



CITY OF
Lethbridge

Request for Proposals
For
Professional Consulting Services – Yates Renewal

REQUEST FOR PROPOSALS No.: COL-15-326

ISSUED: September 20, 2016

SUBMISSION DATE: October 18, 2016 @ 14:00 Local Time

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IMPORTANT DATES

Issue Date of RFP	September 20, 2016
Site Meeting	September 28, 2016 @ 14:00 Local Time
Deadline for Questions	October 4, 2016 @ 14:00 Local Time
Deadline for Issuing Addenda	October 11, 2016
Submission Date	October 18, 2016 @ 14:00 Local Time
Rectification Period	Three (3) Business Days from notification of rectification

The RFP timetable is tentative only, and may be changed by the City at any time prior to the Submission Date. Responses submitted after the Submission Date will be rejected.

Site Meeting - Respondents are asked to be at Yates Theatre (1002 – 4th Avenue South, Lethbridge, AB) at **14:00** on **September 28, 2016, main lobby**. **The site meeting is not mandatory, but is strongly encouraged to attend. Note: Site meeting will for both Consultant and Construction Manager.**

A respondent may, at its option, email the City Contact prior to the Submission Date with delivery details, including the name of the Courier, shipment or waybill # and anticipated arrival time of its response. In the event a response does not arrive as scheduled, the City may provide those respondents who have given such prior notice one additional Business Day to effect the delivery of their responses. The Submission Date shall be deemed to be adjusted accordingly for the purpose of accepting those responses. For the purposes of this Section, “Business Day” means any working day between **8:00** a.m. and **4:30** p.m., Monday to Friday inclusive, but excluding statutory and other holidays that the City has elected to be closed for business.

PART 1 – INTRODUCTION

1.1 Invitation

This Request for Proposals (“the RFP”) issued by the City of Lethbridge (the “City”) is an invitation to submit non-binding offers for the provision of **Professional Consulting Services – Yates Renewal** as further described in Part 4, for the Rates established in Appendix A. The respondent selected pursuant to this RFP process will be informed in writing. Respondents not selected will also be informed in writing.

For the purposes of this procurement process, the “City Contact” shall be: **Murray Reid, Purchasing Supervisor; Email: murray.reid@lethbridge.ca**

Questions arising during the RFQ period must be addressed in writing and directed to the “City Contact”.

1.2 Agreement on Internal Trade

Respondents should note that procurements falling within the scope of Chapter 5 of the Agreement on Internal Trade are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference please see the Internal Trade Secretariat website at <http://www.ait-aci.ca/>.

1.3 Submission Instructions

Respondents are requested to submit their Proposal Form (Appendix A) in the manner prescribed herein by the Submission Date:

All submissions if delivered in person or sent by mail shall be directed to:

City of Lethbridge
6th Floor City Hall, 910 - 4th Ave S
Lethbridge, AB T1J 0P6

Attn: Tenders' Office

If sent by Courier shall be directed to:

City of Lethbridge
450 - 4th Ave. N, Unit 3
Lethbridge, AB T1H 0K2

Attn: Tenders' Office

Email submissions may be sent to tenders@lethbridge.ca followed by **seven (7)** hard copies within three (3) business days. Email submissions that are larger than twenty (20) MB are to be sent within a zip file.

If an email submission is not made **seven (7)** hard copies accompanied by **one (1)** electronic copy submitted on CD or digital storage device in Adobe PDF format are required by closing date and time.

One (1) hard copy must be clearly marked "Original" and the other **six (6)** hard copies clearly marked "Copy". Any differences between the hard copy and the electronic copy, the hard copy marked "Original" will prevail.

All submissions are to be prominently marked with the competition title and number (see cover of bid document), with the full legal name and return address of the proponent, and with the Submission Date.

All pricing information is to be submitted separately either in a sealed envelope apart from the rest of the paper submission or as a separate electronic document. If submitting in person or by mail/courier the sealed envelope containing the pricing should be placed with the rest of the proposal into a sealed package and directed as set out above.

The submission shall convey the respondent's methodology in a clear and concise manner. The main body of the submission shall be no more than **ten (10)** pages (single sided, minimum **10 pt.** font) or **five (5)** pages (double sided, minimum **10 pt.** font) pages. Appendices, organizational charts, diagrams and personnel resumes are not to be considered in the number of pages.

1.4 Respondents to Review RFP

Respondents shall promptly examine all of the documents comprising this RFP and (a) shall report any errors, omissions or ambiguities and (b) may direct questions or seek additional information in writing by e-mail or fax on or before the Deadline for Questions to the City Contact. The City is under no obligation to provide additional information but may do so at its sole discretion. It is the responsibility of the respondent to seek clarification from the City Contact on any matter it considers to be unclear. The City shall not be responsible for any misunderstanding on the part of the respondent concerning this RFP or its process.

Respondents and their representatives may not contact individuals employed or engaged by any member of the City, other than the City Contact, concerning matters regarding this RFP. Only information received by the City Contact will be considered in the RFP process. All such

communications must be in writing. Any respondent that does not follow these instructions may be disqualified.

1.5 All New Information to Respondents by Way of Addenda

This RFP may be amended only by an addendum in accordance with this section. If the City, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all respondents by addenda. Each addendum shall form an integral part of this RFP. Such addenda may contain important information, including significant changes to this RFP. Respondents are responsible for obtaining all addenda issued by the City.

1.6 Debriefing

Respondents may request a debriefing after receipt of a notification of award. All requests must be made in writing to the City Contact and must be made within thirty (30) days of notification of award. The intent of the debriefing information session is to aid the respondent in presenting a better response in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

1.7 Bid Protest Procedure

If a respondent wishes to challenge the outcome of the RFP process, it should provide written notice to the City Contact within forty-five (45) days of notification of award, and the City will respond in accordance with its bid protest procedures.

PART 2 – EVALUATION OF PROPOSALS

2.1 Stages of Evaluation

The evaluation of proposals will be conducted in the following stages:

- Stage I will consist of a review to determine which submissions satisfy all of the mandatory requirements. Respondents submitting responses that do not meet the mandatory requirements may be provided an opportunity prior to the Rectification Date to rectify any deficiencies. Responses satisfying the mandatory requirements before the Rectification Date will proceed to Stage II. Responses failing to satisfy the mandatory requirements will be excluded from further consideration.
- Stage II will consist of a scoring by the City of each qualified proposal on the basis of the rated criteria in accordance with the RFP Particulars – Section 2.3 (Rated Criteria). Proponents who do not meet a minimum threshold score for any category will not proceed to Stage III of the evaluation process. The proponents, who meet the minimum threshold score for all categories, will move onto Stage III of the evaluation process.
- Stage III will consist of those who have met the minimum scoring threshold in Stage II, will have their pricing envelope opened and Stage III will consist of a scoring of the Pricing submitted, in accordance with RFP Particulars – Section 2.3 (Rated Criteria). Subject to the Terms of Reference and Governing Law, the top-ranked respondent as established under the evaluation will be selected to enter into a contract for the provision of the Deliverables. The selected respondent will be expected to enter into a contract within the timeframe specified in the selection notice. Failure to do so may, among other things, result in the disqualification of the respondent and the selection of another respondent, or the cancellation of the RFP.

2.2 **MANDATORY REQUIREMENTS**

2.2.1 **Proposal Form**

- Each proposal must include a Proposal Form (Appendix A) completed and signed by the respondent.

2.2.2 **Other Mandatory Criteria**

- Appendix B – Reference Form
- Provide a copy of proof of Insurance as per the requirements in Attachment 3 – Insurance & Indemnification. Anything outside of these requirements will need to be discussed with the City prior to contract award.
- Schedule 1 – Estimated Hours
- Schedule 2 – Estimated Hours and Unit Rates (to be submitted separately in a sealed envelope)
- Schedule C – List of Architect's, Consultant's & Personnel Assigned to the Project

2.3 **Rated Criteria**

The following is an overview of the categories and weighting for the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for any category will not proceed to Stage III of the evaluation process.

Rated Criteria Category	Minimum Threshold	Maximum Points	Weighting	Maximum Score
Relevant Project Experience	6	10	x 2.0	20
Design Team and Qualifications	6	10	x 2.0	20
Understanding of Project	6	10	x 3.0	30
Pricing	N/A	10	x 3.0	30
Total Points				100

Points will be assigned for each applicable criteria based on the information provided in the response. Points could be modified, depending upon reference checks and other independent information received and confirmed. Scoring shall be awarded on a scale of 0 to 10. Partial scores or scores not defined below will not be used. The range is defined as follows:

0	Lack of response or complete misunderstanding of the requirements, no probability of success.
2	Does not meet expectations or demonstrate understanding of the requirements, major weakness or deficiencies, low probability of success.
4	Partially meets expectations; minor weakness or deficiencies, fair probability of success.
6	Fully meets expectations; Proponent has good understanding of requirement, no weakness or deficiencies, good probability of success.
8	Somewhat exceeds expectations; high probability of success
10	Fully exceeds expectations; Proponent clearly understands the requirement, excellent probability of success.

In addition to submitting the Proposal Form, noted above, respondents should respond to the non-price factors described above with reference to the applicable section numbers of the RFP.

Relevant Project Experience – Total Points = 20

The Consultant will provide details of 3 projects similar to this project. Ideally the projects detailed will be theatre or performing art center design. The Consultant will describe the scope, status, timelines, and budget of the projects along with the key individuals involved. Ideally, these will be the same individuals involved in this project. Ideally, the references provided will relate to the projects listed in this section (see appendix B).

Design Team and Qualifications –Total Points = 20

The proposed project team will be evaluated on whether or not a complete team covering all required disciplines is proposed, and the respective experience, qualifications, and suitability of each team member, this includes sub-consultants. The design team shall indicate the firm’s availability and capacity to begin this project immediately. The Consultant shall briefly describe the educational background and experience of each team member and graphically demonstrate the organization of the team.

Understanding of Project – Total Points = 30

Proponents need to articulate in their proposals intentions and expectations, indicating how they will fulfill the requirements of the RFP and what services they will provide. This describes the Consultant’s understanding of the project requirements:

- Proponents must outline a methodology (work plan) for the project that will ensure successful completion of the project by the proposed target date.
- The proponent must clearly identify all services included in this proposal along with any optional, excluded services, or those services assumed to be provided by others.
- Proponents shall identify major issues, challenges and risks associated with the project deliverables and schedule.
- A visual aid, such as a flowchart and/or Gantt chart is required.
- The proponent will provide details of any innovative sustainable design strategies.

Price – Total Points = 30

The consultant shall clearly define the fees associated with all services provided, and the basis for the fees. Fee proposals shall be provided in sufficient detail as to describe the type and level of effort to be performed by each member of the Design Team.

Respondents must review and complete the Rate Bid Form requested in Schedule 2 – Estimated Hours and Unit Rates.

Pricing will be scored based on a relative pricing formula using the Rates set out in Schedule 2 - Estimated Hours and Unit Rates.

Each respondent will receive a percentage of the total possible points allocated to price. For example, if a proponents total cost is \$100,000 and that is the lowest bid price, that proponent receives 100% of the possible points (100,000/100,000 = 100%). A proponent who bids \$150,000 receives 67% of the possible points (100,000/150,000 = 67%), and a proponent who bids \$240,000 receives 42% of the possible points (100,000/240,000 = 42%).

Lowest price

----- x Total available points = Score for proposal with second-lowest price

Second-lowest price

Lowest price

----- x Total available points = Score for proposal with third-lowest price Third-lowest price

And so on, for each proposal.

2.4 Tie Score

In the event of a tie score, the successful respondent will be determined by a simple random method chosen in the City's sole discretion, which may consist of, without limitation, a coin toss or a lottery name draw. The coin toss or lottery draw shall be conducted in the presence of a representative of each of the tied respondents.

PART 3 – TERMS OF REFERENCE AND GOVERNING LAW

In responding to this RFP, and to be eligible for consideration, each respondent must submit a completed and signed Proposal Form that, among other things, acknowledges its acceptance of the RFP Terms of Reference and Governing Law as contained hereunder:

- (a) this RFP process is not intended to create a formal legally binding bidding process and shall not give rise to the legal rights or duties applied to a formal "Contract A" binding bidding process or any other legal obligations arising out of any tendering process contract or collateral contract, and instead shall be governed by the common law applicable to direct commercial negotiations;
- (b) neither party shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a contract, the failure to award a contract or the failure to honour a proposal;
- (c) the respondent will bear its own costs associated with, or incurred in, the preparation and presentation of its response, including, if applicable, costs incurred for interviews or demonstrations;
- (d) no legal obligation regarding the procurement of any good or service shall be created between the respondent and the City until the City accepts the respondent's offer in writing;
- (e) when evaluating proposals, the City may request further information from the respondents or third parties in order to verify, clarify or supplement the information provided in the respondent's submission, and the City may revisit and re-evaluate the respondent's submission or ranking on the basis of any such information;
- (f) the City may consider the respondent's past performance on previous contracts or any other relevant information taken into account by the City when determining the acceptability of a respondent;
- (g) the respondent consents to the City's collection of the information as contemplated under this RFP for the uses contemplated under this RFP;
- (h) the City may elect not to consider a respondent whose proposal contains misrepresentations or any other inaccurate, misleading or incomplete information;
- (i) the City may prohibit a respondent from participating in a procurement process based

on poor past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to (i) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information, (ii) the refusal of the respondent to honor its pricing or other commitments made in its proposal, or (iii) any other conduct, situation or circumstance, as solely determined by the City, which constitutes a Conflict of Interest; and

- (j) the City may cancel this RFP process at any time.

The parties also acknowledge that these terms (a) are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision); (b) are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and (c) are to be governed by, and interpreted and construed in accordance with, the laws of the province or territory within which the City is located and the federal laws of Canada applicable therein.

PART 4 – DELIVERABLES

A. DELIVERABLES

Background

The Yates Memorial Centre was originally constructed in 1966. The building is situated at 1002 - 4th avenue South in downtown Lethbridge, Alberta and houses two performance theaters. The two theaters being the 500 seat Yates Theater and 180 seat Sterndale Bennett Theater. Although the Sterndale was originally built as a rehearsal venue, for at least half of a typical year it's used for performances. This existing building is outdated and requires upgrades to bring it to current theatrical production standards. The 2013 Yates Memorial Centre functional study provides details for upgrades. The modifications are also required to make the building meet the requirements of the most recent Alberta Barrier Free Design Guide. Functional upgrades are required to enhance the amenities provided to the spectators and user groups. The washroom facilities need to be updated to meet the current building code requirements and also meet with current standards for performing arts facilities.

Scope

The functional study and concept plan report for the Yates Memorial Centre provides guidelines for the consultant to design the upgrades. The design scope should encompass phase 1 of the functional study. The design should consider future expansion of the building as outlined in phase 2 of the functional study. The consultant scope will include reviewing the functional study and take into consideration the future phases of work to be included. The scope of the project may include future phases of work if budget allows. In addition to Design Consultants, a Construction Manager will also be procured for this project. The City of Lethbridge has received \$3.5M dollars of federal Funding for this project which expires on March 31, 2017. The City of Lethbridge will be pre-purchasing and storing equipment that will be used during construction. Some items (such as elevators) will need to be designed and installed prior to March 31, 2017.

Phase 1 includes but is not limited to:

- Add 2 new elevators to serve front of house (provide access to the second floor) (To be pre-purchased by the City of Lethbridge)
- Remove existing stair lift
- Revise Sterndale and Yates public washrooms to meet current Barrier free standards
- Revise basement washrooms to meet current barrier free standards
- Add 2 new vestibules at Yates auditorium entries to improve acoustic separation
- Add acoustic treatment to walls of Yates auditorium

- Revise Yates catwalk to improve acoustics and theatrical lighting angles
- Repaint Yates auditorium floor and walls
- Add acoustic treatment to Basement workshop
- Add sprinklers throughout the facility which will also require replacement of finished ceilings
- Build structure and exterior shell above Yates dressing room block, (to be finished in Phase 2)
- Update mechanical systems with new air handling equipment in new mechanical room, third floor above shell space
- Update electrical system
- Update communications system
- Upgrade theatre lighting and audio/video systems
- Upgrade services to the building to accommodate future expansion
- Add barrier free washroom to Sterndale back of house and revise layout of dressing rooms
- Replace Sterndale retractable seating with portable seating risers
- Re-roof Sterndale portion of the building

Future Project Scope Considerations (Phase 2):

- Yates Lobby addition including new canopy, vestibule, relocation of administration office and connection to Sterndale lobby
- Sterndale lobby and canopy addition
- Relocation and new construction of Yates coat check area and refreshment bar
- Addition over Sterndale lobby which accommodates a community meeting room
- Interior finishes and washrooms for new dressing rooms in shell space above existing Yates dressing rooms
- New steel stairs to new dressing rooms
- Add 1 new elevator to serve back of house (provide service to all three levels)

Minimum Service Requirements

Refer to the APEGGA AAA Fee Schedule (Attachment 6) for reference to Basic and Additional Services

Proponents are to assume the role of Prime Consultant and include a team of sub-consultants, including: structural, mechanical, acoustical consultants, audio visual theatrical consultants, electrical and other relevant consultants as required. The consultant team will be responsible for site reviews, construction drawings and specifications. The consultant will also be responsible for contract administrations services throughout the construction phase.

The Project Team shall provide professional services for the following stages of the project. (Includes all Basic Services as per the APEGGA AAA Fee Schedule):

1. Pre-Design: A concept design is attached as part of the Yates Functional Study and Concept Plan by Diamond Schmitt Architects Inc. (Attachment 4). Proponents should determine and describe in their proposals what they think remains to be completed in this stage of the project, based on their review of this document.
2. Schematic Design
3. Design Development
4. Construction Documents
5. Bidding or Negotiations
6. Construction Contract Administration

7. Post-Construction Contract Administration:

The City has requirements for the following additional or supplemental services from the successful respondent:

- a) Building commissioning and Client Education: The successful proponent through its Project Team, will verify that all equipment and new or modified building systems are installed as per the manufacturer's requirements and operate as per the design parameters. Following this verification, and at the direction of the Project Manager, the successful proponent will host an educational session for the City's staff to inform them of the operation of the buildings systems, and with the assistance of the contractor will demonstrate the operation of the same.
- b) Interior Design and Documentation
- c) Utility Service Connections Design and Documentation.
- d) Theatre equipment selection and layouts.
- e) Audio/visual system design and equipment selection. The successful proponent will design and select audio/visual equipment and systems as per the City's requirements.
- f) Coordination of Geotechnical Survey and Materials Testing. The City of Lethbridge will procure this service separately.
- g) Coordination and scoping of Structural Steel Inspection services. The City of Lethbridge will procure this service separately.
- h) Coordination of Roof Inspection services. The City of Lethbridge will procure this service separately.
- i) Coordination of Barrier-Free Consultation. The City of Lethbridge will procure this service separately.
- j) As-Built drawing preparation. Following construction completion, the successful proponent will prepare and submit to the City of Lethbridge an accurate set of As-Built drawings in electronic format (AutoCAD and PDF files).
- k) Provide the following:
 - CADD Drawings and Specifications at the 25%, 50% and 75% Design Phases.
 - 100% Tender Drawings and Specifications at the Pre-tender Phase of the Project.
- l) In the event that the estimated project costs exceed the budgeted amount as per the project Construction Manager's cost estimates, the design team will revise the design as required to reduce the estimated cost as necessary. All re-design work and value engineering required shall be performed in conjunction with, but without additional charge to the City of Lethbridge.
- m) All drawings shall be submitted to the Project Manager in AutoCAD and PDF electronic format.

- n) All project meetings will be held in **Lethbridge**. It is expected that the successful proponent's Prime Consultant will be present at every project meeting, and that the sub-consultants are present when required.
- o) The successful proponent's Prime Consultant shall coordinate the completion of all technical contract documents from all sub-consultants. The front-end sections of the Tender Documents, including: the Invitation and Instructions to Bidders, the Tender Form, the Agreement, and the General Conditions, shall be prepared by the City of Lethbridge and submitted to the successful proponent's Prime Consultant. The successful proponent's Prime Consultant shall compile all technical documents with supplied front-end contract documents into a complete set of Tender Documents and submit to the City of Lethbridge.
- p) Site measurements and confirmation of existing conditions.
- q) Provide services for design, selection, procurement and installation of graphics, signage and similar elements for interior and exterior applications as required.

Additional Service Requirements:

In addition to the minimum services outlined above, the Design Consultants shall also provide the following:

- Chair and minute regular Project meetings with the Owner and the Construction Manager.
- Coordination of consulting services in conjunction with the Construction Manager's and Owner's requirements.
- Additional site survey requirements as applicable.
- Requirements for underground utility locates as applicable
- Design and coordination of security system upgrades as required and compatible with existing city system.

B. MATERIAL DISCLOSURES

- **CITY OF LETHBRIDGE BUSINESS LICENSE** – Successful respondent may be required to possess a valid City of Lethbridge Business License (City By-law 3998).
- Respondent will also **provide proof of good status with W.C.B.** at time of contract execution and payment.
- The City of Lethbridge will not accept contractual provisions which limit liability of the service provider to the value of the contract, fees paid or the value of the services rendered. Any limit on liability must be agreed to by the City prior to the award of the contract.
- Attachment 4 - Yates Memorial 2013 Functional Study by Diamond Schmitt Architects Inc.
- Attachment 5 – Original Yates Drawings
- Attachment 6 – Hazardous Materials Survey by Sherlock Environmental Services Inc.
- Attachment 7 – APEGGA AAA Fee Schedule
- Attachment 8 – Original Sterndale Drawings
- Attachment 9 – List of Pre-Purchased Equipment (tentative)
- **Budget**
The Construction Budget is \$12,000,000.00 including contingency, established as

follows:

- Construction: \$11,090,000.00
- Construction Contingency: \$900,000.00
- **Project Timelines:**
 - Design: November 2016 to March 2017
 - Construction RFP Post: April 2017 to May 2017
 - Construction: June 2017 to December 2019

C. TERMS AND CONDITIONS

- Attachment 1 - Anticipated form of Agreement – Modified version of RAIC – 6.
- Attachment 2 - Supplementary Conditions to RAIC Doc.6
- Attachment 3 - Indemnification and Insurance
- Attachment 10 – Schedule B to Document Six (6)