

THE CITY OF QUESNEL

REQUEST FOR PROPOSALS ACTION PLAN

for

BALL FIELD ENHANCEMENT PROJECT QUESNEL, B.C.

Closing Date and Time: **April 7, 2022, 2:00 pm Local Time**

Project Contact:

Jeff Norburn, Director of Community Services, City of Quesnel

Tel: 250.991-7479

Email: jnorburn@quesnel.ca

1.0 BACKGROUND

The City of Quesnel (The City) is interested in developing a clearly articulated action plan to enhance the ball fields in the Quesnel area to better meet the needs of local ball groups and to centralize ball activities at two locations (West Fraser Timber Park and Ranger Park in Barlow Creek).

In 2015 the City had a Parks, Green Spaces and Outdoor Recreation Master Plan completed. The Plan identified that the City had a surplus of ball fields. Since that Plan was completed in 2015, the City has decommissioned a number of ball fields and has worked with the Cariboo Regional District in making investments through the North Cariboo Recreation and Parks Service in developing ball fields at Ranger Park in Barlow Creek.

Currently, ball activities occur primarily in West Fraser Timber Park and Ranger Park in Barlow Creek, however there are still additional ball fields that are located in other locations, some of which are in poor condition or in locations that have been identified for other uses. The City would like to accommodate all ball activities at the two identified sites.

The City is seeking the services of a qualified consultant to explore options such as more efficient scheduling of fields, reconfiguring existing fields, expanding existing fields, constructing new fields, installing lighting on fields, making field dimensions and amenities more flexible to allow fields to accommodate more than one type of ball and/or multiple age groups (such as adjustable fencing, portable pitching mounds, and other options).

The City is not looking for a feasibility study that touches on a wide range of options that may or may not be practical to implement but rather, is seeking a consultant to develop a clearly articulated action plan that will allow the City to address the needs of the ball user groups in Quesnel and centralize all of the ball field activities in the Quesnel area to two parks that serve as hubs for ball tournaments, activities, and events. The City is seeking a specific plan that can realistically be implemented through a series of practical strategic investments in its ball fields and related infrastructure.

2.0 SUBMISSION INSTRUCTIONS

2.1 General

The proposal shall be submitted electronically to jnorburn@quesnel.ca by the closing date and time.

The proposal will be evaluated in accordance with the criteria outlined in Section 7.0, Evaluation Criteria.

Submission of a proposal indicates acceptance by the respondent of all of the conditions contained in this Request for Proposal. The City reserve the right to negotiate with any proponent.

The successful proponent will be required to execute a consulting services contract under the terms and conditions of their proposal and any additional terms and conditions negotiated with the City through the selection process.

2.2 Closing Date and Time:

Submissions will be accepted until 2:00 PM, Local Time, **Wednesday, April 7, 2022 at 2:00 pm**. Proposals received later than the specified closing time will not be accepted.

2.3 Questions/Inquiries:

Inquiries regarding this Request for Proposal are to be directed to Jeff Norburn, Director of Community Services, City of Quesnel at jnorburn@quesnel.ca

All clarification requests are to be sent in writing to the individual mentioned above. No clarification requests will be accepted by telephone. Inquiries must not be directed to any other City employee or officer.

Any and all changes to the RFP required before the proposal closing will be issued in the form of a written addendum and posted on the City of Quesnel Website and BC Bid. If addenda are issued, their receipt must be acknowledged by the proponents in the appropriate section of the Form of Proposal. The City will assume no responsibility for oral instructions or suggestions.

2.4 Period of Acceptance:

The terms and conditions of the proposal offer shall remain firm and open for acceptance by the City for a period of forty-five (45) calendar days from date of closing.

2.5 Rights Reserved by the City:

The City are not liable for any costs incurred by interested parties in the preparation of their response to this request or interviews if held. Furthermore, the City shall not be responsible for any liabilities, cost, loss or damage incurred, sustained or suffered by any interested party, prior or subsequent to, or by reason of the acceptance or non-acceptance by the City of any response, or by reason of any delay in the acceptance of the response.

The City reserve the right to reject any or all proposals and to accept the proposal deemed most favorable in the interests of the City.

The City may, in its absolute discretion, reject a proposal submitted by the proponent, if the proponent, or any officer or director of the proponent is or has been engaged either directly or indirectly through another corporation in legal action against the City, its elected or appointed officers and employees in relation to any other Contract for works or services or any matter arising from the City's exercise of its powers, duties or functions.

The RFP process does not commit the City in any way to select a proponent, or award or negotiate any contract. The City reserve the right to cancel this project for any reason whatsoever without any future obligations.

The City may accept or waive a minor and inconsequential irregularity where practicable to do so. The City may, as a condition of acceptance of the Proposal, request a Proponent to correct a minor and inconsequential irregularity with no change in the Proposal.

The determination of what is or is not a minor and inconsequential irregularity, the determination of whether to accept, waive, or require correction of an irregularity, and the final determination of the validity, will be at the sole discretion of the City.

3.0 GENERAL CONDITIONS

3.1 Insurance and Indemnification

The successful proponent shall at its own expense obtain and maintain until the termination of the contract and provide the City with evidence of:

- a) Professional Liability: the proponent shall carry insurance covering the work and services described in this Agreement. Such policy shall provide coverage for an amount not less than one million dollars (\$1,000,000).
- b) Comprehensive general liability insurance on an occurrence basis for an amount not less than two million dollars (\$2,000,000) and shall include the City as an additional insured with respect to the proponent's operations, acts and omissions relating to its obligations under this Agreement. Such policy to include non-owned automobile liability, personal injury, broad form property damage, contractual liability, City' and contractors' protective, products and completed operations, contingent employers liability, cross liability and severability of interest clauses;
- c) Automobile liability insurance for an amount not less than one million dollars (\$1,000,000) on forms meeting statutory requirements covering all vehicles used

in any manner in connection with the performance of the terms of this Agreement.

The policies shown above will not be cancelled or permitted to lapse unless the insurer notifies the City in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

The successful proponent by its acceptance of a negotiated agreement and purchase order, agrees to indemnify and hold harmless the City, its elected officials, agents and employees, from and against all loss or expense that may be incurred by the City, its officials, officers, employees and agents as a result of bodily injury, including death sustained by any person or persons, or on account of damage to property including loss of use thereof arising out of or as a consequence of the performance of the work stipulated in the RFP and any negotiated agreement.

3.2 Sole Use of Reports:

Any report, design and other material provided by the consultant, or their sub-consultants, will become the property of and for the sole use of the City.

3.3 Proposal Documents:

These terms of reference and the accepted proposal documents will form part of the contract made with the design consultant. All proposals are subject to the provisions of the British Columbia Freedom of Information and Protection of Privacy Act.

3.4 Personnel:

Only personnel listed in the successful proposal shall perform the work unless otherwise approved by the City.

3.5 Dispute Resolution:

Any disputes will first be attempted to be resolved via frank and open negotiations. If negotiations are unsuccessful, the dispute will be referred to a mutually agreeable third party mediator/arbitrator whose decision will be final and binding.

3.6 Force Majeure:

Neither party will be responsible for carrying out their duties, nor will they be entitled to any compensation if events beyond their control occur. Examples of such events are, but, are not limited to, acts of God, labour disruptions, political decision delays, and protests.

3.7 Relationship of the Parties:

The Proponent and the City expressly acknowledge that they are independent entities and neither an agency, partnership nor employer-employee relationship is intended or created by submission of a proposal or subsequent contract.

3.8 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws and courts of the Province of British Columbia, Canada, and shall in all respects be treated as a British Columbia contract.

3.9 COVID-19

The City of Quesnel requires all employees and any contractors who enter City buildings or who meet with the public in person on behalf of the City to be fully vaccinated against COVID-19.

4.0 PROPOSAL SCHEDULE

ACTIVITY	DATE
Issue Request for Proposal	March 17, 2022
Proposal Closing Date	April 7, 2022
Consultant Interviews (optional)	Prior to April 20, 2022
Award of Contract	Prior to April 27, 2022

5.0 SCOPE OF SERVICES

5.1 Deliverables

- Identify options to meet the current needs of the ball user groups in Quesnel at two centralized centers for ball activity; West Fraser Timber Park and Ranger Park in Barlow Creek, allowing for the gradual decommissioning of ball fields located in other parks. Options may include, but not limited to, more efficient scheduling of fields, reconfiguring existing fields, expanding existing fields, constructing new fields, installing lighting on fields, making field dimensions and amenities more flexible to allow fields to accommodate more than one type of ball and/or multiple age groups (such as adjustable fencing, portable pitching mounds, and other similar options).
- Consider options to address the future needs of ball user groups.
- Identify other initiatives that could further support or enhance ball activities at West Fraser Timber Park or Ranger Park in Barlow Creek such as batting cages, improved storage, etc.

- Evaluate each of the options identified, considering the pros and cons of each, the anticipated cost, the practicality of implementation, and the potential impact the option could have if implemented.
- Prioritize the options evaluated and recommend a clearly articulated action plan that can be implemented by City through a series of practical strategic investments in the ball fields.
- The action plan will include details regarding implementation of each of the options that are determined to be most practical, most beneficial, and most cost effective to meet the needs of ball user groups and to centralize ball activities at West Fraser Timber Park and Ranger Park in Barlow Creek, including a realistic detailed budget for each option.

5.2 Methodology:

- Review existing documents provided by the City, including but not limited to the 2015 Parks, Green Spaces and Outdoor Recreation Master Plan.
- Consult with City staff and with the ball field user groups.
- Research options and present preliminary findings to City staff.
- Complete a final report to be provided in a digital file format acceptable to the City.

5.3 Budget

- The City has allocated up to \$25,000 to undertake this project.
- It should be noted however that this is a total project budget. The proponent should not assume that all of this funding can be allocated toward the scope of work in this RFP.
- Some funding may be required for services that are outside the scope of this RFP, such as undertaking a land survey, conducting geotechnical testing of sites, or similar work to confirm the viability of identified options.

6.0 PROPOSAL SUBMISSIONS

6.1 General

The City is requesting proposals from proponents who are both interested and capable of undertaking The Project. The onus is on the proponent to show their knowledge, understanding and capacity to conduct the work outlined in this Request for Proposals. The responses will be assessed according to how well they assure the City of success in relation to the submission requirements. The detail and clarity of the written submission will be considered indicative of the respondent's expertise and competence.

6.2 Proposal Contents

The Proposal must be prepared in five sections, corresponding to the sections listed below. Each section shall address the particular requirements noted.

Section 1: Overview

- An introductory narrative demonstrating the proponents understanding of the scope of services and how the proponent will approach this project.
- A summary of the proponent's applicable experience and corporate history

Section 2: Project Team

- Composition of the Project Team.
- Resumes of members of the project team clearly indicating each member's years of experience in the provision of the Scope of Services; identification of the personnel's educational qualifications, professional affiliations, and the number of years with the firm.

Section 3: Proposed Work Plan and Schedule

- Provide a work plan and schedule to complete the assignment including the when and how consultation will be achieved with City staff and stakeholders.

Section 4: References

- Supply a list of 3 references for similar work conducted within the past five years. Provide the name, position, email address and telephone number for each reference:

Section 5: Fees

- Provide a fixed fee, not including disbursements or taxes, to complete the scope of work identified in this Request for Proposals.
- Provide a cost estimate for disbursements, if applicable, to complete the scope of work identified in this Request for Proposals with a breakdown of costs.
- All fees, rates and costs shall be expressed in Canadian Dollars and shall not be subject to increase due to international exchange rates.
- All fees, rates and quoted costs shall exclude taxes.

7.0 EVALUATION CRITERIA

7.1 Evaluation Team

An evaluation team will evaluate proposals. By responding to this RFP proponents agree to accept the recommendation of the Evaluation Team as to the successful proponent and acknowledge and agree that the City make the final decision.

7.2 Evaluation Criteria

The proposal, including references will be evaluated against the following criteria:

- | | |
|----------------------------------------------|-----------|
| • Understanding of The Project | 10 points |
| • Experience and Qualifications | 40 points |
| • Work Plan, Methodology, and Schedule | 10 points |
| • City's evaluation of value vs fee proposal | 40 points |

7.3 Interviews

The evaluation team may select up to three top ranked proponents for interviews. Alternatively, at the City's sole discretion, the City may by-pass the interview process if the top ranked firm clearly demonstrates its proposal is superior.