



REQUEST FOR PROPOSALS

Title: Tourism Strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark

Important dates and times to note:

RFP Issue Date	Thursday, April 25, 2019
Deadline for Inquiries	4:00 pm Thursday, May 9, 2019
<i>RFP Closing Date and time</i>	2:00 pm (PST), Thursday May 23, 2019
<i>Proponent Interviews (Optional)</i>	
Anticipated Contract Award	Tuesday May 28, 2019
Project Completion Deadline	Tuesday September 2, 2019



Request for Proposals

Part A - Overview of Project

1.0 Overview

This Request for Proposal (RFP) identifies a business opportunity to develop an updated five (5) year tourism strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark (TRUGG). This strategy will be produced for the District of Tumbler Ridge (District), and project managed by the Economic Development Office.

The District of Tumbler Ridge is seeking experienced and creative tourism development professionals with a strong economic diversification and community development background who can identify opportunities to further strengthen the community and tourism foundations we have already built and to help us to build a more resilient and sustainable tourist destination. Part of this sustainability objective must focus on ensuring that all major stakeholders such as the local First Nations, TRUGG, Tumbler Ridge Museum Foundation, Wolverine Nordic and Mountain Society, Tumbler Ridge Mountain Bike Association, Tumbler Ridge Ridge Rider Snowmobile Association, Tumbler Ridge ATV Club, existing tour providers and local hoteliers can all reference and implement aspects of the strategy in their respective endeavors.

We are seeking professionals who will look at our community with a fresh perspective and make recommendations that will help us to grow the appeal of the community both as a tourism business and investment opportunity and a tourist destination.

The Terms of Reference and Deliverables for this strategy are disclosed within **Schedule "A"**, Terms of Reference and Deliverables.

Proponents are encouraged to read this RFP document thoroughly and to submit any questions as per Part B, Instructions to Proponents before the deadline for enquiries.

The Terms of Reference and Deliverables as stated in this RFP are as envisioned by the District at the time of writing this RFP, but may change or be refined as per Proposals received, during discussions and negotiations.

1.1 General Background and Project Objectives

Tumbler Ridge is a small rural community of approximately 2,500 people in the Peace region of Northeast British Columbia. Built and incorporated in the early 1980's to house miners and their families in what has become one of the richest known metallurgical coal deposits in the world, Tumbler Ridge has earned a reputation as a single industry, boom and bust town. The fluctuating fortunes of the mines exposes Tumbler Ridge to social and economic downturns with significantly higher than usual unemployment rates and considerable risks to the local tax base during the downturns. This is a reputation that we would like to shed over time through carefully designed initiatives that will help us to grow and diversify our economy.

The vision of the economic development office is to grow the tourism sector and encourage tourism business development and employment opportunities that will help to diversify the local economy and sustain the community through future resource downturns. Tumbler Ridge has experienced substantial

growth as a tourist destination since 2014 when the community and the surrounding area was awarded the internationally recognized and prestigious UNESCO Global Geopark designation. Tumbler Ridge is the second of three such designations in Canada; the second of five in North America and the only one in western North America. Additional information can be found at www.TumblerRidgeGeopark.ca.

Tourism associated with our geopark and spectacular backcountry offerings provides Tumbler Ridge with one of its greatest economic diversification opportunities. Despite having many tourism business opportunities, many opportunities remain unfilled.

To date, we have focused considerable resources on achieving the recommendations in our current tourism strategy. These include community development and capacity building initiatives, including the construction of a beautiful new visitor information centre, new geopark branding, upgrades to trail amenities and the development of a new, branded signage and wayfinding network.

While visitor numbers are relatively low at present, momentum is growing and we want to stay ahead of the game in terms of providing the infrastructure and services to support this growth. The numbers below indicate visitor numbers to our visitor centre only. It is estimated that around one in three visitors to Tumbler Ridge use our visitor centre.

Year	Visitors
2013	1,982
2014	5,191
2015	9,862
2016	10,567
2017	16,208
2018	11,372

Visitor numbers throughout the North Peace Region saw a drop in 2018. This may be attributed to the wildfires and associated negative press that the province received.

Visitation to Tumbler Ridge so far in 2019 is looking very promising. Our winter season is growing as our reputation as an exceptional sledding and waterfall ice climbing destination grows. This growing winter market is primarily from nearby communities such as Dawson Creek, Fort St. John and Grande Prairie. Our profile as an exceptional snowmobiling destination has recently been enhanced as we were voted western Canada's SnoRiders SledTown Champions for 2019 (beating Flin Flon, Manitoba in the final round). In addition, we were recently the location of one of six Game of Thrones thrones that were distributed to six secret locations around the world. This high profile publicity event was spearheaded by HBO to promote the final season of the hit show. This event brought international attention to Tumbler Ridge and record numbers of visitors from as far afield as Saskatchewan, Alaska, Washington State and Vancouver.

Rebranding and marketing efforts in recent years have also helped to fuel significant growth in numbers. As well, we have garnered national and international media attention in recent years through the filming of an episode of the CBC show "Still Standing" in 2016, the discovery of British Columbia's first dinosaur skull in Tumbler Ridge, together with the 75th anniversary celebrations for the Alaska Highway in 2017. Tumbler Ridge also hosted the Canadian women's hockey team prior to the Vancouver Olympics in 2010.

Despite growing visitor numbers, Tumbler Ridge still does not have a great variety of businesses that provide visitors with adventurous and memorable experiences. The economic development office suggests that while manageable and sustainable growth in tourist numbers should be encouraged, the priority should be to sustain current visitor levels and to encourage these visitors to stay longer and to spend more while in the area. To achieve this, there needs to be greater emphasis placed on experiential forms of tourism

development, festivals and events and “third place” development (places to eat, shop and relax) rather than relying on current passive consumption.

Tumbler Ridge would like to sustain the wilderness qualities it is becoming increasingly known for by expanding capacity and expanding our visitor experience offerings. We believe that our tourism niche is primarily:

- People visiting friends and relatives (VFR);
- High spending outdoor sports and recreation enthusiasts;
- Individuals and families who wish to learn about the Back Country, participate in activities and learn new skills;
- Niche conferences and meetings.

To help grow these target sectors, the economic development office signed Tumbler Ridge up to the BC Provincial Nominee Program Entrepreneur Immigration Regional Pilot in March 2019. Tumbler Ridge is one of around thirty participating communities and the only one in northeast BC. <https://www.welcomebc.ca/Immigrate-to-B-C/BC-PNP-Entrepreneur-Immigration/Entrepreneur-Immigration-Regional-Pilot>

The requirement of this program is that participating communities identify three North American Industry Classification System (NAICS) codes that they wish to focus on. Within this specific program, participating communities cannot accept business proposals from sectors outside of these three identified NAICS sectors. Tumbler Ridge has chosen to focus on attracting “Quality of Place” entrepreneurs who will help us to make Tumbler Ridge an even more desirable place to live, invest and visit. You will note that the initial NAICS codes below are extremely broad and high level. This is an intentional aspect of the program which provides foreign entrepreneurs with an opportunity to explore many different sectorial business ideas that we may not have thought of.

[611 – Educational services](#)

[713 – Amusement, gambling and recreation industries](#) (excluding [7132 – Gambling industries](#))

[721 – Accommodation services](#)

There are four main sections of this project with multiple components within each of these sections:

- a. Conduct a thorough review of existing data including Tumbler Ridge’s current [Community Tourism Plan 2014](#), [Destination Visitor Experience Assessment 2015](#), [Visitor Experience Guide 2019](#), [Community Profile](#) and [Investment Readiness and Economic Development Plan 2018-2020](#). Also review existing websites www.TumblerRidge.ca, <http://tumbleridgegeopark.ca/> and www.InvestTumblerRidge.ca to get a feel for the community.
- b. Conduct a new Destination Visitor Experience Assessment to gauge progress since the last assessment in 2015 and to ascertain gaps that need to be addressed.
- c. Recommend “Made in Tumbler Ridge” initiatives that are drawn from best practices elsewhere to use tourism development to strengthen the appeal and vibrancy of our downtown. It is also expected that the strategy will place emphasis on tourism initiatives that will support and strengthen our existing businesses and help to sustain our resident population and business community through future mining downturns.
- d. Engage with representatives of the tourism sector including the Tumbler Ridge Global Geopark, Tumbler Ridge Museum Foundation, local educational establishments, visitor experience providers,

visitor services, municipal government staff and elected officials to ensure the tourism strategy complements their objectives.

1.2 Objectives of this RFP

The primary objective of this RFP is to select the Proponent with the best combination of capability and experience to efficiently and cost-effectively undertake and successfully complete the contract.

The District of Tumbler Ridge expects a single bidder to take responsibility for the entire contract. While partnerships and subcontracting are permissible, one firm shall be the prime supplier on the contract.

To receive Proposals that include sufficiently detailed information, including for example, a detailed project plan, so as to facilitate a timely and thorough implementation process. Please reference **Schedule “B”**, Proposal Content and Format, for detailed information in regards to the proposal submission.

To select a Preferred Proponent(s), in the District’s sole opinion, and negotiate a mutually agreeable Contract in a timely fashion facilitating the timely execution of the project.

1.3 General Objectives of the Tourism Strategy

In general, to have an expert Consultant look at the District of Tumbler Ridge’s existing economic and social situation and to devise a well-informed, sustainable and integrated path to attracting and retaining a new demographic of professionals and entrepreneurs that will grow and diversify the local economy and support local services.

To continue with destination enhancement projects

Please reference **Schedule “A”**, Terms of Reference and Deliverables, for a more detailed listing of the specific objectives of the investment readiness and marketing plan.

2 Project Budget

The District Tumbler Ridge’s *initial* Project Budget is \$35,000.

The proposed scope of work may have to be adjusted to ensure that the cost of the services remains within budget. Alternatively, there may be financial flexibility to propose a more far reaching scope for the project and create added value for the municipality. The Proponent should identify possible changes in the scope of work proposed to support the objectives of the project, together with possible budget adjustments.

DELIVERABLES

- Prepare a realistic, comprehensive and Tumbler Ridge-appropriate tourism strategy for Tumbler Ridge and the Tumbler Ridge UNESCO Global Geopark;

- Deliver a strategy that all local tourism stakeholders can relate to and implement;
- Identify opportunities to incorporate Northern BC Tourism and Destination BC priorities and 10-Year Northeastern BC Destination Development Strategy into the plan;
- Identify projects and actions that will assist stakeholders to further enhance community and tourism asset development;
- Identify opportunities for stakeholders to use tourism as a catalyst for downtown revitalization initiatives;
- Work with key stakeholders, including the economic development office, elected leaders, government and industry professionals and sector-specific professionals to clearly identify key business gaps with the greatest potential to succeed in Tumbler Ridge;
- Identify typical demographics for these identified sectors together with a clear plan of how to effectively target and reach these people and entice them to visit, relocate/ invest in Tumbler Ridge;
- Identify opportunities for our existing businesses to diversify their businesses to benefit from any emerging economic growth and tourism diversification opportunities;
- A thorough public outreach/ communication plan at key stages in the process that ensures ample opportunities for public, Council and stakeholder input.

SELECTION & COMMISSIONING PROCESS

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two District staff members and two members of the Tourism Action Committee;
2. Each Evaluation Team member shall independently complete the RFP Evaluation Form for each Proposal;
3. Evaluation Team members will meet to evaluate scores and identify the successful bid.

Copies of the Request for Proposal documents are available on request from:

Town Hall Front Desk
 305 Iles Way, Tumbler Ridge, BC
 Telephone: 250-242-4242 or by downloading from the District Website at:
www.districtoftumblerridge.ca

Proposals with the envelope clearly marked:

"Tourism Strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark " will be received at the following address **until 2 PM, local time, Thursday, May 23, 2019:**

Attention: Director of Corporate Services
 District of Tumbler Ridge PO Box 100
 Tumbler Ridge, BC
 V0C 2W0

Proposals can also be hand-delivered to:

Town Hall Front Desk
 305 Iles Way,
 Tumbler Ridge, BC
 V0C 2W0

The District of Tumbler Ridge:

- *Reserve the right to enter into negotiations with any proponent;*

- *Reserve the right to not follow through or award the contract to any proponent;*
- *According to District policy the council must approve the RFP choice;*

PART B

INSTRUCTIONS TO PROPONENTS

1. Submission of Proposal

Five (5) physical copies of each proposal shall be submitted in a sealed envelope and shall be addressed to:

Attention: Director of Corporate Services
District of Tumbler Ridge
Box 100, Tumbler Ridge BC V0C 2W0

Proposals and or Amendments to Proposals will not be accepted via electronic transmission. Proposals and their sealed envelopes must be clearly marked "**Tourism Strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark**".

2. Closing Date

Proposals will be received up to and including **2:00 pm, Thursday, May 23, 2019**. Proposals received after the closing time will be rejected and returned unopened. Responses will be opened in public.

3. Term of Work

The Work outlined in this Proposal shall be completed before **Tuesday, September 2, 2019**.

4. RFP Clarification

If a Proposer has any question(s) about the contents of the RFP, or about any matters relating to it (including any clarification, errors or omissions of or in this RFP), the question must be directed in writing, and not orally, to the District's representative with the subject line "**Tourism Strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark**" to the email address set out below by **4:00pm on Thursday, May 9, 2019**. The District's representative will respond to inquiries via addendum posted to the District website at **www.DistrictofTumblerRidge.ca/TownHall/tendersandRFPS** no later than **4:00 pm Thursday, May 9, 2019**.

email: jpowell@dtr.ca

5. Acceptability of Proposals

- Proposals should be submitted in the Proposal Format as outlined in Proposal Content & Evaluation Criteria. Proposals that are unsigned, incomplete, conditional, unbalanced, obscure, or contain irregularities of any kind, may be rejected as informal. Proposal Form must contain the Contractor's business or home address and his legal status must be disclosed and must be signed by a duly authorized official.
- The Proposal is irrevocable and open for acceptance for a period of **sixty (60)** days from the date of closing of this Proposal Call.
- The District reserves the right in its sole and absolute discretion, to accept or reject any or all proposals, to accept or reject any part of any proposal, and to make one award of each portion or on any two or more portions of the specifications herein, according to the District's own judgement of its best interests. The lowest priced proposal will not necessarily be accepted. Proposals will only be considered from reputable firms with proven previous experience on projects involving work of a similar nature, magnitude and complexity to that which will be covered by the contract.

- d. The District reserves the right in its sole and absolute discretion to waive any irregularities or insufficiency and to accept the Proposal which it deems most advantageous. If the District determines that a proposal contains false or misleading information, the District is entitled to reject that proposal at any time as being invalid.
- e. The District shall not be obligated either to accept or reject any non-compliance with the requirements of this request.

6. Additional Information

The District may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the District may make such requests to only selected Proponents. The District may consider such clarifications or additional information in evaluating a Proposal.

7. Interviews

The District may, at its discretion, invite some or all of the Proponents to appear before the District to provide clarifications of their Proposals. In such event, the District will be entitled to consider the answers received in evaluating Proposals.

The District may, at its discretion, invite shortlisted Proponents to participate in an interview.

8. Proposal Content and Format

Proponents are strongly urged to follow the format and content and to include sufficiently detailed information as outlined in **Schedule "B"** (Proposal Content and Format) to allow for a thorough, detailed and timely evaluation of responses.

Proponents may not have further opportunity to provide additional information and may have their Proposal(s) evaluated on the basis of the Proposal(s) as received, without opportunity to provide further information.

9. Evaluation and Selection

The evaluation of Proposals will be conducted at the District's sole discretion and may include consultation with others, references, industry research, etc. Any information obtained by the District, whether provided by the Proponent or not, may be used in the evaluation process.

The District intends to evaluate proposals based on the best overall value to the District, at its sole discretion.

The District is not obligated to complete a detailed evaluation of all Proposals and may, at its discretion, after completing a preliminary review of all the Proposals, identify and drop from the detailed evaluation any Proposal that the District deems is not in contention to be recommended for final selection.

Contract award, if any, is subject to the District's policies, procedures and bylaws, including funding approval, and will require approval by the elected Council of the District of Tumbler Ridge.

10. Evaluation Process

There will be a two part evaluation process for this RFP as follows:

- 1) **Pass / Fail Test.** Proposals will first undergo a pass fail test where the District will look to see if the:
 - Proposal contains the necessary content, structure and detail to effectively and efficiently evaluate it;
 - Proponent has demonstrated that they or their team have the required level of skills, expertise, experience, qualifications, etc., to successfully execute the project; and
 - Proponent has provided a minimum of three (3) references of successful projects of similar size and or complexity.
 - Information and level of detail in the Project plan submitted is sufficient.
- 2) **Detailed evaluation:** Proposals passing the initial pass/fail test will receive a detailed evaluation based on:
 - Overall Proposal quality, content, format;
 - Financial offering including, but not limited to unit, lump sum or other types of price offerings including any additional reimbursable costs that may apply, early payment discounts, add-on services offered at reduced or no cost for consideration;
 - Demonstrated qualifications, experience, expertise, of the Proponent (including but not limited to their partners, employees, sub-contractors who are proposed to execute all or any parts of the project);
 - Qualifications, experience, education of the key persons of the Proponent to be executing the services;
 - Performance and experience on similar projects;
 - Any and all aspects of the detailed project plan included with the Proposal;
 - Results of any interview or presentation conducted;
 - References checked named or otherwise;

- Value added offerings; and
- Any other relevant criteria at the sole discretion of the District.

The above list is not intended to be an exhaustive or comprehensive list but rather a general guideline of what may be considered during the detailed evaluation process.

The District may, at its discretion, request clarifications or additional information from a Proponent(s), and the District may make such requests to selected Proponent(s) only. The District may consider such clarifications or additional information in evaluating a Proposal.

Proponents are advised that no information relating to our process will be given out after the closing date or while the evaluation and selection process is underway. Proponents are asked to refrain from contacting the District during the evaluation process.

Proponents will be advised of the outcome of the process after it is concluded, whether by the award of a Contract or by cancelling the RFP process without Contract award. Once a Contract is awarded and in place, the name of the contracted party only will be disclosed on the District website.

11. Evaluation, Methodology, Criteria and

Weighting Methodology

The District will assign an Evaluation Committee or staff to evaluate in detail Proposals as defined herein, and to make a recommendation for Contract award to Council.

It is the elected Council of the District who has the authority to approve funding and authorize staff to execute any resulting Contract.

Criteria and Weighting

Proposals will be evaluated using the evaluation matrix and weightings as noted below:

	Topic	Weighting
Part 1	Pass / Fail as defined herein	n/a
Part 2	General Proposal Quality and Content	15
	Proponent Qualifications, Expertise, etc.	20
	Project Approach, Methodology, Project Plan, etc.	30
	References	20
	Financial	10
	Value Added	5

GENERAL TERMS & CONDITIONS OF RFP

1. Further Terms & Conditions:

- a. This RFP should not be construed as a contract to purchase goods or services or to enter into any other contractual arrangement. This RFP is not an invitation to tender or an invitation to bid, but is a request for submission of proposals on the terms and conditions described in these RFP documents and will not necessarily give rise to a Contract A "bid contract".
- b. The District will not be obligated in any manner to any Proposer whatsoever until a written agreement has been duly executed, by authorized District of Tumbler Ridge personnel, relating to any approved proposal. However, proposals should be as detailed and complete as possible to facilitate the formation of a contract based on a proposal or proposals that are pursued.
- c. The District reserves the right in the case of insufficient responses, in the sole opinion of the District, to cancel the Invitation for RFP, and re-solicit for better response, with or without any change being made to the Invitation package

2. Amendment of Proposals before submission date:

Proponent is entitled to amend its proposal at any time before the deadline for submission of proposals. Amendments must be received in a clearly marked sealed envelope by the closing date and time as set out above.

3. Negotiation with Preferred Proponent:

If the District selects a Preferred Proponent, the District will enter into negotiations with the Preferred Proponent in an attempt to settle one or more agreements necessary to implement the work. If the District considers that it is unlikely to settle such agreements with the Preferred Proponent despite having negotiated at **least 20 days** after selection, the District is entitled to cease negotiations with the Preferred Proponent and to begin negotiations with another Proponent.

4. District reserves right to Reduce Term of the RFP:

Should the RFP not result in a Preferred Proponent, the District reserves the right to reduce the scope of this RFP so that work can be performed on a contract basis until such time as negotiations resulting from this RFP have been completed.

5. Evaluation Process:

The proposals submitted in response to this RFP will be evaluated by a team of 2 -3 staff members. Proposals will be evaluated on the basis of the criteria described in **Appendix** provided that these criteria may be changed without notice to the proponents.

In addition to the RFP requirements, The District encourages proponents to respond with innovative and creative submissions.

6. General:

- a. Contractor shall read and be governed by all aspects and terms of this RFP.
- b. Contractor shall supply all labour, materials and equipment required to complete the work as specified.
- c. Contractor must identify the authorized Representative for communication purposes.
- d. No verbal agreements or conversation with any officer, agent or employee of The District, either before or after the execution of the Proposal, shall effect or modify any of the terms or obligations herein contained.

7. Negotiation:

- a. This is a Request for Proposals ONLY and will not give rise to a Contract A "bid contract". The District is free to negotiate with any of the proponents and as a result of the negotiation process the District is not required to treat all proponents equally.
- b. The District recognizes that "**Best Value**" is the essential part of purchasing a product and/or service and therefore the District may prefer a RFP with a higher price, if it offers greater value and better serves the District's interests, as determined by the District, over a RFP with a low price. The District's decision shall be final.

8. Qualifications and Competency of Proponents:

The District reserves the right to reject Proposals from Proponents who are unable to provide evidence that they are capable of providing the necessary labour, materials, equipment and adequate financial arrangements for satisfactory

performance and provision of services as herein specified. Evidence of such competency and experience must be provided, and the proposal shall be evaluated taking such evidence into account.

9. Financial Stability:

Before the award of any contract, the Proposer may be required to furnish evidence satisfactory to The District, in its sole and absolute judgement, of the necessary facilities, ability and financial resources to fulfil the conditions of the contract.

10. Liability:

The Proposer shall ensure that the District, its officers, agents and employees, are saved harmless from any liability whatsoever arising out of Contractor's performance or non-performance of the term of this Proposal.

11. Right to Cancel RFP and to Accept Pr

- a. The District is entitled to cancel this RFP at any time by addendum without liability for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.
- b. In considering any delivered response to this RFP, the District reserves the absolute and unfettered discretion to:
 1. Accept or reject any proposal that fails to comply with the requirements set out in this RFP for the content of proposals;
 2. Assess proposals as it sees fit, without in any way being obliged to select any proposal or Proponents;
 3. Assess and select proposals as it sees fit without being obliged in any way to select the proposal that offers the lowest price or cost;
 4. The right to require clarification after the dates and times set out above from any one or more of the Proponents in respect of proposals submitted;
 5. The right to communicate with, meet with or negotiate with any one or more of the Proponents respecting their proposals or any aspects of the project;
 6. Reject any or all proposals with or without cause, whether according to the selection criteria set out above or otherwise.
- c. By submitting its proposal to the District, each Proponent represents and warrants to the District that the information in its proposal is accurate and complete.
- d. This RFP does not impose on the District any duty of fairness or natural justice to any or all respondents with respect to this RFP or the process it creates. Unless the District is expressly permitted or required by this RFP to "act reasonably", the District is entitled to act in its sole, absolute and unfettered discretion.

12. Ownership of Proposals:

- a. All responses to this RFP become the property of The District and may be included as part of any future contractual arrangement.
- b. All reports / documents prepared by or on behalf of a Proposer will be, upon creation and receipt become and remain the property of the District, may be used by the District for any purpose, and may not be used by a Proposer other than for the purpose of performing the work and the terms of any contract arising from the Proposer's proposal.

13. Proposers' Expenses:

Each Proponent is solely responsible for the risk and cost of preparing and submitting its proposal and subsequent negotiations with the District. Neither the District nor its officials, employees, agents are liable for the cost of doing so or obliged to remunerate or reimburse any Proponent for that cost.

14. Damages:

The District will not be responsible for damages arising out of this RFP. If a court of competent jurisdiction determines that The District has any liability, it is a term of this RFP that the maximum damages claimable by anyone affected are the actual net cost of preparing the proposal concerned.

15. Confidentiality of Proposals:

- a. The District is subject to **the *Freedom of Information and Protection of Privacy Act***. That Act creates a right of access to records in the custody or under the control of the District, subject to the specific exceptions in that right set out in the Act. The District will receive all proposals submitted in response to this RFP in confidence, including for the purposes of s.21 of that Act. Because of the right of access to information created by that Act, the District does not guarantee that information contained in any proposal will remain confidential if a request for access in respect of any proposal is made under the Act.
- b. Proponent must keep proposals confidential and must not disclose their proposals, or information contained in them, to anyone else without prior written consent from the District.

16. No Collusion:

Proponents must not communicate, directly or indirectly, with any other Proponents (including through any employees, agents or contractors) regarding the preparation, content or submission of this proposal. Each proposal must be submitted without any collusion, or knowledge, in the preparation of or about any other proposal. Submission of a proposal to the District is deemed to be a representation and warranty by the Proponent submitting that proposal that it has complied with the requirements of this paragraph. If the District determines that a Proponent has violated this paragraph, the District is entitled to disqualify that Proponent and to reject its proposal as being invalid.

17. Waiver and Allocation of Risk:

The District accepts no responsibility or liability for the accuracy or completeness of this RFP (including any schedules or appendices to it) or of any recorded or oral information communicated or made available for inspection by the District (including through the District's representative or any other individual) and no representation or warranty, either express or implied, is made or given by the District with respect to the accuracy or completeness of any of those things. The sole risk, responsibility and liability connected with reliance by any Proponent or any other person on this RFP or any such information as is described in this paragraph is solely that of each Proponent. Each Proponent acknowledges and agrees that it is solely responsible for obtaining its own independent financial, legal, accounting, and other advice with respect to the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a proposal to the District is deemed to have released the District from, and waived, any action, cause of action, claim, liability, demand, loss, damage, cost or expense, of every kind, in any way connected with or arising out of the contents of this RFP or any such information as is described in this paragraph. Each Proponent who submits a proposal is deemed to have agreed that it is solely responsible and liable to ensure that it has obtained and considered all information necessary to enable it to understand the requirements of this RFP, and of the project, and to prepare and submit its proposal.

18. Special Provision:

Proponents who, either directly or indirectly through another corporation or entity, have been or are in litigation, or who have served notice with intent to proceed with court action against the District in connection with any contract for works or service, are ineligible proponents. Receipt of proposals from such proponents will be disqualified from the evaluation process.

19. Governing Law:

This RFP and any contract entered into between the Proposer and The District will be governed by and be in accordance with the laws of the Province of British Columbia

20. Permits, Notices, Law & Rules:

The Proposer shall have the ability to apply and pay for all necessary permits or licenses required for the execution of the work. The Proposer shall give all necessary notices and pay for all fees required by law and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health. The Proposer shall be responsible for safety of all workmen and equipment in accordance with all applicable safety legislation passed by Federal, Provincial and Local Authorities governing safety.

21. Compliance with Work Safe BC (Workers Compensation Board) Regulations:

- a. The Proposer shall ensure compliance on his part with the Workers Compensation Act (Work Safe BC) and any regulations there under, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.
- b. In any case where pursuant to the provisions of the Workers Compensation Act, the WCB orders the Contractor in respect of his operations under this Agreement to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations there under or because said Board is of the opinion the conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the District on 24 hours written notice to the Contractor may terminate the Contract.

22. Protection of the Work, Property & Public:

The Proposer shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

23. Subcontracting:

Use of any subcontractor must be clearly identified. Any party who may be participating in the RFP must be clearly identified. However, in the case of joint submissions, one party must be prepared to take overall responsibility for successful completion of the work defined in the proposal.

24. Definition of Contract:

The District may, at its option, notify a Proposer in writing that its proposal has been accepted and such acceptance shall, at The District's option, constitute the making of a formal contract for the services as set out in the proposal. Alternatively, the subsequent full execution of a written contract shall constitute the making of a contract for service, and no Proposer shall acquire any legal or equitable rights or privileges whatever relative to the services until The District has delivered either a signed notice in writing to the Proposer or a fully executed written agreement to the Proposer.

25. Acceptance of Terms:

All the terms and conditions of this RFP are deemed to be accepted by the Proposer and incorporated in its proposal, except those conditions and provisions which are expressly excluded by the proposal.

26. Contractors Insurance:

The following insurance is to be purchased and maintained by the successful proponent:

a. Public Liability & Property Damage Insurance containing the following representations:

The Consultant shall save and hold harmless the District, its officers, agents, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Contract, whether such claim shall be made by an employee of the Consultant, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Consultant, its officers, servants, agents or employees, and at its own expense, the Consultant shall defend any and all such actions and pay all legal charges, costs and other expense arising there from.

- 1) With a limit of not less than **Five Million Dollars (\$5,000,000.00), inclusive**, per occurrence for bodily injury, death or damage to property, including loss of use of property in question.
- 2) The District shall be an additional insured on the policy. In addition, such insurance policy shall include the following "Cross Liability" clause:
"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the insured by or on behalf of any other insured."
- 3) Extensions of coverage:
 - a) premises and operations liability
 - b) products or completed operations liability
 - c) blanket contractual liability
 - d) cross liability
 - e) occurrence property damage
 - f) hoist liability
 - g) contingent employers' liability
 - h) personal injury liability arising on a false arrest, detention or imprisonment, or malicious prosecution, libel, slander or defamation of character; invasion of privacy, wrongful eviction or wrongful entry, discrimination
 - i) liability with extension to non-owned licensed vehicles
- 4) Any other insurance specifically required by the owner.
- 5) The Consultant shall at the time the Proposal is approved, submit to the District one copy of the insurance policies required under this Article and shall also provide to the District from time to time, as may be required satisfactory proof that such policies are still in full force and effect.

b. Equipment Insurance containing the following representations:

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the District shall not be liable for any loss or damage to Consultant's equipment including loss of use thereof. Each and every policy insuring the Contractor's equipment to be used on the work shall contain the following clauses:

"It is agreed that the right to subrogation against the District or any of its officers, employees, or agents of their parent, subsidiary, affiliated, or associated companies or corporations is hereby waived."

c. Automotive Insurance with a minimum of two million dollars (**\$2,000,000.00**) of **public liability** and property damage on all automotive equipment.

d. **General Insurance Provisions**

Before starting the work, the Consultant shall file with the District, certificates of all insurance policies acceptable to the District. These certificates shall state that the insurance complies with the requirements of the Contract Documents and that the territory of the policy includes the country in which the work is to be constructed.

Each insurance policy required under this Contract shall contain an endorsement to provide all named insured with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all named insured."

Should the Consultant fail to make payment of premiums or other assessments required by the Consultant's insurers to maintain such policies in force and effect, the District may in his discretion make payment of such premiums or assessments and deduct the amount thereof from such monies as may be then or later payable to the Consultant pursuant to the Contract documents or recover the same from the Consultant as the District in its discretion may determine.

Whenever the word "Owner" is to appear in the insurance policies, the legal name shall be inserted. The Consultant will obtain, and ensure that all professional Sub consultants have obtained, where available, **professional liability (errors & omissions) insurance in an amount not less than \$500,000.00 (five hundred thousand Canadian dollars)** per claim with limit in the aggregate for all claims.

27. Documentation:

The following documents are required for the performance of work detailed in this RFP. Insurance certificates, WCB Coverage and business license. All required documents must be on file with the District prior to the commencement of any work.

SCHEDULE “A” TERMS OF REFERENCE AND DELIVERABLES

This Schedule identifies the Terms of Reference and Key Deliverables related to a **Tourism Strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark** for the District of Tumbler Ridge. The Terms of Reference and Deliverables stated in this RFP are as envisioned by the District at the time of writing this RFP, but may evolve after receiving Proposals, and during negotiations with Preferred Proponent(s). Proponents are asked to address, but are not limited in their response to the stated Terms of Reference and Deliverables as noted below.

1.0 District of Tumbler Ridge Background

1.1 Please refer to **Part A** of the RFP for this information.

2.0 Purpose of this Project

2.1 The purpose of this **Tourism Strategy for Tumbler Ridge and Tumbler Ridge UNESCO Global Geopark** is to prepare a plan that will ensure the District of Tumbler Ridge, our partners and industry operators can work collaboratively and cohesively towards a common goal. This plan will lay out a strategy that will collectively guide stakeholders as we work to strengthen our tourism sector and products, attract visitors (including future residents) and encourage desirable investment and employment opportunities in the community. This will only be achievable if the community is clear and specific with what it wants, who it wants to appeal to and target and how it plans to achieve these objectives.

3.1 Project Work plan

Proponents are to submit a detailed Project Work plan.

The purpose of the Project Work plan is to have a comprehensive document that specifically divides the Project into logical phases and identifies specific milestones and information for each phase.

As a starting point, and based on the Terms of Reference and Deliverables, the Project is expected to be organized into the following phases and sub-phases upon award of the Contract:

- a) Review background reports and research as required;
- b) Conduct Work plan including information gathering and interviews;
- c) Synthesis of information and report preparation; and
- d) Report presentation.

The Consultant will be responsible for following professional project management methodology throughout the Project, in order to maintain scope, quality and adherence to the schedule.

4.0 Deliverables

- 4.1 Provide a summary of the research/consultation process including how it was conducted, who was consulted for input, and the results or findings. Provide detailed results of comparative reviews (comparisons with other municipalities and best practices) including the rationale for chosen classifications, benefit criteria and comparables.
- 4.2 Provide a full list of key stakeholders that are consulted must be provided. These should include the economic development office, community elected leaders, government and industry professionals, site selectors and tourism professionals to clearly identify opportunities that have the greatest potential to succeed in Tumbler Ridge;
- 4.3 Provide and present draft interim/milestone reports at the end of each phase as identified in the Project Plan including a list of any assumptions made.
- 4.4 Provide details of financial impacts and any corresponding service level impacts that will result from any recommendations.
- 4.5 Provide and present final reports (one public report/presentation detailing findings and recommendations including the expected improvements that would result from any recommendations and provide an implementation plan. All supporting documentation and assumptions need to be included in the reports.

5.0 District Support and Resources

- 5.1 The Primary Staff Contact will work with the Consultant, and bring in other staff members as required.
- 5.2 The Primary Staff Contact will assign resources from various District departments, as needed, to support the Project including provision of data and access.
- 5.3 Background information, which is available to all Proponents, can be found on the District's website in www.DistrictofTumblerRidge.ca and on the economic development website www.InvestTumblerRidge.ca. Proponents should also review the following publications and websites:

[Community Tourism Plan 2014](#);
[Destination Visitor Experience Assessment 2015](#);
[Visitor Experience Guide 2019](#);
[Community Profile](#);
[Investment Readiness and Economic Development Plan 2018-2020](#);
[Relocation Guide 2019](#)

Other key websites:

www.TumblerRidge.ca;
<http://tumlerridgegeopark.ca/>;
<http://www.tumlerridgemuseum.com/dinosaurdiscovery.html>
<https://www.prprc.com/>
<http://www.wnms.ca/>
www.hellobc.com

SCHEDULE "B"

PROPOSAL CONTENT AND FORMAT

Proponents are asked to submit a detailed Proposal in the following format using the numbering sequence outlined below. Responses should consist of a package of not more than 20 printed pages (excluding covering letter and table of contents) using a minimum font size of 11.

1. Covering Letter

- 1.1. A covering letter signed by an authorized representative of the company or Proponent should be provided outlining the intent of the response and stating that the information contained in the response accurately describes the services to be provided.

2 Table of Contents

- 2.1 The table of contents should include headings/sections (as per this Schedule) and corresponding page numbers.

3 Company Profile

- 3.1 Provide a description of the Proponent's company or business, purpose, history and successes, including number of years in business and major project successes.

4 Key Personnel and References

- 4.1 Identify key personnel and any Sub-Consultants that would be employed on the Project and provide summary information of their relevant experience, education and successes, and outline what their roles will be in servicing this Project.
- 4.2 Include a list of **at least three (3) similar projects** that the Proponent has successfully completed and provide associated references and telephone numbers for the persons/organizations that engaged your company. By submitting a Proposal, the Proponent consents to the District contacting these references at its discretion, and consents to the District also contacting any other organization for the purposes of evaluating the Proposal.

5 Understanding of the Objectives of the Project

- 5.1 Include a statement of understanding of the detailed objectives of the project as outlined in **Schedule A**, Terms of Reference and Deliverables.
- 5.2 Provide information that reflects how your Proposal will address the objectives listed.

6 Proposed Methodology

- 6.1 The Proponent should provide the following:
 - A description of the methods to be employed to perform and coordinate the work and to control the scope, quality, schedule and cost of the Project;
 - A clear and thorough description of all anticipated risks and assumptions that would be part of completing the Project, including the risk of comparing data with other jurisdictions, and any risk mitigation measures proposed. The number of comparative jurisdictions to be used and the criteria for selecting the comparative organizations should be disclosed;

- Details how you plan to obtain input from identified stakeholders, both internal and external. Include details on how much time and resources will be used, and identify key stakeholder groups to be used for input data;
- A brief description of special challenges or considerations foreseen by the Proponent and proposed solutions for each;
- Comment on the requirements for District staff assistance and support in terms of communications and data collection, etc.;
- The approach proposed for the implementation of recommendations at the District;
- Provide comments on the feasibility of meeting the Project objectives and Terms of Reference/Deliverables outlined in **Schedule “A”**; and
- The Consultant should have considerable knowledge in public policy and program evaluation as well as knowledge of the mandate and operations of municipal government. Demonstrated skill in engaging a broad cross section of stakeholders, and experience in participatory evaluation will be considered to be assets in selecting a Proponent. The Proponent should provide any information to support that they have these competencies.

7 Detailed Project Work Plan

- 7.1 Submit a detailed project Work plan.
- 7.2 Please reference **Schedule “A”**, Terms of Reference and Deliverables, for general details of the Project Work plan requested.
- 7.3 Please reference **Schedule “F”**, for a Project Work plan template which details at a minimum, the information to be included.
- 7.4 The Project Work plan to be linked to **Schedule “C”**, Financial Offering.

8 District of Tumbler Ridge Resources Required

- 8.1 Proponents should detail all requirements expected of the District with respect to the Project and detail such in the Project Work plan.
 - 1 A detailed list of all activities that the District is expected to undertake in each of the phases or milestones as noted in the Project Work plan; and
 - 2 A detailed list of all data and information, required from the District, to undertake the scope of services.

9 Other Schedules to be Submitted

- Schedule “C”, Financial Offering
- Schedule “D”, Statement of Deviations and/or Variations
- Schedule “E”, Named Sub-Consultants
- Schedule “F”, Project Work plan

10 Value-Added Services

- 10.1 Within its response, the Proponent has the opportunity to propose value-add or products (including those proposed by the District under Value-Added Terms of Reference in **Schedule “A”**) and detail as to what the Proponent is prepared to supply as part of the Contract. Unless otherwise stated, it is understood that there are no extra costs for these services, however, if there are any additional costs pertaining thereto, the summary and explanation of those costs should be shown in **Schedule “C”** — Financial Offering.

SCHEDULE “C” FINANCIAL OFFERING

PRICING

Proponents are asked to propose their financial offering using the guidelines in this **Schedule “C”**, which are preferred by the District.

1.1. Project Pricing

The District prefers Proposals which are priced as time and material contracts, with a maximum fee and disbursements amount (or “upset price”) to execute all aspects of the Contract and to be inclusive of all deliverables, research, reporting, meetings and presentations required to successfully execute the Contract.

This will be the maximum amount paid to the Consultant, with the exception of any clearly identified reimbursable costs identified in their **Schedule “C”**, Financial Offering.

If and when work actually performed turns out to be less than anticipated and less than what was included in the upset price, the amount payable by the District will be reduced using the schedule of unit rates disclosed.

Proponents are asked to follow the “upset pricing” as requested above, and follow the following guidelines:

- 1.1.1. Upset price offered should be clearly identified in the Project Work plan (**Schedule “F”**) and should then be broken down and identified for each phase or milestone, as proposed by the Proponent in their Project Work plan.
- 1.1.2. All prices should be net of applicable taxes which should be noted separately.
- 1.1.3. Include a schedule of all unit rates (i.e. hourly or unit rates for all persons working on the project, disbursement rates, sub-consultant rates) used in the calculation of the upset price offered.
- 1.1.4. If actual work performed is less than anticipated for any reason, the schedule of unit rates will be used to reduce the amount owing from the District to the Consultant.
- 1.1.5. Clearly identify and detail any reimbursable costs that are not included in the upset price offered.
- 1.1.6. Detail the payment terms offered.

The District’s preferred payment terms are either:

- a) a lump sum payment for the maximum agreed upset price (or lower) paid on a net/30 basis at the successful completion of the Contract; or
- b) Progress payments after the successful completion of, and for the price offered for, each stages/milestones as per the Project Plan, less an agreed holdback of, for example, 20%. Accrued basis after the successful completion of the Project.

SCHEDULE "D"

STATEMENT OF DEVIATIONS AND/OR VARIATIONS

Proponent(s) are to disclose any suggested or mandated deviations and/or variation to:

Any section identified within

Schedule "A", Terms of Reference and Deliverables;

Schedule "C", Pricing;

Schedule "F", Project Work plan;

Conditions Other

SCHEDULE "E"

NAMED SUB-CONSULTANTS

The Sub-Consultants shown below are the Sub-Consultants that the Proponent proposes to use to carry out the Terms of Reference and Deliverables. The District expects that the Proponent will engage the listed Sub-Consultants and no others in their stead, without prior written authorization of the District.

Where applicable, the Proponent should include additional information outlining the experience, expertise, training, references of each named Sub-Consultant for evaluation purposes.

If no Sub-Consultants will be used, indicate "Not Applicable".

Company Name & Address	Contact Name & Telephone Number	Area of Responsibility

SCHEDULE "F"

PROJECT WORKPLAN TEMPLATE

This template is designed to be the base (or minimum) level of information provided by consultants when submitting Proposals to the District of Tumbler Ridge. Consultants are welcome to provide additional and more detailed information than articulated in this template, not less. The project work plan submitted will form a significant portion of the evaluation of proposals received.

Project Work plan										
A	B	C	D	E	F	G	H	I	J	K
Project Stage	Phase or Milestone Description	Detailed list of individual "tasks" to be accomplished within each milestone	Consultant's project lead assigned to task	Consultants estimation of their staff time in hours per task	District Staff assistance required by task and in hours	% of resources / time required as a % of the phase	Reference the applicable project Terms of Reference (TOR) related to each task and if it partially or fully addresses that TOR(s)	Meetings, presentations, public input sessions etc that are required	Completion Details either in # of days from start or by date	Total upset price per project task (GST / PST not included)
Project Begins									<start date>	
1	Phase A	a.								
		b.								
		c.								
		Summary / Total		<total staff time for project stage>	<total District time for project>	<% of resources vs aggregate>			<total time or date for the>	<total upset price for stage>
2										
3...										
Project Complete				<total time for project>	<total District staff time in hours for>				<end date>	<subtotal upset price for project>
										<HST>
										<total upset price for project>

- Column A - Project to be broken into "stages" as either defined by the District or as proposed by proponent.
- Column B - Identify Stage / Milestone name. Must be directly referenced to detailed project plan within proposals submitted.
- Column C - To identify all major and critical tasks that make up the larger project stage. Must be directly referenced to detailed project plan within proposals submitted.
- Column D - Where more than one staff/subcontractor is engaged on the project, consultant is to identify who on their team is assigned to each specific steps referenced in Column C.
- Column E - Articulate details of tasks and time of Consultants time
- Column F - Articulate details of tasks and time of any CoV in kind assistance required to ensure project stage is completed on-time and on-budget. To be sub-totaled per phase.
- Column G - For each task, articulate % of time / resources as compared with the aggregate phase. To be sub-totaled per phase.
- Column H - Specifically tie the project milestones and tasks within each milestone to the project Terms of Reference.
- Column I - Where a presentation to District staff or Council is included as an approval process, the presentation can be listed as a separate project stage.
- Column K - Must be linked to detailed financial proposal that identifies exactly what is included in the upset prices offered and that identifies each billable costs not included in the upset price.

