



REGIONAL DISTRICT OF NANAIMO

REQUEST FOR PROPOSALS

DISTRICT 69 COMMUNITY RECREATION FACILITIES ACCESSIBILITY & SOCIAL INCLUSION AUDIT

The Regional District of Nanaimo (RDN) Recreation and Parks Department invites proposals for the consulting services for the conducting of an audit examining the universal accessibility of community owned facilities within the District 69 area. Including but not limited to physical access and service practices. The audit would be presented in report format outlining findings and recommendations.

Attached are the instructions to proponents and terms of reference that are to be used as the basis for all proposals.

The Regional District of Nanaimo appreciates all proposal responses; however, only short-listed or successful proponents will be contacted.

1.0 Submission Requirements

- 1.1 Proposals must be submitted in a sealed envelope clearly marked "**Proposal - District 69 Community Facilities Accessibility Audit**" addressed to Recreation and Parks, Regional District of Nanaimo, 830 West Island Highway, Parksville, BC V9P 2X4.
- 1.2 Proposals will be received at the Regional District of Nanaimo up to **Monday, November 6, 2017**.
- 1.3 Proposals received and not conforming to Items 1.1 and 1.2 above, will be returned (unopened) to Proponent(s) without consideration.
- 1.4 The Regional District of Nanaimo does not accept proposals received via facsimile machine or email.
- 1.5 Proposals, rather than tenders, have been requested in order to afford Proponents a more flexible opportunity to employ their expertise and innovation, and thereby satisfy the RDN's needs in a more cost-effective manner. Proposals should be based on these instructions and the attached Terms of Reference.
- 1.6 Any addenda to this Request for Proposal will be posted on the Regional District of Nanaimo's website located at <http://rdn.bc.ca/>. **It is the sole responsibility of the Proponent to make sure that they are in receipt of all addenda prior to the closing date.**
- 1.7 Your proposal should clearly show your complete company name, nearest location to the Regional District of Nanaimo, and name, email and telephone number of primary contact person(s).
- 1.8 All proposals submitted should include three (3) bound copies, (preferably duplex printed and bound in an 8½" x 11" format; please do not use three-ring binders or include a copy of the original request for proposal or addenda with your response).
- 1.9 All proposals submitted should also include a digital copy of their complete proposal in PDF format suitable for printing.
- 1.10 Responses may be withdrawn before the deadline upon written notice addressed to Hannah King, Superintendent Recreation Program Services at the above noted address. Notices of withdrawal may be faxed to 1-250-248-3294 or emailed to recparks@rdn.bc.ca
- 1.11 Responses withdrawn may be replaced by alternative responses providing written notice that an alternative proposal will be submitted (facsimiles and emails of notice will be accepted) if delivered to the Superintendent, Recreation Program Services at least twenty-four hours before the deadline for the closing noted herein.
- 1.12 No Proponents may withdraw their proposal for a period of 90 days after the actual date of closing.

- 1.13 After the closing date all proposals received by the Regional District of Nanaimo become the property of the Regional District of Nanaimo.
- 1.14 The Regional District of Nanaimo has no contractual obligation to any Proponent unless and until a negotiated agreement is approved by the Regional District of Nanaimo and is executed by the parties.

2.0 Definitions

- 2.1 The Regional District of Nanaimo is referred to as the “RDN”.
- 2.2 The entity submitting a proposal is referred to as the “Proponent”.
- 2.3 The successful Proponent is referred to as the “Vendor”.
- 2.4 “Contract” means the written agreement resulting from this Request for Proposal, in accordance with this Request for Proposal.

3.0 Confidentiality

- 3.1 The RDN recognizes the importance to Proponents that their ideas and strategies remain confidential; otherwise they may be reluctant to disclose such information. The RDN will endeavor to respect and protect the confidentiality of such information and will treat it as supplied in confidence within the meaning of section 21 of the *Freedom of Information and Protection of Privacy Act*.
- 3.2 The Vendor may be provided access to confidential information solely for the purpose of this contract. Any use of the information for purposes other than those stated is in contravention to this Contract and will result in cancellation of this Contract in addition to any other legal remedies available to the RDN.

4.0 Copyright or Ownership

- 4.1 All documents, reports, working papers or other materials submitted to the RDN shall become the sole and exclusive property of the RDN, in the public domain, and not the property of the Vendor. The RDN will have the exclusive rights to copy and use the material in connection with the implementation of this Contract and as reference material for future works at the RDN.

5.0 Proposed Duration of the Contract

- 5.1 The duration of the Contract resulting from this Request for Proposal will be determined following the review of proposals and is dependent on the RDN budget. The RDN reserves the right to modify or negotiate the duration of the Contract independently with any prospective.
- 5.2 It is anticipated that the Contract term will begin in November 2017.
- 5.3 The Contract will expire upon successful completion of deliverables estimated to occur February 2018.

6.0 Pricing

- 6.1 Fee Proposal should identify the fees as outlined in the Terms of Reference (which must include labour costs, expenses/disbursements, and software licensing and any other charges) **excluding applicable taxes**, so as to be the final cost to the RDN for the proposed services.
- 6.2 The activities or tasks listed in the attached Terms of Reference are minimum requirements to be undertaken. Proponents may also provide separate pricing on additional requirements they feel would benefit the RDN in meeting its goals.
- 6.3 All prices proposed should be in Canadian funds.
- 6.4 The RDN has allocated approximately \$10,000 for completion of the review, to include all fees, expenses, sub-contractors, consultation, etc. excluding applicable taxes.

7.0 Invoices

- 7.1 All invoices paid to the Vendor will be paid as per the RDN's standard payment terms – Net 30 Days.
- 7.2 All invoices should be submitted electronically

8.0 Insurance

- 8.1 The Vendor shall, without limiting its obligations or liabilities and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the RDN:
 - a) Commercial General Liability insurance in an amount not less than \$3,000,000 inclusive per occurrence against bodily injury and property damage;
 - b) Professional Liability (Errors and Omissions) in an amount not less than \$3,000,000 per occurrence with an annual aggregate amount not less than \$3,000,000.
- 8.2 All the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the RDN.

9.0 Indemnification

- 9.1 In carrying out these works the Vendor will act as an independent consultant. The Vendor must agree to keep the RDN indemnified against any and all claims, actions or demands that may be brought, made or arise in respect of anything done or omitted to be done by the Vendor or its' employees who shall be and remain at all times and for all purposes, the servants or employees of the Vendor, save and except to the extent that such claims, actions or demands arise from or relate to the negligence, wrongful act or omission of the RDN, or any of its officers or employees.

10.0 Safety

- 10.1 All materials delivered and services provided must be in accordance with all laws, regulations and requirements of WorkSafe BC and Occupational Health and Safety Legislation.

11.0 Conflict of Interest

- 11.1 Proponents must ensure that they are not in a position that may be perceived as a conflict of interest.

12.0 Limitations on the Vendor

- 12.1 The Vendor shall have no authority to enter into, incur, make, change, enlarge or modify any contract, liability or agreement, obligations, representations, guarantee, warranty or commitment on behalf of the RDN unless expressly requested to do so in writing by duly authorized representatives of the RDN in the performance of services.
- 12.2 The Vendor shall not hire or use the RDN's employees to perform any portion of the work or services required under the Contract including secretarial, clerical and other similar duties.

13.0 Compliance with Law

- 13.1 The Vendor shall comply with, and observe, all applicable laws and relevant building and workplace regulations of any federal, provincial or municipal government or authority applicable to the supply of the services.

14.0 Sub-Contractors/Consultants

- 14.1 Under no circumstances is the Vendor permitted to sub-contract, sub-consult or assign its obligations to another company or individual without prior written authorization from the RDN.

15.0 Dispute Resolution

- 15.1 In the event of a dispute between the RDN and the Vendor, both parties agree to appoint representatives who, in good faith, will use their best efforts to resolve the dispute.
- 15.2 Should the representatives be unable to promptly resolve the dispute, both parties shall agree to continue the work as required, being understood that neither party will jeopardize any claim that they may have.

16.0 Cancellation

- 16.1 The RDN reserves the right to cancel this Request for Proposal at any time and for any reason, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of that cancellation.
- 16.2 The RDN reserves the right to cancel the Contract resulting from the RFP, at its sole and absolute discretion, with 30 days' written notice to the Vendor, and the Vendor will have no rights or claims against the RDN. The Vendor will be entitled to be paid for all authorized work and expenses to termination date. Cancellation would not, in any manner whatsoever, limit the RDN's right to bring action against the Vendor for damages for breach of contract.

17.0 Proponents' Expenses

- 17.1 Proponents are solely responsible for their own expenses in preparing a proposal and for subsequent negotiations with the RDN, if any. If the RDN elects to reject all proposals, the RDN will not be liable to any Proponent for any claims, whether for costs or damages incurred by the Proponent in preparing the proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

18.0 Limitation of Damages

- 18.1 Without limiting the provision of the previous clause, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract or in respect of the competitive process, including any costs incurred by the Proponent in preparing its proposal and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.
- 18.2 Further to the preceding paragraph, the Proponent, by submitting a proposal, agrees that it will not claim damages, for whatever reason, relating to the Contract 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 and the Proponent, by submitting a proposal, waives any claim for loss of profits if no Contract is made with the Proponent.

19.0 Responsibility of Proponents

- 19.1 Each Proponent is responsible for informing themselves as to the contents and requirements of this proposal. Each Proponent is solely responsible to ensure that they have obtained and considered all information necessary to understand the requirements of the Request for Proposal and to prepare and submit their proposal. The RDN will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this Request for Proposal, or as a result of any misunderstanding or misinterpretation of the terms of the Request for Proposal on the part of any Proponent.

- 19.2 If a Proponent is in doubt as to the true meaning of any part of this Request for Proposal, or finds omissions, discrepancies or ambiguities, a request for interpretation or correction may be submitted to Hannah King via email to hking@rdn.bc.ca and, if deemed necessary by the RDN, an addendum will be posted at <http://rdn.bc.ca/>. This procedure also applies should the RDN, of its own accord, wish to expand or delete any part of this Request for Proposal.

20.0 Accuracy of Information

- 20.1 The RDN makes no representation or warranty, either expressed or implied, with respect to the accuracy or completeness of any information contained in or referred to in Request for Proposal.

21.0 Solicitation

- 21.1 If any director, officer, employee, agent or other representative of a Proponent makes any representation or solicitation to the Chairperson, any Director, officer or employee of the RDN with respect to the Proposal, whether before or after the submission of the Proposal, the RDN shall be entitled to reject the Proposal.

22.0 Publicity

- 22.1 All publicity relating to this project is subject to the approval of the RDN and no mention of the Project in advertising or articles in any publication will be permitted unless authorized in advance, in writing by the RDN. Publicity or advertising implying endorsement of a product by the RDN will not be permitted.
- 22.2 The Vendor shall not make any statement of fact or opinion regarding any aspect of the Request for Proposal or resulting Contract to the media or any member of the public without the prior written authorization of the RDN.

23.0 Evaluation Process

- 23.1 An evaluation committee made up of RDN staff will review proposal submissions. The RDN reserves the right to accept any or none of the proposals submitted and will evaluate proposals based on the best value offered to the RDN and not necessarily the lowest price.
- 23.2 Evaluation criteria included in Terms of Reference document following
- 23.3 The RDN reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.
- 23.4 The RDN reserves the right to conduct a pre-selection interview with Proponents. The purpose of the meeting would be to have the Proponent explain and clarify their proposal, so as to assist the evaluation team in evaluating each proposal.

- 23.5 The RDN further reserves the right to conduct post-selection meetings in order to correct, change or adapt the selected proposal to the wishes of the selection committee.
- 23.6 No assumptions should be made that information regarding the Proponent or its participants, their experience, expertise and performance on other projects is known, other than the documentation and responses submitted by the Proponent.
- 23.7 The Proponent acknowledges that the RDN shall have the right to reject any and all proposals for any reason or to accept any Proposal which the RDN in its sole unrestricted discretion deems most advantageous to itself. The Proponent acknowledges that the RDN may rely upon criteria which the RDN deems relevant even though such criteria may not have been disclosed to the Proponent. By submitting a proposal, the Proponent acknowledges the RDN's right under this clause and absolutely waives any right of action against the RDN for the RDN's failure to accept the Proponent's proposal.

24.0 Proposed Timetable

- 24.1 The timetable for the RFP selection process is anticipated to be as follows:

Proposal Submission Deadline	Monday, November 6
Presentations & Interviews (if required)	November 7-10
Evaluation Process Completion	Monday, November 13
Successful Proponent Notification	Tuesday, November 14
Estimated Contract Execution	Monday, November 20

- 24.2 **NOTE:** The RDN reserves the right to amend and/or change this schedule of RFP events, as it deems necessary.

25.0 Contract Award and Execution

- 25.1 The RDN reserves the right to enter into a Contract without further discussion of the proposal submitted based on the initial offers received. The RDN reserves the right to contract for all or a partial list of services offered in the proposal.
- 25.2 The RFP and proposal of the selected Proponent shall become part of any Contract initiated by the RDN. In no event should a Proponent submit its own standard contract terms and conditions as a response to this RFP.
- 25.3 If the Contract negotiation period exceeds ten (10) business days or if the selected Proponent fails to sign the final Contract within five (5) business days of delivery, the RDN may elect to cancel the award and award the Contract to the next-highest-ranked Proponent.

26.0 Enquiries

- 26.1 All enquiries regarding this Request for Proposal must be directed in writing to Hannah King, Superintendent Recreation Program Services or by email at recparks@rdn.bc.ca . All questions need to be received at least 5 (five) business days prior to the closing date.

- 26.2 Any verbal representations, promises, statements or advice made by employees of the RDN other than that offered through the office of the Superintendent Recreation Program Services should not be relied upon.

REGIONAL DISTRICT OF NANAIMO
DISTRICT 69 COMMUNITY RECREATION FACILITIES ACCESSABILITY & SOCIAL INCLUSION AUDIT
TERMS OF REFERENCE

PURPOSE

This audit of community owned recreation facilities (not just those owned/operated by the RDN) review is part of an overall goal of creating a collective approach that supports the goals of active communities. The submitted audit report will be a document that will be used to provide guidance, direction and recommendations to various operators of community owned facilities regarding issues of universal accessibility and social inclusion.

The report will be based on insight gathered by way of site visits, through comparative review and best practice research. The report will reference and link to other existing relevant planning documents and strategies. The report will provide comment, feedback and, if required, recommended alterations to the facilities and service practices as they relate to ensuring universal accessibility.

BACKGROUND

In August 2017 the RDN Recreation Department was awarded a BC Health Communities Grant. A part of the successful grant application included an initiative to work with community partners to address issues that impact access and inclusion in regards to physical activity.

DELIVERABLES

- A written document that includes the following:
 - audit findings of both physical and service practices in place at facilities that impact and/or enhance universal accessibility and social inclusion
 - a thorough review and presentation of best practice examples
 - a prioritized set of recommendations
- A presentation and group discussion with community facility partners to review the findings at audited facilities.

POTENTIAL FACILITIES TO BE AUDITED

*This list is not exhaustive. More facilities may be added and some may opt not to participate.

- Oceanside Place Arena
- Ravensong Aquatic Centre
- Qualicum Commons
- Craig Street Commons
- Parkville Community and Conference Centre
- Qualicum Beach Civic Centre

LEVEL OF EFFORT AND BUDGET

The RDN has allocated approximately \$10,000 for the completion of the review to include all fees, expenses, sub-contractors, consultation, etc. excluding applicable taxes.

EVALUATION

Proposals will be reviewed and evaluated by RDN staff and rated as follows:

Max. Score Criteria

10	Credentials and references
10	Experience is relevant and extensive
15	The draft work program presented reflects the objectives and deliverables
5	Presents an appropriate mix of team members and sub-consultants
10	Fee breakdown supports the work program presented & the total fee provides good value.
50	Total

Through the RFP process, Project Consultant proposals must outline a consultation process that adheres to the Regional District's Public Consultation Communication Framework Policy (A1-23).

- Will not direct or control the scope of the project.
- Will facilitate a broad range of input through a continuum of questioning from very general matters to very detailed issues.
- Will account for different stakeholder knowledge levels in regards to the delivery of Recreation services.
- Will obtain detailed and accurate input that will yield data that can be analyzed.

The Consultant's proposal is to include:

- Proposed methodology and table of contents for the overall project. A work program detailing stages, timing, and deliverables. This work program will detail all phases, including research, partner involvement and plan development.
- Information as to the qualifications, ability and past experience of the company with similar projects, including references of other similar projects the consultant has completed
- A list of the personnel who will work on the project, their individual experience and what their role will be.
- A list of sub-consultants, including their company and staff experience specifically related to their role.
- A schedule that includes the fee structure and the upper limits of the project cost. This fee structure must include an outline of fees for at least the following:
 - a) Sub-consultants
 - b) Audit and report costs
 - c) All Disbursements
 - d) Discussion facilitation
 - e) Hourly rate schedule of personnel assigned to the project and man-hour requirements for each
 - f) All applicable taxes
 - g) All other fees associated with the project

SCHEDULE

The following is the proposed schedule for the development of the Review:

Time Line

2017

October	RFP issued
November	Review and awarding of RFP
December/January	Audit of community facilities Research of best practices

2018

February	Completion of Report and presentation to community partners
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Note: The schedule may be revised based on timelines proposed by selected Project Consultant in consultation with the Recreation Department.