



# The Corporation of the Village of Slocan

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## Request for Proposals

### Consultant Services: Village of Slocan **WATERFRONT DEVELOPMENT STRATEGY** RFP-17-001

**Closing Location:**

503 Slocan Street  
PO Box 50  
Slocan, BC V0G 2C0

**Closing Date and Time:**

4:00 p.m. Pacific Time  
May 15<sup>th</sup>, 2017

**Submit To:**

Michelle Gordon  
Chief Administrative Officer  
Phone: 250-355-2277  
Email: [cao@villageofslocan.ca](mailto: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 assist the community in developing a long-term waterfront management and development strategy, as set out in Section 4.0, Scope of Work, of this RFP.

## 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) **"Waterfront"** means the area west of the mill site, including but not limited to the public beach, boat launch, breakwater, gazebo area, trailhead, and surrounding parking areas.
- c) **"CAO"** means the Chief Administrative Officer for the Village of Slocan.
- d) **"Contract"** means the written agreement resulting from this Request for Proposal executed by the Village and the Consultant.
- e) **"Consultant"** means the successful Proponent to this Request for Proposal who enters into a written contract with the Village.
- f) **"Council"** means the Council of the Village.
- g) **"Must", "shall" or "mandatory"** means a requirement that must be met in order for the proposal to be considered.
- h) **"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.
- j) **"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 PROPOSAL VALIDITY**

Proposals will be open for acceptance for at least 14 days after the closing.

## **2.7 FIRM PRICING**

- a) Proponents shall base their Proposal on furnishing everything required to complete the project coordinator services, 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 unless this RFP states otherwise.

## **2.8 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.

## **2.9 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.

## **2.10 ACCEPTANCE OF PROPOSALS**

- a) 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 proposal 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 irrevocably 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.
- i) The acceptance of any Proposal is subject to funding and may require approval of Council.
- j) After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

## **2.11 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.

## **2.12 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.

## **2.13 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.

## **2.14 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*.

## **2.15 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 4:00 p.m. Pacific Daylight Time on Monday, May 15<sup>th</sup>, 2017, (Closing) and should be clearly marked "**Village of Slocan Waterfront Development Strategy**":

Attention: Michelle Gordon, CAO  
Village of Slocan  
PO Box 50, 503 Slocan Street  
Slocan, BC V0G 2C0  
Email: [cao@villageofslocan.ca](mailto: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. Financial Expectations:

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; and

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:

- 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.
- Facsimile submissions will not be considered.
- Late proposals will not be considered.
- 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.
- 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.
- 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 Slokan  
Telephone: 250-355-2277



Email: [cao@villageofslocan.ca](mailto:cao@villageofslocan.ca)

- b) Inquiries will be accepted until 4:00 p.m. on Thursday, May 4<sup>th</sup>, 2017.
- 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 at the Village website and on the BC Bid website. It is the responsibility of the proponent to monitor the websites to check 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.

<b>Mandatory Criteria</b>	
	➤ 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.

<b>Point-Rated Criteria</b>	<b>Points Assigned</b>	<b>Score per Criteria (Multiplier)</b>					<b>Weighted Total</b>
		<b>Poor (.3)</b>	<b>Marg (.5)</b>	<b>Fair (.7)</b>	<b>Good (.9)</b>	<b>Exc. (1.0)</b>	
Experience and Qualifications	<b>40</b>						
Methodology – Detailed method/planning and work	<b>30</b>						

program							
Reputation and Feedback from References	<b>10</b>						
Cost to the Village Including Disbursements	<b>20</b>						
<b>Total Points:</b>	<b>100</b>						

### 3.6 COMMITMENT BY THE VILLAGE

- a) The Village will make available, upon request and at no cost to the successful Proponent, any existing Village maps, plans, reports and bylaws, copies of which can be produced in-house.
- 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 Consultant and are to be arranged through Village administration.

### 4.0 SCOPE OF WORK

#### 4.1 OVERVIEW OF THE SLOCAN VILLAGE WATERFRONT

The Village of Slocan has significant public use areas on its waterfront, on the Slocan Lake and Slocan River. These areas are utilized by the public year round and are most popular during the summer months. The Village has garnered a reputation as a safe, family-friendly destination and is something the Village strives to maintain. The waterfront is becoming increasingly popular with multiple user groups, who access public infrastructure including a public beach park with picnic areas and washroom, beach volleyball court, swim dock, boat launch, breakwater, gazebo, and the Slocan Lake trailhead for the Slocan Valley Rail Trail. The area is also comprised of multiple land owners, both public and private.

#### 4.2 PROJECT OVERVIEW

The Village was successful with their funding opportunity to recruit a professional consultant to create a long-term waterfront management and development strategy for the areas located *west of the mill site*. The consultant will host stakeholder and community engagement sessions and analyze existing and new-found data to create a design plan and implementation strategy for the area. Data compiled will include landowner information inclusive of current contact information, traffic patterns and parking needs, existing and potential future uses, climate change impacts, and local/regional economic development benefits. The waterfront design plan and strategy will provide the Village and other stakeholders with a toolkit for moving forward with future development of the waterfront park area, and will plan for the health and longevity of the Slocan waterfront. Future opportunities will be inviting, practical,

environmentally sustainable, and accessible to residents and tourists alike. Slocan has abundant resources that are not fully used to capacity, and a plan or visioning document will allow the Village to use these resources to best serve the people of the Village and surrounding area. Implementation of the plan will be in partnership with key stakeholders, and it is the Village's hope that various projects stemming from the implementation plan will be addressed through future job creation partnership projects.

Slocan's Official Community Plan, adopted in 2011, supports the proposed project by aiming to maintain parks and open space along the waterfront, work with other levels of government to respect the comprehensive management plan, recognize, retain and improve existing parkland and recreational facilities, and encourage the establishment of a waterfront development plan.

#### 4.3 PROJECT OBJECTIVES, ACTIVITIES & TIMELINE

June 15 – June 30	<ul style="list-style-type: none"> <li>a) Review existing Village documents and background studies, including but not limited to: Slocan's Official Community Plan, Community Sustainability &amp; Transition Plan, Regional Economic Development Plan, crown tenure documents, waterfront meeting minutes, and any other documents, bylaws or policies applicable to this project.</li> <li>b) Confirm division, location and ownership of land located within the Slocan waterfront area.</li> </ul>
July 1 – August 31	<ul style="list-style-type: none"> <li>a) Consult with key stakeholders, including but not limited to: Slocan Village staff and Council, Slocan Valley Heritage Trail Society, Springer Creek Forest Products Ltd., Canada Pacific Railway, Ministry of Forests, Lands &amp; Natural Resource Operations, Ministry of Environment, and the Slocan Lake Stewardship Society.</li> <li>b) Observation of tourists and residents, monitoring traffic flows and parking patterns at the waterfront and surrounding areas.</li> </ul>
September 1 - 30	Prepare and analyze data.
October 1 – November 30	<ul style="list-style-type: none"> <li>a) Creation of strategy/implementation plan.</li> <li>b) Provide a final presentation to Village Council, and present at a public meeting outlining the report findings, recommendations, and final plan;</li> <li>b) Rationalize the plan by providing phased development strategies;</li> <li>c) Ensure the plan contributes to the overall image and</li> </ul>

	<p>economic viability of the waterfront;</p> <p>d) Provide continuity with existing plans.</p>
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#### 4.4 DELIVERABLES

- a) Provide a vision statement for the waterfront park area;
- b) Provide a waterfront management and development strategy for the waterfront area west of the mill site, including conceptual drawings;
- c) Provide proposed zoning changes and development regulations, if applicable;
- d) Identify and address the constraints and opportunities relating to:
  - mixed or conflicting land uses
  - temporary or long-term uses for waterfront land
  - circulation and access – vehicular, pedestrian and watercraft access
  - parking
  - landscape/streetscape beautification
  - heritage resources
  - year round vs. seasonal uses
  - special events and attractions
  - environmental risks
  - climate change and lake-level rise
  - land acquisition;
- d) Provide goals, objectives and policies for public infrastructure (including services, public space amenities such as signage, walkways, lighting, furniture, bike parking, public art, landscaping, and other public amenities such as boat washing stations, electric vehicle charging stations, public washrooms, and parking, etc.);
- e) Provide one paper copy, a web compatible (.pdf) version, and a Word compatible (.doc) version of the Document;
- f) Provide copies of all relevant digital mapping files.

#### 4.5 REMUNERATION

- a) The budget for the completion of this project is a maximum of \$10,000 (plus GST), 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 Consultant 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 Consultant may 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 Consultant 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. Upon request, the Village may consider providing the Consultant coverage under the Village's existing Work Safe BC coverage. Any such inclusion under the Village's existing coverage shall be at the Consultant's expense.

### **5.6 OWNERSHIP**

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

6.0 PROPOSAL FORM

**Village of Slocan**  
**WATERFRONT DEVELOPMENT STRATEGY**  
**Consultant Services**  
RFP-17-001

**CLOSING: 4:00 PM PACIFIC TIME ON MONDAY, MAY 15, 2017**

This form must be completed, signed 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 for developing a Waterfront Development Strategy for the Village of Slocan, and the Proponent acknowledges receipt of Addenda # \_\_\_\_\_ through Addenda # \_\_\_\_\_.

**NAME OF FIRM:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**CONTACT NAME:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**