



**VILLAGE OF BELCARRA
REQUEST FOR PROPOSAL
FOR
Planning Consultant –
2021 Official Community Plan Review**

**CLOSING: October 28, 2021
at 14:00:00 Pacific Local Time**

RFP Submissions to be received at:

The Village of Belcarra
Attention Lorna Dysart, Chief Administrative Officer
4084 Bedwell Bay Road, Belcarra, BC V3H 4P8

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1. SUBMISSION OF PROPOSALS

- 1.1. Sealed proposals will be received by the Village, to furnish the services as described herein, subject to the attached instructions, terms, specifications, and price quotation. The method of delivery to accomplish this is the responsibility of the proponent.
- 1.2. Proposals shall be submitted on the original forms provided and returned in a sealed package to:
Lorna Dysart, CAO
Village of Belcarra
4084 Bedwell Bay Road
Belcarra, BC V3H 4P8
- 1.3. To ensure that the Proposal package is identified as a time-sensitive package, please submit the response in the envelope or package clearly marked "Request for Proposal".
- 1.4. Proposals will be received until **14:00:00** pacific local time **October 28, 2021** – time to be determined by the clock on the reception computer.
- 1.5. Proposals received after the closing time will be returned unopened.
- 1.6. It is the proponent's responsibility to allow sufficient time for their agent to deliver their proposal by the time and date specified.
- 1.7. **Facsimile or electronic mail proposals will not be accepted.**
- 1.8. Proposals will be privately opened after the closing time.
- 1.9. The Village can elect to permit a correction, clarification, or amendment, in the case of any one or more non-conforming, non-compliant, or qualified Proposal, or any error, irregularity, or other failure in one or more Proposals. The Village reserves the right, in the interest of the institution, to waive any minor informality or irregularity in proposals received.

SIGNATURE PAGE

2. SIGNATURE AND ACCEPTANCE

- 2.1. Provided that this proposal is accepted within NINETY (90) calendar days from the date of closing, the undersigned offers and agrees to furnish or supply to the Village all or any part of the items and/or services upon which prices are stated, at the price set in this RFP within the time specified, and on the terms set forth in the proposal.
- 2.2. The proponent is an Individual Partnership Company (*check where applicable*) Incorporated under the laws of _____.

Name(s) and address of Individual,
Partnership or Company proposing

Date: _____

Telephone: _____

Facsimile: _____

Signature and Title of person authorized
to sign proposal:

Signature and address of witness:

3. ADDENDA

- 3.1. Acknowledgment is hereby made of receipt and inclusion of the following addenda to the proposal documents.

<u>Addendum No.</u>	<u>Date</u>	<u>Description</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

GENERAL CLAUSES

4. INTERPRETATION

- 4.1. Where used in this proposal, unless the context otherwise requires, the following words and phrases have the respective meanings set forth below:
 - 4.1.1. “the Village” means the Village of Belcarra.
 - 4.1.2. “Proponent” is defined as “an individual or a company that submits, or intends to submit, a proposal” in response to this “Request for Proposal” (RFP).

5. INSTRUCTIONS TO PROPONENTS

- 5.1. Any queries regarding the item(s) on this proposal are to be directed only to Lorna Dysart, CAO, email ldysart@belcarra.ca and facsimile (604) 939-5034.

This proposal is not to be discussed with any Village staff or Council member, other than mentioned in 5.1 above, except at the direction of Lorna Dysart, Chief Administrative Officer 604-937-4100. Proponent(s) in violation of this term may have their proposal rejected. Information obtained from any other source is not official and should not be relied upon. If information additional to that disclosed in the RFP is supplied, this information will be provided to all persons receiving the RFP. Please submit enquires to the contact person at least THREE (3) days prior to the RFP closing. Enquiries received after this time period may not be responded to.
- 5.2. The proponent is encouraged to check proposal documents for accuracy. Any changes initiated by the proponent must be endorsed by the proponent’s initials at the point of change. Violation of this condition may result in the item(s) in error being cancelled for consideration from this proposal.
- 5.3. All original proposals are to be signed in the place provided on the Signature and Acceptance section by an officer or employee having authority to bind the proposal by their signature. The signature should be witnessed, and the witness should give their address and telephone number. All other pages of the proposal should be initialled where indicated by the authorized signatory of the company in the spaces provided and **ALL** pages of the original proposal documents are to be returned when submitting the proposal to the Village.
- 5.4. Proponents should respond in detail to all Appendices in order for their submitted response to be fully evaluated. Failure to comply with this request may result in loss of points in the evaluation process.
- 5.5. The proponent understands that by submitting this Proposal you certify that:
 - 5.5.1. The prices/rates quoted have been arrived at independently from those of any other proponent;
 - 5.5.2. The prices/rates quoted have not been disclosed to any other proponent or competitor; and

- 5.5.3. No attempt has been made, nor will be made, to induce any person to submit, or not to submit, a proposal for the purposes of restricting competition.

6. CLAUSE REMOVED

7. CONTRACT DOCUMENTS

- 7.1. Proponents shall be responsible to ascertain that they are in possession of a full set of proposal documents when preparing their proposal bids.
- 7.2. Addenda to proposal documents issued prior to closing of proposal bids shall be incorporated into the proposal and become part of the proposal documents.
- 7.3. Proponents finding discrepancies, ambiguities, or omissions in the proposal documents, or are in doubt as to their meaning, shall at once notify the person identified in S. 5.1, who will make a ruling and issue an addendum. Such notification shall be made no later than THREE (3) working days prior to closing of proposals. If a ruling is not issued, proponents shall submit for the more expensive alternative.
- 7.4. Any cost incurred by the proponents in the preparation of the proposal documents will be borne solely by the proponent and the proposal documents will become the property of the Village.

8. LIABILITY FOR ERRORS

- 8.1. 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.

9. FREEDOM OF INFORMATION

- 9.1. All proposals submitted become the property of the Village and as such, are subject to the Freedom of Information and Protection of Privacy Act. To request documentation confidentiality, proponents must submit a covering letter, with their proposal, detailing the specifics of their request.

10. CONFIDENTIALITY OF INFORMATION

- 10.1. This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.
- 10.2. Information pertaining to the Village obtained by a Proponent as a result of participation in this process is confidential and must not be disclosed except as required to fulfil the obligations of the Proponent under the Agreement.

11. OWNERSHIP OF PROPOSALS

- 11.1. All documents, including proposals, submitted to the Village become the property of the Village. They will be received and held in confidence, subject to, and as allowed by, the provisions of the *Freedom of Information and Protection of Privacy Act*.

12. PROPOSAL PREPARATION

- 12.1. The format and sequence in Clause 17 Proposal Submission Format should be followed in order to provide consistency in Proponents' responses and to ensure each proposal receives fair consideration. All pages should be consecutively numbered.
 - 12.1.1. The proposal should address all factors identified in Clause 17 in the same order as they are described in the criteria. Failure to address all criteria will impair the proposal. The proposal evaluation team is not obligated to seek clarification of vague or incomplete information.

13. SERVICE STANDARD OR ALTERNATIVES

- 13.1. Services that are referenced in the Proposal by name, or otherwise are indications of a standard only. For alternate services to be considered, it must be of a standard that is equal to or better than the standard specified. Submissions with alternatives shall include descriptive literature with details of how these alternative meets or exceeds the expectations of this RFP. The decision as to whether an alternate will be acceptable will be at the sole discretion of the Village.
- 13.2. If an alternative is proposed by a proponent and accepted by the Village and the alternative, in the opinion of the Village, proves to be not equal to or better than the required standard for the Village, the service will be discontinued with all costs associated borne by the successful proponent, and the award may be revoked.
- 13.3. Proponents shall be required, if requested, to provide a list of companies and contact names who are presently, or who have in the past, utilized the alternative services.

14. PRICING

- 14.1. All prices shall be in Canadian currency, shall be shown for the total cost of the project and hourly rates provided for specific services. For example, attending a public meeting should show the total cost to have the number of individuals needed for a specified length of time and include all travel and other expenses. Costs identified herein should not include and Federal, Goods and Services Tax (GST) and Provincial Social Service Tax (PST) which will be shown separately.
- 14.2. Proposed pricing is to be entered on the Price Quotation (Appendix C—Price Quotation) attached herein.

15. DISCLOSURE OF INTEREST

- 15.1. Please complete Appendix A—Disclosure Form.

16. NUMBER OF COPIES

- 16.1. In addition to returning the **completed original** proposal document, you are requested to provide **ONE (1) additional copy**.

17. PROPOSAL SUBMISSION FORMAT

- 17.1. Table of contents for proposal, including page numbers.
- 17.2. EXECUTIVE OVERVIEW
 - 17.2.1. A general description of your proposed solution that includes the key features of your services and experience. This section should be one to two (1–2) pages in length and be in direct response to this Request for Proposal.
- 17.3. See Clause 2–Submission of Proposals
- 17.4. Sealed proposals will be received by the Village, to furnish the services as described herein, subject to the attached instructions, terms, specifications, and price quotation. The method of delivery to accomplish this is the responsibility of the proponent.
- 17.5. Proposals shall be submitted on the original forms provided and returned in a sealed package to:
 - Lorna Dysart, CAO
 - Village of Belcarra
 - 4084 Bedwell Bay Road
 - Belcarra, BC V3H 4P8
- 17.6. To ensure that the Proposal package is identified as a time-sensitive package, please submit the response in the envelope or package clearly marked “Request for Proposal”.
- 17.7. Proposals will be received until 14:00:00 pacific local time October 28, 2021 – time to be determined by the clock on the reception computer.
- 17.8. Proposals received after the closing time will be returned unopened.
- 17.9. It is the proponent’s responsibility to allow sufficient time for their agent to deliver their proposal by the time and date specified.
- 17.10. **Facsimile or electronic mail proposals will not be accepted.**
- 17.11. Proposals will be privately opened after the closing time.
- 17.12. The Village can elect to permit a correction, clarification, or amendment, in the case of any one or more non-conforming, non-compliant, or qualified Proposal, or any error, irregularity, or other failure in one or more Proposals. The Village reserves the right, in the interest of the institution, to waive any minor informality or irregularity in proposals received.

17.13. SIGNATURE AND ACCEPTANCE

Signature and acceptance must be signed by a person authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this Request for Proposal.

17.14. PROPONENT PROFILE AND SERVICES RECOMMENDED (The Plan)

Describe your company, the past experience in the services identified under this RFP, your detailed plan for completing the OCP Review as detailed herein, and details about the key personnel you will be assigning to the project with references specific to these individuals (these references are in addition to the company references below).

17.15. PRICING REQUIREMENTS

17.15.1. Reference Appendix C—Price Quotation.

17.15.2. All prices shall be in Canadian currency, shall be shown for the entire project and separate rate costs for specific services and shall include all costs and/or applicable rates and charges **except** Federal, Goods and Services Tax (GST) and Provincial Social Service Tax (PST). Show taxes separately.

17.16. PROPONENT INFORMATION

17.16.1. Reference Appendix D (S. 57 – 59).

17.17. APPENDIX A – DISCLOSURE OF INTEREST

17.18. STANDARD AGREEMENTS

17.18.1. Describe any standard agreements for all products and services that your institution as a Proponent proposes to provide to the Village and include a copy of these agreements with the Proposal.

18. SELECTION CRITERIA

18.1. For the purpose of proponent selection, a “BEST VALUE” will be employed.

18.2. All acceptable proposals received will be evaluated utilizing point ratings assigned below.

18.3. The following ratios will factor the various components to establish a total percentage score:

Criteria Description	Percentages
18.3.1. Price (Reference Appendix C—Price Quotation)	50
18.3.1.1. The lowest evaluated total cost technically acceptable proposal will score the maximum percentage allocated for price. Each subsequent proposal will be prorated accordingly.	
18.3.2. Proponent Experience Identification, References, and Company History (Appendix D plus Proponent Profile and Services Recommended)	20

Criteria Description	Percentages
18.3.3. Project Plan and its applicability and suitability for the Village (Proponent Profile and Services Recommended)	20
18.3.4. Appointed Personnel, experience and references (Reference S.58)	5
18.3.5. Added Value (Reference Clause S.59)	<u>5</u>
TOTAL	100

19. FOLLOW UP WITH SELECTED PROPONENTS

- 19.1. The Village will carefully examine all proposals and may select one or more qualified proponents deemed to be best able to meet the Village’s requirements for further consideration.
- 19.2. Selected proponent(s) may be required, on request only, to present their proposal to the Village Selection/Evaluation Committee at a time and date to be advised. Presentations will be a maximum of ONE (1) hour in length inclusive of a FIFTEEN (15) minute question and answer period. All presentations will be held at the Village location to be specified. Selected proponent(s) will be notified of the specific date, room location, and time of their presentation should the Village determine the need advantageous to this process.
- 19.3. Selected proponents’ presentation should address or cover the following:
 - 19.3.1. Overview of the proponent’s organization
 - 19.3.2. What the proponent can offer the Village in regard to:
 - 19.3.2.1. Planning Services, specifically OCP Review and Update;
 - 19.3.2.2. Role of the Village Staff required in more detail;
 - 19.3.2.3. Monthly status reviews;
 - 19.3.2.4. Pricing strategy cost plus, etc.;
 - 19.3.2.5. Value added service and opportunities; and
 - 19.3.2.6. Project timelines.
 - 19.3.3. Strategic partnership between the proponent and other organizations or manufacturers.
 - 19.3.4. Demonstration of proponent’s electronic service/incident, order tracking, inventory applications.
 - 19.3.5. Outcomes and deliverables from similar contracts.
 - 19.3.6. Question and answer period.

20. NEGOTIATION

- 20.1. The Village reserves the right, prior to contract award, to negotiate changes to the scope of the work or to the contract documents (including pricing) with the proponent or any one or more proponents, proposing the “best value” without having any duty to advise any other proponent or to allow them to vary their proposal as a result of changes to the scope of the work or to the contract documents; and the Village may enter into a changed or different contract with the proponent(s), proposing the “best value,” without liability to proponents who are not awarded the contract.
- 20.2. If a written contract cannot be negotiated with the first potential proponent, the Village may terminate negotiations with that proponent and negotiate a contract agreement with another proponent selected as the next potential proponent according to the evaluation procedure, or may choose to terminate the RFP process and not enter into any contract with any of the proponents. The Village also reserves the right to enter simultaneous negotiation with multiple proponents separately.
- 20.3. If any agreement cannot be negotiated within THIRTY (30) days of notification to the successful proponent(s), the Village may, at its discretion, terminate negotiations with that proponent(s) and may negotiate an agreement with another proponent(s) of its choice or terminate the RFP process.

21. WITHDRAWAL OF PROPOSAL

- 21.1. Proposals may be withdrawn personally, by written notice, by facsimile, or by electronic mail, provided such notice of withdrawal is received by the Village prior to the proposal closing time.

22. REVISION OF PROPOSAL

- 22.1. A proposal already delivered to the Village may only be revised in the following manner:
 - 22.1.1. The revision must be plainly referable to a particular proposal.
 - 22.1.2. Revisions to proposals already received shall be submitted only by, facsimile, electronic mail, or signed letter. The revision must state only the amount by which a figure is to be increased or decreased, or specific directions as to the exclusion or inclusion of particular words.
 - 22.1.3. Please note in the case of revisions to proposals, the Village assumes no responsibilities and the proponent assumes all risks of using facsimile or electronic mail communication for revisions. The revision must be received by the Village prior to proposal closing time. It is recommended that when a proponent makes revisions, the proponent confirm receipt by contacting the Village (see 5.1 of Clause 5–Instructions to Proponents above).

23. ACCEPTANCE OF PROPOSAL

- 23.1. This Request for Proposal should not be construed as an agreement to purchase services. Neither the Council nor the Village is bound to enter into an agreement with any Proponent that submits the lowest priced proposal or with any Proponent.
- 23.2. No Proponent will acquire any legal or equitable rights or privileges relative to the services prior to full execution of a written agreement for the services required.

24. RIGHT TO REJECT

- 24.1. The Village reserves the right to reject any or all proposals and to accept any proposal it considers advantageous. The lowest or any proposal may not necessarily be accepted if the Village determines, at its sole discretion and after appropriate investigation and evaluation, that:
 - 24.1.1. the proposal must be cancelled due to financing problems or changing economic circumstances;
 - 24.1.2. information becomes available after closing which significantly changes the original scope of work and/or the technological aspects of the proposal;
 - 24.1.3. the bid, or any of the bids, exceed the project spending approval; or
 - 24.1.4. less than THREE (3) proposals are received.

25. AWARDING OF PROPOSAL

- 25.1. Submitted proposals will be open for acceptance and will be irrevocable for NINETY (90) days. The lowest or any proposal will not necessarily be accepted.
- 25.2. The RFP, proposal submission, and any accompanying documents, including terms, instructions, specifications, and any attachments shall become part of any contract entered into between the successful proponent and the Village.
- 25.3. This proposal, if awarded, may be in whole or in part. Individual items may be deleted from the award if the price quoted is substantially higher than other competitive bids received.
- 25.4. Failure to complete the proposal document and/or proposal documents, which contain qualifying terms or otherwise fail to conform to the original proposal documents, may be disqualified or rejected.
- 25.5. Awards shall be made on Proposals that will give the greatest value based on the selection criteria herein.
- 25.6. Criteria for award or rejection of this proposal may include but not be limited to the items outlined in Clause 18–Selection Criteria.
- 25.7. Acceptance of proposal shall be by official purchase order, contract, or formal written notice.

26. FINAL ACCEPTANCE

26.1. Acceptance of the Successful Proponents’ Proposal(s) and any resulting Agreement(s) shall be subject to final approval by the Village.

27. DELIVERY DATE REQUIRED

27.1. The Village is expecting a final adoption by Council of the OCP update to be delivered before or by beginning of June 2022. Indicate expected delivery date: _____.

28. TERM OF CONTRACT

28.1. This contract shall be in effect until the project has been completed unless cancelled earlier for valid reasons. Any pricing changes and the addition or deletion of items, for any extension period or additional services, will be negotiated between the successful proponent and the Village based on the individual rates included in your proposal. Tentative effective date for this contract will be January – June 2022.

29. NON-EXCLUSIVE AGREEMENT

29.1. The Agreement(s) awarded shall not be an exclusive Agreement(s), or in any way limit the Village from dealing with any other Planning Consultants or firms for additional or related services.

30. EVALUATION PERIOD

30.1. The successful proponent and the Village will enter into an evaluation period for a period of NINETY (90) days from awarding of this proposal.

30.2. During the evaluation period the successful proponent and the Village will operate and perform in accordance with the provisions of this Request for Proposal and the proponent’s response.

30.3. The Village will evaluate the services provided by the successful proponent during the evaluation period. If at the end of the evaluation period the Village finds the services are not suitable or are not meeting the needs, the contract may be cancelled with any monies owing to the cancellation date due upon 30 days of receipt of invoice. No further compensation will be made to the contracted provider.

30.4. If the proponent is rejected and the contract cancelled, then the Village, without any further obligation to that proponent, may select another proponent as the successful proponent to complete the project.

31. ASSIGNABILITY OF CONTRACT

31.1. Any contract entered into as a result of this proposal is not assignable or sub-contractible by the successful proponent to another party except by written consent of the Village.

32. PROJECT COORDINATORS

- 32.1. The Village and the Successful Proponent(s) will designate one or more individuals to serve as project coordinator(s). Only the Village's project coordinator(s) will have authority on behalf of the Village to notify the Successful Proponent(s) that services have been accepted. The Successful Proponent's project coordinator(s) will be responsible for coordinating and supervising the delivery of the project plan. The parties agree to meet on an as and when required basis to discuss progress to date and ensure that the project is on schedule.

33. RIGHT TO CANCEL

- 33.1. The Village reserves the right to cancel any contract if services are not provided within a reasonable time and in accordance with the Terms specified in the proposal.

34. WARRANTY

- 34.1. Full details of any proponent's warranty should be attached to the proposal. Replacements will be at no cost to the Village during the warranty period.

35. INVOICING AND PAYMENT

- 35.1. The Village payment terms are Net THIRTY (30) days following acceptance of services and on receipt of invoice, whichever is later.
- 35.2. Original invoices are to be forwarded to the Accounts Payable department of the Village.
- 35.2.1. Accounts Payable
Village of Belcarra
4084 Bedwell Bay Road, Belcarra, BC V3H 4P8 email belcarra@belcarra.ca

36. ENVIRONMENTAL PURCHASES

- 36.1. The Village pursues environmentally conscious services. Wherever possible, we seek to purchase goods and services which represent minimal impact on the environment. If your company has any environmental information in respect to this proposal, please include with your submission.

37. CONTRACTOR'S EMPLOYEES

- 37.1. All persons performing services under this proposal will be employees or contractors of the successful proponent and will not for any purpose be considered agents or employees of the Village.
- 37.2. The successful proponent will pay all employment taxes or contributions imposed by law of regulation with respect to or measured by the compensation paid by the successful proponent to employees performing services hereunder and will be solely responsible for the management of all reliefs, substitutions, pay, unemployment insurance, workers' compensation, leave, uniforms, pension plan payments, medical payments, other benefits and all other matters arising out of the relationship between employer and employee.

- 37.3. The Village may, at any time, require the successful proponent to immediately remove any of their employees from the Village site or to deny any employee of the successful proponent access to the site or any part thereof, at its sole discretion and without liability hereunder.

38. SUBCONTRACTING

- 38.1. The Proponent may only subcontract the product and services identified in any Agreement executed as a result of this Request for Proposal with the prior written consent of the Village.

39. HEALTH AND SAFETY

- 39.1. The presence or risk of hazards to the health or safety of people in the vicinity of the work must be identified and actions must be taken to protect workers and other persons from such hazards.
- 39.2. The successful proponent is responsible for complying with Workers Compensation Board and the Ministry of Labour laws, policies, and procedures.
- 39.3. Prior to commencing the work, the successful proponent shall provide evidence of compliance with the requirements of the Province of British Columbia with respect to workers' compensation insurance payments and proof, in written form, of account in good standing.
- 39.4. As a condition of the contract award, the successful proponent(s) must be registered and in good standing with the WCB Assessment Department. The successful proponent(s) are required to maintain this good standing for the duration of any contract. Failure to do so will be grounds for termination of any contract and such termination shall not result in any penalty to the Village.
- 39.5. The successful proponent's employees will require WHMIS training and have had specific training in classification and use of fire extinguishers.
- 39.6. Failure of the Proponent, its employees, subcontractors, partners, and material suppliers to comply with safety requirements may result in immediate termination of the Proponent's contract by the Village as well as the recovery of any charges that may be assessed against the Village for such non-compliance on its premises.

40. LABOUR DISPUTE

- 40.1. In the event of labour disputes, the successful proponent shall ensure that services continue to be provided in accordance with the contract.

41. HUMAN RIGHTS

- 41.1. All Contractors and Sub-Contractors performing work for the Village are responsible for ensuring that every employee and worker at the place of employment for which they are primarily responsible, complies with current BC Human Rights Legislation.

42. INDEMNIFICATION

- 42.1. The successful proponent will indemnify, defend, and save harmless the Village, its employees, council and agents, from any and all losses, claims, damages, actions, causes of action, costs and expenses 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, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the proponent or of any agent, employee, officer, director or subcontractor of the proponent pursuant to this agreement, excepting always liability arising out of the independent negligent acts of the Village.

43. LIMITATION OF DAMAGES

- 43.1. The proponent, by submitting a proposal, agrees that it will not claim damages in excess of an amount equivalent to the reasonable cost incurred by the proponent in preparing its proposal for matters relating to the agreement of in respect of the competitive process, and the proponent, by submitting a proposal, waives any claim for loss of profits if no agreement is made with the proponent.

44. INSURANCE

- 44.1. The successful proponent shall provide, at his own expense, comprehensive General Liability Insurance, inclusive limits of not less than TWO MILLION Dollars (\$2,000,000.00). The Insurance may contain a deductible clause not to exceed FIVE HUNDRED Dollars (\$500.00) for property damage.
- 44.2. It is further understood that the scope of coverage to be included in the Comprehensive General liability shall include the following extension:
- 44.2.1. Broad Form Property Damage
 - 44.2.2. Occurrence Property Damage
 - 44.2.3. Personal Injury (libel, slander, malicious acts, false arrest)
 - 44.2.4. Contingent Employer's Liability
 - 44.2.5. Non-owned Automobile Liability
 - 44.2.6. Contractual Liability
 - 44.2.7. Premises, Property and Operation
 - 44.2.8. Cross Liability and Severability of Interest
 - 44.2.9. Forcible Ejection (to protect property, prevent injuries)
 - 44.2.10. Care, Custody and Control
 - 44.2.11. Professional Services
- 44.3. The Village is to be added as an additional insured under the successful proponent's liability insurance. The successful proponent must maintain said liability insurance for the duration

of the Contract and that the Village receives THIRTY (30) days advance notice of any change in terms or intent by insurers to cancel.

- 44.4. Furthermore, coverage must be written in a form and with insurers acceptable to the Village.
- 44.5. In addition, the successful proponent shall insure his owned, leased, or hired motor vehicles, required by law to be licensed for use on public highways, for public liability and property damage, limits or not less than ONE MILLION Dollars (\$1,000,000.00) inclusive.
- 44.6. The successful proponent shall carry full employee liability insurance for the whole of the work in accordance with the Worker's Compensation Act.
- 44.7. The successful proponent shall ensure that each employee is bonded for a basic amount of SEVENTY-FIVE THOUSAND Dollars (\$75,000.00) to cover loss, theft or destruction of money/securities while in the care, custody or control of the successful proponent's employees, and each policy must include a third-party endorsement in the favour of the Village.
- 44.8. When requested by the Village, the successful proponent shall provide certified copies of required insurance policies.

45. AUDIT

- 45.1. The proponent shall keep or cause to be kept on the proponent site premises or at its British Columbia main office full, true and accurate records derived from the OCP planning services rendered at the Village, to which the Village and its officers and agents or any auditor appointed by the Village shall have access at all times during regular business hours for the purpose of examination and audit (without expense to the proponent) and the proponent shall furnish the Village such statements, information and other supporting data relating to costs and services provided, as the Village may reasonably require. The Village acknowledges that financial information obtained from the proponent is for the sole purpose of this Agreement and agrees not to disclose the information so obtained, except to the extent that such information may be required as evidence in any litigation or other legal proceedings.

46. RELATIONSHIP MANAGEMENT

- 46.1. The Village will perform regular monthly meetings to review the relationship with the successful proponent and to provide an opportunity for the following:
 - 46.1.1. Review timeline and adherence to deadlines;
 - 46.1.2. Upcoming deliverables;
 - 46.1.3. Technical updates; and
 - 46.1.4. Information the contractor considers helpful to the business of the Village.
- 46.2. The Village will perform a regular review of the relationship to ensure service is satisfactory. If any deficiencies in service or support are encountered and not rectified to the satisfaction

of the Village, the Village has the option of terminating this relationship at anytime. The judgement as to those deficiencies is at the sole discretion of the Village.

47. FORCE MAJEURE

47.1. If either party hereto is unable to perform any of its obligations hereunder by reason of fire or other casualty, strike, act or order of a public authority, Act of God, or other cause beyond the control of such party, then such party shall be excused from such performance for the duration of such cause. In the event such inability to perform shall continue longer than THIRTY (30) days, either party may terminate this Agreement without further liability by giving written notice to the other party.

48. PERMITS AND LAWS

48.1. The Proponent shall comply with all laws, rules, regulations, and bylaws (whether Federal, Provincial or Municipal) in supplying the products and services sought under this Request for Proposal, and shall obtain and maintain all necessary permits, licenses or fees required for the performance of the Agreement, for the length of the Agreement.

49. GOVERNING LAW

49.1. This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia and shall in all respects be treated as a British Columbia contract.

50. TERMINATION OF CONTRACT

- 50.1. The successful proponent may terminate this Agreement for just cause upon SIXTY (60) days prior written notice to the Village.
- 50.2. The Village may terminate this Agreement without notice if the successful proponent continues to be in breach of any provision of this Agreement upon the expiry of TEN (10) days after receiving notice of the breach from the Village.
- 50.3. The Village may terminate this Agreement for just cause with THIRTY (30) days written notice to the successful proponent.
- 50.4. The Village reserves the right to cancel or terminate this contract immediately upon written notice if, in the opinion of the Village, the successful proponent is not fulfilling the terms of the contract.

51. DISPUTE RESOLUTION

- 51.1. All disputes arising out of or in connection with this proposal, or in respect of any legal relationships associated therewith or derived therefrom, shall be referred to:
 - 51.1.1. The Chief Administrative Officer for the Village and Senior Executive, Contractor, and if not resolved will be referred;
 - 51.1.2. And finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre pursuant to its rules.

52. TRANSITION AND CONTINUITY OF SERVICE

- 52.1. Continuity of Service is critical to the Village. The successful Proponent must agree to this philosophy and upon expiration of their Contract agree to:
 - 52.1.1. Exercise best efforts and cooperation for an orderly and efficient transition of the Service to a new Proponent or to the Village;
 - 52.1.2. Negotiate a plan in good faith, with the successor to determine the nature and extend of the phase-in, phase-out services required. The plan shall specify a date for work described in the plan and shall be subject to the Village's approval. The Proponent shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for in the Contract are maintained at the required level of proficiency. The Proponent may negotiate with the successor any terms and conditions for sale or transfer or ownership of any or all owned equipment and supplies.

53. USE OF ELECTRONIC DOCUMENTS

- 53.1. **Bid Documents:** The documents/files provided are the property of the Village
- 53.2. **Altering Documents:** Bidders must not electronically alter any portion of electronically issued documents with the exception of adding the information requested in the appendices. To do so will invalidate the bidder's bid or response.
- 53.3. **Disclaimer:** While precautions have been taken to ensure that files will not interfere with or cause damage to your system or its existing data, the Village accepts no responsibility for damages that may be caused by these files and makes no other warranty or representation, either express or implied, with respect to these files. These files are provided "as is," and you, the user, assume the entire risk when you use them.
- 53.4. **Waiver:** Due to the vagaries of electronic transmissions, the Village does not guarantee, nor will it be liable for the accuracy of what is read or what is transmitted.
- 53.5. **Limitation of Liability:** The Village shall not be liable for any loss of profits, loss of use, interruption of business, or for indirect, special, incidental, or consequential damages of any kind whether under this agreement or otherwise due to your use of these files.

END OF GENERAL CLAUSES

APPENDIX A—DISCLOSURE OF INTEREST

In accordance with the approved policy of the Village, all proponents shall, as a condition of supplying services to the Village as a result of this proposal make full disclosure of any business relationships within the last FIVE (5) years including any donations/gifts in excess of ONE HUNDRED Dollars (\$100.00), with any members of the Village and Council, or immediate relatives of any members of the Village and Council.

If the proponent fails to disclose an interest and/or the interest is falsely or insufficiently reported, the Village reserves the right to terminate or cancel any Agreement of any kind which may have been entered into with a proponent.

As part of the proposal process, completion and return of the Disclosure of Interest form is mandatory. Sign and return the form even if there is nothing to disclose.

If additional space is required, please add an attachment to this form.

Disclosure

Company Name _____

Authorized Signature _____ Date _____

Print Name _____ Print Title _____

END OF APPENDIX A—DISCLOSURE OF INTEREST

APPENDIX B—SCOPE OF WORK

54. GENERAL INFORMATION

- 54.1. The Village of Belcarra [Village] is a Municipal Government located within the Lower Mainland of Vancouver. Belcarra has a staff compliment of 8 staff, including full time and part time. As a Village a community is served with a population of approximately 645. For further information about the Village, please see the web site at www.belcarra.ca

55. PURPOSE OF THE REQUEST FOR PROPOSAL

Overview

- 55.1. The Village is seeking to: Engage a planning firm or individual to work with the Village to Update the Official Community Plan through a review process.
- 55.2. The Belcarra [Official Community Plan \(OCP\) \(Consolidated\)](#) was initially adopted in June 2011. Since its adoption, there have been changes to Provincial policy and legislation affecting local governments and changes to the OCP. In 2018, Belcarra Council adopted [Zoning Bylaw No. 510, 2018](#) (Consolidated).
- 55.3. The Local Government Act, Division 4 – Official Community Plans, outlined the Purpose of Official Community Plans and states that Official Community Plans describe the long-term vision of the community. OCP's are a statement of objectives and policies that guide decisions on municipal planning and land use management. These decisions impact the sustainability and resilience of a community.
- 55.4. There is the need to review the OCP. The review will develop and incorporate policy statements which reflect changes since 2011. An update to the OCP will provide for the future interests of the Belcarra community.

*In the Fall of 2018, Belcarra Council appointed a Revenue Generation Committee (RGC) and a Farrer Cove Committee (FCC), both of which have brought forward interim reports that need to be considered during an OCP Review. As well, the Evangelical Laymen's Church (ELC) may request a change to the zoning of their property.

<https://belcarra.ca/assets/media/2019/07/4-1-1-2019-07-10-Revised-Interim-Report-Revenue-Generation-Committee-RS-1-Zoning-Amendment.pdf>

<https://belcarra.ca/assets/media/2020/04/4.1-2019-09-30-RGC-Interim-Report-to-Council-Road-Ends-Policy-Actions-full-report.pdf>

<https://belcarra.ca/assets/media/2020/04/4.1-2019-04-24-RTC-Farrer-Cove-Progress-Report-REVISED.pdf>

- 55.5. Given the need to update the OCP and to ensure that the OCP reflects the views of the community, a process has been proposed that will be led by an 11 Member Official Community Plan (OCP) Review Committee. The primary purpose of the OCP Steering Committee is to lead the OCP Review process, supported by a planning consultant that will guide the processes.

- 55.6. The Committee, with support from the planning consultant, will seek input, comments, and feedback in a regular and timely manner. Mechanisms will be developed in this regard including a page on the Belcarra Website, public meetings / workshops, public email notices, mail drops, social media outreach, and other identified processes. The Primary objective of the Review Committee is to deliver to Council a series of OCP recommendations that have been vetted through the public process. When the OCP Committee review is completed, it will go forward to Council for a final review and adoption.
- 55.7. The role of the planning consultant will be:
- 55.7.1. To develop, administer and complete a project plan for the OCP review and update. The general plan should be included with the RFP response and will be adjusted according to Council, OCP Committee or staff recommendations.
 - 55.7.2. Work and coordinate with Village staff and the OCP Review Committee throughout the process.
 - 55.7.3. Participate in OCP Review Committee meetings (approximately 1 per month).
 - 55.7.4. Plan and conduct public engagements and outreach approved by Council, the OCP Review Committee and/or staff liaisons to the project.
 - 55.7.5. Attend and lead all public engagements and outreach events.
 - 55.7.6. Prepare reports based on feedback and input received from public engagements and outreach events.
 - 55.7.7. Draft OCP documents that conform to legislative requirements and include, but not be limited to the appropriate input from Council, the public, the OCP Review Committee, other related documents (see above 55.4 and 55.5) and staff.
 - 55.7.8. Draft reports to be presented by the planning consultant at Council meetings including updates on the process, public engagement feedback, draft OCP, etc., as directed by the staff liaison.

This is not an exhaustive list but is provided to guide the proponent in their response. The Village will be looking for comprehensive plans from the proponents that address what would be needed to achieve the goal of reviewing the OCP and creating a renewed OCP with the appropriate input gathered.

END OF APPENDIX B—SCOPE OF WORK

APPENDIX C—PRICE QUOTATION

56. PRICING REQUIREMENTS

- 56.1. The Proposal should clearly indicate the total contract cost plus unit pricing for each applicable service (e.g. hourly rates for key consultants, cost for specific services such as attending Committee Meetings, Public Engagement Activities, etc. Proponents should follow the specific pricing requirements as described in S. 14—PRICING REQUIREMENTS.

We offer to supply, to the Village, all or any of the services indicated below, at the prices shown, GST and PST shown extra, and on the terms set forth in the proposal.

Attach a sheet outlining the:

Total Contract Cost \$ _____

Breakdown of Specific Costs

Service A \$ _____

Service B \$ _____

Senior Planning Consultant \$ _____

Planning Consultant \$ _____/hr

Planning Technician \$ _____/hr

Any other relevant cost you believe applicable to this breakdown.

END OF APPENDIX C—PRICE QUOTATION

APPENDIX D—PROPONENT INFORMATION

For extended responses to any of the following questions, proponent may attach supplemental sheets on a per question basis.

57. PROPONENT EXPERIENCE IDENTIFICATION, REFERENCES, AND COMPANY HISTORY

NOTE: You may use this form, or provide your own formatted response, however, please ensure the information provided includes the information listed below, in the order that it has been requested.

Q1. Company Name: _____

Q2. Address of Local Office: _____

Q3. Telephone Number: _____

Q4. Address of Head Office: _____

Q5. Telephone Number: _____

Q6. Workers' Compensation Board Registration Number: _____

Q7. How long has your company been licensed to provide Planning Services in the Province of British Columbia?

Q8. Provide Names and other requested information for the following Company personnel:

<u>Description/Title</u>	<u>Contact Name</u>	<u>Number of Years at Firm</u>
Senior Manager	_____	_____
Operations Supervisor	_____	_____
Senior Planner	_____	_____
Planning Technician	_____	_____

Q9. List of THREE (3) client sites at which your company currently provides or recently has provide Planning Services, specifically in relation to Official Community Plans. These may be contacted by the Village for performance references.

	<u>Company</u>	<u>Contact Name</u>	<u>Telephone</u>	<u>Hr/Week</u>
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____

Q10. List THREE (3) additional client/job sites, **specifically public-sector agencies**, at which your company currently provides Planning Services, specifically in relation to Official Community Plans. The Proponent should include references from three public sector institutions of similar size and having similar service requirements as the Village. At least one reference should be from a municipality or other government agency and at least one reference should be from a client in the Greater Vancouver area. The Village reserves the right to conduct client reference checks on these and other known clients.

	<u>Company</u>	<u>Contact Name</u>	<u>Telephone</u>
4)	_____	_____	_____
5)	_____	_____	_____
6)	_____	_____	_____

Q11. The successful proponent will be required to designate a representative to whom the Village may refer its requests, problems complaints, etc. If your company is the successful proponent, whom will it appoint as the “designated account representative”?

<u>Name</u>	<u>Title</u>
_____	_____

58. APPOINTED PERSONNEL

Please give a brief biography of your company’s designated representatives’ background, with emphasis on planning (OCP) experience in a municipal setting.

Q12. Briefly describe the history of your company, with emphasis on local operations and the organization structure of the Company's local management.

59. ADDED VALUE

Q13. Describe any special, unique, or superior qualities that your company possesses which make it the ideal company to provide Planning Services to the Village.

Q14. Describe or provide any other information (such as specific service offerings, expertise, approach, etc.) which you feel is relevant to or unique regarding your ability to assist us with the provision of Planning Services for OCP Review and Update, of which has not been addressed through any of the requirements specified herein.

Q15. The Village seeks to partner and align itself with a company or individual who understands its needs, wants, and strategic direction. Describe in detail how your company could provide leadership, creativity, and innovation in meeting the Village requirements.

Q16. The Village encourages creative solutions/bid responses. Describe any additional opportunities or added value that you wish to include with your proposal.

END OF APPENDIX D—PROPONENT INFORMATION