

Request for Proposal (RFP):

ARCHITECTURAL AND DESIGN SERVICES

STANDING OFFER AGREEMENT



Issued by: Regina Public Library

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1 INTRODUCTION

Regina Public Library (“RPL”) invites qualified and experienced Proponents to submit a Proposal for the supply of Architecture and Design services (the “Services”) on a Standing Offer basis for project work as may be required by RPL from time to time for a term of three (3) years plus extensions with the option for RPL to extend up to two additional times for a period of two (2) years per extension.

2 BACKGROUND

RPL is an urban library system comprised of eight branches and a Central Library that includes the Central Adult and Central Children’s branches.

RPL is an integrated cultural organization that exists to provide opportunities for discovery and learning in an inclusive, customer-centred and welcoming environment. Specifically, RPL offers:

- Free and open access to resources;
- Community space where people and ideas meet;
- Programs and services that support reading, curiosity and discovery; and
- Community opportunities that complement and strength the public library offering.

RPL has operations in nine (9) locations including the Central Library building and eight (8) branches in a mix of owned, leased and partner premises.

In 2017, RPL renewed its strategic planning process. Through this process, RPL established a commitment to branch renewal which will result in a variety of projects over the next several years.

In addition to branch renewal projects, RPL undertakes work as part of its preventative maintenance, repairs, and general improvement activities within its facilities.

3 NATURE OF THE STANDING OFFER AGREEMENT

It is understood and agreed by all Proponents that should any Proposal(s) be selected by RPL, it will result in a standing offer agreement (“Agreement”) only. RPL may enter into an Agreement with one or more Proponents for the services described herein.

The establishment of any agreement between RPL and any Proponent pursuant to this RFP does not guarantee the provision of any work to such Proponent, and any work that is requested of a Proponent will be at RPL’s sole discretion and under terms mutually agreeable to both RPL and the Proponent.

The actual Services required for any given project may vary. The work will be allocated at the sole discretion of RPL, and the Proponent does not have any claim for compensation, expense, damage or loss of profit from RPL, for the failure to award any portion of the work to the Proponent or for RPL’s use of its own or other contracted resources to perform any portion of the services described herein.

4 SCOPE OF REQUIRED SERVICES

The Services may vary from small to medium scale projects at various facilities within the library system and will apply to building exteriors, interiors and grounds as well as building systems and infrastructure.

The scope of Services is architecture and design services including but not limited to the following:

4.1 PROJECT SERVICES, INCLUDING:

- Pre-design
- Schematic design
- Design development
- Construction documents
- Bidding management
- Construction administration and quality assurance

4.2 SUPPORT SERVICES, INCLUDING:

- Concept development for potential changes
- Project planning and budget development
- Consultations with staff, customers and the public
- Engagement of specialized consultants (e.g. electrical, structural, mechanical)
- Facility and system condition reviews
- Code reviews
- People movement/flow reviews and workflow design
- Interior design, decorating, furniture, and shelving selection
- Landscape review, design and updates

For illustration purposes, the following are examples of projects currently being considered by RPL for 2019 and 2020:

1. Washroom renovation at Glen Elm branch, including the redesign and refit of women's, men's and all-gender washrooms plus the addition of a security gate to allow the segregation of the washrooms in a zone with the program rooms, separate from the main area of the branch, for future after-hours use.
2. Film Theatre accessible seating redesign to accommodate wheelchair access for films and events with flexible seating options when wheelchair access is not required.

3. Sherwood Village branch space redesign.
4. Library furniture standing offer RFP preparation, review and award.
5. Shelving standing offer RFP preparation, review and award.
6. Determination of corrective actions to address fire code issues within Central Library and branches.

Examples of other work, not planned but which may be of interest to RPL in the future and may fall within the scope of the Services are:

1. Conceptual exploration of accessibility options for Connaught branch.
2. Relocation of Glen Elm branch entrance and improve basement accessibility.
3. Sunrise branch space redesign.
4. Interior redesign/update of Prince of Wales branch.

5 SUBMISSION DEADLINE

To receive consideration, responses to this RFP must be received no later than 2:00pm Saskatchewan Time on Wednesday, May 29, 2019. Late proposals will not be considered and will be returned unopened or an email advising of late receipt will be sent to proponents who sent electronic proposals.

Electronic proposals are acceptable and should be sent to directorsoffice@reginalibrary.ca with "Response to Design Services RFP" in the subject line.

Hardcopy submissions must contain three copies of the proposal and should be directed to:

Director's Office, 2nd Floor
Regina Public Library
2311 – 12th Avenue
REGINA SK S4P 0N3
306-777-6115

Prior to the submission deadline, RPL may amend or clarify the RFP. If RPL revises the RFP after the closing date, Proponents will have the opportunity to refine, submit, or resubmit their proposals.

6 PROJECT CONTACT

Proponents are encouraged to obtain a clear understanding of the proposal requirements prior to submission.

At all times, the Proponent has the responsibility to notify RPL, in writing, of any error or omission contained within the RFP document; or request a clarification which may be required to prepare the

proposal. Responses to questions will be posted to the SaskTenders website. Please access this site to check for questions and answers posted, prior to the submission deadline.

Inquiries, review of available information and existing collections, interpretations and questions regarding the procurement process, or the scope of work are to be directed to:

Kevin Saunderson
Senior Manager Corporate Services
Regina Public Library
2311 – 12th Avenue
REGINA SK S4P 0N3
306.777.6222
ksaunderson@reginalibrary.ca

Verbal responses to any inquiry are not binding on either party. Contacts are restricted to the person identified above. Contact with individuals other than those listed above may result in proposal disqualification.

7 GENERAL INFORMATION AND REQUIREMENTS

7.1 INCURRED COSTS

RPL will not be liable in any way for costs incurred by Proponents in replying to this RFP.

7.2 INNOVATIVE PROPOSALS

Proponents are required to base their proposal submission, and all pricing contained therein, on the requirements set out in this RFP. Notwithstanding these requirements, Proponents are encouraged to provide innovative ideas and suggestions which they feel will improve upon the requirements set out in this document.

7.3 RESERVATIONS

RPL reserves the right to:

- Reject any or all proposals received in response to this RFP;
- Seek clarification from Proponents who respond to this RFP;
- Verify the validity of the information supplied in any proposal;
- Waive or modify procedural and administrative irregularities due to honest or unintentional mistakes as identified in proposals received, after discussion with the Proponent;
- Negotiate with the Proponent(s) responding to this RFP, consistent with the objectives stated;
- Cancel this RFP at any time for any or no reason. If cancelled, RPL is not responsible for any costs incurred by the Proponent(s); and
- Accept the proposal(s) that appears to be in the best interest of RPL.

7.4 PROPOSAL PROPERTY

Once opened, proposals and accompanying documentation become the property of RPL and will not be returned.

7.5 COLLUSION

Proposals will be made without any connection, comparison of figures, or arrangements with or knowledge of any other person or persons making a proposal under this RFP and will be in all respects fair and without collusion or fraud.

7.6 PROPOSAL ACCEPTANCE PERIOD

By submitting a proposal, each Proponent agrees that their proposal may be subject to acceptance by RPL any time prior to sixty (60) days after the due date for submitting proposals.

7.7 PUBLIC ANNOUNCEMENTS

Proponents must not make public announcements or issue a news release regarding this RFP or any subsequent award of contract without the prior written approval of RPL.

7.8 CONFLICT OF INTEREST

Each Proponent must make full disclosure of any relationship with any employee of RPL who makes recommendations concerning the selection of a successful proposal or any employee who may allot work to or order supplies from the successful Proponent.

7.9 PROPOSAL PRICES

All prices proposed must be in Canadian currency. If not stated otherwise, RPL will assume prices quoted are in Canadian funds. The prices proposed will include all costs associated with providing the service.

Whenever the amount proposed for an item in the proposal does not agree with the extension of the estimated quantity and the proposed unit price, the unit price will govern, and the extended amount proposed for that item will be corrected accordingly.

7.10 EXECUTION OF FORMAL CONTRACT

The successful Proponent will enter into a formal, written agreement(s) with RPL in such form as may be acceptable to RPL, in its sole discretion.

RPL and the successful Proponent(s) agree to incorporate the salient description and elements from this RFP and the Proponent's proposal that identify how the Proponent will provide the requested services in accordance with the terms of this RFP. In the event of any inconsistency between the accepted proposal, the RFP, and the Contract, the latter will supersede the former.

The successful Proponent(s) will endeavour, in good faith and in a timely manner, to finalize and execute the agreement(s) without delay.

If RPL and any successful Proponent are unable to successfully negotiate an agreement(s), RPL reserves the right, in its sole discretion, to disqualify the Proponent and to commence negotiations with the next highest ranked Proponent who provided a compliant response to this RFP. All Proponents acknowledge and agree that RPL is not obligated to enter into any agreement or to retain any successful Proponent for the services outlined in this RFP, unless in the sole discretion of RPL, a satisfactory agreement or agreements can be reached.

7.11 TERMINATION OF CONTRACT FOR UNACCEPTABLE PERFORMANCE

Should a Proponent's performance be deemed unacceptable, RPL reserves the right to cancel any agreement(s) or contract(s) executed under this proposal with thirty (30) days' notice.

7.12 PERMITS, LICENSES

To the maximum extent allowed by law, the Proponent and any sub-contractors used by the Proponent are responsible for obtaining and paying for all necessary permits and licenses required for the performance of the services and acquisition of materials. Proponent shall inform RPL of such permits, licenses, and other approvals that RPL must obtain directly.

7.13 APPLICABLE LAWS

The Proponent is responsible for adhering to all applicable laws, codes and other regulations in performing the services.

7.14 CONFIDENTIALITY

RPL anticipates the Proponents may wish to treat certain elements of their submissions as confidential or proprietary. Proponents are advised, however, that freedom of information requirements in force in the Province of Saskatchewan may afford rights of production or inspection at the application of third parties. Further, the contract entered into by the successful Proponent will, by law, be available for inspection by members of the public.

7.15 GOVERNING LAW

This RFP process will be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

7.16 RPL POLICIES AND PROCEDURES

The successful Proponent will ensure its employees follow RPL policies and procedures when on site including Respectful Workplace, Confidentiality, and Harassment Free Workplace.

7.17 TERMS AND CONDITIONS

Any terms and conditions proposed by the Proponent inconsistent with, or in addition to, this RFP or the schedules and appendices attached will be void and have no effect. All terms and conditions of this RFP are deemed to be accepted by the Proponent and incorporated by reference in their proposal, except for those that are expressly challenged by the Proponent in their proposal.

8 EVALUATION OF PROPOSALS

All proposals must address RPL’s response requirements and the terms and conditions stated in this RFP. RPL will evaluate the proposals and will select the proposal(s) that best meets the interests of RPL based on RPL’s determination of the best scoring and most advantageous proposal, presentation, and completed reference checks. RPL will be the sole judge of its own best interests, the proposal, and the resulting contract. RPL’s decision is final.

8.1 PRESENTATIONS

The decision to request presentations, interviews, demonstrations or clarifications is at RPL’s discretion. The intent of the interviews/presentations, if held, will be to allow the evaluation committee an opportunity to clarify any questions resulting from an initial evaluation. No new information may be brought forward by the Proponent. Proponents are advised not to prepare their proposal submission in anticipation they will be granted a presentation. Please respond fully to the RFP at the time of proposal submission. Presentations will not be scored separately; the Evaluation committee will use presentations to confirm or modify its scoring for each defined evaluation criteria.

8.2 REFERENCES

The decision to undertake reference checks is at RPL’s discretion. Reference checks will not be scored separately; the intent of reference checks, if undertaken, will be to allow the evaluation committee an opportunity to confirm or modify its scoring for each defined evaluation criteria. RPL may contact people or organizations other than those provided by Proponents for the purposes of conducting reference checks.

8.3 EVALUATION RESULTS

Proposal evaluation results are the property of RPL. RPL does not intend to disclose the evaluation results before, during, or after the RFP process.

8.4 EVALUATION CRITERIA

The Evaluation committee will consist of representatives from RPL. Submissions will be evaluated based on the following criteria and point system.

Criteria	Points
<p>Qualifications</p> <ul style="list-style-type: none"> • Size and location of firm, years in business, number and composition of staff. • Corporate reputation and service history. • Ability to satisfy requirements of the Services – capability and capacity. • Qualifications of staff. • Demonstrated approach to engage additional, qualified and experienced resources when required. 	<p>20</p>

<ul style="list-style-type: none"> • Management/administrative abilities in delivering projects within established timelines, budget and quality benchmarks. • Other relevant factors RPL may consider appropriate to its evaluation. 	
<p>Experience, including library facility design</p> <ul style="list-style-type: none"> • Recent, formal professional development and/or experience specifically related to library functional and/or facility design. • Assurance of ability to apply relevant knowledge and experience to RPL projects. • Demonstrated experience providing services in a standing offer agreement. • Demonstrated innovation in services like those described herein. • Other relevant factors RPL may consider appropriate to its evaluation. 	30
<p>Approach and Methodology</p> <ul style="list-style-type: none"> • Demonstrated understanding of the scope of services. • Approach to develop effective working relationships with key RPL staff. • Approach to ensure consistency of services and deliverables across all RPL locations through multiple projects. • Approach to spur innovation and seek cost effective ways to meet design objectives. • Approach to customer, stakeholder and public consultation processes. • Approach to proactively involve requisite authorities (e.g. City planning department, Fire Marshall/Inspector, etc.) in the planning and design process. • Proposed process and steps to be taken through all phases of each project. • Universal design strategy. • Sustainable design strategy. • Experience with an Integrated Design process. • Proven ability to control project schedules and budgets. • Proven ability to control quality during construction. • Other relevant factors RPL may consider appropriate to its evaluation. 	30
<p>Cost Proposal</p> <ul style="list-style-type: none"> • Proposed approach to costing projects of small to medium size (assume projects of medium to larger size will be in accordance with the fees recognized by the Saskatchewan Association of Architects. • Hourly rates for different levels/types/roles of in-house staff. • Proposed approach and costs for administering 3rd party resources. 	15
<p>Quality of Proposal</p> <ul style="list-style-type: none"> • Compliance with the RFP. • Completeness and clarity of the Proposal. • Innovation in approach/ideas to address the Services and/or objectives of RPL. 	5
Total	100

9 SUBMISSION REQUIREMENTS

Please include the following items in your submission. Failure to include the following requirements may result in the rejection of the proposal.

9.1 LETTER OF TRANSMITTAL

Provide a Letter of Transmittal, or covering letter, dated and signed by an official authorized to negotiate and make commitments on behalf of the company. The letter should indicate contact name, title, email address and telephone number of the individual who can provide any required clarifications with respect to your proposal.

9.2 COMPANY INFORMATION

Please include:

1. Business Name
2. Address
3. Telephone number
4. Email Address
5. Website address
6. Company's profile, with number of years in business, description of business structure, number of employees, etc.
7. Overview of industry focus, services, customers.
8. Summary information on the company's track-record and accomplishments in the past five years.
9. Information indicating the extent to which this company is protected for professional liability. Minimum coverage of \$2 million is required for comprehensive general liability. Regina Public Library shall be included as an insured party. A Letter of Good Standing from the Saskatchewan WCB will also be required from the successful Proponent.

9.3 QUALIFICATIONS

Describe your ability to satisfy requirements of the Services, including details regarding the knowledge, skills and capacity of your team. This must include details regarding the key members of your team who would reasonably be expected to undertake work for RPL. A C.V. for each proposed team member, highlighting education, certifications and experience, should be included in the proposal.

Describe your management/administrative structure and identify those people who would have oversight of and be responsible for the quality of service delivered to RPL.

Describe and provide examples of how you engage additional, qualified and experienced resources when you do not have the capability or capacity on your team. This should include specialized consultants and engineers in areas such as electrical, structural, mechanical, landscape design, etc.

Provide details regarding relationships, commitments and agreements that you may have in place for engaging such resources.

Describe how you manage capacity on your team to support an on-demand service model as intended with this standing offer services agreement.

Describe any other relevant factors RPL may consider appropriate to its evaluation.

9.4 EXPERIENCE

Describe the recent, formal professional development and experience related to library functional and/or facility design of those key members of your team who would reasonably be expected to undertake work for RPL.

Describe how you have worked within standing offer services agreements and how you have addressed the need to apply appropriate and relevant knowledge and experience to meet project needs as they have arisen under such standing offer services agreements.

Describe your approach to innovation and how you have brought about innovation in services like those described herein.

Describe any other relevant factors RPL may consider appropriate to its evaluation.

9.5 APPROACH AND METHODOLOGY

Describe your understanding of the scope of the relevant services that may be required by RPL.

Describe your general design philosophies and how you apply principles of universal design, sustainable design, etc.

Describe how you propose to develop effective working relationships with key RPL staff.

Describe your proposed approach to work with RPL staff to define and initiate projects under a standing offer agreement.

Describe your general approach to project work like that described herein, including general processes, phases and steps to be followed for each project.

Describe your approach to ensure consistency of services and deliverables across all RPL locations through multiple projects in keeping with RPL's brand.

Describe your approach to balance costs with design in reaching RPL's business objectives.

Describe your approach and experience in customer, stakeholder and public consultation processes.

Describe your approach and experience in proactively involving requisite authorities (e.g. City planning department, fire marshal/inspector, etc.) in planning and design processes.

Describe your approach to control project schedules and budgets, and to ensure quality for all RPL work.

Describe any other relevant factors RPL may consider appropriate to its evaluation.

9.6 COST PROPOSAL

Describe your proposed approach for determining fees for projects of various sizes. This should also address your approach for determining fees for inclusion/administration/oversight of third-party resources.

The proposed approach must generally be in accordance with the percentage fees recognized by the Saskatchewan Association of Architects (SAA) fee schedule and Bylaw 21 of SAA.

Identify all costs for any and all charges which may be invoiced to RPL, including fee percentages, hourly rates for each resource type, uplift on any third-party providers, any expected travel and living expenses, etc. Identify taxes separately.

Identify any cost saving proposals that would apply generally or for any specified types of projects.

Identify any value-added benefits available to RPL.

Describe any other relevant factors RPL may consider appropriate to its evaluation.

9.7 REFERENCES

Provide a minimum of three (3) references for whom the Proponent has provided similar services within the past five years. At least one reference must be able to provide insight into the Proponent's knowledge and experience related to library functional and/or facility design. At least one reference must be an organization for which the Proponent has provided services on a standing offer basis.

References must include the name and address of the organization, and the name, title, phone number and email address of the contact person, and describe as clearly as possible how the services provided to these references are like the services proposed for RPL. References should also provide details about discrete projects undertaken for each identified client, including scope, size, objectives, costs, and assigned resources.

Please note, RPL may contact people or organizations other than those provided by Proponents for the purposes of conducting reference checks.

RPL reserves the right to check the references of all Proponents at any time during the evaluation process, at RPL's discretion. References may be contacted by phone and/or in writing and any information received will be used to assist the evaluation committee in assessing a Proponent's capacity and capability to provide the services as outlined in their proposal.

RPL may use its own experience with this Proponent, through previous interactions, to assess the Proponent's past performance.

RPL reserves the right to disqualify any Proponent whose references, in the opinion of the evaluation committee, are found to be unsatisfactory.

10 AWARD AND TERM

RPL intends to select one or more Proponents for a standing offer agreement for a term of three (3) years with the option, at RPL's sole discretion, to extend up to two (2) additional times for two (2) years per extension.

There is no implicit or explicit guarantee that the RFP will proceed or that any standing offer agreement will be established with any Proponent. RPL reserves the right to accept or reject any or all proposals.

A successful Proponent's proposal will form part of an agreement with the Proponent.

The contract will be awarded in accordance with the following conditions:

1. The Library reserves the right to award the contract in whole, or in part, to one or more Proponents based on their submissions, or to reject all submissions.
2. The Library reserves the right to separately tender any project or any part of the Services at its sole discretion.
3. The selected Proponent(s) shall ensure it has and maintains all appropriate and required licenses and certifications to provide the Services during the term of any agreement with RPL.
4. The selected Proponent(s) shall ensure it has and maintains insurance for professional liability, comprehensive general liability and workers' compensation from reputable/required providers for the term of any agreement with RPL. Proponent shall provide proof of insurance within 10-business days of any request from RPL.
5. The selected Proponents(s) shall indemnify and hold harmless RPL, its employees, servants and/or agents from all claims arising from the negligence of the Proponent, his employees, servants and or agents.
6. The selected Proponents(s) shall require that its employees and agents follow RPL policies, procedures and rules such as Confidentiality, Harassment Free Workplace, Respectful Workplace and security and safety when on RPL premises and/or working on RPL projects or otherwise conducting business for the benefit of RPL.