

Request for Proposals

Regina Public Library Owner's Representative for Central Library Project

RFP # 2019-07

Pre-Submission Meeting: 2:00 p.m. (Saskatchewan), October 22, 2019
in the RPL Film Theatre (lower level of the Central Library)

Submission Deadline: 2:00 p.m. (Saskatchewan), November 20, 2019

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1.0 INTRODUCTION

1.1 Project Overview

The Regina Public Library (RPL) invites qualified consultants to submit proposals to provide Owner's Representative services to support RPL's efforts on its Central Library renewal project as described in this Request for Proposals (RFP).

A Central Library is essential to the operations of RPL and the services that it provides for the citizens of Regina.

The desired outcome of the first phase of this renewal project (Phase I) is a decision by RPL's Board of Directors, by March 2020, regarding how to address the future of Central Library. To achieve this result, the Consultant will, using existing information and material, along with obtaining and/or preparing necessary additional information, develop and present a business case to the Board and undertake associated activities to support the Board through their decision-making process.

Subsequent project phases may include supporting the Board in its work with Regina City Council to secure funding for the Project, lead procurement of design and construction services, provide oversight of design and construction services, lead logistics for occupation, and conduct a post-occupancy review. While future phases will fit generally into these categories of work, their precise nature depends upon the decision made as a result of Phase I.

This RFP is not a tender and is not subject to the laws of competitive bidding. No bid contract or agreement is created by the submission of a proposal.

1.2 Background

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 strengthen 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 joint/partner premises.

In 2017, RPL renewed its strategic planning process. Through this process, RPL established ambitious operational targets and a commitment to Central Library renewal.

The current Central Library building was opened in 1962 to serve a population of approximately 110,000 people, less than half of Regina's current population. It includes both children's and adult libraries, Literacy and Outreach services, Prairie History Room, a digital media studio, a nationally recognized art gallery, and a film theatre.

Central Library is RPL's busiest location and the pressure for growth is being felt more intensely with every passing year. The current 75,000 square foot floor plan is about half the size required to serve Regina's growing population and the public's demand for a place to interact in a community setting that offers a sense of place, culture, and meaning. More public space is required for reading, digital access, programming, and meeting space.

All of RPL's system-wide administrative services, including library materials acquisition, programming and corporate functions, are also housed at the Central Library. Extensive work has already been done to indicate these functions should remain in the Central Library building in the future. However, there is a need to review this work to confirm that centralized services should continue to be housed at the Central Library.

1.3 Additional Information

In order to effectively respond to this RFP, it is anticipated that Consultants may want to review current information regarding Central Library.

Over the years, a number of studies have been completed regarding Central Library. Some of these studies are publicly available on the RPL website at <https://www.reginalibrary.ca/cld/>.

In addition to the information currently available on the RPL website, further information may be made available on a secure online site to those proponents who indicate an intention to respond to this RFP and who submit a signed copy of the "Intent to Respond and Non-Disclosure Agreement" attached to this RFP as Appendix B. This information includes facility infrastructure reviews, functional program plans, and other related documents.

1.4 Pre-Submission Meeting

There will be an information session regarding this RFP on October 22nd at 2:00 p.m., Saskatchewan Time, for any interested Proponents to attend. The session will take place in the RPL Film Theatre on the lower level of the Central Library building at 2311-12th Ave, Regina, Saskatchewan.

Only representatives of Proponents who have submitted a signed "Intent to Respond and Non-Disclosure Agreement" (Appendix B), as set out in section 1.3 (Additional Information) will be admitted to the information session.

2.0 DEFINITIONS

Capitalized terms used throughout this RFP shall have the following meaning:

“Board” means the Regina Public Library Board of Directors.

“Consultant” means the party or parties with whom RPL enters into a Contract to provide the Services.

“Contract” or “Agreement” means the definitive contract between RPL and the Consultant pursuant to which the Consultant will provide the Services.

“Library” or “RPL” means the Regina Public Library and includes any person designated or authorized by the Library to act on its behalf.

“Project” means RPL's Central Library renewal project as may be further defined or revised by RPL from time to time.

“Proponent” means a party that submits a Proposal in response to this RFP.

“Proposal” includes all of the materials and documents that a Proponent submits in response to this RFP.

“RPL Representative” means the person designated by RPL as the key contact for the Proponents for this RFP and the Project, as such designated person may be replaced from time to time by RPL.

“Services” means the services provided by the Consultant requested and/or arising from this RFP and the Contract.

“Statement of Work” means an addendum to the Contract that describes specific activities and tasks, deliverables, assigned personnel, and other related details of the Services to be delivered for a specific phase of the Project.

“Upset Fee” means a payment system based on invoicing for time and materials up to a total maximum price which cannot be exceeded.

3.0 GENERAL INFORMATION

3.1 RFP and Anticipated Project Timeline – Phase I

The following is the anticipated schedule of events for Phase I of the Central Library renewal project. These dates may be changed at any time by RPL in its sole discretion.

Milestone	Date
Release RFP	October 10, 2019
Pre-submission meeting <i>and</i> deadline for submission of “Intent to Respond and Confidentiality Agreement” forms (found in Appendix B)	October 22, 2019 2:00 PM Saskatchewan time
Deadline for submission of Requests for Clarifications (found in Appendix A)	November 8, 2019
Proposal Submission Deadline	November 20, 2019 2:00 PM Saskatchewan time
Invitation(s) to Present (if required)	December 5, 2019
Presentations (if required)	December 13, 2019
Contract Award	December 20, 2019
Project Initiation	January 1, 2020
Presentation of draft Business Case	February 28, 2020
Business Case finalized	March 23, 2020

3.2 Project Budget – Phase I

Funding has been secured for Phase I of the Project only. The award of any and all subsequent Phases of the Project are subject to RPL's internal approvals and will be subject to further funding being secured.

By responding to this RFP, Proponents acknowledge that RPL is not representing or warranting in any way that any Phase of the Project will be approved or proceed.

3.3 Project Management Organization

The RPL Representative for the RFP is:

Jeff Barber
Library Director & CEO
Regina Public Library
jbarber@reginalibrary.ca
306-777-6099

Mailing Address: P.O. Box 2311
Regina, SK S4P 3Z5

Street Address: Library Director's Office, 2nd Floor
2311 – 12th Ave.
Regina, SK S4P 0N3

RPL intends to establish an internal Steering Committee to oversee the execution of the Project.

4.0 GENERAL SCOPE OF SERVICES AND REQUIREMENTS

The Consultant will perform the Services in accordance with the direction of the Steering Committee or its representative. RPL expects that the Services will include, but not be limited to, the Services described below:

4.1 General Services – All Phases

Throughout the duration of the Project, including during all phases undertaken, the Consultant will perform all such Services as may be requested by RPL, including:

- Develop and maintain terms of reference for the services, which outlines objectives (using or modifying the objectives outlined in this RFP), project management controls and processes, a reporting and communications framework, and a strategy for completing the work.
- Prepare and submit a detailed Statement of Work for each phase of the Project for approval by RPL, as requested by RPL.
- Provide project management services to ensure the effective use of resources, timely preparation and presentation of deliverables, and management of risks and issues.
- Develop and maintain a budget for the Project, on a phase by phase basis, as required and approved by RPL.
- Develop and execute an internal and external communications strategy for each phase, as required by RPL.
- Compile and review any and all relevant background information and data.
- Provide verbal and written status reports and briefings as required by RPL from time to time on all aspects of the Project and the Services.
- Prepare for and lead any public or stakeholder consultations that are requested by RPL.
- Prepare and provide RPL with all deliverables, as described in Section 4.2 (Scope of Work by Phase).
- Submit invoices monthly indicating personnel, hours worked, and charge out rates. The invoice will also show the approved Upset Fee, amount billed previously,

amount billed to-date, the balance remaining and the projected expenses to completion of the Project.

- Submit a monthly progress report identifying work done in the month, work proposed in the next month, and budget status in support of the invoice.
- Participate in frequent meetings, including Project management meetings, and meetings with the Steering Committee, the Board, and others, as required.
- Submit all correspondence to the designated RPL Representative.

4.2 Scope of Work by Phase

4.2.1 Phase I – Project Initiation and Board Approval

1. Review all existing/prior studies, plans and documentation relating to the Central Library; make recommendations to RPL and, if approved by RPL, undertake or procure additional studies and reports to support the preparation of a business case for the Project and the Board's decision making.
2. Conduct a high-level review of branch functional operations to verify/validate the role/function of Central Library within the system.
3. Update the Central Library functional programming document and review Central Library from a city-wide perspective, taking into account RPL's multi-location system in the context of the current population, configuration, demographics, and projected growth of the city.
4. Plan, prepare for, facilitate and report on workshops with key stakeholders, including the Board and RPL staff, as required. This will include action to confirm and clarify aspects of the functional program, branch operations review, and the business case. For example, the Consultant will be expected to facilitate a workshop with the Board to review facility size and location options.
5. Plan, prepare for, facilitate and report on internal and external stakeholder, community and customer engagement activities, as required, to support the Project's communication plan, develop support for the Project, and to obtain input and feedback on the planned spaces and services in a renewed Central Library.
6. Advise RPL regarding permitting, building code, regulatory, zoning and bylaw compliance requirements and identify strategies to address any issues (e.g. parking requirements, communication to external stakeholders).

7. Undertake financial analysis and feasibility of various funding sources and approaches, including researching grants and borrowing options, and present funding options to support decision making.
8. Outline the logistical and financial considerations for temporary accommodation of library operations, including a plan for acquisition, renovation, moves to and from, and internal and external communications, along with an assessment of operational restrictions and impacts during the temporary relocation, as required.
9. Develop and present to the Board a business case and assist the Board to make decisions regarding the Central Library renewal project including:
 - a. Renewal of Central Library;
 - b. The functional program for a renewed Central Library (i.e. the intended size and purposes of the facility);
 - c. Renewal approach (e.g. renovation vs new build) and location;
 - d. The overall budget for the Project;
 - e. Funding approach for the Project;
 - f. Procurement and Design/Construction approach (e.g. design-bid-build, design-build, design-build-finance);
 - g. The communication plan for the remainder of the Project; and,
 - h. The plan for required next steps for the Project based on the Board's decisions.

Upon completion of Phase I, should RPL choose to move forward with further Project work, RPL's preference is to have the Consultant continue as RPL's owner representative for subsequent Project phases. These phases of work will be defined in more detail on a phase-by-phase basis and may include the phases described below. Proponents should include details in their Proposals regarding their understanding of these requirements, their qualifications and ability to perform the Services for subsequent phases of the Project and their approach and methodology(ies) to ensure they will efficiently, effectively and successfully perform the Services to RPL's maximum benefit:

4.2.2 Phase II – Secure Project Funding

1. Prepare submission(s) for City Council to obtain a decision to support the Project, as required.
2. Address regulatory and/or other requirements to support the determined funding model.

3. Identify and prepare submissions for available/possible grants and other sources of funds and prepare and support related activities.

4.2.3 Phase III – Lead Procurement of Architectural and Construction Services (may be one or more phases)

1. Based on the Phase I decision for design and build procurement approach, prepare a project plan for the remaining phases of the Project.
2. Define and lead the procurement of design and construction services, including the preparation of requests for proposals and other required documents, following RPL's procurement policy and other applicable guidelines.
3. Provide expert advice to, participate in, and lead selection committee(s).
4. Plan and facilitate any stakeholder engagement activities undertaken as part of the selection process. This will be particularly important if a design competition is part of the selection process.
5. Present selection committee recommendations to the Board or others, as required.
6. Assist RPL with contract negotiations with selected vendor(s).
7. Develop a work plan to ready RPL for the Project and its operational impacts.
8. If required, prepare and initiate a plan for temporary accommodations of Central Library operations, including identifying location, determining necessary improvements, and managing related logistics.

4.2.4 Phase IV – Oversight of Design and Construction Services

1. Assist RPL to define and establish a formal project governance framework that effectively involves the Board, the Steering Committee, the RPL Representative, selected vendors, and other stakeholders as appropriate.
2. Review and provide feedback to RPL and contractors regarding construction quality, costs, schedule, and cash flow.
3. Update, maintain and steward to an overall Project plan, holding design and construction vendors to the schedule.
4. Oversee all design and construction services and activities.

5. Provide quality assurance of all design and construction services. This includes conducting reviews of all deliverables from design and construction vendors and making recommendations to RPL for the acceptance or rejection of such deliverables.
6. Evaluate all forms of change requests for appropriateness, proper allocation of responsibility for costs, and negotiations where necessary.
7. Manage and ensure adherence to all regulatory obligations.
8. Receive and review all vendor invoices and make recommendations to RPL on payments and holdbacks. Liaise with payment certifier if required. Address any related issues with vendors.
9. Plan and facilitate any stakeholder engagement activities undertaken as part of the design and construction phase.
10. In conjunction with the Construction vendor, manage the list of construction deficiencies and ensure effective action is taken to remedy each deficiency.
11. Manage commissioning of the facility.
12. Manage the receipt, installation and commissioning of any furniture, fixtures and equipment not included in the construction contract.
13. If required, manage the preparation of and migration of Central Library operations to temporary accommodations.
14. Validate commissioning activities.

4.2.5 Phase V – Lead Logistics for Occupancy

1. Ensure facility is ready for occupancy (e.g. training, handover materials, operations and maintenance manuals).
2. Prepare a plan for occupancy, including receipt (of new) or movement of existing collections materials, furniture, fixtures and equipment, and people.

3. Support preparation and execution of a marketing and communications plan for the opening of the new facility.
4. In conjunction with the construction vendor, manage the list of construction deficiencies and ensure effective action is taken to remedy each deficiency.
5. Manage the list of all non-construction deficiencies and issues and take action to remedy such deficiencies and issues.
6. If required, plan and execute the decommissioning of any facility(ies) used to temporarily accommodate Central Library operations.

4.2.6 Phase VI – Post-Occupancy Review

1. Conduct a post-occupancy evaluation.
2. Plan and facilitate any stakeholder engagement activities undertaken as part of the post-occupancy review.
3. Conduct a review of all construction, furniture, fixtures and equipment prior to the expiry of related warranty periods, manage any associated work with vendors to address any outstanding issues, and provide an assessment to RPL of all aspects of the facility including identification of any issues or areas of risk, and makes recommendations to RPL for any remedial or mitigation action.
4. Prepare a project completion report for the Board, including a scope and budget review, lessons learned, and a summary of the post-occupancy review.

The Proponent should provide digital/electronic copies of all final reports, Power Point presentations and documents related to the deliverables, findings and recommendations. All maps, graphics, and other deliverables should be in such format as RPL may require from time to time.

5.0 Form of Contract

5.1 Services Agreement

Any agreement resulting out of this RFP with the Consultant will be a Master Services Agreement and will include a Statement of Work for Phase I of the Project.

RPL and the Consultant may develop and agree to additional Statements of Work for additional phases of the Project or to more clearly define the Services.

A copy of RPL's Master Services Agreement shall be included in the additional information described in section 1.3 of this RFP and will be available for review by those Proponents who indicate an intention to respond to this RFP and who submit a signed copy of the "Intent to Respond and Non-disclosure Agreement" attached to this RFP as Appendix B.

6.0 PROPOSAL CONTENT REQUIREMENTS

Proponents should provide a straightforward, complete and concise description of the Proponent's ability to perform the Services as described in this RFP.

RPL encourages Proponents to work cooperatively in presenting integrated solutions. Proponent team arrangements may be desirable to enable the companies involved to complement each other's unique capabilities, while offering the best combination of performance, cost, and delivery for the work being provided under this RFP.

6.1 Response Requirements

Proponents should, at a minimum, include the information described in this section in their Proposals.

In addition to including the content described in this section, Proponents should review and ensure their Proposals address the evaluation criteria set out in section 7.1.

6.1.1 Cover Letter

Provide a covering letter briefly introducing your firm and briefly stating the firm's understanding of the scope of work required and the requirement(s) that the firm is responding to. The letter should include the names of the persons who are authorized to represent your firm and provide any clarifications with respect to this RFP, their titles, addresses, email addresses and telephone numbers. The letter should also state the location of the office of your firm which will be the base for providing services requested. The letter should be dated and signed by an official authorized to make commitments on behalf of your firm.

If a Proposal is being made for a consortium or team of organizations, RPL requires one legal organization to lead the team. All member organizations must be identified in the cover letter, and an official authorized to make commitments on behalf of the team as well as the lead organization must sign and date this letter.

6.1.2 Company Profile

- Company name, its headquarters, and servicing office addresses.
- The address of the company's website.

- The age and brief history of the business.
- The total number of employees in the organization, and the number of employees in the division/unit which would provide the Services.
- A description of the company's business.
- A summary of information on the company's track record and accomplishments.
- A summary of the company's insurance portfolio, specifically the professional liability insurance and the comprehensive liability packages carried and proof of capability to obtain an Insurance Certificate proposed to be secured for the engagement pursuant to this RFP; and
- Saskatchewan Workers Compensation Certificate Letter of Good Standing.

If a proposal is being made for a consortium or team of organizations, the information requested must be provided in summary for each member organization and in detail for the lead organization.

6.1.3 Technical Qualifications & Team Experience

- Description of the Proponent's ability to perform the Services.
- A description of the Proponent's demonstrated capability on similar projects.
- A description of the Proponent's management and quality assurance processes and procedures when delivering services as requested.
- Organization chart showing the proposed team.
- Resumes of all key personnel, and their respective backups, who will be involved in the Project, their respective roles and expected time involvement within the Project (for all Project phases), along with a firm commitment of each person's availability for Phase I of the Project.
- A listing of all sub-consultants and their related experience, statement of availability, their expertise/discipline, related experience, location, their respective roles and expected time involvement within the Project (for all Project phases).

- A description, including references as appropriate/available, of how the team has worked together on similar projects in the past.
- Experience of key personnel and how this experience relates to the type of work proposed for this Project. RPL will be expecting the Consultant to employ fully qualified experts on all aspects of the Project.
- A plan for how the Proponent would mitigate Project delays in the event a member of the Project team leaves prior to completion.

6.1.4 Approach, Methodology and Deliverables

- A general statement on the Project understanding and description of the methodology that will be used to conduct the work.
- For Phase I of the Project:
 - A description of the Services required, the Proponent's methods to perform these Services, and the resources required.
 - A detailed schedule and work plan, including resources and estimates of effort for each component of the Services.
 - A proposed list of what information/data/reports need to be prepared and/or compiled. Work for additional studies or reports should be clearly described and separately priced as service options.
 - A description of key issues and risks the Proponent believes the Project may face, along with mitigation plans for each.
- For subsequent phases of the Project as described in section 4 of this RFP:
 - A description of the Services required in each phase (subsequent to Phase I), the Proponent's methods to address these Services, the resources required, and general estimates of effort for each component of such Services.
 - Estimates for duration, Services hours and fees should be provided for each phase.
 - A description of the proposed governance model for the Project, including how the Proponent intends to work with the RPL Representative, the Steering Committee, the Board, and other stakeholders.

- A description of key issues and risks the Proponent believes the Project may face in each phase, along with mitigation plans for each.

6.1.5 References

- A description of, and contacts for, at least three (3) projects similar to this Project that have been completed by the Proponent and its proposed resources. RPL may, in its sole discretion, contact some or all of the Proponent's references during its evaluation process.

6.1.6 Fees and Costs

- A detailed statement on how the Consultant intends to control costs throughout the Project, including fees and expenses for the Services.
- A schedule of rates and multipliers to be charged for all resources, or classes of resources, that may be used on the Project. This information must be used when invoicing.
- Detail mark-ups for disbursements, travel costs for out-of-town staff, and any other miscellaneous costs that may be expected.
- For Phase I of the Project:
 - The maximum fee for consulting services and disbursements for Phase I of the Project. This amount will be considered an "Upset Fee".
 - Remuneration for consulting services will be based on a time-spent basis using the hourly rates identified in the Proposal up to the maximum Upset Fee.
 - A breakdown of how the total Upset Fee for the scope of work was calculated, including the number of hours proposed, with a breakdown of the personnel, hourly rates, hours, disbursements for each activity for the Project.
- Identification of any other anticipated costs or fees.

6.1.7 General

Any additional work proposed beyond the scope outlined in this RFP should be included as an appendix with separate scope, time and costs outlined.

RPL encourages Proponents to identify any value-added services that may be provided as part of or in addition to their standard business practices that would complement RPL's requirements under this RFP. Proponents are encouraged to provide details of any innovative ideas, suggestions, recommendations, creative ideas, or opportunities for improvement that would enhance the required Services. Any proposal for alternative approaches or innovative methods that differ from the scope outlined in this RFP should also be included as an appendix to the Proposal with separate scope, time and costs outlined.

6.2 Submission Deadline

To receive consideration, Proposals should be received by RPL by **2:00 p.m. (Saskatchewan Time) on the date set out in section 3.1 (RFP and Project Timeline – Phase I)**. RPL may, in its sole discretion, allow additional time for Proponents to submit a Proposal.

Proposals can be delivered by mail, courier or hand delivered to the addresses set out below.

One (1) unbound original, four (4) bound copies and one (1) electronic copy, in Word or PDF format (provided on a USB stick), of the Proposal should be delivered to:

If by courier or hand delivered:

Regina Public Library
Library Director's Office, 2nd Floor
2311 12th Avenue
REGINA, SK, S4P 0N3
(306) 777-6099

Or, if by mail:

Regina Public Library
Attn: Library Director's Office
PO Box 2311
REGINA, SK, S4P 3Z5

Proposals will not be publicly opened.

7.0 EVALUATION OF PROPOSALS

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 Proposals, and the resulting Contract.

7.1 Evaluation Criteria

In evaluating Proposals, RPL will take into account the following evaluation criteria:

Criteria	Points
<p>Company Profile & 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. • Understanding the objectives of the Project; • Understanding of the proposed scope of the Services for each phase of the Project; • Ability to satisfy requirements of the Services – capability, capacity, and quality. • General qualifications of staff. • Demonstrated approach to engage additional, qualified and experienced resources if/when required. • Management/administrative abilities in delivering projects within established timelines, budget, and quality benchmarks. • Other relevant factors RPL may consider appropriate to its evaluation. 	20
<p>Technical Qualifications & Team Experience</p> <ul style="list-style-type: none"> • Specialized experience, technical competence and time commitment of the Consultant and assigned staff and sub-consultants for the scope of Services. • Experience defining and leading large-scale construction projects. • Experience working with a variety of different design & construction approaches, including design-bid-build, design-build, design-build-finance, etc. • Clear project team and structure, with assignment of all key roles committed. • Qualifications and experience of the identified project manager. • Qualifications and experience of other identified resources of the Consultant and any sub-consultant(s). • Qualifications and experience of identified backups for key personnel, and the defined process to engage such resources if/when required. • Assurance of ability of the identified resources to work together and to apply relevant knowledge and experience to the Project, 	30

<p>including details about the time commitment of key personnel assigned to the Project.</p> <ul style="list-style-type: none"> • Demonstrated understanding of building codes, regulations, standards and guidelines for infrastructure projects within Regina. • Demonstrated understanding of the construction industry within Regina. • Demonstrated understanding of heritage building bylaws, standards and guidelines within Regina. • Demonstrated history of delivering quality projects/products. • Demonstrated ability to meet work schedules, both for own work and in ensuring delivery of construction projects on schedule. • Demonstrated accuracy in cost estimating including capital, operating, and maintenance. • Demonstrated history of responsiveness to client input. • Experience working within projects utilizing universal design and sustainable design principles. • Experience working within an Integrated Design process. • Other relevant factors RPL may consider appropriate to its evaluation. 	
<p>Approach, Methodology and Deliverables</p> <ul style="list-style-type: none"> • Approach to develop effective working relationships with key RPL staff and stakeholders. • Recognize and/or adapt approaches to best support the Project. • Approach to ensure consistency of services and deliverables across all phases of the Project. • 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 the Project. • Proposed schedule and timeliness for each phase of the Project • Proven ability and described approach to control large scale project schedules and budgets. • Proven ability and described approach to control quality during construction work. • Demonstrated innovation in services like those described herein. • Other relevant factors RPL may consider appropriate to its evaluation. 	<p>25</p>

<p>Cost Proposal</p> <ul style="list-style-type: none"> • A schedule of rates for all resources, or classes of resource, that may be used on the Project. • Proposed approach and costs for administering 3rd party resources, including markup rates and any other fees. • Detail mark-ups for disbursements, travel costs for out-of-town staff, and any other miscellaneous costs that may be expected. • Details on approach to control costs throughout the Project. • Phase 1 maximum upset fee, including all costs for consulting services, disbursements and all other fees, with details regarding the calculation of this maximum upset fee. • For each proposed subsequent phase of the Project, the estimated costs and fees for each component of the Services, including all disbursements and other costs. • Identification of any other anticipated costs or fees. 	20
<p>Quality of Proposal</p> <ul style="list-style-type: none"> • Compliance with the RFP. • Completeness, organization and clarity of the Proposal. • Innovation in approach/ideas to address the Services and/or objectives of RPL. 	5
Total	100

Proposals will be evaluated on the basis of the information provided in response to this RFP. In addition, in assessing the Proponent's qualifications, experience and capacity, RPL may also consider the following:

- a) clarifications and/or information that may be supplied pursuant to requests from RPL;
- b) interviews and/or reference checks that may be conducted at RPL's discretion;
- c) previous experience of RPL in working with the Proponent; and
- d) information received from any source that RPL considers reliable.

RPL may, in its sole discretion, request clarification from any or all Proponents during the evaluation process.

7.2 Selection Process and Evaluation

Proponents are advised that the evaluation process is subjective in nature and RPL's intention is to consider, in its sole discretion, each Proposal on its merits, without regard to the rules or

principles of competitive bidding, including without regard to whether a Proposal is compliant with this RFP.

RPL may negotiate any and all aspects of a Proposal, including but not limited to the fee proposal and terms of the Contract

Proposals will be evaluated based upon the evaluation criteria described in this RFP. Proposals that score less than eighty (80) points based upon the evaluation criteria may be rejected by RPL in its sole discretion.

7.3 Presentations

The decision to request presentations, interviews, demonstrations or clarifications is at RPL's discretion. The intent of the presentations, if held, will be to allow the evaluation committee an opportunity to clarify any questions resulting from an evaluation of Proposals. Proponents should not prepare their Proposals on the basis that they will have an opportunity to make a presentation. Presentations will not be scored separately; the evaluation committee will use presentations to confirm or modify its scoring for each defined evaluation criteria.

7.4 References

The decision to perform reference checks is at RPL's sole discretion. RPL reserves the right to check the references of any and 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 the capacity and capability of Proponents to provide the services as outlined in this RFP.

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

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

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, at its sole discretion, reject any Proposal, if references, in the opinion of the evaluation committee are found to be unsatisfactory.

8.0 GENERAL

8.1 Ownership of Documents

All documents submitted by Proponents shall become the property of RPL upon their being presented, submitted, or forwarded to RPL. Should any documents be submitted electronically, notwithstanding the prohibition on same contained elsewhere in this RFP, then their content and the media in which they are contained shall also become the property of RPL upon their being presented, submitted or forwarded to RPL.

8.2 Intellectual Property

Proponents should not use or incorporate into their Proposals any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Proponents have, or will procure through licensing without cost to RPL, the right to use and employ such concepts, products and processes in and for the engagement.

All requirements, designs, documents, plans and information supplied by RPL to the Proponents in connection with this RFP are and shall remain the property of RPL. Upon request of RPL, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Proponent) must be returned to RPL.

8.3 No Collusion

Proponents must ensure that their participation in this RFP is conducted without collusion or fraud on their part. Proponents shall not engage in discussions or other communications with any other Proponents regarding the preparation or submission of their responses to this RFP. Breach of this provision may result in disqualification of the Proponent from the RFP process.

8.4 No Lobbying

Proponents are strictly prohibited from engaging in any form of political or other lobbying whatsoever in relation to this RFP and any related engagements or with a view to influencing the outcome of this RFP process. Failure to comply with this provision may result in disqualification of the Proponent from this RFP process. All correspondence or contact by Proponents with RPL must be directly and only with the RPL Representative or as otherwise provided for in this RFP.

8.5 Confidentiality

RPL is required, at all times, to comply with all legislative and regulatory requirements pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) ("LAFOIPP"). As the solution being sought pursuant to this RFP will be dealing with the transit,

use and storage of information (potentially including personal information) in the custody of the RPL, RPL must ensure that the solutions being proposed permit RPL to be compliant with LAFOIPP and all other legal requirements that RPL may be subject to from time to time.

Proponents are required to be familiar with any and all privacy and legal requirements that affect RPL, including LAFOIPP, and to ensure that there are allowances in their proposals for conditions and limitations as they may affect the solution being offered.

In the event that RPL, in its sole discretion, determines that a Proposal will not permit compliance with LAFOIPP or other applicable laws, RPL may, in its sole discretion, reject such Proposal.

8.6 News Release

Proponents should not make a public announcement or news release regarding this RFP or any subsequent award of Contract without the prior written approval of RPL.

8.7 Investigations, Surveys and Studies by Proponents

Proponents are required to conduct their own due diligence in relation to all aspects of this RFP and the Project. Proponents are responsible for carrying out any independent investigations, surveys, and studies which they consider necessary or appropriate in connection with satisfying their due diligence responsibilities, at their own cost.

8.8 Incurred Costs

Except as otherwise expressly provided in this RFP, Proponents are solely responsible for all costs incurred in the preparation and Submission of their responses to this RFP, for any presentations or interviews related to the Proposal, and for submitting any additional information requested by RPL. RPL shall not be liable to any Proponent for any costs and expenses incurred in responding to this RFP.

8.9 Subcontracting and Joint Ventures

It is anticipated that some Proponents may not be able to provide the entire scope of the Services on their own. Such Proponents may form joint ventures or other relationships and/or retain subcontractors in order to provide all of the Services. In such cases, the Proposal should be made by one primary Proponent who will be responsible for providing the Services and who will be the contact person in respect of such Proposal. The Proposal should describe all parties and subcontractors who will provide the Services. In the case of a joint venture, partnership or other arrangement in which the Proponent consists of more than one person, RPL may, at its option, require that all such persons be parties to the Contract.

8.10 Conflict of Interest

“Conflict of Interest” includes, but is not limited to, any situation or circumstance where: in relation to this RFP, the Proponent had an unfair advantage or engaged in conduct, directly or indirectly, that may have given it an unfair advantage, including but not limited to:

- having access to information that is confidential to RPL and not available to other bidders or proponents; or
- communicating with any person with a view to influencing preferred treatment in the procurement process; or
- engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive procurement process; or
- in relation to the performance of the Contract, the Proponent's other commitments, relationships or financial interests which:
 - could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgment; or
 - could or could be seen to compromise, impair or be incompatible with the effective performance of its contractual obligations.

In connection with its Proposal, each Proponent shall:

- avoid any Conflict of Interest in relation to the Project;
- immediately disclose to RPL any actual or potential Conflict of Interest that arises during the RFP process; and
- comply with any requirements prescribed by RPL to resolve any Conflict of Interest.

RPL may reject any Proposal if:

- the Proponent fails to disclose an actual or potential Conflict of Interest;
- the Proponent or any key individual identified in the Proposal fails to comply with any requirements prescribed by RPL to resolve a Conflict of Interest; or
- the Proponent's Conflict of Interest issue cannot be resolved.

Proponents should not include among their key team members any person or business entity (an “**Ineligible Person**”) who is associated with any of the following:

- any former or current employee of RPL any time within 12 months proceeding the Submission Deadline; or
- any member of the Board or any closely connected person (as defined and applied in section 114 of *The Cities Act* (Saskatchewan)).

With respect to Ineligible Persons or their affiliates, subcontractors or consultants, RPL may, in its sole discretion, exclude any Proponent or any affiliate, subcontractor or consultant to any Proponent on the grounds of Conflict of Interest. RPL may, in its sole discretion, waive the ineligibility of an affiliate, subcontractor or consultant of an Ineligible Person on such terms and conditions as RPL, in its sole discretion, may require, including that the Proponent or entity put into place adequate safeguards to mitigate the impact of any Conflict of Interest and to ensure that any and all confidential information the Proponent, affiliate, subcontractor or consultant may have, continues to be kept confidential and not disclosed or used except as expressly allowed by RPL.

If a Proponent considers that a particular relationship or association does not create a Conflict of Interest and will not create a perception of Conflict of Interest, but is concerned that RPL could arrive at a different conclusion, the Proponent should fully disclose the circumstances to RPL at the earliest possible date, and request that RPL provide an advance interpretation as to whether the relationship or association will be likely to create a Conflict of Interest or a perception of Conflict of Interest. RPL will provide confidential responses to such inquiries.

Failure to comply with this provision may result in disqualification of a Proponent from the RFP process.

8.11 Proposal Prices

All prices proposed must be in Canadian currency. If not stated otherwise, RPL will assume prices quoted are in Canadian funds and include all applicable taxes.

8.12 General Rights, Amendments or Cancellation of Process

8.12.1 Amendment of Process and Addenda

RPL may at any time before or after the Submission Deadline, by Addendum issued to Proponents, amend any aspect of this RFP. Each such Addendum will be issued by RPL in writing and will be identified as an Addendum to this RFP.

8.12.2 Withdrawal of Proposal

A Proposal may be withdrawn at any time by a Proponent prior to the Submission Deadline.

8.12.3 General Rights of RPL

Submission of a Proposal does not obligate RPL to accept any Proposal or to proceed further with the Project or any of the Services. Consideration of any Proposal shall be in RPL's sole discretion.

Proponents are advised that RPL is intending to conduct a flexible procurement process, not subject to the law of competitive bidding, and that RPL may, in its sole discretion, at any time and for any reason:

- accept any Proposal in whole or in part with or without negotiations;
- reject any or all Proposals (including, for greater certainty, the lowest cost proposal);
- if only one Proposal is received, elect to accept or to reject it;
- alter or suspend, in whole or in part this RFP, the RFP process or any other aspect of this RFP at any time;
- change the limits, scope, and details of this RFP;
- accept any non-compliant, conditional, or irregular Proposal or any alternate proposal, in whole or in part;
- seek clarification from Proponents who respond to this RFP;
- verify or seek clarification of any and all information provided pursuant to this RFP and provide Proponents with an opportunity to correct any defects, informalities or irregularities in their 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 any and all aspects of any Proposal and the provisions of the Form of Contract (including, without limitation, those provisions relating to fees and/or any scope of work) with any one or more Proponents at any time in its sole discretion, whether before, during or after the selection and evaluation process;

- accept any Proposal that appears to be in the best interest of RPL;
- cancel this RFP at any time for any reason and thereafter proceed in any manner it sees fit, in its sole discretion, including:
 - issuing a new request for proposals or other procurement document based on the same or changed specifications, scope of work, or other requirements;
 - entering into sole source negotiations with any one or more of the Proponents or any other person; or
 - cancelling the procurement in its entirety.

8.12.4 Cancellation of Process

RPL is not bound to accept any Proposal. Although it is the current intention of RPL to select a Consultant and to enter into the Agreement, RPL may in its sole discretion, at any time prior to the execution of the Agreement, terminate this RFP process.

8.12.5 Non-recourse

No course of action or inaction by RPL that is permitted by this RFP shall create any obligation or liability to any Proponent or any other person, or create a right of recourse against or entitlement to compensation from RPL.

8.12.6 Accuracy of Information

While the information contained in this RFP or any other information provided by RPL to the Proponents has been prepared in good faith, RPL does not represent such information to be accurate, comprehensive or to have been independently verified. Neither RPL nor any of its elected officials, officers, employees, agents, or advisors accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or otherwise made available to Proponents. Any liability therefore is hereby expressly disclaimed.

Each Proponent shall be solely responsible for examining the complete RFP, including any addenda and any other information, and for independently informing and satisfying itself with respect to any and all information contained therein, and any and all conditions which may in any way affect its Proposal.

8.13 Clarifications, Questions and Requests for Information

8.13.1 Proponent Inquiries

Proponents who wish to ask RPL questions regarding this RFP should submit their questions in writing to the RPL Representative on the Request for Clarification (“**RFC**”) form attached hereto as Appendix A. Proponents are requested to submit RFC’s in the following categories:

(a) RFC’s that are of a general application and that would also apply to other Proponents (“**General RFC**”); and

(b) RFC’s that the Proponent considers to be commercially sensitive, confidential or specific to that particular Proponent (“**Commercially Confidential RFC**”).

Should a Proponent wish to submit a Commercially Confidential RFC, the Proponent may request such a question be kept confidential provided it sets out with such request an explanation as to why it believes the question to be confidential. If RPL considers that the question is in fact confidential, it will direct the response only to the Proponent that has asked the question, and not to the other Proponents. If RPL considers that the question is not confidential, it will advise the Proponent of its view, and the Proponent can decide whether to withdraw the question, re-submit the question as a General RFC or revise the question to remove what the Proponent views as the confidential elements and resubmit the question as a General RFC. RPL reserves the right in its sole discretion to determine whether a question is confidential or not, and anticipates that only in exceptional circumstances will it determine a question to be confidential.

Neither RPL nor the RPL Representative are responsible in any way whatsoever for any misunderstanding by the Proponent of this RFP, any information provided in responses to RFC’s, or any other type of information provided by or communication made to the Proponents by RPL or the RPL Representative. Proponents should notify the RPL Representative, immediately in writing, either via fax or by e-mail of any discrepancies or omissions found in the RFP documentation or if a Proponent is in doubt as to the meaning of any provision of the RFP documentation.

Responses to RFC’s prepared and circulated by RPL do not form part of this RFP and do not amend this RFP. If, in RPL’s sole discretion, RFC’s require an amendment to this RFP, such amendment will be prepared and circulated by Addendum in accordance with Section 8.12.1 (Amendment of Process and Addenda) of this RFP. Only a response to an RFC that has been incorporated into or issued as an Addendum will modify or amend the RFP and, otherwise, responses to RFC’s will have no force or effect whatsoever and shall not be relied upon by Proponents.

All RFC’s should be received by the RPL Representative on or before the seventh (7th) Business Day prior to the Submission Deadline. The RPL Representative intends to respond on or before

the fifth (5th) Business Day prior to the Submission Deadline. RPL intends to issue all responses and their corresponding questions to all Proponents. However, RPL reserves the right to issue particular responses only to a particular Proponent depending on whether the question is confidential, or not to issue a response at all.

Written instructions or clarifications in the form of addenda to this RFP will be issued if deemed necessary by RPL pursuant to Section 8.12.1 (Amendment of Process and Addenda) of this RFP. Addenda will supersede and amend the specified portions of this RFP.

Verbal responses to RFC's are not binding on RPL.

8.13.2 Clarification and Additional Information

RPL may in its sole discretion request additional information or clarification from any Proponent after any submission has been received. Proponents are to submit the additional information or clarification to the RPL Representative within the time limit as specified by RPL.

8.14 Award and Execution of Contract

8.14.1 Execution of Formal Contract

If a Proponent's Proposal is accepted, the Consultant shall enter into the formal Contract with RPL in substantially the same form as that described in section 5 (Form of Contract) of this RFP.

The Consultant will endeavour in good faith and in a timely manner to finalize and execute the Contract without delay.

The awarding of the work related to all subsequent phases and stages will be subject to satisfactory performance and acceptance of the previous phase(s), as well as the approval of subsequent budget for all subsequent phases and successful negotiation of deliverables and fees.

8.15 Governing Law

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

Appendix A - REQUEST FOR CLARIFICATION

As set out in section 8.13 (Clarifications, Questions and Requests for Information) of this RFP, Proponents should use this form to submit questions, to seek clarification or to identify errors, omissions or discrepancies in the RFP.

Completed forms should be submitted to the RPL Representative identified in section 3.3 (Project Management Organization) of the RFP.

The deadline for submitting such requests is the deadline for Requests for Clarification set out in section 3.1 (RFP and Project Timeline – Phase 1) of the RFP.

RFP # 2019-07	Owner’s Representative for Central Library Project		
RFC Number			
Proponent Name:			
Date:			
Type of Request: (check applicable box)	<input type="checkbox"/> Information	<input type="checkbox"/> Clarification	<input type="checkbox"/> RFP error, omission or discrepancy
Source of Query:	<input type="checkbox"/> RFP		<input type="checkbox"/> Other
Reference Document(s):			
<input type="checkbox"/> General RFC		<input type="checkbox"/> Commercially Confidential RFC Reasons [Please provide the reasons why the RFC should be considered commercially confidential.]:	
Request / Query (One request / query per sheet):			

Appendix B - INTENT TO RESPOND AND NON-DISCLOSURE AGREEMENT

This form is optional. Submitting this form does not commit the Proponent to complete the proposal process nor does the lack of submitting this form exclude the Proponent from submitting a Proposal. However, the completion and submission of this form is required for the Proponent to receive access to the additional information, as set out in section 1.3 (Additional Information), which may be pertinent to the Proponent's understanding of the context of the Project, and for the Proponent to participate in the pre-submission meeting described in section 1.4 (Pre-Submission Meeting) of the RFP.

The completed *Intent to Respond and Non-Disclosure Agreement* form may be scanned and e-mailed, couriered, mailed, or otherwise delivered in hardcopy to the RPL Representative on or before the date for the pre-submission meeting as set out in section 3.1 (RFP and Project Timeline – Phase 1) of the RFP.

**Regina Public Library RFP (# 2019-07) for
Owner's Representative for Central Library Project**

Intent to Respond and Non-Disclosure Agreement

Proponent: _____

Contact Name: _____

Contact Title: _____

Mailing Address: _____

Phone: _____

Contact E-mail: _____

Contact Signature: _____

It is hereby understood and agreed by Proponent that:

- The person signing this *Intent to Respond and Non-Disclosure Agreement* has the authority to contractually bind and legally commit the Proponent to the terms set out herein.
- The use of the word "Material" herein is defined as the specific documents and other information, in hardcopy, electronic and verbal form, related to RPL, the Central Library facility, and the Project.
- The Material and the Proponent's participation in the RFP process are subject to section 8.5 (Confidentiality) of the RFP.
- The Material supplied, made available, or otherwise made accessible by RPL to the Proponent is confidential in nature and is intended only for the use of the Proponent in the development of a response to the RFP.
- Proponent shall ensure their employees, contractors, partners and affiliates using the Material are contractually bound to ensure the Material is treated as confidential information and is not, in part or in whole, disclosed, duplicated, or transcribed in any way in contravention of this agreement.
- None of the Material may be reproduced in part or in whole without the written authorization of RPL.
- Proponent shall indemnify, defend and hold RPL harmless against any claim or damages, and shall be responsible to compensate RPL for any damages caused by Proponent's unauthorized use or disclosure of the Material.