



Contract 5099 P

Design-Build Services for Minoru Park Sports Complex

1. Introduction

- 1.1 The City of Richmond (the “City”) proposes to engage the services of a company with experience in designing, sports fields and parking lot systems to provide ‘design - build’ services in the development of Minoru Park Sports Fields.
- 1.2 The objective of this Request for Proposal (“RFP”) is to provide the City with qualified Proponents capable of carrying out the work herein defined. The subsequent Proponent Submissions will form the basis for evaluation, potential interview and selection.

2. Definitions

- 2.1 Throughout this RFP the following definitions apply:
 - a) “City’s Designated Representatives” means the City’s employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - b) “City” means the municipal corporation, generally known as the City of Richmond in British Columbia, Canada;
 - c) “Closing Time” means the closing date, time, and place as set out in subsection 4.1 of this RFP;
 - d) “Consultant” means the individual, partnership, corporation or combination thereof, including joint venturers, who or which is awarded a Contract who enters into a written Contract with the City to perform and to oversee the Work.
 - e) “Contract Documents” means the purchase order, the Consultant’s Proposal, the RFP and such other documents as applicable, including the City’s purchase order all amendments or addenda agreed between the parties;

- f) “Contract” or “Agreement” means the agreement formed between the City and the Consultant as resulting from this RFP, executed by the City and the Consultant and evidenced
- g) “G.S.T.” means the Goods and Services tax administered under the Excise Tax Act (Canada) and any successor tax or levy therefor in force from time-to-time;
- h) “Lead Proponent” is the Proponent whose Proposal, as determined through the evaluation criteria described in this RFP, provides the best overall value in meeting the requirements of the RFP, and with whom a Contract will be considered;
- i) “Project” means the scope of Work and Requirements described in this RFP;
- j) “Proponent” means an individual partnership, corporation or combination thereof, including joint venturers or a company that submits, or intends to submit, a Proposal in response to this RFP;
- k) “Proposal” or “Submission” means a proposal submitted by a Proponent in response to this RFP;
- l) “Requirements” means all of the specifications, requirements and services set out in the RFP that describes the general requirements that the goods, materials, equipment and services must meet and the Successful Proponent must provide;
- m) “Response” means the same as “Proposal” or “Submission”;
- n) “RFP” or “Request for Proposals” means this request for proposals, inclusive of all appendices and any addenda that may be issued by the City;
- o) “Services” means the same as “Work”;
- p) “Successful Proponent” means the same as “Consultant” and;
- q) “Work” or “Works” means the provision of all labour, services, materials, equipment, and any other necessary items and actions for the Successful Proponent to complete and perform its obligations in accordance with the Requirements and terms and conditions of the Contract.

3. Key Dates

- 3.1 In order to assist Proponents, following are the key target dates and Events with respect to this RFP process. Such dates are not guaranteed and may change based upon circumstances.

1. RFP issued	January 29th , 2014
2. Inquiries received up to	February 10th , 2014
3. Closing Date for submission of Proposals	February 19th , 2014
4. Evaluation/Award	Week of February 24 , 2014

4. Submission Details

- 4.1 3 (three) hard copies, and 1 (one) electronic copy (on a CD ROM or memory stick) of Proposals marked “**5099P – Design Build Services for Minoru Park Sports Fields**” and addressed to the Purchasing Section, will be received at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, **12:00 noon local time Wednesday, February 19th, 2014.**
- 4.2 Submissions received after this time may, at the City’s discretion, be returned to the sender unopened.
- 4.3 Hard copy and electronic copy submissions should be identical to each other and in the same file format (i.e. Excel, word).
- 4.4 Proposals should be submitted in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.5 Amendments to a Proposal may be submitted if delivered in writing prior to the Closing Time in a sealed envelope or package, marked with the Proponent’s name and the RFP title and number.
- 4.6 Proposals already delivered to the City may be withdrawn by written notice only, provided such notice is received at the Purchasing Services office prior to the Closing Time.
- 4.7 Any and all costs associated with the preparation and submission of the Proposal, including any costs incurred by the Proponent after the Closing Time, will be borne solely by the Proponent.

- 4.8 By submitting a Proposal, the Proponent acknowledges and agrees that the City will not be responsible for any costs, expenses, losses, damages (including damages for loss of anticipated profit) or liabilities incurred by the Proponent as a result of or arising out of submitting a Proposal for the proposed Contract, or due to the City's acceptance or non-acceptance of their Proposal or any breach by the City of the bid contract between the City and each of the Proponents or arising out of any contract award not made in accordance with the express or implied terms of the Proposal documents.

5. Enquiries and Addenda

- 5.1 Clarification of terms and conditions of the RFP document and RFP process and all other inquiries shall be directed to:

Sharon Bentley
Buyer II
Purchasing Section
City of Richmond

mail: purchasing@richmond.ca

- 5.2 The City, its agents and employees shall not be responsible for any information given by way of oral or verbal communication.
- 5.3 The City will only respond to questions that are submitted in writing. Any questions that are received and answered by City Staff that affect the RFP process, any interpretation of, additions to, deletions from, or any other corrections to the RFP document, may be issued as written addenda by the City. It is the sole responsibility of potential Proponents to check the following websites to ensure that all available information has been received prior to submitting a Proposal:
- a) City: <http://www.richmond.ca/busdev/tenders.htm>
 - b) BC Bid: <http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En>
- 5.4 The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 5.5 The deadline for inquiries for this RFP is **12:00 noon, local time on February 10th, 2014**. The City reserves the right not to respond to inquiries received after this deadline.
- 5.6 Each addendum will be incorporated into and become part of the RFP document. No amendment of any kind to the RFP is effective unless it is contained in a written addendum issued by the City's Purchasing Section.

6. Pre-Bid Meeting

- 6.1 **Note:** There will NOT be a pre-bid meeting conducted for this project. Proponents are encouraged to visit the site to familiarise themselves with the park and its surroundings.

7. Project Background

- 7.1 On June 24, 2013 Richmond's City Council approved the construction of a new Aquatics and Older Adults Centre at Minoru Park. The location of these new facilities will displace the existing sports fields to a new location at the park site complete with additional parking and circulation paths. Minoru Park is located at the 7100 block of Granville Avenue (East of Gilbert Road).

8. Project Objectives

The City invites RFP for the design build construction work (the "Works") of the Supply and Installation of a Sports Field Complex at Minoru Park.

The Work generally includes, but is not limited to:

- 8.1 The Design Build of 2 (two) sports field systems at **Minoru Park** located at 7191 Granville Avenue complete with lighting, parking, pathways, landscaping, and field amenities. The sports fields shall be designed to accommodate an infill artificial turf playing surface system (**supply and installation of the infill artificial turf playing surface system by others**).
- 8.2 All Works in the design build contract shall be completed by August 1st, 2014 in time for the installation of the artificial turf playing field surface system (**supply and installation of the infill artificial turf playing surface system by others**) with the exception of the chainlink wiremesh fencing components which are to be completed by **September 30th, 2014**.
- 8.3 The supply and installation of the synthetic sports field playing surface systems must be completed in time for the Fall 2014 sports season opening on **October 1st, 2014**. The total area required for an in-filled artificial turf playing field surface system from both sites could be designed up to 17,526 square metres (188,700 sq. ft).
- 8.4 Field 1 (known as **Minoru 2**) shall be a combination sports field for the use of a full size soccer, field hockey, and field lacrosse play. [approx. field size is 7526 square metres (81,009 sq. ft) that includes a 3.0 metre concrete perimeter buffer.
- 8.5 Field 2 (known as **Minoru 3 / La Trace**) shall be a combination full size soccer and baseball diamond sports field that includes the baseball infield completely

separated from the soccer field area. Field size area for the baseball and soccer combination field may be up to 16,900 sq metres.

9. Scope of Services and Consultant Duties

GENERAL

- 9.1 The scope of work includes all labour, material, equipment, transportation and services to design, supply and install a complete new vertical draining sports fields for an infill artificial turf playing field surface (**playing surface to be installed by others**) including drainage, sub-base & base development for the sports fields, concrete perimeter pathways around the sports fields, sports field lighting, concrete & asphalt pathways and spectator gathering and seating areas, geotechnical and material testing, landscaping, fencing , parking lot design & construction (with lighting) as per the schematic plan and specifications herein. Works to include the demolition, removal, relocation, disposal and excavation of existing structures such as the baseball backstop, fencing, asphalt and concrete, pathway lighting and any related items, components & structures that would interfere or impede with the construction of the new sports fields and its amenities.
- 9.2 Planning, design, survey and detail construction drawings, plans and specifications of all works from the Proponent shall be completed by a registered professional engineering and landscape architectural firm experienced with sports field development and municipal park development. This would include sports field lighting design, geotechnical material and base development testing, chainlink fencing, concrete and asphalt construction, transportation planning & parking lot construction, pathway connections and lighting, landscaping and tree planting.
- 9.1 Include a project methodology that describes how the proponent expects to fulfil the City's expectations for this project. As part of the design – build process the proponent will be expected to provide preliminary design ideas for review by City Staff, leading to a final approved layout which will form the basis for the working drawings and specifications. The proponent should allow for a minimum of 5 meetings as noted below, and include a draft project schedule with milestones clearly identified:
- Meeting 1 - Discuss project design goals, objectives and construction methods
 - Meeting 2 - Review preliminary field and landscape layout and design proposal(s)
 - Meeting 3 - 50% Design review of the working drawings and specifications

- Meeting 4 - 90% Design review of the working drawings and specifications
 - Meeting 5 - Final Design review for construction
- 9.2 **All Works to be completed shall be coordinated with the artificial playing surface Contractor (to be determined after the Request for Proposal separate contract tender process).**
- 9.3 Sports Field Lighting equipment shall be from Musco Lighting Systems in order to be compatible with the existing sports lighting systems within the City's park sites. This would include the installation of the Control Link System option from Musco Lighting. The Proponent, its electrical engineering consultants & contractors shall work with Musco Lighting to plan, design, prepare, supply and install an integrated sports field lighting system to accommodate the sports field design and its individual sports use. Both Minoru 2 & Minoru 3 sports fields shall achieve illumination levels of 300 LUX minimum and 500 LUX within the baseball in-field area. The new sports lighting system is to be connected to the City's electrical distribution room (location to be determined) in the Park; and if required, the expansion or increase of the main power supply to accommodate the new sports fields parking lot and pathway lighting requirements.
- 9.4 A perimeter concrete curb, spectators viewing areas for bleachers, players benches & dugouts, and pathways shall be designed and constructed around the sportsfields and connections are to be made to existing pathways within the park site. The use of creative hard and soft landscaping elements to enhance the character of this iconic park site is essential. Primary pedestrian pathways are to be a minimum of 4 metres in width and secondary pathways are to be a minimum of 2 metres in width.
- 9.5 The design, supply and installation of a parking lot complete with lighting to accommodate a minimum of 65 standard size (2.6m wide) parking stalls, entrance and exit driveway(s), 2 (two) handicap accessible stalls, and storm drainage connections into the City's storm sewer system. The design shall be consulted by Transportation & Engineering Planning personnel to provide a Traffic Impact Analysis to ensure vehicle parking and flow, intersection, and driveway design principles and practices are met with current standards and codes.
- 9.6 It is required that a Landscape Architect be part of the design team and provide the following services:
- a) Develop an overall concept plan for City Staff review that looks at providing well designed and articulated public spaces and circulation pathways to support the new sports complex functions while ensuring it is well integrated with other amenities in the park.

- b) Integrate universal design, public art, special surface treatments, resting areas, cycling facilities and landscaping.
 - c) Provide a plan describing and detailing the key spaces, circulation pathways, public art opportunities and landscaping that can be achieved within the existing budget and items that could be phased in future years and budgets. It is expected as part of this project that an integrated pathway system to access the sports complex and to ensure ease of movement through the park from Gilbert Road to Minoru civic precinct be constructed.
 - d) Preparation of planting plans and construction drawings for the pathways, public gathering spaces and landscaping including potential tree replacement to be installed as part of this project.
 - e) Coordinate the design works with the City’s Minoru Major Facility’s consultants for the design of the overall Public Realm planning process. This will include coordination and integration with the City’s building development planning & design process of the Major Aquatics and Older Adults Centre.
- 9.7 The existing baseball diamond sports field was constructed over a sand-cell base that includes a drainage system. The proposed new sports field may be able to utilize the existing sand-cell base & drainage. Testing of the sand, aggregates, and drainage system would be required to confirm its integrity for an infill artificial turf sports field development.
- 9.8 Given the amount of rainfall that Richmond experiences, the drainage requirements of the new sports fields’ sub-base and base construction must accommodate the specifications of an infill artificial turf. Specialty aggregates designed specifically for the use of an infill artificial turf base must be used for the sports field’s base preparation.
- 9.9 The recommended methodology for the supply and installation of the perimeter chainlink fencing for the sports fields is to install steel plates integrated as part of the construction of the perimeter concrete curb. Upon completion of the concrete perimeter and the infill artificial turf system, the remaining components such as the posts, rails and mesh would be secured. This would allow for efficiency with the installation of the artificial turf playing system.
- a) Chainlink fencing sleeves and/or steel plates integrated into the perimeter concrete curb of the sports fields are to be provided by the Proponent at every 3 metre intervals or less. The concrete perimeter curbing foundation, sleeves and/or plates shall be designed and installed to accommodate the various perimeter fencing height requirements.

- b) Perimeter fencing will vary between 1.2 metre (4 foot) high along the sides and 4.88 metres (16 foot) high behind the soccer goal areas, and 9.144 metres (30 foot) for the baseball backstop fencing sections.
 - c) All chainlink wiremesh fencing shall conform to the City Fencing specifications and drawings. All fencing shall be galvanized schedule 40 welded construction with top and bottom rails, 6 gauge black vinyl coated wiremesh. The chainlink mesh shall be of continued width without splices up to the 3.66 metres (12-0) high fencing sections. Rails are to be installed at every 1.22 metres (4'-0) high intervals complete with 9 gauge vinyl coated steel ties at every diamond mesh (for the first and second rails). All fencing sections above the 1.22 metres (4'-0') high are to have ties at every 30 cm (12 inches) to secure the chainlink wiremesh to the rails. Posts and rails are to be powder coated black (typical).
- 9.10 The provision of a list of the skilled workers to be used on this project who must have worked on at least two previous installations for the Proponent, a list of Sub-Contractors and/or product suppliers to be used on the project, product samples, a manufacturer's materials safety data sheet, and a maintenance manual.
- 9.11 Obtaining all necessary permits, plus payment of all costs involved, including, but not exclusive to, licenses, taxes, and labour documents.
- 9.12 Review and acceptance or certification of all sub-base and base construction of the sports fields from a geotechnical engineer including drainage, specialty permeable aggregate/granular base for the installation of an artificial turf sports playing surface, drainage requirements, compaction, permeability and warranty implementation.
- 9.13 Accurate surveying and layout of the specified work program, including the sports fields, sports field lighting, fencing, parking lot, and pathway construction. The field dimensions and layout must be verified by the Proponent on site prior to shipping materials.
- 9.14 The provision of product test results as detailed herein.
- 9.15 The provision of all appropriate maintenance and repair manuals and warranty packages to the City.
- 9.16 The provision of insurance as required in the General Conditions of Contract.
- 9.17 The Proponent and their subcontractor(s) shall hold the City harmless from infringement of any current or future patent issued for the design, materials, installation methods and vertical drainage characteristics.

- 9.18 The Proponent and their subcontractor(s) shall have a detail traffic management plan in place during construction operations. Minoru Park is a highly-used public facility with consistent pedestrian and vehicle flow thru-out the park.
- 9.19 Construction fencing shall be supplied and secured around the perimeter of the Works and the staging area required for storing equipment and materials.
- 9.20 Tree protection fencing shall be installed at all locations directly adjacent to the construction “Works” perimeter, service road, and staging areas.

10. Deliverables

- 10.1 Project scheduling.
- 10.2 Planning & Design Documents and Drawings for City review and approval.
- 10.3 Detail Construction Drawings for review and approval
- 10.4 Site Survey & Layout Plan
- 10.5 Demolition Plan
- 10.6 Traffic Impact Analysis Management Plan
- 10.7 Demolition and Site Preparation
- 10.8 Construction safety fencing and staging preparations
- 10.9 Construction Operations Review (weekly meetings during construction)
- 10.10 Design, Supply and Installation of the “Works”
- 10.11 Clean up operations

11. Project Timeline

- 11.1 **The “Works” are to be completed by August 1st, 2014.** (with the exception of the chainlink wiremesh fencing components which are to be completed by **September 30th, 2014.**

12. Project Budget

- 12.1 The Project budget is **\$3.75 Million** in Canadian funds, including all applicable taxes.

13. City Provided Items

- 13.1 For the Consultant to complete the Requirements, the City will provide the Consultant with the following:
- a) Digital topographic survey area of Minoru Park.
 - b) Geotechnical report of the existing ground conditions (will be made available by February 21st, 2014)
 - c) Existing utilities and services plans of the subject area
 - d) Schematic Plan of the sports fields layout and parking area
 - e) Specifications for the City's Parks Drainage, and Chainlink Wiremesh Fencing
- 13.2 Any and all expenses, including travel or per diem as and when required by the Successful Proponent to carry out its obligations under the Contract shall be at the Successful Proponent's expense.

14. Submission Format

- 14.1 Responses submitted should adhere to the following structure - including section title and order as indicated below:

SECTION A: Cover Letter and Executive Summary

- a) This covering letter referencing the RFP number and title should clearly state the Proponent's understanding of the services to be provided. The letter should include the name(s) of the person(s) who will be authorized to make representations for the Proponent, their title(s) and telephone number(s) and email address. The cover letter should be signed by an authorized signatory in a position to legally bind the Proponent to statements made in response to this RFP.

SECTION B: Table of Contents

- a) The Table of Contents should reference the applicable section, sub-section and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.

SECTION C: Experience, Reputation, Capacity, Team Composition and Resources

- b) Provide sufficient information that demonstrates the Proponent's experience, reputation, capacity, and availability of resources, including the ability to meet Requirements of this RFP, qualifications and competencies, track record, references of current and former clients for types of services described in this RFP.
- c) Provide sufficient information about your company that includes, but is not limited to the following:

Part 1: Should include the following information:

- i. Contact information, including name, title, address, e-mail, telephone number and facsimile numbers.
- ii. Any other name(s) Proponent is, or has, been doing business under.
- iii. Location of head office and subsidiary offices, as applicable; number of employees;
- iv. A corporate profile of the Proponent's firm outlining its history, philosophy and target market;
- v. A detailed listing, with descriptions, of successfully completed projects that demonstrate the Proponent's experience with providing the types of services required by this RFP;
- vi. Detailed information of the Proponent's years of relevant experience in providing the services required by this RFP;
- vii. Team Composition – provide a complete listing of all resources who will be assigned to this project. Resources should be identified as follows:
 - 1. A list of all personnel assigned to this project:
 - a. A brief resume identifying each individual's qualifications and experience.
 - b. Number of years each individual has worked for the company and specific projects worked on.
 - 2. A description of available support staff and firm resources.
 - 3. Confirmation of the availability of the key staff during the required time frame.
 - 4. Completion of Appendix Two- *List of Subcontractors*, providing the City a list of subcontractors that the Proponent intends to use to help the Proponent provide the Services if it is awarded the Contract by the City.

Part 2: Additional Information

- i. In this section, Proponents may provide any additional comments about their experience, capacity, and resources which they feel would be informative and beneficial to the City.

Part 3: References

- i. Proponents should provide a list of former and current references for all customers for whom the Proponent has provided the similar services required in this RFP, with an emphasis on local municipalities, for the past 5 (five) years (list all). Proponents should include a brief ½ page summary of the services provided, and the date of services. Include the organization name and address, telephone, and email address of primary contact. The City may, during the evaluation process, contact the references to confirm statements made in response to this RFP.

SECTION D: TECHNICAL INFORMATION

- a) In this section Proponents should provide:

Part 1: Methodology, Work Plan and Schedule

- i. In this section, provide a specific timetable, milestones, meetings and detailed work plan for the Services as outlined in the Project Brief, including timelines for completion of specific tasks, time requirements and identification of specific deliverables.
- ii. List the City's staff, and time requirements of each that would be required to participate during the performance of the Services.
- iii. A short narrative (no more than two pages) that illustrates the Proponent's understanding of the Project (including background, objectives and scope), the Requirements, Project deliverables and Project objectives and how these will be achieved by the Proponent's methodology;
- iv. A methodology that describes the key elements of the approach that would be employed by the Proponent in undertaking this Project for the City as outlined in this RFP. Step by step procedures, documentation and a schedule of activities which indicate how it proposes to meet these needs should also be provided. This methodology should also include information explaining each project task, including what will be expected of both the Consultant and the City with respect to each task, and how

the tasks achieve the project objectives/outcomes. This section should be clearly laid out, with each task succinctly described, and deliverables/outcome associated with each task identified.

- v. A detailed Project schedule of all activities, including milestones, project meetings, interim reports and progress reports required for this Project.
- vi. A detailed description of Project deliverables that will be provided to the City.

Part 2: Applicable Standards

- i. Proponents should reference all applicable standards to be used in determining and completing their methodologies. If there are any standards specific to the Proponent's firms (not required by applicable industry standards) that will be applied during the performance of the services, then these should be specified in the Proposals as they will need to be considered by the City.

SECTION E: PROPOSED FEES FOR METHODOLOGY

- a) Appendix One – Fee Schedule should be submitted in the format included with this RFP and shall represent the total fees to complete the Project including expenses and disbursements
- b) Additionally, in this section Proponents should provide pricing, payment options and cost saving strategies to the City, including:
- c) Provide a separate detailed listing of anticipated disbursements and expenses.
- d) Confirm that all invoices will be in Canadian Funds;
- e) Please include any cost saving strategies that will benefit the City.

SECTION F: WORKSAFE, INSURANCE(S), BUSINESS LICENSE

- a) In this section Proponents should provide:
 - i. Confirmation of WorkSafe BC coverage. Proponents not already having the WorkSafe appropriate coverage will be required to obtain the appropriate coverage prior to Contract award.
 - ii. Confirmation of Required Insurance (See section 9.1 of http://www.richmond.ca/_shared/assets/General_Conditions_for_Consulting_Services_Provided_to_the_City28608.pdf)

- iii. The Successful Proponent will be required to carry the appropriate insurance coverage amounts prior to Contract award.

15. Evaluation of Proposals

- 15.1 All Proposals will be evaluated for their compliance and suitability with respect to the requirements of the City by a committee composed of City staff or designates, which may include 3rd party consultants.
- 15.2 The City will review the Proposals submitted to determine whether, in the City's opinion, Proponents have demonstrated the required experience and qualifications to fulfill the obligations of the services identified in this RFP.
- 15.3 The City, in its sole discretion, may conduct any inquiries, clarifications or investigations on any or all of the Proposals, without having any duty or obligation to do so for all, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Proponent's clients regarding any financial and experience issues.
- 15.4 Proposals will be evaluated on the basis of the overall best value to City based on experience, quality, service, and any other criteria set out herein including, but not limited to:
 - a) Understanding of project objectives/outcomes and vision;
 - b) Quality of proposed methodology, work plan and schedule (including time and resource impact to City staff);
 - c) Capacity of the firm to complete the Work, company reputation and resources; experience and qualifications of those staff to be assigned to the Work. In addition, the City will place consideration on the Proponent's:
 - 15.4.c.1 Business and areas of expertise that demonstrate the required skills and experience necessary to complete the Works;
 - 15.4.c.2 Ideas related to the form and character of the sports fields & surrounding area of the Park's experiences
 - 15.4.c.3 Quality of the proposed "Works";
 - 15.4.c.4 Schedule and strategy for sequencing of the "Works" to complete the project within the City's stated schedule as per Section 11– Project Timeline;

- 15.4.c.5 Innovation and or Value Added as it relates to overall design.
 - 15.4.c.6 Ability to communicate and work effectively with the City;
 - 15.4.c.7 Clarity and brevity of the Proposal.
 - 15.4.c.8 Sustainable Practices for the design, maintenance and construction of the Works
- d) Preference may be given to Submissions offering innovative methodology, those that require the least impact to City resources, and environmentally beneficial goods or services.
- 15.5 Proponents may be interviewed by the City. Each Proponent should be prepared to demonstrate or otherwise substantiate any areas of the Response, its own qualifications for services required, and any other area of interest relative to its Response.
- 15.6 Reference checks may also be conducted by the City.
- 15.7 Prior to Contract award, the Proponent may be required to demonstrate financial stability. As such, the Proponent may be required to provide annual financial reports or a set of financial statements prepared by an accountant and covering the last 2 (two) fiscal years.
- 15.8 Preference may be given to Proposals offering innovative concepts, those that require least impact to the City resources, and environmentally beneficial products or services.
- 15.9 The City may, prior to Contract award, negotiate changes to the scope of the Work, the materials, the Requirements or any conditions with any one or more of the Proponents without having any duty or obligation to advise any other Proponents or to allow them to vary their prices as a result of changes to the scope of Work, the materials, the Specifications, or any conditions, and the City shall have no liability to any other Proponent as a result of such negotiations or modifications.

16. RFP Process

- 16.1 This RFP is not an agreement to purchase goods or services. The City is not obligated to select a Proponent or to proceed to negotiations for a Contract, or to award any Contract. As such, the City reserves the right to unilaterally take the following actions, and shall not be liable for any such actions:

- a) accept a Proposal that deviates from the Requirements, Specifications or the conditions specified in this Proposal;
- b) accept a Proposal which is not the lowest cost Proposal;
- c) accept all or any part of a Proposal;
- d) amend the scope and description of the products and services to be procured as described in this RFP, and the qualifications that may be required to meet those requirements;
- e) assess the ability of the Proponent to perform the Contract and reject any Proposal where, in the City's sole estimation, the personnel and/or resources of the Proponent are deemed insufficient;
- f) cancel the RFP process and recommence in respect of the same RFP with the same or an amended set of documents, information and requirements;
- g) cancel the RFP process at any time and reject all submissions;
- h) not accept any Proposal in response to this RFP;
- i) reject a Proposal even if it is the only Proposal received by the City;
- j) reject any and all Proposals, including without limitation the lowest priced Proposal, even if the lowest priced Proposal conforms in all aspects with the RFP;
- k) reject or accept any or all Proposals at any time prior to execution of a Contract;
- l) reject Proposals which are incomplete, conditional or obscure or erasures or alterations of any kind, or
- m) split the Requirements between one or more Proponents.

16.2 The Proponent acknowledges and agrees that any RFP is in no way whatsoever an offer to enter into an agreement and submission of a Request of Proposal by any Proponent does not in any way whatsoever create a binding agreement. The Proponent acknowledges that the City has no contractual obligations whatsoever arising out of the RFP process.

17. Negotiations

17.1 The award of the contract may be subject to negotiations with the Lead Proponent. Such negotiations include, but are not limited to, the following:

- a) changes or work refinements in the service requirements or scope of work proposed by the Lead Proponent;

- b) specific contract details as deemed reasonable for negotiation by the City; and,
 - c) structure of the Consultant team and participants
- 17.2 If a written contract cannot be negotiated within 30 (thirty) days of notification to the Lead Proponent, the City may, at its discretion at any time thereafter, terminate negotiations with the Lead Proponent and either enters into negotiations with the next qualified Proponent or cancel the RFP process and not enter into a contract with any Proponent.

18. Working Agreement

- 18.1 The Successful Proponent will enter into a *CCDC 14 – 2000 DESIGN-BUILD STIPULATED PRICE CONTRACT* for design-build services with the City based upon the information contained in this RFP and the Successful Proponent's Submission and any negotiated modifications thereto.

19. Award of Contract

- 19.1 Award of a Contract is contingent on the contract award being made by the appropriate City authority.
- 19.2 No Contract will be formed, with any Proponent, until the Contract terms have been successfully negotiated between both parties (the City and the Successful Proponent). The City is not obligated to any Proponent in any manner until a purchase order is issued and an agreement has been signed by an authorized person to sign on behalf of the City.
- 19.3 The City's purchase order, the Proposal, the RFP and such other documents including all amendments or addenda, shall form the basis for the Contract between the Consultant and the City. In the event of a conflict between any of the Contract Documents, the following documents will take precedence and govern over each other in the following order of priority from highest to lowest:
- a) The City's purchase order including the standard purchase order terms and conditions;
 - b) Or any mutually agreed to amendments between the Proponent and the City;
 - c) The Proposal; and
 - d) The RFP and any subsequent addenda.
- 19.4 Where the head office of the Successful Proponent is located within the City and/or where the Successful Proponent is required to perform the Service at a site

located within the City, the Successful Proponent should have a valid City business license prior to Contract execution.

- 19.5 The City is not under any obligation to award a Contract and may elect to terminate this RFP at anytime.

20. Publication of the Results of this Request for Proposal

- 20.1 The City will publish the name of the successful Proponent on the websites listed in section 5.3. No other notices will be issued by the City. Proponents shall visit these websites to obtain the results of this RFP.

21. General Terms of this RFP

- 21.1 All Proposals shall remain open for a minimum of 60 (sixty) days after the Closing Time, whether or not another Proposal has been accepted.
- 21.2 The City reserves the right to cancel this RFP for any reason without any liability to any Proponent or to waive irregularities at its own discretion.
- 21.3 Except as expressly and specifically permitted in these instructions, no Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, and by submitting a proposal each proponent shall be deemed to have agreed that it has no claim.
- 21.4 Proponents are advised that the City will not necessarily accept any Proposal and the City reserves the right to reject any or all Proposals at any time without further explanation or to accept any Proposal considered advantageous to the City.
- 21.5 A Proposal which contains an error, omission, or misstatement, which contains qualifying conditions, which does not fully address all the requirements of this RFP, or which otherwise fails to conform to the requirements in this RFP, including the Proposal format and content requirements, may be rejected in whole or in part by the City at its sole discretion.
- 21.6 Notwithstanding the foregoing or any other provision of this RFP, the City may in its sole discretion elect to retain for consideration Proposals which deviate either materially from the Proposal Format and Content Requirements set out in hereto or which otherwise fail to conform to any other requirement of this RFP.
- 21.7 The City may waive any non-compliance with the RFP, specifications, or any conditions of anything required by the RFP and may, at its sole discretion, elect to retain for consideration Proposals which are non-conforming, which do not contain the content or form required by the RFP or because they have not complied with the process for submission set out herein.

- 21.8 The City may choose, at its sole discretion, to proceed with all of the components of the Work, none of the components or selected components of the Work.
- 21.9 All Proposals will remain confidential, subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia.

22. Ownership of Proposals

- 22.1 All Proposals submitted, other than any Proposal withdrawn prior to the opening of Proposals or any late Proposals, become the property of City and will not be returned to Proponents.

23. Conflict of Interest

- 23.1 Proponents shall disclose any potential conflicts of interest and existing business relationships they may have with the City, its elected or appointed officials or employees. The City may rely on such disclosure. The City may reject a Proposal from any Proponent that the City judges would be in a conflict of interest if the Proponent is awarded a Contract. Failure to disclose, or provide false or insufficient disclosure of the nature and extent of any relationship the Proponent may have with any employee, officer or director of the City shall be grounds for immediate termination of any Contract with the City, in the City's sole discretion, without further liability of notice.
- 23.2 By submitting a Proposal, the Proponent warrants that neither it nor any of its officers or directors, or any employee with authority to bind the Proponent, has any financial or personal relationship or affiliation with any elected official or employee of the City or their immediate families which might in any way be seen by the City to create a conflict.

24. Confidentiality

- 24.1 Information about the City obtained by Proponents must not be disclosed unless prior written authorization is obtained from the City.
- 24.2 The Consultant agrees that this obligation of confidentiality will survive the termination of the Contract between the Consultant and the City.

25. No Lobbying

- 25.1 From the date on which this RFP is issued until the RFP process is terminated, Proponents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly,

about the RFP or the Project except via the designated Contact Person in Section 5.1.

26. Information Disclaimer

- 26.1 The City, including its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors are not liable or responsible for any verbal or written information, or any advice, or any errors or omissions, which may be contained in this RFP or otherwise provided to any Proponent pursuant to this RFP.
- 26.2 The Proponent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this RFP is provisional and will be superseded by other agreement documents.
- 26.3 The City makes no representation, warranty, or undertaking of with respect to this RFP and the City, its Designated Representatives and its directors, officers, employees, agents, Consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this RFP or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.
- 26.4 While the City has made 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 the Proponent and is not necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions in respect of the matters addressed in the RFP.

27. Freedom of Information and Protection of Privacy Act (BC)

- 27.1 Proponents should note that the City is subject to the Freedom of Information and Protection of Privacy Act (*British Columbia*), which imposes significant obligations on the City's Consultants to protect all personal information acquired from the City in the course of providing any service to the City.

28. Bid Bond

- 28.1 All Bidders are to include a Bid Bond on a form approved by the Insurance Bureau of Canada, all issued by a Surety Company(s) licensed to conduct business in the Province of British Columbia. The Bid Bond shall be in an amount not less than 10% (ten) percent of the TOTAL QUOTED AMOUNT. Bidders may submit a Bid Deposit, in the form of a certified cheque, in an amount

not less than 10% (ten) percent of TOTAL QUOTED AMOUNT drawn up in the name of the Owner, in lieu of a Bid Bond.

29. Insurance

- 29.1 The contractor will be required to Indemnify and Insure the City as shown in the General Conditions of the Contract.
- 29.2 Bidders shall have the Undertaking of Liability Insurance Form Letter L1-1 within the document completed and submitted with their RFP.
- 29.3 All policies and certificates shall be submitted to the Purchasing Section before a contract is issued to carry out the work.
- 29.4 All bids shall be accompanied by an Undertaking of Surety, an Undertaking of Liability Insurance,

Undertaking of Liability Insurance

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

Dear Sirs:

We, the undersigned (insert insurance company's name) _____ do hereby undertake and agree to insure the Contractor in the amount of \$5,000,000.00 as outlined in the attached "General Conditions of the Contract" and agree to:

- a. Name the City of Richmond, its officers, officials, agents, and employees as additional insured in connection with the work being proposed by the Contractor.
- b. State that such policy applies to each insured in the same manner and to the same extent as if separate policy had been issued to each insured named in the policy.
- c. State that the policy cannot be cancelled, lapsed, or materially changed without at least 30 days written notice of cancellation delivered to the City Clerk of the City of Richmond at 6911 No. 3 Road, Richmond, BC V6Y 2C1.
- d. State that coverage provided by such insurance shall protect the Contractor and the City of Richmond during the performance of the works and services specified in the attached Form of Quotation and specifically that the insurance required by such Quotation shall be consistent with the requirements therein.

if the Contract is awarded to (insert bidder's name) _____

EXCEPTIONS:

Dated at _____, British Columbia, this ____ day of _____, 2014.

BY: _____ TITLE: _____

This form must be signed by the Insurance Company or an authorized Broker on behalf of the Insurance Company.

A SEPARATE FORM MUST BE SIGNED FOR EACH POLICY IF MORE THAN ONE POLICY IS APPLICABLE.

The City shall pay in lawful money of Canada the amount shown for the following items subject to the conditions of the Contract Documents.

1. SCHEDULE OF QUANTITIES AND PRICES

ITEM	DESCRIPTION	MEASURE	AMOUNT
1	<u>Design</u> and all related work	LUMP SUM	\$
2	<u>Site Preparation</u> including any and all demolition, excavation, and all related work (complete).	LUMP SUM	\$
3	<u>Base Preparation</u> including supply and placement of all aggregates, drainage and all related work	LUMP SUM	\$
4	<u>Geotechnical Field and Site Verification</u> of adequacy of all drainage system, aggregates and all related work (complete)	LUMP SUM	\$
5	<u>Site Survey</u> including any and all layout of the sports fields, parking lot, sports lighting, pathways, & spectators areas and all related work (complete)	LUMP SUM	\$
6	<u>Concrete Work</u> including concrete curb, concrete pathways and all related work (complete)	LUMP SUM	\$
7	<u>Fencing Work</u> including fencing backstops, service and players' gates and all related work (complete)	LUMP SUM	\$
8	<u>Sports Field Lighting</u> including Musco Lighting Systems equipment and all related electrical work (complete)	LUMP SUM	\$
9	<u>Parking Lot Construction & Lighting</u> including entrance and exit driveways, drainage, concrete curbing and all related work (complete)	LUMP SUM	\$
10	<u>Traffic Management and Site Safety</u> including construction fencing, flag personnel, site security	LUMP SUM	\$
11	<u>Landscape Details</u> including seating &, elevated planting areas and all related work (complete)	LUMP SUM	\$
12	<u>Pathway lighting</u> including poles, bases, fixtures, conduits, wiring and all related work (complete)	LUMP SUM	\$
Subtotal			\$
Provincial Sales Tax			\$
Goods and Service Tax			\$
Total Amount Including all taxes			\$

Appendix One - Fee Schedule

Hourly Rates	
Project Member 1:	\$
Project Member 2:	\$
Project Member 3	\$
Project Member 4	\$
Project Member 5	\$

Professional Fees Allocation						
<i>Task</i>	<i>Project Member 1</i>	<i>Project Member 2</i>	<i>Project Member 3</i>	<i>Project Member 4</i>	<i>Project Member 5</i>	<i>Total</i>
1	\$	\$	\$	\$	\$	\$
2	\$	\$	\$	\$	\$	\$
3	\$	\$	\$	\$	\$	\$
4	\$	\$	\$	\$	\$	\$
5	\$	\$	\$	\$	\$	\$
6	\$	\$	\$	\$	\$	\$
7	\$	\$	\$	\$	\$	\$
8	\$	\$	\$	\$	\$	\$
9	\$	\$	\$	\$	\$	\$
10	\$	\$	\$	\$	\$	\$
Total	\$	\$	\$	\$	\$	\$

Total Professional Fees	\$
Estimated disbursements (expenses)	\$
Subtotal Fees and Disbursements	\$
Estimated G.S.T. (5%)	\$

Note 1 - Add lines as necessary

Note 2 – In the Hourly Rates table insert project member’s job title in the Project Member field.

