers Safety Insurance Board (WSIB)

The successful proponent shall be in good standing with the WSIB. A certificate of clearance from the WSIB is to be supplied to the Village of Burk's Falls upon notification of award and prior to commencing the contract. It is required to be renewed upon expiry if during the contract period.

8.16 Accessibility for Ontarians with Disabilities Act, 2005 (AODA)

New requirements of the AODA passed by the Ontario Legislature with the goal of creating standards to improve accessibility across the Province are now in effect. All private sector organizations in Ontario were required to comply with the Customer Service Standards by January 12, 2012.

Businesses and individuals that the Village has contracted to provide goods or services to customers must ensure that their employees, agents and subcontractors are trained on providing accessible customer service.

8.17 Corporate Health and Safety Policy

The successful Respondent will be required to provide a copy of their Health and Safety Policy including their program of implementation of this policy.

Under the Duties of Employer and Other Persons, (Section 25(2) (j) of the *Occupational Health and Safety Act*) the Act states:

(2)Idem - Without limiting the strict duty imposed by subsection 1, an employer shall;

(j) Prepare and review at least annually a written occupational health and safety policy and develop and maintain a program to implement the policy. This section of the Occupational Health and Safety Act is clear. An employer is required to have the above in place no matter how small or large a business. The Village requires that this information be part of the required documentation for contract award.

The contractor shall indemnify and hold harmless the Village, Council, their agents and employees for any contraventions of the *Occupational Health and Safety Act*, (most current legislation) and for all legal costs incurred in the event that charges are brought against the owner pursuant to the act.

8.18 Indemnity

The successful contractor will indemnify and save harmless the Village, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered by the Village at any time where the same or any of the them are based upon or arise out of or from anything done or omitted to be done by the contractor or their firm, excepting always liability arising out of the independent acts of the Village.

8.19 Insurance

The Proponent shall maintain and pay for Comprehensive General Liability Insurance with an insurer acceptable to the Village. This insurance coverage shall be subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof for any one occurrence. In addition, Professional Liability Insurance is required, in an amount of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence. All required insurance would be endorsed to provide the Municipality within 30 days advance written notice of cancellation or material change. The Service provider will provide the Municipality with evidence of the required insurance, in the form of a completed Certificate of Insurance, immediately following execution and delivery of the Contract that names the Village as an additional insured.

8.20 Employees / Subcontracting

Subcontracting is prohibited. That awarded proposal must state all individuals to be employed as part of this project.

8.21 Conflict of Interest

The proponent shall identify and detail any potential conflict of interest in the proposal.

FORM: Confirmation and Conflict of Interest

To the Corporation of the Village of Burk's Falls, Hereafter called the "Owner":

I/WE _____ the undersigned declare:

- THAT no Person(s), Firm or Corporation other than the one whose signature(s) of whose proper officers and the seal is or are attached below has any interest in this Proposal or in the Contract proposed to be taken.
- THAT this Proposal is made without any connections, knowledge, comparison of figures or arrangements with any other company, firm or person making a Proposal for the same Work and is in all respects fair and without collusion or fraud.
- I/WE represent that no member of the Council, and no officer or employee of the Owner, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work or business in connection with the said Contract, or in any portion of the profits thereof, or of any supplies to be used therein, or in any monies to be derived there from.
- THAT I/WE hereby submit the following Proposal and agree to meet the goals of this Proposal with all Proposal requirements met, and to accept in full payment therefore, in accordance with the prices and terms set forth in the Proposal herein.
- THAT this Proposal is irrevocable and open to acceptance until the Agreement is executed by the awarded Respondent for the said Work or Sixty (60) Working Days, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Owner may at any time within that period without notice, accept this Proposal whether any other Proposal has been previously accepted or not.
- THAT the awarding of the Proposal, by the Owner is based on this submission, which shall be an acceptance of this Proposal.
- THAT if the Proposal is accepted, I/WE agree to complete the scope of work within the scheduled timeframe. If I/WE fail to do so, the Owner may accept the next lowest or any Proposal or to advertise for new bids and I/WE also agree to pay to the Owner the difference between this Proposal and any greater sum which the Owner may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement for new bids, and shall indemnify and save harmless the Owner and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part.

Signature

Date

Proposal:

Final Completion Date: May 1, 2026

	Sub Total	HST	Total
Blue Bird Lobby Painting	\$	\$	\$
Details of proposed work:			

Additional Disbursements (Itemized):

_____ @ \$ _____

_____ @ \$ _____ \$ _____

Total Bid Amount (Upset Limits)

\$ _____

(Schedule can be modified for ease of bid but Total Bid Amount is final)

- The undersigned affirms that he/she is duly authorized to execute this bid.

NAME: _____

BIDDER'S SIGNATURE AND SEAL: _____

POSITION: _____

WITNESS: _____

POSITION: _____

(If Corporate Seal is not available, documentation should be witnessed)

DATED AT THE _____

THIS _____ DAY OF _____ 2026

Note: Failure to provide the complete Form of Proposal, submitted as an original document, complete with original authorized signature(s), at time of Proposal closing, will result in the Proposal submission being disqualified and not considered for award.