



UNIVERSITY
NEIGHBOURHOODS
ASSOCIATION

REQUEST FOR PROPOSAL

RECREATION AND CULTURE PROGRAMMING REVIEW

Closing Location

3335 Webber Lane
Vancouver, BC V6S 0H3

Closing Date and Time

3:00 pm Pacific Daylight Time
Friday October 21st, 2022

Submitted to:

Dave Gillis
UNA Recreation Manager
Telephone: 604-822-1736
Email: dave.gillis@myuna.ca

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A. INTENT

The University Neighbourhoods Association is soliciting proposals from qualified respondents for the development of a comprehensive community recreation and culture programming review. The review will be used to guide recreation and culture programming in the University Neighbourhoods Association community as set out in Part D, Scope of Work, of this RFP.

B. DEFINITIONS AND ADMINISTRATIVE REQUIREMENTS

1.0 DEFINITIONS

Throughout this Request for Proposal, the following definitions apply:

“Association” means as the context requires, the University Neighbourhoods Association or the area within the boundaries of the University Neighbourhoods Association.

“Contract” means the written agreement resulting from this Request for Proposal executed by the Association and the Consultant.

“Consultant” means the successful Proponent to this Request for Proposal who enters into a written Contract with the Association.

“Board” means the Board of the Association.

“must”, “shall” or “mandatory” means a requirement that must be met.

“Proponent” means an individual or a company that has been requested to and submits, or intends to submit, a proposal in response to this Request for Proposal.

“Proposal” means a submission in response to this Request for Proposal.

“Request for Proposal” and **“RFP”** means this Request for Proposal.

2.0 TERMS AND CONDITIONS

The following terms and conditions apply to this RFP. Submission of a Proposal in response to this RFP indicates acceptance of all the terms that follow.

3.0 ALTERNATIVE SOLUTIONS

If alternative solutions are offered, the information should be submitted in the same format but as a separate Proposal and clearly marked as an alternative solution.

4.0 CHANGES TO PROPOSALS

By submission of a written notice, a Proponent may amend or withdraw its Proposal prior to the closing date and time.

Upon Closing, all Proposals become irrevocable. The Proponent may not change the wording of its Proposal after Closing and no words or comments may be added to the Proposal unless requested by the Association for clarification.

5.0 PROPONENTS' EXPENSES

Proponents are solely responsible for their own expenses in preparing a Proposal. If the Association elects to reject all Proposals, the Association will not be liable to any Proponent for any claims for costs or damages incurred by the Proponent in preparing the Proposal, loss of anticipated profit in connection with a final Contract, costs for returning unopened Proposals, or any matter whatsoever.

6.0 PROPOSAL VALIDITY

Proposals will be open for acceptance for at least 30 days after the closing.

7.0 FIRM PRICING

- a) Proponents shall base their Proposal on furnishing everything required to complete the consulting services, including all labour, materials, tools, equipment, travel costs and incidentals.
- b) Proposals must include a Proponent maximum fee including sub-consultants to complete this project.
- c) Prices will be firm for the entire Contract period unless this RFP states otherwise.

8.0 CURRENCY AND TAXES

Prices quoted will be in Canadian Dollars and inclusive of duty, delivery charges where applicable, and exclusive of GST and other taxes which shall be shown separately as applicable.

9.0 SUB-CONTRACTING

- a) Using a sub-consultant (who must be clearly identified in the Proposal) is acceptable. This includes a joint submission by a Proponent and sub-consultants who have no formal corporate links. However, the Proponent must be prepared to take overall responsibility for successful production of this plan, and this must be defined in the Proposal.
- b) Sub-contracting to any firm or individual whose current or past corporate or other interests may, in the Association's opinion, give rise to a conflict of interest in connection with the services will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP.
- c) Where applicable, the names of approved sub-consultants listed in the Proposal will be included in the Contract. No changes or additions to the list will be permitted without the written consent of the Association.

10.0 ACCEPTANCE OF PROPOSALS

- a) This RFP must not be construed as an agreement to purchase goods or services. The Association is not bound to accept the lowest priced or any Proposal of those submitted. The Association is under no obligation to receive further information, whether written or oral, from any Proponent.
- b) Neither acceptance of a Proposal nor execution of a Contract will constitute approval of any activity contemplated in any Proposal that requires any approval, permit or license pursuant to any federal, provincial, or municipal statute, regulation or bylaw.
- c) The Association reserves the right to reject any Proposal and to accept any Proposal notwithstanding any non-compliance with this RFP. The Association may select any Proposal for acceptance or negotiation with the Proponent by selecting the Proposal which the Association, in its sole unrestricted discretion and on the basis of such criteria as it considers appropriate, deems to be in the best interests of the Association.
- d) If a proposal contains a defect or fails to comply with the requirements of the proposal documents, which in the sole discretion of the Association is not material, the Association may waive the defect and accept the proposal.
- e) No Proponent shall have any claim for any compensation of any kind whatsoever, as a result of participating in the RFP, whether in respect of Proposal preparation costs, loss of anticipated profit, or any other matter whatsoever, and by submitting a Proposal each Proponent shall be deemed to have irrevocably waived any such claim.
- f) The Association reserves the right to cancel this RFP at any time and for any reason, and in so doing to reject all Proposals, and will not be responsible for any loss, damage, cost or expense incurred or suffered by any Proponent as a result of such cancellation.
- g) The Association reserves the right to enter into negotiations with one or more Proponents concerning the terms and conditions of the services to be provided, and expressly reserves the right through such negotiations to request changes, alterations, additions or deletions from the terms of any Proposals received.
- h) The Association reserves the right to select one or more Proponents for further consideration following the initial proposal evaluation process. The Association may require in-person presentations or interviews with Proponents selected for final consideration, prior to negotiating a contract.
- i) The acceptance of any Proposal is subject to funding and may require approval of the Board.
- j) After acceptance by the Association, the successful Proponent will be issued a written Notice of Award.

11.0 DEFINITION OF CONTRACT

Notice in writing to a Proponent of the acceptance of its Proposal by the Association and the subsequent full execution of a written Contract will constitute a Contract for the Services, and no Proponent will acquire any legal or equitable rights or privileges relative to the goods or services until the occurrence of both such events. By submission of a Proposal, the Proponent agrees that, should it be identified as the successful Proponent, it is willing to enter into a Contract with the Association within fifteen (15) days of the date of the Notice of Award.

12.0 LIABILITY FOR ERRORS

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

13.0 MODIFICATION OF TERMS

The Association reserves the right to modify the terms of the RFP at any time at its sole discretion. Such modifications will be communicated to all Proponents through formal addenda.

14.0 OWNERSHIP OF PROPOSALS AND FREEDOM OF INFORMATION

All documents, including Proposals, submitted to the Association become the property of the Association. Each Proposal should clearly identify any information that is considered to be confidential or proprietary information.

However, the Association is subject to the provisions of the *Personal Information Protection Act*. As a result, while section 23 of the *Personal Information Protection Act* does offer some protection for confidential third-party business information, the Association cannot guarantee that any such information provided to the Association will remain confidential if a request for access is made under the *Personal Information Protection Act*.

15.0 CONFIDENTIALITY OF INFORMATION

Information pertaining to the Association obtained by the Proponent as a result of participation in this project is confidential and must not be disclosed without written authorization from the of Association.

C. PROPOSAL SUBMISSION REQUIREMENTS

1.0 PROPOSAL SUBMISSION

- a) Responses should be delivered by email to the following location no later than 3:00 pm Pacific Daylight Time on Friday, October 21st, 2022, (Closing) and should be clearly marked '**University Neighbourhoods Association Recreation and Culture Programming Review**':

Attention:
Dave Gillis
Recreation Manager
University Neighbourhoods Association
Email: dave.gillis@myuna.ca

- b) Proposals are to include the following sections:

- i) General:

An introductory cover letter that includes a general background overview of the Proponent, identification of similar services provided for other clients and outline of expected approach for successfully undertaking the project.

- ii) Relevant Experience:

This section must include:

- A listing of recent relevant project experience. Project descriptions should include a summary of related work, including scope, project successes, location and length of time of project.

- iii) Proposed Schedule:

This section must include:

- A schedule for completion of the project broken down by phase and task.
- A description of the tasks to be undertaken and methodologies to be used by the Proponent.
- Lead, team members and sub-consultants.

- iv) Qualifications:

This section must include:

- Educational and professional qualifications of each individual to be assigned. Include a summary of each individual's work experience with related projects.

- Identification and brief description of experience and relevant qualifications. Resumes may be included as an appendix.
 - Identification of availability and office location.
- v) Financial Expectations
- This section must include:
- i) Proponent maximum fee.
 - ii) A breakdown of project costs by task in a manner that allows for easy cross-referencing of task, personnel, timing and costs:
 - (a) for each task include the hours estimated for each individual, including sub-consultants, showing charge-out rate, total hours and disbursements per task; and
 - (b) subtotals for each phase in the project.
 - iii) Total hours and fees per individual, including sub-consultants, to be assigned for the entire project.
- vi) References:
- A list of references from a minimum of three (3) clients who have engaged the Proponent to complete similar projects, include the name, address, email and phone number of references; and,
- vii) Assurance that the Proponent and any proposed sub-consultant are not in a position which may be perceived as a conflict of interest with respect to undertaking this project.
- c) Proposal format:
- i) Proposals must be emailed with the Request for Proposal title clearly indicated in the subject line (Please request confirmation of receipt of emailed proposals).
 - ii) Late Proposals will not be considered.
 - iii) Proposals that are conditional; illegible; obscure; contain arithmetical errors; erasures, alterations, or irregularities of any kind; may, at the discretion of the Association, be declared disqualified.
 - iv) The person(s) authorized to sign on behalf of the Proponent and to bind the Proponent to statements made in response to this RFP must sign the Proposal Form provided herein. Unsigned Proposals will be declared disqualified and returned.
 - v) Proponents shall be solely responsible for the delivery of their Proposals in the manner and time prescribed. All submissions must



be delivered according to the instructions herein. The Association will accept no responsibility for documents delivered to other Association facilities and at the discretion of the Chief Administrative Officer may be declared disqualified.

2.0 ENQUIRIES

- a) All enquiries related to this RFP shall be directed to:

Dave Gillis
Recreation Manager
University Neighbourhoods Association
Telephone: 604.822.1736
Email: dave.gillis@myuna.ca

- b) Enquiries will be accepted until 3:00 pm Wednesday, September 19, 2022.
c) Information obtained from any other source is not official and should not be relied upon.

3.0 DISCLAIMER

Each Proponent is responsible to review and understand the terms and conditions of this RFP, and the scope of work being requested. The Association makes no representation or warranty as to the accuracy or completeness of the information contained in this RFP and the Proponent is solely responsible to ensure that it has obtained and considered all information necessary to understand the requirements of the RFP, and to prepare and submit its Proposal. The Association will not be responsible for any loss, damage or expense incurred by a Proponent as a result of any inaccuracy or incompleteness in this RFP, or as a result of any misunderstanding or misinterpretation of the terms of this RFP on the part of any Proponent.

4.0 EVALUATION AND SELECTION CRITERIA

Evaluation of Proposals will be by the Association according to the criteria identified below. Those Proposals passing the mandatory requirements will be further evaluated against the point-rated criteria. During the evaluation process, Proponents may be required to provide clarification to statements made in their Proposals. The Association reserves the right to contact any person or organization to determine the reputation of the proponent.

Mandatory Criteria
Proposal Form completed and signed by a person authorized to bind the Proponent to statements made in the submission.
Proposal must be received at the closing location by the specified Closing date and time.

Point-rated Criteria	Points Assigned	Score per Criteria (Multiplier)					Weighted Total
		Poor (.3)	Marg. (.5)	Fair (.7)	Good (.9)	Exc. (1.0)	
Experience and qualifications	30						
Methodology - Detailed method/planning and work program	40						
Cost to the Association including disbursements	20						
Reputation and feedback from references	10						
Total Points	100						

5.0 COMMITMENT BY THE ASSOCIATION

- a) The Association will make available, upon request and at no cost to the successful Proponent, any existing relevant background information, including hard copies that are not posted on the Association website.
- b) The successful Proponent may be required to sign non-disclosure, confidentiality or other agreements when access is provided to Association information.
- c) Association meeting rooms, when available, may be used at no charge to the Consultant and are to be arranged through Association administration.

D. SCOPE OF WORK

1.0 OVERVIEW OF THE UNIVERSITY NEIGHBOURHOODS ASSOCIATION

The Association provides municipal like services to approximately 16,000 residents who live in five separate Neighbourhood Housing Areas on the Campus at the University of British Columbia (UBC).

The Association provides services similar to what would be expected in a municipal setting, including the provision of utilities, roads maintenance, landscaping and public space maintenance.

Specific to recreation and culture, the Association provides the following services:

- recreation and culture programs and events within the Neighbourhood Housing Areas.
- the operation of recreation facilities; Wesbrook Community Centre, Old Barn Community Centre, UNA all-purpose field, and Nobel Park; and,
- under contract with UBC, ensuring residents have access to and use of defined UBC recreation facilities (aquatics centre, ice rinks, tennis courts).

2.0 PROJECT OVERVIEW

In 2018 the Association engaged a consultant to undertake a review of the recreation services levels at the Association's community centres. This assessment is available for download from the University Neighbourhoods Association website: <https://www.myuna.ca/bids/>.

The goal of this project is to build on this work by engaging a Consultant to conduct a review of recreation and culture programming provided by the Association, and to provide recommendations on the provision of recreation and culture programming over the next five years.

Although the Consultant will be required to understand the recreation services (facility access) provided by UBC, the scope of the work does not include a review of the level of access or quality of services provided by UBC.

The review will clearly identify the programming needs of the community and present a defined path for the Association to create the programming to meet these needs.

The successful Proponent will be responsible for undertaking all work related to the investigation, consultation, community engagement and preparation of the programming review including the development of a project work plan, communications strategy, timelines and key milestones for the process.

The successful proponent will work closely with the Recreation Manager, a Needs Assessment steering committee and the Chief Administrative Officer throughout the entire project.

The successful proponent will deliver a detailed final comprehensive report to the Recreation Manager by March 31st, 2023,

3.0 PROJECT DELIVERABLES

Working with the support and assistance of the Recreation Manager and other staff as needed, the successful proponent is to provide the Association with a comprehensive written report that summarizes the work as highlighted in the Project Overview. The report shall include the following (at a minimum):

- Relevant Trends Analysis of recreation and culture programming including lifestyle trends, sport participation trends and leisure facility trends for similar sized communities (utilizing the communities identified in the 2018 Neilson Strategies report as a starting point).
- Population and Socio-Demographic Analysis – An outline of the current socio-demographic and population trends in the Association, including anticipated population growth, age cohort structure, employment, family composition, language, education, and income.
- A detailed assessment of current recreation services, programs, facilities, activities, and events provided by the Association, volunteer and community organizations, and private businesses – including fees charged and marketing + communications tools used.
- Execution of comprehensive community engagement activities to determine community needs, including a compilation of the community consultation process. Although not prescriptive, the tools should include items such as surveys, open houses, user group meetings, focus groups, etc...
- Overall identification of gaps in the provision of activities, programs and services.
- An Action Plan that identifies goals and objectives, resources (financial and human resources), timelines on a short, medium, and long-term basis for improving recreation and culture programming and services. The Action Plan should include recommendations for activities/programs and services, events, pricing and marketing.

4.0 REMUNERATION

- a) Invoices shall be paid by the Association up to 80% of the contract value until receipt of the accepted Final Report and deliverables, upon which the remaining 20% shall be paid.
- b) A summary report with each invoice shall include details of the work performed, the number of hours worked for each day and date, the disbursements expended, and the totals for the period.
- c) Payment of monthly invoices by the Association shall be made within thirty (30) days after receipt by the Association.

5.0 AVAILABLE INFORMATION

- a) 2018 Community Centres Assessment. Neilson Strategies Inc. Available for download from the University Neighbourhoods Association website: <https://www.myuna.ca/bids/>.
- b) Proponents wishing to submit a proposal are encouraged to review the Association website www.myuna.ca prior to submission.

E. CONTRACT CONDITIONS

By submission of a Proposal, the Proponent agrees that should its Proposal be successful, the Proponent will enter into a Contract with the Association based on this RFP, the Proponent's Proposal, and any negotiations concluded pursuant to Section B.11.

1.0 COMPLIANCE WITH LAWS

The Consultant will comply with all laws applicable to the work or performance of the Contract.

2.0 LAWS OF BRITISH COLUMBIA

Any Contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all laws in effect of the province of British Columbia.

3.0 INDEMNITY

Notwithstanding the providing of insurance coverage by the Consultant, the Consultant hereby agrees to indemnify and save harmless the Association, its employee(s), agent(s) and authorized representative(s) and each of them from and against losses, claims, damages, actions and causes of action (collectively referred to as "Claims"), that the Association may sustain, incur, suffer or be put to at any time, either before or after the expiration or termination of this Agreement, that arise out of the acts or omissions, including negligent acts or omissions of the Consultant or its sub-contractor(s), servant(s), agent(s) or employee(s) under this Agreement, expecting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions or the negligent acts of the Association, its other consultant(s), assign(s) and authorized representative(s) or any other persons.

4.0 INSURANCE

The Consultant will be required to provide and maintain the following insurance:

- a) Workers Compensation Insurance for itself and/or any of its employees;
- b) Comprehensive General Liability Insurance with limits of not less than \$2,000,000.00 per occurrence, insuring against third party bodily injury,

death, personal injury, property damage and liability assumed under this Agreement; and

- c) Professional liability (errors and omissions) insurance with limits of not less than \$2,000,000.00 per claim.

5.0 REGISTRATION WITH WORKSAFEBC

The Consultant shall have Work Safe BC coverage for itself, all workers and any shareholders, directors, partners or other individuals employed or engaged in the execution of the Work, and shall comply with all conditions of the Workers Compensation Act and regulations there under. Upon request, the Association may consider providing the Consultant coverage under the Association's existing Work Safe BC coverage. Any such inclusion under the Association's existing coverage shall be at the Consultants expense.

6.0 OWNERSHIP

The material produced, furnished and used by the Consultant as a result of this Agreement will be the exclusive property of the Association upon completion of the Work.



F. PROPOSAL FORM

University Neighbourhoods Association Recreation and Culture
Programming Review Consultant

CLOSING: 3:00 PM PACIFIC DAYLIGHT TIME ON FRIDAY, OCTOBER 21, 2022

This form must be completed, signed and included with the submission.

The undersigned confirms that their submission is in response to the Request for Proposals for the University Neighbourhoods Community Recreation Needs Assessment.

Name of Firm: _____

Address: _____

Phone: _____ **Fax:** _____

Email: _____

Contact Name: _____

Position : _____

Phone: _____ **Fax:** _____

Email: _____

Authorized Signature

Name and Title

Date