



## REQUEST FOR PROPOSAL

RFP 2018 – 03

# Cairnsmore Sustainable Neighbourhood Plan

City of Duncan, Development Services Department

**Attention: Emmet McCusker, Director of Public Works and Development Services**

City of Duncan, 200 Craig Street,

Duncan, BC, V9L 1W3

**Submission Deadline: - March 26, 2018**

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## REQUEST FOR PROPOSAL

### RFP PROGRAM TITLE: CAIRNSMORE SUSTAINABLE NEIGHBOURHOOD PLAN

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#### **DEFINITIONS**

“**CONTRACTOR or CONSULTANT**” means the Proponent whose Proposal has been accepted by the City of Duncan and is awarded a contract by the City of Duncan to carry out the Work.

“**CoD**” means the City of Duncan.

“**PROPONENT**” means the responder to this RFP.

“**PROPOSAL**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“**RFP**” means this Request for Proposal.

“**WORK**” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

#### **1.0 - INTRODUCTION**

##### **1.1 PURPOSE**

The City of Duncan is actively seeking professional services for the completion of a sustainable local area plan for the Cairnsmore neighbourhood. The purpose of this plan is to determine future directions for the Cairnsmore neighbourhood by meeting the needs and desires of residents, employees, businesses, and visitors, both in the present and in the near future.

##### **1.2 BACKGROUND**

The City of Duncan is the heart of the Cowichan Valley on southeastern Vancouver Island. The mild climate and long agricultural growing season are particularly unique in Canada, making Duncan a prime destination for tourists and for retirees looking to settle. Around 5,000 people call Duncan home. However, the City acts as the regional hub and cultural centre for about 80,000 Cowichan Valley residents and countless visitors. The downtown area is particularly rich with activity and vibrancy, with its many locally-owned shops, cafés, restaurants, public spaces, and year-round outdoor market.

The City of Duncan is one of the smallest cities by area in Canada at just two square kilometers (0.8 square miles). It contains five neighbourhoods, one of which is Cairnsmore in the northwestern portion of the City. In 2015, the City collaborated with its neighbour, the Municipality of North Cowichan, on the University Village Sustainable Local Area Plan containing portions of both municipalities. It is the goal of the City to eventually create a Local Area Plan for each neighbourhood within the City itself.

Low-density residential development characterizes the Cairnsmore neighbourhood, although some medium-density residential, community services, and commercial land uses are located along Government Street and Cairnsmore Road. The neighbourhood covers 0.5 km<sup>2</sup>—approximately one-quarter of the City. The area is located in proximity to downtown Duncan, as well as the Cowichan District Hospital and other services.

Duncan’s key economic sectors include tourism and the service industry. Regionally, forestry and agriculture also play vital roles in the local economy.

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The overarching plan acting as the guiding document for decision-making in the City is the *Official Community Plan*, adopted in 2007. This Plan contains objectives and policies to manage growth, support a thriving economy, encourage responsible stewardship of the environment, enhance community connections, provide for a safe and healthy community, and provide for a well-serviced community. The Cairnsmore Sustainable Neighbourhood Plan shall be well-aligned with the objectives and policies contained within the *Official Community Plan*.

In 2013, Duncan adopted an Integrated Community Sustainability Plan, which carves a path towards sustainability to 2040. The Plan identifies four priorities for sustainability:

1. To reduce and eventually eliminate Duncan's contribution to conditions that undermine people's ability to meet their basic needs (e.g. unsafe working conditions, inadequate income, etc.)
2. To reduce and eventually eliminate Duncan's contribution to the ongoing physical degradation of nature (e.g. overfishing, overharvesting of forests, etc.)
3. To reduce and eventually eliminate Duncan's contribution to the progressive buildup of synthetic materials produced by society (e.g. dioxins, PCBs, DDT, DPA)
4. To reduce and eventually eliminate Duncan's contribution to the progressive buildup of materials extracted from the Earth's crust (e.g. fossil fuels and heavy metals)

The Community Energy and Emissions Plan, adopted by Council in 2015, contains an Action Plan including promoting energy efficiency in buildings and heating technology, investigating district energy opportunities, implementing green building standards, and encouraging densification in appropriate areas.

Other documents to be reviewed to inform the Neighbourhood Plan:

- Active Transportation Plan
- Age-friendly Seniors Safety Project Reports
- Citizen Satisfaction Survey
- Climate Action Revenue Incentive Program Reports (CARIP)
- Integrated Community Sustainability Plan
- Joint Trail Network and Cycling Plan (Duncan, North Cowichan, and CVRD)
- University Village Sustainable Local Area Plan
- Urban Forest Strategy and Tree Protection Bylaw
- Relevant Bylaws (Zoning (including a new Zoning Bylaw currently in the adoption process, Works and Services, etc.)

These documents can be referenced at [www.duncan.ca/city-hall/mayor-council/reports-and-publications/](http://www.duncan.ca/city-hall/mayor-council/reports-and-publications/) or by doing a search on the City's website [www.duncan.ca](http://www.duncan.ca)

## **2.0 - INSTRUCTIONS TO PROPONENTS**

### **2.1 SUBMISSION OF PROPOSALS**

The Proposal and their envelopes should be clearly marked with the name and address of the Proponent and the RFP program title. The sealed envelope should be addressed to the following:

**EMMET McCUSKER  
DIRECTOR OF PUBLIC WORKS AND DEVELOPMENT SERVICES**

**CITY HALL  
200 CRAIG STREET  
DUNCAN, BC V9L 1W3**

**Office No. (250) 746-6126, Fax No. (250) 746-6129**

**Email:** emmet@duncan.ca

Proposals are to be received on or before the **Closing Time** of:

**TIME: 2:30 p.m. local time**

**DATE: March 26, 2018**

Proposals (3 hard copies) will be accepted until the Closing Time specified. It is the Proponent's sole responsibility to ensure its Proposal is received at the address set out above by the Closing Time.

Proponents wishing to make changes to their Proposals after submission but prior to the Closing Time may do so by submitting the revisions by fax, email or hard copy. It is the Proponent's sole responsibility to ensure the revisions are received by the CoD prior to the Closing Time.

Proposals received after the Closing Time may not be accepted or considered.

### **2.2 INQUIRIES**

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by CoD. All Addenda are to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

### **3.0 - GENERAL TERMS OF PROPOSAL PROCESS**

#### **3.1 PROPOSAL PREPARATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against CoD will be accepted. CoD shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

#### **3.2 PROPOSAL EVALUATION**

CoD recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore CoD may prefer a Proposal with a higher price, if it offers greater value and better serves CoD’s interests, as determined by CoD, over a Proposal with a lower price.

CoD, at its sole discretion, reserves the right to:

- Reject any or all Proposals whether complete or not;
- Reject any Proposal it considers not in its best interests;
- Waive any minor irregularity or insufficiency in the Proposal submitted;
- Not be liable for misunderstandings or errors in the Request for Proposals;
- Issue addenda to the Request for Proposals;
- Contact references provided by the Proponents;
- Retain independent persons or contractors for assistance in evaluating Proposals;
- Request points of clarification to assist CoD in evaluating Proposals;
- Negotiate changes with the successful Proponent; and
- Withdraw the Request for Proposal.

#### **3.3 PROPOSAL PRESENTATION**

CoD reserves the right to request one or more of the Proponents whose submissions are of particular interest to CoD, to make oral presentations to CoD.

#### **3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of CoD and will not be returned to the Proponent. CoD will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that CoD is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;

- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information, the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

### **3.5 CONFLICT OF INTEREST**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with CoD, its elected or appointed officials or employees, any property ownership direct or indirect in the jurisdiction. CoD may rely on such disclosure.

### **3.6 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

### **3.7 LITIGATION**

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against CoD in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.

### **3.8 NO CONTRACT**

This RFP is not a tender and does not commit CoD in any way to select a preferred Proponent. By submitting a Proposal and participating in the process as outlined in this RFP, Proponents expressly agree that no contractual, tort or other legal obligation of any kind is formed under or imposed on CoD by this RFP or submissions prior to the completed execution of a formal written Contract.

### **3.9 ACCEPTANCE OF PROPOSAL**

The acceptance of a Proposal will be made in writing from CoD and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with CoD to perform the works or services set out and agreed upon in the Proposal.

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The agreement that the successful Proponent will be expected to execute with CoD will contain terms similar to those contained in the MMCD Standard Client Consultant Agreement. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

### 3.10 PROPOSAL CONTENT

Content to be included in the Proposal, but not limited to:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with CoD. State his/ her position and professional discipline. Describe the work to be performed by the project manager, his/ her qualifications and substantive experience directly related to the proposed Work.
- Proposed Project Team: The Proposal shall list key individuals including the project manager who will have major responsibilities for the performance of the Work. Describe the work to be performed by each listed individual and their qualifications in terms of education and substantive experience directly related to the proposed project.

The Proposal should include the following endorsement:

*"Identified Key Project Team members shall only be replaced with written approval of the CoD."*

- Methodology: The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, resources, budget, and quality control. Discuss how each task will be carried out and what services or interaction is required from/ with CoD. Suggest alternatives, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use relevant to the required services.
- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering services for the experience cited.

### 3.11 SUBCONTRACTORS

The Proposal shall include the company name of all sub-contractors and sub-consultants proposed to be used in the performance of the Work with a description of the work they would be performing.

The sub-contractors and sub-consultants listed in the Proposal may not be changed without the written consent of CoD. If CoD so requires, the Proponent shall be prepared

to confirm to CoD the competence of sub-contractors and sub-consultants prior to acceptance of the Proposal.

### **3.12 PROPOSAL CONTENT & INNOVATION**

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost saving initiatives, improved environmental impacts, improved public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

### **3.13 WORKERS COMPENSATION ACT**

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

## **4.0 - SCOPE OF WORK AND SCHEDULE**

### **4.1 STATEMENT OF UNDERSTANDING**

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the project. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

### **4.2 SCHEDULING**

Proponents will provide a proposed project schedule indicating the tasks and deliverables.

### **4.3 PROJECT SCOPE/DELIVERABLES**

The Sustainable Neighbourhood Plan will take direction from the *Official Community Plan* and other supporting documents to effectively manage future growth and development within the neighborhood in a manner that is socially, economically, and ecologically sustainable and compatible with surrounding neighbourhoods and land uses.

The Cairnsmore Sustainable Neighbourhood Plan project will include:

- É Meeting with CoD staff, as required, for a project kick-off meeting, review interim issues that may arise during the preparation of the plan, and, if required, discuss CoD's review comments.
- É Gathering and reviewing all existing information related to the area.
- É Performing field survey work, as required, for the Plan.

- É Performing public consultation to determine needs, opinions, and desires of community/neighbourhood stakeholders;
- É Preparation of a concept plan for the area that illustrates: zones/land uses; street improvements; pedestrian, cycling, and transit connections/improvements; and, vehicular connections/improvements; public spaces;
- É Review of existing Development Permit Area Guidelines, with comment on any necessary revisions or changes;
- É Preparation of cross sections for select streets that incorporate recommendations from the Active Transportation Plan Design Guidelines;
- É Development of sustainability goals, targets, strategies for achieving goals, and an implementation and monitoring strategy including appropriate indicators;
- É Development of detailed recommendations to achieve momentum towards implementation by using such opportunities as:
  - Energy efficient building/development policies and incentives to support achieving the community greenhouse gas reduction targets;
  - Renewable energy and green infrastructure opportunities;
  - Innovative stormwater management policies;
  - Incentives to incorporate infill development; and,
  - Incentives to incorporate affordable housing

CoD may negotiate with the prospective consultant to minimize or change some of the requested duties prior to signing a contract.

## **5.0 - COMMUNICATIONS**

Regular updates to CoD project manager are required throughout the project.

## **6.0 – BUDGET, FEES AND DISBURSEMENTS**

The budget for this project is \$60,000, inclusive of all costs, fees and disbursements.

Proponent shall provide a lump sum fee. Any costs incurred by the Consultant above the submitted lump sum cost will be the sole responsibility of the Consultant unless pre-approved by CoD.

A schedule of hourly rates for all personnel proposed, equipment and disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items.

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## **APPENDIX “A”**

# **Request for Proposal Evaluation Form**

**APPENDIX “A”**

**REQUEST FOR PROPOSAL EVALUATION FORM**

Proponent's Name: _____			
Project Title: <b>Cairnsmore Sustainable Neighbourhood Plan</b>			
Evaluation Date: _____			
Evaluator: _____			
Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Design and tendering lump sum fee included		
	Construction services estimate included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent	Qualifications of firm and project team members		
	Experience of firm and project team members		
	Past Performance / References		
	Resources		
Proposal	Scope		
	Methodology		
	Environmental Performance		
	Scheduling		
	Project Team - Level of Effort		
	Clarity of Proposal		
Price	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)		
Total Score	Proponent + Proposal + Price Scores		