



VILLAGE OF LUMBY

FLOODPLAIN MAPPING UPDATE & CREEK BANKS AND EARTHWORKS ASSESSMENT

**REQUEST FOR PROPOSAL
NO. ES-2017-02**

Closing Date and Time

10:00 a.m. local time, September 22, 2017

Closing Location

Village of Lumby Municipal Office
1775 Glencaird Street
Lumby, B.C. V0E 2G0

Table of Contents

DEFINITIONS	4
INTRODUCTION	5
TERMS OF REFERENCE.....	6
Background.....	6
Deliverables	6
Additional, Optional Resource Available to Proponents	8
SCOPE OF WORK	8
Baseline Review	8
Project Schedule.....	9
Quality Control of Services.....	9
Resources Provided.....	9
Fees	9
PROPOSAL SUBMISSION REQUIREMENTS.....	9
Formal Intent.....	9
Response Format	10
Company Profile and Related Experience	10
Project Team Qualifications and Experience	10
Detailed Work Schedule and Staff Allocation.....	11
Cost.....	11
Design and Clarity of Proposal	12
FORMS TO BE RETURNED WITH THE PROPONENTS RESPONSE	13
Proponents Cost	13
Additional Cost for Services Outside of the Scope of Work	14
List of Subconsultants.....	15
GENERAL INFORMATION.....	16
Proposal Submission	16
Delivery of Proposals	16
Clarification.....	16
Questions & Inquiries	16
Award	16
Proposal Format	16
Schedule.....	17
Pricing (Consultants' Cost).....	17
Acceptance Period.....	17
Proponent Contact.....	18
Supplemental Information	18
Proponent Incurred Costs	18
Third Party Proponent.....	18
Freedom of Information.....	18
Workplace Safety & Insurance Board.....	18
Insurance Requirements.....	18
Proposal Evaluation	19
Errors and Omissions	19
Business Licenses	19
Non Collusion	20
Termination.....	20
Contract for Professional Consulting Services.....	20
Conflict of Interest.....	20
Litigation	20
Subconsulting	20
Limited Submissions Received	21
Consultant's Responsibility	21

Right to Audit	21
Taxes.....	21
Award of Contract	21
Addenda	22
EVALUATION OF PROPOSAL.....	23
Evaluation Scoring Sheet.....	24
Proposal Evaluation Table.....	25
PROPOSAL TERMS & CONDITIONS	26
APPENDIX A: INVOICE SUMMARY TEMPLATE	29

DEFINITIONS

Award: the acceptance by the municipality of a proposal to furnish specific goods and/or services.

Consultant/Contractor/Service Provider/Vendor: the individual, firm, company, or corporation to whom a contract has been awarded against an offer undertaken to provide the goods/services required by this proposal.

Contract: an agreement and any attachments thereto approved by the municipality.

May: used in this document denotes permissive.

Municipality: The Corporation of the Village of Lumby.

Proponent: any individual/firm/company receiving this invitation to submit a proposal in response to this Request for Proposal.

Recommended Proponent: the Proponent that has had their proposal recommended for acceptance by the municipality for Council approval.

Request for Proposal (RFP): the document issued by the municipality in response to which Proponents are invited to propose solutions that will result in the satisfaction of the municipality's objectives.

Responsive Proponent: a Proponent that follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate authorized signatures as required.

Responsible Proponent: a Proponent who has the capability to perform the contract requirements and the integrity and reliability that will assure good faith performance.

Selected Proponent: the Proponent whose proposal has been selected by the municipality for further consideration.

Shall, should and Will: used in this document denotes imperative.

Successful Proponent: the Proponent whose proposal has been approved by the Council of the municipality.

Village: The Corporation of the Village of Lumby.

INTRODUCTION

The Corporation of the Village of Lumby (herein after referred to as “the municipality” or “the Village”) invites Qualified and Experienced proponents to respond to this Request for Proposal (RFP) for the provision of professional services to update the municipality’s floodplain mapping, and assess areas of approximately 7.65 kilometers of creek banks and earthworks that were installed during the May 2017 emergency flood response.

Of the approximately 7.65 kilometers of creek banks and earthworks that require assessment, approximately 5.5 to 6.0 kilometers have some form of earthworks installed. The earthworks that were installed during the May 2017 flood response were not planned in advanced and were not engineered, nor was engineering oversight/supervision provided during the installation.

Further, the municipality has been advised by the Province that it should update the Village’s floodplain mapping prior to having the earthworks assessed, as the current floodplain mapping is outdated (issued September 30, 1998). To this end the municipality is seeking to have the Village’s floodplain mapping updated by the same consultant that will assess the creek banks and earthworks.

The proponent’s proposal must be completed and submitted in the prescribed format. If requested, the proponent must be prepared to meet with municipal staff to review their proposal.

The intent of the attached Terms of Reference is to describe the desired minimum specifications for the work.

The municipality may enter into an agreement with the proponent whose proposal, in the sole judgment of the municipality, most effectively meets the requirements of this RFP.

Competition Intended

The municipality’s intent in this RFP is to permit competition. It shall be the proponent’s responsibility to advise the municipality in writing if any language, requirement, specification, or any combination thereof, which inadvertently restricts, or limits the requirements stated in the RFP. Such notification must be received by the Municipality no later than 7 calendar days prior to the closing date and time.

The municipality expects that all proponents will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete any contract.

TERMS OF REFERENCE

Background

The Village of Lumby is small municipality located 25 kilometers east of the City of Vernon along Highway 6. The municipality has a population of 1,833 according to the 2016 Statistics Canada census, up 5.9% from 2011. The municipal boundaries include land area of 5.74 sq. kilometers and 770 occupied private dwellings according to the census.

The Village of Lumby has experienced significant, repeated flooding issues for many years. In March 2017, the municipality was able to secure a grant of \$150,000 through Emergency Management B.C. to conduct non-structural flood mitigation projects. These proceeds will be used to fund this RFP (ES-2017-02) with the remaining funding, if any, used for other non-structural flood mitigation projects as determined by the Village of Lumby. The funding agreement provides for a February 28, 2019 completion deadline, however the municipality would prefer to have this project concluded *much sooner* if possible.

The current floodplain mapping for the Village is outdated, and so the municipality is seeking to have it updated. The update is for the floodplain mapping within the municipal boundaries only, however the consultant may need to gather and/or analyze information from outside of the boundaries, i.e. upstream and/or downstream information, to accomplish this. The information obtained through the updated flood plain mapping is necessary background information for the assessment of the creek banks & earthworks.

In May 2017, the Village of Lumby experienced a significant and prolonged flood event. In response to this the Village urgently installed earthworks (primarily 3/4-inch crush, pit run covered with non-woven geotextile fabric armored by rip rap) along and near the creek banks to heighten and reinforce the banks. The urgency of the situation required the work to be completed with haste, using numerous contractors of varying degree of skill and experience. As these earthworks were installed in response to an unforeseen emergency flood event, the municipality was not able to adequately plan and prepare for the works in advance; a professional engineer was not consulted prior to the work commencing, nor was a professional engineer involved during the installation process. The extent and quality of the work varies.

The municipality has estimated the creek banks and earthworks that require assessment to be 7.65 kilometers in length, the exact length may differ. Much of the areas to be assessed includes both sides of the creek. A map of the areas to be assessed has been included in with the "Resources Provided" (noted below) titled "1. Village of Lumby (Assessment Areas)".

Deliverables

1. Update the Village of Lumby's Flood Plain Mapping using the current APEG BC Guidelines

- Guidelines are available at:

[Flood Mapping in BC, APEGBC Professional Practice Guidelines V1.0](https://www.egbc.ca/getmedia/8748e1cf-3a80-458d-8f73-94d6460f310f/APEGBC-Guidelines-for-Flood-Mapping-in-BC.pdf.aspx)
<https://www.egbc.ca/getmedia/8748e1cf-3a80-458d-8f73-94d6460f310f/APEGBC-Guidelines-for-Flood-Mapping-in-BC.pdf.aspx>

This includes, but is not limited to all, data collection, modeling, and analysis;

- A minimum of
 - two (2) 36" x 48" color paper copies of the updated Village of Lumby Floodplain Mapping;
 - two (2) 24" x 36" color paper copies of the updated Village of Lumby Floodplain Mapping;
 - two (2) 11" x 17" color paper copies of the updated Village of Lumby Floodplain Mapping;

- A digital copy of the updated floodplain mapping and all relevant digital information delivered on a USB flash drive(s).
- All GIS data should be referenced to UTM NAD83, Zone 11 coordinate system and should be delivered in an Arcinfo shape file format. All deliveries should contain metadata where applicable.

2. Assess the Approximately 7.65 Kilometers of Creek Banks and Earthworks

- The assessment should answer, at minimum, the following questions:
 - A. Is the height of the current embankment appropriate for the estimated 1 in 200-year flood level plus freeboard?
 - B. Does the current embankment alignment provide optimum flood protection?
 - a. If not, what is/are the optimum alignment(s) that would provide ideal flood protection to the Village?
 - b. For portions of the optimum alignment(s) that do not already have adequate flood protection works, what works would be required to modify and/or install adequate flood protection works and what would be the costs using at minimum Class C cost estimates (+/- 25% to 40%)?
 - C. Is all or part of the current works structurally stable and would they meet or exceed the requirements to be classified as a Standard Dike?
 - a. If not, what are the deficiencies that would prevent the earthworks from being classified as Standard Dikes?
 - i. Deficiencies may be categorized into structural integrity, appropriate construction methods, impervious material, compaction and/or another categories deemed appropriate by the consultant.
 - ii. What would it cost to remedy the deficiencies using at minimum Class C cost estimates (+/- 25% to 40%)?
 - D. Will the earthworks, either in their current state or if improved to be stable and standard dikes if they are not already, have upstream effects on the updated floodplain conditions?
 - E. Will the earthworks, either in their current state or if improved to be stable and standard dikes if they are not already, change the way the stream reacts downstream (i.e. the way it would normally meander)?
 - F. What practical actions that are consistent with normal dike operation and maintenance practices can residents take to improve the esthetic appearance of the earthworks on their property?
 - G. What actions and/or works would be required to control and redirect runoff from contributing areas on the outside (land side) of the earthworks in order to protect local residences?

Additional, Optional Resource Available to Proponents

Although not mandatory, the municipality strongly recommends that proponents consider doing a site inspection/tour of the areas to be assessed to improve their understanding of the task. The assessment areas are shown in various colors on the resource provided and labeled: "1. Village of Lumby (Assessment Areas)".

To facilitate this process, should the proponent be interested, the Village of Lumby is prepared to make available a chaperon to escort proponents and facilitate with access routes. This person will not have extensive knowledge of the earthworks that were installed. Should proponents make use of this optional resource, the proponent will need to contact the Lumby municipal office at 250-547-2171, providing at least 24 hours' notice, and arrange a *mutually agreeable* time between 9:00 am and 3:00 pm Monday to Friday. Proponents will be allocated up to approximately 1.0 hour with the municipal chaperon. **This option resource will be available from September 5, 2017 until September 15, 2017**

- The consultant should provide a report outlining their process, findings and recommendations along with illustrations and appropriate references and appendices.

3. Meetings and Presentations

a. The consultant will be expected to, at minimum:

i. Meet in Lumby on five (5) occasions:

1. Startup ("kick off") meeting with Lumby staff;
2. Public engagement meeting to hear from residents and answer any relevant and appropriate questions about the work plan, process, methodology, etc.;
3. Provide and present the final copies of the updated floodplain mapping to Lumby staff;
4. Provide and present the assessment of the creek banks and earthworks to staff;
5. Meeting with Village of Lumby Council or Committee of the Whole to present the updated floodplain mapping and assessment of the creek banks and earthworks.

SCOPE OF WORK

The consultant will assume the lead role in achieving all objectives of this RFP. This would include, but not be limited to, project administration, meeting preparation and presentations, liaising, background review, information and data collection, costing, technical analysis, report generation, etc.

One of the intents of this RFP is for the Consultant is to minimize the amount of time municipal staff are required to spend on this project.

Baseline Review

The Consultant should review the supporting documents provided (noted below in the "Resources Provided" section); the Consultant may also consider reviewing other background information as deemed necessary to carry out all objectives.

Project Schedule

The Consultant will be required to prepare and submit a detailed project schedule that outlines the detailed work plan and indicates milestones and deliverables associated with each objective.

Quality Control of Services

The consultant is fully responsible for the quality of all services. The Consultant is responsible for the quality of all specialists, including sub-consultants, and must take the appropriate actions and corrective measures in order to ensure the quality of all services.

All engineering products including drawings and reports must be signed and sealed by a Professional Engineer licensed in B.C. and fully qualified in the relevant specialty area. The drawings and reports shall also bear the signature and stamp of the independent checker of the work. The results of the independent check shall be recorded in a traceable manner for future possible audits.

Resources Provided

1. Village of Lumby (Assessment Areas)
2. Village of Lumby (Current Flood Plain Map)
3. Environment Canada, B.C. MoE (Shuswap River, Bessette and Duteau Creeks - 09.30.1998) - Map 1
4. Environment Canada, B.C. MoE (Shuswap River, Bessette and Duteau Creeks - 09.30.1998) - Map 2
5. Floodplain Mapping for Shuswap River, Bessette and Duteau Creeks - Design Brief)

There may also be numerous other relevant information/data files that proponents may want to consider, including but not limited to, the Ministry of Environment EcoCat website:

<http://a100.gov.bc.ca/pub/acat/public/welcome.do>

Fees

Proponent shall provide a total all-inclusive cost to complete this engagement, inclusive of all reimbursable expenses, disbursements, and applicable taxes.

Fees must be billed by deliverables. Payments will be made on the basis of the Detailed Work Schedule with fees provided as part of this proposal and an agreed task breakdown. The Detailed Work Schedule with fees will be used by the municipality staff to monitor the progress and invoicing.

PROPOSAL SUBMISSION REQUIREMENTS

This section describes the expectations for proposal submission and the basis for evaluation. Proposal layout and content should be in general aligned with these expectations to facilitate comparative evaluation.

Proponents are advised to assume that the municipality is not familiar with the proponent, their subconsultants, team members, experience, expertise, or performance on other projects. Evaluation will be made solely on the basis of the documentation submitted by each proponent. Proposals should be submitted to the Village of Lumby. Five (5) print copies and 1 electronic copy should be provided.

Formal Intent

All information is to be submitted with a covering letter on letterhead, duly signed and sealed by an authorized official, and enclosed in a sealed envelope. Proposals must be clearly marked with Proposal Title, Reference Number, and proponent's name and contact information on the front cover.

Response Format

To facilitate the equitable evaluation of all submitted proposals, proponents should not exceed

- eight (8) double-sided 8.5"x11" sheets, excluding covering letter, resumes and appendixes,
- one (1) folded 11"x17" sheet for the Detailed Work Schedule without fees and
- one (1) folded 11"x17" sheet for the Detailed Work Schedule with fees.

The body of the proposal shall adhere to the following outline:

- Company Profile and Related Experience
- Project Team Qualifications and Experience
- Detailed Work Schedule and Staff Allocation
- Work Plan and Methodology
- Cost

Submitted proposals should reflect the proponents' understanding of the objectives, context, issues, deliverables, and methodologies for completing the Village of Lumby floodplain mapping update and creek bank and earthworks assessment. Proposals should demonstrate extensive knowledge in these areas. Proposals should also demonstrate the capability to write clear, concise, and comprehensive reports suitable to direct further engineering work.

Please respond to each of the following points below; these comprise the basis for evaluation:

Company Profile and Related Experience

Provide a brief introduction to the principal firm and any subconsultants, indicating suitability for the project, qualifications, and any relevant specialized services. Preference will be given to:

- Experience with floodplain mapping and dike assessments;
- Experience working with local governments and making presentations to elected officials;
- Experience with cost estimation for capital projects of similar nature;

Related Project Experience

Provide a minimum of three (3) brief profiles of similar projects completed within the past five years, with project description, project costs at award and final costs of projects.

Provide an appendix of at least three (3) examples of previous work, representative of similar project experience, and including the name and telephone number of a contact person for the project references.

Project Team Qualifications and Experience

Provide an outline of the respective roles and responsibilities of the proposed project team members for the entirety of this engagement, including a brief summary of relevant expertise. For each team member, indicate a level of commitment as percentage of total work plan hours. Include a resume or one page summary of qualifications and experience for all team members, including all subconsultants. Provide at least two (2) references for the proposed project manager.

Personnel substitution will not be accepted without prior written approval by the municipality.

Preference will be given to:

- Expertise and experience of the primary project staff, defined as the project manager and person(s) with greatest number of hours assigned to complete the work; and
- Expertise, experience of senior project staff and level of support to the project, defined as the number of hours assigned to supervise the work.

Detailed Work Schedule and Staff Allocation

Provide a Detailed Work Schedule without Fees (11" x 17" paper size) detailing the proponent's approach to the activities described in the Scope of Work. Incorporate any refinements to the stated requirements, which you believe are appropriate. Identify any staff time or information requirements from the municipality, which have not been addressed in these Terms of Reference.

The Detailed Work Schedule without Fees (11" x 17" paper size) should be broken down into weekly increments and show the start and finish dates for the various tasks identified in the Work Schedule (prepared in accordance with the Terms of Reference and Scope of Work) including the dates of all proposed meetings. Also, indicate requirements for Municipal supplied information/decisions that are required to maintain the proposed schedule.

The Proponent should demonstrate knowledge, interest and capacity to deliver the project within the fixed budget and include a timeline, including a statement of availability for project team members. Proponents are asked to provide a list of similar projects and related contact information for local government project managers.

Work Plan and Methodology

Provide a general description of the approach for this project and detailed description of strategies and approach to the Scope of Work. Provide an outline of proposed activities to ensure proper decision making and communications with the municipality. Preference will be given to:

- Demonstrated understanding of the objectives, context, issues, deliverables and methodologies for updating floodplain mapping and assessing earthwork structures;
- Expediency in which all tasks will be completed; and
- Attendance to all aspects of the Scope of Work;

Cost

Proponents shall provide a total all-inclusive price, including fees, travel, disbursements, subconsultants and expenses, all in accordance with this document. The municipality works on a calendar fiscal year.

Proponents shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the Scope of Work, to be provided on a time basis. All costs must be held firm throughout the duration of the contract. Hourly rates should be inclusive of all administrative and disbursement provisions.

The Detailed Work Schedule (11" x 17" paper size) submitted with the proposal outlining the hours of each team member allocated to each task shall be included with fees and subtotal of hours for each task detailed.

Note: The Proponent's monthly invoice must be accompanied by the Invoice Summary Sheet (Appendix A) with task pricing based on the Detail Work Schedule with Fees provided.

Design and Clarity of Proposal

Proponents shall

- prepare their proposal in accordance with the requirements of this RFP
- Express information and ideas so that even a reviewer who is not an expert in the relevant subject matter can understand the meaning
- Include a visual logic/flow model to illustrate process if necessary

Preference will be given to proposals that:

- Are free of spelling or grammatical errors;
- Minimize formatting inconsistencies;
- Exhibit appealing graphic design and a high degree of layout skill;
- Are legible, accessibility, and provide a clear visual hierarchy; and
- Demonstrate clear, succinct writing.

FORMS TO BE RETURNED WITH THE PROPONENTS RESPONSE

Proponents Cost

(TO BE RETURNED WITH PROPOSAL)

To provide all services for the Village of Lumby “Floodplain mapping update and Creek Banks and Earthworks Assessment” for a price (cost) including disbursements and expenses (including all subcontractors) all in accordance with this document.

ALL INCLUSIVE PRICE TO PROVIDE ALL DELIVERABLES AS IDENTIFIED IN THIS RFP DOCUMENT	\$
+ 5% (GST)	\$
TOTAL PRICE	\$

The Detailed Work Schedule with Fees (provided on one 11” x 17” sheet) should agree to the figure (before GST) in this section.

Proponents shall provide a total, all-inclusive, price to complete this engagement, including fees, disbursements, and expenses. There are to be no additional costs.

The municipality reserves the right to cancel the award without penalty, at the sole discretion of the municipality. All prices to be in Canadian funds. The lowest or any Proposal will not necessarily be accepted and the municipality reserves the right to accept any portion thereof.

NAME OF FIRM OR INDIVIDUAL (THE PROPONENT)

ADDRESS

CITY, TOWN OR VILLAGE

POSTAL CODE

TELEPHONE NO.

FAX NO.

E-MAIL ADDRESS

NAME OF AUTHORIZED PERSON

SIGNATURE OF AUTHORIZED PERSON

**Additional Cost for Services Outside of the Scope of Work
 (TO BE RETURNED WITH PROPOSAL)**

Consultants shall provide a schedule of hourly rates for all members of the team to be applicable for services not included in the Scope of Work. Where the Consultant receives written instructions from the municipality to provide services that are clearly in addition to the services described in the Request for Proposal; the services will be provided at the hourly rates quoted below, or as otherwise negotiated with the municipality. Additional services may not commence without the municipality's advanced written approval, and the municipality must approve any claim for such additional service in writing.

Hourly Charge-Out Rates

STAFF	HOURLY RATE
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Hourly rates shall be effective for the duration of the project, including any extensions. All administrative costs, disbursements and normal expenses are to be carried in the hourly rates provided.

No additional fees will be considered without express written permission of the municipality.

List of Subconsultants
(TO BE RETURNED WITH PROPOSAL)

The Proponent submits the following list of subconsultants whom they propose to use. Any additions or changes to this list will not be permitted without prior written approval by the municipality.

SUBCONSULTANT LEGAL & OPERATING NAME	PHYISCAL AND MAILING ADDRESS	FUNCTION

GENERAL INFORMATION

Proposal Submission

Five (5) copies of the Proposal (one of the five (5) 'copies' should be the original submission and clearly marked as such) must be submitted in a **SEALED ENVELOPE** to the municipality's office located at 1775 Glencaird Street, Lumby B.C. not later than 10:00:00 A.M. LOCAL TIME **September 22, 2017** in accordance with the attached Proposal Document. All information is to be submitted on corporate letterhead, duly signed and sealed by an authorized official, and enclosed in the envelope provided.

Proponents must clearly mark the original submission.

Request for proposal documents received after the specified closing time will not be considered and will be returned unopened to the sender.

As this Request for Proposal is for proposals rather than specific tendered items, the opening is intended to publicly record the proposals received, therefore details of each submission will not be read out.

Delivery of Proposals

Time will be determined in accordance with the time clock adjacent to the reception counter at the Lumby Municipal Office, 1775 Glencaird Street, Lumby B.C. V0E 2G0.

Each Proponent is responsible for the actual delivery of their response to the address and location listed above and responses will not be considered unless actually received at the specified location prior to the Closing Time on the Closing Date regardless of whether the responses have been given to couriers, delivery services, Canada Post or employees or agents of the municipality.

Responses received after the Closing Time on the Closing Date will not be considered and will be returned unopened to the Sender. Responses submitted by fax will not be considered.

Clarification

Any proponent who has questions with regard to the Request for Proposal should contact:

Village of Lumby, (250) 547-2171, finance@lumby.ca

No information given verbally by the municipality or by means of telephone will be binding nor will it be construed as to change the requirements of this Proposal in any way. Proponents are cautioned to secure clarification on the Proposal information prior to submitting a Proposal.

Questions & Inquiries

Questions and inquiries, written, will be accepted from any and all firms. Material questions will be responded to in writing and posted as addendum information to the same locations/sources as the original RFP document. Questions received after 10:00 A.M. on September 13, 2017 will not be responded to.

Award

The award of this RFP will go to the Proponent with highest Evaluation Score as determined by the municipality. Acceptance of any proposal shall be by contract with the municipality.

Proposal Format

Proponents should follow the structure of this document in their Proposal. The municipality discourages overly costly proposals; in order for the municipality to evaluate Proposals fairly and completely, proponents should follow the format set out herein and provide all of the information requested. Proponents are encouraged to provide further details that may demonstrate the excellence of their

Proposal. All information is to be submitted on corporate letterhead, duly signed by an authorized official, and enclosed in an envelope. Proponent must clearly mark their original submission.

Schedule

The municipality reserves the right to revise the dates in this Proposal or to cancel this Proposal without penalty or cost to the municipality.

Event	Date
September 1, 2017	RFP ES-2017-02 issued.
September 5, 2017 at 9:00 AM	Municipal chaperone available to escort the proponent and facilitate with access routes.
September 13, 2017 at 10:00 AM	Cut off for written questions to be received.
September 15, 2017 at 3:00 PM	End of availability of municipal chaperon to escort the proponent and facilitate access routes.
September 18, 2017	Addendum issued in response to written questions received by September 13, 2017 at 10:00 AM
September 22, 2017 at 10:00 AM	RFP ES-2017-02 response deadline
October 6, 2017	RFP award date

The municipality reserves the right to modify specified target dates and to reject any or all submissions or to cancel or withdraw the RFP for any reason without incurring any cost or liability for costs and damages incurred by any proponent, including, without limitations, any expenses incurred in the preparation of the submission.

Pricing (Consultants' Cost)

All prices will be quoted in Canadian dollars.

The lowest or any Proposal will not necessarily be accepted and the municipality reserves the right to accept any portion thereof.

Each proponent will be fully responsible for the validity and accuracy of all costs and rates identified in its response to the Request for Proposal.

Quoted prices/rates shall remain firm for the duration of the contract period, including any contract extension periods.

Acceptance Period

All Proposals will be irrevocable, valid and open after the date and time of opening and are to remain open for acceptance for a period of sixty (60) days

Proponent Contact

Provide the contact information of one representative for all communication concerning the Request of Proposal process.

Supplemental Information

Subsequent to the formal closing of the Proposal, the municipality may request additional information about the proponents' Proposal by sending a signed fax inquiry to the proponent's contact. The proponent will provide a signed written response. The municipality may require interviews to clarify a proponent response.

Proponent Incurred Costs

All costs incurred in the preparation and presentation of the Request for Proposal shall be wholly absorbed by the proponent. All supporting documentation and information submitted with the Proposals shall become the property of the municipality. Proponents are advised that the information provided in this Proposal shall be at their own expense for all costs related to the submission of the RFP.

Third Party Proponent

Proponents must disclose the use of any third-party proponent.

Freedom of Information

All information obtained by the proponent in connection with this Proposal is the property of the municipality and shall be treated as confidential and not used for any purpose other than for replying to this Proposal and for fulfillment of any subsequent contract. Proponents may declare confidentiality of their Proposal however the municipality is required to adhere to the requirements of the *Freedom of Information and Protection of Privacy Act*, as amended.

Workplace Safety & Insurance Board

The Successful Proponent will be required to show proof of Workplace Safety & Insurance Board coverage.

Insurance Requirements

The Successful Proponent shall at all times during the term of the agreement and any extension or renewal thereof, at its own expense, obtain and provide the municipality with evidence of:

Commercial General Liability Insurance, against all claims for personal injury, including bodily injury resulting in death, and property damage with an inclusive limit of not less than One Million (\$1,000,000.00) per occurrence. Such policy shall name the municipality as an additional insured with respect to the liability arising out of the operations of the named insured.

The Successful Proponent shall provide to the municipality, prior to entering into an agreement, a Certificate of Insurance.

If such policy is cancelled, changed or materially altered in any way that would affect the municipality, thirty (30) days prior written notice by registered mail will be given by the Successful bidder's insurer to the municipality.

The municipality reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to the agreement as the municipality may reasonably require from time to time.

Indemnification

The proponent will be required to agree to the following respecting liability and indemnity:

The proponent agrees that the Village of Lumby (referred hereinafter as the municipality) shall not be liable for any injury or damage (including death) to any employees, officer or agent of the proponent, unless the injury loss or damage is caused by the negligence of an officer or employee of the municipality while acting within the scope of his/her employment.

The proponent agrees that it shall, at all times, indemnify and save harmless the municipality, and each of its elected officials, officers, employees and agents from and against all claims, demands, losses, costs, damages, action, suits or other proceedings made, sustained, brought or made upon the municipality in respect of any costs, expenses, loss, damage or injury, including death, and reasonable legal fees, arising out of any cause, whether direct or indirect, by reason of or in connection with negligent acts or omissions of the proponent or any of its officers, directors, employees or agents in connection with the services

performed, purportedly performed or required to be performed by the proponent under this contractual agreement.

Professional Liability Insurance (commonly referred to as Errors & Omissions Insurance)

with a minimum per claim limit of not less than One Million (\$1,000,000.00).

Proposal Evaluation

- Following the close of the Proposal call, all Proposals will be evaluated;
- The municipality, at its sole discretion may negotiate any aspect of any Proposal with one or more of the proponents at any time;
- Negotiations with any proponent shall not oblige the municipality to enter into a contract with any proponent or be construed as an acceptance of the Proposal;
- All negotiations shall be in writing, in a form satisfactory for inclusion into the contract;
- In addition to reviewing the written Proposals, the evaluation process may include a formal interview with one or more of the proponents involved in the Proposal to allow the municipality team to verify the capability and resources of the proponent;
- All costs associated with the preparation of the Proposal will be the responsibility of the proponent and will not be recoverable from the municipality; and
- All proposals shall become the property of the municipality.

Errors and Omissions

It shall be understood and acknowledged that while this Proposal includes basic specifications, minor items or details not herein specified, but obviously required, shall be provided as if specified in conformance with modern practices and workmanship. Any omissions or errors or misinterpretation of these requirements and specifications or within the proposal bid shall not relieve the proponent of the responsibility of providing the goods as aforesaid.

Business Licenses

The Consultant should have a Lumby or Intercommunity Business License. Further, subconsultants whose role requires them to be physically within the Municipal boundary, regardless of the number of occasions or how briefly, will also be required to have a Lumby or Intercommunity Business License. The Consultant will provide evidence of Business Licensing, including those of their subconsultants.

Non Collusion

A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or their agent or representative about the preparation of their Proposals. Each Proponent shall attest that its

participation in the RFP process is conducted without collusion or fraud. If the municipality discovers there has been a breach of this requirement at any time, the municipality reserves the right to disqualify the Proposal or to terminate any ensuing Agreement.

Termination

Termination for Convenience: If the municipality does enter into a contract, it may terminate any contract, in whole or in part, whenever the municipality determines that such termination is in the best interest of the municipality without showing cause, upon giving written notice to the Proponent. The municipality shall pay all reasonable costs incurred by the Proponent up to the date of termination. However, in no event shall the Proponent be paid an amount, which exceeds the price bid for the work performed. The Proponent will not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

Termination for Default: When the Proponent has not performed or has unsatisfactorily performed the contract, the municipality may terminate the contract for default. Upon termination for default, payment may be withheld at the discretion of the municipality. Failure on the part of a Proponent to fulfill contractual obligations shall be considered just cause for termination of the contract. The Proponent will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the municipality in re-procuring and completing the work

Contract for Professional Consulting Services

The Successful Proponent will be required to execute a "Contract for Professional Consulting Services". No other form or agreement will be signed or accepted. The Successful Proponent will be issued a purchase order by the municipality.

Conflict of Interest

All Proponents shall disclose to the municipality any potential conflict of interest. If such conflict of interest does exist, the municipality may, at its discretion, withhold the award. If during the Proposal evaluation process or the negotiation of the contract, the Consultant is retained by another client giving rise to a potential conflict of interest, then the Consultant will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest.

Litigation

The municipality reserves the right to reject any bids received from a company, that is, or whose principals are, at the time of bidding, engaged in a lawsuit or other legal proceeding, against the municipality, or who has given notice to the municipality of its intent to commence litigation or other legal proceedings against the municipality.

Subconsulting

The Successful Proponent shall not assign the agreement or retain subcontracting without the prior written consent of the municipality. No assignment or subcontract shall relieve the Successful Proponent from the obligation set out in this document or impose any liability on the municipality.

In such cases, customer references and a written statement must be included from an officer of the proposed subcontractor demonstrating the ability to provide the indicated functions in accordance with these specifications. All known subconsultants must be listed in the Proposal submission. Subconsultants not listed in the Proposal submission must be approved by the municipality or his authorized designate prior to any commencement of work.

Limited Submissions Received

In the event that the municipality receives less than three Proposal submissions, the municipality, at its sole discretion, reserves the right not to proceed with the opening of the submissions and may delay or change the closing date and may cancel the process as it deems appropriate.

Consultant's Responsibility

The Consultant shall carefully examine all Proposal documents for this contract, to determine the extent of work. By submitting a Proposal the Consultant acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The municipality will not be responsible for any alleged misunderstanding of the work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that by submitting a Proposal by the Consultant serves as his stated commitment to fulfill all of the conditions referred to in this Proposal.

Right to Audit

The municipality shall have the right to appoint an independent public accounting firm to audit all financial and related records, including payroll records associated with the contract kept by or under control of the proponent, including the proponent's employees, agents, assigns, successors, and subcontractors. Costs of any audits conducted under the authority of this section and not addressed elsewhere will be borne by the municipality unless the audit identifies overpricing or overcharges, the proponent shall reimburse the municipality for the actual cost of the audit and refund the overpricing or overcharged amounts.

The proponent shall maintain such financial and related records, together with such supporting or underlying documents and materials, for the duration of this contract and for at least seven years following the completion, expiry or termination of this contract.

All information requested or required pursuant to this right to audit, shall be made available during normal business hours at the proponent's office or place of business. This right to audit shall not be constructed to limit, revoke, or abridge any other rights, powers, or obligations relating to the audit, which the Municipality may have by Municipal, Provincial, or Federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are expressed or implied.

This right to audit shall survive the completion, expiry or termination of this agreement.

Taxes

The municipality requires the identification of both GST and PST paid for all goods, materials, labor, services and equipment. These applicable taxes must be shown separately and are not to be included in the unit prices or sub-total prices.

Award of Contract

Notice of acceptance of the Proposal award of the Contract for the Project will be given to the Successful Proponent by the municipality by written Notice of Award.

The Proponent to whom this contract is awarded will be required to execute and return the contract within ten (10) days from the Notice of award mailing date by the municipality the following items:

Two copies of the executed:

- Contract for Professional Consulting Services

(Please ensure that the Company name is identical in all aspects to that of your Corporate Seal. In the event a Corporate Seal is not available, a Corporate Status Certificate or a notarized copy of the Corporation's articles of incorporation or letters patent must be provided.)

- Insurance certificate
- WorkSafe Clearance Certificate

Addenda

During the Proposal period only proponents who have submitted a notice of intent to submit will be notified of addenda to required additions to, deletions from, or alterations to the requirements of the Proposal Documents. Addenda shall become part of the Proposal Documents. Proponents shall include the cost implications of all addenda in the Proposal.

The requirements of all addenda issued during the open call for proposal shall be included. The onus is on the Proponent to ensure they have received all addenda issued.

EVALUATION OF PROPOSAL

At the close of the Proposal call, all materially compliant Proposals will be evaluated by an Evaluation Team. The Evaluation Team will be composed of Municipal staff and others as deemed necessary. Selection of the Successful Proponent will be based on the greatest score derived from the Evaluation Scoring Sheets completed by the Evaluation Team. The Total Score from each final Evaluation Scoring Sheet from each Evaluation Team member will be added together, then divided by the number of Evaluation Scoring Sheets (same as the number of Evaluation Team Members) to create a final Evaluation Score by the Evaluation Team for the Proponent.

Following Proposal evaluation, negotiations with any Proponent shall not oblige the Municipality to enter into a contract with any Proponent(s) or be construed as an acceptance of the Proposal. All negotiations shall be in writing, in a form satisfactory for inclusion into the contract.

All Proposals shall become the property of the Municipality. All costs associated with the preparation of the Proposal will be the responsibility of the Proponent and will not be recoverable from the Municipality, its' agents, affiliates or those assisting the Municipality with the process.

Proposals received before the Closing Deadline on time will be reviewed. Proponents may be contacted to explain or clarify their Proposals however they will not be permitted to alter information as submitted. A Proposal that contains major irregularities (material to award or unfair if allowed) will be rejected outright. Acceptable offers (those with no major irregularities) arriving before the Closing Deadline will be evaluated.

Short listed Proponents may be requested to attend a meeting, clarify points, and show samples of previous successes. Evaluation Scores may then be adjusted accordingly.

References, credit checks, or any other type of information that will aid the Municipality in its selection may be obtained and used by the Municipality in its evaluation of Proposals. The Municipality reserves the right to consider all or any information received from all available sources, whether internal or externally obtained.

The Municipality reserves the right to reject Proposals in accordance with the evaluation criteria and process /method outlined in the RFP in its sole and absolute discretion. The Municipality reserves the right to select and retain the Proponent it deems most appropriate for the work at its sole and absolute discretion.

Evaluation Scoring Sheet

RFP ID: ES-2017-02

Project Title: Floodplain Mapping Update and Creek Banks and Earthworks Assessment

Proponent: _____

Criterion	Points	Weight Factor	Points x Weight Factor
1. Company Profile and Related Project Experience	0 1 2 3 4 5 6 7 8 9 10	15%	
2. Project Team Qualifications and Experience	0 1 2 3 4 5 6 7 8 9 10	20%	
3. Detailed Work Schedule and Staff Allocation	0 1 2 3 4 5 6 7 8 9 10	15%	
4. Work Plan and Methodology	0 1 2 3 4 5 6 7 8 9 10	20%	
5. Cost	0 1 2 3 4 5 6 7 8 9 10	20%	
6. Design, Completeness and Clarity of Proposal	0 1 2 3 4 5 6 7 8 9 10	10%	
Total Score		100%	

Instructions to Evaluator: Complete a separate evaluation form for each Proposal reviewed. Each criterion must be assigned a score.

The point values entered above reflect my best independent judgement of the merits of the identified Proponent's Proposal.

Evaluation Team Member (please print): _____

Signature: _____

Date: _____

Proposal Evaluation Table

RATING	DESCRIPTION	
10	Excellent	Exceeds the requirements of the criterion in superlative beneficial ways / very desirable.
9	Very Good	Exceeds the requirements of the criterion in ways which are beneficial to the Municipality's needs.
8	Good	Exceeds the requirements of the criterion but in a manner which is not particularly beneficial to the Municipality's needs.
7	Above Average	Fully meets all requirements of the criterion.
6	Average	Adequately meets most of the requirements of the criterion. May be lacking in some areas which are not critical.
5	Below Average	Addresses most, but not all, of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
4	Poor	Barely meets most of the requirements of the criterion to the minimum acceptable level. May be lacking in some areas which are not critical.
3	Below Poor	Poor to Very Poor.
2	Very Poor	Minimally addresses some, but not all, of the requirements of the criterion. Lacking in critical areas.
1	Nearly Unsatisfactory	Very Poor to Unsatisfactory.
0	Unsatisfactory	Does not satisfy the requirements of the criterion in any manner.

PROPOSAL TERMS & CONDITIONS

Scope

These Terms and Conditions form a part of each Proposal, and contract and apply to contracts for the purchase of materials, supplies, equipment and services.

Any contracts issued by the Village of Lumby (the municipality) further to this Request for Proposal will bind the Proponent to the terms and conditions herein set forth, except as specifically qualified in the Special Provisions issued in connection with any individual proposal and except as negotiated between the Municipality and the Proponent.

Proposal Requirements

Proponents are required to conform to the conditions listed below and those failing to do so may be subject to disqualification.

The correct Proposal form(s), as supplied by the Municipality must be used and returned in a sealed envelope to the Village of Lumby, physically located at 1775 Glencaird Street, Lumby B.C. V0E 2G0, on or before the specified Proposal Closing Date and Time. Proposals received after the Closing Date and Time will not be considered. This applies to proposals sent by mail or delivered in person. **Proposals received by facsimile will not be considered.**

All Proposals must be legibly written in ink or on paper printed from a computer **ALL REQUIRED ITEMS MUST BE COMPLETED**, unless otherwise specified with the unit price for every item and other entries clearly shown.

The Proposal must not be restricted by a statement added to the Proposal form or a covering letter or alterations to the Proposal form provided by the Municipality (unless otherwise specified).

Adjustments by telephone, email, facsimile or letter to a Proposal already submitted will not be considered. A Proponent desiring to make adjustments to a Proposal must withdraw the Proposal and/or supersede it with a later Proposal submission prior to the specified Proposal closing time.

The Proponent declares that the Proposal is not made in connection with any other Proponent submitting a bid for the same work and is in all respects fair and without collusion or fraud.

The Proposal form(s) must be signed in the space(s) provided on the form, with the signature of the Proponent or of a responsible official of the organization submitting a Proposal. If a joint Proposal is submitted, it must be signed on behalf of each of the Proponents and if the signing authority for both Proponents is vested in one (1) individual, he shall sign separately on behalf of each Proponent.

Erasures, overwriting or strike-outs must be initialed by the person signing on behalf of the organization submitting the Proposal.

Insurance Requirements

The Contractor covenants and agrees to carry such insurance as may be required by the Village of Lumby, and to furnish satisfactory proof thereof when required by the Municipality within ten (10) days from the date of request.

Goods and Services Tax (GST)

The Municipality is required to pay the Goods and Services Tax on all goods, materials, labor, services and equipment. This tax must be shown separately and is not to be included in the unit or total prices.

Omissions and Discrepancies

Should a proponent find discrepancies prior to the closing date or omissions from the RFP documents, or be in doubt as to their meaning, they should notify the Village of Lumby as soon as possible, who may make an addendum available on the municipality's website.

Withdrawal of Proposal Prior to Opening

A Proponent who has submitted a Proposal on a Request for Proposal may request that its Proposal be withdrawn (adjustments or corrections to Proposal submitted will not be allowed). The withdrawal shall be allowed if the request is made before the closing time for this Proposal. Withdrawal requests may be directed to the Village of Lumby, by email, letter, or facsimile. Telephone requests will not be considered.

Withdrawal requests received after the closing time will not be allowed. The party concerned shall be informed by letter that the withdrawal request arrived too late for consideration.

NOTE: The withdrawal of a Proposal does not disqualify a Proponent from submitting another Proposal on the same Request for Proposal prior to the specified Proposal closing time.

Withdrawal of Proposals During a Proposal Opening

A Proponent may withdraw Proposals prior to RFP closure date. Proposals withdrawn under this procedure cannot be reinstated.

Award

The municipality reserves the right to award by item, or part thereof, groups of items, or parts thereof, or all items of the Request for Proposal, and to award contracts to one or more Proponents; to reject any and all Proposals in whole or in part; to waive technical defects, irregularities and omissions if, in so doing, the best interests of the Municipality will be served.

The municipality reserves the right to make awards within sixty (60) days from the date Proposals are opened, unless otherwise specified in the Request for Proposals, during which period the Proposal shall not be withdrawn unless the Proponent distinctly states in his Proposal that acceptance thereof must be made in a shorter specified time.

A proponent must be prepared, if requested, to present evidence of experience, ability, service facilities and financial standing necessary to meet satisfactorily the requirements set forth or implied in the Request for Proposals.

All things being equal, preference will be given to purchases firstly to supplies and services of local manufacturers, secondly to supplies and services offered by local suppliers and thirdly to supplies and services of Canadian owned companies.

Contract

Each Proposal will be received with the understanding that the acceptance, if any proposal(s) is (are) accepted, in writing by the municipality of the offer to furnish all or any part of the commodities described therein shall constitute a contract between the Proponent and the Municipality, which shall bind the Proponent on his part to furnish and deliver the services and/or commodities at the prices given and in accordance with conditions of said accepted Proposal and specifications and PROPOSAL TERMS AND CONDITIONS, and the Municipality on its part to take delivery of and pay for the services and commodities at the contract prices, unless the contract is negotiated or the Proponent withdraws his Proposal.

No alterations or variations of the terms of the contract shall be valid or binding upon the Municipality unless authorized in writing.

It is mutually agreed and understood that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm Company or corporation without the previous written consent of the Municipality.

The placing in the mail to the address given in his Proposal or delivery of a notice of award to a Proponent will constitute notice of acceptance of a Proposal. When so requested by the Municipality the Contractor shall execute a formal contract with the Municipality for the complete performance specified therein.

The contract may be cancelled by the Municipality upon under or non-performance of contract terms as determined by the Municipality.

The Municipality reserves the right to remove from the list of Proponents, for an indeterminate period, the name of any Proponent or Contractor for unsatisfactory performance of contract.

Payment

All payments will be made within thirty (30) days from receipt of an approved invoice. All invoices must be approved by the Municipality.

Where there is a question of non-performance involved, payment in whole or in part against which to charge back any adjustments required, will be withheld.

All charges against the Contractor shall be deducted from current obligations that are due or may become due. In the event that collection is not made in this manner the Contractor shall pay the Municipality, on demand, the amount of such charges.

APPENDIX A: INVOICE SUMMARY TEMPLATE

PROJECT TITLE:

Invoice Summary

For invoices dated:

Tasks Completed:

Project Summary:

TASK #	Contract Amount	Previously Billed	% Billed	+ % This Invoice	Current Invoice	% Task Complete	Notes
TASK 1	\$	\$ -	0%	0%	\$ -	0%	
TASK 2	\$	\$ -	0%	0%	\$ -	0%	
TASK 3	\$	\$ -	0%	0%	\$ -	0%	
TASK 4	\$	\$ -	0%	0%	\$ -	0%	
TASK 5	\$	\$ -	0%	0%	\$ -	0%	
TASK X	\$	\$ -	0%	0%	\$ -	0%	
SUBTOTAL	\$	\$ -			\$ -		
GST @ 5%	\$	\$			\$		
TOTAL THIS INVOICE	\$	\$			\$		