



North Battleford

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2024

ARENA FEASIBILITY STUDY Request For Proposal



RFP#: CNB-PR-2024-05-23

**Issue Date:
Wednesday, May 23, 2024**

**Closing Time:
Friday, June 28, 2024**

2:00 pm, Saskatchewan Time

**1291- 101st Street, Box 460
North Battleford, SK S9A 2Y6**

City of North Battleford

SUMMARY OF KEY INFORMATION

<p>RFP TITLE</p>	<p>Arena Feasibility Study RFP#: CNB-PR-2024-05-23 Proponent must use this title on all correspondence.</p>
<p>CONTACT PERSON</p>	<p>The point of contact for this RFP is:</p> <p style="text-align: center;">City Clerk’s Department City of North Battleford, SK, Canada E-mail: tenders@cityofnb.ca Phone: 306-445-1700</p>
<p>ENQUIRIES</p>	<p>Please direct all enquiries by email to the contact person. Enquiries received by any other means may not be answered.</p>
<p>SUBMISSION DEADLINE</p>	<p>Submission Time is 2:00 pm, SK. Time, June 28th, 2024, or as indicated in the call for bids, unless otherwise amended by addendum.</p>
<p>SUBMISSION LOCATION</p>	<p>Proposals are to be submitted to:</p> <p style="text-align: center;">Arena Feasibility Study CNB-PR-2024-05-22</p> <p style="text-align: center;">City Clerk’s Department City of North Battleford 1291- 101st Street PO Box 460 North Battleford, SK S9A 2Y6</p> <p style="text-align: center;">via email to: tenders@cityofnb.ca</p>

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SECTION 1 SUMMARY OF THE OPPORTUNITY

1.1 Summary

This Request for Proposal (RFP) is issued by the Corporation of the City of North Battleford (The City) for the purpose of seeking the qualified services of a consultant team to identify solutions for the provision of an Arena to meet the needs of the region for the next 30 years.

Firms interested in this project must include a response for all the details requested in this document. The information provided in this document is intended to provide a general overview of the work required.

1.2 Invitation

The City is seeking proposals from qualified consulting firms (“Consultants”) to provide professional services and prepare a **Regional Arena Feasibility Study**.

SECTION 2 STANDARD TERMS AND CONDITIONS

2.1 Definitions

Throughout this Request for Information, the following definitions apply:

“**Addenda**” means all additional information regarding this RFP including amendments to the RFP.

“**Submission Location**” includes the location or email address for submissions

“**Submission Time**” means the closing time and date for this RFP.

“**Contract**” means the written agreement resulting from the RFP executed by the City and the successful Proponent.

“**Contractor**” means the successful Proponent to the RFP who enters into a Contract with the City.

“**City**” means the City of North Battleford.

“**Must**”, or “**Mandatory**” means a requirement that must be met in order for a proposal to receive consideration.

“Proponent” means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract, that submits a proposal in response to the RFP.

“Proposal” means a written response to the RFP that is submitted by a Proponent.

“Request for Proposal” or “RFP” means the solicitation described in this document, including any attached or referenced appendices, schedules, or exhibits and as may be modified in writing from time to time by the City by Addenda.

2.2 Acceptance of Terms and Conditions

Submitting a proposal indicates acceptance of all the terms and conditions set out in the RFP, including those that follow and that are included in all appendices and any Addenda.

A proposal must be signed by a person authorized to sign on behalf of the Proponent with the intent to bind the Proponent to the RFP and to the statements and representations in the Proponent’s proposal. If electronic submissions are to be accepted, then a scanned copy of the Proposal Submission Form included in this RFP, including a signature of an authorized representative of the Proponent that confirms the Proponent’s intent to be bound, is acceptable.

2.3 Submission Proposal and Deadline

Proposals must be received **NO LATER THAN 2:00 pm, Saskatchewan Time on Friday, June 28th 2024.**

- a) Proposals must be submitted before Closing Time to the email address provided on the cover sheet using one of the submission methods set out in this RFP. The Proponent is solely responsible for ensuring that the City receives a complete proposal, including all attachments or enclosures, before the Closing Time. Please notify the specified contact if alternative methods of delivery for proposal documents are required.
- b) For electronic submissions:
 - i. The Proponent is solely responsible for ensuring that the complete electronic proposal, including all attachments, is received before Closing Time.
 - ii. The maximum size of each attachment must be 15 MB or less (Proponents are solely responsible for ensuring that email proposal submissions comply with any size restrictions imposed by the Proponent’s internet service provider).
 - iii. Proponents should submit email proposal submissions in a single email and avoid sending multiple email submissions for the same opportunity. If the file size of an electronic submission exceeds the applicable maximum size, the Proponent may make multiple submissions to reduce attachment file size to be within the maximum applicable size; Proponents should identify the order and number of emails making up the email proposal submission (e.g., “email 1 of 3, email 2 of 3...”).

- iv. For email proposal submissions sent through multiple emails the City reserves the right to seek clarification or reject the proposal if the City is unable to determine what documents constitute the complete proposal.
- v. Attachments must not be compressed, must not contain a virus or malware, must not be corrupted, and must be able to be opened. Proponents submitting by electronic submission are solely responsible for ensuring that any emails or attachments are not corrupted. The City may reject proposals that are compressed, cannot be opened, or that contain viruses, malware, or corrupted attachments.
- vi. For email proposal submissions, the subject line of the email and any attachment should be clearly marked with the name of the Proponent, the RFP number and the project or program title.
- vii. The City strongly encourages Proponents using electronic submissions to submit proposals with sufficient time to complete the upload and transmission of the complete proposal and any attachments before Closing Time.
- viii. The Proponent bears all risk associated with delivering its proposal by electronic submission including, but not limited to, delays in transmission between the Proponent's computer and the City's email system.
- ix. While the City may allow for email proposal submissions, the Proponent acknowledges that email transmissions are inherently unreliable. The Proponent is solely responsible for ensuring that its complete email proposal submission and all attachments have been received before Closing Time. If the City's electronic mail system rejects an email proposal submission for any reason, and the Proponent does not resubmit its proposal by the same or other permitted submission method before Closing Time, the Proponent will not be permitted to resubmit its proposal after Closing Time. The Proponent is strongly advised to contact the City's Contact listed in Section 3 of this RFP immediately to arrange for an alternative submission method if:
 - i) The Proponent's email proposal submission is rejected by the City's electronic mail system; or
 - ii) The Proponent does not receive a response email from the City confirming receipt of the email and all attachments prior to one hour before the closing time of the RFP.
- x. An alternate submission method may be made available, at the City's discretion, commencing one half hour before the Closing Time, and it is the Proponent's sole responsibility for ensuring that a complete proposal (and all attachments) submitted using an approved alternate submission method is received by the City before the Closing Time. The City makes no guarantee that an alternative submission method will be available or that the method available will ensure that a Proponent's proposal is received before Closing Time.

2.4 Completeness of Proposal

By submitting a proposal, the Proponent warrants that, if the RFP is to design, create, or provide a system or manage a program, all components required to run the system or

manage the program have been identified in the proposal or will be provided by the Contractor at no additional charge.

2.5 Withdrawal Of Proposal

A Consultant may withdraw a submitted proposal at any time up to the official closing time by e-mail or letter bearing a signature as in the original proposal and requesting that their proposal be withdrawn. Withdrawal requests received after the time of closing will not be permitted.

2.6 Proponents' Expenses

Proponents are solely responsible for their own expenses in participating in the RFP process, including costs in preparing a proposal and for subsequent finalizations with the City, if any. The City will not be liable to any Proponent for any claims, whether for costs, expenses, damages, or losses incurred by the Proponent in preparing its proposal, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

2.7 Confidentiality

Confidentiality of records and information relating to this work must be maintained at all times. The Proponent acknowledges that prior to the Closing Time it may be required to enter into a confidentiality agreement with the City in order to obtain access to confidential materials relevant to preparing a proposal.

All correspondence, documentation, and information provided by City staff to any Proponent in connection with, or arising out of this Request for Information (RFP) or the acceptance of any proposal:

- remains the property of the City.
- must be treated as confidential.
- must not be used for any purpose other than for replying to this RFP, and for fulfillment of any related subsequent contract.

2.8 Municipal Freedom of Information and Protection of Privacy Act

The Proponent acknowledges that any Proposal, Detailed Work Plan, and Pricing (the “Bid Submission”) submitted shall become a record belonging to the City of North Battleford and, therefore, are subject to the Municipal Freedom of Information and Protection of Privacy Act. This Provincial law gives individuals, businesses, and other organizations a legal right to request records held by the City, subject to specific limitations.

The Proponent should be aware that it is possible that any records provided to the City including, but not limited to, pricing, technical specifications, drawings, plans, audio-visual

materials, or information about staff, parties to the Bid Submission, or suppliers could be requested under this law.

If the Proponent believes that all or part of the Bid Submission should be protected from release, the relevant part(s) should be clearly marked as confidential. Please note that this will not automatically protect the Bid Submission from release, but it will assist the City in making a determination on release, if a request is made.

At minimum, the identity of the Proponent, along with total bid amount and final scoring may be made public in the staff report to City Council.

All correspondence, documentation, and information provided to the Evaluation Team may be reproduced for the purposes of evaluating the Proponent's Bid Submission.

2.9 Conflict of Interest Statement

In its Proposal, the Proponent must disclose to the City any potential conflict of interest that might compromise the performance of the Work. If such a conflict of interest does exist, the City may, at its discretion, refuse to consider the Proposal. The Proponent must also disclose whether it is aware of any City employee, Council member, or member of a City agency, board or commission, or employee thereof having a financial interest in the Proponent and the nature of that interest. If such an interest exists or arises during the evaluation process or the negotiation of the Agreement, the City may, at its discretion, refuse to consider the Proposal or withhold the awarding of any agreement to the Proponent until the matter is resolved to the City's sole satisfaction.

If during the evaluation process or the negotiation of the Agreement, the Proponent is retained by another client giving rise to a potential conflict of interest, then the Proponent will so inform the City. If the City requests, then the Proponent will refuse the new assignment or will take such steps as are necessary to remove the conflict of interest concerned.

2.10 No Lobbying

A Proponent must not attempt to influence the outcome of the RFP process by engaging in lobbying activities. Any attempt by the Proponent to communicate for this purpose directly or indirectly with any employee, contractor, or representative of the City, including members of the evaluation committee and any elected officials of the City, or with the media, may result in disqualification of the Proponent.

2.11 Non-Collusion

Each Proponent shall attest that its participation in the RFP process is conducted without any collusion or fraud. If the City discovers there has been a breach of this requirement at

any time, the City reserves the right to disqualify the proposal or terminate any ensuing Agreement.

2.12 The City's Right to Accept or Reject

The City of North Battleford reserves the right to reject any or all proposals, including without limitation the lowest RFP, and to award the Contract to whomever the City of North Battleford in its sole and absolute discretion deems appropriate notwithstanding any custom of the trade to the contrary nor anything contained in the Contract Documents or herein.

The City of North Battleford shall not, under any circumstance, be responsible for any costs incurred by the Proponent in the preparing of its proposal.

Without limiting the generality of the foregoing, the City of North Battleford reserves the right, in its sole and absolute discretion, to accept or reject any proposal which in the view of the City of North Battleford is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which contains exceptions and variations, which omits one or more prices, which contains prices the City of North Battleford considers unbalanced, or which is unaccompanied by a Bid Bond or Consent of Surety issued by a surety not acceptable to the City of North Battleford.

Criteria which may be used by the City of North Battleford in evaluating proposals and awarding the Contract are in the City of North Battleford's sole and absolute discretion and without limiting the generality of the foregoing, may include one or more of: price; total cost to the City of North Battleford; reputation; claims history of the Proponent; qualifications and experience of the Proponent and its personnel; quality of services and personnel proposed by the Proponent; ability of the Proponent to ensure continuous availability of qualified and experienced personnel; the Project Schedule and Plan; the proposed Labour and Equipment; and the proposed Supervisory Staff.

Should the City of North Battleford not receive any proposal satisfactory to the City of North Battleford in its sole and absolute discretion, the City of North Battleford reserves the right to re-advertise the Request for Proposal or negotiate a contract for the whole or any part of the Project with any one or more persons whatsoever, including one or more of the Proponents.

2.13 Liability for Errors

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

2.14 Proposal Evaluation Criteria

Proposals will be assessed in accordance with the evaluation criteria. The City will be under no obligation to receive further information, whether written or oral, from any Proponent. The City is under no obligation to perform any investigations or to otherwise verify any statements or representations made in a proposal.

Proposals will be evaluated by an Evaluation Team comprised of appropriate staff members of the City and others, when applicable, and the Evaluation Team will contact those Proponents for interviews, if they deem necessary.

The City reserves the right to shortlist Proponents to a number of the top scoring Proponents. These short-listed Proponents must be prepared to: answer questions on their proposal submission; clarify their proposal, including a written response to a request for clarification, which shall then form part of the Proponent's proposal; cooperate with the City with respect to interview scheduling, if required; and any other requirements as requested by the City. The lowest cost or highest scoring proposal will not necessarily be accepted.

2.15 Disqualification of Proposals

Proposals which are incomplete or do not meet any of the requirements specified, or received after the Proposal Submission deadline, as received by the City on the date, time and place as outlined in this document will not be considered. Proponents are solely responsible for ensuring that proposals are delivered as required.

2.16 No Adjustments to Proposals

No unilateral adjustments by Proponents to submitted proposals will be permitted. Proponents may withdraw their proposal prior to the closing date and time by notifying the City in writing. Proponents who have withdrawn a proposal may submit a new proposal which must be received by the City under the same terms as outlined in this document. After the closing date and time, the proposal is binding on the Proponent. If the City requires clarification of a Proponent's proposal, that Proponent will provide a written response to a request for clarification, which shall then form part of the Proponent's proposal.

2.17 Proposal Documents and Site Examination

All Proponents, before submission of their proposal, shall have thoroughly examined all Proposal Documents, as well as the site(s) of the proposed Work (if applicable), in order to inform themselves of the conditions attending to the execution of the Work. Where applicable, the site information will be made available to all Proponents during the bidding period for review. If a Proponent finds discrepancies in, or omissions from, the Proposal Documents, or if in doubt as to the meaning, the Proponent shall notify the City. If required, an addendum will be issued for clarification.

2.18 Addendum

An addendum, should one be necessary, will be posted electronically through SaskTenders or the City website. It is the responsibility of the Proponent to verify if any addendums have been posted. The City reserves the right to revise this RFP up to the Proposal Submission Date. Any revisions shall be included in Addenda to the RFP distributed to all Proponents. When an Addendum is issued the date for submitting Proposals may be changed by the City if, in its opinion, more time is necessary to enable Proponents to revise their proposals. The Addendum shall state any changes to the Proposal Submission Date; all terms and conditions which are not modified shall remain unchanged. All Proponents must acknowledge receipt of RFP documents and all Addenda in their proposal.

2.19 Period of Validity of Proposals and Agreement

Unless otherwise specified, all proposals submitted shall be irrevocable for ninety (90) calendar days following the closing date.

2.20 Provisional Items

Items listed as provisional may or may not be included in the Contract Award. The City reserves the right to diminish all, or any portion of the items listed as provisional at any time before, during, or after the Contract Award and no claim shall be made for damages on grounds of loss of anticipated profit or for any other reason.

2.21 Contractor/Consultant/Service Provider Performance Evaluation

The City at any time during and/or after the completion of the Contract, may conduct a formal evaluation of the Proponent's performance using a performance evaluation form as established by the City. The results of the formal evaluation process shall be provided to the Proponent. If performance is unsatisfactory, the City may suspend the rights of any Proponent to bid on future requests for bids.

2.22 Resource Commitments

The successful Proponent must make available the appropriately skilled workers, consultants, or subcontractors, as appropriate, to carry out the Contract. These resources must be available on a dedicated basis, as required, to carry out the Contract with due care, skill, and efficiency. The selected Proponent will ensure that staff assigned to work on this Project have the necessary education, licenses, and certifications where necessary.

2.23 Subcontractors

Unless the RFP states otherwise, the City will accept proposals where more than one organization or individual is proposed to deliver the services described in the RFP, so long as the proposal identifies the lead entity that will be the Proponent and that will have sole

responsibility to deliver the services under the Contract. The City will enter into a Contract with the Proponent only. The evaluation of the Proponent will include evaluation of the resources and experience of proposed subcontractors, if applicable.

All subcontractors, including affiliates of the Proponent, should be clearly identified in the proposal.

A Proponent may not subcontract to a firm or individual whose current or past corporate or other interests may, in the City's opinion, give rise to an actual or potential conflict of interest in connection with the services described in the RFP. This includes, but is not limited to, involvement by the firm or individual in the preparation of the RFP or a relationship with any employee, contractor, or representative of the City involved in preparation of the RFP, participating on the evaluation committee or in the administration of the Contract.

If a Proponent is in doubt as to whether a proposed subcontractor might be in a conflict of interest, the Proponent should consult with the Municipal Contact prior to submitting a proposal. By submitting a proposal, the Proponent represents that it is not aware of any circumstances that would give rise to a conflict of interest that is actual or potential, in respect of the RFP.

2.24 Negotiations

The City may award a contract on the basis of initial Proposals received, without further discussions. Therefore, each Proposal should contain the Proponent's best terms and information, including all required documentation, as listed in the RFP. The City reserves the right to enter into discussion/negotiations with the selected Proponent. If the City and the selected Proponent cannot negotiate a satisfactory Contract, the City may, at its sole discretion, terminate negotiations and begin negotiations with the next selected Proponent and continue with the process until a satisfactory Contract is negotiated. No Proponent shall have any rights against the City arising from such negotiations.

2.25 Legislative and Licensing Requirements

All Proponents shall comply with all legislation and regulations, which are or may become applicable to the services provided.

2.26 Fees

Fees quoted are to be in Canadian (CAD) funds and are to remain firm and irrevocable and open for acceptance by the City for a period of 120 calendar days after the Official Closing Time indicated in this RFP.

2.27 Contract

By submitting a proposal, the Proponent agrees that should its proposal be successful the Proponent will enter into a Contract with the City on substantially the same terms and conditions set out in Appendix A, which forms part of this RFP, and such other terms and conditions to be finalized to the satisfaction of the City, if applicable.

Written notice to a Proponent that it has been identified as the successful Proponent and the subsequent full execution of a written Contract will constitute a Contract for the goods or 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.

2.28 Contract Finalization Delay

If a written Contract cannot be finalized with provisions satisfactory to the City within thirty days of notification of the successful Proponent, the City may, at its sole discretion at any time, thereafter, terminate discussions with that Proponent and either commence finalization of a Contract with the next qualified Proponent or choose to terminate the RFP process and not enter into a Contract with any of the Proponents.

2.29 Legal Entities

The City reserves the right in its sole discretion to:

- Disqualify a proposal if the City is not satisfied that the Proponent is clearly identified
- Request, prior to entering into a Contract with a Proponent, that the Proponent provide confirmation of the Proponent's legal status (or in the case of a sole proprietorship, the Proponent's legal name and identification) and certification in a form satisfactory to the City that the Proponent has the power and capacity to enter into the Contract
- Not to enter into a Contract with a Proponent if the Proponent cannot satisfy the City that it is the same legal entity that submitted the Proponent's proposal.

2.30 Intellectual Property Rights

The City will retain the intellectual property rights including patents, copyright, trademark, concept design and trade secrets in any deliverable product or product developed through this contract. Licensing and marketing rights to the developed product will not be granted in this contract.

Proposals regarding these rights should not be limited to the City in response to this Request for Proposal and will not be considered in the evaluating responses.

2.31 Business License

The Proponent must have a current and registered business license with the City of North Battleford

2.32 Insurance

Without restricting the generality of Indemnification, the successful Proponent is required to maintain the following insurance coverage for the entire term of the Contract and any subsequent maintenance period. The Proponent shall provide the City of North Battleford with proof of insurance in the form of a certificate of insurance or, if required by the City, a copy of the policy. Proof of the insurance coverage shall be in a form satisfactory to the City prior to commencement of any work being performed.

It is understood and agreed that the coverage provided by these policies will not be changed or amended in any way, nor cancelled by the Proponent until 90 days after written notice by registered mail of such change or cancellations has been delivered to the City of North Battleford. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the bidder's policy.

There are to be no lapses in insurance at any time during the Contract. Failure for the Proponent to keep/maintain its Certificate of Insurance current will result in the Contract being terminated.

The following are the minimum insurance requirements of the City of North Battleford, in Canadian dollars:

The Proponent must, without limiting the Proponent's obligations or liabilities and at the Proponent's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Saskatchewan in forms and amounts acceptable to the City.

Commercial General Liability

The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$5,000,000
- Add the Corporation of the City of North Battleford as an additional insured with respect to the operations of the Named Insured
- The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- If you are planning to have an on-site visit: Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- Products and completed operations coverage
- Broad Form Property Damage
- Contractual Liability
- Owners and Contractors Protective
- The policy shall provide 30 days' prior notice of cancellation

Professional Liability Insurance

The proponent shall take out and keep in force Professional Liability insurance of \$5,000,000 providing coverage for acts, errors, and omissions arising from their professional services performed under this Agreement. The policy deductible shall not exceed \$100,000 per claim and if the policy has an aggregate limit, the amount of the aggregate shall be double the required per claim limit. The policy shall be underwritten by an insurer licensed to conduct business in the Province of Saskatchewan and acceptable to the City of North Battleford.

Automobile Liability Insurance (only applicable if an on-site visit is planned)

Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Saskatchewan, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated, hired, or leased by the contractor.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide a Certificate of Insurance evidencing coverage in force at least 10 days (about one and a half weeks) prior to contract commencement.

SECTION 3 INSTRUCTIONS TO PROPONENTS

3.1 Proposal Requirements

The Proposal shall consist of the following:

- A scanned copy of the Proposal Submission Form and the Declaration of Disclosure Form.
- Proposals are limited to 25 pages, excluding forms, Pricing, Proposal Submission Form, Declaration of Disclosure Form, addendums, and appendices.
- Resumes may be referred to in an appendix

3.2 Submission Deadline

Submit an electronic copy of the Proposal and any other documentation, as specified, to: tenders@cityofnb.ca.

Proposals will not be considered unless:

- received by the date and time specified – June 28, 2024, 2:00PM SK Time.
- received at the email address specified above
- contains the signed and scanned **Proposal Submission Form and Declaration of Disclosure Form** signed by an officer with authority to bind the Company.

Proposals will be opened shortly after the official closing time specified in the RFP. Each Proponent, by submitting a signed RFP, acknowledges that the Proponent has read, completely understands, and accepts the terms and conditions of this RFP in full.

Summary of Key Dates

The following is a tentative schedule that will apply to this RFP but may change in accordance with the City’s needs or unforeseen circumstances.

RFP issued:	May 23, 2024
Proposal submission deadline:	June 28, 2024
Evaluation and selection of Proponents for RFP:	July 2- 5, 2024
Staff recommendation reviewed by Council:	July 16, 2024
Final Report Presentation to Council	February 17, 2025
Council Approval of Feasibility Study	February 24, 2025

Communication

The Proponent is requested to identify one senior individual by name, address, and telephone number who will act as the Proponent’s primary contact with the City regarding this project.

For information concerning the content of this RFP, please contact:

City Clerk Department
City of North Battleford
1291 101st Street, North Battleford, SK S9A 2Y6
306-445-1700
tenders@cityofnb.ca

3.3 Project Specific Scope of Work & Deliverables

Refer to “Appendix A”.

3.4 Health & Safety, WSIB

Refer to “Appendix D”

The successful Consultant is required to conform with the Occupational Health and Safety Act related to the performance of the contract. In addition, the successful Consultant will be required to supply to the City of North Battleford a valid Clearance Certificate issued by WSIB, or if applicable, a letter from WSIB verifying Independent Operator’s Status.

3.5 Terms of Payment

The successful Consultant shall be reimbursed at:

- 30% Upon Completion of Phase One
- 50% Upon completion and presentation of Final Report to City Council
- 20% Upon approval of Arena Feasibility Study by City Council

Invoices submitted by the successful Consultant shall include a purchase order number, project title, a description of the work completed and a billing summary. This summary shall include the tasks set forth in the financial submission and shall indicate the budgeted cost, percentage invoiced to date and a total of these amounts for each task.

4.0 APPROACH & FORMAT

4.1 PROJECT APPROACH

The Proponent shall identify the following:

- Project **work plan** for organizing and executing the project scope and objectives.
- Project **management plan**, including **stakeholder engagement process** throughout the project, and an integration of the Proponent's Parks and Recreation Regional Master Plan (October 2020).
- Project **risks, constraints, limitations** that may impact the project delivery and success, and how they will be mitigated.

4.2 PROPOSAL FORMAT

TITLE PAGE

- Including Request for Proposal Title, Proponent's name, address, phone number, email address, and contract representative.
- One page letter of introduction signed by the person, or persons authorized to sign on behalf of the proponent which will bind the proponent to statements made in the proposal.

TABLE OF CONTENTS

- Proposals should include a table of contents properly indicating the section and page numbers of the information included.

EXECUTIVE SUMMARY

- Responses shall include a summary of the information presented in the proposal and the Proponents skills, qualifications, and ability to deliver on the identified deliverables, including experience with recreational planning documents and local government administration, ability to work within a set budget, understanding the challenges with small communities with limited resources, creative and dynamic approach to the process and public relations/community engagement experience.
- Affirmation that any specific materials deemed by the Proponent to be Confidential, be identified.

PROJECT APPROACH

- Project work plan for organizing and executing the project scope and objectives
- Project Management plan, including stakeholder engagement process throughout the project
- Project Risks, constraints, and limitations that may impact the project delivery and success, and how they will be mitigated

4.3 DELIVERY SCHEDULE

- The Proponent shall provide a work schedule, identifying start and finish dates for key project activities and dates for deliverables identified in the work plan. Completion dates for each project and work plan phase must be provided.
- For the purposes of a work schedule, refer to Appendix A, or the timeline in which the project must be completed from the award date.

REFERENCE PROJECTS

The Proponent must provide two (2) Reference Projects undertaken within the past ten (10) years.

Reference project examples must demonstrate the Proponent's expertise and practical experience in:

- Project of similar or equal scope, value, complexity, and/or delivery method; overcoming challenges met throughout the project; and any actions or considerations taken in the design to address climate change.
- References from the City or other parties identified in the project will not be accepted.

ORGANIZATIONAL CHART

An organizational chart is to be provided, indicating:

- Names and organizations of Proponent team members
- Specific Roles and Responsibilities of Proponent team members
- Project Lines of Responsibility and Reporting
- The Organizational Chart will be used in the negotiation of the Consultant Agreement; any changes in the key personnel at that time must be approved by the Owner.

SCHEDULE OF RATES AND FEES

As outlined under 4.5 Schedule of Rates and Fees

ADDITIONAL INFORMATION

Any additional information that the proponent may choose to provide.

Proposals shall remain valid and open for acceptance by the City for a period of ninety (90) calendar days following the deadline for receipt of proposals.

4.4 MANDATORY PROFESSIONAL REQUIREMENTS

- Demonstrated understanding of arena feasibility studies, planning and design, with experience in recreation infrastructure.
- Experience working within a set budget.
- Experience in local government operations.
- Experience in community consultation and ability to facilitate the process and discussion.
- Demonstrated ability to work successfully with multiple stakeholders, organizations and committees.
- Experience in developing resource tools and supporting documentation (i.e., reports, models, maps, storyboards, etc.) which can be used as part of presentations.
- Subcontractor use shall be clearly identified in the proposal. The primary bidder submitting the proposal will be considered responsible on behalf of all partners involved for the undertaking and deliverables related to the project.
- Key Members of the project must hold the proper education, licenses, and certifications. Such as but not limited to architects, engineers, land use planners and management consultants.
- Proponents will be required to provide proof of insurance and WCB prior to the contract being awarded.
- Two relevant and recent business/municipal references and project details (including budgets, timelines, constraints, etc.)

4.5 SCHEDULE OF RATES AND FEES

The Proponent shall show Professional fees calculated, based on level of effort, for each task outlined in the work plan. All financial information regarding professional rates, including the hours used to calculate fees- travel time, meetings, labour, office/staff expenses, site visits are to be included in the RFP.

This summary should also include any services not itemized but deemed necessary by the Proponent.

Detailed breakdown of quantities and cost estimates for City budget purposes and construction estimates.

4.6 COMPLIANCE

Any deviations from the city's RFP document must be clearly defined and are subject to acceptance or rejection by the city at its sole discretion.

4.7 EVALUATION PROCESS

The City Administration intends to recommend the appointment of the Consultant on the basis of best overall value, as determined by the review of the technical proposals and fees. The Consultant appointment is subject to approval by the City Council.

EVALUATION CRITERIA

Proposals will be assessed against the following criteria. The City reserves the right to shortlist firms for further evaluation and interviews which may alter the final scoring results. Proposals will be scored based on meeting or exceeding the expectations of the established evaluation criteria.

Evaluation Criteria		Weight Factor
1	Demonstrated project understanding	15
2	Project Methodology	10
3	Experience on projects of a similar nature	15
4	References	10
5	Schedule	10
6	Proposed Fee Structure	40
	Total	100

APPENDIX A

SCOPE OF WORK & DELIVERABLES

INTRODUCTION

The City of North Battleford wishes to complete an Arena Feasibility Study to examine the current facilities and identify the preferred alternative for an arena to meet the municipality's needs for at least 30 years. The finished product will be a report including all relevant documentation to chart a path to achieving the desired outcome.

SCOPE OF WORK

A. GENERAL APPROACH

Project is proposed to be divided into **two phases**.

PHASE ONE includes:

- Information Gathering and Data Collection
- Review of Current Facilities Functional Capacities
- Space Requirements
- Delivery (Operating) Models
- Phase One Report

PHASE TWO includes:

- Alternatives Development
- Evaluation of Alternatives
- Public Stakeholder Consultation and Communication Strategies
- Deliverables
- Project Schedule
- Financial Requirements

B. PROJECT INITIATION

Upon award of the project the parties will hold a project startup meeting. The terms of reference and schedule for the project will be finalized based on the Consultants proposal and an agreement between the parties for the project to be executed.

PHASE ONE:

a. **GATHERING OF INFORMATION**

- Facility & Area site visits
- Review of 2018 Arena Study- Concept Design Report
- Review of 2022 Recreation Master Plan
- Identify additional information requirements
- Conduct a gap analysis and identify additional information requirements
- Secure the needed and additional information

b. **REVIEW OF CURRENT FACILITY FUNCTIONAL CAPABILITIES**

- Identify current functional capabilities in sufficient detail to help evaluate future needs.

c. **REGIONAL NEEDS ASSESSMENT**

- Evaluate the utilization of the existing facility (excluding 2020-2021 Covid years)
- Develop a survey based upon the results of the 2022 Recreation Master Plan
- Consult with stakeholders and the public- local, regional, First Nations partner(s) and municipal government
- Prepare a working paper on the results of the survey and needs assessment

d. **SPACE REQUIREMENTS**

- Define what makes a ‘good’ location or ‘best’ site
- Identify facility space requirements- external and internal for a new facility, including parking lot requirements
- Identify utility and road surfacing requirements
- Review proposed locations for a new facility and recommend preferred location

e. **DELIVERY (OPERATING) MODELS**

- Develop delivery models
 - Regional
 - Local
 - First Nations partnership

PHASE ONE Report of findings to be provided to the City, partner Councils and First Nations partners

PHASE TWO

ALTERNATIVES DEVELOPMENT AND EVALUATION

This phase will identify a range of alternatives in enough detail that the City will understand the implications (financial and other) associated with each alternative. It will also chart a course for implementation of the preferred alternative.

a. IDENTIFICATION OF ALTERNATIVES

Identify the range of alternatives with the potential to be able to satisfy the current and projected needs of the community.

- Construct a new arena on a new city site to meet some or all the regional and community needs
- Construct a new arena on a site outside city limits or on Urban Reserve Land
- Other alternatives as the consultant may deem to be viable of consideration
- Develop and document each alternative to a level that defines the scope of the alternative
- Outline all delivery models including strengths and challenges
- Identify prospective and preferred sites for the Arena
- If a First Nations Partnership is proposed, the consultant will provide a draft operational agreement for the use of the facility
- For all additions or deletions to that of the existing rink, provide a business case for the rink components (for example multiple rinks, box seats, extra restaurant space etc.)
- Review and evaluate financial and/or build offers by First Nations
- Prepare a Class D Concept Design (interior/exterior and parking lots/grounds)of each alternative including ‘add-on’ possibilities (i.e., adding on a second rink)
- Prepare a detailed Class D Cost Estimate (construction & finishings- interior/exterior) including parking lots of each alternative, add-on and carry out a lifecycle cost for each alternative.
- Present report to City Council, Council partners and First Nations partners

b. EVALUATION OF ALTERNATIVES

- Develop an evaluation criterion suitable to the City
- Evaluate each alternative according to the established criterion
- Consult with stakeholders and the public
- Identify the technically preferred alternative
- Prepare a working paper to document the evaluation

c. IMPLEMENTATION STRATEGIES

Develop an implementation strategy for the recommended alternative.

d. REPORTING

- Prepare a draft final feasibility study report based on the technical papers developed over the study for review and comment.
- Present findings to City Councils, Council partners and First Nations partners

e. PUBLIC STAKEHOLDER CONSULTATION & COMMUNICATION STRATEGY

The consultant will be responsible for conducting public and stakeholder consultations and preparation of communications at least once during each phase of the project.

- Prepare draft material to advertise the study and request for public and stakeholder input
- Prepare questionnaires for surveys
- Coordinate with City staff
- Prepare draft material for the Public Relations Coordinator
- Coordinate, attend and facilitate at least one public information/consultation session in North Battleford, one in Battleford and one for the RMs and First Nations
- Meet with the Council from each partner community to seek input about the facility
- Information gathered on issues, ideas, opportunities
- Alternatives identified
- Results of the technical evaluation
- Provide a schedule for the meetings

f. DELIVERABLES

- Develop a detailed work plan that includes a schedule of action items and timelines
- Detailed to indicate how the objectives of the study will be met
- Provide an interim progress report after the completion of Phase One to City Administration
- Document the study and develop conclusions and recommendations
- Submit draft study finding to City Administration
- Feasibility Study final report, including an executive summary outlining the vision, as well as detailed actions for approval, implementation, schedules, standards, and guidelines

g. FINAL SUBMISSION REPORT AND DRAWINGS:

All reports will be prepared in MS Word and/or Excel and all drawings created in the latest PDF version. Ownership of both hard and digital copies must be transferred to the City upon project completion. Metric units are to be used.

Record Drawings and/or Final Reports must be submitted to the city within two weeks of project completion.

APPENDIX B Proposal Submission Form

REQUEST FOR PROPOSAL No. CNB-PR-2024-05-23

PROJECT: Arena Feasibility Study

CLOSING: June 28, 2024

I/WE hereby submit my/our proposal for the provision of the services as described within the request for information document for the above, named project.

I/WE have carefully examined the documents and have a clear and comprehensive knowledge of the requirements and have submitted all relevant data.

I/WE agree, if selected, to provide those goods and/or services to the City in accordance with the terms, conditions and specifications/terms of reference contained in the Proposal Document and in our submission.

I/WE agree that we are in receipt of addendum _____ to _____ inclusive, and the Proposal Price includes provisions set out in such addendum.

I/WE agree that the undersigned is/are authorized and empowered to sign and submit this proposal.

THE HIGHEST SCORING PROPONENT OR ANY PROPOSAL NOT NECESSARILY ACCEPTED AND THE CITY RESERVES THE RIGHT TO AWARD ANY PORTION THEREOF

Proponent's Legal Name _____

Street Address _____ City _____ Postal Code _____

Print Name of Person Signing for Company _____

Print Title of Person Signing for Company _____

Email address _____ Phone No. _____

Signed at _____ this day of _____, 2024.

Signature of Person Signing for Company _____

THIS FORM SHALL BEAR AN ORIGINAL SIGNATURE (electronic), BY AN OFFICER WITH AUTHORITY TO BIND THE COMPANY AND BE SUBMITTED TO BE A VALID OFFER

APPENDIX C Declaration of Disclosure

To: **CITY OF NORTH BATTLEFORD**

Name of Company: _____

I/WE DECLARE that no person, Company, or corporation, other than the one whose proper officers is or are attached below, has any interest in this Request for Information or in the Contract.

I/WE FURTHER DECLARE that this Request for Information is in all respects fair and without collusion or fraud.

I/WE FURTHER DECLARE that no City employee, or member of Council (or their families) is, or will become, interested directly or indirectly as a contracting party or otherwise in the performance of the Contract or in the supplies, work, or business to which it relates or in any portion of the profits thereof, or of any such supplies to be used therein or any of the monies to be derived therefrom.

I/WE FURTHER DECLARE that the statements contained in the RFP are in all respect true.

I/WE hereby propose and offer to enter into the Contract on the terms and conditions and under the provisions set forth in the RFP, and to accept in full payment therefore, the sums calculated in accordance with the actual measured quantities and unit prices attached to this Proposal.

I/WE AGREE that this RFP is an offer which is to continue open for acceptance until the formal Contract is executed by the Contractor or for 90 days following the Proposal closing date, whichever occurs first, and that the City may at any time within that period, and without notice, accept this Proposal whether any other Proposals had been previously accepted or not.

Signature of Authorized Signing Officer: _____

Print Name of Signing Officer: _____

Position: _____

Name of Company: _____

Date : _____

APPENDIX D Service Provider Agreement

Whereas the City of North Battleford desires to hire only safety-conscious and reliable companies with a firm commitment to employ competent persons, supervisors and workers to perform work for the City of North Battleford in compliance with good industry practices and applicable legislation; and the City of North Battleford requires close coordination of all parties performing work for the City of North Battleford to reduce the likelihood of loss to all workers, equipment and plant facilities; the City of North Battleford will appoint a contract administrator for all contractual agreements with Service Providers.

(Company Name) _____ (henceforth referred to as the “Service Provider”) firmly commits to workplace safety and will adhere to all and any related requirements of the City of North Battleford when performing work for the City of North Battleford:

1. Compliance with Legislation

The Service Provider shall perform all work undertaken for the City of North Battleford in compliance with all laws, regulations, standards and City of North Battleford requirements.

2. Orientation

The Service Provider shall ensure that all their employees receive site orientation and the Service Provider’s area and job specific orientation prior to commencing work on the site.

3. Competent Supervisors and Workers

The Service Provider shall ensure that it only utilizes qualified and competent supervisors and workers on any work performed for the City of North Battleford. “Competent worker includes a worker who is being trained to perform a particular task or duty and who is under close and competent supervision during that training. The Service Provider agrees to keep on file and provide documentation to the City of North Battleford, upon request, records of training pertaining to supervisory duties, trade tickets or certification, job specific training, WHMIS, TDG, orientations, etc. occurring before and during the project which might pertain to completing City of North Battleford work in a healthy and safe manner.

4. Housekeeping

The Service Provider agrees to keep its work areas clean at all times and to prevent the accumulation of waste materials and rubbish. The Service Provider agrees to perform a thorough clean up at the completion of the work and remove all equipment, surplus materials and tools from the site. If this is not done in a timely and acceptable fashion, the City of North Battleford reserves the right to remove such rubbish and other items and back-charge the cost of the same to the Service Provider.

5. Inspection of Equipment

The Service Provider agrees to inspect all tools and equipment brought onto the site and provide documented proof of same to the City of North Battleford upon request. Copies of certification for specialized equipment (cranes, man baskets, etc.) shall be provided to the City of North Battleford before such equipment is brought onto the site.

6. Tools and Equipment

The Service Provider agrees to provide the City of North Battleford a list of all tools and equipment it intends to bring on site to perform the work. The City of North Battleford reserves the right to inspect any and all such tools and equipment and to refuse entry onto the site should the City of North Battleford find any such items inappropriate to perform the work adequately and safely. This in no way alleviates the Service Provider's responsibilities with regards to its own tools and equipment.

7. Hazard Assessment

The Service Provider agrees to conduct and document a thorough hazard assessment of the work and submit the same to the City of North Battleford no later than 7 days prior to the commencing of work. The City of North Battleford reserves the right to insist on upgrading hazard control measures and/or altering procedures to reduce the potential for injury or loss. The Service Provider also agrees to conduct and document smaller hazard assessments during the project prior to starting any hazardous tasks. For short duration work (less than 3 days) the Service Provider shall complete a hazard assessment at the beginning of each shift.

8. Contractor Safety Program

The Service Provider agrees to adhere to its own and the City of North Battleford Safety program. Where inconsistency exists or arises, the higher standard deemed by the City of North Battleford shall be followed.

9. Reporting Requirements

The Service Provider agrees to provide copies to the City of North Battleford as soon as is reasonably possible on all required reporting mandated by legislation (i.e., dangerous occurrence, high risk asbestos work, hospitalization of injured worker, etc.)

10. Worksite Inspections

The Service Provider agrees to conduct weekly inspections of their work areas and have copies available to the City of North Battleford upon request.

11. Incident Investigations

The Service Provider agrees to investigate all first aids, medical aids, lost time and near misses and submit written investigation reports to the City of North Battleford within 24 hours of the occurrence. All lost time injuries and dangerous occurrences shall be reported immediately to the City of North Battleford on a verbal basis prior to submission of a written report.

12. Toolbox Safety Meetings

The Service Provider agrees to conduct weekly safety meetings (15-30 minutes) and have copies of the meeting minutes and attendance forwarded to the City of North Battleford. If requested, the Service Provider agrees to designate an individual to participate in a joint worksite Occupational Health and Safety Committee if and when one exists.

13. Personal Protective Equipment

The Service Provider agrees to supply and have available at the worksite all basic and specialized protective equipment that may be required to safely perform the work. The Service Provider shall ensure that all workers required to use personal protective equipment are trained in its care, use, maintenance and limitations.

14. Critical Work

The Service Provider will provide and follow a permit system when performing any hazardous critical task (e.g., excavating, confined space entry, hot work, work near high voltage lines, pressure testing, critical lifts, etc.)

15. Controlled Products

The Service Provider agrees to have SDS sheets on site for all controlled products used on site. The Service Provider will provide copies of the MSDS sheets to the City of North Battleford upon request.

16. Records and Statistics

The Service Provider agrees to compile and submit to the City of North Battleford monthly statistical reports of all incidents including lost time injury frequencies and severity rates.

17. WCB Information

All City of North Battleford Service Providers must be registered with the WCB. If so requested by the City of North Battleford, the Service Provider agrees to submit a copy of their WCB Statement of Injury Costs Supplement for the current and previous two years.

18. Audits

The Service Provider agrees to succumb to periodic safety audits conducted by the City of North Battleford. In so doing, the Service Provider shall make all of its safety documentation records available for review along with making available for short interviews the required number of supervisors and workers. The Service Provider agrees to proactively work to continuously improve its safety program per the recommendations of the City of North Battleford auditors.

19. Subcontractors

The Service Provider shall make all subcontractors aware of the provisions of this agreement and ensure that all their subcontractors and agents abide by the provisions herein.

20. Stopping Work

The City of North Battleford reserves the right to stop the performance of any City of North Battleford work at any time that it feels, in its sole opinion, that the work or the manner in which work is performed is creating unacceptable risk to any parties on the City of North Battleford worksites. The City of North Battleford reserves the right to terminate any contract with any Service Provider for poor safety performance or failure to adhere to any of the provisions of this agreement. The City of North Battleford shall not be liable for any loss (financial or otherwise) incurred by the Service Provider for work performed up to and including the date of termination and reserves the right to let the remainder of the contract to another suitable party.

21. Enforcement Policy

The Service Provider will be responsible to enforce the disciplinary policies outlined in their safety Program or Operating Procedures and will make copies available of such to the City of North Battleford upon request. The City of North Battleford reserves the right to have any of the Service Provider’s employees or agents removed and/or banned from any City of North Battleford site for blatant disregard of site rules or safety requirements.

22. First Aid

The Service Provider agrees to ensure that all of its employees and agents immediately report all first aids and other injuries. First aid records will be maintained by the Service Provider for the duration of the project and kept on file for a period of at least 5 years following the completion of the project. The City of North Battleford may request copies of all or part of the first aid records during the project or during the filing period of 5 years.

23. Additional Terms

The Service Provider agrees to adhere to any additional safety requirements stipulated by the City of North Battleford which may arise due to unforeseeable circumstances which might result in unacceptable risk to workers, equipment or facilities (e.g., act of God, extreme inclement weather conditions, etc.)

The Service Provider acknowledges and agrees to abide by the terms and conditions of this agreement.

Executed this _____ day of _____, _____ on behalf of

_____ (Service Provider Company Name)

_____ (Company’s Address)

_____ (Company’s Phone number)

_____ (Service Provider Representative
Per (Print Name and Position)

_____ (City of North Battleford Representative
Per (Print Name and Position)

Acting Contract Administrator Annual Pre- Qualification

_____ City of North Battleford Representative
Per (Witness)