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**REQUEST FOR PROPOSALS (RFP)**  
**Landscape Architectural Services for the Gyro Park Multi-Purpose Plaza & Other Waterfront Landscaping Projects**

**1. Introduction**

The Town of Osoyoos is seeking proposals from qualified consultants such as landscape architects or urban designers to conduct design, tendering and construction management for the following projects in tandem:

1. Gyro Park Multi-Purpose Plaza, &
2. Other Waterfront Landscaping Projects.

**2. Consultant will Provide for Projects 1 & 2**

The following should be read in conjunction with the project descriptions.

**2.1 Design**

- a) Attend a start-up meeting, then prepare a development plan showing hard and soft landscape elements complete with sections or elevations where necessary (check-in as required).
- b) After a public consultation presentation, based on feedback, make any necessary amendments to the plan or provide options.
- c) Prepare a pre-tender design brief which staff and the consultant will present to Council in order to seek their direction to proceed to tender.
- d) Design work comprising of:
  - i. Design, selection, layout and specification of works such as paving materials, walls and other landscape structures.
  - ii. Design, selection, layout and specification of all plant materials, including root protection, soils, soil additives and subsequent establishment.
  - iii. Selection, layout and specification of landscape furniture, including benches, trash receptacles, bike stands, and signage.
  - iv. Design, selection, layout and specification of the irrigation system based on the Town's standard irrigation brand and approval of the Director of Public Works.
  - v. Selection, layout and specification of lighting.
  - vi. Selection, layout and specification of drainage fittings for hard paved and planted landscape areas.

**2.2 Tender**

- a) Provide sealed and signed design hardscape and softscape drawing packages and ensure the coordination of all sub-consultant drawings and have them sealed and signed in time for a construction tender.
- b) Provide front-end written scopes of work, tender cost line item schedules, and complete specification packages in preparation for construction tenders.
- c) Provide answers to bidder questions and any clarification drawings as required during the tender bid windows.
- d) Provide a letter to staff with recommendations for awarding construction tender.

## **2.3 Construction**

- a) Projects manage construction.
- b) Attend and lead weekly site meetings, prepare and distribute meeting minutes, provide any site instruction clarification drawings and documents, and coordinate all Contemplated Change Order / Change Order paperwork and drawings between the contractor and other consultants, or between the contractor and the Town.
- c) Complete field inspections and provide a weekly record of construction photos with submission of minutes.
- d) Attend and document deficiencies at the Substantial Completion Review and coordinate and track the progress of those repairs with the contractor.
- e) Submit Construction Completion Certificate.
- f) Provide digital as builts of the project once completed.
- g) Provide maintenance instruction manual.

## **3. Consultant Responsibilities and Team**

The team shall be led by a Landscape Architect with expertise in design, contract administration, and construction management. The sub-consultant team should include at least a Civil Engineer for the minimal engineering work, and a Certified Irrigation Designer. Proponents must list in the proposal which professional team members will be involved in the project and the scope and duration of their involvement, and detail the phasing of the project.

The Consulting Team is responsible for anticipating all disbursement costs through all phases of the project and submitting a firm proposal fee on that basis. Payments beyond the Consulting Team's submission will only be considered if there have been extraordinary delays or significant additions to the scope of work, and agreed to in writing by the Town ahead of performing the work.

## **4. Responsibilities of Town**

The consultant will report to the Director of Planning and Development Services who will be appointed as the Project Coordinator to act on the Town's behalf and will be available to ensure continuing liaison with the Consultant, and when necessary include the Waterfront Steering Committee, which consists of:

- Councilor CJ Rhodes
- Barry Romanko, Chief Administrative Officer
- Alain Cunningham, Director of Planning and Development Services
- Gerald Davis, Director of Community Services
- Engineering representative of TRUE Consulting Group

During the design phases, the Director of Planning and Development Services will coordinate invitations for the Public Consultation Meeting at which the consultant will present the development plans for both projects. Staff will advertise in the paper, online and through enews, as well as invite the original Gyro Park charrette participants.

After award of contract, the Town will supply the consultant team with a site survey in AutoCAD .dwg format.

## **5. Waterfront Area Background**

In 2009, Council endorsed the attached *Osoyoos Waterfront Master Plan (OWMP)* prepared by Durante Kreuk Ltd., Landscape Consultants and to date many projects have been implemented from this plan, most notably:

### **Walkways**

- From the southern portion of Gyro Park(at the bridge), north to the main portion of Gyro Park, and onwards past the marina and along Lions Park.

### **Gyro Park**

- Park Place turnaround at the foot of Main Street and the adjoining Gyro Park parking lot to replace the old u-shaped parking lot.
- A new washroom / concession building to the immediate east of the Gyro Park parking lot.

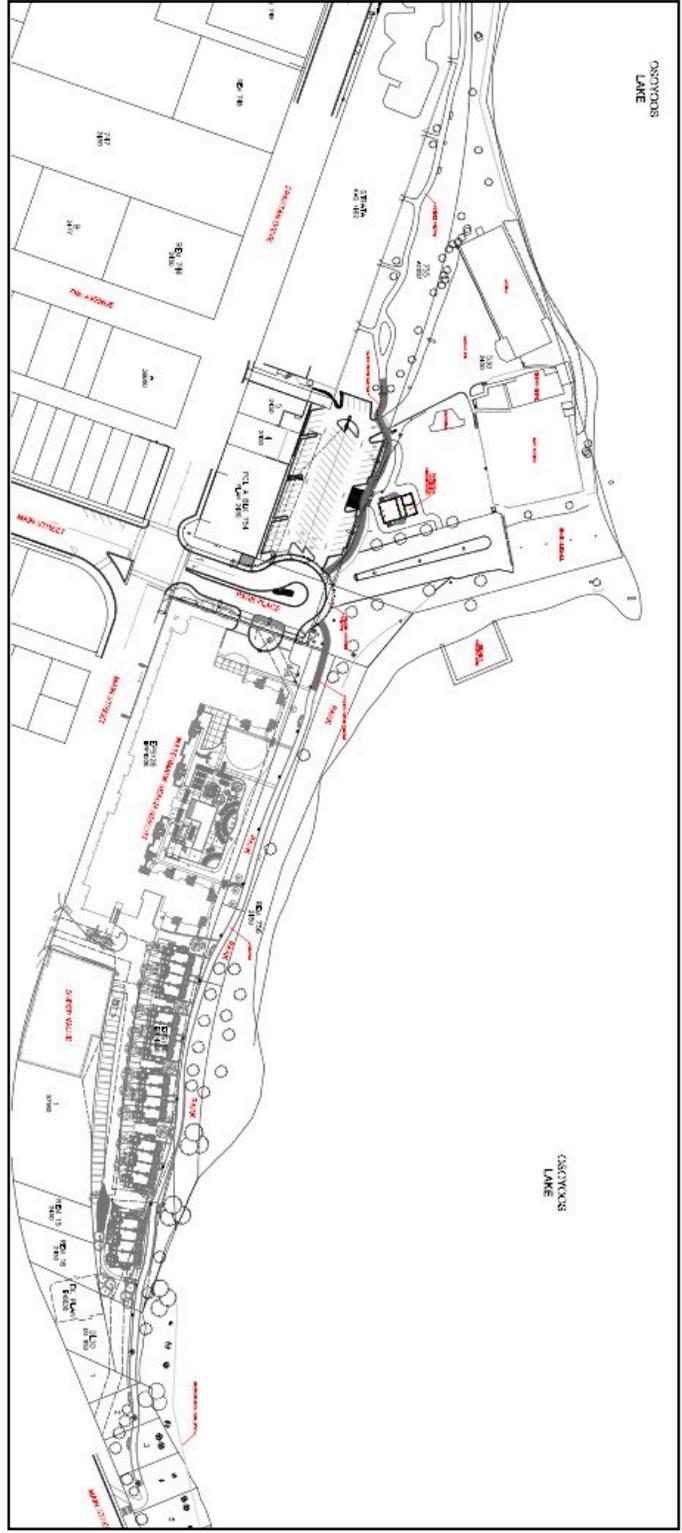
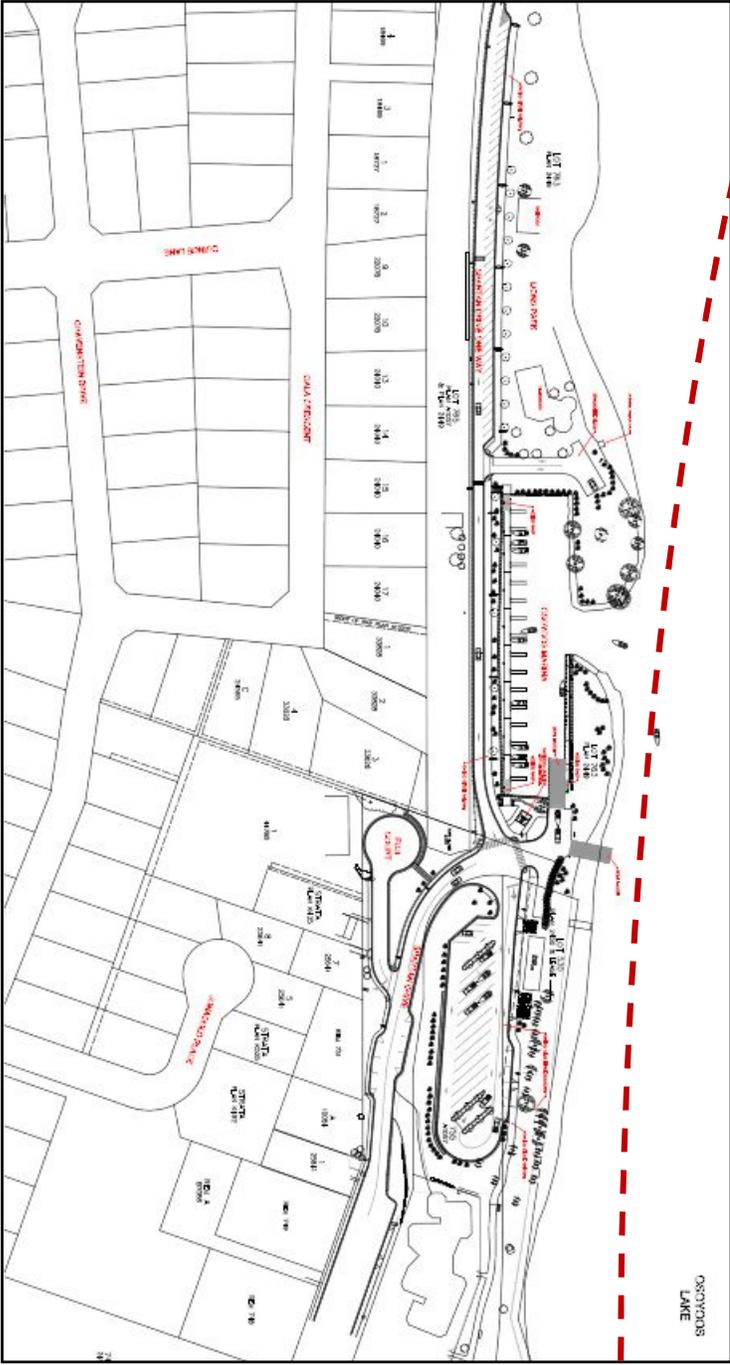
### **Desert Sunrise Marina**

- A 32-slip marina has been jointly developed in a previous lagoon by the Town and Osoyoos Shoreline Developments. Two boat launches are also included and riparian plantings around the marina. Council has yet to decide whether to extend the marina into the lake for a possible additional 104 slips.
- A marina parking / staging area to the south of the marina.
- A small washroom / marina office is at the south end of the lagoon.

### **Road Works**

- Reconstruction of Upper and Lower Spartan Drive, and Fuji Court.

Prior to anymore work commencing it was felt that a stakeholder charrette planning process was required, and in May 2013 Council endorsed the attached *Osoyoos Waterfront Gyro Park Plan* prepared by CitySpaces Consulting.



## **6 Overview of RFP Projects**

### **6.1 PROJECT 1 - Gyro Park Multi-Purpose Plaza**

The first short term project identified in the attached *Osoyoos Waterfront Gyro Park Plan* that the Town wishes to implement is replacing the U-shaped parking lot with a Multi-Purpose Plaza. The goals of the plaza are:

- Remove cars from a valuable lake front area and create an attractive pedestrian-orientated park area.
- Plaza will serve community needs for a variety of special events.
- Improve security with sightlines for Bylaw and the RCMP from the Park Place turnaround.
- Ensure the area is wheelchair accessible and age-friendly.

As per the Plan features of the Plaza would include:

- ✓ Create a cohesively-designed plaza space to visually signify arrival at the park;
- ✓ Use the existing sycamore trees to define and edge the space, ensure trees and their root systems are protected, plant one additional sycamore tree where there is a gap in the row of trees.
- ✓ Consider lighting the trees for effect and to make the space more visually accessible and welcoming in the evening;
- ✓ Build a strong relationship between the washroom / concession building and the gathering space and provide appropriate circulation;
- ✓ Ensure the surface is permeable with the option to bring vehicles into the space.
- ✓ Incorporate seating, low level lighting, bicycle racks, and litter receptacles to make the space welcoming at various hours of the day;
- ✓ Incorporate power and water outlets for events and festivals;
- ✓ Consider removing the concrete foundation beneath the volleyball sand;
- ✓ Develop the space for multiple purposes including:
  - Small concerts (perhaps a raised area at the end of the plaza can serve as a stage as well as a volleyball viewing area)
  - Farmers market (both Saturdays and Wednesday nights)
  - Wine events,
  - Car shows,
  - Relay for Life,
  - Lobster Fest,
  - Outdoor classes, etc...

Design work and tendering will occur in the fall of 2013, and construction will commence in the Spring / Fall of 2014 as described below.

6.1 cont. **Design and Tender Timing**

Task Name	October	November	December	January
<b>1.0 Design</b>				
1.1 Council approves Consultant contract.	Yellow			
1.2 Consultant commences work.	Yellow			
1.3 Design start-up meeting with staff and design work commences.		Yellow	Yellow	Yellow
1.4 Public consultation presentation of development plan.				Red
1.5 Any necessary amendments made to plan.				Yellow
1.6 Pre-tender development plan / design brief submitted.				Yellow
1.7 Consultant presents to Council.				Red
				Green
<b>2.0 Construction Tender</b>				
2.1 Consultant completes tender documents including construction drawings, specifications, and contract documents.				Yellow
2.2 Tender call.				Yellow
2.3 Consultant reviews tenders and makes their recommendation to staff.				Red
2.4 Council approves tender.				Red

**Design and Tender – Summer / Fall 2013**

The Consultant will:

- attend a start-up meeting with staff and / or the Waterfront Steering Committee (WSC).
- prepare a development plan showing hard and soft landscape elements complete with sections or elevations where necessary and check-in with staff.
- The consultant will make a presentation at a public consultation meeting. Staff will advertise in the paper, online and through enews, as well as invite the original Gyro Park charrette participants.
- the consultant is to review feedback and make agreed upon amendments or provide alternative options. .Then prepare a pre-tender design brief which staff and the consultant will present to Council in order to seek their direction to proceed to tender.
- prepare tender documents including construction drawings, specifications, and contract documents.
- provide answers to bidder questions and any clarification drawings as required during the tender bid windows.
- the Consultant will review tenders submissions and make recommendations to staff.

## **6.1 cont. Construction Spring / Fall 2014**

Construction will be split into two phases, and the Consultant will project manage construction and conduct required field inspections for both phases. **Project 1 Multi-Purpose Plaza** is situated in the Town's main park and therefore no construction will take place during the busy summer season.

**Phase 1 Construction** - should commence in early February and must be completed by the May 9, 2014 in time for the May long weekend. It will consist of the following:

- Check the existing beach volleyball area to ensure that the old community hall foundation was completely removed, as volleyball players have complained about the hard surface.
- Demolish the northern edge of the existing u-parking lot and replace with a hard surfaced spine pathway / vehicle access lane which starts at the Park Place cul-de sac and extends passed the washroom / concession building and along the volleyball courts to the point.
- Connect the spine pathway / access lane to the Park Place cul-de-sac with a wheel chair accessible pathway and vehicle entry.
- Construct stairs that connect the washroom to the new Gyro Park parking lot and install a concrete apron around the new washroom / concession facility.

**Phase 2 Construction** - should commence September 8, 2014 following the September long weekend, and should be completed by December 1, 2014. It will consist of the following:

- Remove the remainder of the U-parking lot and create a Multi-Purpose Plaza with consideration of using grasscrete pavers.
- Plant additional trees and landscaped areas.
- Install modern park furniture, bike racks, and attractive lighting such as bollards and under lighting of the sycamore tree canopies.

**These key deadlines should be written into the construction tender and contract documentation by the Consultant with appropriate performance bonding.**

## 6.2 PROJECT 2 - Other Waterfront Landscaping Projects

The last few years saw many successful capital works completed mainly in the vicinity of the Town's new marina, but a number of landscaping works outline below await completion.

- The goal is to professionally landscape our waterfront with attractive and low maintenance improvements.

The Consultant will:

1. Attend a start-up meeting with staff and / or the Waterfront Steering Committee.
2. Prepare design development plans, a design brief, and a Class 'C' cost estimates:
  - For *1A The Marina Parking Lot Slope* based on the three options shown in the table below
  - For items *2A Fuji Court Slope* to *2G Mr. Sheardown's Slope*.
3. The consultant will make a presentation at a public consultation meeting. Staff will advertise in the paper, online and through enews, as well as invite the original Gyro Park charrette participants.

Prior to proceeding to tender, staff will bring the information to Council so that direction can be obtained on the desirable options for the marina parking lot slope as well as for prioritizing the various items outlined below. Subsequently, for all items the Consultant will:

4. Prepare tender documents including construction drawings, specifications, and contract documents.
5. Provide answers to bidder questions and any clarification drawings as required during the tender bid windows.
6. Review tenders submissions and make recommendations to staff.
7. Project management and field inspection of all items.

<b>Description of Landscaping Projects &amp; In-house Class 'D' Cost Estimate</b>			
Please also refer to attached map / pictures			
#	Project items	Options \$	Total budget \$
<b>1A</b>	<b>Marina Parking Lot Slope</b> - some options are:		
	Option 1 - landscape with rocks	\$30,000	\$0
	Option 2 - landscape with plants / rocks	\$45,000	\$0
	Option 3 - landscape with terraced walls and plants / rocks	\$75,000	\$75,000
<b>2A</b>	<b>Fuji Court slope</b>		\$15,000
<b>2B</b>	<b>Marina parking lot landscaped islands</b> - remove asphalt and plant with trees and rocks		\$10,000
<b>2C</b>	<b>In the marina riparian areas, remove 1 1/2" shale &amp; replace with 3/8" minus sandstone pathway shale or another surface appropriate for wheelchairs</b> – A need for this was indentified in the Town's recent Accessibility Audit Report. The 1 1/2" shale could be reused for the parking lot landscape islands which will save material cost for those projects.		\$38,000
<b>2D</b>	<b>South of Sailing Club</b> - rocks and a few bushes		\$5,000
<b>2E</b>	<b>North of sailing club</b> - around boat launch staging area drive aisle and lake launch		\$2,,000
<b>2F</b>	<b>Gyro parking lot landscaped islands</b> remove asphalt plant with trees (12) and rocks		\$15,000
<b>2G</b>	<b>Mr. Sheardown's Slope</b> - this is a private piece of property at the south end of the Gyro pathway that is unsightly. An estimate is needed for cost sharing negotiations with Mr. Sheardown. Examine possibility of public stairs.	\$5,000	\$5,000
Total Class D cost estimate			\$163,002.00

Note - none of these areas currently have irrigation

### Design and Tender Timing

Construction of Project 2 Other Waterfront Landscaping Projects may be spread over a couple years depending on Council's budgetary priorities, but it is anticipated that the design work can take place in 2013 and much of the construction work can be completed in the spring of 2014.

Task Name	October					November					December					January														
<b>1.0 Design</b>																														
1.1 Council approves Consultant contract.																														
1.2 Consultant commences work.																														
1.3 Design start-up meeting with staff and design work commences. Consultant designs development plans and Class 'C' cost estimates for marina slope options and other items.																														
1.4 Public consultation presentation of design options.																														
1.5 Staff will obtain direction from Council on slope options and Council will prioritize the other items.																														
1.6 Pre-tender development plan / design brief submitted.																														
1.7 Consultant presents pre-tender development plan / design brief to Council.																														
<b>2.0 Construction Tender</b>																														
2.1 Consultant completes tender documents including construction drawings, specifications, and contract documents.																														
2.2 Tender call.																														
2.3 Consultant reviews tenders and makes their recommendation to staff.																														
2.4 Council approves tender.																														

## 7. Budget

Our budget is limited. In responding to this RFP, consultants are requested to be very selective in determining the size of their consultant team.

## 8. Proposal Contents

A proposal must include:

- a) Names of principal company and any sub-consultants.
- b) Names and resumes of consultant principals and any other team members who would be assigned to the project.
- c) Applicable experience with designing and construction management of public spaces and particularly waterfront parks, with illustrative examples and client references.
- d) Scheduling of work activities, decision-making points, meetings with Town contact person.
- e) Detailed work activities within each phase with allocated hours for each involved staff member.
- f) Hourly fees of staff dedicated to this project.
- g) Schedule of costs per work activity for staff remuneration and other expenses, including travel, materials, and all payable taxes.
- h) Firms must complete the bid sheet below, but are encouraged to describe their services in greater detail. Firms may also separately discuss any additional services that may be helpful that are not described in the RFP.
- i) Availability to start contract.

## 9. General Conditions

All proposals are subject to the attached **Schedule 'A' General Conditions** which is part of this RFP, including but not limited to the Proponent providing a signed and dated *Proposal Form*.

Three (3) copies of the proposal should be received no later than **September 25, 2013** at 2:00pm.

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**Alain M. Cunningham, Ph.D., MCIP**  
Director of Planning & Development Services  
Town of Osoyoos  
Box 3010, 8711 Main Street  
Osoyoos BC V0H 1V0  
Phone: 250.495.6191  
Fax: 250.495.0407  
[www.osoyoos.ca](http://www.osoyoos.ca)

**Bid Sheets:**

**PROJECT 1 - Gyro Park Multi-Purpose Plaza**

<b>Description</b>	<b>Total Price</b>
<b>Design Work</b>	
<b>Tender</b>	
<b>Construction Management</b>	
<b>Disbursements</b>	
<b>Milage</b>	
<b>Miscellaneous costs / printing:</b>	
<b>Other (please specify):</b>	
<b>Subtotal:</b>	
<b>Taxes:</b>	
<b>TOTAL PROPOSAL PRICE:</b>	

**PROJECT 2 – Other Waterfront Landscaping Projects**

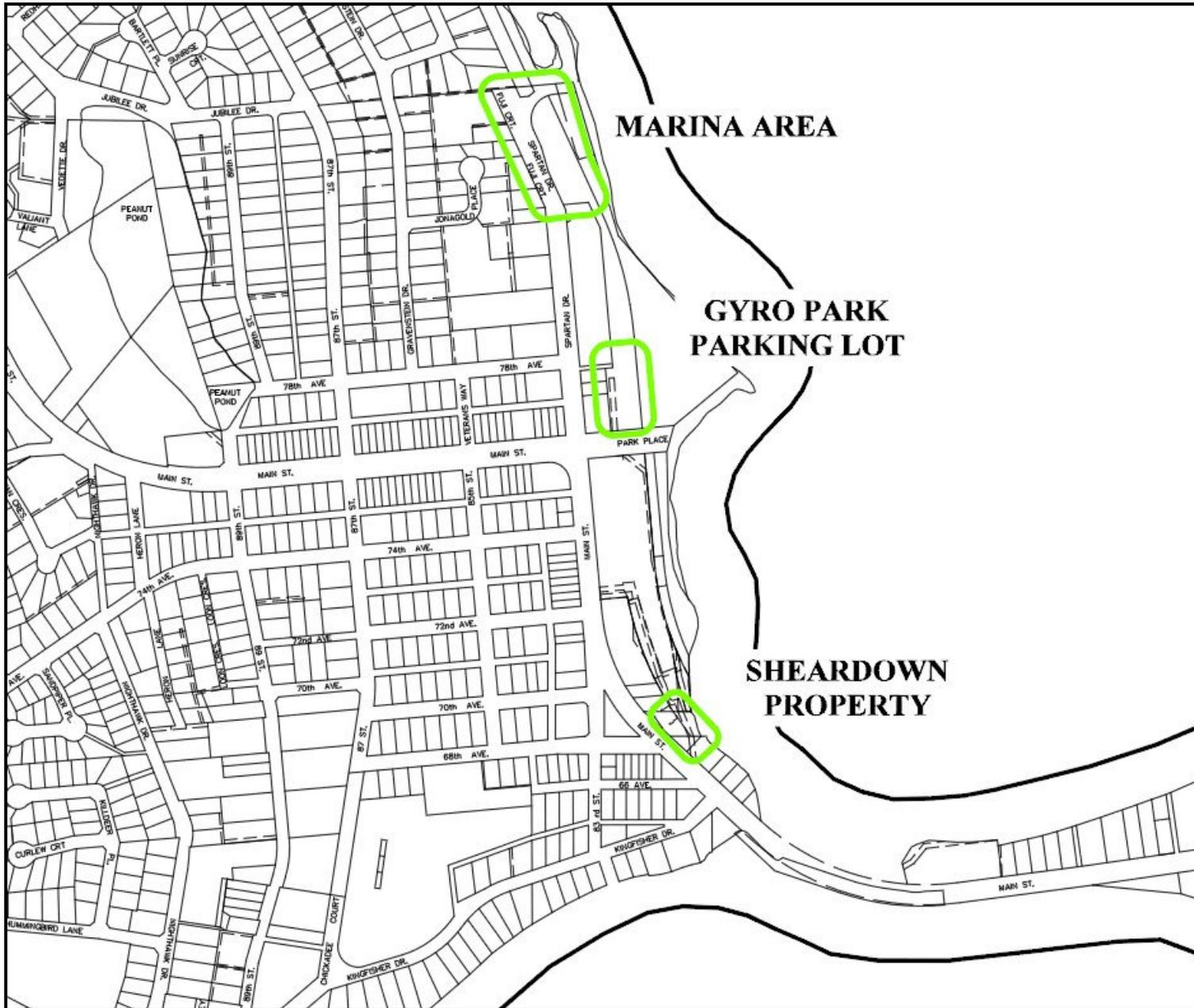
<b>Description</b>	<b>Total Price</b>
<b>Design Work</b>	
<b>Tender</b>	
<b>Construction Management</b>	
<b>Disbursements</b>	
<b>Milage</b>	
<b>Miscellaneous costs / printing:</b>	
<b>Other (please specify):</b>	
<b>Subtotal:</b>	
<b>Taxes:</b>	
<b>TOTAL PROPOSAL PRICE:</b>	

**PROJECT 1 - Gyro Park Multi-Purpose Plaza**

(note the Osoyoos Waterfront Gyro Park Plan refers to it as the “Community Gathering Space”)

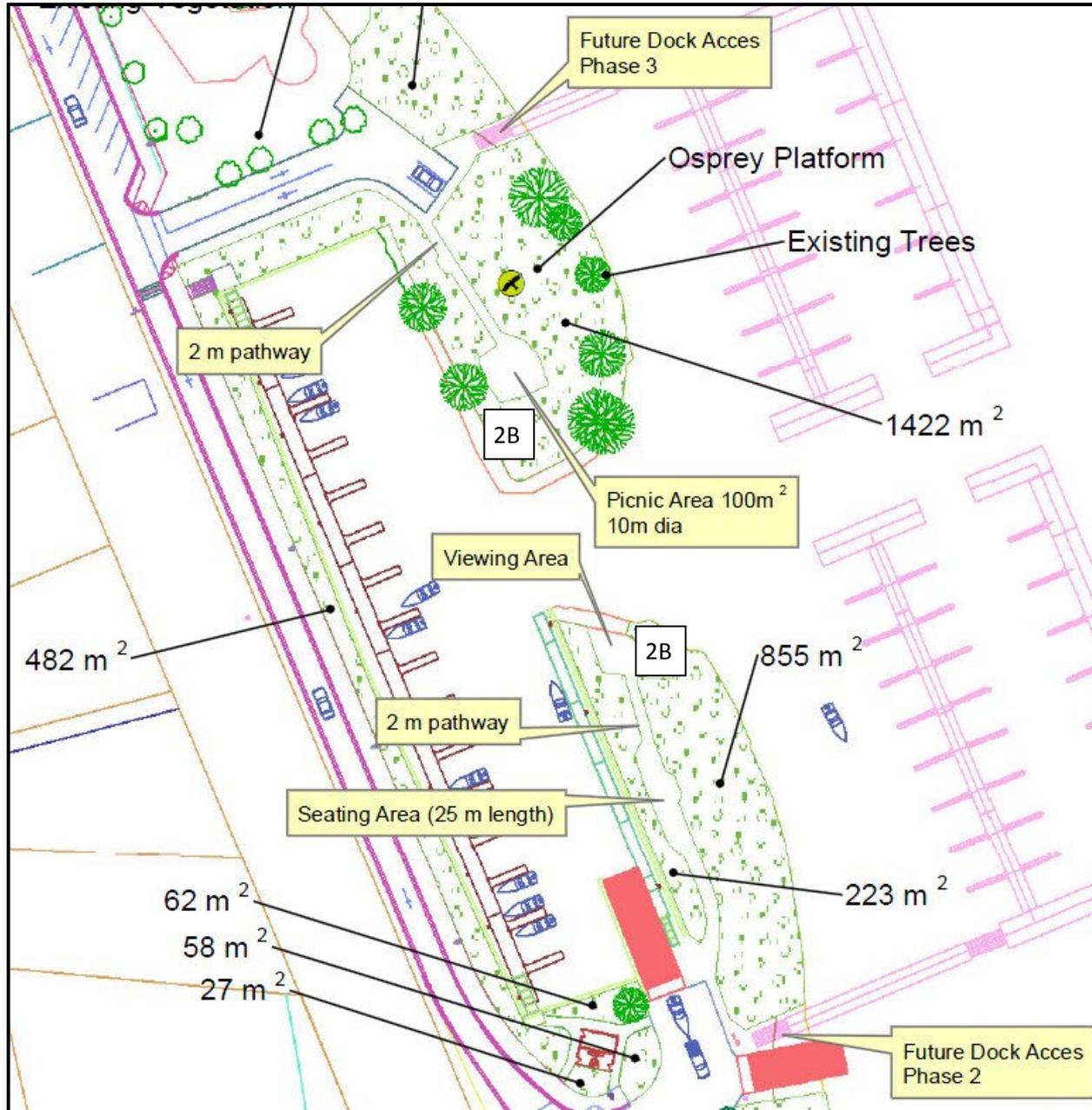


**PROJECT 2 – Other Waterfront Landscaping Projects - Location Map**

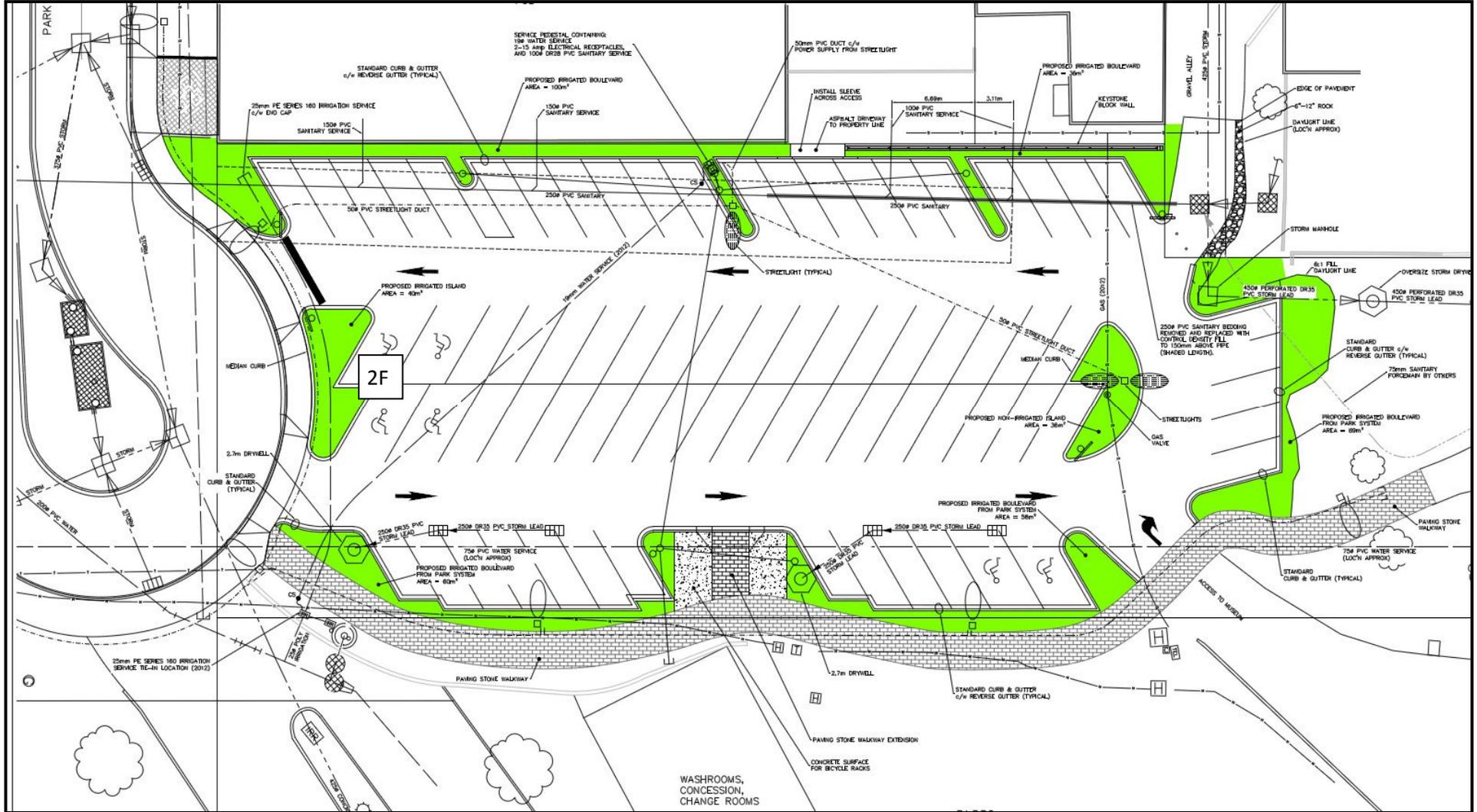




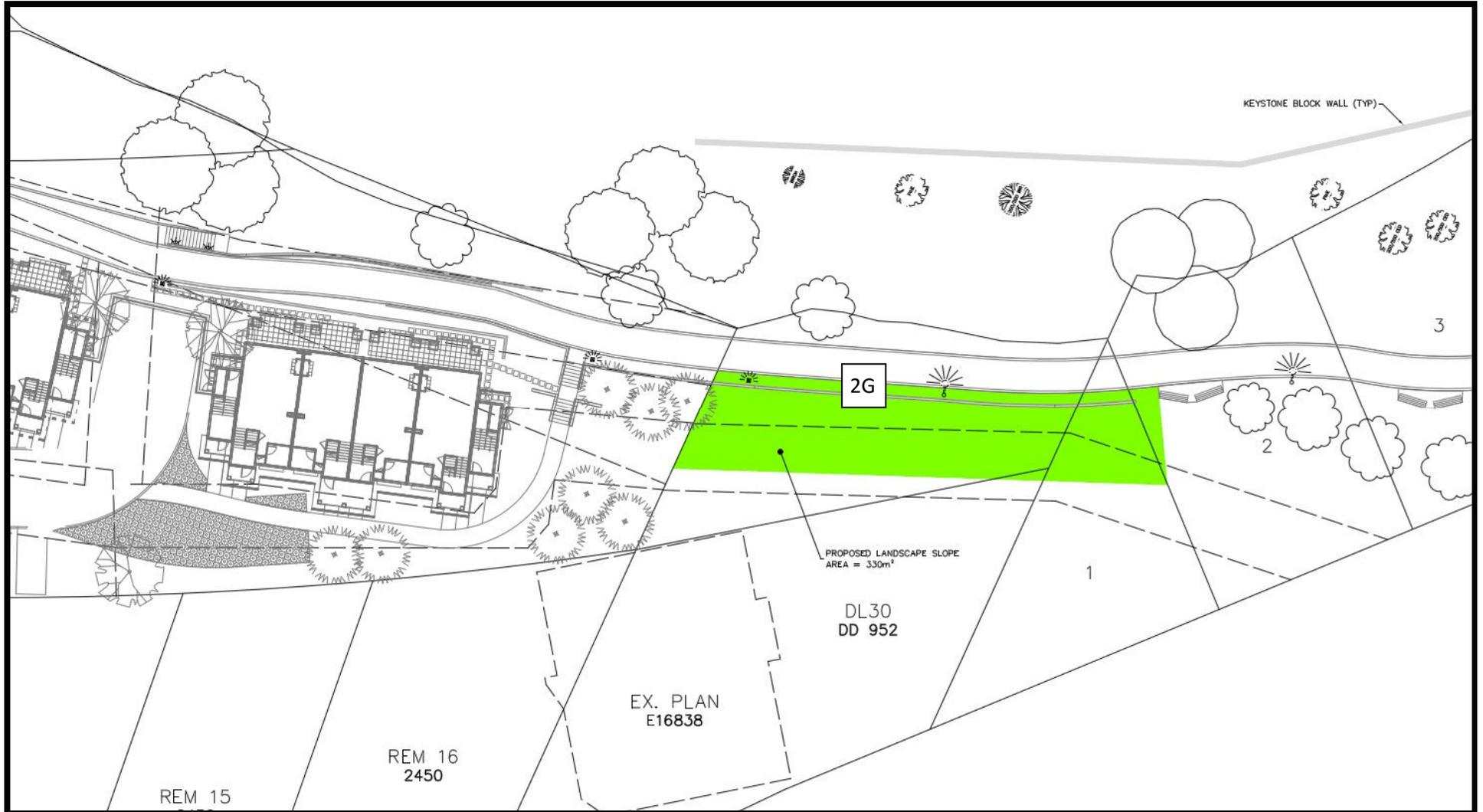
**PROJECT 2 – Other Waterfront Landscaping Projects - Areas**



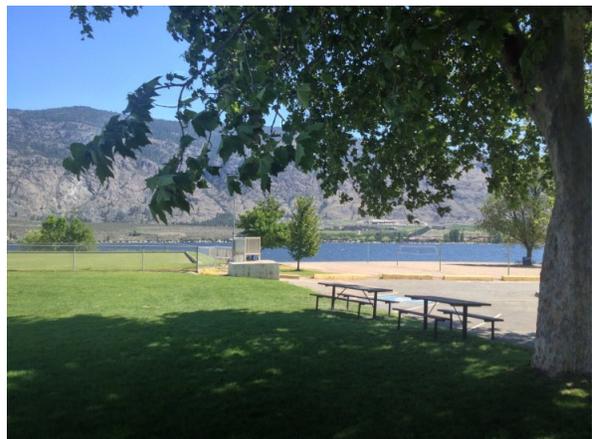
# PROJECT 2 – Other Waterfront Landscaping Projects - Areas



**PROJECT 2 – Other Waterfront Landscaping Projects - Areas**

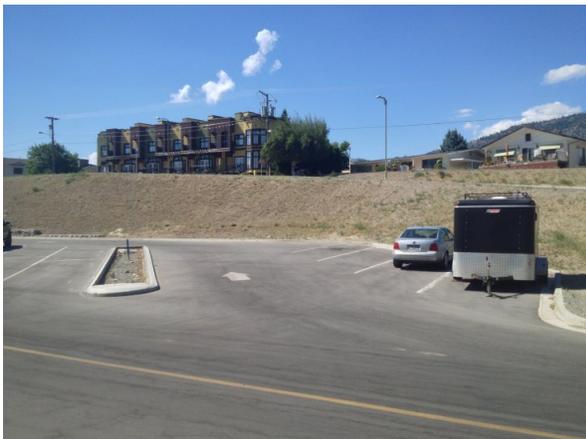


**PROJECT 1 – Other Waterfront Landscaping Projects - Pictures**





**PROJECT 2 – Other Waterfront Landscaping Projects - Pictures**  
**Project 2.1A**





**Project 2.2A**





**Project 2.2C**

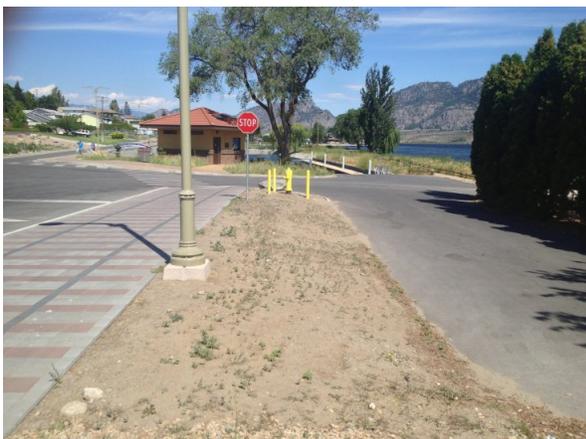




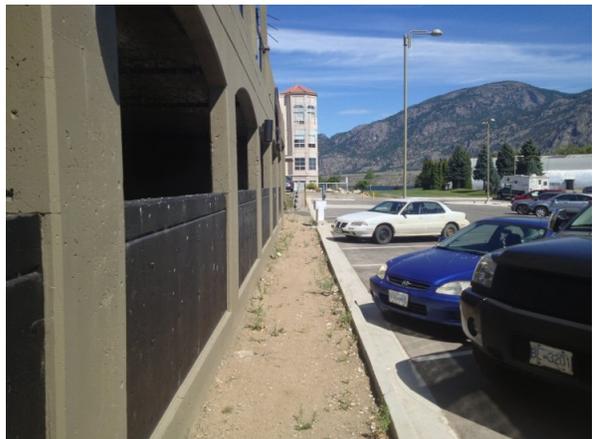
**Project 2.2D**



**Project 2.2E**



Project 2.2F







**Project 2.2G**





## **SCHEDULE 'A' GENERAL CONDITIONS**

### **APPLICABILITY**

The following General Conditions contained in this document described as Schedule 'A' apply to and are an integral part of the "*REQUEST FOR PROPOSALS (RFP) Landscape Architectural Services for the Gyro Park Multi-Purpose Plaza & Other Waterfront Landscaping Projects.*"

### **DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS**

#### **1.0 DEFINITIONS**

Throughout these General Conditions, the following definitions apply:

"Contract" means the written agreement resulting from this Request for Proposals executed by the Town of Osoyoos and the Consultant

"Consultant" means the successful Proponent to this Request for Proposals who enters into a written Contract with the Town of Osoyoos

"must", "shall" or "mandatory" means a requirement that must be met in order for the proposal to received consideration

"Proponent" means an individual or a company that submits, or intents to submit, a proposal in response to This Request for Proposals

"Proposal" means a submission in response to the "Request For Proposals (RFP) for Consulting Services for the Southeast Meadowlark Plan Implementation Project."

"Request for Proposals" and "RFP" means this Request for Proposals

"should" or "desirable" means a requirement having a significant degree of importance to the objective of the Request for Proposal

"Town" and "Town of Osoyoos" means the Town of Osoyoos

#### **2.0 TERMS AND CONDITIONS**

The following terms and conditions will apply to this RFP. Submission of a proposal in response to this RFP indicates acceptance of all the terms that follow and that are included in any addenda issued by the Town of Osoyoos.

#### **3.0 CHANGES TO PROPOSALS**

By submission of a written notice, a Proponent may amend or withdraw its proposal prior to the closing date and time.

Upon closing, all proposals become irrevocable. The Proponent will not change the wording of its proposal after Closing and no words or comments will be added to the proposal unless requested by the Town for clarification.

#### **4.0 PROPONENT EXPENSES**

Proponents are solely responsible for their own expenses in preparing a proposal. If the Town elects to reject all proposals, the Town will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened proposals, or any matter whatsoever.

#### **5.0 FIRM PRICING**

Prices will be firm for the entire Contract period unless this RFP states otherwise.

#### **6.0 CURRENCY AND TAXES**

Prices quoted are to be in Canadian dollars and inclusive of duty, delivery charges where applicable, and exclusive of HST which shall be shown separately as applicable on the Proposal Form.

#### **7.0 SUB-CONTRACTING**

Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by two Proponents having no formal corporate links. However, one of these Proponents must be prepared to take overall responsibility for successful interconnection of the two product or service lines and this must be defined in the Proposal.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Town's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.

Where applicable, the names of approved sub-consultants listed in the proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the Town.

#### **8.0 ACCEPTANCE OF PROPOSALS**

This RFP should not be construed as an agreement to purchase goods or services. The Town is not bound to accept the lowest priced or any proposal of those submitted. Proposals will be assessed in light of the evaluation criteria and the Town is under no obligation to receive further information, whether written or oral, from any Proponent.

Neither acceptance of a proposal nor 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 by-law.

The Town reserves the right to reject any and all Proposals for any reason or to accept any Proposal in whole or in part on the basis of the Proposals received which the Town, in its sole unrestricted discretion, deems to be the best value for the Town. The lowest or any proposal may not necessarily be accepted.

Proponents acknowledge the Town's rights under this clause and absolutely waive any right of action against the Town for its failure to accept their Proposals whether such right of action arises in contract, negligence, bad faith or any other cause of action.

The Town reserves the right to cancel this RFP at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.

The Town reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the Services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.

The acceptance of any Proposal is subject to funding and *may* require approval of the Osoyoos Town Council.

After acceptance by the Town, the successful Proponent will be issued a written Notice of Award.

## **9.0 DEFINITION OF CONTRACT**

Notice in writing to a Proponent of the acceptance of its Proposal by the Town and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events.

## **10.0 LIABILITY FOR ERRORS**

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

## **11.0 MODIFICATION OF TERMS**

The Town reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda on the Town's website.

## **12.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION**

All documents, including Proposals, submitted to the Town become the property of the Town. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Town is subject to the provisions of the *Freedom of Information and Protection of Privacy Act*. As a result, while section 21 of the *Freedom of Information and Protection of Privacy Act* does offer some protection for confidential third party business, financial and proprietary information, the Town cannot guarantee that any

such information provided to the Town will remain confidential if a request for access is made under the *Freedom of Information and Protection of Privacy Act*.

### **13.0 CONFIDENTIALITY OF INFORMATION**

Information pertaining to the Towns of Osoyoos obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the Town of Osoyoos, as applicable.

## **PROPOSAL SUBMISSION REQUIREMENTS**

### **1.0 PROPOSAL SUBMISSION**

3 copies of the Proposal, complete with one (1) copy of the signed and dated Proposal Form provided herein.

Proposals must be submitted in a sealed package with the name and address of the Proponent and the Request for Proposal title clearly marked on the outside.

Facsimile and electronic submissions will not be considered, but please email a digital copy to [parmstrong@osoyoos.ca](mailto:parmstrong@osoyoos.ca)

Late proposals will not be considered and will be returned to Proponents unopened at the Proponent's expense.

Proposals that are unsealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may, at the discretion of the Town, be declared disqualified.

The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form. Unsigned proposals will not be accepted.

Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed, and the Town will accept no responsibility for documents delivered to other Town facilities and, at the discretion of the Town may be declared disqualified.

No proponent shall make any personal presentation or representation regarding this RFP to any elected official of the Town of Osoyoos.

### **2.0 ADDENDA**

Addenda may be issued during the Proposal period in response to queries received. Addenda will be in written form and available on the Town's website, as well as sent to all Proponents who sent an email to [parmstrong@osoyoos.ca](mailto:parmstrong@osoyoos.ca) to request Addenda. All addenda become part of the Contract document and must be considered when responding to this RFP. Verbal answers are binding only when confirmed by written addenda.

### **3.0 DISCLAIMER**

Each proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Town makes no representation or

warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Town will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

#### 4.0 EVALUATION AND SELECTION CRITERIA

The following criteria will be applied by the Town of Osoyoos:

<b>MANDATORY CRITERIA</b>	
➤ Proposal must be received at the closing location by the specified closing date and time.	
➤ Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.	

<b>DESIRABLE CRITERIA</b>	<b>Points Assigned</b>
➤ Capture full scope of work.	<b>25</b>
➤ Thoroughness, practicality and appropriateness of proposal and methodology.	<b>20</b>
➤ Applicable experience of company and assigned consultant team.	<b>20</b>
➤ Quality of proposal materials presented.	<b>10</b>
➤ Value for money	<b>25</b>
<b>Total</b>	<b>100</b>

#### CONTRACT CONDITIONS

By submission of a proposal, the Proponent agrees that should its proposal be successful, the Proponent will enter into a Contract with the Town that subject to negotiation, may include the following selected contract clauses:

##### 1.0 COMPLIANCE WITH LAWS

The Consultant will give all the notices and obtain all the licenses and permits required to perform the work. Including a Town of Osoyoos Business Licence. The Consultant will comply with all laws applicable to the work or performance of the contract.

## **2.0 LAWS OF BRITISH COLUMBIA**

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in affect of the province of British Columbia.

## **3.0 INDEMNITY**

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

## **4.0 INSURANCE**

The Consultant will be required to provide and maintain professional liability insurance in an amount not less than \$1,000,000 insuring the Consultants' liability resulting from errors and omissions in the performance of professional services under the Contract.

Auto insurance?

General liability insurance?

## **5.0 REGISTRATION WITH WORKSAFEBC**

The Consultant and any approved sub-consultants must be registered with the WorkSafeBC, in which case WorkSafeBC coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Consultant may be required to submit a WorkSafeBC Clearance Letter indicating that all assessments have been paid. The Consultant shall abide by all provisions of the Workers Compensation Act of British Columbia.

Proposal Form

RFP Title

**CLOSING DATE AND TIME:** \_\_\_\_\_ **PACIFIC TIME ON** \_\_\_\_\_, **2013**

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

The undersigned confirms that their submission is in response to the Request for Proposal for \_\_\_\_\_, and the Proponent acknowledges receipt of addenda # \_\_\_\_\_ through addenda # \_\_\_\_\_

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

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

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

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

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

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

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

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