



## Request for Proposals

# Village of Cumberland Investment Attraction Action Plan

### **Closing Location**

2673 Dunsmuir Avenue  
Cumberland, BC V0R 1S0

### **Closing Date and Time**

10:00 am Pacific Daylight Time  
Wednesday, June 19, 2019

### **Submitted to:**

Kaelin Chambers  
Economic Development Coordinator  
Telephone: 250-336-2291 • Fax: 250-336-2321  
Email: [ecdev@cumberland.ca](mailto:ecdev@cumberland.ca)

## Contents

<b>A.....</b>	<b>INTENT .....</b>	<b>3</b>
<b>B.....</b>	<b>DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS.....</b>	<b>3</b>
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	SOCIAL PROCUREMENT	5
11.0	ACCEPTANCE OF PROPOSALS	5
12.0	DEFINITION OF CONTRACT	6
13.0	LIABILITY FOR ERRORS	6
14.0	MODIFICATION OF TERMS	7
15.0	OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION	7
16.0	CONFIDENTIALITY OF INFORMATION	7
<b>C.....</b>	<b>PROPOSAL SUBMISSION REQUIREMENTS .....</b>	<b>7</b>
1.0	PROPOSAL SUBMISSION	7
2.0	ENQUIRIES	9
3.0	ADDENDA	10
4.0	DISCLAIMER	10
5.0	EVALUATION AND SELECTION CRITERIA	10
6.0	COMMITMENT BY THE VILLAGE	11
<b>D.....</b>	<b>SCOPE OF WORK.....</b>	<b>11</b>
1.0	OVERVIEW OF THE VILLAGE OF CUMBERLAND	11
2.0	PROJECT OVERVIEW	12
3.0	PROJECT OBJECTIVES AND ACTIVITIES	13
4.0	SCHEDULE	17
5.0	REMUNERATION	17
6.0	AVAILABLE INFORMATION	18
<b>E.....</b>	<b>CONTRACT CONDITIONS.....</b>	<b>18</b>
1.0	COMPLIANCE WITH LAWS	18
2.0	LAWS OF BRITISH COLUMBIA	19
3.0	INDEMNITY	19
4.0	INSURANCE	19
5.0	REGISTRATION WITH WORKSAFEBC	19
6.0	OWNERSHIP	19
<b>F.....</b>	<b>PROPOSAL FORM .....</b>	<b>20</b>

**A. INTENT**

The Corporation of the Village of Cumberland (“The Village”) is seeking Proposals from qualified consultants to provide consulting services for the creation of an Investment Attraction Action Plan for the Village, 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:

**“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.

**“Village”** means as the context requires, the Corporation of the Village of Cumberland or the area within the boundaries of the Village of Cumberland.

**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 prior to the closing date and time.

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 60 days after the closing.

## **7.0 FIRM PRICING**

- a) Proponents shall base their Proposal on furnishing everything required to complete the consulting 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 of the two product or service lines and this must be defined in the Proposal.
- b) Sub-contracting to any firm or individual who's current or past corporate or other interests may, in the Village's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) 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 SOCIAL PROCUREMENT

The Village's procurement is guided by its social procurement framework which may be viewed at [cumberland.ca/social-procurement](http://cumberland.ca/social-procurement), and the evaluation of proposals takes Social Procurement into consideration.

As part of any submission the Proponent is encouraged to identify to the Village how they may contribute to the following key social, employment and economic goals as outlined in the Village's Social Procurement Framework.

- Contribute to a stronger local economy;
- Promote the Living Wage and fair employment practices;
- Increase the number of local jobs that support young working families;
- Increase social inclusion, by improving contract access for equity-seeking groups, such as social enterprises;
- Increase training and apprenticeship opportunities;
- Enhance community arts and culture infrastructure;
- Improve and enhance public spaces;
- Help move people out of poverty, providing increased independence and sustainable employment for those in need;
- Improve opportunities for meaningful independence and community inclusion for citizens living with disabilities; and
- Stimulate an entrepreneurial culture of social innovation.

## 11.0 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 the Council.
- j) After acceptance by the Village, the successful Proponent will be issued a written Notice of Award.

## **12.0 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.

## **13.0 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.

#### **14.0 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.

#### **15.0 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*.

#### **16.0 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 Wednesday, June 19, 2019, (Closing) and should be clearly marked '**Village of Cumberland Investment Attraction Action Plan Consultant**':

Attention: Kaelin Chambers  
Village of Cumberland  
2673 Dunsmuir Avenue  
Box 340  
Cumberland, BC V0R 1S0  
Email: [ecdev@cumberland.ca](mailto:ecdev@cumberland.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.
- Identification and brief description of experience and relevant qualifications. Resumes may be included as an appendix.
- Identification of availability and office location.

v) Financial Expectations

This section must include:

- i) Proponent maximum fee.
- ii) A breakdown of project costs by task in a manner that allows for easy cross-referencing of task, personnel, timing and costs:
  - (a) for each task include the hours estimated for each individual, including sub-consultants, showing charge-out rate, total hours and disbursements per task; and
  - (b) subtotals for each phase in the project.
- iii) 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 three (3) 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 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 not 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 Chief Administrative Officer may be declared disqualified.

## 2.0 ENQUIRIES

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

Kaelin Chambers  
Economic Development Coordinator  
Village of Cumberland  
Telephone: 250.336.2291  
Email: [ecdev@cumberland.ca](mailto:ecdev@cumberland.ca)

- b) Enquiries will be accepted until 2:00 pm Monday, June 17, 2019.
- c) Information obtained from any other source is not official and should not be relied upon.

### 3.0 ADDENDA

- a) Any questions that are received by the Village that affects 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. The Village reserves the right to contact any person or organization to determine the reputation of the proponent.

<b>Mandatory Criteria</b>
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	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
Experience and qualifications	30						
Methodology - Detailed method/planning and work program	40						
Cost to the Village including disbursements	15						
Reputation and feedback from references	10						
Social Procurement	5						
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 copies of relevant background information, including hard copies that are not posted on the Village website.
- b) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Village information.
- c) 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 VILLAGE OF CUMBERLAND

The Village of Cumberland, with a 2016 census population of 3,753 people, is situated on the east coast of Vancouver Island, within the Comox Valley. It is primarily a residential community with an historic commercial core. The Village along with the adjacent municipalities of Courtenay and Comox comprise the urban core of the Comox Valley Regional District (CVRD), which has a total population of approximately 60,000.

Cumberland has many characteristics that make it a great place to live, work and play, including a sense of community, the small village feel, parks and opens spaces and the quality of the environment. Cumberland provides affordable residential living and an abundance of nearby outdoor recreation opportunities such as mountain biking and skiing.

The Village of Cumberland is a community in transition. According to Census data, the Village had a population of 2,726 in 2006 and 3,753 in 2016, a growth of over 1,000 people in the past 10 years.

Known development is expected to produce an estimated 792 single family units and 3500 multi-family units in the community in future years. The Village updated its Official Community Plan in 2014 and its Zoning Bylaw in 2016. The recently completed Official Community Plan (OCP) notes that the population of the Village could increase to a projected high of approximately 8,500 residents by 2030.

The Village of Cumberland withdrew from the regional Economic Development Service of the Comox Valley Regional District in the spring of 2016, and has since moved forward with a Council strategic goal of developing and implementing an Economic Development Strategy and Implementation Plan for the Village of Cumberland.

In 2017, the Village of Cumberland utilized funding provided by the BC Rural Dividend Fund to create the *Cumberland Economic Development Strategy 2018-2023* that encapsulates the Village's forward thinking and progressive outlook and recognizes the evolving role of economic developers and their function.

The Village also used this funding in 2018 to hire an Economic Development Coordinator who is responsible for implementing the Economic Development Strategy, as well as providing ongoing services in the support, retention and expansion of existing local businesses. The Economic Development Coordinator also facilitates the Village's Economic Development Steering Committee whose purpose is to represent the general public, business community and local interest groups, as well as provide input and guidance in the implementation of the Economic Development Strategy.

In spring of 2019, the Village was awarded further funding on behalf of the BC Rural Dividend Program in order to implement a number of priority projects identified within the Economic Development Strategy, including this Project.

## **2.0 PROJECT OVERVIEW**

The purpose of this Project is for the Village of Cumberland to use funding provided by the BC Rural Dividend Fund to hire a qualified consultant to create an innovative, dynamic and overarching Investment Attraction Action Plan that encapsulates the Village's forward thinking and progressive outlook and seeks to leverage existing economic opportunities that increase the Village's economic development capacity, resiliency and community strength.

As a result of the strong residential growth experienced over the past decade, the community has acknowledged an increasing reliance on residential taxes and a growing need to diversify the community's tax base. As of 2018, approximately 75.4% of all municipal tax revenue within the Village of Cumberland is generated through residential taxes, with only 17.7% of revenue through business taxes, 2.8 % generated via light industry, and the remainder 4.1% made up from the other property classes.

Through the Investment Attraction Action Plan the Village is looking to create a better balance and diversity of tax revenue sources through the ability to effectively plan and promote economic development opportunities within its vacant commercial and industrial lands.

The creation and implementation of the overall Investment Attraction Action Plan builds on recent economic development service delivery work done by the Village and will exist as a component of the Village's overall Economic Development Strategy.

### **3.0 PROJECT OBJECTIVES AND ACTIVITIES**

In collaboration with Village Staff, the Village of Cumberland is seeking a consultant to develop an Investment Attraction Action Plan.

The consultant or team of consultants should be able to provide multi-disciplinary services associated with multi-agency facilitation and collaboration, analysis of economic opportunities, land use planning, strategy formulation and investment marketing.

Knowledge of Village of Cumberland competitiveness and provincial and federal economic development, is a requirement.

The preparation of the Investment Attraction Action Plan will involve the creation of two distinct, but collaborative deliverables including:

1. An Investment Attraction Strategy focused on attracting sustainable and complementary non-residential investment opportunities throughout the Village. The Investment Attraction Strategy must be inclusive of all new and existing industrial and/or commercial opportunities (including private, non-profit, community and/or education enterprises), and be based on a clear set of objectives that can be achieved by implementing carefully thought out tactics; and
2. A specific Industrial Master Plan for the Bevan Industrial Lands which considers the planning, organization and leveraging of this underutilized industrial asset.

Development of the overarching Investment Attraction Action Plan will occur under the direction of the Economic Development Coordinator and senior management and may include comprehensive engagement and participation of political leaders, business, non-profit, cultural, educational and community stakeholders – including the direct input of an Economic Development Strategy Steering Committee. The selected consultant will be expected to perform its service in the areas of research and analysis, strategy development, creation of marketing materials and other necessary aspects of the Plan.

The overall plan should be action-based and is expected to have a focus on priorities, implementation and measurement. The document will synergize with the Economic Development Strategy and other planning documents that have been adopted by the Village (Including the Official Community Plan).

### **Deliverable 1 - Investment Attraction Strategy**

The Investment Attraction Strategy is expected to build upon the strengths and opportunities that exist within the Village – including its growing reputation as a world-class mountain bike and eco- tourism destination, an amenity rich community with a strong arts and cultural makeup that attracts an eclectic and skilled worked force.

With support of the Economic Development Coordinator, the Investment Attraction Strategy will require the collection and verification of socio-economic data pertaining to the Village to ensure that up-to-date information is being presented through the Web-portal, including (but not limited to):

- Updating existing (2017) demographic and census statistical data such as:
  - Demographics;
  - Workforce stats;
  - Education;
  - Housing; and
  - Municipal tax rates and revenue.
- Gathering, reviewing and incorporating local socio-economic information and data, including:
  - Existing planning documents that have been adopted by the Village (Including the Economic Development Strategy and Official Community Plan).
  - Local businesses and industry profiles and trends
  - Commercial property values and availability (including leasing opportunities and rates)
  - Community infrastructure and social organizations

The Investment Attraction Action Plan shall also include an assessment of all current and future commercial and industrial interests/opportunities and must:

- Identify the competitive advantages of Cumberland businesses;
- Include a retail sector gap analysis;
- Analyze potential target industries and businesses;
- Review existing Zoning in relation to best economic use of land;
- Develop a shortlist of opportunities to present investment attraction;
- Identify existing and future investment-ready sites;
- Identify objectives for investment attraction;
- Determine investment attraction strategies and tactics; and

- Development of promotional and/or marketing materials for both the Village website as well as hard copies for use at marketing events.

As example, a large portion of land within the Village boundaries, in close proximity to Inland Island Highway 19 (commonly been referred to as the “Interchange Lands”), is subject to a planned development project that encompasses approximately 760 acres of land which been zoned for a mix of uses (i.e. residential, commercial and light industrial).

It is anticipated that the Investment Attraction Strategy will consider all new and existing economic interests in the Village and be able to provide a critical review of currently proposed land uses, as well as more targeted economic development initiatives (including general promotional activities) that will contribute to a greater diversity of economic opportunities throughout the Village.

### **Deliverable 2 – Bevan Industrial Lands Master Plan**

As a means to undertake targeted and strategic investment attraction, the Village of Cumberland is looking to leverage the economic opportunities afforded by a large amount of underutilized industrial land within the municipality.

The Bevan Industrial Lands (the “Bevan Lands”) currently represent approximately 84% of the remaining industrial lands within the entire Comox Valley. The Bevan Lands are located along Bevan Road situated approximately 2.5 kilometers north of the Village core (see Schedule A). This area accounts for approximately 300 hectares of land specifically zoned for heavy industrial use (I-2), as well as a further 300 hectares (approximate) zoned as Industrial Greenways Reserve Zone (IGR) which allows for a variety of uses, including such industries as tree and shrub nurseries, cannabis manufacturing and forest management (i.e. silviculture).

Also located within the Bevan Lands is the Comox Strathcona Waste Management (CSWM) Centre - otherwise known as the regional landfill. CSWM recently installed a gas capture system in the landfill, and as part of the current negotiations to process this gas, the Village has negotiated infrastructure access as well as an allocation of the renewable natural gas (RNG) for use in the surrounding industrial lands.

The Village intends to use the RNG infrastructure as part of its targeted investment attraction in order to maximize the potential returns on this innovative opportunity. This is an opportunity for the Village to think outside the box and in support of the OCP priority of using environmentally friendly and innovative industrial technologies.

Currently, the Bevan Lands are privately owned and operated as managed forest lands. The merchantable timber on the majority of these lands has been recently harvested and the area is not serviced or connected to Village infrastructure (water, wastewater, electrical power). The property owner has recognized an increase in interest in the Bevan Lands and is working with the Village to understand more about the potential of these lands transitioning to industrial use.

In order to leverage these opportunities, the Investment Attraction Action Plan will also include a stand-alone Bevan Industrial Lands Master Plan. Although there are other

industrially zoned lands, in addition to the Bevan Lands, that will be considered/included in the overall investment strategy, this plan will represent a document that may be used by both the Village and the private land owner(s) in the promotion and/or marketing of development opportunities specifically within the Bevan Lands. The Bevan Industrial Lands Master Plan must include:

- Recommended changes to land use(s) (i.e. Recommend re-zoning , including uses within those sub-categories);
- Recommended timing for phasing of any development;
- Infrastructure costs required for work necessary for subdivision of any proposed lots (i.e. road upgrades, water and wastewater service), as well as any potential Village revenue/funding sources (i.e. development cost charges, grant funding) that can be leveraged to support/incentivize the installation of needed infrastructure for the area;
- Review of existing public and/or recreation infrastructure and recommendations on better placement of any potential trails/greenspace;
- Investigation and identification of gravel resources within the Bevan Lands (to better understand adjacent land uses/mining vs zoning issues);
- A layout and/or schematic of appropriate industrial lot sizes which take in to account the attributes of the lands and matches to the highest and best use;
- An analysis of potential industrial tenants and a strategy for approaching them;
- A determination of investment attraction strategies and tactics; and
- The development of related promotional/marketing materials for the Village website as well as hard copies for use at marketing events.

Once the Investment Attraction Action Plan is completed, the stakeholders will discuss next steps for any recommendations made in the plan. This potential implementation stage will be developed under a separate process.

Specific success criteria for the Plan will be a clear, concise and comprehensive document that serves as a framework to guide municipal decision-making, facilitate and inform marketing efforts and that clearly aligns with the Village of Cumberland Corporate Strategic Priorities and the Village's core activities and resources. The Plan must include detailed initiatives, actions and measurements and will inform the investment attraction work of the Village over the next five years.

The document also needs to be:

- Strategic and focused;
- Compelling and understandable;
- Realistic, achievable and measurable;
- Compatible with provincial and federal priorities;



- Consistent and aligned with the Municipality’s priorities and community values;
- Designed with clear action plans that will facilitate effective implementation and continued engagement; and
- Inclusive in its development processes to create stakeholders buy-in and generate support for its implementation.

In addition, the final document needs to:

- Assist in establishing investment attraction priorities;
- Assist in identifying potential partnerships with private sector, non-profit, social enterprises, cultural, regional economic development organizations, first nations, senior government ministries, business associations and educational institutions;
- Enable leveraging of existing resources to build capacity;
- Maximize the use of existing assets, including higher-level research that has been previously conducted locally, regionally and provincially;
- Facilitate development of strategic opportunities;
- Provide clear and actionable recommendations and tactics;
- Establish scope of resources required to implement recommendations as well as potential funding sources; and,
- Describe distinct and quantifiable measures of success and key performance indicators.

#### **4.0 SCHEDULE**

The project is expected to be completed by November 2019, and key milestones leading to the completion of the project are expected to be as follows:

- June 2019 – Engage Consultant
- June to October 2019 – Undertake investment attraction and industrial planning analysis
- November 2019 – Complete Investment Attraction Action Plan

#### **5.0 REMUNERATION**

- a) The budget for the completion of this project is a maximum of \$55,000 (plus GST) inclusive of all travel and incidental costs. Meeting venues and reasonable administrative support will be provided by the municipality.
- b) Invoices shall be paid by the Village up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.

- c) 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.
- d) Payment of monthly invoices by the Village shall be made within thirty (30) days after receipt by the Village.

## **6.0 AVAILABLE INFORMATION**

- a) Proponents wishing to submit a proposal are encouraged to review the following materials to confirm the accuracy and completeness of their proposal prior to submission.
- b) Electronic consolidated versions of the following are available on the Village website [cumberland.ca](http://cumberland.ca) (*Search Plans, Reports and Studies and Strategic Priorities*). (Note that the website does not contain the official version of any referenced Bylaws: The Village does not warrant the accuracy or completeness of the electronic version of the bylaws and in no event will the Village be liable or responsible for damages of any kind arising out of their use. Please contact the Village directly for official versions of any bylaws.)

- Cumberland Economic Development Strategy 2018-2023
- Cumberland Economic Profile (2017)
- Village of Cumberland Official Community Plan Bylaw 990, 2014 along with map appendixes
- Village of Cumberland 2017 Corporate Strategic Priorities
- 2016 Economic Development Services Delivery Report
- 2016 Comox Valley Employment and Industrial Lands-Based FDI Strategy

There are also documents pertaining to Economic Development in Cumberland that are located on the Comox Valley Economic Development Society website at [discovercomoxvalley.com/resources/](http://discovercomoxvalley.com/resources/)

## **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.12.

### **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 effect 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, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

## **4.0 INSURANCE**

The Consultant will be required to provide and maintain professional liability insurance in an amount not less than \$1,000,000.00 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 Cumberland Investment Attraction Action Plan Consultant

**CLOSING: 10:00 AM PACIFIC DAYLIGHT TIME ON WEDNESDAY, JUNE 19, 2019**

This form must be completed, signed and included with the submission.

The undersigned confirms that their submission is in response to the Request for Proposals for the Village of Cumberland Investment Attraction Action Plan Consultant and the Proponent acknowledges receipt of addenda # \_\_\_\_ through addenda # \_\_\_\_

**Name of Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Contact Name:** \_\_\_\_\_

**Position :** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Email:** \_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Name and Title**

\_\_\_\_\_  
**Date**