

THE CITY OF QUESNEL AND CARIBOO REGIONAL DISTRICT

REQUEST FOR PROPOSALS FEASIBILITY STUDY

for

AN INDOOR SPORT COURT FACILITY QUESNEL, B.C.

Closing Date and Time: **April 20, 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) and the Cariboo Regional District (CRD), hereinafter referred to as “the Owners,” are seeking a consultant to provide a feasibility report for the potential construction of an indoor court facility in the community of Quesnel.

In the past five years Quesnel has seen significant growth in the sport of pickleball and the City recently converted a number of underutilized tennis courts to accommodate pickleball. The Pickleball Club currently plays year round using community halls and school gymnasiums in the winter. There is a growing interest for a purpose-built multi-purpose indoor court facility that will accommodate the needs of pickleball, as well as other court sports such as tennis, badminton, and basketball, in addition to possible training and practice facilities for sports like golf and baseball.

It is also recognized that while an indoor court facility’s primary purpose would be to provide a venue for sport in the winter, the facility could also accommodate the need for an indoor venue in the summer should periods of extreme high temperature (such as the ‘heat dome’ event in 2021) or when area forest fires result in poor air quality making it difficult or unsafe to participate in many outdoor activities.

The feasibility study will:

- Determine whether or not there is a need for an indoor court facility in Quesnel;
- Identify the types of activities that would use an indoor court facility, what the projected use for the facility would be, and how these activities could be accommodated;
- Determine the most appropriate size and dimensions for an indoor court facility and recommend a building programme/conceptual design that will meet community needs, and budget;
- Review options for the type of construction/style of building for the proposed facility and recommend a preferred option (options should include air supported structures, pre-engineered structures, and conventional construction);
- Research and analyze potential locations for an indoor court facility in Quesnel and identify the advantages and disadvantages of at least three feasible locations. Recommend a preferred location based on the analysis.
- Provide an order of magnitude estimated construction cost for at least three of the most viable options;
- Propose a realistic and achievable financial plan to operate the facility.

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 6.0, Evaluation Criteria.

Submission of a proposal indicates acceptance by the respondent of all of the conditions contained in this Request for Proposal. The Owners 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 Owners through the selection process.

2.2 Closing Date and Time:

Submissions will be accepted until 2:00 PM, Local Time, **Wednesday, April 20, 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 Owner 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 Owners 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 Owners for a period of forty-five (45) calendar days from date of closing.

2.5 Rights Reserved by the Owners:

The Owners 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 Owners 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 Owners of any response, or by reason of any delay in the acceptance of the response.

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

The Owners 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 Owners, its elected or appointed officers and employees in relation to any other Contract for works or services or any matter arising from the Owner's exercise of its powers, duties or functions.

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

The Owners may accept or waive a minor and inconsequential irregularity where practicable to do so. The Owners 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 Owners.

3.0 INSURANCE AND INDEMNIFICATION

The successful proponent shall at its own expense obtain and maintain until the termination of the contract and provide the Owner 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 Owners 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, Owners' 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 Owner 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 Owner, its elected officials, agents and employees, from and against all loss or expense that may be incurred by the Owners, 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.

3.3 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 Owners.

3.4 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.

3.5 Personnel:

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

3.6 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.

3.7 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.

3.8 Relationship of the Parties:

The Proponent and the Owners 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.

3.9 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.

3.10 COVID-19 Proof of Vaccination:

To ensure a safe workplace, contractors are required to be fully vaccinated in accordance with the City of Quesnel's COVID-19 Vaccination Requirement Policy.

The successful proponent will be required to ensure that all staff comply with the City's COVID-19 Vaccination Policy. The successful proponent will be required to complete COVID-19 Vaccination Requirement Certification Form(s).

4.0 SCOPE OF SERVICES

4.1 Deliverables:

- Determine if there is a need for an indoor court facility in Quesnel, taking into consideration current and projected demographics, the economy, and demand and projected demand for court facilities, and the overall trends and best practices of other communities as they pertain to court sport activities.
- Determine the most appropriate size and dimensions for an indoor court facility and recommend a building programme and concept drawing that will meet community needs, and budget;
- Review options for the type of construction/style of building for the proposed facility and recommend a preferred option (options shall include air supported structures, pre-engineered structures, and conventional construction);
- Research and analyze potential locations for an indoor court facility in Quesnel and identify the advantages and disadvantages of at least three feasible locations. Recommend a preferred location based on the analysis.
- Provide an order of magnitude estimated construction cost for at least three of the most viable options;

- Propose a realistic and achievable financial plan to operate the facility.

4.2 Methodology:

- Research recently constructed indoor court facilities in other communities to determine best practices and to inform the recommendations made in this study.
- Identify and analyze current and emergent needs regarding indoor court facilities.
- Consult with City and CRD staff, user groups, other community stakeholders, and the community at large.
- Complete a final report to be provided in a digital file format acceptable to the Owners and make a formal presentation to the North Cariboo Joint Advisory Committee of the key recommendations and findings.

4.3 Budget:

- The Owners have allocated up to \$25,000 to undertake this project.

5.0 PROPOSAL SUBMISSIONS

5.1 General

The Owner 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 Owners 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.

5.2 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.

Section 2: Project Team

- A summary of the proponent's applicable experience and corporate history
- Composition of the Project Team. Identify all staff assigned to the project.

- Demonstration of senior personnel capability, capacity and experience in providing the full scope of services on comparable projects
- Confirmation of the individual that will serve as the Designated Project Lead
- 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 number of trips/days in Quesnel (if any) and when and how consultation will be achieved with the Owners, stakeholders, potential project partners, and the public at large.

Section 4: References

- Supply at least three 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 to complete the scope of work identified in this Request for Proposals with a breakdown of costs.
- Provide a complete list of disbursement charges that may/will apply to the project, including but not limited to, travel, accommodation, administration, handling fees/service charges.
- Provide hourly charge out rates for additional services by position for all team members assigned to the project.
- 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.

6.0 EVALUATION CRITERIA

6.1 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 Owners make the final decision.

6.2 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 20 points
- Owner's evaluation of value vs fee proposal 30 points

6.3 Interviews

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