



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY



# **Request for Proposal to Develop a Land Use Master Plan**

PO Box 141, 400 Centre Road, Lions Bay, BC V0N 2E0  
Phone: 604-921-9333 Fax: 604-921-6643  
Email: [office@lionsbay.ca](mailto:office@lionsbay.ca) Web: [www.lionsbay.ca](http://www.lionsbay.ca)

## TABLE OF CONTENTS

|      |  |   |
|------|--|---|
| 1.0  | PURPOSE .....  | 1 |
| 2.0  | PROJECT DESCRIPTION.....   | 1 |
| 3.0  | BACKGROUND .....   | 1 |
| 4.0  | SCOPE OF WORK .....  | 1 |
| 5.0  | SUBMISSION REQUIREMENTS.....                                       | 3 |
| 6.0  | CONTACTS DURING THE RFP PROCESS .....                              | 5 |
| 7.0  | ADDENDUM AND SUBSEQUENT INFORMATION .....                          | 6 |
| 8.0  | PROPOSAL EVALUATIONS .....   | 6 |
| 9.0  | GENERAL TERMS AND CONDITIONS .....                                 | 6 |
| 10.0 | TERM OF CONTRACT, NEGOTIATIONS, AND AGREEMENT OF CONSULTANTS ..... | 8 |
| 11.0 | AWARD & PAYMENT .....  | 8 |
| 12.0 | INQUIRIES.....   | 9 |

---

## 1.0 PURPOSE

The Village of Lions Bay is proposing to develop a Land Use Master Plan. To do so, the Village is seeking the services of a Qualified Planning Consultant (Consultant) with experience and knowledge in land use planning.

## 2.0 PROJECT DESCRIPTION

The Village of Lions Bay is requesting submission of proposals from Consultants with proven experience in land use planning, economic enhancement, environmental, social and cultural sustainability for the preparation of the Land Use Master Plan.

This document outlines the overall scope of Consultant services, sets out the basic requirements for the proposal document, and provides the evaluation criteria to be used as a basis for awarding the Land Use Master Plan assignment.

## 3.0 BACKGROUND

The Village of Lions Bay is a small municipality situated between Horseshoe Bay and Squamish. The Village has a population of approximately 1,300 people and is predominantly a residential community. The Village's most recent OCP was adopted on May 13, 2010 under Bylaw 420. Within the OCP, section 4.3 outlines managing development as one of the core themes of importance to the Village's future. To that end, section 4.3 outlines the following:

**“New Housing Opportunities:** Explore options in consultation with the community to provide alternative housing for a broader array of the community's existing and future demographic and socio-economic composition. Options could include:

- converting single family dwellings into duplexes on a case by case basis subject to rezoning; and
- accommodating housing for areas designated Potential New Development (Works Yard and 2 lots at the south end of Kelvin Grove) and Gravel Extraction on the Land Use Map subject to rezoning.”

The Land Use Master Plan will aid the Village in meeting its goal to manage development by consulting with the community to develop a plan that articulates future land use.

## 4.0 SCOPE OF WORK

The following works shall be undertaken by the Consultant within the scope of the project fixed fee submitted:

### 1) General Tasks

Building a strong, sustainable community needs to be a key theme in the land use planning process and the Consultant will be expected to:

- Collect and analyze data and identify key issues, trends and priorities including the preparation of population and housing unit forecasts.

- Develop a consultation communications strategy (i.e. public meetings, project website, web based forum, surveys, displays, news updates in the Lions Bay Municipal Village Update, advertisements and press releases etc.) aimed at: raising awareness of the project, keeping all residents, organizations, and authorities informed throughout the project and at soliciting feedback. Overall, the communication strategy should be geared towards reaching out to residents in their day to day activities, and inviting residents to attend specific singular land use planning related functions.
- Design and conduct three community forum(s) and analyze and report the results. The forum(s) will focus upon providing opportunities for meaningful discussion between participants related to setting goals and objectives, and discussing the future of the Village of Lions Bay. The results of these discussions will be essential in framing goals, objectives and policies throughout the land use planning process. A summary of the discussion emerging from the forum(s) will be presented to Council outlining the results of exploring the key issues, as well as the identified goals and objectives.
- Submit a report that thoroughly documents the information used to inform the development of the draft Land Use Master Plan.
- Prepare a draft Land Use Master Plan that addresses all sections by providing updated goals, objectives, policies, maps, development permit guidelines, zoning guidelines, and implementation strategy. The Draft Land Use Master Plan would include the identification of subsequent policy work and studies required that would follow the adoption of the plan.
- Work collaboratively with Village of Lions Bay staff, Village citizens, and Village Council.

## 2) Specific Tasks

- Review all municipal lands owned by the Village to identify land that can be sold or rezoned
- Review crown lands to assess the potential for land acquisition
- Recommend the necessary changes to the OCP (including land use map) and corresponding bylaws and policies

### 4.1 SCHEDULING

The land master plan review process will be initiated with the award of contract and will be completed within 6-8 months from the date of contract award. The process will be considered complete with the adoption of the new Land Use Master Plan by Village Council

### 4.2 COMMITMENT BY THE VILLAGE

The Village will make available at no cost to the Project Consultant the following:

- 1) Existing maps, plans, copies of relevant bylaws, reports, etc;
- 2) Village meeting rooms when available and scheduled through Village Administration;
- 3) Use of the Village's website for implementation of the communication strategy;

## 5.0 SUBMISSION REQUIREMENTS

### 5.1 DATE AND TIME FOR RECEIPT OF PROPOSALS

Interested Consultants may submit signed proposals, seven (7) proposals (original plus six (6) copies), no later than 4:00 p.m. Pacific Time, June 14, 2013 to:

**Village of Lions Bay**  
PO Box 141  
400 Centre Road  
Lions Bay, BC V0N 2E0

With the following clearly marked on the outside of the envelope:

Professional Planning Consultation Services  
For the Village of Lions Bay Land Use Master Plan

**Note: Late proposals will not be accepted and will be returned unopened to the Consultant. Faxed or emailed proposals will not be accepted.**

### 5.2 REQUIRED ELEMENTS OF THE PROPOSAL

The proposal should contain sufficient information to demonstrate to the Village that the Consultant is qualified to provide the specified services in the appropriate time frame at the most suitable cost. The proposal should include, at a minimum, the following:

#### 1) Statement of Understanding

The Village of Lions Bay reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in proposals received, after discussion with the Consultant;
- Negotiate with the Consultant(s) responding to this RFP, consistent with the objectives stated;
- At its sole discretion the Village reserves the right to cancel this RFP at any time for any or no reason. If cancelled, the Village is not responsible for any costs incurred by the Consultant(s); and
- Accept the proposal that appears to be in the best interest of the Village.

#### 2) Schedule

- The schedule will identify a breakdown of the work corresponding to the Schedule of Tasks and will identify hours, staff and fees associated with each phase.
- The schedule will identify, but not be limited to the collection and review of information, meetings required, public consultation, surveys, open houses, preparation of draft and final Land Use Master Plan, and Council presentation.

- The schedule should also identify the individual assigned to perform the tasks and the estimated number of hours committed. In addition, the schedule should include the amount and type of work performed by each Sub-Consultant; how each task will be carried out; and, what services or interaction is required from/ with the Village of Lions Bay.

### 3) Corporate Experience and Project Team

- Full name, address and telephone number of the submitting office of the Consultant 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.
- Identify a member of the project team that will act as a single point of contact, responsible for direct interaction with the Village. State his/ her position and professional discipline. Describe the work to be performed by this individual, his/ her qualifications and substantive experience directly related to the proposed project.
- Provide a list of team members 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-Consultant(s) and a statement of their responsibilities, experience and expected involvement.
- The Proposals should include the following endorsement: "Identified Project Team members shall only be replaced with written approval of the Village of Lions Bay Secretary-Treasurer."

### 4) References

- A minimum of one previous municipal client reference must be provided for related projects. Each reference must include:
  - a) Project description including: location, dates, budget and actual costs; and
  - b) Current contact name and phone number.

### 5) Methodology

- 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 Village of Lions Bay. Suggest alternative, 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.
- Provide a detailed work schedule showing the major activities or tasks, order and interdependence of various milestones, subtasks, and deliverable for each of the required tasks, including any proposed meetings.

## 6) Fees and Expenses

- The Fee Proposal shall specify a Maximum Lump Sum Fee for all Project work up to and including the completion of the Land Use Master Plan bylaw. The Maximum Lump Sum Fee will include all costs including taxes, labour, equipment, Sub-Consultant, expenses, travel, and disbursement costs.
- A schedule of hourly rates for all personnel proposed, 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.
- All costs incurred by the Consultant above the submitted Maximum Lump Sum Fee will be the sole responsibility of the Consultant unless approved by the Village in writing due to revised Scope of Work.
- Fee Proposal must include all applicable taxes, but show taxes as separate items.
- The Fee Proposals are to include a detailed breakdown of effort by personnel, hourly rates, travel, disbursements, tasks and firms. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.
- The Consultant will manage their schedule, resources and budget very closely throughout the duration of this assignment. Failure to do so may result in breach of the contract.
- The Consultant will include details in their proposal on what services the Village of Lions Bay will need to carry out over the course of the project.

## 7) Work Safe BC

- The Consultant and any proposed Sub-Consultant are required to provide their Work Safe BC (Workers Compensation Board) Registration Number.

## 6.0 CONTACTS DURING THE RFP PROCESS

Only the Village Contact: Farouk Zaba, Secretary-Treasurer (or his approved designated) assigned to the project for the Village of Lions Bay is the Village's representative authorized to communicate and otherwise deal with Consultants and all Consultants must communicate and otherwise deal with that person only. All questions during the RFP process must be submitted in writing. Contact with any other Village representative, including Members of Council, officers or employees of the Village regarding this RFP or a Consultant's submission will result in that proposal being removed from consideration for this and any future competitions.

In the case of a Consultant having a dispute with their submission being removed under this clause, a formal appeal letter must be presented to the Village's Secretary-Treasurer within five working days of notice of removal, stating clearly the reason(s) that they feel that their submission should be reinstated.

Under this process the Secretary-Treasurer, at his sole discretion, will make the final decision.

## **7.0 ADDENDUM AND SUBSEQUENT INFORMATION**

Consultants are advised that all subsequent information regarding this RFP including any addendum will be posted on the Village's website ([www.lionsbay.ca](http://www.lionsbay.ca))

## **8.0 PROPOSAL EVALUATIONS**

- 1) RFPs shall be reviewed by an Evaluation Team, which shall consist of at least two staff members, who will make a recommendation to Council.
- 2) By responding to this RFP, Consultants will be deemed to have agreed that the decision of Council will be final and binding.

## **9.0 GENERAL TERMS AND CONDITIONS**

### **9.1 RESERVED RIGHTS**

The Village of Lions Bay reserves the right to:

- Reject any and all proposals received in response to this RFP;
- Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in proposals received, after discussion with the Consultant;
- Negotiate with the Consultant(s) responding to this RFP, consistent with the objectives stated;
- At its sole discretion the Village reserves the right to cancel this RFP at any time for any or no reason. If cancelled, the Village is not responsible for any costs incurred by the Consultant(s); and
- Accept the proposal that appears to be in the best interest of the Village.

### **9.2 NEWS RELEASES**

No Consultant may make public announcements or news releases regarding this RFP or any subsequent award of a contract without the prior written consent of the Village of Lions Bay.

### **9.3 CONFIDENTIALITY**

The Village of Lions Bay anticipates the Consultants may wish to treat certain elements of their submissions as confidential or proprietary, and the Consultants are invited to do so. Consultants are advised, however, that freedom of information requirements in force in the Province of British Columbia may afford rights of production or inspection at the application of third parties. Further, the contract entered into by the successful Consultant will by law be available for inspection by members of the public.

### **9.4 CONSULTANT'S EXPENSES**

Consultants are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations within the Village of Lions Bay, if any. If the Village of Lions Bay elects to reject all



proposals, the Village of Lions Bay will not be liable to any Consultant for any claims, whether for costs or damages incurred by the Consultant in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

#### 9.5 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 90 days after the closing date.

#### 9.6 AGREEMENT WITH TERMS

By submitting a proposal the Consultant agrees to all the terms and conditions of this RFP. Consultants who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

#### 9.7 OWNERSHIP OF DOCUMENTS

The originals of all surveys, drawings, specifications, tender documents and any other documentation produced by the Consultant for the Village, during the course of this assignment, shall upon completion of this assignment become the property of the Village of Lions Bay. This information shall also be provided in electronic disc format suitable to the Village.

#### 9.8 INDEMNIFICATION

The Consultant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Village, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the indemnities.

#### 9.9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

The Village of Lions Bay is subject to the British Columbia Freedom of Information and Protection Privacy Act (the "Act"). Subject to Sections 12 through 22 inclusive of the Act, any reports and or documents produced on behalf of the Village are subject to public review under the Act. For additional information, please go to:

[http://www.cio.gov.bc.ca/cio/priv\\_leg/foipppa/contracting/ppsindex.page](http://www.cio.gov.bc.ca/cio/priv_leg/foipppa/contracting/ppsindex.page)

#### 9.10 INSURANCE

The successful Consultant will be required to, at the Consultant's expense, establish and maintain Professional Errors and Omission Insurance. The insurance shall have a minimum Limit of Liability of \$500,000 per claim and \$1,000,000 per policy period. The maximum deductible shall be \$5,000.

The Consultant shall accept responsibility for the acts and omissions of all Sub-Consultants it may engage in rendering the service on the Project. The Consultant's professional errors and omissions

insurance shall remain in force for the life of the Project for twelve (12) months after substantial completion.

#### 9.11 WORKSAFE BC

The Consultant and any proposed Sub-Consultant(s) are required to provide their Work Safe BC (Workers Compensation Board) Registration Number. The successful Consultant and any approved Sub-Consultants will at the time of signing a Contract Agreement, provide proof of payment of claims in good standing with Work Safe BC. Coverage must be maintained during the duration of the Agreement.

### **10.0 TERM OF CONTRACT, NEGOTIATIONS, AND AGREEMENT OF CONSULTANTS**

The successful Consultant will be required to enter into an Agreement with the Village of Lions Bay. The award of any Agreement will be at the absolute discretion of the Village. The selection of a recommended Consultant will not oblige the Village to negotiate or execute an Agreement with that recommended Consultant. Any award of an Agreement resulting from this RFP will be in accordance with the bylaws, policies and procedures of the Village. The Village shall have the right to negotiate on such matter(s) as it chooses with the preferred Consultant without obligation to communicate, negotiate or review similar modifications with other Consultants. The Village shall incur no liability to any other Consultant as a result of such negotiation or alternative arrangements. During negotiations, the scope of the services may be refined, issues may be prioritized, responsibilities among the Consultant, all staff and Sub-Consultants provided by it and the Village may be settled and the issues concerning implementation may be clarified. The Agreement shall be in a form satisfactory to the Village's Solicitor and shall contain terms and conditions in the interests of the Village. The Agreement will incorporate as schedules or appendices such part of the RFP (including addenda) and the proposal submitted in response thereto as are relevant to the provision of the goods and/or services.

*Nothing in this document or the RFP process is intended to create a binding agreement between the Village and any Consultant. This RFP process and any further steps are expressly subject to the approval and direction of the Village, as required. Except as expressly and specifically permitted in these instructions, no Consultant shall have any claim for any compensation of any kind whatsoever as a result of participating in this Request For Proposal.*

### **11.0 AWARD & PAYMENT**

Upon the award of this assignment, the Village shall prepare a Form of Agreement between the Village and the successful Consultant for execution incorporating all terms and conditions. The Village will pay the Consultant the agreed Lump Sum Fee for the Services related to the Project; which sum is all-inclusive fees for the services, expenses, travel, and disbursements.

Payments shall be made on a monthly basis. At the end of each month the Consultant is expected to submit an invoice detailing the services performed, including a progress report compared to the budget. The last 25 percent of the fee will be paid on satisfactory completion of the project and delivery of the Land Use Master Plan.

No payments will be made for the cost of work incurred to remedy errors and omissions for which the Consultant is responsible. If the Consultant is concerned that the fee outlined in the Contract may be exceeded by the need to extend the Scope of Work; the Consultant shall notify the Village Contact

immediately with complete details of the anticipated cost overruns. At no time shall the fee be exceeded without prior written authorization of the Village of Lions Bay Secretary Treasurer.

## **12.0 INQUIRIES**

Please note that inquires will only be accepted in writing or email. Correspondence and inquiries regarding this RFP should be addressed to:

Village Contact  
Mr. Farouk Zaba  
Secretary-Treasurer  
Village of Lions Bay  
Ph. (604) 921-9333 ext 101  
E-mail: admin@lionsbay.ca