



Economic Development Consultant Slocan Valley Regional Economic Development Strategy

Closing Location

115 Slocan Ave PO Box 40 New Denver, BC V0G 1S0

Closing Date and Time

10:00 a.m. Pacific Time November 30th 2016

Submit to:

Bruce Woodbury
Chief Administrative Officer
Telephone: 250-358-2316 ● Fax: 250-358-7251

Email: cao@newdenver.ca

Contents

Α	INTE	NT	3
В	DEFIN	ITIONS AND ADMINISTRATIVE REQUIREMENTS	3
	1.0	Definitions	3
	2.0	Terms and Conditions	3
	3.0	ALTERNATIVE SOLUTIONS	3
	4.0	CHANGES TO PROPOSALS	3
	5.0	PROPONENTS' EXPENSES	4
	6.0	Proposal Validity	4
	7.0	FIRM PRICING	4
	8.0	CURRENCY AND TAXES	4
	9.0	Sub-Contracting	4
	10.0	ACCEPTANCE OF PROPOSALS	5
	11.0	DEFINITION OF CONTRACT	6
	12.0	LIABILITY FOR ERRORS	6
	13.0	Modification of Terms	6
	14.0	Ownership of Proposals and Freedom of Information	6
	15.0	CONFIDENTIALITY OF INFORMATION	6
C.	Ркоро	OSAL SUBMISSION REQUIREMENTS	7
	1.0	Proposal Submission	7
	2.0	Enquiries	9
	3.0	Addenda	9
	4.0	Disclaimer	9
	5.0	EVALUATION AND SELECTION CRITERIA	10
	6.0	COMMITMENT BY THE VILLAGE	10
D	Ѕсоре	OF WORK	11
	1.0	OVERVIEW OF THE SLOCAN VALLEY	11
	2.0	Project overview	12
	3.0	PROJECT OBJECTIVES AND ACTIVITIES	12
	3.1	PROJECT TIMELINE	13
	4.0	REMUNERATION	14
E	Conti	RACT CONDITIONS	14
	1.0	COMPLIANCE WITH LAWS	14
	2.0	Laws of British Columbia	14
	3.0	Indemnity	14
	4.0	Insurance	15
	5.0	REGISTRATION WITH WORKSAFEBC	15
	6.0	Ownership	15
F	PROP	OSAL FORM	16

A. INTENT

The Corporation of the Village of New Denver ("The Village") is seeking Proposals from qualified consultants to assist the community in developing a new model for economic development, as set out in Part D, Scope of Work, of this RFP.

B. **DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**

1.0 **DEFINITIONS**

Throughout this Request for Proposal, the following definitions apply:

"CAO" means the Chief Administrative Officer for the Village of New Denver.

"Community Liaison" means a member of the greater North Slocan Lake community who will be temporarily employed by the Village of New Denver to work with the qualified consultant(s), to provide local knowledge, to help build local capacity in economic development, and to facilitate the transition between consultants' recommendations and the implementation of the strategy.

"Contract" means the written agreement resulting from this Request for Proposal executed by the Village and the Consultant.

"Consultant" means the successful Proponent to this Request for Proposal who enters into a written Contract with the Village.

"Council" means the Council of the Village.

"must", "shall" or "mandatory" means a requirement that must be met.

"Proponent" means an individual or a company that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.

"Proposal" means a submission in response to this Request for Proposal.

"Request for Proposal" and "RFP" means this Request for Proposal.

"Steering Committee" means a group of representatives appointed by each partner community (New Denver, Silverton, Slocan, and Regional District Area H)

"Village" means as the context requires, the Corporation of the Village of New Denver or the area within the boundaries of the Village of New Denver.

2.0 TERMS AND CONDITIONS

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

3.0 ALTERNATIVE SOLUTIONS

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

4.0 CHANGES TO PROPOSALS

By submission of a written notice, a Proponent may amend or withdraw its Proposal

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

5.0 PROPONENTS' EXPENSES

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

6.0 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 30 days after the closing.

7.0 FIRM PRICING

- a) Proponents shall base their Proposal on furnishing everything required to complete the project coordinator services, including all labour, materials, tools, equipment, travel costs and incidentals.
- b) Proposals must include a Proponent maximum fee including sub-consultants to complete this project.
- c) Prices will be firm for the entire Contract period unless this RFP states otherwise.

8.0 CURRENCY AND TAXES

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

9.0 **SUB-CONTRACTING**

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

10.0 ACCEPTANCE OF PROPOSALS

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

11.0 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Village and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Village within fifteen (15) days of the date of the Notice of Award.

12.0 LIABILITY FOR ERRORS

While the Village has used considerable efforts to ensure an accurate representation of information in this RFP, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Village, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions with respect to the matters addressed in this RFP.

13.0 MODIFICATION OF TERMS

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

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

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

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

15.0 CONFIDENTIALITY OF INFORMATION

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

C. PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL SUBMISSION

a) Responses should be delivered by hand, mail or email to the following location no later than 10:00 am Pacific Daylight Time on November 30th 2016, (Closing) and should be clearly marked 'Village of New Denver Economic Development Consultant – Slocan Valley Regional Economic Development Strategy':

Attention: Bruce Woodbury Village of New Denver 115 Slocan Ave PO Box 40 New Denver, BC VOG 1S0

Email: cao@newdenver.ca

- b) Proposals are to include the following sections:
 - i) General:

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

ii) Relevant Experience:

This section must include:

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

This section must include:

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

This section must include:

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

v) Financial Expectations

This section must include:

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

vi) References:

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

vii) Assurance that the Proponent and any proposed sub-consultant(s) are not in a position which may be perceived as a conflict of interest with respect to undertaking this project.

c) Proposal format:

- i) Proposals may be either emailed with the Request for Proposal title clearly indicated in the subject line (Please request confirmation of receipt of any emailed proposals), or submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.
- ii) Facsimile submissions will <u>not</u> be considered.
- iii) Late Proposals will not be considered.
- iv) Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures, alterations, or irregularities of any kind; may, at the discretion of the Village, be declared disqualified.
- v) The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.

vi) Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must be delivered according to the instructions herein. The Village will accept no responsibility for documents delivered to other Village facilities and at the discretion of the CAO these may be declared disqualified.

2.0 **ENQUIRIES**

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

Bruce Woodbury
Chief Administrative Officer
Village of New Denver
Telephone: 250.358.2316
Email: cao@newdenver.ca

- b) Enquiries will be accepted until 2:00 pm Tuesday, November 29th, 2016.
- c) Information obtained from any other source is not official and should not be relied upon.

3.0 ADDENDA

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

4.0 DISCLAIMER

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

5.0 EVALUATION AND SELECTION CRITERIA

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

Mandatory Criteria

Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.

Proposal must be received at the closing location by the specified Closing date and time.

Point-rated Criteria	Points Assigned		Weighted				
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	Total
Experience and qualifications	40						
Methodology - Detailed method/planning and work program	30						
Reputation and feedback from references	10						
Cost to the Village including disbursements.	20						
Total Points	100						

6.0 COMMITMENT BY THE VILLAGE

- a) The Village will make available, upon request and at no cost to the successful Proponent, any existing Village maps, plans, reports and bylaws, copies of which can be produced in house.
- b) The Village will provide staffing, in the form of a Community Liaison, with dedicated hours for project work totaling 175. The Community Liaison will participate with the consultant in the full planning process, communicate regional interests (from a local knowledge perspective) and learn about regional economic development strategic planning. The consultant will deliver the plan but also provide a mentoring role to the Community Liaison. The purpose of this relationship is to provide for some local training opportunity and capacity building during the process.
- c) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Village information.
- d) Village meeting rooms, when available, may be used at no charge to the Consultant and are to be arranged through Village administration.

D. SCOPE OF WORK

1.0 OVERVIEW OF THE NORTH SLOCAN VALLEY

The Slocan Valley is rich in history, heritage and natural beauty. The regional economy in this remote valley, originated with the mining industry at the turn of the 19th century. The mining industry in the valley has since been all but extinguished. The remote location of the valley does not lie on any major transportation corridors nor is it on the way to or from any major destinations.

A tourism, agriculture, service-oriented and natural resource based economy exist today. The tourism industry in the valley show promise for 2-4 months of the year but is all but silent outside of the summer season. Local populations likewise nearly double in summer months with second dwelling usage.

Static population estimates of the North Slocan Lake region are as follows:

New Denver-523Silverton-197Slocan- 300^1 Slocan Lake North (Electoral District H)- 656^2

Amalgamated census data from the three municipalities in the Slocan Valley shows a steady, declining, population trend between 2006 and 2011 with estimated continued decline into 2014. The median age of 55+ and a household income of approximately \$44,000/yr further illustrate an isolated, stagnant economy with an aging workforce and relatively few young families to contribute to the economy.

New Denver presents a hub for local services, such as a small hospital; an ambulance station; a K-12 school which serves Silverton, New Denver, Rosebery and Hills; a credit union; gas stations; post office; liquor store; grocery stores; a reading centre, and restaurants which operate year-round. Silverton's proximity to New Denver allow for service sharing and business exchange between the two communities (i.e. Silverton has a dentist office and building supply outlet; New Denver has a pharmacy, etc.). All three municipalities have operating campgrounds on Slocan Lake during summer months, as well as various recreational facilities and community halls.

While other areas in the Kootenays rely on remote technology-based workers to diversify their local economies, this ability is drastically hampered by the absence of broadband internet service throughout the valley and lack of cellular coverage except within the municipal boundaries of New Denver and Silverton (weather permitting). New Denver has DSL broad band coverage and cellular service which covers an area south to Silverton and north to Rosebery. The Village of Slocan is without broadband or cellular coverage.

In 2011 a major employer in the region, Springer Creek Sawmill, closed down and laid off its workforce of approximately 75 direct employees. This loss of employment in the

² Slocan Lake North portion of Electoral Area 'H' Official Community Plan Bylaw 1967, 2009.

¹ "2015 Sub-provincial population estimates" *BC Stats*.

Village of Slocan accounted for the equivalent layoff of approximately 42% of the Village's labour force and 50% of its tax base³. Another major employer further south near Winlaw, the Eagle Graphite mine recently laid off its entire workforce of 30 well-paying jobs. The Village of Slocan and the north valley region have yet to replace these major employers of "well paying" industry jobs, with the closest mining potential coming from Red Mountain above Silverton, and the nearby town of Sandon.

2.0 PROJECT OVERVIEW

The purpose of the project is to provide a foundational strategic and implementation plan for regional economic development collaboration between the Villages of Slocan, Silverton and New Denver and the unincorporated rural communities in the northern portion of Electoral Area "H" of the Central Kootenay Regional District (Slocan Valley).

A regional economic development plan will create a unified, holistic regional approach to prioritize and action relevant past recommendations in concert with current and future community and regional interests. It will leverage appropriate partners, funding sources and create a tangible project oriented and aligned approach to economic development in the Slocan Valley.

3.0 PROJECT OBJECTIVES AND ACTIVITIES

The Village would like to engage a consultant to undertake a facilitated engagement process to develop a multi-year, regional economic development strategy with tangible, capacity appropriate projects and associated implementation plan.

The project will be carried out by a qualified consultant on a contractual basis in conjunction with a community liaison position. The project/contract and community liaison position will be administered by the CAO of the Village of New Denver on behalf of the partner communities (Village of Silverton, Village of Slocan and Regional District of Central Kootenay, Rural Area 'H')

In order to undertake this process it is anticipated that the following services will be required:

- A kick-off meeting with the regional steering committee and community liaison to understand the community and economic development context.
- The coordination, gathering, review and incorporation of relevant existing reports and data relating to Slocan Valley economic development in support of the deliverables.
- 3. Creation of a Stakeholder Engagement plan submitted to the steering committee for review, and modification where appropriate.
- 4. Undertaking Stakeholder engagement including a minimum of three (3) stakeholder meetings.
- 5. The creation of an engagement synopsis and, using the feedback received in the engagement process as a starting point, the identification of a number of

³ Columbia Basin Rural Development Institute

potential economic development models for the regional steering committee to consider (minimum three).

The evaluation of the proposed models must include the following considerations at a minimum:

- Potential governance structures, which may include Villages and Regional District, and/or independent organizations
- Estimated annual budget required for success of enacting proposed model, including administration and project budgets
- SWOT analysis of each model
- 6. After identification of the potential models the consultant is to then prioritize the options based on their feasibility, cost and likely effectiveness. A draft report summary is to be provided to the CAO for feedback.
- 7. Once the preferred option is identified and confirmed by the Steering Committee, the consultant is to provide a roadmap for the implementation of the preferred model, in draft format.
- 8. Public presentation of draft report.
- 9. Additional Steering Committee meeting to direct revisions as required.
- 10. The submission of a final report to the Steering Committee meeting for approval. Final report to contain recommended option for providing economic development services, with supporting information along with a detailed implementation process.
- 11. Mentor the Community Liaison during the entire engagement and planning process.

3.1 PROJECT TIMELINE

The project has a six-month turnaround time, and key milestones leading to the completion of the project are expected to be as follows:

Early December, 2016 – Engage Consultant

January 15, 2017 – Steering Committee consultations, review of existing economic development reports and recommendations.

Spring 2017 – Stakeholder engagement and development of a draft regional economic development strategy and action based implementation plan.

Mid-late April, 2017 – Community presentations of draft strategy and community input.

May 31, 2017 – Finalization and delivery of final regional economic development strategy.

4.0 REMUNERATION

- a) The budget for the completion of this project is a maximum of \$25,000 (plus GST) inclusive of all travel and incidental costs.
- b) Meeting venues and reasonable administrative support will be provided by the municipality.
- c) Invoices shall be paid by the Village for up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.
- d) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- e) Payment of monthly invoices by the Village shall be made within thirty (30) days after receipt by the Village.

E. CONTRACT CONDITIONS

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Village based on this RFP, the Proponent's Proposal, and any negotiations concluded pursuant to Section B.10.

1.0 COMPLIANCE WITH LAWS

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

2.0 LAWS OF BRITISH COLUMBIA

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

3.0 INDEMNITY

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

4.0 INSURANCE

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

5.0 REGISTRATION WITH WORKSAFEBC

The Consultant shall have Work Safe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under. Upon request, the Village may consider providing the Consultant coverage under the Village's existing Work Safe BC coverage. Any such inclusion under the Village's existing coverage shall be at the Consultants expense.

6.0 OWNERSHIP

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

F. PROPOSAL FORM

Village of New Denver Economic Development Consultant Slocan Valley Regional Economic Strategy

CLOSING: 10:00 AM PACIFIC TIME ON November 30th, 2016

This form must be completed, <u>signed</u> and included with the submission.

The undersigned confirms that their su	ubmission is in response to the Request for Proposals	for
an economic development consultant	for developing a new model of economic developmer	١t
for the Village of New Denver and the	Proponent acknowledges receipt of addenda #	
through addenda #		
Name of Firm:		
Address:		
Phone:	Fax:	
Fmail:		
Contact Name:		
Desition :		
Position.		
Phone:	Fax:	
Email:		
Authorized Signature		
Name and Title		
Date		