



**REQUEST FOR EXPRESSIONS OF INTEREST – 5169 EOI**

**Future Uses of Branscombe House**

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, **until 12:00 noon, local time, on Monday, April 14<sup>th</sup>, 2014** (the “Closing Date/Time”).

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Sharon Bentley, Buyer II

email: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

The deadline for all enquiries is **12:00 noon, local time on Tuesday, April 8<sup>th</sup>, 2014.**

The City reserves the right not to respond to inquiries received after this deadline.

## TABLE OF CONTENTS

1.0	Introduction.....	1
2.0	Background.....	1
3.0	Objectives .....	2
4.0	Definitions.....	3
5.0	Scope.....	3
6.0	Respondent’s Information Session and Site Visit.....	3
7.0	Request for Expressions of Interest Process .....	4
8.0	Qualification Criteria .....	4
9.0	Submission Details.....	4
10.0	Format Requirements.....	5
11.0	Review of Submissions.....	7
12.0	Inquiries .....	8
13.0	Non-Conforming Submissions .....	8
14.0	Notifications and Subsequent Process .....	8
15.0	Information Disclaimer.....	9
16.0	Intent to Enter Into an Agreement .....	9
17.0	Modification of Terms .....	10
18.0	Ownership of Submissions .....	10
19.0	Right to Not Accept Any Expression of Interest .....	10
20.0	No Commissions.....	10
21.0	Use of this Request for Expressions of Interest .....	10
22.0	Confidentiality, Freedom of Information and Protection of Privacy .....	10
23.0	No Claim for Compensation of Expenses.....	11
24.0	Conflict of Interest .....	11
25.0	No Solicitation .....	11
26.0	No Lobbying.....	11
27.0	Publicity .....	11

## 1.0 Introduction

- 1.1. The City of Richmond (the “City”) invites Responses to this Request for Expressions of Interest (RFEOI) from suitably qualified and experienced parties for potential future uses and operation of the historically significant Branscombe House.

## 2.0 Background

- 2.1. The City owns the landmark heritage Branscombe House located at the prominent intersection on the southwest corner of Steveston Highway and Railway Avenue.
- 2.2. The property is a municipally designated heritage site.
- 2.3. Both house and landscape are currently undergoing rehabilitation, including an addition to the rear of the house with a completion date planned for September 2014.
- 2.4. History of Branscombe House
  - a) Built in c.1905, Branscombe House is one of the earliest homes built in Steveston. A two-storey wood-framed home built in the Edwardian four-square style, with a bell-cast roof and full verandah, it is an historical landmark in the area.
  - b) Branscombe House is important for its historical, aesthetic and social values, a significant symbol of Richmond and Steveston’s early development and its agricultural history.
- 2.5. Details of Premises
  - a) The site consists of the house and property immediately to the south and east, approximately 1,030 square metres. To the south is a parking lot that will include 12-13 parking stalls, with one barrier-free parking stall. The eastern side yard is being landscaped. See Appendix One - *Branscombe House Site Layout and Site Photographs* for the site layout and photos of the interior and exterior.
  - b) The gardens around Branscombe House will represent a conjectural evocation of an Edwardian Garden with “old-fashioned” plant species typical of the era, a pergola and a “Wild Garden”. The heritage house and restored gardens are set in the context of the Railway Greenway Linear Park (RGLP), and should provide a gracious adjunct for future uses.
  - c) The house consists of two storeys. The main floor, recently restored, consists of two large rooms, a small catering kitchen and an entry way. An addition to the back of the house contains two interior accessible

washrooms and one trails washroom accessible from the exterior. The second floor is currently being restored as a suite with a kitchen, full bath, living/dining room and two bedrooms.

- d) The restoration allows for accommodating public use on the ground floor or the entire house. The occupancy permit will allow for public assembly up to 30 people.
- e) Location of the House to the RGLP necessitates that the use of the house should be complementary to the RGLP.
- f) Steveston Hwy has high traffic volume and pedestrian and cycling traffic flow is increasing due to the RGLP.

#### 2.6. Railway Greenway Linear Park

- a) In 2010, the City purchased the Canadian Pacific Railway (CPR) corridor adjacent to Railway Avenue between Granville Avenue and Garry Street. The goal is to develop a trail/greenway for pedestrians, cyclists and other wheeled users along the 3.7 kilometre corridor. The corridor connects existing trails from the McCallan Road right-of-way, adjacent to Thompson/Burnett Park, to the sidewalks south of Garry Street.
- b) The long term vision will be implemented over a number of years. The intent of Phase 1, completed in 2013, was to construct the basic trail amenities to promote the active and safe use of the trail. Ultimately, the location and width of the railway corridor allows for a variety of other recreational activities and program elements to be introduced.

#### Branscombe Staging Area

- a) One of the additions to the Branscombe House is a public washroom that will be accessible from the exterior. The washroom will be available for the Greenway users and other potential programs. Other amenities such as a rest area or bike servicing station will be nearby on the greenway.

#### 2.7. Current Zoning

Current zoning of the property is School and Institutional. This zone provides for a range of permitted uses including park, recreation, exhibition and convention facilities, child care, education, library and exhibit, and entertainment.

### 3.0 Objectives

- 3.1. Through this RFEOI process, the City is inviting interested parties to submit a plan and outline for possible future uses of Branscombe House.

- 3.2. The City intends to identify a vision and future use for the Branscombe House, which are appropriate for this unique heritage house and advance regular or ongoing usage and access to the public over the long term.
- 3.3. The vision and future uses will:
  - a) preserve the character and maintain the heritage integrity of Branscombe House;
  - b) complement the vibrancy of the surrounding area and the prominent intersection;
  - c) be considerate of the residential neighbours;
  - d) be complementary with the nearby Railway Greenway Linear Park.

#### **4.0 Definitions**

- 4.1. Throughout this RFEOI the following definitions apply:
  - a) “Expression of Interest”, or “RFEOI” means a statement of qualifications submitted in response to and according to the terms of this Request for Expressions of Interest;
  - b) “Respondent” means an individual, organization or a company (vendor) that submits, or intends to submit, a Response and
  - c) “Response” or “Submission” means an Expression of Interest.

#### **5.0 Scope**

- 5.1. The City is interested in eliciting ideas on potential futures uses and operation of the historically significant Branscombe House.
- 5.2. The exact details on future uses are to be proposed and provided in a detailed plan by the Respondents as per the requirements defined in this RFEOI.

#### **6.0 Respondent’s Information Session and Site Visit**

- 6.1. The City will host an information session with a site tour of the Branscombe House. The time and date will be listed in an addendum which shall be published shortly after the release of this RFEOI. Respondents are asked to meet at 4900 Steveston Highway.
- 6.2. Respondents are strongly encouraged to attend this meeting as no others will be provided by the City.

## **7.0 Request for Expressions of Interest Process**

- 7.1. Interested parties are required to respond to this RFEOI in accordance with the terms listed herein.
- 7.2. In this process, Responses to this RFEOI are being requested in order to afford the City the opportunity to evaluate each Respondent's expertise and proposed use(s) and to select a shortlist of Responses for further evaluation and selection. This RFEOI process is aimed at encouraging organizations and businesses with the required level of experience and expertise to participate.

## **8.0 Qualification Criteria**

- 8.1. Responses will be evaluated on the basis of the overall best possible value to the City, including but not limited to:
  - a) Demonstrated organizational capability and capacity to undertake the proposed future use of Branscombe House (corporate infrastructure, support capabilities and capacity, evidence of financial strength).
  - b) Demonstrated previous experience in undertaking successful projects of a similar size and complexity to the scope and objectives described in this RFEOI.
  - c) Strength and consistency of the proposed future use(s) with the stated objectives of the City (Section 3.0); further, the City may prefer proposed uses that:
    - i. Are innovative.
    - ii. Require the least impact to City resources.
    - iii. Are socially and economically beneficial for Branscombe House and the surrounding area.
  - d) Quality of financial proposal. The City may prefer financial models that:
    - i. Are self-sustaining;
    - ii. Require minimal or no City resources or services;
    - iii. Require minimal or no City funding.
  - e) Clarity and brevity of the Response, including the proposed future use concept outline.

## **9.0 Submission Details**

- 9.1. Respondents are requested to submit 3 (three) hard copies and 1 (one) soft copy of their Expression of Interest marked " 5169 EOI – Future Uses of Branscombe

House” to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions will be received on or before:

**12:00 noon, local time, on Monday, April 14<sup>th</sup>, 2014**

- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions. Questions relating to this RFEOI may be directed to Sharon Bentely, by email to [purchasing@richmond.ca](mailto:purchasing@richmond.ca). Inquiries and responses relating to the RFEOI will be posted on BC Bid (<http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>) and the City’s website (<http://www.richmond.ca/busdev/tenders.htm>). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addendums, or questions related to this RFEOI.
- 9.3. Note: Any Submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their Submissions and that by submitting an RFEOI, each Respondent shall be deemed to have agreed that it has no claim.
- 9.4. All Submissions received by the City shall be subject to the *Freedom of Information & Protection of Privacy Act* of British Columbia.

## **10.0 Format Requirements**

- 10.1. Responses submitted should be no more than 10 (ten) pages in length, including all appendices, and should contain:

### **I. Title Page, Table of Contents and Executive Summary**

- a. The title page should identify the RFEOI number identified on the cover page of these pre-qualification documents, Closing Time (as specified in section 9.1), Respondent’s name, address, telephone number fax number, email address and contact person’s name.
- b. Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.
- c. The executive summary should provide a synopsis of the Respondent’s plan for future use of Branscombe House and highlight key points of the Submission. This summary should be a maximum of one page.

Describe your organizational capability and capacity to undertake your proposed future use for Branscombe House (financial, experience and workload capacity).

## II. Organization Capability:

- a. Describe the type of organization (for example: corporation, partnership, sole proprietor, not for profit) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Provide an overview of your organization including the organization's structure and purpose.
- c. Describe the organization/entity size and depth, including organization and governance structure.
- d. Provide financial statements for the past three years, preferably audited statements.
- e. Provide a history of litigation or claims made against the Respondent during the 3 (three) years immediately prior to the Closing Time.
- f. Provide a certificate of existing commercial general liability insurance or a letter agreeing to undertake such insurance coverage if required as a condition of entering into a contract with the City. Note that the City may require a dedicated limit of 5 (five) million in commercial general liability listing the City as an additional insured party.

## III. Previous and Current Related Experience:

- a. List 2 (two) relevant projects, undertaken within the past 7 (seven) years of similar size and complexity to this RFEOI, which demonstrate previous experience and skills to undertake the proposed future use and operation of a venue such as Branscombe House. Include information on the value of the projects, and contact names and telephone numbers for references.

## IV. Concept Outline of Proposed Future Use of Branscombe House:

1. Provide a detailed plan of your proposed future use and operation of Branscombe House, which is consistent with the City's objectives as set out in Section 3.0. Responses should address, but not be limited to, the following:

### Scope and Relevance:

- a) How the proposed future use of Branscombe House will preserve the character and maintain the heritage integrity of the house.

- b) How the proposed future use will complement and contribute to the vibrancy of the surrounding prominent intersection in the residential area of Steveston.
- c) How the proposed future use will respect the surrounding residential neighbourhood.
- d) How the proposed future use will complement and link with the surrounding Railway Greenway Linear Park.
- e) How the proposed future use will contribute to the economic and social development of the area.

Management and Operation:

- a) Outline your proposed management and operation including days and hours of operation, staff and activity plan and/or event schedule. Provide an anticipated schedule and/or planned timeframe of operation during the year.
- a) Outline the proposed term and financial return to the City for the use of Branscombe House.
- b) Any other information the Respondent wishes to include conveying the nature and scale of their proposed future use of the Branscombe House should also be provided.

Financial Proposal:

- a) Provide a detailed financial proposal that includes a minimum expected profit and revenue sharing options. This proposal should also include any assumptions and what external funding, City resources or services would be required.

## 11.0 Review of Submissions

- 11.1. The City will review the Expressions of Interest submitted to determine whether, in the City's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this RFEOI.
- 11.2. The City may, prior to awarding any contract, negotiate changes to the proposed use(s), the scope of the work, the materials, the requirements or any conditions with any one or more of the Respondents without having any duty or obligation to advise any other Respondents or to allow them to vary their financial proposals (if applicable) as a result of such negotiated changes, and the City shall

have no liability to any other Respondents as a result of such negotiations or modifications.

11.3. Reference checks may also be conducted by the City.

## **12.0 Inquiries**

12.1. The City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Response and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.

## **13.0 Non-Conforming Submissions**

13.1. Submissions which fail to conform to the format requirements or which fail to conform to any other requirement of this RFEOI may be rejected by the City. Notwithstanding the foregoing or any other provision of this RFEOI, the City may at its sole discretion elect to retain for consideration Responses which deviate either materially from the format requirements set out in herein or which otherwise fail to conform to any other requirement of this RFEOI.

## **14.0 Notifications and Subsequent Process**

14.1. Following the Closing Time, the City will only notify those Respondents whose Submissions are selected as part of a shortlist of Respondents that may be put forward to Richmond City Council, who will make the final selection on the best qualified Submission.

14.2. The City will not approve any change in the structure of formation of a selected Respondent.

14.3. The City may unilaterally take the following actions, and shall not be liable for any such actions:

- a) amend the scope and description of the services to be procured under any subsequent process as described in this RFEOI, and the qualifications that may be required to meet those requirements. In such event, further responses may be invited from those Respondents who meet the resulting amended requirements;
- b) reject or accept any or all Submissions;
- c) cancel the RFEOI process at any time and reject all Submissions; or
- d) cancel the RFEOI process and recommence another process in respect of the same RFEOI with the same or an amended set of documents, information and requirements.

- 14.4. Subsequent to the receipt and review of the Responses, the City reserves the right, in its sole discretion, to issue a Request for Proposal (RFP) for all or part of the requirements described herein or to enter directly into negotiations with any Respondent or with any number of Respondents for the purpose of entering into an agreement, or to cancel this process in its entirety.
- 14.5. The Respondent acknowledges and agrees that any Submission is in no way whatsoever, an offer to enter into an agreement and a Submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the RFEOI process.
- 14.6. The Respondent acknowledges and agrees that the pre-qualification of a Respondent pursuant to this RFEOI is only a preliminary step in the City's procurement process. Each successful Respondent will be evaluated further under any subsequent evaluation process.

#### **15.0 Information Disclaimer**

- 15.1. The City of Richmond and its directors, elected officials, officers, employees, agents, consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFEOI or otherwise provided to the Respondent pursuant to this RFEOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFEOI is provisional and will be superseded by the RFP (if used) and/or other agreement documents.
- 15.3. The City makes no representation, warranty, or undertaking of with respect to this RFEOI and the City and its directors, elected officials, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFEOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

#### **16.0 Intent to Enter Into an Agreement**

- 16.1. By submission of an Expression of Interest, the Respondent agrees that, should it be identified as the successful Respondent, it is willing to enter into agreements, if required, as necessary to complete the transactions contemplated in the Respondent's Submission to this RFEOI.

## **17.0 Modification of Terms**

- 17.1. The City reserves the right to modify the terms of this RFEOI at any time at its sole discretion. This includes the right to cancel this RFEOI at any time without liability to any Respondent.

## **18.0 Ownership of Submissions**

- 18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 22.1.

## **19.0 Right to Not Accept Any Expression of Interest**

- 19.1. The City reserves the right to not accept any Expression of Interest and is not bound to enter into an agreement with any Respondent or issue a Request for Proposal. In the event that no Expression of Interest is selected, the City will declare the RFEOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the RFEOI.

## **20.0 No Commissions**

- 20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the RFEOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

## **21.0 Use of this Request for Expressions of Interest**

- 21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

## **22.0 Confidentiality, Freedom of Information and Protection of Privacy**

- 22.1. All submitted Expression of Interests shall become the property of the City of Richmond. The City reserves the right to release information to the public about the Expression of Interests received and any agreement(s) entered into. As the property of the City, Expression of Interests will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.
- 22.2. Information pertaining to the Branscombe House obtained by the Respondent as a result of participation in this RFEOI is confidential and must not be disclosed without written authorization from the City.

### **23.0 No Claim for Compensation of Expenses**

- 23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.
- 23.2. Respondents are advised that they are responsible for bearing all costs of preparing and submitting an RFEOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their submissions and by submitting an RFEOI, each Respondent shall be deemed to have agreed that it has no claim.

### **24.0 Conflict of Interest**

- 24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submissions. Failure to disclose a conflict of interest may result in the rejection of the Submission.

### **25.0 No Solicitation**

- 25.1. If any directors, employees, officers, agents, consultants, or representatives of a Respondent make any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's Expression of Interest, the City reserves the right to reject the Respondent's Response to this RFEOI.

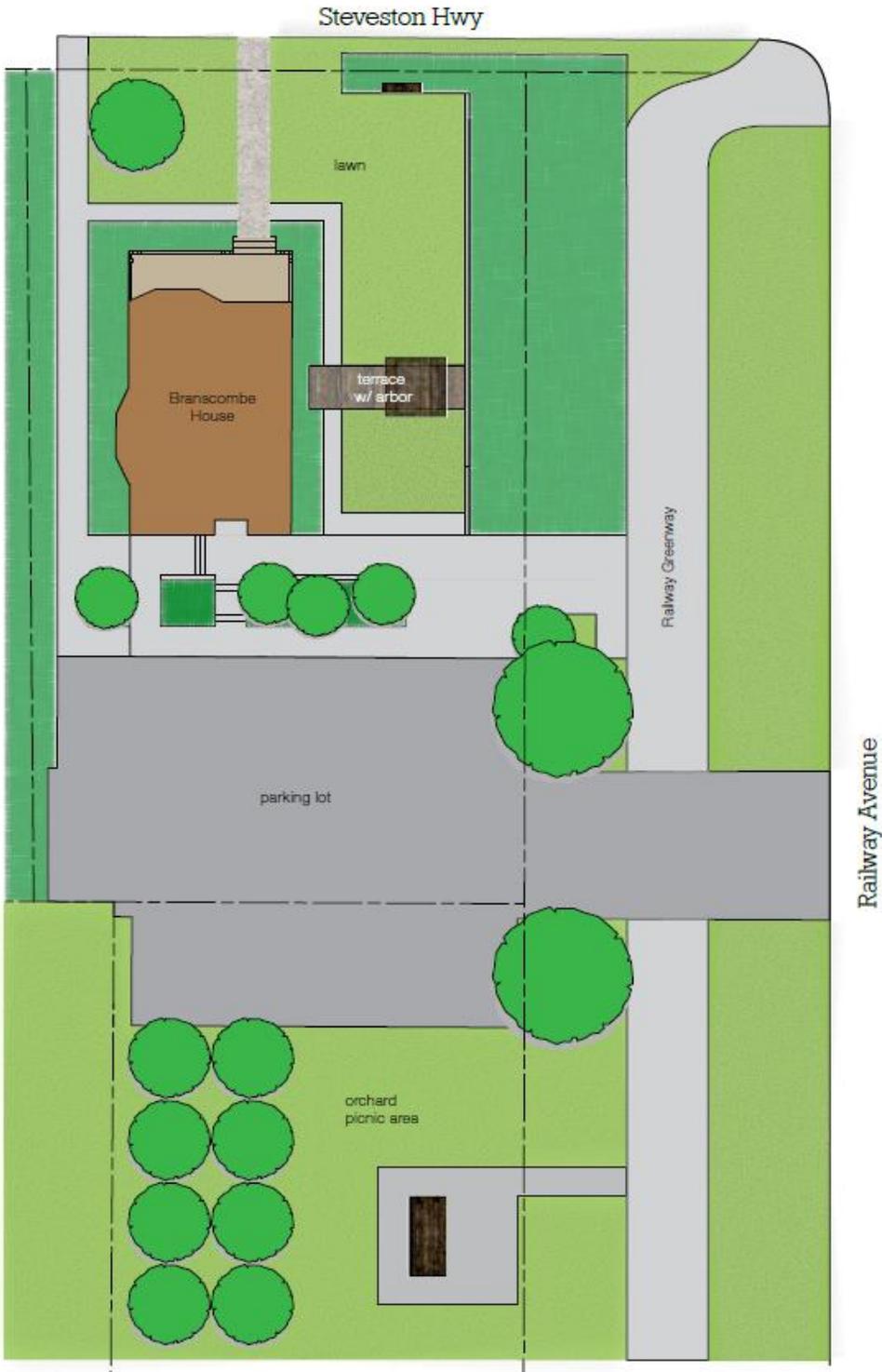
### **26.0 No Lobbying**

- 26.1. From the date on which this RFEOI is issued until the RFEOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the RFEOI except via the designated Contact Person in Section 9.2.

### **27.0 Publicity**

- 27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for Expression of Interest, or the Respondent's Response to this RFEOI, without the prior written consent of the City.

**Appendix One - Branscombe House Site Layout and Site Photographs**





**North facing exterior of the Branscombe House on Steveston Highway**



**Interior staircase**