

# TOWN OF CRESTON



## REQUEST FOR PROPOSAL

FOR

## CEMETERY MASTER PLAN

ISSUED BY:

**Town of Creston** (Contracting Agency)

**Date of RFP Issue:** July 02, 2013

**Closing Date for Response:** July 26, 2013 by (no later than) 2:00 p.m.  
<http://wwp.mountain-standard-time.com/arizona-time/index.htm>

**Send two complete copies of each proposal. Alternatively proposals may be electronically submitted by means of attached electronic files i.e. PDF documents.**

**RFP Name:** Cemetery Master Plan

Agency Contact Person: Iain Bell – Director of Engineering and Public Works  
Address: Box 1339, Creston, BC, V0B 1G0  
Telephone No: (250) 428-2214 ext. 228  
Fax No: (250) 428-9164  
Email: [iain.bell@creston.ca](mailto:iain.bell@creston.ca)

Please use the above RFP description on all related correspondence.

**\* PROPOSALS WILL NOT BE OPENED IN PUBLIC \***

**NOTE:** Should any potential bidders download this Request for Proposal, it is the proponent's responsibility to check for Addenda's which will be posted on the Town of Creston website.

CEMETERY MASTER PLAN

**TABLE OF CONTENTS**

<b>1.0</b>	<b>SCOPE OF THE PROPOSAL.....</b>	<b>3</b>
<b>2.0</b>	<b>CONTENT OF PROPOSAL .....</b>	<b>6</b>
<b>3.0</b>	<b>BID SHEET .....</b>	<b>8</b>
<b>4.0</b>	<b>INTERPRETATION.....</b>	<b>9</b>
<b>5.0</b>	<b>FORM OF PROPOSAL .....</b>	<b>10</b>
<b>6.0</b>	<b>INSTRUCTIONS TO PROPONENTS.....</b>	<b>13</b>
<b>7.0</b>	<b>REQUEST FOR RFP PROCESS .....</b>	<b>13</b>
<b>8.0</b>	<b>PRE-RFP INFORMATION.....</b>	<b>14</b>
<b>9.0</b>	<b>PROPOSAL PREPARATION .....</b>	<b>16</b>
<b>10.0</b>	<b>ADDITIONAL TERMS.....</b>	<b>17</b>
<b>11.0</b>	<b>SPECIAL CONDITIONS .....</b>	<b>17</b>
<b>12.0</b>	<b>CONTRACTOR’S OBLIGATIONS.....</b>	<b>19</b>
<b>13.0</b>	<b>INSURANCE PROTECTION AND DAMAGE.....</b>	<b>19</b>
<b>14.0</b>	<b>SPECIFICATIONS .....</b>	<b>22</b>
<b>15.0</b>	<b>EVALUATION CRITERIA WORKSHEET .....</b>	<b>23</b>
<b>16.0</b>	<b>APPENDICES .....</b>	<b>24</b>

## CEMETERY MASTER PLAN

### 1.0 SCOPE OF THE PROPOSAL

#### 1.1 INTRODUCTION

The Town of Creston owns and operates two cemeteries, the Pioneer Cemetery (inactive) located in the Town of Creston and Forest Lawn (active) which is located in Area B of the Regional District of Central Kootenay (RDCK).

The Town wishes to plan for future development, utilising current and emerging burial practices, also to solicit direction on how best to manage the business and financial aspects of the service.

#### 1.2 OBJECTIVES

1. To find ways to maximize community benefits by working together with partner agencies such as the RDCK;
2. To analyze the spatial requirements of the community for interment purposes. Identify how to best meet future needs, based on population and interment projections, and existing resources;
3. To develop strategies to ensure the sustainable management, operation and maintenance of the cemetery;
4. To review and assess the operational management of the cemetery;
5. To enhance the cemetery's role as a public open space and park;
6. To recognize the cultural legacy represented in the history of the cemetery.

#### 1.3 BACKGROUND

Funding for operation and capital additions to Forest Lawn is provided by a combination of user fees and taxation. The taxation for cemeteries is a service of the RDCK. Taxpayers from the Town of Creston, and Electoral Areas A, B, and C area are taxed on property assessments based on a requisition for funds from the RDCK.

The Town of Creston has been advised that cemetery funding from an electoral area of the Regional District of Central Kootenay may cease by the end of 2013, this has necessitated the creation of a Master Plan for the cemetery.

#### 1.4 SCOPE OF WORK

The study will consider all of the following requirements.

##### 1.41 Review

- All previous studies, bylaws, agreements, and reports. Staff will provide as many of these as are presently available;
- All regulatory requirements and Town's compliance with such;
- Present governance structure and recommend enhancements.

##### 1.42 Financial

- Trends in the market and the local context;
- Perpetual care fund;
- Cemetery operating and capital costs, both current and projected;
- Operating revenue projections;
- Private sector involvement/partnerships/contracting.

CEMETERY MASTER PLAN

**1.43 Products and Services**

- Non-Revenue/Value Added
  - Historic site interpretation and education;
  - Historic site maintenance and stewardship;
  - Genealogical resources (at both the family and community level);
  - Sites for community and cultural rituals and ceremonies;
  - Environmental, aesthetic and ecological values;
  - Horticultural resources;
  - Community recreation – (trails);
- Revenue Generating
  - Interments;
  - Memorializations;
  - Sale/lease of lots, crypts and niches;
  - Sale and installation of amongst other: columbariums, scattering gardens, urns, ossuaries, markers, green burials and monuments.

**1.44 Site Considerations**

- Design principles
- Site plans
  - Conceptual site plans
  - Preliminary conceptual site plan
  - Final conceptual site plan
- Interment areas
- Design guidelines for memorials and monuments
- Cemetery buildings
- Parking
- Vehicle and pedestrian circulation
- Planting and vegetation
- Ponds and water features
- Irrigation
- Lighting
- Cemetery equipment
- Landscape structures
- Paving and hardscape
- Site furnishings & signage
- Iconography & monuments

**1.45 Organizational Plan**

- Human resources requirements
- Customer service
- Resources
- Operations manual
- Bylaw and policy updates

**1.46 Implementation**

- Priority development areas
- Implementation plan: 10 year timetable

CEMETERY MASTER PLAN

**1.47 Presentation**

- The consultant will present the Final Report at a Council meeting to a combined audience of the Town of Creston and RDCK;
- The Final Report will be provided in an electronic PDF document format, with four (4) bound copies to follow, two for RDCK and two for the Town of Creston.

**1.48 Site Visit.**

If required, these can be accommodated on an as needed basis, with prior arrangements being made through this office.

The Scope of Work is intended to define the work activities as accurately as possible. The Proponent is encouraged to use innovation when developing the proposal and propose revisions or alternatives that are considered beneficial to the project.

**1.5 PROJECT BUDGET & SCHEDULE**

The cost for this contract may not exceed **\$30,000.00**, must be a fixed lump sum amount and cover all work specified including all taxes, fees, expenses and disbursements (exclusive of GST).

Timeline

<b>Component</b>	<b>Date</b>
RFP Posting	July 02, 2013
Enquiries	July 12, 2013
Proposal Deadline	July 26, 2013
Review Applicants	July 31, 2013
Recommendation to Council	August 13, 2013
Award Contract	August 14, 2013
Master Plan Completion (site visit, partner consultation and report compilation)	October 11, 2013
Presentation to RDCK and ToC	October 22, 2013

Proponents must advise if they are not available during these dates, or cannot produce the deliverables by the dates stated, and specify when their schedule would permit commencement and completion.

The scope of work may have to be adjusted to ensure that the cost of the services remains under budget. The Proponent shall identify possible changes in the scope of work proposed, if necessary, in order to keep this assignment within budget, and shall contact the Town if they wish to discuss this prior to drafting their proposal.

If during the review of RFP requests for clarification additional information is made available to any proposer this information will be shared with all respondents to ensure everyone is aware of any changes in the RFP.

**1.6 AWARD**

Only proposals from Proponents who can meet all requirements the Town of Creston deems to be mandatory items will be accepted. The Town will award the contract within 30 days of the due date.

CEMETERY MASTER PLAN

**1.7 ENQUIRIES**

All enquiries related to this “Request for Proposal” are to be directed to the Town representative via e-mail or phone at:

Iain Bell – Director of Engineering and Public Works.  
238 10<sup>TH</sup> Ave. North  
Box 1339,  
Creston, BC, V0B 1G0  
Phone: 250-428-2214 ext. 228  
email: [iain.bell@creston.ca](mailto:iain.bell@creston.ca)

Enquiries and responses will be recorded and will be made available, by request, to all proponents for examination.

**2.0 CONTENT OF PROPOSAL**

Proposals (one original) must be submitted in printed form or electronically. The following topics should be addressed in the following order.

**2.1 COVERING LETTER**

A covering letter signed by an authorized representative of the company should be provided outlining the intent of the response and stating that the information contained in the response accurately describes the services to be provided. The response must also guarantee that all quoted prices will be honoured for a specified period of not less than 60 days from the submission date.

**2.2 PROPONENT PROFILE AND REFERENCE**

Please provide as described. A description of the Contractor's organization, size, services provided, areas of expertise and length of time in operation. Resumes and a minimum of three (3) references must be provided. If there are special concerns or restrictions on our use of the reference, these concerns must be addressed in the proposal. The Town will not complete any agreement without adequate reference checks.

**2.3 PROPOSED WORK/SERVICES**

The proposal will include the Works and Services necessary to carry out the project and any additional measures.

**2.4 SCHEDULING**

The proposal will include the Proponent's itinerary to complete the work (start-up, information gathering, site visits, preliminary plans etc).

CEMETERY MASTER PLAN

**2.5 COSTS**

Submissions in response to this 'Request for Proposal' will include the following:

- Total cost to complete the Cemetery Master Plan.

The proposal will define the costs for the Proponent's goods and services. The Proposal shall outline the costs of all components and include taxes and other associated costs. All prices shall be in Canadian dollars.

The cost must be a fixed lump sum amount and cover all work specified including all taxes. The Town reserves the right to have the Proponent adjust their price prior to final award if in discussions additional features or issues not disclosed in the RFP arise.

**2.6 SUBMISSIONS**

Submissions must be received no later than **14:00**. <http://www.mountain-standard-time.com/arizona-time/index.htm> on **Friday, July 26th, 2013**, to the attention of the following:

Agency Contact Person: Bev Caldwell – Town Administration Manager  
Address: Box 1339, Creston, BC, V0B 1G0  
Telephone No: (250) 428-2214 ext. 226  
Fax No: (250) 428-9164  
Email: [bev.caldwell@creston.ca](mailto:bev.caldwell@creston.ca)

CEMETERY MASTER PLAN

**3.0 BID SHEET**

REQUEST FOR PROPOSAL: \_\_\_\_\_

CLOSING DATE: \_\_\_\_\_

The undersigned Bidder has carefully examined the Conditions, Specifications, and Drawings (if applicable) for the work requested and will construct or provide the services required.

This proposal is valid for: \_\_\_\_\_ days.

PRICE (applicable taxes extra) = \$ \_\_\_\_\_

Taxes 12% \$ \_\_\_\_\_

TOTAL: \$ \_\_\_\_\_

NOTE: If you are supplying goods, please include a delivery lead-time schedule with your submission.

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO. \_\_\_\_\_ POSTAL CODE \_\_\_\_\_

FAX NO. \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF BIDDER \_\_\_\_\_

PRINT NAME \_\_\_\_\_



CEMETERY MASTER PLAN

**4.0 INTERPRETATION**

**4.1 DEFINITIONS**

- a. “Best Value” means the value placed upon quality, service, past performance and price.
- b. “Town” means the Corporation of the Town of Creston
- c. “Town Representative” means the representative or appointee engaged by the Town to supervise the work.
- d. “must”, “mandatory” or “required” means a requirement that must be met in order for a PROPOSAL to receive consideration.
- e. “Premises” shall mean building(s) or part of a building with its appurtenances.
- f. "Proposal" shall mean the proponent's submission to the RFP.
- g. “Proponent” means a party submitting a proposal to this RFP.
- h. “RFP” means the “Request for Proposal”.
- i. “Request for RFP” (RFP) includes the documents listed in the index of the Request for RFP and any modifications thereof or additions thereto incorporated by addenda before the close of RFP’s.
- j. “should” or “desirable” means a requirement having a significant degree of importance to the objectives of the Request for RFP.
- k. “Special Conditions” means the special conditions, which are included in the RFP.
- l. “Specifications” means the specifications which are included in the RFP.
- m. “Subcontractor” includes, inter alia, a person, firm or corporation having a contract with the Successful Proponent for the execution of a part or parts, or furnishing to the Successful Proponent materials and/or equipment called for in the RFP.
- n. “Successful Proponent” means the proponent submitting the most advantageous RFP as determined by the Town of Creston.
- o. “Work” means any labour, duty and/or efforts to accomplish the purpose of this project.

CEMETERY MASTER PLAN

**5.0 FORM OF PROPOSAL**

Project Title: \_\_\_\_\_

Department: \_\_\_\_\_

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

The Proponent undertakes and agrees that:

**5.1 EXECUTION OF CONTRACT**

If the offer contained in this proposal is accepted, upon being advised that the Contract Documents are available from the Director of Engineering and Public Works, the Proponent will obtain the Contract Documents and Drawings, if any, and will execute and identify the Documents and Drawings in a form and manner acceptable to the Director of Finance and Corporate Services and will deliver the same within (10) days from the time when the same are available or are delivered or mailed to the Proponent.

**5.2 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK**

If awarded the Contract, the Proponent shall supply the goods and/or services on the date set out in the Contract Documents and shall complete the contract within the time specified in the Contract Documents.

**5.3 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.

**5.4 ACCEPTANCE OF PROPOSAL**

The acceptance of the proposal by the Town shall be made only by the notice in writing from the Town, and will be addressed to the successful Proponent at the address given in this Form of Proposal; and if the Proposal Documents are so worded, the proposal may be accepted either in whole or part.

CEMETERY MASTER PLAN

**5.5 FAILURE OR DEFAULT OF PROPONENT**

If the Proponent for any reason whatsoever fails or defaults in respect of any matter or thing 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 or the contract if the offer has been accepted, whereupon the acceptance, if any, of the Town shall be null and void and the Town shall be free to select an alternate solution of its choosing.

CEMETERY MASTER PLAN

Executed at \_\_\_\_\_, in the Province of BC this \_\_\_\_\_ day of \_\_\_\_\_, AD 20\_\_\_\_, under seal of the Proponent as a speciality instrument.

**NOTE:** If the Proponent is a corporation, in addition to signature, affix corporate seal (if available). If a natural person makes the proposal, the Proponent must sign it with his/her name typed or clearly printed below the signature. If the Proponent is carrying on business under a firm name and **NOT** incorporated, the members of the firm must sign below the firm name and their names must be typed or clearly printed below the signature.

\_\_\_\_\_  
(Corporate Name if Proponent is a Corporation)

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Mailing Address of Proponent:

\_\_\_\_\_  
Street

\_\_\_\_\_  
City Province Postal Code Telephone

CEMETERY MASTER PLAN

**6.0 INSTRUCTIONS TO PROPONENTS**

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

**6.1 GENERAL**

- a. The law applicable to this RFP shall be the law in effect in the Province of British Columbia. Except for an appeal from a British Columbia Court to the Supreme Court of Canada, no action in respect to this RFP shall be brought or maintained in any court other than in a court of the appropriate jurisdiction of the Province of British Columbia.
- b. In carrying out its obligations hereunder, the Proponent shall familiarize itself and comply with all applicable laws, bylaws, regulations, ordinances, codes, specifications and requirements of all regulatory authorities, and shall obtain all necessary licenses, permits and registrations as may be required by law. Where there are two or more laws, ordinances, rules, regulations or codes applicable to the Services, the more restrictive shall apply.
- c. Applicability of law: All references in the RFP to statutes and regulations thereto and Town by-laws shall be deemed to be the most recent amendments thereto or replacements thereof.
- d. Copyright: All designs, drawings, concept drawings, specifications, digital, hard copies, web pages, internet pages, maps and plans commissioned by the Town of Creston, shall remain the property of the Town of Creston.
- e. In the case of any inconsistency or conflict between the provisions of the RFP, the provisions of such documents and addenda thereto will take precedence in governing in the following order: (1) addenda; (2) RFP; (3) Special Conditions; (4) Specifications; (6) Drawings; (8) Executed Form of RFP; (9) all other documents.
- f. Headings are for convenience only: Headings and titles in the RFP are for convenience only and are not explanatory of the clauses with which they appear.
- g. Method of payment is governed by Town policy as well as applicable Federal and Provincial laws.
- h. 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. The contract documents may be amended only by written instrument agreed and executed by the Successful Proponent and the Town.

**7.0 REQUEST FOR RFP PROCESS**

**7.1 NOT A TENDER CALL**

This RFP is not a tender call, and the submission of any response to this RFP does not create a tender process. This RFP is not an invitation for an offer to contract, and it is not an offer to contract made by the Town.

CEMETERY MASTER PLAN

**7.2 NO OBLIGATION TO PROCEED**

Though the Town fully intends at this time to proceed through the RFP, in order to select the services, the Town is under no obligation to proceed to the purchase, or any other stage. The receipt by the Town of any information (including any submissions, ideas, plans, drawings, models or other materials communicated or exhibited by any intended Proponent, or on its behalf) shall not impose any obligations on the Town. There is no guarantee by the Town, its officers, employees or Managers, that the process initiated by the issuance of this RFP will continue, or that this RFP process or any RFP process will result in a contract with the Town for the purchase of the equipment, service, or project.

**7.3 LATE PROPOSALS**

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

**8.0 PRE-RFP INFORMATION**

**8.1 COST OF PREPARATION**

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

**8.2 INTENTION OF THE TOWN**

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

**8.3 REJECTION OF PROPOSALS**

The Town reserves the right to reject, at the Town’s Sole Discretion, any or all Proposals, without limiting the foregoing, any Proposal which either:

- a. is incomplete, obscure, irregular or unrealistic;
- b. has non-authorized (not initialled) erasures or corrections in the Proposal or any schedule thereto;
- c. omits or fails to include any one or more items in the Proposal for which a price is required by the RFP;
- d. fails to complete the information required by the RFP to be furnished with a Proposal or fails to complete the information required whether the same purports to be completed or not;

Further, a Proposal may be rejected on the basis of the Proponents past performance, financial capabilities, completion schedule and compliance with Federal, Provincial, and Municipal legislation. As it is the purpose of the Town to obtain a Proposal most suitable to the interests of the Town and what it wishes to accomplish, the Town has the right to waive any irregularity or

CEMETERY MASTER PLAN

insufficiency in any Proposal submitted and to accept the Proposal which is deemed most favourable to the interest of the Town.

**8.4 EVALUATION CRITERIA**

- a. The following criteria, but not restricted thereto, will be used to evaluate responses:
- b. The Proponents organization and technical capability to provide service.
- c. The Proponents performance and experience on similar projects, as determined through reference checks.
- d. Awards will be made based on the Best Value offered, and the Best Value will be determined by the Town. The quality of the service to be supplied, the conformity with the specifications, the suitability to requirements, guarantee clauses, and references shall all be taken into consideration.
- e. Evaluation Criteria: Proposals will be evaluated based on predetermined criteria and weighting as detailed on the attached Proposal Evaluation Form as per the Purchasing Policy.

**8.5 EVALUATION**

Evaluation of Proposals will performed by the Town’s Representative.

**8.6 CONFIDENTIALITY**

The Town will endeavour to keep all Proposals confidential. The material contained in the Successful Proposal will be incorporated in a contract and information which is considered sensitive and/or proprietary shall be identified as such by the Proponent. Technical or commercial information included in the Town contract shall not be released if the Director of Finance and Corporate Services deems such releases inappropriate, subject to the Freedom of Information Act.

**8.7 CLARIFICATION**

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

**8.8 GIFTS AND DONATIONS**

Proponents will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Town or elected official. The Successful Proponent shall report to the Director of Engineering and Public Works any attempt by Town employees or elected officials to obtain such favours.

**8.9 ACCEPTANCE OF PROPOSAL**

The Town of Creston shall not be obligated in any manner to any Proponent whatsoever until a written agreement has been duly executed relating to an approved Proposal.

## CEMETERY MASTER PLAN

No act of the Town other than a notice in writing signed by the Director of Finance and Corporate Services shall constitute an acceptance of a Proposal. Such acceptance shall bind the successful Proponent to execute in a manner satisfactory to the Town.

### 8.10 NEGOTIATION DELAY

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.

### 8.11 ENQUIRIES

All enquiries related to this RFP are to be directed, in writing, to the following person. Information obtained from any other source is not official and should not be relied upon. Enquiries and responses will be recorded and may be distributed to all Proponents at the Town's option. Questions will be answered if time permits.

**Agency Contact Person:** Iain Bell – Director of Engineering and Public Works  
**Address:** Box 1339, Creston, BC, V0B 1G0  
**Telephone No:** (250) 428-2214 ext. 228  
**Fax No:** (250) 428-9164  
**Email:** [iain.bell@creston.ca](mailto:iain.bell@creston.ca)

## 9.0 PROPOSAL PREPARATION

### 9.1 ALTERNATIVE SOLUTIONS

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

### 9.2 CHANGES TO PROPOSAL WORDING

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

### 9.3 LIMITATION OF DAMAGES

The Proponent, by submitting a "Proposal", agrees that it will not claim damages, for whatever reason, relating to the RFP or in respect of the competitive process, in excess of an amount equivalent to the reasonable costs incurred by the Proponent in preparing its Proposal. The Proponent, by submitting a Proposal, waives any claim for loss of profits if no agreement is made with the Proponent.

### 9.4 FIRM PRICING

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



CEMETERY MASTER PLAN

**9.5 CURRENCY AND TAXES**

Prices quoted are to be:

- in Canadian dollars;
- inclusive of duty, where applicable;
- FOB destination, delivery charges included where applicable; and
- including HST see (price Fee Summary Sheet Page )

**10.0 ADDITIONAL TERMS**

**10.1 SUB-CONTRACTING**

- a. Using a Sub-contractor (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 two product or service lines and this must be defined in the proposal.
- b. Sub-contracting to any firm or individual, whose current or past corporate or other interests may, in the Town’s opinion, give rise to a conflict of interest in connection with this project will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this proposal.

**10.2 LIABILITY FOR ERRORS**

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

**10.3 AGREEMENT WITH TERMS**

By submitting a Proposal the Contractor agrees to all the terms and conditions of this RFP. Contractors who have obtained the RFP electronically must not alter any portion of the document, with the exception of adding the information requested. To do so will invalidate the proposal.

**10.4 USE OF REQUEST FOR RFP**

This document, or any portion thereof, may not be used for any purpose other than the submission of proposals.

**11.0 SPECIAL CONDITIONS**

- a. A qualified proposal is one which meets the needs and specifications of the Town, the terms and conditions contained in the RFP. The preferred proposal is a qualified proposal offering the best value, as determined by the Town.
- b. The Town will decide whether a proposal is qualified by evaluating all of the proposals based on the needs of the Town, specifications, terms and conditions and price. Representatives from the Town of Creston and RDCK will examine all proposals and recommend which proposal is in the Town’s best interest.

CEMETERY MASTER PLAN

- c. A proposal which is unqualified, is one that exceeds the cost expectations of the Town and/or does not meet the terms and conditions contained in the RFP and/or does not meet the needs and specifications of the Town. The Town reserves the right to reject any or all unqualified proposals.
- d. The Town reserves the right to cancel this RFP at any time.
- e. The Town recognizes that “Best Value” is the essential part of purchasing a product and/or service and therefore 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.
- f. The Town reserves the right to negotiate with a preferred Proponent, or any Proponent, on any details, including changes to specifications and price. If specifications require significant modification, all Proponents shall have the opportunity to adjust their proposals or re-submit altogether, as determined by the Director of Finance and Corporate Services and Public Works.
- g. All equipment, goods and workmanship must conform to all Laws and Standards necessary for use in Canada and the Province of British Columbia.
- h. The Successful Proponent, herein named the Contractor, shall guarantee that his proposal will meet the needs of the Town and that any or all item(s) supplied and/or service(s) rendered shall be correct. If the item(s) supplied by the Contractor and/or the service(s) rendered by it are in any way incorrect or unsuitable, all correction costs shall be borne solely by the Contractor.
- i. All proposed prices shall include delivery F.O.B. Town Works yard or other destination point, as specified by the Town, and the Contractor shall bear all risks of loss and/or damage.
- j. Where only one proposal is received, the Town reserves the right not to make public the amount of the proposal. The amount of the proposal will be made public if a contract is awarded. The Town reserves the right to accept or reject a proposal, where only one proposal is received.
- k. The Town reserves the right in its sole discretion to accept or reject all or part of any proposal which is non-compliant with the requirements of this Invitation.
- l. The Town shall not be obligated either to accept or reject any non-compliance with the requirements of this Invitation.
- m. Cancellation Clause: The Town reserves the right to cancel the Contract Agreement for goods and/or services as outlined in this RFP, at any time, by providing 30 days written notice to the Proponent.

CEMETERY MASTER PLAN

**12.0 CONTRACTOR'S OBLIGATIONS**

**12.1 REGISTRATION WITH WORKSAFE BC (WCB)**

The Contract may contain a provision that the Contractor and any approved Sub-Contractors must be registered with Worksafe BC (WCB), in which case Worksafe BC (WCB) coverage must be maintained for the duration of the Contract. Prior to receiving any payment, the Contractor may be required to submit a Worksafe BC (WCB) Clearance Letter indicating that all WCB assessments have been paid.

The Contractor shall ensure compliance on his part with the Workers' Compensation Act and any regulations thereunder, especially provisions of said Act or of regulations under said Act having to do with the prevention of accidents, the prevention of diseases and the provision of safe working conditions, including proper sanitation and ventilation.

In any case where pursuant to the provisions of the Workers' Compensation Act, the Workers' Compensation Board orders the Contractor in respect of his operations under this Agreement, to cease operations because of failure to install or adopt safety devices or appliances directed by the order of the said Board, or required under said Act or regulations thereunder or because said Board is of the opinion that conditions of immediate danger exist that would be likely to result in injury to any person, or because of lack of payment of an account due to the Board, the Town on twenty-four (24) hours written notice to the Contractor, may terminate the Contract.

**12.2 GOVERNING REGULATIONS**

The Contractor shall apply and pay for all necessary permits or licences required for the execution of the Work (but this shall include the obtaining of permanent easements or rights of servitude). The Contractor shall give all necessary notices, pay for all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the Work and to the preservation of the public health. The Contractor shall be responsible for the safety of all workmen and equipment on the project in accordance with all applicable safety legislation passed by Federal, Provincial and local authorities governing safety.

**13.0 INSURANCE PROTECTION AND DAMAGE**

**13.1 GENERAL INSURANCE**

Before starting the Work, the Contractor shall file with the Town, certificates of all insurance policies acceptable to the Town. These certificates shall state that the insurance complies with the requirements of the Contract Documents and that the territory of the policy includes the country in which the Work is to be constructed.

Each insurance policy required under this Article shall contain an endorsement to provide all Named Insureds with prior notice of changes and cancellations. Such endorsement shall be in the following form:

"It is understood and agreed that the coverage provided by this policy will not be changed or amended in any way or cancelled until thirty (30) days after written notice of such change or cancellation shall have been given or sent by registered mail to all Named Insureds."

CEMETERY MASTER PLAN

Should the Contractor fail to make a payment of any premiums or other assessments required by the Contractor's insurers to maintain such policies in force and effect, the Town may in their discretion make payment of such premiums or assessments and deduct the amount thereof from such monies as may then or later be payable to the Contractor pursuant to the Contract Documents or recover the same from the Contractor as the Town in his discretion may determine.

Whenever the word The Town is to appear in the insurance policies, the legal name shall be inserted.

**13.2 PROTECTION OF WORK, PROPERTY AND PUBLIC:**

The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

The Contractor shall protect the property adjacent to the Work areas from damage as the result of operations under the Contract. The Contractor shall protect the Work and the Town's property from damage and shall make good at their own expense any damage which may arise as the result of the Contractor's operations under the Contract.

**13.3 CONTRACTOR'S INSURANCE:**

Public Liability & Property Damage Insurance. The Contractor shall save and hold harmless the Town, its officers, Managers, servants and employees, from and against any and all suits or claims alleging damage or injury (including death) to any person or property that may occur or that may be alleged to have occurred, in the course of the performance of this Contract, whether such claim shall be made by an employee of the Contractor, or by a third person and whether or not it shall be claimed that the alleged damage or injury (including death) was caused through a wilful or negligent act or omission of the Contractor, its officers, servants, Managers or employees, or a wilful negligent act or omission of any of its sub-contractors or any of their officers, servants, Managers or employees; and at its own expense, the Contractor shall defend any and all such actions and pay all legal charges, costs and other expenses arising there from.

The Contractor shall maintain and keep in force during the term of the Contract and until the date of the completion certificate, Two Million Dollars (\$2,000,000) inclusive limits for public liability and property damage, against liabilities or damages in respect of injuries to persons (including injuries resulting in death) and in respect of damage to property arising out of the performance of work.

The Contractor shall, at the time the Contract is signed, submit to the Town two copies of the insurance policies required under this Article and shall also provide to the Town from time-to-time, as may be required, satisfactory proof that such policies are still in full force and effect.

The Town shall be a named insured on the policy. The policies shall preclude subrogation claims by the insurer against anyone insured thereunder. In addition, such insurance policy shall include the following "Cross Liability" clause:

"The insurance afforded by this policy shall apply in the same manner, as though separate policies were issued, to any action brought against any of the named insured by or on behalf of any other named insured."

CEMETERY MASTER PLAN

**13.4 EQUIPMENT INSURANCE**

Notwithstanding anything contained elsewhere herein, it is understood and agreed that the Town shall not be liable for any loss or damage to Contractor's equipment, including loss or use thereof. Each and every policy insuring the Contractor's equipment to be used on the Work shall contain the following clause:

"It is agreed that the right to subrogation against the Town or any of its officers, employees, or Managers or their parent, subsidiary, affiliated, or associated companies or corporations, is hereby waived."

**13.5 AUTOMOTIVE INSURANCE**

A minimum of Two Million Dollars (\$2,000,000) of public liability and property damage insurance shall be carried on all automotive equipment.

**13.6 INDEMNITY**

The Contractor shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Town, its elected officials, officers, employees and Managers (collectively) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

The Contractor shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

**13.7 TOWN REPRESENTATIVE**

A Town Representative will be assigned by the Town to oversee the compliance of the Proposal awarded to the Contractor. In addition, the Contractor will be expected to name a counterpart Project Manager. The Contractor's project manager will be responsible for providing scheduled status reports to the Town Representative.

**13.8 PAYMENT HOLDBACK**

The Contract may contain a provision whereby the Town will hold back a portion of the total contract price until the requirements of the RFP have been met.

**13.9 SOFTWARE**

It is the Contractor's responsibility to ensure that the Town has all licenses required to use any software that may be supplied by the Contractor pursuant to the Contract.

CEMETERY MASTER PLAN

**13.10 ARBITRATION**

All disputes arising out of or in connection with the contract must, unless the parties otherwise agree, be referred to and finally resolved by arbitration pursuant to the Commercial Arbitration Act.

**14.0 SPECIFICATIONS None**

**15.0 EVALUATION CRITERIA**

**PROPOSAL CALL EVALUATION - CEMETERY MASTER PLAN**

<b>CRITERIA</b>	<b>Possible Points</b>	<b>Total Points Given</b>
0-4 Minimally addressed requirements/5-7 Meets requirements/8-10 Exceeds requirements	.	.
<b>VENDOR CAPABILITIES: (50% of total points)</b>	0-10 pts.	.
<ul style="list-style-type: none"> <li>• Experience with commercial corporations or government clients:</li> <li>• Does the bidder demonstrate experience with clients similar to the size and scope required in the RFP?</li> <li>• How clearly does the bidder detail this information?</li> </ul>	. 10	.
<ul style="list-style-type: none"> <li>• 3 references provided? To what extent do the references reflect ability?</li> <li>• Did the bidder provide sufficient detail to determine ability?</li> </ul>	. 10	.
<ul style="list-style-type: none"> <li>• Years of experience (Minimum 3-consecutive years):</li> <li>• Experience relates to the amount of time in providing the RFP service requirements, not necessarily the time the business has been in operation.</li> </ul>	. 10	.
<ul style="list-style-type: none"> <li>• Project personnel qualifications:</li> <li>• Are key personnel roles, responsibilities and resumes identified and provided?</li> <li>• Did they clearly identify personnel?</li> <li>• Does the organization chart support the level of service required?</li> <li>• Does the bidder clearly explain any subcontractor roles, responsibility and qualifications?</li> </ul>	. 10	.
<ul style="list-style-type: none"> <li>• Professional memberships and certification:</li> <li>• Does the bidder provide information on current professional memberships and certifications?</li> <li>• Familiarity with relevant legislation?</li> </ul>	. 10	.
<b>Total Vendor Capability Points (A)</b>	. 50	.

Town of Creston – Request for Proposal

CEMETERY MASTER PLAN

<b>CRITERIA</b>	<b>Possible Points</b>	<b>Total Points Given</b>
0-4 Minimally addressed requirements/5-7 Meets requirements/8-10 Exceeds requirements	.	.
<b>WORKPLAN: (30% of Total Points)</b>	0-10	.
<ul style="list-style-type: none"> <li>• Completeness of descriptive narrative work plan:</li> <li>• Did the narrative sufficiently explain how work will be performed, identifies staff, time lines, equipment, supplies, subcontract supervision, strategies, reporting, overall quality of the work plan? Was the plan well organized and presented in a clear, concise and logical manner?</li> </ul>	. 10	.
<ul style="list-style-type: none"> <li>• Acceptability of proposed plan,</li> <li>• Did the bidder provide sufficient detail and insight to the responsibilities?</li> <li>• Is work plan clearly and explicitly defined?</li> <li>• Was the plan well organized and presented in a clear concise and logical manner?</li> </ul>	. 10	.
<ul style="list-style-type: none"> <li>• Does the work plan explicitly explain how services are to be provided? To what extent?</li> <li>• Did the work plan explain in detail how each aspect of the contract services would be provided?</li> </ul>	. 10	.
<b>Total Work plan Points (B)</b>	. 30	.

<b>Cost (20% of total points)</b>	.	.
(Low bid/this bid) x total maximum points for cost = points <b>(C)</b>	. 20	.
<b>GRAND TOTAL WORKSHEET POINTS (A+B+C) = D (D)</b>	. 100	.

**16.0 APPENDICES**

- Appendix A. Cemetery Service Study Oct. 2012.**
- Appendix B. Cemetery Statistics.**
- Appendix C. Forest Lawn Cadastral & Air Photo.**
- Appendix D. Forest Lawn Layout Plan.**
- Appendix E. Bylaw No. 1434 Cemeteries Operations and Regulations.**