

The Corporation of the Village of Slocan

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Request for Proposals

Village of Slocan

HAROLD STREET NORTH – DETAILED DESIGN PLAN

RFP-2022-02

Closing Location:

Village Office: 503 Slocan Street

Mailing Address: PO Box 50 Slocan BC V0G 2C0

Closing Date and Time:

3:00 p.m. Pacific Time

June 30th, 2022

Submit To:

Michelle Gordon

Chief Administrative Officer

Phone: 250-355-2277

Email: cao@villageofslocan.ca

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1.0 INTRODUCTION

The Corporation of the Village of Slocan ("The Village") is seeking Proposals from qualified consultants to accomplish "Detailed Design Phase 01" as outlined in the *Harold Street North Conceptual Design Plan – Summary Report*, for revitalization and beautification of the two block Harold Street North commercial corridor, between Delany Ave and Ward Ave in Slocan, as set out in Section 4.0: Scope of Work, of this RFP. The Village requires professional services in civil engineering, electrical engineering, and landscape architecture, to complete a detailed design plan, detailed cost estimation, and tender set documents for the 'Harold Street North' improvements. A detailed survey of the project site will be required to accurately locate all existing infrastructure, topography, drainage, building envelope, and lot lines.

2.0 DEFINITIONS & ADMINISTRATIVE REQUIREMENTS

2.1 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

- a) "Village" means the Corporation of the Village of Slocan or the area within the boundaries of the Village of Slocan.
- b) "CAO" means the Chief Administrative Officer for the Village of Slocan.
- c) "Village" means the Corporation of the Village of Slocan or the area within the boundaries of the Village of Slocan.
- d) "CAO" means the Chief Administrative Officer for the Village of Slocan.
- e) "Contract" means the written agreement resulting from this Request for Proposal executed by the Village and the Consultant.
- f) "Consultant" means the successful Proponent to this Request for Proposal who enters into a written contract with the Village.
- g) "Council" means the Council of the Village.
- h) "Must", "shall" or "mandatory" means a requirement that must be met in order for the proposal to be considered.
- "Proponent" means an individual or a company that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.
- i) "Proposal" means a submission in response to this Request for Proposal.
- k) "Request for Proposal" and "RFP" means this Request for Proposal.

2.2 TERMS AND CONDITIONS

The following terms and conditions apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the Village.

2.3 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format but as a separate Proposal and clearly marked as an alternative solution.

2.4 CHANGES TO PROPOSALS

By submission of a written notice, a Proponent may amend or withdraw its Proposal prior to the Closing date and time.

Upon Closing, all Proposals become irrevocable. The Proponent may not change the wording of its Proposal after a Closing and no words or comments may be added to the Proposal unless requested by the Village for clarification.

2.5 PROPONENT'S EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal. If the Village elects to reject all Proposals, the Village will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened Proposals, or any matter whatsoever.

2.6 FIRM PRICING

- a) Proponents shall base their Proposal on furnishing everything required to complete the "Detailed Design Phase 01" as outlined in the Harold Street North Conceptual Design Plan – Summary Report, including all labour, materials, tools, equipment, supplies, travel costs, and incidentals.
- b) Proposals must include a Proponent maximum fee including sub-consultants to complete this project.
- c) Prices will be firm for the entire Contract period.

2.7 CURRENCY AND TAXES

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes which shall be shown separately as applicable.

2.8 SUB-CONTRACTING

- a) Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by a Proponent and sub-consultant who have no formal corporate links. However, the Proponent must be prepared to take overall responsibility for successful interconnection and must be defined in the Proposal.
- b) Where applicable, the names of approved sub-consultants listed in the Proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the Village.

2.9 ACCEPTANCE OF PROPOSALS

- This RFP must not be construed as an agreement to purchase goods or services. The Village is not bound to accept the lowest priced or any Proposal of those submitted. The Village is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) The Village reserves the right to reject any Proposal and to accept any Proposal notwithstanding any non-compliance with this RFP. The Village may select any Proposal for acceptance or negotiation with the Proponent by selecting the Proposal which the Village, in its sole unrestricted discretion and on the basis of such criteria as it considers appropriate, deems to be in the best interests of the Village.
- d) If a Proposal contains a defect or fails to comply with the requirements of the RFP documents, which in the sole discretion of the Village is not material, the Village may waive the defect and accept the proposal.
- e) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocable waived any such claim.
- f) The Village reserves the right to cancel this RFP at any time for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.
- g) The Village reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.

- h) The Village reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The Village may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- The acceptance of any Proposal is subject to funding and may require approval of Council.
- After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

2.10 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Village and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Village within fourteen (14) days of the date of the Notice of Award.

2.11 LIABILITY FOR ERRORS

While the Village has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied 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. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

2.12 MODIFICATION OF TERMS

The Village reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

2.13 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents, including Proposals, submitted to the Village become the property of the Village. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Village is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while Section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Village cannot guarantee that any such information provided to the

Village will remain confidential if a request for access is made under the *Freedom of Information* and *Protection of Privacy Act*.

2.14 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Village obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Village.

3.0 PROPOSAL SUBMISSION REQUIREMENTS

3.1 PROPOSAL SUBMISSION

a) Responses should be delivered by hand, mail or email to the following location no later than 3:00 p.m. Pacific Daylight Time on Thursday, June 30th, 2022 (Closing) and should be clearly marked:

Village of Slocan - Harold Street North - Detailed Design Plan

Attention: Michelle Gordon, CAO

Village of Slocan

503 Slocan Street

PO Box 50, Slocan, BC V0G 2C0

Email: cao@villageofslocan.ca

b) Proposals are to include the following sections:

i. General:

An introductory cover letter that includes a general background overview of the Proponent, identification of similar services provided for other clients, and an outline of expected approach for successfully undertaking the project.

ii. Relevant Experience:

This section must include:

 A listing of recent relevant project experience. Project descriptions should include a summary of related work, including scope, project successes, location and length of time of project.

iii. Proposal Schedule:

This section must include:

- A schedule for completion of the project broken down by phase and task.
- A description of the tasks to be undertaken and methodologies to be used by the Proponent.
- Lead, team members and sub-consultants.

iv. Qualifications:

This section must include:

- Educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects. Resumes may be included as an appendix.
- Identification of availability and office location.

v. <u>Financial Expectations</u>:

This section must include:

- Proponent maximum fee.
- A breakdown of project costs by task in a manner that allows for easy cross-referencing of task, personnel, timing and costs:
 - For each task, include the hours estimated for each individual, including sub-consultants, showing charge-out rate, total hours, and disbursements per task; and
 - Subtotals for each phase in the project.
- Total hours and fees per individual, including sub-consultants, to be assigned for the entire project.

vi. References:

A list of references from a minimum of two (2) municipal government clients who have engaged the Proponent to complete similar projects – include the name, address and phone number of references.

vii. Conflict:

Assurance that the Proponent and any proposed sub-consultant(s) are not in a

position which may be perceived as a conflict of interest with respect to undertaking this project.

c) Proposal Format:

- i. Proposals may be either emailed with the Request for Proposal title clearly indicated in the subject line (please request confirmation of the receipt of any emailed proposals), or submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.
- ii. Facsimile submissions will not be considered.
- iii. Late proposals will not be considered.
- iv. Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures; alterations; or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
- v. The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.
- vi. Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no responsibility for documents delivered to other Village facilities and at the discretion of the CAO these may be declared disqualified.

3.2 INQUIRIES

a) All inquiries related to this RFP shall be directed to:

Michelle Gordon

Chief Administrative Officer

Village of Slocan

Telephone: 250-355-2277

Email: cao@villageofslocan.ca

- b) Inquiries will be accepted until 3:00 p.m. on Monday, June 20th, 2022.
- c) Information obtained from any other source is not official and should not be relied upon.

3.3 ADDENDA

- a) Responses to any questions that are received by the Village that affect the Request for Proposal process will be issued as addenda by the Village.
- b) Addenda will be published in the same location as the original-posted RFP. It is the responsibility of the proponent to check these locations for updates. All addenda become part of the Contract document and must be considered when responding to this RFP.
- c) Verbal answers are binding only when confirmed by written addenda.

3.4 DISCLAIMER

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Village makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Village will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

3.5 EVALUATION AND SELECTION CRITERIA

Evaluation of Proposals will be by the Village according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals.

Mandatory Criteria
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission
Proposal must be received at the Closing Location by the specified Closing Date and Time.

Point-Rated Criteria	Points Assigned	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
Experience and Qualifications	40						
Methodology – Detailed method/planning and work program	30						
Reputation and Feedback from References	10						
Cost to the Village Including Disbursements	20						
Total Points:	100						

3.6 COMMITMENT BY THE VILLAGE

- a) The Village will make available, electronically by email, upon request and at no cost to the successful Proponent, any existing Village maps, plans, reports and bylaws.
- b) The Village will provide reasonable administrative support, for the purpose of providing historical information and conducting research.
- c) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Village information.
- d) Village meeting rooms, when available, may be used at no charge to the successful Proponent and are to be arranged through Village administration.
- e) The Village will organize a project start-up meeting in July 2022 with staff, Public Works and the successful Proponent, to tour the site, review existing Village plans, and identify Harold Street problem areas concerning Stormwater Management.

4.0 SCOPE OF WORK

4.1 OVERVIEW OF SLOCAN VILLAGE

The Village of Slocan is a community in transition, situated at the south end of Slocan Lake where the lake meets the Slocan River. The downtown commercial core is found at the north end of Harold Street, with a number of businesses lining the west side of the street. Though an increasingly popular tourist destination, Slocan has abundant resources that are not fully used to capacity. In 2018, the *Harold Steet North Conceptual Design Plan – Summary Report* was completed, and provides a Vision for a refreshed downtown commercial core concept for visitors and residents. The *Harold Street North Conceptual Design Plan – Summary Report* is attached to and forms part of this RFP as 'Appendix A'.

The Harold Street North Vision and Guiding Principles, described in the Harold Street North Conceptual Design Plan, were prepared with careful consideration of the existing assets, issues, and opportunities, and the input of the community. Harold Street North will evolve into the community hub and commercial centre for the Village of Slocan. Building upon its rich environment, culture, and economy, Harold Street North will develop a strong identity through thoughtful and appropriate placemaking, improved pedestrian space and amenities, and a strong connection to the waterfront.

4.2 PROJECT OVERVIEW

The Village has received a grant from BC Rural Dividend Grant Program in the amount of \$60,500 to support the *Harold Street North – Detailed Design Plan: Development Phase 01*, based on the findings from the Harold Street North Conceptual Design Plan. With Village contribution amounts, the total budget for this project is \$75,000.

The Village seeks professional services in Civil Engineering, Electrical Engineering and Landscape Architecture to prepare a detailed survey of the project site (accurately locate all existing infrastucture, topography, drainage, building envelope and lot lines); and to complete Detailed Design, Detailed Cost Estimation and Tender Set Documents for Development Phase 01 (2 blocks: Park Ave to Delany Ave) of the Harold Street North Conceptual Design.

As outlined in the Harold Street North Conceptual Design, the detailed design plan shall include improvements to the pedestrian realm (accessibility and walkability through age-friendly/other principles); emphasize the small town character; provide framework for a theme/character that utilizes local influences; incorporates sustainable design (stormwater, energy reduction and production, local materials, etc.); improves parking and reduces maintenance costs through defined parking spaces; flexible design to accommodate special events; and adds street furniture and landscaping (designed to be wildlife-proof, attactive and functional).

As implementation of Harold Street North Conceptional Design Plan will be completed in phases as budgets allow, the detailed design of Development Phase 01 will reflect the final vision of the full concept. The Proponent must take note that to fully-implement the plan, assumptions about infrastructure have been made and are to be reflected in the detailed design. The most significant assumptions are: burial of existing electrical lines; future transition to commercial core from single family residential; wayfinding strategy to direct larger vehicles away from Harold Street; and a future community (or district) sewer system to accommodate the level of infill shown.) * Please note that the bike lane, as shown in the concept plan, will not be included and will not form part of this project.

The detailed design plan must consider and acknowledge existing waterworks and stormwater infrastructure within this corridor. Existing and proposed infrastructure will be reviewed at the July 2022 project start-up meeting.

4.3 PROJECT WORKPLAN & TIMELINE

The successful Proponent will be expected to commence the project in July 2022. The project shall be completed by November 30th, 2022. An extension of the Completion Date may be granted, at the discretion of the Village, if unforeseen circumstances restrict project progress.

The Proponent shall provide a detailed project schedule that outlines a proposed workplan and timeline. The Proponent's project schedule may include components/tasks such as project initiation, civil engineering design, electrical engineering design, landscape architectural design, detailed survey work, preparation of detailed cost estimation document, preparation of tender set documents, and project completion.

4.4 DELIVERABLES

- a) Provide completed Detailed Design Plan for Harold Street North, Phase 01 (Park Ave to Delany Ave); of the Harold Street North Conceptual Design Plan – Summary Report, as attached to and forming part of this RFP as Appendix 'A'.
 - Civil engineering works design
 - Landscape and architect design
 - Cost estimates and tender set documents
 - Detailed existing infrastructure site survey
- b) Provide one paper copy, a web compatible (.pdf) version, and a Word compatible (.doc) version of the Completed Detailed Design Plan Document;
- c) Provide copies of all relevant digital mapping files.

4.5 REMUNERATION

- a) The budget for the completion of this project is a maximum of \$75,000 (excluding GST) and inclusive of all travel and incidental costs.
- b) Invoices shall be paid by the Village for up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.
- c) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- d) Payment of monthly invoices by the Village shall be made within thirty (30) days after receipt by the Village.

5.0 CONTRACT CONDITIONS

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Village based on this RFP, the Proponent's Proposal, and any negotiations concluded pursuant to Section 2.10.

5.1 COMPLIANCE WITH LAWS

The successful Proponent will comply with all laws applicable to the work or performance of the Contract.

5.2 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in affect of the Province of British Columbia.

5.3 INDEMNITY

Notwithstanding the providing of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Village, its employee(s), agent(s), and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims), that the Village may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts or omissions, including negligent acts or omissions of the Consultant or its sub-consultant(s), servant(s), agent(s), or employee(s) under this Agreement, expecting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Village, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

5.4 INSURANCE

The successful Proponent will be required to provide and maintain professional liability insurance insuring the Consultants' liability resulting from errors and omissions in the performance of professional services under the Contract. Proof of insurance must be provided to the satisfaction of the Village.

5.5 REGISTRATION WITH WORKSAFE BC

The successful Proponent shall have Work Safe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under.

5.6 OWNERSHIP

The material produced, furnished and used by the successful Proponent as a result of this Agreement will be the exclusive property of the Village upon completion of the work.

Village of Slocan

HAROLD STREET NORTH – DETAILED DESIGN PLAN

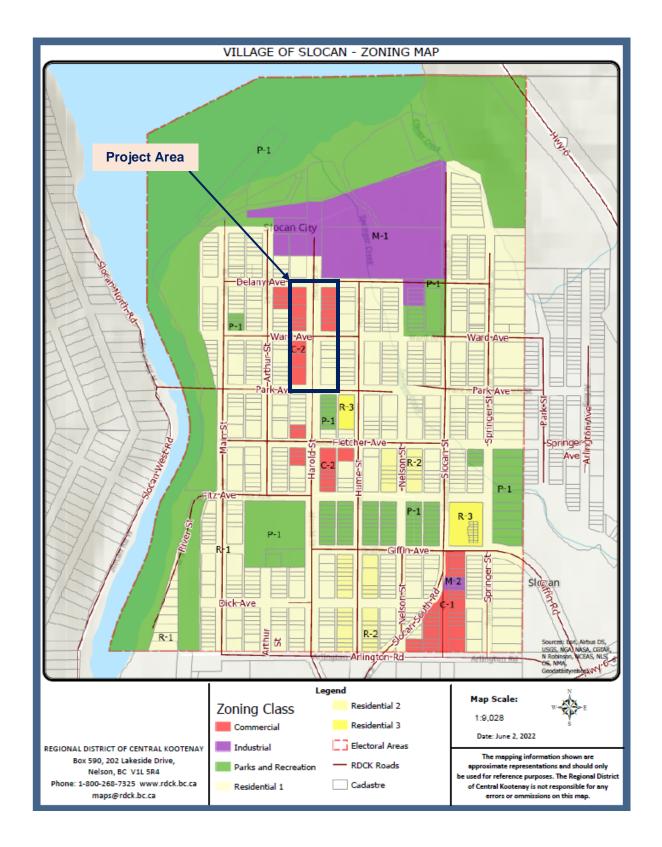
RFP-2022-02

CLOSING: 3:00 PM PACIFIC TIME ON THURSDAY, JUNE 30, 2022

This form must be completed, signed and included with the submission.

11115 101111	must be completed, <u>signed</u> and included with the submission.				
The undersigned confirms that their submission is in response to the Request for Proposals for the recruitment of a Consultant to complete <i>Harold Street North – Detailed Design Plan Development Phase 01</i> for the Village of Slocan, and the Proponent acknowledges receipt of Addenda # through Addenda #					
NAME OF FIRM:					
Address:					
Phone:					
Email:					
Eman.					
CONTACT NAME:					
Position:					
Phone:					
Email:					
Authorized Signature					
7.uuoou o.guu.u					
Name and Title					
Date					

7.0 PROJECT AREA MAP



APPENDIX A: HAROLD STREET NORTH CONCEPTUAL DESIGN PLAN – SUMMARY REPORT