

Derelict Building Analysis Consultation Services for the Community of Ocean Falls

The Central Coast Regional District is seeking proposals from qualified Consultants with demonstrated experience to provide an Analysis of Derelict Buildings and options for correction.

Proposals clearly marked “**Request for Proposals – Derelict Building Analysis Consultation Services for the Community of Ocean Falls**” will be accepted until **4:00 P.M. PDT on October 23, 2023** by hard copy or electronic submission to cedo@ccrd.ca.

Proposal documents and further information are available online at the BC Bid at <https://www.bcbid.gov.bc.ca>

The Central Coast Regional District reserves the right to accept or reject any or all proposals and to waive any informality in the proposals received, in each case, without giving any notice. The Central Coast Regional District reserves the right to accept the proposal which is deemed most advantageous.

Fax submissions will **not** be accepted. The lowest or any proposal will not necessarily be accepted.

For further information, please contact:
Economic Development Officer
Email: cedo@ccrd.ca

REQUEST FOR PROPOSALS Derelict Building Analysis

1.0 INVITATION AND INSTRUCTIONS

The Central Coast Regional District (“Regional District”) invites proposals for Derelict Building Analysis Consultation Services for the Community of Ocean Falls.

An electronic copy of the proposal in a single portable document format (PDF) digital file, scanned from the original with signature, named “RFP Derelict Building Analysis Consultation Services for the Community of Ocean Falls,” must be submitted to cedo@ccrd.ca no later than **4:00 p.m. PDT, October 23, 2023**. Responding proponents must have their names and full contact information clearly marked on the Proposal package. Late proposals will not be accepted. **Facsimile proposals will not be accepted.**

To be considered, proposals must be signed by an authorized signatory of the Proponent. By signing the Proposal, the Proponent is bound to statements made in response to this Request for Proposals (this “RFP”). Any proposal received by the Regional District that is unsigned will be rejected.

The Proponent will be competent and capable of providing the Services. The Proponent may be required to provide evidence of previous experience before a contract is awarded.

The Regional District will not be responsible for any costs incurred by proponents which result from the preparation or submission of documents pertaining to this RFP. The accuracy and completeness of the Proposal are the Proponent’s responsibility. Should errors be discovered, the Proponent will correct them at their expense.

RFP documents may be obtained:

- a) in a PDF (public document format) file format from the Regional District’s website at <http://www.ccrd.ca/>
- b) in hard copy from the Regional District office, P O B o x 1 8 6 , 626 Cliff Street, Bella Coola, BC, between 8:30 a.m. and 5:00 p.m., Tuesday through Friday, excluding statutory holidays.

All questions relating to this RFP must be directed to:

Economic Development Officer
Central Coast Regional District
626 Cliff Street
Bella Coola, BC V0T 1C0
Telephone: 250-799-5291 / Email: cedo@ccrd.ca

2.0 BACKGROUND

The Central Coast Regional District (CCRD) was incorporated in 1968 pursuant to the *Local Government Act* of British Columbia. It provides local and regional protective, recreational, environmental and transportation services to less than 5,000 residents of five electoral areas within its boundaries.

3.0 PURPOSE, OBJECTIVE AND INTENTION

The intention of this RFP is to award a contract (the “Contract”) to the successful proponent (the “Consultant”) who can demonstrate the ability to supply and deliver a high-quality product that meets or exceeds the specifications contained within this RFP. The maximum allocated budget for this project is \$50,000.00.

4.0 GENERAL INFORMATION AND INSTRUCTIONS TO PROPONENTS

Proponents finding discrepancies, errors, or omissions in this RFP or requiring clarification on the meaning or intent of any part herein should immediately request clarification from the CAO in written form, either by mail, fax, or email. No responsibility will be accepted for oral instructions. Any work after discovering discrepancies, errors, or omissions will be done at the Proponent's risk.

4.1 Proposal Submissions

An electronic copy of the proposal in a single portable document format (PDF) digital file, scanned from the original with signature, named “RFP Derelict Building Analysis,” must be submitted to cedo@ccrd.ca no later than **4:00 p.m. PDT, October 23, 2023**.

Proposals submitted by fax or not in the Proposal Format will **NOT** be accepted.

Proposals not submitted in strict accordance with these instructions or not complying with the requirements in this RFP may be rejected.

The Regional District will not be responsible for any costs incurred by proponents due to preparing or submitting a proposal for this RFP. The accuracy and completeness of the Proposal are the Proponent’s responsibility. Should errors be discovered, the Proponent will correct them at their expense.

Any proposal received after the closing date and time (4:00 p.m. PDT, October 23, 2023) will be considered disqualified and will be returned unopened to the Proponent.

Proposals may be withdrawn by written request only to the Economic Development Officer at any time before the scheduled closing time. No proponent may withdraw their proposal for sixty (60) days after the closing date.

Submission of a proponent's response and subsequent receipt by the CCRD does not represent a commitment on the part of the CCRD to proceed further with any proponent.

4.2 Regional District's Right to Reject Proposal

In its sole discretion, the Regional District reserves the right to waive informalities in proposals, reject any and all proposals, or accept the proposal deemed most favourable in the interests of the Regional District. The lowest, or any proposal, will not necessarily be awarded.

If a proposal contains a defect or fails in some way to comply with the requirements of this RFP, which, in the sole discretion of the Regional District, is not material, the Regional District may waive the defect and accept the Proposal.

The Regional District reserves the right to reject a proposal based on a potential or perceived conflict of interest.

The Regional District reserves the right to reject any proposal where:

- a) One or more of the directors, officers, principals, partners, senior management employees, shareholders or owners of the Proponent is an officer, employee or director of the Regional District or is a member of the immediate family of an officer, employee or director of the Regional District; or
- b) In the case of a proposal submitted by a proponent who is an individual person, where that individual is an officer, employee or director of the Regional District, or is a member of the immediate family of an officer, employee or director of the Regional District.

By submitting a proposal, the Proponent confirms that clauses a) and b) above are not applicable.

The Regional District reserves the right to reject any proposal submitted by a Proponent who is, or whose principals are, at the time of proposing, engaged in a lawsuit against the Regional District in relation to work similar to that being proposed.

The CCRD is under no obligation to award a contract as a result of this Request for Proposal and reserves the right to terminate the Request for Proposal process at any time. The CCRD reserves the full right, in its sole discretion and according to its own judgment of its best interest, to reject any and all proposals.

5.0 CLAIM FOR COMPENSATION

No proponent shall have any claim for compensation of any kind whatsoever as a result of participating in this RFP.

In the event that the previous paragraph is found to be invalid by a court of competent jurisdiction, then this paragraph will apply. By submitting a proposal, a proponent agrees that they will not claim damages in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing their Proposal for matters relating to this RFP or in respect of the competitive proposal process and the Proponent, by submitting a proposal, waives any claim for loss of profits if a contract is not entered into with the Proponent.

6.0 SCOPE OF WORK AND GENERAL INFORMATION

6.1 Services

The successful applicant will be responsible for conducting a thorough assessment and providing actionable insights into the various aspects related to derelict buildings. The analysis will encompass property ownership, the condition of the properties, estimated cleanup costs (including any hazardous and environmentally sensitive materials), a legal review of cleanup options, implications of non-compliance with bylaws on ownership, and potential next steps.

Responsibilities:

- **Conduct a comprehensive examination of derelict buildings within the community of Ocean Falls within the Central Coast Regional District.**
- **Identify and document property ownership details, including relevant stakeholders.**
- **Assess the state of repair for each derelict building and evaluate the potential risks associated with their current conditions.**
- **Estimate the costs involved in cleaning up and rehabilitating derelict buildings, considering factors such as environmental concerns and safety requirements.**
- **Conduct a legal review of cleanup options, considering relevant regulations, bylaws, and legal frameworks.**
- **Analyze the implications of non-compliance with bylaws on ownership and explore potential solutions.**
- **Provide recommendations for the next steps to address the issue of the derelict buildings, considering financial, legal, and community impact.**

6.2 Qualifications

The successful Proponent will:

- A strong background in urban planning, real estate, or a related field.
- Experience conducting thorough research and analysis, preferably within the context of building rehabilitation or development.
- Knowledge of property ownership structures and associated legal frameworks.
- Familiarity with building codes, bylaws, and regulations governing property maintenance and cleanup.

7.0 SPECIFICATIONS

The minimum requirements for the Services are detailed in the abovementioned *Scope of Work*. Prospective proponents may recommend changes or adjustments to the specifications outlined where the Proponent believes such changes or adjustments will result in a better-quality product. In all cases, the Proponent should provide reasons for the recommended changes or adjustments to the RFP specifications.

8.0 PAYMENT

8.1 Contract Price

All prices for the Services, including supply and delivery, shall be stated in Canadian dollars. Any applicable Federal or Provincial taxes, or levies, must be included in the Proposal but are to be listed separately from the contract price. The contract price must be open for acceptance for sixty (60) days from October 23, 2023. The maximum allocated budget for this project is \$50,000.00.

All amendments and addenda, if any, issued for this RFP. Each amendment and addenda must be signed by the Proponent and included with the Proposal and will form part of the Proposal documents.

9.0 PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

- Demonstrated experience and expertise in urban planning, real estate, or relevant fields.
- Past experience conducting similar research and analysis projects with references from past projects of similar scope.
- Understanding of property ownership structures and relevant legal frameworks.
- Knowledge of building codes, bylaws, and regulations governing property maintenance and cleanup.
- Quality and feasibility of proposed methodology and approach.
- Clarity and coherence of the proposal and referencing the responsibilities under '6.1 Services.'

10.0 CONTRACT SCHEDULE

10.1 Form of Contract

The Contract to supply and deliver the Services will be in the form of a letter of proposal acceptance, purchase order, or other format as agreed upon by the Regional District and the successful proponent and will include this RFP, amendments, and addenda.

10.2 Award of Contract

The Contract is expected to be awarded no later than Wednesday, November 1, 2023. The Regional District may delay the date of awarding the Contract if deemed appropriate by the Regional District.

The successful proponent will be notified of acceptance of its proposal by notification, in writing, delivered to the address on the Proposal. No other communication will constitute acceptance of any proposal.

All proponents will be advised, in writing, as to the awarding of the Contract.

11.0 COMPLIANCE WITH LAWS

The Consultant will give all the notices, obtain all the licenses and permits required to perform the work and provide written confirmation that the Consultant's and sub-contractor's personnel are fully certified to perform the work. The Consultant will comply with all laws, regulations and requirements of authorities having jurisdiction applicable to the work or performance of the Contract.

12.0 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 in the Province of British Columbia.

13.0 RIGHT TO TERMINATE SERVICES

The Regional District may terminate any or all services upon thirty (30) days written notice. If such notice is given, the Regional District will pay only for time and expenses incurred by the Consultant up to the termination date and for any reasonable time and expense incurred to bring the Services to a close in a prompt and orderly manner.

14.0 INDEMNITY

Notwithstanding the provision of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Regional District, its officers, agents, and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomever made, brought or prosecuted and in any manner based upon, arising out, related to, occasioned by or attributable to the activities of the Consultant, its servants, agents, sub-contractors and sub-operators, in providing the Services and performing the work of the Contract, excepting always liability arising solely out of the negligent act or omission of the Regional District.

15.0 INSURANCE

The Consultant, without limiting its obligations or liabilities, and at its own expense, must provide and maintain the following insurances with insurers licensed in the Province of British Columbia in forms acceptable to the Regional District throughout the Contract term. All required insurance (except automobile insurance on vehicles owned by the Contractor) shall be endorsed to show the Regional District as additional insured and provide the Regional District with 30 days advance written notice of cancellation or material change. The Consultant must provide the Regional District with evidence of the required insurance, in a form acceptable to the Regional District, upon notification of award and prior to the execution and delivery of the Contract:

1. Commercial General Liability (CGL), written on an occurrence-based form, in an amount not less than \$3,000,000 inclusive per occurrence, insuring against bodily injury and property damage and including liability assumed under the Contract. The Regional District is to be added as an additional insured. Such CGL coverage shall include the following liability extensions: Contingent Employers Liability, Cross Liability Cover, Broad Form Products &

Completed Obligations, Personal Injury, Blanket Contractual, and Cross Liability.

16.0 REGISTRATION WITH WORKSAFEBC

The Consultant shall abide by all provisions of the *Workers Compensation Act* and its regulations and may be required to sign a WorkSafeBC Safety Covenant in the form provided by the Regional District. The Consultant must be a registrant in good standing at all times with WorkSafeBC for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance letter confirming that all assessments have been paid and the Consultant is in good standing.

17.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

Proposals will be received and held in confidence by the Regional District, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* and this RFP.

All documents, including proposals, submitted to the Regional District become the property of the Regional District. The Regional District will provide a debriefing for proponents upon request by a proponent, subject to the *Freedom of Information and Protection of Privacy Act*.

18.0 RIGHTS OF WAIVER

A waiver, or any breach of a provision of this RFP, will not constitute or operate as a waiver, or any other breach, of any other provisions, nor will any failure to enforce any provision herein operate as a waiver of such provisions or any other provisions.

19.0 SEVERABILITY

All paragraphs of the Contract are severable one from the other. Should a court of competent jurisdiction find that any one or more paragraphs herein are void, the validity of the remaining paragraphs hereof will not be affected.