



# **REQUEST FOR PROPOSAL**

## **Engineering Consulting Services**

### **Four-Year Master Standing Offer Agreement**

Town of Osoyoos  
8707 Main Street, Box 3010  
Osoyoos, BC  
V0H 1V0  
[rrisling@osoyoos.ca](mailto:rrisling@osoyoos.ca)  
250-495-6515

**INVITATION TO SUBMIT PROPOSAL:  
ENGINEERING CONSULTING SERVICES TO THE TOWN OF OSOYOOS  
FOUR (4) YEAR MASTER STANDING OFFER AGREEMENT**

The Town of Osoyoos invites engineering firms (hereinafter referred to as the “Proponent”) to submit proposals for the provision of engineering consulting services for the Town of Osoyoos over a four- year period as set out in this Request for Proposal (RFP). The Town of Osoyoos intends to award a 4-year, non-exclusive agreement to the highest ranked Proponent using the evaluation process outlined in section 3 of this RFP.

**Osoyoos Engineering Consulting Services – Four-Year Master Standing Offer Agreement Date  
Issued: February 10, 2025  
Submission Deadline: March 7, 2025, at 4:00 p.m. (Osoyoos local time)**

**Inquiries:**

Refer all proposal inquiries by email to: Rod Risling, Chief Administrative Officer at [rrisling@osoyoos.ca](mailto:rrisling@osoyoos.ca)

**Proposals:**

The Request for Proposal submission must be submitted in a closed envelope marked:

**OSOYOOS RFP FOR ENGINEERING CONSULTING SERVICES**  
8707 Main Street, PO Box 3010  
Osoyoos, B.C. V0H 1V0  
Phone: 250-495-6515 Fax: 250-495-2400  
Contact email: [rrisling@osoyoos.ca](mailto:rrisling@osoyoos.ca)

Proposals must be received at the above specified address prior to the predetermined time and date set forth above.

Proposals received late, faxed or e-mailed proposals will not be accepted.

The Town of Osoyoos is not responsible for the timeliness of documents delivered nor will the Town of Osoyoos accept responsibility for receipt of any proposal delivered to a location other than at the above specified address.

**Proposal Copies:**

The Proponent shall provide one (1) original and one (1) paper copy of the proposal along with a digital version on a USB flash drive.

**Osoyoos infrastructure information:**

Questions about Osoyoos infrastructure should be directed to Operational Services  
[pubworks@osoyoos.ca](mailto:pubworks@osoyoos.ca)

## 1. SCOPE OF WORK

### 1.1. Purpose and Description:

The Town of Osoyoos wishes to enter into a four (4) year Standing Offer Agreement (SOA) with an engineering consulting firm (which may include sub-consultant services) for the purpose of providing engineering consulting services. Requirements will focus on civil engineering, but aspects of other engineering disciplines such as environmental, geotechnical and structural may be required intermittently.

Entering into a SOA will allow the Town of Osoyoos' staff to work directly with the Proponent without the need to prepare separate requests for proposal for each project over the term of the agreement. In addition, Town of Osoyoos staff and the successful Proponent's organization will be able to foster a relationship which supports the Town of Osoyoos' mid- and longer-term strategies.

The successful Proponent will be engaged in developing grant applications, RFPs and project budgets, contract administration, project design and tendering. The Proponent will serve as a resource for the Town staff on engineering issues.

It is imperative that the Proponent be able to provide timely responses and service, and cost effective, sustainable solutions that meet the needs of the Town of Osoyoos.

At the end of the first and any additional four (4) year term, the Town may negotiate to extend the first and any additional terms by up to an additional four (4) year term.

The Standing Offer Agreement will not constitute an exclusive relationship between the Town and the successful proponent for engineering services.

### 1.2. Scope:

The successful Proponent will be expected to become familiar with the Town of Osoyoos' infrastructure, bylaws and policies, organizational structure, master plans and strategies. The Proponent will be available on an on-call basis to address any engineering consulting requirements the Town of Osoyoos may have throughout the term of the Master Standing Offer Agreement.

Some upcoming projects and examples of services required are detailed below. Engineering consulting services may include investigation, studies, engineering from preliminary design through detailed design, tendering, construction, inspection, reporting and as-built drawings.

- 1.2.1 Provide advice on water (domestic and agriculture irrigation systems), wastewater, storm sewer, landfill, airport, and other municipal infrastructure for both operational and planning issues. **In the event of an emergency, Osoyoos may require engineering staff on site to provide advice to staff and the local Emergency Operations Centre.**
- 1.2.2 Transportation planning studies and development of a phased capital plan
- 1.2.3 Pavement and sidewalk management, road development and construction
- 1.2.4 Provide advice on emergency management and mitigation strategies
- 1.2.5 In conjunction with Approving Officer, provide advice on subdivision development
- 1.2.6 Draft grant submissions where engineering technical specs/estimates are involved
- 1.2.7 Provide advice on park structures and playgrounds

- 1.2.8** Site investigations, geotechnical advice and assessments
- 1.2.9** Assist with cost estimates, asset management and capital budget development
- 1.2.10** Provide advice and/or develop plans regarding asset management
- 1.2.11** Develop requests for proposal and tender documents and/or provide project management on capital projects
- 1.2.12** Contribute to a hosting platform and/or host infrastructure data in an electronic form compatible with a GIS platform

## **2. PROPOSAL FORMAT AND REQUIREMENTS**

The proposal shall adhere to the following format and provide responses to the areas outlined below.

### **2.1. Letter of Transmittal:**

A letter of transmittal or covering letter, dated and signed by an official authorized to negotiate, make commitments, and provide any clarifications with respect to the proposal.

### **2.2. Executive Summary:**

An Executive Summary will identify key points in the proposal that the Proponent wishes to highlight.

### **2.3. Corporate Profile:**

A brief corporate profile will cover the Proponent's history, and office location(s). The corporate profile should also include the firm's philosophy towards its clients and the services which it provides.

### **2.4. Proponent's Team:**

The Proponent shall identify the team member(s) that will be the primary Osoyoos contact(s). A personal resume shall be submitted for each team member, complete with their relevant experience.

### **2.5. Proponent's Experience and Expertise:**

The Proponent will provide a list of relevant project experience for the past five (5) years, starting with the most recent. Proponents that have current or previous experience with municipal Standing Agreements should provide a list identifying the municipality, the year the agreement was commenced, and whether the agreement is still active.

### **2.6. Local Context:**

The Proponent will provide a brief description of their involvement in the Town of Osoyoos, if applicable. Provide detail on projects within the Town of Osoyoos and familiarity with local conditions and issues.

**2.7. Ability to comply with Scope of Work:**

Proponents will detail their ability to perform all the work items outlined in the “Project Scope” in section 1.2 of this proposal.

Proponents must detail the estimated response time to provide professional resources on site in the event of an emergency situation requiring urgent engineering advice.

Indicate how the Proponent proposes to address services outside their scope and provide accountability for those services.

**2.8. Value-Added Service:**

Proponents are invited to provide a description of what the Proponent has to offer as a value-added commitment(s) that will benefit the Town of Osoyoos.

**2.9. Cost of Services:**

Provide a detailed explanation of the Proponent’s current fee structure for all engineering consultants and staff in the firm that may be working with Osoyoos, including travel expenses, anticipated annual increases, and disbursements. The explanation will include how billable hours are determined and what services, if any, will be provided to the Town without cost.

Explain the Proponent’s methodology for research, including associated costs.

Describe how project/task budgets are managed to avoid cost over-runs as well as the methodology for charging out day-to-day requests.

**2.10. References:**

The Proponent shall include a list of three municipal references with whom the Proponent has worked in the last five years. Each of the references shall include the complete client’s name, contact person with title, email and phone number.

**2.11. Insurance, Professional License(s) and Affiliations:**

The Proponent shall include a Certificate of Insurance issued by their insurance broker. The Proponent shall provide under their letterhead, dated and signed, a list of all registered professional licenses and affiliations to other professional organizations.

**3. EVALUATION AND SELECTION CRITERIA**

The Town of Osoyoos will do an initial evaluation of the proposals using the criteria and weightings in the table below. The Town may then hold interviews with short-listed Proponents or make a recommendation to the Mayor and Council to award to a Proponent.

<b>Selection Criteria</b>	<b>Point Weighting for Initial Evaluation</b>
1. Proponent's experience/ability to comply with all identified requirements within the Scope of Work	20
2. Availability of staff assigned to Osoyoos and location of Proponent's office(s)	25
3. Osoyoos deemed value for proposed fees	15
4. Proponent's knowledge of/experience with Osoyoos	20
5. Value adds	5
6. References and reputation of the Proponent	5
7. Proposed methodology for managing budgets and charging out time on projects and requests (including sub-consultants)	5
8. Quality of the Proposal (clear, complete, demonstrates understanding of Osoyoos)	5

**SCHEDULE "A"**  
**STANDARD TERMS AND CONDITIONS**

Submission of a proposal in response to this Request for Proposal indicates acceptance of the following terms and conditions, which will apply to this Request for Proposal and to any subsequent Contract.

**1. TERMINOLOGY**

**"Best Value"** means the value placed upon quality, service, past performance, understanding of the community, and price.

**"Contract"** means the written agreement resulting from the Request for Proposal executed by the Town of Osoyoos and the successful Proponent.

**"Must", "Mandatory" or "Required"** means a requirement that must be met in order for a proposal to receive consideration.

**"Proposal"** shall mean the Proponent's submission in response to this RFP.

**"Proponent"** means a party submitting a proposal to this RFP.

**"RFP"** means this Request for Proposal.

**"Subcontractor"** includes a person, firm or corporation having a contract with the Successful Proponent for the services called for in the RFP.

**"Successful Proponent"** means the Proponent submitting the most advantageous RFP as determined by the Town.

**"Town"** means the Town of Osoyoos.

**"Work"** means any labour, duty and/or efforts to accomplish the purpose of this project.

**2. FORM OF PROPOSAL**

**Project Title: OSOYOOS ENGINEERING CONSULTING SERVICES – FOUR YEAR MASTER STANDING OFFER AGREEMENT**

The Proponent confirms it has obtained and carefully examined all of the documents making up the Request for Proposal issued by the Town of Osoyoos and any related addenda.

**3. ACCEPTANCE OF PROPOSAL**

The acceptance of the proposal by the Town shall be made only by notice in writing and will be addressed to the successful Proponent through the contact information given in this form of proposal. The proposal may be accepted either in whole or in part.

**4. FAILURE OR DEFAULT OF PROPONENT**

If the Proponent for any reason whatsoever fails or defaults in respect of any matter which is an obligation of the Proponent under the terms of this proposal, the Town at its option may consider the Proponent has abandoned the offer made and shall be free to select an alternate solution of its choosing.

**5. RFP/CONTRACT TERMS**

The following terms will apply to this RFP and to any subsequent Contract. Submission of a proposal in response to this RFP indicates acceptance of all the following terms:

- 5.1. In carrying out its obligations hereunder, the Proponent shall comply with all applicable laws, bylaws, regulations, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law.
- 5.2. All designs, drawings, concept drawings, specifications, and reports whether digital or hard copies, commissioned by the Town of Osoyoos, shall remain the property of the Town of Osoyoos.
- 5.3. The RFP, accepted submission, and Town contract documents represent the entire Agreement between the Town and the Successful Proponent and supersede all prior negotiations, representations or agreements either written or oral.
- 5.4. The contract documents may be amended only by written instrument agreed to and executed by the Successful Proponent and the Town.

## **6. RFP PROCESS**

### **No Contract A and No Claims:**

This RFP process is not intended to create binding offers and no contractual obligations whatsoever (including what is commonly referred to as 'Contract A') shall arise between the Town of Osoyoos and any Proponent upon the submission of a Proposal in response to this RFP. For extra clarity, both the Proponent and the Town are free to cancel their participation in this RFP process at any time up until the execution of a written Contract or issuance of a Purchase Order by the Town of Osoyoos for the Services.

Without limiting the above paragraph, no Proponent shall have any claim whatsoever against the Town for any damage or other loss resulting from a Proponent's participation in this RFP, including where the Town does not comply with any aspect of this RFP. The Proponent shall also waive any claim for loss of profits or Proposal preparation costs should the Town not execute a Contract with the Proponent for any reason whatsoever.

### **6.1. Modification and Addenda**

The Town reserves the right to modify the terms of the Request for Proposal at any time at its sole discretion. Modifications to the RFP will be made in the form of a written addenda. All addenda shall be considered to be integral to the RFP and having the same effect as if part of the original RFP. It is the Proponent's responsibility to ensure that they have all modifications. The modifications will be made available on the Town website at [www.osoyoos.ca](http://www.osoyoos.ca) Proposals should include acknowledgement of receipt of all addenda.

### **6.3 No Obligation to Proceed**

Though the Town fully intends at this time to proceed through the RFP in order to select a Proponent for the services, the Town is under no obligation to proceed to the Contract.

### **6.4 Irrevocability**

Prior to the time and date of the Request for Proposal closing deadline, any Proponent may withdraw or change their proposal without penalty or forfeiture, by giving notice in writing to: Rod Risling, Chief Administrative Officer, [rrisling@osoyoos.ca](mailto:rrisling@osoyoos.ca) Town of Osoyoos, 8707 Main Street, Osoyoos, BC V0H 1V0. After the closing deadline, the submitted RFP will be irrevocable.

### **6.5 Late Proposals**

Proposals received after the final date and time for receipt of proposals will be considered as late, will not be accepted, and will be returned unopened to the sender.



## **7. PRE-RFP INFORMATION FOR PROPONENTS**

### **7.1 Cost of Preparation**

Any cost incurred by the Proponent in the preparation of this proposal will be borne solely by the Proponent.

### **7.2 Intention of the Town**

The Proponent that submits to the Town the most advantageous proposal which represents the best overall interests of the Town may be awarded the contract. The Town reserves the right to accept or reject all or part of the RFP, and the Town is not precluded from negotiating with the successful Proponent to modify its proposal to best suit the needs of the Town.

### **7.3 Rejection of Proposals**

The Town reserves the right to reject, at the Town's sole discretion, any proposal which either:

- i. is incomplete, obscure, irregular or unrealistic
- ii. has non-authorized (not initialed) erasures or corrections in the proposal or any schedule thereto

Further, a proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and/or non-compliance with Federal, Provincial and Municipal legislation. Conversely, the Town has the right to waive any irregularity or insufficiency in a proposal submitted in order to accept the proposal which is deemed most favorable to the interests of the Town.

### **7.4 Confidentiality**

The Town is subject to the provisions of the Freedom of Information and Protection of Privacy Act. While the Act offers some protection for the third-party business interests, the Town cannot guarantee that any information provided to the Town can be held in confidence.

### **7.5 Clarification**

The Town reserves the right to seek proposal clarification with Proponents to assist in making evaluations.

### **7.6 Gifts and Donations**

Proponents will not offer entertainment, gifts, gratuities, discounts or special services, regardless of value, to any employee of the Town.

## **8. PROPOSAL PREPARATION**

### **8.1. Alternative Solutions**

If alternative solutions are offered, please submit the information in the same format, as a separate proposal.

### **8.2. Changes to Proposal Wording**

The Proponent may not change the wording of its proposal after closing and no words or comments will be added to the proposal unless requested by the Town for purposes of clarification.

**8.3. Firm Pricing**

Proposals must be firm for at least 60 days after the final date. Prices will be firm for the entire contract period.

**8.4. Currency and Taxes**

Prices quoted are to be in Canadian dollars, and include GST and PST, as applicable.

**9. ADDITIONAL TERMS**

**9.1. Sub-Contracting**

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

**9.2. Liability for Errors**

While the Town has made considerable effort to ensure an accurate representation of information in this RFP, the information is supplied solely as a guideline for Proponents. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions.

**10. SPECIAL CONDITIONS**

10.1. The Town recognizes that “Best Value” is the essential part of purchasing a product and/or service and there the Town may prefer a proposal with a higher price, if it offers greater value and better serves the Town’s interests, as determined by the Town, over a proposal with a low price. The Town’s decision shall be final.

10.2. The Town reserves the right to negotiate with a preferred Proponent, or any Proponent, on details of the proposal, including amendments to specifications and fees.

10.3. All services must conform to all Laws and Standards necessary in Canada and the Province of British Columbia.

10.4. The Successful Proponent shall guarantee that his proposal will meet the needs of the Town and that any service(s) rendered shall be correct. If the services rendered are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Proponent.

10.5. Town reserves the right to accept or reject a proposal where only one proposal is received.

10.6. The Town reserves the right to cancel the Contract agreement pertaining to this RFP, at any time, by providing 30 days written notice to the Vendor.

10.7. If a written Contract cannot be negotiated within thirty days of notification of the Successful Proponent, the Town may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

**11. SUCCESSFUL PROPONENT’S INSURANCE**

The successful Proponent will indemnify the Town and their employees, officers, directors and agents against all claims, actions, proceedings, damages, losses, costs, expenses and liabilities of any kind incurred. The Proponent accepts responsibility for acts and omissions, including those of all Subcontractors it may engage in rendering the Service on the Project.