

# REQUEST FOR PROPOSAL



Issue Date: June 8<sup>th</sup>, 2021

## PROJECT: Consulting Services for Development Cost Charge Program

### 1. PROJECT SUMMARY:

The Town of Lake Cowichan (the “Town”) is seeking the services of an experienced engineering/planning consultant to review and recommend changes to the Town’s Development Cost Charge (DCC) program.

The consultant must be familiar with the respective provisions of the Community Charter and Local Government Act; as well as the latest “Development Cost Charge Best Practices Guide” and “Development Finance Choices Guide” documents, published by the Local Government Department of the Ministry of Municipal Affairs.

The objective of this Request for Proposal (RFP) is to provide the Town with qualified proponents capable of carrying out the work herein defined. The subsequent proponent submissions will form the basis for evaluation, interview, and selection.

The DCC review and changes will support growth and development in accordance with The Town’s current Official Community Plan (OCP) titled “Creating Our Future” which was approved in November 2019. See: [Official Community Plan](#).

### 2. DEFINITIONS:

Throughout this RFP the following definitions apply:

- a) “Town’s Designated Representatives” means the Town’s employees or representatives who are authorized in writing to deal with the Contractor on behalf of the Town in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
- b) “Town” means the municipal corporation, generally known as the Town of Lake Cowichan in British Columbia, Canada;
- c) “Closing Time” means the closing date, time, and place as set out in this RFP;
- d) “Consultant” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract with the Town to perform and to oversee the Work;



- e) “Contract Documents” means the purchase order, the Contractor’s Proposal, the RFP and such other documents as listed in the purchase order, including all amendments or addenda agreed between the parties;
- f) “Contract” or “Agreement” means the agreement formed between the Town and the Contractor as resulting from this RFP, executed by the Town and the Contractor and evidenced;
- g) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- h) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this RFP;
- j) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this RFP;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this RFP;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- m) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the Town;
- n) “Services” means the same as “Work”;
- o) “Successful Proponent” means the same as “Consultant” and
- p) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

### **3. SUBMISSION DETAILS**

3.1 Proposals shall be accepted until 3:00 pm, local time, on July 9<sup>th</sup>, 2021.

3.2 Proposals shall be addressed to:

Joseph A. Fernandez, Chief Administrative Officer  
Town of Lake Cowichan  
P.O. Box 860,  
39 South Shore Road  
Lake Cowichan BC V0R 2G0  
Email: [jfernandez@lakecowichan.ca](mailto:jfernandez@lakecowichan.ca)

3.3 Proposals shall be marked “Contract DCC 2021 – Development Cost Charge Program Review.”



- 3.4 Proposals shall be in the form of two (2) hard copies, and one additional electronic copy on a memory stick.
- 3.5 Amendments to a Proposal may be submitted in writing prior to the Closing Time, marked with the Proponent's name and the RFP title and number.
- 3.6 Proposals already delivered to the Town may be withdrawn by written notice only, provided such notice is received prior to the Closing Time.
- 3.7 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.
- 3.8 By submitting a Proposal, the Proponent acknowledges and agrees that the Town will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the Town's acceptance or non-acceptance of their Proposal or any breach by the Town of the bid contract between the Town and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

#### **4. REQUIRED ELEMENTS OF THE PROPOSAL**

The proposal should contain sufficient information to demonstrate to the Town that the Proponent(s) is qualified to provide the specified services in the appropriate time frame at the most suitable cost. Include an executive summary that provides a synopsis of the overall approach and key points in the Proposal.

##### **4.1 Corporate Experience and Project Team**

Provide sufficient information that demonstrates the Proponent's experience, reputation, and availability of resources, including the ability to meet requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP. At a minimum, include the following:

- a) Full name, address and telephone number of the submitting office of the Proponent(s) and where applicable, the name, address and telephone number of any branch office, affiliate or Sub-Proponent(s) that will be involved in the project.
- b) Identify the proposed Project Manager who will be the single point of contact, responsible for direct interaction with the Town. 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 project.
- c) Provide a list of seniority/junior team members including the Project Manager that will be working on the project and include a description of each person's role in the project, a summary of related projects and individual resumes showing experience, qualifications and roles/responsibilities on similar projects. Include any affiliates or Sub-Proponent(s) and a statement of their responsibilities, experience and expected involvement.



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- d) The Proposals should include the following endorsement: “Identified Project Team members shall only be replaced with the written approval of the Town of Lake Cowichan Chief Administrative Officer.”

#### 4.2 References

- a) A minimum of three (3) previous local government client references must be provided for related projects. Each reference must include:
- Project description including: location, dates, budget, and actual costs; and
  - Current contact name and phone number.

#### 4.3 Methodology

- a) Based on the Scope of Work, described below, define in detail the methodology as to who, what, when, where, and how the work will be done. Focus on who will do the work, including the amount and type of work performed by each team member. Discuss how each task will be carried out and what services or interaction is required from/with the Town of Lake Cowichan. Suggest alternatives, if appropriate. Identify any specialized equipment, unique approaches, or concepts or cost saving measures which your company may use that are relevant to the required services.
- b) Provide a detailed work schedule showing the major activities or tasks, order and interdependence of various milestones, sub-tasks, and deliverable for each of the required tasks, including any proposed meetings.

#### 4.4 Fees and Expenses and budget (fee proposal)

- a) The Fee Proposal shall specify a Maximum Lump Sum Fee for all Project work up to and including the completion. The Maximum Lump Sum Fee will include all costs including taxes, labour, equipment, Sub-Proponent(s), expenses, travel and disbursement costs.
- b) A schedule of hourly rates for all personnel, equipment, travel, and disbursement rates for the project are to be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.
- c) All costs incurred by the Proponent(s) above the submitted Maximum Lump Sum Fee will be the sole responsibility of the Proponent(s) unless approved by the Town in writing due to a revised Scope of Work.
- d) The Fee Proposal must include all applicable taxes, itemizing taxes as separate items.
- e) The Fee Proposal must include a detailed breakdown of effort personnel, hourly rates, travel, disbursements, tasks and firms. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.
- f) The Proponent(s) will manage their schedule, resources and budget very closely throughout the duration of this assignment. Failure to do so may result in breach of contract.
- g) The Proponent(s) will include details in their proposal on what services the Town of Lake Cowichan will need to carry out over the course of the project.



## **5. SCOPE OF WORK: OBJECTIVES GUIDELINES AND PRINCIPLES**

The primary objective of the project is to devise a DCC program and corresponding rate structure that will ensure an adequate and equitable distribution of costs associated with the provision of services necessary to support the projected growth in the Town.

### **5.1 Objectives**

- a) A review of the current and proposed policies and procedures relating to Development Cost Charges is an integral component of this project.
- b) To identify alternatives to maintaining or increase regional competitiveness in DCC rates.
- c) To provide the Town with an assessment of the range of tools available to the Town/Developers for funding DCC items (i.e. DCC Front ender agreements).
- d) To ensure the Town aligns with best practises of DCC programs in general

### **5.2 The Town’s current guidelines and principles for the DCC program and rate calculation include the following:**

- a) Rates are levied on a municipal-wide basis.
- b) DCC program and projected growth are based on “build-out” scenario of the current Official Community Plan.
- c) Charges are assessed based on the actual use of the land, regardless of zoning.
- d) There are no developments exempt from DCCs, except those specified under the Local Government Act.
- e) Single family dwellings are assessed per unit; multiple family dwellings are assessed based on units.
- f) Commercial DCCs and light industrial are based on building area.
- g) Industrial DCCs are based on gross site area.
- h) DCC projects eligible for inclusion in the program are explicitly defined with some flexibility for revisions resulting from changing development needs.
- i) Benefit allocation and cost apportionment between existing taxpayers and new development are analyzed for each group of projects, based on specific merits.
- j) There are separate DCCs for park acquisition and park development.
- k) Current Municipal Assist Factor is 1%.
- l) Single-family residential DCCs are payable at subdivision approval stage and all other developments, including multi-family residential, at the time of Building Permit issuance; or at the time of application, if sufficient information for the issuance of such permit has been submitted to the municipality. Additionally, applicants may also pay the industrial DCC at Subdivision approval if the owner elects to do so.
- m) A grace period (normally one year) has been previously offered, as notification that a new DCC bylaw is coming into effect.



Consultants should be prepared to provide comments, recommendations on the forgoing guidelines and principles.

### **5.3 Project Components**

The following components of the project are identified as a guide to the many tasks required. They are not intended to be limiting or exhaustive. Review the following documents and determine the necessary infrastructure servicing and parkland acquisition and development for the “Build Out” scenario:

- a) Current and proposed policies and procedures in the context of the “DCC Best Practices Guide” and the provisions of the Local Government Act
- b) Guidelines and Principles as outlined in Section 8.
- c) Current Development Cost Charge program, including related policies and bylaws.
- d) Land-use and zoning designations, Official Community Plans (including all amendments).
- e) Subdivision, Works and Services Bylaw and street design criteria.
- f) Lake Cowichan Employment Lands Strategy
- g) Current long range Capital Expenditure Program (CEP) for public works infrastructure
- h) Current Park DCC.
- i) Flood protection requirements as imposed by the Ministry of the Environment.
- j) Current growth and population projections, including the underlying assumptions (specifically, refer to the 2020 Housing Needs Assessment and amending conclusions prepared for Council in early 2021).
- k) Urban Futures 2010 Community-level Projections of Population, Housing & Employment.

The consultant shall utilize all tools at its disposal, including but not limited to input from Town of Lake Cowichan Public Works and Engineering Department and Administrative Services Department staff, consultation with other relevant jurisdictions, acceptable engineering practices and sound judgement, to estimate the infrastructure requirements for the DCC Program.

The consultant is expected to identify additional tasks, sub-tasks or issues necessary for the satisfactory completion of the project.

### **5.4 Project Deliverables**

- a) Update the cost estimates for the engineering infrastructure of the CEP with input provided by Town of Lake Cowichan.
- b) Review criteria for projects eligible for inclusion in the DCC program; and make recommendations with respect to the validity of all projects within the CEP.
- c) Allocate benefit and corresponding cost ratios, between existing taxpayers and new development, based on the specific merits of each group of projects.



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- d) Assess the relative impact of all developments and make recommendations with respect to a more detailed breakdown of all development categories (i.e. retail commercial, office commercial, Business Park, etc.).
- e) Determine service use criteria and equivalency factors for the identified and approved categories of development.
- f) Calculate the DCCs based on 1%, 2%, and 5% Municipal Assist Factors and determine the impact on the Town's share of the program under each option.
- g) The scope of review should include all significant and measurable cost of developing un-serviced land, using representative examples of different common types of development.
- h) Recommend updates, if necessary, to the current DCC credit/rebate policies and recommend policies relating to the implementation of Development Servicing Agreements.
- i) Recommend implementation procedure including a suggested "Grace Period".
- j) Prepare 10 copies of a draft report, outlining the policies, assumptions and calculations for review by Town staff.
- k) Allow for three presentations: public review, stakeholders' review, Council review.
- l) Incorporate review comments into the final "Background Report" for ultimate submission to the Local Government Department of the Ministry of Community, Sport and Cultural Development.
- m) Upon completion of the study, provide 10 (ten) copies of the final report to the Town.
- n) Submit to the Town a copy of the computer model used to calculate the DCCs including the required documentation for Town Staff to run the program.
- o) Identify and recommend alternatives to bring new DCC rates down in order to maintain regional competitiveness if new rates are found to be relatively high from regional perspective.
- p) Identify factors or conditions that create differences in costs between other municipalities within Vancouver Island.

## 6. Town Provided Items

The Town will provide the following items to the Successful Proponent including:

- a) Lake Cowichan Development Cost Charge Program and related Bylaws
- b) Digital mapping including legal, topographical and overlay of existing services
- c) Current long range Capital Expenditure Program (CEP)
- d) Parks DCC and Land Acquisition Plan
- e) Official Community Plan, including all amendments.
- f) Population and development projections.
- g) Subdivision, Works and Services Bylaw
- h) Lake Cowichan Construction Cost Estimating Guide
- i) Other reports and relevant reference materials in possession of the Town
- j) Lake Cowichan Employment Lands Strategy.



## 7. PROPOSAL EVALUATION CRITERIA

During the evaluation process any or all of the firms may be invited for a telephone or in-person interview at their own expense. Consultants will be evaluated specifically on:

- a) Quality of the proposal;
- b) Responsiveness to the requirements of the RFP;
- c) Qualifications and relevant experience;
- d) Understanding of the project;
- e) Quality of work experience; and
- f) Proposed budget and ability to complete the work.

The Town reserves the right to reject any or all submissions, to waive informalities and irregularities in the submissions received and accept any proportion of any submission if deemed in the best interest of the project and the Town.

All materials submitted regarding this RFT and deliverables from the subsequent contract with the successful consultant will become the property of the Town. The Town is not liable for any costs incurred by entities prior to the execution of the contract.

## 8. PROJECT SCHEDULE

The following target dates are provided for informational purposes only and are subject to change based upon circumstances:

Award of Contract and Execution of Agreement	By End of July, early August 2021
Project Completion	January 2022

## 9. AWARD of CONTRACT

The successful proponent will be required to enter into a contract with the Town in accordance with the following requirements and conditions:

- a) Confirmation of Required Insurance (See Section 13).
- a) Detailed invoices shall be submitted on a monthly basis.
- b) The Town's payment terms are Net 30 days from receipt of invoice.
- c) Confirmation of WorkSafe BC coverage.





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- d) Award of a Contract is contingent on funds being approved and the contract award being made by the appropriate Town authority.
- e) No Contract will be formed until the Contract terms have been successfully negotiated between both parties. The Town is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the Town.
- f) Where the head office of the Successful Proponent is located within the Town and/or where the Successful Proponent is required to perform the Service at a site located within the Town, the Successful Proponent should have a valid Town business license prior to Contract execution.
- g) The Town is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

### **10. RFP Review Process**

This RFP is not an agreement to purchase goods or services. The Town is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the Town reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:

- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
- b) accept a Proposal which is not the lowest cost Proposal;
- c) accept all or any part of a Proposal;
- d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the Town's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
- g) cancel the RFP process at any time and reject all submissions;
- h) not accept any Proposal in response to this RFP;
- i) reject a Proposal even if it is the only Proposal received by the Town;
- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.



By submitting an RFP the Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the Town has no contractual obligations whatsoever arising out of the RFP process.

## **11. Contract Negotiations**

The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;
- b) price – if directly related to a change or refinement in the proposed scope of work proposed by the Lead Proponent; and,
- c) specific contract details as deemed reasonable for negotiation by the Town.

If a written contract cannot be negotiated within 30 (thirty) days of notification to the Lead Proponent, the Town may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enter into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

## **12. General Terms of this RFP**

- a) All Proposals shall remain open for a minimum of 90 (ninety) days after the Closing Time, whether or not another Proposal has been accepted.
- b) The Town reserves the right to cancel this RFP for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- c) Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- d) Proponents are advised that the Town will not necessarily accept any Proposal and the Town reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the Town.
- e) A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the Town at its sole discretion.
- f) Notwithstanding the foregoing or any other provision of this RFP, the Town may in its sole discretion elect to retain for consideration Proposals which deviate either materially from



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- the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- g) The Town may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.
  - h) The Town may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
  - i) All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.
  - j) All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of Town and will not be returned to Proponents.
  - k) Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the Town, its elected or appointed officials or employees. The Town may rely on such disclosure. The Town may reject a Proposal from any Proponent that the Town judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the Town shall be grounds for immediate termination of any Contract with the Town, in the Town's sole discretion, without further liability of notice.
  - l) By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the Town or their immediate families which might in any way be seen by the Town to create a conflict.
  - m) Information about the Town obtained by Proponents must not be disclosed unless prior written authorization is obtained from the Town.
  - n) The Contractor agrees that this obligation of confidentiality will survive the termination of the Contract between the Contractor and the Town.
  - o) From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the Town, directly or indirectly, about the RFP or the Project except via the designated Contact Person.
  - p) The Town, including its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
  - q) The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the Town with respect to information, advice, or documentation provided by the Town. The information contained in this RFP is provisional and will be superseded by other agreement documents.



- r) The Town makes no representation, warranty, or undertaking of with respect to this RFP and the Town, its Designated Representatives and its directors, officers, employees, agents, Contractors and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the Town.
- s) While the Town has made 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 the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.
- t) Proponents should note that the Town is subject to the Freedom of Information and Protection of Privacy Act (British Columbia), which imposes significant obligations on the Town's Contractors to protect all personal information acquired from the Town while providing any service to the Town.

### **13. Insurance**

9.1 The Consultant shall, at his own expense, carry and keep in force during the term of these conditions, the following coverage:

- a) Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate.
- b) Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.

9.2. The Town may require a dedicated limit of the Consultant's professional liability policy be allocated to cover the Consultant's work while contracted by the Town.

9.3. The Town shall be added as an additional insured under the Consultant's comprehensive general liability insurance.

9.4. All insurance policies shall provide that they cannot be cancelled, lapsed or materially changed without at least 30 days' notice to the Town.

9.5. Prior to the commencement of the services hereunder, the Consultant shall file with the Town a copy of each insurance policy and certificate required. All such insurance shall be maintained until final completion of the service.