



# **TOWN OF OLIVER REQUEST FOR PROPOSALS**

for

**Official Community Plan Review and Update**

**August 21, 2015**

**TOWN OF OLIVER**  
**REQUEST FOR PROPOSALS**  
**OFFICIAL COMMUNITY PLAN REVIEW AND UPDATE**

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# 1.0 INTRODUCTION

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## 1.1 PURPOSE

The Town of Oliver is requesting submission of proposals from consultant teams with proven experience in land use planning and community sustainability for the preparation of an Official Community Plan (OCP) Bylaw Review and Update.

This document outlines the overall scope of consultant services, sets out the basic requirements for the proposal document and provides the evaluation criteria to be used as a basis for awarding the OCP Bylaw Review and Update assignment.

This document also outlines a general process for the review of the existing OCP Bylaw and engagement of the community in establishing future policy direction. Several concepts and ideas on how this may be achieved are presented; however, suggestions and other ideas on achieving the outcome are also welcome.

## 1.2 BACKGROUND

The current OCP Bylaw was adopted in 2004 and since then there have been a number of changes to the plan, to Provincial legislation as well as the development of a Regional Growth Strategy, all of which need to be reflected in the new OCP Bylaw.

Amendments that have been made to the current OCP Bylaw since its adoption include a number of land use designation changes, the introduction of Riparian Development Permit (RPD) Area designation, as well as policies and targets for greenhouse gas reductions required under Bill 27.

The South Okanagan Sub-Regional Growth Strategy was adopted in 2010 and directs future growth into Primary or Secondary (Rural) Growth areas, with the Town of Oliver identified as a Primary Growth area.

These factors present new opportunities for Town Council to review its policies and develop an OCP Bylaw that sets clear direction for building a strong, healthy and sustainable community. A review of the OCP Bylaw will provide the public forum for establishing strategic directions.

## 1.3 SUPPORT MATERIALS

Staff will be available on an ongoing basis to discuss issues as they arise. The following documents are available on the Town of Oliver website ([www.oliver.ca](http://www.oliver.ca)) and the Regional District of Okanagan-Similkameen website ([www.rdos.bc.ca](http://www.rdos.bc.ca)) to possibly assist in proposal preparation:

- Town of Oliver Official Community Plan Bylaw 1070;
- Town of Oliver Zoning Bylaw 1350;
- South Okanagan Sub-Regional Growth Strategy, Bylaw No. 2421, 2007;
- Town of Oliver Strategic Plan 2015-2018;
- Subdivision and Development Servicing Bylaw 1300;

- Accessibility Issues - Measuring Up Final Report (2009);
- Smart Growth on the Ground: Greater Oliver Concept Plan (2006);
- Keeping Nature in Our Future: Biodiversity Strategy (2012);
- The Wine Village Core Area Concept Plan (2009);
- Affordable Housing Strategy (2009);
- Oliver and Area Trails Master Plan;
- Town of Oliver – Developing Growth Options (1996)
- RDOS Solid Waste Management Plan;
- Roads Master Plan.

*NOTE:* All vector data will be provided in ESRI v10 geoDatabase format or XML Workspace Document format. Raster data will be provided in geoTIFF or MrSID format. All data will be provided in Albers projection NAD 83 datum with the Province of BC parameters: <http://spatialreference.org/ref/epsg/nad83-bc-albers/>

#### 1.4 DEFINITIONS

In this Request for Proposals:

“**Consultant**” means the Proponent whose Proposal has been accepted by the Town of Oliver and is awarded a contract by the Town of Oliver to carry out the Work.

“**Proponent**” means the responder to this RFP.

“**Proposal**” means a proposal to carry out the Work submitted by a Proponent in response to this RFP.

“**Town of Oliver**” means the Town of Oliver.

“**RFP**” means this Request for Proposals.

“**Work**” means and includes anything and everything required to be done for fulfillment and completion of the project in accordance with this RFP and Proposal.

## 2.0 INSTRUCTIONS TO PROPONENTS

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### 2.1 SUBMISSION OF PROPOSALS

Proposals will be accepted in hardcopy only, please enclose three (3) copies. The proposals and their envelopes should be clearly marked with the name and address of the proponent, the RFP program title, and be addressed to the following:

**Heidi Frank  
Chief Administrative Officer  
Town of Oliver  
Box 638  
Oliver, B.C. V0H-1T0**

Proposals must be received on or before the **closing time** of:

TIME: **3:00 PM local time**

DATE: **Wednesday, September 30, 2015**

It is the proponent's sole responsibility to ensure their proposal was received, at the address set out above, by the closing time.

Proponents wishing to make changes to their proposals after submission but prior to the closing time may do so by submitting the revisions as follows:

Fax: **250.498.4466 (Attention: Heidi Frank)**

E-mail: **Heidi Frank [hfrank@oliver.ca](mailto:hfrank@oliver.ca)**

Hard copy: **Heidi Frank  
Chief Administrative Officer  
Town of Oliver  
Box 638  
Oliver, B.C. V0H-1T0**

It is the proponent's sole responsibility to ensure their revisions were received, at the fax, e-mail or address set out above, prior to the time of closing.

Proposals received after the closing time will not be accepted or considered and will be returned to the proponent at the proponent's expense.

### 2.2 INQUIRIES

All inquiries related to this RFP should be directed, by e-mail, to the following contact:

**Heidi Frank, Chief Administrative Officer: [hfrank@oliver.ca](mailto:hfrank@oliver.ca)**

Proponents shall carefully examine the RFP documents and shall fully inform themselves as to the intent, existing conditions and limitations which may affect their Proposal submission. No consideration will be given after submission of a Proposal to any claim that there was any misunderstanding with respect to the conditions imposed.

Proponents finding discrepancies or omissions in the Contract or RFP, or having doubts as to the meaning or intent of any provision, should immediately notify the above listed

project contact. If there are any changes, additions, or deletions to the Proposal scope, conditions, or closing date, Proponents will be advised by means of an Addendum issued by the Town of Oliver. All Addenda is to become part of the Proposal Documents and receipt of Addenda should be acknowledged by the Proponent in the submission.

Verbal discussion between the Town of Oliver Councilors and/or Mayor, trustees or staff and a Proponent shall not become a part of the RFP or modify the RFP unless confirmed by written Addendum.

### **2.3 SITE MEETING OR PRE-PROPOSAL MEETING**

No site meeting or pre-proposal meeting is scheduled for this project. Consultants wishing to submit a proposal for this work may visit the Town of Oliver prior to proposal submission, however this will not be considered mandatory.

## **3.0 GENERAL TERMS OF PROPOSAL PROCESS**

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### **3.1 PROPOSAL PREPERATION COSTS**

All expenses incurred by the Proponent in preparation and submission of this Proposal are to be borne by the Proponent, with the express understanding that no claims for reimbursements against the Town of Oliver will be accepted.

The Town of Oliver shall not be responsible for any costs involved in or associated with any meetings, discussion or negotiation following submission that could lead to acceptance of the Proposal and award of a contract.

### **3.2 PROPOSAL EVALUATION**

The Town of Oliver recognizes that “Best Value” is the essential part of purchasing a product and/ or service and therefore the Town of Oliver may prefer a Proposal with a higher price, if it offers greater value and better serves the Town of Oliver’s interests, as determined by the Town of Oliver, over a Proposal with a lower price.

Appendix ‘B’ contains the information regarding how Proposals will be evaluated. The evaluation team will not be limited to the criteria listed in Appendix B, and the evaluation team may consider other criteria that the team identifies as relevant during the evaluation process. However, any criteria considered will be applied evenly and fairly to all Proposals.

The Town of Oliver, at its sole discretion, reserves the right to:

- reject any or all Proposals whether complete or not,
- reject any Proposal it considers not in its best interests,
- waive any minor irregularity or insufficiency in the Proposal submitted,
- not be liable for misunderstandings or errors in the Request for Proposals,
- issue addenda to the Request for Proposals,
- contact references provided by the Proponents,
- retain independent persons or contractors for assistance in evaluating Proposals,
- request points of clarification to assist the Town of Oliver in evaluating Proposals,
- negotiate changes with the successful Proponent,
- award separate contracts for separate work components, and
- withdrawal the Request for Proposals.

### **3.3 PROPOSAL PRESENTATION**

The Town of Oliver reserves the right to request one or more of the Proponents whose submissions are of particular interest to the Town of Oliver, to make an oral presentation to the Town of Oliver.

### **3.4 PROPOSAL CONFIDENTIALITY AND PROPRIETARY INFORMATION**

All submissions become the property of the Town of Oliver and will not be returned to the Proponent. The Town of Oliver will consider all Proposals submitted as confidential but reserves the right to make copies of all Proposals received for its internal review and for review by its financial, accounting, legal, and technical consultants.

Proponents should be aware that the Town of Oliver is a “public body” as defined in and subject to the provisions of the *Freedom of Information and Protection of Privacy Act*.

If the Proponent believes any of the information requested in this RFP and provided by them is confidential, then they should identify it as such and provide a rationale as to why it should not be released under “Freedom of Information” legislation.

The rationale for keeping information confidential under this legislation includes:

- a) Trade secrets of the Proponent;
- b) Financial, commercial, scientific or technical information, the disclosure of which could reasonably be expected to result in material financial loss or gain or could reasonably be expected to prejudice the competitive position of the Proponent; or
- c) Information the disclosure of which could be reasonably expected to interfere with contractual or other negotiations of the Proponent.

### **3.5 CONFLICT OF INTEREST**

A Proponent shall disclose in its Proposal any actual or potential conflicts of interest and existing business relationships it may have with the Town of Oliver, its elected or appointed officials or employees. The Town of Oliver may rely on such disclosure.

### **3.6 NO COLLUSION**

Except as otherwise specified or as arising by reason of the provision of the contract documents, no person whether natural, or body corporate, other than the Proponent has or will have any interest or share in this Proposal or in the proposed contract which may be completed in respect thereof. There is no collusion or arrangement between the Proponent and any other actual or prospective Proponents in connection with Proposals submitted for this project and the Proponent has no knowledge of the contents of other Proposals and has made no comparison of figures or agreement or arrangement, express or implied, with any other party in connection with the making of the Proposal.

### **3.7 LITIGATION**

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 Town of Oliver in connection with any contract for works or services, may be considered ineligible Proponents. Receipt of Proposals from such Proponents may be disqualified from the evaluation process.



### 3.8 NO CONTRACT

The RFP Documents are not intended to constitute, or be interpreted as, a call for tenders, and the submission of a proposal is not intended to create any contractual or other legal obligations or duties whatsoever owed to any proponent by the Town, including any obligation or duty to accept or reject a proposal, to enter into negotiations or decline to enter into or continue negotiations, or to award or not award a contract. Without restricting the generality of the foregoing, no contractual relations shall exist between the Town and any proponent until the execution of a contract with that proponent.

### 3.9 ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be made in writing from the Town of Oliver, and will be addressed to the successful Proponent at the address given in the submitted Proposal. Following acceptance and approval to proceed with the Proposal, the Proponent is expected to enter into a contract with the Town of Oliver to perform the Work set out and agreed upon in the Proposal.

The agreement that the successful Proponent will be expected to execute with the Town of Oliver will contain terms similar to those contained in the Draft Contracting Services Agreement provided in Appendix 'B'. The agreement attachments will include the entire Request for Proposal, the Proponent's total Proposal submission and any mutually agreed upon modifications, changes or negotiated adjustments.

### 3.10 PROPOSAL CONTENT

Content to be included in the Proposal:

- Full name, address and telephone number of the submitting office of the Proponent and where applicable, the name, address and telephone number of any branch office, affiliate or sub-consultant(s) that will be involved in the project.
- Project Manager: The Proposal shall identify the proposed project manager who will be the single point of contact, responsible for direct interaction with the Town of Oliver. State his/ her position and professional discipline. Describe the work to be performed by the project manager and his/ her qualifications, in terms of education and substantive experience, directly related to the proposed Work.
- Proposed Project Team: The Proposal shall list key individuals including the project manager and sub-consultant(s) who will have major responsibilities for the performance of the work. Describe the work to be performed by each listed individual and their qualifications, in terms of education and substantive experience, directly related to the proposed Work.

The Proposal should include the following endorsement:

*“Identified Key Project Team members shall only be replaced with written approval of the Town of Oliver.”*

- Methodology: The Proposal shall contain an outline of strategies and skills that will be used to manage the project's expectations, manage the project's resources, manage the project's budget and to ensure quality control throughout the project. How the

environmental aspects will be managed? Discuss how each task will be carried out and what services or interactions are required from/with the Town of Oliver. Identify any specialized equipment, unique approaches or concepts, or cost saving measures which the Proponent's company may use that are relevant to the required Work.

- References: The Proposal shall provide no less than two (2) references that are relevant to the proposed Work. The references should be from a third party who can provide information about the performance of the Proponent in delivering the works or services for the experience cited.

### **3.11 SUB-CONSULTANTS**

The Proposal shall include the company name of all sub-consultants proposed to be used in the performance of the Work with a description of the Work they would be performing.

The sub-consultants listed in the Proposal may not be changed without the written consent of the Town of Oliver. If the Town of Oliver so requires, the Proponent shall be prepared to confirm to the Town of Oliver the competence of sub-consultants prior to acceptance of the Proposal.

### **3.12 PROPOSAL CONTENT & INNOVATION**

The Proponent shall address in the Proposal submission, all the information as requested in the RFP documentation. The Proponent is also encouraged to include innovative, alternative or unique solutions to the Proposal subject that may, along with other things, indicate cost initiatives, improved environmental impacts, better public relations and/ or project acceptance, reduced risk, improved management or administrative efficiencies, etc. Any alternative Proposals submitted should include all the requirements of the original RFP with costs identified for comparative purposes.

### **3.13 WORKERS COMPENSATION ACT**

The Proponent, and any proposed sub-contractors and sub-consultants, should provide a Work Safe BC (Workers Compensation Board) Registration Number in the Proposal and shall at the time of signing a contract agreement, provide proof of payment of claims in good standing with Work Safe BC.

## 4.0 SCOPE OF WORK AND SCHEDULE

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### 4.1 STATEMENT OF UNDERSTANDING

In their own words, the Proponent must show that they have an understanding of what the Work involves and what is required to complete the Review and Update of the Town of Oliver's Official Community Plan Bylaw. It is the Proponent's responsibility to demonstrate that they possess the required knowledge, understanding and capacity to carry out the Work as outlined in this RFP.

### 4.2 SCHEDULING

The Proposal should include a comprehensive project schedule taking into consideration critical path elements and the tasks involved (start-up, task durations, site visits, milestone dates, etc.). The schedule should also identify the individual assigned to perform the tasks and the estimated number of hours committed.

In addition, include the amount and type of work performed by each Sub-Contractor and in what sequence. Discuss how each task will be carried out; what services or interaction is required from/ with the Town of Oliver.

The Town of Oliver has established the following preliminary baseline schedule for the project. Any advancement of the times indicated are desirable and would be welcomed by the Town of Oliver.

<b>Task</b>	<b>Completion Date</b>
Award to Consultant	Nov. 23, 2015
Start up meetings with Town staff	Nov. 30, 2015
Background Report, Land Inventory, and Research	January 30, 2016
Community Engagement strategy finalized	January 30, 2016
Initial Community Engagement process	March, 2016
Technical Reports completed	March, 2016
Draft OCP, including ongoing community dialogue	September 2016
Public consultation	November 2016
Finalize draft OCP Bylaw	January 2017

The Consultant should plan their work to conform to this or their improved schedule. The Town of Oliver will provide information and responses to Consultant in a timely manner so as not to impact the schedule.

### **4.3 SCOPE OF WORK**

The Consultant selected will meet with the Town of Oliver to determine a finalized work plan. This will include a review of responsibilities, expectations and establishment of timelines for the various stages of the project.

It should be noted that the Consultant will be required to liaise with Town staff throughout the project.

It is anticipated that the successful Proponent; along with any required sub-consultants, will provide the following general Work as a minimum:

#### **.1 Background Report, Land Inventory, and Research**

Collect and analyze data and identify key issues, trends and priorities, including preparation of population and housing unit forecasts. The background report will contain, at a minimum, chapters on population, housing, employment, a preliminary land use inventory analysis and an analysis of the current OCP.

#### **.2 Community Engagement**

This component encompasses a number of different elements with the focus on exchanging information with residents and other stakeholders. Suggestions and recommendations on how to create a valuable community engagement process are welcome if other than the suggestions below.

- i) Design a web-based community engagement process that includes the set up and maintenance of web-based consultation. Engagement methods need to be provide both input on issues and have information reported back to the community.
- ii) At least one (1) statistically valid survey during the process to garner level of interest of support for issues and support for directions.
- iii) Preparation of graphics to be used throughout the review process to provide a fresh look on all OCP related material such as posters, press releases, bulletins, mail outs etc. Graphics may also be required to be incorporated into the OCP bylaw, as required.
- iv) Preparation of a training workshop and ongoing material for the appointed citizen committee.
- v) Prepare and facilitate public open houses, prepare materials for other creative methods for outreach, facilitate a number of citizen's committee meetings.
- vi) Recognition that the Osoyoos Indian Band (OIB) plays a key role in the area and attention will need to be detailed on how to best engage OIB.

#### **.3 Technical Information**

Several aspects of the OCP review will require specific technical expertise, including:

##### **i) Review Infrastructure Plans**

The OCP Bylaw shall be reviewed in the context of the Town's Roads Master Plan.

#### **.4 Bylaw Preparation**

In addition to reviewing the OCP Bylaw to ensure compliance with the required content sections of the *Local Government Act*, the following shall also be undertaken:

i) Integration of Urban Growth Boundary

Following the adoption of the South Okanagan Sub-Regional Growth Strategy (RGS) Bylaw in 2010, the Town of Oliver, as an identified Primary Growth Area under the Bylaw, deferred implementation of an Urban Growth Boundary pending the review of the OCP Bylaw. This review process must include the establishment and integration of an Urban Growth Boundary into the OCP Bylaw.

ii) Review of Regional Context Statement

The RGS Bylaw further requires that the Regional Context Statement (RCS) be reviewed at least every five (5) years, “at which time it must be submitted for acceptance by the RDOS Board.” The current RCS was adopted on May 24, 2011, and shall be reviewed as part of the OCP Bylaw Review.

iii) Review of Growth Management Objectives and Policies

In conjunction with the integration of the Urban Growth Boundary mentioned under sub-section i), those policies related to the accommodation of future growth within the Town shall be reviewed and updated.

iv) Review and Update of Development Permit Area Designations

The current OCP Bylaw contains the following Development Permit Area designations (some of which also address the protection of farming):

- i) Wine Village Core Development Permit Area
- ii) Multiple Family Development Permit Area
- iii) General / Tourist Commercial Development Permit Area
- iv) Town Centre Development Permit Area
- v) Industrial Development Permit Area
- vi) Environmental Development Permit Area
- vii) Riparian Development Permit Area

These DP Areas shall be reviewed for continuing relevance and possible updating.

v) Review of Zoning Bylaw

A review of all recent amendments to the Town of Oliver Zoning Bylaw 1350, shall be conducted.

Recommended amendments to the Zoning Bylaw required to support new policy directions contained within the draft OCP shall be provided.

vi) Integration of the Town’s Strategic Plan

The OCP shall be reviewed and aligned with Council’s Strategic Plan for 2015-2018.

vii) Documentation

Submit a report that thoroughly documents the information used to inform the development and policy direction of the draft OCP.

Prepare a draft OCP bylaw, using a standard Town of Oliver template, including proposed objectives, goals, policies, maps, development permit guidelines and implementation strategy, the latter of which is to include the identification of subsequent policy and studies required that would follow the adoption of the OCP.

Provide Council presentation material and any required amendments to bring the OCP bylaw to adoption.

Provide a summary on required zoning bylaw amendments needed as a result of new OCP policy directions.

#### **4.4 REPORTING REQUIREMENTS**

For the final documentation, submit three (3) hard copies and one (1) electronic copy of all final reports, spreadsheets and documents to the Town of Oliver. Draft documents may be reviewed electronically.

The Town of Oliver will require fully editable electronic copies of the draft and final report packages in formats that are compatible with the software available at the Town of Oliver (Microsoft Word and Excel, PDF and ESRI GIS files).

Drawings shall meet standards acceptable to the Town of Oliver's Geographical Information Systems (GIS) department and be prepared and presented in SI units and use Geodetic datum and Albers projection NAD 83 coordinates.

All drawings shall also be drawn, saved and provided in PDF format and ESRI geoDatabase or XML Workspace Document format.

**NOTE:** mapping and database deliverables: The final product received by the Town of Oliver will include a single polygon feature class for the OCP dataset and separate feature classes for each of the individual schedules. All data will be in in ESRI v10 geoDatabase format or XML Workspace Document format. All feature classes must have valid polygon topology with a cluster tolerance of within 0.01 meters in regards to overlapping polygons, gaps between polygons and boundary must be covered by parcel base line work. Sufficient metadata will be included with all data sets to clearly and accurately describe the data and will include at a minimum, contact information, resolution and precision of the spatial data, brief description on how the data was created, date the data is current to, description of all attribute information and a description on any issues or concerns with the data. The OCP feature class will include a specific attribute field describing the polygon designation. OCP polygon boundaries will extend to the approximate centerline of the road where applicable.

Any changes to the current OCP Bylaw map schedules as a result to the review process must be tracked by the consultant and provided to the Town of Oliver at end of the project.

## 5.0 COMMUNICATIONS

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The participants in the process will include the Town of Oliver Mayor and Council, Town staff, a citizen's committee and a technical advisory committee, (to be established), who will help guide the process, identify community issues, discuss content of the Plan, and to help engage the public and other stakeholders.

Regular updates to the Town of Oliver project manager are required throughout the project. Develop a communications plan with Town of Oliver staff and for the public consultation required and identify roles of each participant. It is noted that the *Local Government Act* dictates that consultation must occur "early and often".

Consultant must attend public meetings and functions associated with the project, including the final adoption process, and would include preparation and presentation of relevant materials.

### Safety Procedures

Prior to the start of the project, the successful Proponent is required to supply the Town of Oliver with its safety procedure manuals. At this time the Proponent will also be informed of the Town of Oliver's safety requirements. During the progress meetings, safety issues must be discussed and addressed. Copies of any safety meetings held for the project while onsite or offsite must be provided to the Town of Oliver.

### Environmental Report

The Consultant is required to track all fossil fuel consumption throughout the entire project for all equipment used. This includes all sub-consultants and subcontractors. The Proposal shall describe how the Consultant will track and report to the Town of Oliver the fossil fuel consumption during the entire project.

## **6.0 FEES AND DISBURSEMENTS**

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The Proposal shall specify a maximum or upset fee up to and including the completion of the project for all taxes, labour, materials, equipment, sub-consultant expenses, approvals, permits, and all other expenses necessary to complete the work as described in the RFP. Any costs incurred by the Consultant above the submitted maximum cost will be the sole responsibility of the Consultant unless pre-approved by the Town of Oliver.

A schedule of hourly rates for all personnel proposed, all equipment proposed and all disbursement rates for the project shall be included in the Proposal. Ensure sufficient detail is provided to facilitate evaluation of level of effort by task and cost.

Fee Estimates must include all applicable taxes, but show taxes as separate items. All prices quoted to be in Canadian dollars.



## REQUEST FOR PROPOSALS EVALUATION FORM

Proponent's Name: \_\_\_\_\_

Project Title: Town of Oliver OCP Review and Update

Evaluation Date: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Step 1:		YES	NO
Mandatories	Proposal received prior to closing		
	Sub-consultant list submitted		
	Project Manager identified		
	Proposed schedule included		
	Reference List		
	Hourly rates provided		
	Maximum or upset fee included		
	Complete proposal as requested		
Step 2:		Assigned Points	Points
Proponent (15-30 points)	Qualifications of firm and project team members	10	
	Experience of firm and project team members	5	
	Past Performance / References	5	
	Resources	5	
	Local Knowledge	5	
Proposal (30-50 points)	Scope	5	
	Methodology	10	
	Environmental Performance	5	
	Scheduling	10	
	Project Team - Level of Effort	10	
	Clarity of Proposal	10	
Price (20-50 points)	Points for Price = (lowest cost Proposal divided by Proposal being evaluated) x (20% weight)	20	
Total Score	Proponent + Proposal + Price Scores	100	

1. Requests for Proposals (RFP's) shall be reviewed by an Evaluation Team, which shall consist of at least two staff members.
2. Each Evaluation Team member shall complete the RFP Evaluation Form for each Proposal.
3. Evaluation Team Members will use the following list of questions to complete the RFP Evaluation Form:

## **Proponent Evaluation**

### (i) Qualifications of Firm and Project Team Members

Are the firm and project team members specialized and qualified in the nature of the project work?

### (ii) Experience of Firm and Project Team Members

Has the firm completed similar projects during the last three years? Do the assigned project team members have experience with similar projects?

### (iii) Past Performance

Is the firm's record of past performance sound? Do reference checks reveal weaknesses? Was abnormal level of monitoring required? Does the firm consistently complete assignments on time and within budget?

### (iv) Resources

Does the firm have ample resources (e.g. staff, equipment, etc.) to apply to this project?

## **Proposal Evaluation**

### (i) Scope

Do the objectives, scope, work plan, and prediction of results comply with the terms of reference and project objectives?

### (ii) Methodology

Is the methodology clear and in sufficient detail to cover all necessary aspects? Does the Proposal reflect the required understanding of the project? Is each task clearly outlined and in logical sequence?

### (iii) Environmental Performance [see criteria below]

Does the proposal address environmental performance of the proponent and what has been implemented by the proponent? Are environmental requirements of this RFP addressed (such as fossil fuel use)? What is the environmental burden and unit cost of a product, from its design through to production and then final disposal?

### (iv) Scheduling

Does the Proposal indicate that the achievement of objectives will be met according to an acceptable schedule? Are they within the timelines set by the terms of reference (if outlined in the terms of reference)? Are problems or delays accounted for? Is timing realistic for the project?

### (v) Project Team

Is the level of effort (total hours) adequate, low or high? Are the hours of professionals involved adequate, low or high? Is the proportion of professional vs. technical hours adequate or appropriate?

### (vi) Clarity of Proposal

Is the Proposal clear, concise, and logical?

## **Price Evaluation**

- (i) Total Price
- 4. Upon completion of Step 2, the Evaluation Team shall determine, by consensus, the score for each Proposal and will forward these scores to the Board for its consideration to select the successful Proponent.

### **Environmental Performance Decision Criteria**

Basic evaluation criteria for rationalizing the purchase of environmentally sound alternatives:

- (i) Does the alternative product meet or exceed the minimum required performance specifications? (e.g.) durability, safety, structural integrity. (If no, use the conventional product; if yes move to (ii)).
- (ii) Is the unit pricing of the alternative product equal, or less than, the conventional product? (If yes purchase the alternate product; if no move to (iii)).
- (iii) What is the total annual cost differential of using the alternate product instead of the conventional? (If the effect on budget is nominal use the alternate product; if the effect on budget is more than nominal go to (iv)).
- (iv) By using the alternate product are there any offsetting benefits that can be clearly measured and recorded in cost avoidance accruing to the same Business Unit, or to other business Units and, if so, do those benefits equal or exceed the extra acquisition costs? (If yes purchase the alternate product; if no go to (v)).
- (v) Are there any other benefits that are not measurable in any direct monetary sense but are benefits that we ought to realize for other on-pecuniary reasons?, e.g. “green benefits” such as reduced pollution, air emissions, effluent release, recyclable & disposal issues etc. (If no, purchase the conventional product; if yes define those reasons and report them through established reporting channels to get the increased budget commitment approved. In either case go to (vi)).
- (vi) If acquisition of the alternative product, at the higher cost, is approved purchase the alternate product; if not purchase the conventional product.

**DRAFT CONSULTING SERVICES AGREEMENT**

THIS AGREEMENT made the \_\_\_ day of \_\_\_\_\_, 2015.

BETWEEN:

**Town of Oliver**  
6150 Main Street  
Oliver, British Columbia, V0H-1T0

OF THE FIRST PART

AND:

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(hereinafter called the “Consultant”)

OF THE SECOND PART

WHEREAS the Consultant has agreed to provide certain professional services to the Town of Oliver in connection with a certain project described as follows:

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AND WHEREAS the parties hereto wish to set out herein their respective rights and obligations.

NOW THEREFORE, the Town of Oliver and the Consultant in consideration of their mutual rights and obligations as hereinafter set forth do hereby agree as follows:

**Article 1 Consultant’s Duties**

- 1.1 The Consultant shall provide to the Town of Oliver all services set out in the Request for Proposal (attached hereto as Schedule “A”) and the Consultant’s Proposal (attached hereto as Schedule “B”), both of which form part of this agreement.
- 1.2 In performing the Services under this Agreement, the Consultant shall, at all times, act in the best interests of the Town of Oliver and exercise that degree of professional skill, care and diligence required according to generally accepted professional science and engineering standards applicable to the performance of such Services at the time and place the Services are performed.

- 1.3 It is agreed that in awarding the professional services encompassed within this agreement to the Consultant, the Town of Oliver has relied upon the Consultant's representations concerning the experience of certain identified personnel in the employ of the Consultant. It is agreed that, in performing the services under this agreement, the Consultant shall assign such identified personnel to the project.
- 1.4 The Consultant shall request of the Town of Oliver any information or data contained in Town of Oliver files which the Consultant requires in order to perform the services. The Town of Oliver is only obligated to provide to the Consultant information and data that is pertinent to the terms of reference and work program set out in Schedules "A" and "B". The Consultant may rely on such information or data as may be provided by the Town of Oliver without independent verification.
- 1.5 To ensure that the Project is processed in a timely manner, the Consultant and the Town of Oliver will apply their best efforts to meeting the following deadlines:
- a) Phone call inquiries from the Town of Oliver will be returned within 24 hours;
  - b) Public inquiries to the Consultant on technical issues will be returned within 48 hours;
  - c) Meetings will be scheduled within 5 working days from date of request;
  - d) Review comments for material submitted by the Consultant will be processed by the Town of Oliver within 14 days of receipt.
- 1.6 At the commencement of the Project, the Consultant shall, at the Town of Oliver's request, provide the Town of Oliver with a detailed analysis of the cost estimate for each component of the project including a monthly and cumulative cash flow relative to the approved schedule of work. The cost estimates for fees and disbursements shall be as set out in Schedule "B".

Costs which have not been identified by the Consultant in the cost estimate will not be paid by the Town of Oliver without prior approval and confirmation in writing. No payment shall be made to the Consultant for cost overruns that have not been the subject of prior notice and approval by the Town of Oliver.

Any change in the rates charged for fees and disbursements must be approved in advance, in writing, by the Town of Oliver.

## **Article 2 Fees and Disbursements**

- 2.1 Invoices may be rendered on a monthly basis prorated to the work completed or, at the conclusion of each phase by the Consultant to the Town of Oliver, and shall be delivered to the Town of Oliver of Okanagan-Similkameen, 101 Martin Street, Penticton, British Columbia, V2A 5J9. Invoices shall be payable in full by the Town of Oliver within thirty (30) days of receipt.
- 2.2 The Consultant shall provide all necessary and sufficient substantiation to the Town of Oliver in order to verify any invoice upon request. If the Town of Oliver is unable to verify any invoice within the said period, any payment by the Town of Oliver either may be withheld or may be made and treated as an advance pending verification of the invoice.
- 2.3 Any necessary adjustments which have not been made prior to payment of an invoice

may be made by the Town of Oliver at the time of a later payment. If the Town of Oliver is shown to have overpaid, the Town of Oliver may deduct the amount from any other sums due to the Consultant from the Town of Oliver or the Consultant shall pay the amount to the Town of Oliver within thirty (30) days of the amount being agreed upon or otherwise established.

- 2.4 The Town of Oliver may request the Consultant to submit prior to payment of the final invoice a statutory declaration or other proof that there are no outstanding costs, assessments, liens or claims in connection with the project.

### **Article 3 Confidentiality, Ownership and Use of Documents and Materials**

- 3.1 The Consultant shall act in a confidential manner and make his best efforts to keep confidential all communications, plans, specifications, reports or other information used in connection with the project unless the same are stated by the Town of Oliver to be in the public domain except as required by law; or by prior written consent of the Town of Oliver. The Consultant shall instruct all his employees and agents of the obligations under this Article.
- 3.2 All studies, reports, drawings, plans, designs, specifications, models, photographs, software; i.e. custom applications, digital data, etc., and other intellectual properties and materials developed for the Town of Oliver are the property of the Town of Oliver regardless of whether the project proceeds and the Town of Oliver reserves the copyright, patent and trademark therein and in the work executed there from and they shall not be used on any other work without the prior written agreement of the Town of Oliver.
- 3.3 The Town of Oliver acknowledges and agrees that the Consultant's Services have been provided for a specific purpose. Any reuse, modification, or misuse of the Consultant's studies, reports, drawings, plans, designs, specifications, models, software, processes, documents, or other information by the Town of Oliver or third parties shall be at the Town of Oliver's sole risk and responsibility.

### **Article 4 Special Tools and Equipment**

- 4.1 All necessary special tools, equipment and other things shall be acquired by the Consultant solely at the Consultant's cost and shall be the property of the Consultant unless the Town of Oliver specifically authorizes the purchase of a specific item at the Town of Oliver's expense.
- 4.2 The cost of special tools, equipment and other things that have not been specifically identified in detail by the Consultant or specifically authorized in writing by the Town of Oliver during performance of the project shall be considered to be within the overhead of the Consultant.
- 4.3 If the Town of Oliver specifically authorizes, in writing, that the Consultant shall purchase any special tool, equipment, or other things at the expense of the Town of Oliver then such items shall become the property of the Town of Oliver. The Consultant shall bear the risk of loss or damage, normal wear and tear excepted, to all such items for the time when such items are out of the possession and control of the Town of Oliver. Upon completion of the project, the Consultant shall deliver all such special tools,

equipment and other things to the Town of Oliver.

**Article 5 Sub-Consultants and Sub-Contractors**

- 5.1 The Consultant may, with the prior written approval of the Town of Oliver, engage the services of sub-consultants or sub-contractors to perform work which the Consultant is unable to perform.
- 5.2 The Consultant shall advise the sub-consultants and sub-contractors in writing prior to their participation in the project of the duties and obligations arising out of this agreement between the Consultant and the Town of Oliver.
- 5.3 The Consultant shall be responsible to the Town of Oliver for all work carried out by sub-consultants and sub-contractors in connection with the project as if such work had been performed by the Consultant.
- 5.4 The Consultant shall be responsible to the Town of Oliver for the acts and omissions of all sub-consultants and sub-contractors, their employees and agents, as if such sub-consultants and sub-contractors, their employees and agents, were persons directly employed by the Consultant.

**Article 6 Termination and Suspension**

**By the Town of Oliver :**

- 6.1 If the Consultant is in default in the performance of any of his material obligations set forth in this agreement, then the Town of Oliver may, by written notice to the Consultant, require such default to be remedied.  
  
If, within thirty (30) days after delivery of such notice, such default shall not have been corrected or reasonable steps to correct such default have not been taken, the Town of Oliver may, without limiting any other right or remedy the Town of Oliver may have, immediately terminate this agreement and discharge its obligations under this agreement by paying for the cost of the services rendered and disbursements incurred by the Consultant and remaining unpaid as of the effective date of the termination.
- 6.2 If the Town of Oliver decides for any reason not to proceed with the Project, the Town of Oliver may terminate this agreement by giving thirty (30) days prior written notice to the Consultant. Upon receipt of such written notice, the Consultant shall perform no further services other than those reasonably necessary to close out the project.  
  
In such event, the Consultant shall be paid by the Town of Oliver for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

**By the Consultant :**

- 6.3 If the Town of Oliver is shown to be in default in performance of any of its material obligations set forth in this agreement, then the Consultant may, by written notice to the Town of Oliver, require such default to be corrected.  
  
If, within thirty (30) days after receipt of such notice such default shall not have been

corrected, or reasonable steps have not been taken to correct such default, the Consultant may, without limiting any other right or remedy he may have, immediately terminate this agreement. In such an event, the Consultant shall be paid by the Town of Oliver for all services performed and disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such termination.

- 6.4 If the Consultant's services are suspended by the Town of Oliver at any time for more than thirty (30) days through no fault of the Consultant, then the Consultant shall have the right at any time until such suspension is lifted by the Town of Oliver, to terminate this agreement upon giving written notice thereof to the Town of Oliver.

In such event, the Consultant shall be paid by the Town of Oliver for all services performed and all disbursements incurred pursuant to this agreement and remaining unpaid as of the effective date of such suspension.

## **Article 7 Compliance With Laws**

- 7.1 The Consultant shall comply with all applicable bylaws and regulations of the Town of Oliver and all applicable laws of the Province of British Columbia and the Government of Canada. Without restricting the generality of the foregoing, the Consultant shall abide by all provisions of the Workers' Compensation Act of British Columbia and upon request by the Town of Oliver shall supply proof that all assessments have been paid.

- 7.2 The laws of the Province of British Columbia shall govern this agreement and any arbitration or litigation in respect thereof.

## **Article 8 Insurance**

- 8.1 The Consultant shall, at his expense, establish and maintain Professional Errors and Omissions Insurance acceptable to the Town of Oliver as follows:

1. Preliminary Project where fees do not exceed \$15,000: Insurance limit shall be a minimum of \$250,000 per claim and \$500,000 per policy period.
2. Studies with no designing required: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
3. Design assignments and/ or planning services covering projects not exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$500,000 per claim and \$1,000,000 per policy period.
4. Design assignments and/ or planning services covering projects exceeding \$1,000,000 in value: Insurance limit shall be a minimum of \$1,000,000 per claim and \$1,000,000 per policy period.

- 8.2 The Consultant's Professional Errors and Omissions Insurance shall be maintained continuously during the term of this Consulting Services Agreement and subsequently continue to be in force for twelve (12) months beyond the project completion date of services (i.e., submission of Final Report, as approved in writing by the Town of Oliver).

The Consultant shall provide to the Town of Oliver a Certificate of Insurance verifying that the Consultant has such Professional Errors and Omissions Insurance. The Certificate of Insurance shall indicate that notice will be given or sent by registered mail to the Town of Oliver at least thirty (30) days in advance of cancellation of this insurance. Upon request the Consultant shall provide the said



policy of insurance for inspection by the Town of Oliver.

The Consultant shall provide the Town of Oliver at least thirty (30) days written notice in advance of any material change or amendment to such Professional Errors and Omissions Insurance restricting coverage. Notice shall be given or sent by registered mail to the Town of Oliver.

- 8.3 At the time of signing this Consulting Services Agreement, the Consultant shall provide, maintain, and pay for Comprehensive General Liability Insurance on an occurrence basis for the Consultant with insurance limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury and property damage and shall include coverage for:
1. premises, activities and operations liability
  2. blanket contractual liability
  3. cross liability
  4. contingent employer's liability
  5. owners and consultants protective liability
  6. employees as additional insureds
  7. personal injury
  8. broad form loss of use
  9. owned and non-owned automobile liability
  10. the Town of Oliver as an additional insured

- 8.4 The Consultant shall, at all times, indemnify and save harmless the Town of Oliver and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Consultant.

The Town of Oliver shall, at all times, indemnify and save harmless the Consultant and its officers, directors, agents, and employees from and against all claims, damages, losses and expenses arising from personal injury, death, or damage, inclusive of claims made by third parties, to the extent directly attributable to the negligent acts, errors, or omissions of the Town of Oliver.

## **Article 9 Arbitration**

- 9.1 All matters in dispute under this agreement may, with the concurrence of both the Town of Oliver and the Consultant, be submitted to arbitration to a single arbitrator appointed jointly by them and the provisions of the Commercial Arbitration Act shall apply.
- 9.2 No one shall be nominated to act as arbitrator who is in any way financially interested in the project or in the affairs of either the Town of Oliver or the Consultant.

## **Article 10 Independent Contractor**

- 10.1 Nothing in this agreement or the Consultant's performance of his duties under this agreement shall constitute or create an employer-employee relationship. The Consultant shall act solely as an independent contractor and not as an employee or agent of the Town of Oliver and is not authorized to create obligations on the part of the Town of Oliver to third parties.

**Article 11 Waiver**

11.1 Any failure of the Town of Oliver at any time to enforce or require strict compliance with any of the terms of this agreement shall not constitute a waiver or relinquishment of any such terms and the same shall remain at all times in full force and effect.

**Article 12 Records and Audit**

12.1 The Consultant shall keep reasonable and proper records, accounts, statements and other relevant documents for a period of not less than twelve (12) months after completion of the Project or for such extended period as the Town of Oliver may request in advance and in writing.

12.2 The Consultant shall permit the Town of Oliver to inspect, audit and copy all records, accounts, statements and other relevant documents of the Consultant relating to the Project at all reasonable business hours in the offices of the Consultant unless otherwise agreed in writing by the parties.

**Article 13 Successors and Assigns**

13.1 This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, administrators, successors and assigns.

13.2 Neither party may assign this agreement without the prior consent in writing of the other, which consent shall not be unreasonably withheld.

**Article 14 Notices**

14.1 All notices required by this agreement to be given by either party shall be deemed to be properly given and received within two (2) business days, if made in writing to the other party, by registered mail, or facsimile addressed to the regular business address of such party.

**Article 15 Term**

15.1 The parties hereto agree that the Term of this Consulting Services Agreement will be

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**Article 16 Entire Agreement**

16.1 This agreement constitutes the sole and entire agreement between the Town of Oliver and the Consultant relating to the Project and supersedes all prior agreements and communications between them whether written or oral respecting the subject matter hereof and no other terms, conditions or warranties whether expressed or implied shall form a part hereof.

16.2 The Consultant, by signing this agreement, is agreeing in writing to be the Principal Consultant and agrees to perform all the duties and responsibilities of the Principal

Consultant as set out in the most current edition of the Workers' Compensation Board, Occupational Health and Safety Regulation including amendments and the duties and responsibilities normally required of a consultant by the Workers' Compensation Board.

- 16.3 Wherever the masculine gender is used in this agreement it includes the feminine and body corporate where the context so requires.

IN WITNESS WHEREOF the parties hereto have executed this agreement on the day and year first above written.

The signatures of the Signing  
Authority of the  
**TOWN OF OLIVER**  
was hereto affixed:

\_\_\_\_\_  
*Ron Hovanes, Mayor*

\_\_\_\_\_  
*Heidi Frank, Chief Administrative Officer*

**CONSULTANT**  
by its authorized signatories:

\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
*Authorized Signatory*

*Corporate seal*