



REQUEST FOR PROPOSAL:

**DISTRICT OF LOGAN LAKE
OFFICIAL COMMUNITY PLAN (OCP) and
ZONING BYLAW UPDATE**

CONTRACT No. RFP-2025-01

Closing:

February 28, 2025 at 3:00 PM (PST)

Prepared by:

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250-523-6225

**District of Logan Lake
Box 190, 1 Opal Drive
Logan Lake, BC V0K 1W0**

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SECTION 1 – INVITATION & INSTRUCTIONS TO PROPONENTS

1.1 Executive Summary

The District of Logan Lake (DoLL) seeks proposals from qualified firms for the provision of an Official Community Plan (OCP) and corresponding Zoning Bylaw update for the municipality.

Proponents must demonstrate familiarity and experience in developing housing needs reports in alignment with the *Local Government Act*; including the collection and analysis of relevant data, community engagement, and how to present the information in a manner that informs zoning bylaw and housing policy and facilitates periodic updates, as legislated.

1.2 Term of Contract

The Contractor is to commence work no later than **March 17th, 2025** and conclude prior to **December 31st, 2025**.

1.3 Request for Proposal Terminology

The following terms apply to this Request for Proposal (RFP) and to any subsequent Contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms.

Throughout this Request for Proposal, terminology is used as follows:

- a) **“Contract”** means the written agreement resulting from this Request for Proposal executed by the DoLL and the Successful Proponent;
- b) **“Contractor”** means the successful Proponent to this Request for Proposal who enters into a written Contract with the DoLL;
- c) **“District”** means the District of Logan Lake or DoLL;
- d) **“District Representative”** means the DoLL appointee who supervises the work;
- e) **“Must”** or **“Mandatory”** means a requirement that must be met for a proposal to be considered;
- f) **“Proponent”** means an individual or a company that submits, or intends to submit, a proposal in response to this Request for Proposal;
- g) **“Proposal”** means the Proponent’s submission in response to this RFP;
- h) **“RFP”** means *this* Request for Proposal and includes the documents listed in the index of the Request for Proposal and any modifications thereof or additions thereto incorporated by addenda before the Closing Deadline;
- i) **“Should”** or **“Desirable”** means a requirement having a significant degree of importance to the objectives of the Request for Proposal;
- j) **“Subcontractor”** includes a person, firm or corporation having a contract with the Successful Proponent for execution of parts or furnishing to the Successful Proponent materials called for in the RFP;
- k) **“Successful Proponent”** means the Proponent submitted the most advantageous RFP as determined by the DoLL.

1.4 Proposal Documents

It is the responsibility of the Proponent to ascertain they have received all Proposal documents. Upon submission of their Proposal, the Proponent shall be deemed conclusively to have been in full possession of all Proposal Documents.

1.5 Intent to Submit

Proponents intending to submit a Proposal should provide an email to: cao@loganlake.ca

A Proponent who does not submit an *Intent to Submit* email may not be sent any addenda. A Proponent who provides an *Intent to Submit* email is NOT obligated to submit a Proposal.

1.6 Inquiries and Clarifications

It is the responsibility of the Proponent to thoroughly examine the documents and ensure that the requirements are fully understood. Requests for clarification or additional information related to this RFP must be directed, **via email**, to:

Wade Archambault, Chief Administrative Officer

Email: cao@loganlake.ca

Inquiries will be accepted until **2:00 pm (PST) on February 19, 2025**.

Information obtained from any other source is not official and should not be relied upon. Inquiries and responses will be recorded and may be distributed to all Proponents at DoLL's option.

1.7 Proposal Submission Closing Date, Time and Location

Proposals must be received by **3:00 pm (PST) on Friday, February 28th, 2025**, as identified on the cover page with the name and address of the proponent and the Project name: **"Request for Proposal: DOLL Official Community Plan and Zoning Bylaw Update"** by mail/courier or via email at the following address:

District of Logan Lake

1 Opal Drive, Logan Lake, BC

V0K 1W0

cao@loganlake.ca

The Proposal must be completed and signed by a person authorized to sign on behalf of the Proponent and authorized to bind the Proponent to any statements made in response to this RFP.

Note: The DoLL email server accepts limited file size; it is the responsibility of the Proponents who wish to email a digital format of their Proposal to seek confirmation of receipt of mail prior to the closing time.

Faxed proposals will not be accepted.

1.8 Ownership of Proposals and Freedom of Information

All responses to this RFP become the property of the DoLL. By submitting a Proposal the Proponent agrees the DoLL has the right to copy the Proposal documents. Proposals will be held in confidence by the DoLL, subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. The requirement for confidentiality does not apply to any Proposal that is incorporated into a Contract for the Work. Further, when making a recommendation for Contract award, the DoLL may disclose all or part of any Proposal to the DoLL Mayor and Council at a public meeting of Council.

1.9 Right to Accept or Reject Proposal

The lowest price Proposal or any Proposal will not necessarily be accepted. The District reserves the right to accept a Proposal which, in its unfettered discretion, is deemed most advantageous to the District. The District also reserves the right to reject any or all Proposals, in each case without giving any notice, and without liability to any Proponent or Proponents. The District reserves the right, in its sole discretion, to negotiate with any or all Proponents.

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

1. this RFP will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
2. neither the proponent nor the District will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a proposal submitted in response to this RFP.

Proposals that contain qualifying conditions or may otherwise fail to conform to the Instructions to Proponents may be disqualified or rejected.

The District also reserves the additional right, in its sole discretion, to waive irregularities in the Proposal form, whether of a minor or a major nature. Notwithstanding any other provision in the RFP document, the District has in its sole discretion, the unfettered right to:

- accept any Proposal;
- reject any Proposal;
- reject all Proposals;
- accept a Proposal which is not the lowest Proposal;
- accept a Proposal that deviates from the Requirements, Particulars, Specifications or the conditions specified in this RFP;
- reject a Proposal even if it is the only Proposal received by the District;
- accept all or any part of a Proposal; and
- split the Requirements between one or more Proponents.

1.10 No Claim for Compensation

The DoLL is not responsible for the costs of Proposal preparation or submission. No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the Request for Proposal, and by submitting a Proposal each Proponent shall be deemed to have agreed that it has no claim.

1.11 Conflict of Interest

By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent has any financial or personal relationship or affiliation with any elected official or employee of the DoLL or their immediate families which might in any way be seen (in the DoLL's sole and unfettered discretion) to create a conflict.

1.12 Anti-Collusion, Fraud & Corruption

The Proponent shall not communicate to any person prior to the opening of Proposals (other than to the DoLL through the delivery of a Proposal) the amount of any Proposal, or at any time adjust the amount of any Proposal by arrangement with any other persons, make any arrangement with any other person about whether or not he or that other person should submit a Proposal or otherwise collude with any other person in any manner whatsoever in the Proposal process.

Any breach of this provision or non-compliance on the part of a Proponent shall, without affecting the Proponent's liability for such breach or non-compliance, result in disqualification.

1.13 Confidentiality

Confidential information about the DoLL obtained by Proponents must not be disclosed unless authorized, in writing, by the DoLL. This confidentiality obligation will survive Contract termination.

1.14 Irrevocability and Acceptance of Proposal

After the Closing Date and Time, all Proposals are irrevocable. By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the DoLL for the Work on the terms and conditions set out in the Proposal.

Proposals will be irrevocable and open for acceptance by the DoLL for a period of ninety (90) calendar days from the day following the Proposal Closing Date and Time, even if the Proposal of another Proponent is accepted by the DoLL. By submission of a clear and detailed written notice the Proponent may amend or withdraw its Proposal PRIOR to the closing date and time.

1.15 Irregularities and Informalities

The DoLL reserves the right, at its sole discretion to waive minor irregularities and informalities in any Proposal and to seek clarification or additional information on any area of any Proposal when it is in the best interest of the DOLL to do so.

1.16 Minor Discrepancies or Omissions

Proponents finding discrepancies or omissions in the specifications or other documents or having doubts about the meaning or intent of any part thereof should immediately request clarification, by email, from A. Krause, General Manager of Development Services, who may send written instructions or explanations to all parties having emailed an Intent to Submit. Any work on a Proposal done by the Proponent after the discovery of discrepancies, errors, or omissions, which the Proponent fails to seek clarification about, shall be done at the Proponent's risk.

1.17 Modification of Terms/Addenda

The DoLL reserves the right to modify the terms of this Request for Proposal at any time before the Closing Date and Time in its sole discretion. Written Addenda are the only means of amending or clarifying any of the information contained in the information package. No employee or agent of the DoLL is authorized to amend or clarify the content of the information package or any Addenda except by issuing an Addendum. The DoLL makes no guarantee as to the timely delivery of any Addendum. Addenda issued prior to closing of this Invitation to Proposal shall become a part of the Proposal Documents.

1.18 Liability for Errors

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

1.19 Basis of Contract Award

Proponents should note that the DoLL intends to review and enter into a Contract for the Work based on the factors considered essential by the DoLL to undertake the Work, generally as set out in [Appendix A: Proposal Evaluation Criteria](#).

The evaluation process will be conducted solely at the discretion of the DoLL which may utilize other criteria in the review of Proposals other than those in Appendix A. In particular, the price to carry out the work is not the primary criterion utilized by the DoLL. The DoLL reserves the right to make inquiries regarding any or all Proposals to verify all information submitted by Proponents who may be required to provide further evidence of previous experience, financial responsibility, and additional information concerning the Proponent or their Proposal including, but not limited to, a more detailed breakdown of components of the proposed prices.

The DoLL reserves the right, at its discretion, to negotiate with any Proponent that the DoLL believes has the most advantageous Proposal or with any other Proponent or Proponents concurrently. In no event will the DoLL be required to offer any modified terms to any other Proponent prior to entering into a Contract with the successful Proponent, and the DoLL shall incur no liability to any other Proponent as a result of such negotiations or modifications.

The DoLL reserves the right to reject any Proposals of a company that is, or whose principals are, at the time of submitting a Proposal, engaged in a lawsuit against the DoLL in relation to work similar to that being proposed.

1.20 Definition of Contract

Notice in writing to a Proponent that it has been identified as the Contractor and the subsequent full execution of a written Agreement will constitute a Contract for the performance of the Work and no Proponent will acquire any legal or equitable rights or privileges relative to the Work until the occurrence of both such events. This RFP is not an Agreement or Contract to purchase services.

Neither the acceptance of a Proposal nor the execution of a Contract will constitute approval of any activity or development contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, regional district or municipal statute, regulation or bylaw.

1.21 Form of Contract

By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent as approved by the DoLL, it is willing to enter into a Consulting Services Agreement with the DoLL within fifteen (15) days of the date of the Notice of Award.

By submission of a Proposal, the Proponent agrees that, should it be identified as the Contractor, it is willing provide to the DoLL the necessary Insurance Policies, and WorkSafe BC Clearance Letter within fifteen (15) days of the date of the Notice of Award.

SECTION 2 – PROJECT SPECIFICATIONS

2.1 DoLL Context

Logan Lake was incorporated as a Village in 1970 and then as a District municipality in 1983 and is currently home to approximately 2,300 citizens. Logan Lake residents enjoy one of the finest lifestyles in Canada. Rich community culture, vibrant businesses and a well-managed municipality provide opportunities for families and individuals to thrive. At 1,067 metres (3,500 feet) Logan Lake is the 5th highest community in British Columbia, ensuring that residents enjoy beautiful sunny skies all year long and a canopy of brilliant stars at night. Logan Lake is famous for its warm, welcoming atmosphere. Our residents are proud of their community and work together to make Logan Lake a safe and healthy place to live and work.



2.2 Project Scope

The successful proponent will deliver a new Official Community Plan and corresponding updated Zoning Bylaw for the DoLL, building on Housing Needs Report (HNR) completed in 2024. The reports must follow the framework set by the Province in accordance with Bill 44 – *Housing Statutes (Residential Development) Amendment Act, 2023*.

2.3 Project Objectives

The OCP is the District's principal land use planning document, and will guide future community decision making by Council and Staff. The existing OCP was approved in 2010, and there has been considerable change in the community since that time. The OCP is the District's principal tool to manage change in the community, and to guide the future growth and future decision making. It is essential that the plan remains current and relevant to the conditions and circumstances in which it is used. The **project goal** is completion of reports that meet the municipalities' diverse needs; and to satisfy *Local Government Act* criteria as per the recent Bill 44 amendments. Project objectives more specifically include the following:

- Meet all Provincial requirements under any legislated acts. Ie. Division 4 – Local Government act, including newly adopted Bill 44 and any other relevant regulations.
- Understand housing supply, demand, and needs and align those with the District's OCP and Zoning Bylaws.
- Community consultation to produce an OCP that will align with the District's future growth.
- Aligning the newly formed OCP with the District's Zoning Bylaw.

2.4 Scope of Analysis & Activities

Proposals must prepare and submit a work plan that achieve the following:

- Review/analysis of existing literature including the HNR (2024), Current OCP (2010), Zoning Bylaw (2010), Strategic Plan (2023) and any other relevant data compiled by the Province or DoLL.
- A targeted engagement strategy that reflects the needs of the project and includes relevant internal and external agencies. This includes but is not limited to at very least, one at the early phase of the project with the DoLL Council. The Successful Proponent is required to organize all meetings including sending invitations, room booking, audio-visual support, any catering, and any other specific meeting arrangements.
- An Engagement Summary Report presenting the results of the community engagement with recommendations on how to address community planning needs as identified.
- Completion of an OCP and corresponding updates to the Zoning Bylaw that aligns with the requirements of the Province. The report must correspond to the data collected during the HNR (2024) as per the requirements outlined by the Province.
- Review existing OCP and Zoning Bylaw and suggest policy to address needs, desires, and gaps, all to better enable participants to pursue collaborative projects and leverage external funding and support for District initiatives.
- Create a template (in Word) which can be used by participants within this project to meet the legislative requirements for future updates every five years.

2.5 Relevant Documents and Reports

The following documents are included with this RFP for reference when preparing for submission:

- Housing Needs Report (HNR) – 2024
- Official Community Plan (OCP) – 2010
- Zoning Bylaw – 2010
- Council Strategic Plan – 2023

2.6 Deliverables

- Summary of Community Engagement and recommendations.
- Completed OCP and Zoning Bylaw along with fillable template to enable future updates.
- Presentation with the purpose of ‘acceptance’ by the DoLL Council.

2.7 Milestone Dates

| | |
|---|----------------------------------|
| Request for Proposals Issuance | February 1 st , 2025 |
| Request for Proposal Closing | February 28 th , 2025 |
| Anticipated Award | March, 2025 |
| Start Up Meeting | March, 2025 |
| Report contents & framework | April, 2025 |
| Profiles, data collection, community engagement | April to September, 2025 |
| Draft OCP & Zoning | October/November, 2025 |
| Final OCP & Zoning Documents | End of November, 2025 |
| Presentation to DoLL | December, 2025 |

2.8 Project Budget

The target budget for this project is **\$125,000**. Proposals will be evaluated based on their delivery of services relative to the cost of those deliverables.

2.9 Project Process and Reporting Structure

The Successful Proponent will be required to liaise with DoLL staff throughout the project. Staff will be available on an ongoing basis to discuss issues as they arise. Contact with the District will be through Wade Archambault, CAO, or in his absence through Laurel Grimm, Director of Corporate Affairs. While the Successful Proponent will communicate with individual stakeholders, issues, and questions must be channeled via the DoLL as the contract signatory. All work must be approved by and carried out to the satisfaction of the DoLL.

SECTION 3 – PROPOSAL SUBMISSION

3.1 Proposal Format

The Proposal should convey the Proponent's intent in a clear and concise manner. The Proposal should contain a cover letter, a 1-page executive summary of the key features of the Proposal, followed by the elements identified in Section 3.2 below (on consecutively numbered pages).

3.2 Proposal Content

The Proposal should contain the following elements:

3.2.1 Ability and Experience

- The Proponent will demonstrate their ability to complete the services described in Section 2, Scope of the Work, according to the timelines set out.
- The Proponent will provide two (2) examples of projects they have completed that are similar in scope to the Work described in Section 2. These samples should demonstrate ability to complete the Work; familiarity with a methodology to collect the required data and information; and experience in providing similar documents to local governments.
- The Proponent will provide as part of the Proposal Submission the resume and contact information of the person doing the work; or resumes of all team members if the Work will be completed by more than one person, along with a main point of contact to be used by the Regional District if there is more than one person doing the Work.
- The Proponent will demonstrate that they and/or their team members have at least three (3) years of experience in providing similar services to a government or not-for-profit agency or a large corporation and demonstrate the high quality of the services you provided.

3.2.2 Methodology, Engagement and Schedule

- A workplan the outlines methodology around required background research, engagement and development of both bylaws and the overall timeline to achieve this.
- An engagement plan presenting options for community engagement with recommendations on how to address best achieve the desired outcomes.
- All workplans must comply with all Provincial Regulations and consultation requirements.

3.2.3 Cost Effectiveness

Based on the information provided in Section 2, Project Specifications, and based on the Proponent's experience conducting similar projects, the Proponent will provide their costs for performing the work in the following format:

- Total estimated cost for scope of Work and hourly rate for research and analysis; for edits and proofs beyond that described in the Scope of the Work
- The Proposal should also include details of Proponent's preferred arrangements for mileage and other disbursements
- The Proposal should show different levels of consultation/stakeholder engagement and provide a specific cost breakdown for the engagement portion of the project.

APPENDIX A – Evaluation Form

| Proponent: | |
|---|-----------|
| Reviewed By: | Date: |
| Weighting | |
| Project Team & Relevant Experience (20 points): | 20 points |
| <ul style="list-style-type: none"> • Knowledge, skills, proven ability, professional qualifications of the <i>assigned</i> project team • Previous experience with preparing of Housing Needs Reports • Approach a good fit for participant needs and expectations | |
| Score: | |
| Methodology (20 points) | 50 points |
| <ul style="list-style-type: none"> • Work plan with methodology to accomplish the identified RFP tasks • Approach demonstrates creative opportunities and rigorous research for a successful outcome and thus enables sound policy | |
| Engagement Strategy (15 points) | |
| <ul style="list-style-type: none"> • Project team, work experience esp. with rural/small communities, NGOs, service providers, and individual community members • Engagement plan with stakeholders • Examples of efficient & creative public engagement processes | |
| Schedule (15 points) | |
| <ul style="list-style-type: none"> • Commitment level to complete the work according to schedule, <i>esp. in relation to needs across BC</i> | |
| Score: | |
| Costs | 30 points |
| <ul style="list-style-type: none"> • Total costs associated with the project including proponent costs and other associated costs • Costs relative to deliverables | |
| Score: | |
| TOTAL SCORE (out of 100) | |