



Request for Proposal for Construction Management Services

FOR KITCHENER PUBLIC LIBRARY – HEFFNER STUDIO

ISSUE DATE: Monday, March 12, 2018

PROPOSALS DUE: Tuesday, April 3, 2018

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1. Definitions

“Contract” or “Agreement” means the document executed by Kitchener Public Library and the successful construction management firm, containing the terms and conditions governing the procurement, including any schedules, exhibits and appendices as it or they may be amended or supplemented from time to time.

“Library” means Kitchener Public Library

“Occupational Health & Safety Act” means the Occupational Health and Safety Act R.S.O. 1990, c. O.1 as amended, which administers, manages, and regulates occupational health and safety practices in the Province of Ontario through the Ministry of Labour.

“Proposal” means the bidder’s response to the Library’s Request for Proposal; “Proposals” means every response received as a result of the procurement process.

“Request for Proposal” (RFP) means the Request for Proposal document issued by the Library and provided to interested firms.

“Work” means the work undertaken by the construction management firm and its sub-contractors, pursuant to the provisions of the agreement. Work includes all labour, consulting, materials, equipment, services and any other items used by the construction management firm or its sub-contractors to complete the project.

2. General Information

Kitchener Public Library is seeking professional construction management services for the renovation of the Heffner Studio digital media space.

2.1 Background

Located in the Central Library, 85 Queen Street North, in downtown Kitchener, Heffner Studio is a 3,800 square foot space dedicated to digital media resources and programming. Currently the space boasts a virtual reality station, green screen, 3D printers, public computers, and hosts a variety of coding, gaming, game design, and podcasting programs.

The renovation of the Heffner Studio will reshape the existing space with:

- two dedicated programming spaces with a capacity of 30 to 50 people each
- two small studios for audio or video production
- one podcast/broadcast booth for pre-recorded or live radio broadcasting
- one live studio for audio or video production

The renovated Heffner Studio will support digital inclusion and digital literacy in our community, providing broad access to tools, spaces, and programming that will enable people of all ages to be innovative and creative at the library.

2.2 Project Schedule

The current project schedule identifies construction starting as early as June 2018. It is anticipated that work could be complete, and that Heffner Studio re-open, around November 2018.

Aside from the Heffner Studio space, the Central Library will be open and will remain fully operational throughout the construction period.

2.3 Project Budget

Preliminary costing estimates the overall cost of the project at approximately \$300,000 CAD. This is a total project cost and is intended to include construction management fees and construction contingency, in addition to construction costs.

It is estimated that construction costs comprise approximately 70% of the overall project costs.

2.4 Project Team

The Library has contracted with studioCANOO Architecture for architectural and engineering services. Their team includes:

- Mechanical and electrical – Walter Fedy Associates
- Acoustics – HGC Engineering

Library staff have worked with studioCANOO on a schematic design of the Heffner Studio space, which is included as a separate document (Appendix A).

The Library is seeking an experienced, reputable, and community minded construction management firm that will work collaboratively with studioCANOO and library staff to complete this project on time and on budget.

3. Construction Management – Scope of Services

3.1 Summary of Scope of Services

Construction management services will follow that described in CCDC 5B. The construction manager will provide services for all stages of the project as outlined in this Request for Proposal and as identified by the Library.

The construction manager's scope of services will include, as a minimum but not be limited to:

- participate in pre-construction master planning and design activities
- prepare, manage, and update cost control/budgeting estimates
- develop the project construction schedule
- participate in the development of contracting strategies
- manage the progressive tendering process
- coordinate and manage all construction activities
- engage trade contractors directly by way of sub-contractor agreements
- undertake own forces work where approved by the Library
- participate in the commissioning process
- provide warranty services

3.2 Pre-Construction Services

During the pre-construction phase of this project, the construction manager's responsibilities will include, but may not be limited to the following:

- prepare a detailed cost plan estimate based on the program and preliminary design information available

- with the project team, refine the scope of work throughout the design development phase to ensure construction costs remain within the approved project budget constraints
- update project budget, to stay within budget, at all phases of design development
- develop a realistic schedule of activities based on the needs of the Library
- develop contracting strategies to respond to the project schedule and budget needs
- assist with value engineering to maximize 'value for money', including researching alternative systems, building materials, and construction methods
- with the project team, ensure all permit requirements are met and provide documentation for the City of Kitchener building permit process
- develop a schedule for tendering process

3.3 Tendering Phase

The construction manager will call for and manage all aspects of the sub-trade tendering process. The tendering process will be transparent, on an open-book basis, and requires multiple bids for each tender.

The construction manager's responsibilities will include, but may not be limited to the following:

- prepare and issue the required tendering documents
- coordinate response to bidders' questions
- issue and track addenda
- call for, receive, and record bid submissions
- review and analyze bids and prepare award recommendations to the project team
- prepare a post-tender report with a bid summary, exceptions, list of alternative/separate prices to be accepted, and bid recommendations

3.4 Construction Phase

During the construction phase, the responsibilities of the construction manager will include, but may not be limited to the following:

- provide services and associated materials for site hoarding, clean-up and construction site preparation, and waste disposal
- provide on-site construction management
- engage trade contracts directly by way of subcontract agreements and manage all aspects of such subcontracts
- institute a project site safety program to ensure safety in the project space, and safe and adequate access to the Central Library for library customers and staff; ensure all contractors, sub-contractors and trades conform to the safety program procedures
- coordinate and manage all phases of construction
- ensure that all subcontractors are maintaining construction quality, adhering to the project construction schedule, and understanding the requirements of the contract documents
- provide timely requests for all necessary interpretations and supplementary instructions including request for information, site instructions, notice of change and change orders to the contract documents
- ensure that substantial performance of the work and total completion of the work are achieved in a timely manner

- provide the project team with regular detailed and timely reports regarding project costs, budgets, schedules, and progress

3.5 Post-Construction Phase

During the post-construction phase, the responsibilities of the construction manager will include, but may not be limited to the following:

- coordinate all close-out and commissioning activities
- provide complete and accurate as-built drawings, technical information, and equipment operating and maintenance manuals to the project team
- ensure the performance of all warranty obligations and assemble and transfer

4. Response Guidelines

4.1 RFP Schedule

The following outlines the anticipated timelines for the RFP process:

- RFP Issued: Monday, March 12
- Deadline for Questions: Friday, March 23
- Final Responses to Questions: Tuesday, March 27
- Proposals Due: Tuesday, April 3
- Notification of Short-listed Firms: Tuesday, April 10
- Interviews with Short-listed Firms: ending Wednesday, April 18
- Notification of Preferred Firm: Friday, April 20
- Finalize contract with Selected Firm: week of April 23

The Library reserves the right to modify these target dates.

4.2 Official Contact

All enquiries relating to this RFP are to be directed by email exclusively to the RFP official contact:

Sabina Franzen
 Director, Business Services & HR
 Kitchener Public Library
 85 Queen Street North
 Kitchener, ON N2H 2H1
 519-743-0271 ext 240
sabina.franzen@kpl.org

In order to maintain a fair and impartial selection process, contact with other Kitchener Public Library Board members or staff about this RFP is prohibited. Failure to abide by this policy may result in the firm being disqualified.

4.3 Omissions and Discrepancies

Notify in writing, by email sabina.franzen@kpl.org at once of any discrepancies found in, or omissions from, this RFP or other documentation, or if in doubt as to the meaning of anything included.

4.4 Addenda

Answers to questions, and any revisions to the RFP, will be distributed in writing to all identified firms. It is the sole responsibility of the firm, prior to the closing date, to ensure that they have received all revisions pertaining to the RFP. Firms should list in the proposals all addendum received.

Questions received after the deadline for questions may not receive a timely response or may not be answered.

4.5 Procedure for Submission of Proposals

Submit five (5) print copies and one electronic (PDF) copy on a USB drive of your proposal.

All proposals must be enclosed in a sealed envelope with “Proposal – Heffner Studio” clearly marked on the outside. Mail or hand delivered proposals should be addressed and delivered to:

Sabina Franzen
Director, Business Services & HR
Kitchener Public Library
85 Queen Street North
Kitchener, ON N2H 2H1

Any proposal received after 4:30 PM EST on Tuesday, April 3 will be returned unopened.

4.6 Modification or Withdrawal of Proposal

Firms may withdraw or qualify their proposals at any time prior to the closing date and time. Requests for modifications or withdrawal must be made in writing on the firm’s letterhead to the official contact of the RFP.

Any modification of a proposal received after the closing date and time will likewise not be considered.

At closing time, all proposals become irrevocable. By submission of a proposal, the firm agrees that should its proposal be deemed successful, the firm will enter into a contract with Kitchener Public Library.

4.7 Content for Submissions

To receive full consideration during evaluation, proposals should include the following information, presented in the order listed here, up to a maximum of 25 pages (excluding the completed CCDC 11 and appendices):

Executive Summary

- provide a brief description of your firm’s background, vision, and your commitment to community investment and community building
- describe your firm’s interest in this project
- outline the key strengths your firm will bring to this project to ensure its success

Experience and Credentials

- detail the firm's total number of staff, their general roles/responsibilities, and their location; principal owners and senior executives; years in operation
- provide an overview of recent and current projects, including project size, cost, and completion date
- list all library or other relevant projects where construction management services were provided by the firm
- include details of each project, including the construction manager's role, project size, value, duration, and year completed
- describe and give examples of the firm's current knowledge of library or other relevant facilities
- outline the construction management team that will be assigned to this project: list all members, with their individual roles and their expected involvement for the duration of the project

Methodology and Approach

- describe your approach to this project and your methods of:
 - Cost control – budgeting and reporting
 - Schedule and deliverables management
 - Contracting strategies
 - Tendering process
 - Safety program
 - Construction supervision
 - Commissioning
 - Warranty services
- describe your firm's approach for managing risk for the Library

Fees, Bonding, and Insurance

- provide a breakdown of all your fees, in Canadian funds with HST listed separately, for the work described above
- indicate the estimated number of hours, by personnel associate with this project
- provide information regarding your firm's insurance details and limits
- provide information regarding your firm's WSIB coverage and Occupational Health & Safety policies
- describe your firm's approach for bonding and insurance

CCDC 11

- provide a completed CCDC 11 form with proposal submission

Client References

- provide at least three (3) client references and contact information for recent library facility or other similar projects, for which your firm provided construction management services

4.8 Incomplete Proposals

Partial or incomplete proposals will not be given the same consideration that complete or near complete proposals will receive.

4.9 Qualified Proposals

Firms are cautioned against qualifying their proposals in any manner whatsoever, as this may result in their proposal being rejected. However, descriptive literature may be included, as long as its sole purpose is only to amplify a response that has been requested in the proposal. Should you wish to elaborate on any aspect, do so separately on company letterhead.

5. Evaluation Process

Submissions will be reviewed and evaluated by an evaluation team appointed by the Library. Interviews will also be conducted by the evaluation team. Only those firms who are short-listed will be invited to an interview.

Through all phases of the evaluation process, the evaluation team may, at its discretion:

- seek additional clarification on any aspect of the proposal submitted
- perform reference checks to verify or clarify the information provided or to obtain additional performance information

The evaluation process will consist of three stages:

Stage I: Screening

All proposals will be screened by the evaluation team to ensure compliance with the requirements described in this RFP. Proposals considered by the Library not in substantial compliance with the requirements of the RFP may be rejected without further consideration.

Stage II: Detailed Evaluation

The evaluation team will evaluate the proposals that pass Stage I using specific pre-defined evaluation criteria. The criteria will be weighted to determine an overall score reflecting the assessed merit of each proposal. The ratings will be confidential and no totals or scores will be released to any firm. The final rating will result in the selection of a short-list of candidates who will advance to the interview stage.

Stage III: Interview

Interviews will be conducted with firms short-listed from Stage II. Interviews are an opportunity for the selected firms to demonstrate their expertise and introduce key personnel that will be committed to the project. It is also an opportunity for the evaluation team to clarify any questions resulting from the detailed evaluation.

The evaluation team will make a final recommendation for the preferred construction manager. Proposal results are the property of the Library. The Library does not intend to disclose the evaluation results before, during, or after the RFP process.

6. Award and Negotiations

6.1 Acceptance or Rejection of Proposals

This RFP does not obligate the Library to accept or contract for any expressed or implied service. The Library reserves the right to reject any or all proposals, and is not obliged to award a contract pursuant to this RFP.

The Library's decision with respect to evaluations and selection of a preferred firm is final and will not necessarily be based on the lowest fee proposed. The Library reserves the right to accept any proposal that is considered best for the interests of the Library.

6.2 Negotiations and Agreement

Following the interview process, a preferred firm may be identified and, upon notification, will be required to negotiate an agreement with the Library.

The agreements will be in a form and contain the terms and conditions consistent with the requirements of this RFP, the firm's response to the RFP as accepted by the Library, and all attachments and any documentation, communication/clarification or correspondences immediately following the RFP submissions prior to any award.

A CCDC 5B will form the basis of the agreement.

The final agreement will be acceptable to the Library and the preferred firm each acting reasonably and in good faith. The Library may negotiate modifications or variations to the services or commercial terms proposed by a firm in their proposal.

Upon successful negotiation and execution of the agreement, the preferred firm will thereupon be awarded the project contract. If a discrepancy is found between this RFP and the attached agreement during the proposal submission and evaluation stages, the conditions of this RFP will supersede those of the agreement.

If, in the opinion of the Library, negotiations fail to result in execution of an agreement within a timely manner with the preferred firm, the Library reserves the right to negotiate with other firms who submitted proposals in response to this RFP, or to recommence the proposal review or RFP process. The selection of a preferred firm does not ensure that a project contract will be awarded.

7. General Terms and Conditions

7.1 Kitchener Public Library Policies

To ensure fairness, accountability, transparency and good business practices, this RFP process will adhere to the Library's purchasing policy and procedure.

7.2 RFP Terms and Conditions

Terms and conditions as outlined throughout this RFP will be used by the Library to govern the RFP process. Firms are instructed to read carefully and understand all requirements detailed within this RFP. Failure to meet any requirement fully may jeopardize and possibly eliminate the proposal from further consideration.

7.3 Exclusion of Firm in Litigation

No proposal will be accepted from any vendor inclusive of its subcontractor(s), which has a claim or has instituted a legal proceeding or has threatened a claim or legal proceeding against the Library, or against whom the Library has a claim or has instituted a legal proceeding, without the prior approval of the Library.

7.4 Ownership of Proposals and Freedom of Information

All documents, including proposals, submitted to the Library become the property of the Library. They will be received and held in confidence by the Library, subject to the provisions of the Freedom of Information and Protection of Privacy Act.

7.5 Cost of Proposal

This RFP does not under any circumstances commit the Library to pay any costs incurred by any firm in the preparation and submission of a proposal. The firm is responsible for all costs associated with its involvement in the process.

7.6 Effective Term of Proposal

Unless a proposal is expressly rejected, all proposals will remain in effect for a period of 60 days from the closing time specified by the Library for the receipt of proposals. The Library may request that firms extend the effective period of their proposals. Such requests will be in writing and will require the vendor's written consent to the extension.

Firms may not withdraw, cancel, or modify their proposals for a period of 60 days after the closing time for the receipt of proposals.

7.7 Currency and Taxes

All prices quoted throughout the proposal and evaluation process are to be:

- In Canadian dollars
- Inclusive of customs duty, excise tax, freight, insurance
- Shown with the Free on Board destination; delivery charges to be included where applicable
- Shown with Harmonized Sales Tax (HST) listed separately

7.8 Workplace Safety & Insurance Board

The contract will include a provision that the successful construction management firm and all approved sub-contractors be registered with the Workplace Safety and Insurance Board (WSIB) and that WSIB coverage must be maintained for the duration of the contract.

The successful firm will provide the Library with a certificate of good standing from the WSIB prior to the start of any work, and the Library will require ongoing updated certificates during the term of the contract.

The successful firm, or its sub-contractors, will at all times pay, or cause to be paid, any assessment or compensation required to be paid pursuant to the Workplace Safety and Insurance Act and upon failure to do so, the Library may pay such assessment or compensation to the WSIB, and the construction management firm or sub-contractor will reimburse the Library. The Library may, at their option, deduct such expenses from any monies owing to the construction management firm.

7.9 Business Registration

The successful firm may be required to register to conduct business in Ontario.

7.10 Quality of Work and Materials

The quality of materials will be new and first class in every respect and the quality of work is to be to accepted trade practices.

7.11 Laws and Regulations

Any contract resulting from this RFP will be governed by and will be construed and interpreted in accordance with all applicable federal, provincial, municipal, and local laws, rules and regulations which in any way affect the work.

If the successful construction management firm discovers any provisions in the drawings, specifications or contract that are contrary to or inconsistent with any law, rule or regulation, they will at once report it to the Library in writing.

7.13 Insurance

The successful construction management firm will insure its undertaking, business, and equipment so as to protect and indemnify and save harmless the Library from any and all costs, claims, demands, damages, fines, suits, actions, and judgments made, brought or recovered against the Library, for any bodily injury, death, or property damage caused by or resulting from the operation and business carried on by the firm under the agreement.

General Liability Insurance: the construction management firm will maintain liability insurance acceptable to the Library throughout the term of the agreement. Coverage will consist of a comprehensive policy of public liability and property damage insurance in an amount of not less than \$5,000,000 per occurrence. Such insurance will name the Corporation of the Kitchener Public Library as an additional insured thereunder and will be endorsed to include a Cross-Liability Endorsement with a Severability of Interests Clause, Premises and Operations Liability, Blanket Contractual Liability, Products/Completed Operations Liability, Personal Injury Liability, and Non-Owned Automobile Liability.

Automobile Liability Insurance: the construction management firm will maintain automobile liability insurance on all owned and leased automobiles to a limit of \$2,000,000 throughout the term of the agreement.

Provisions: prior to the start of any work, the successful construction management firm will forward a Certificate of Insurance demonstrating this insurance. The certificate will state that coverage will not be suspended, voided, cancelled, reduced in coverage or in limits until sixty (60) days after prior written notice of such change or cancellation has been given to the Library. It is also understood and agreed that in the event of a claim any deductible or self-insured retention under this policy of insurance will be the sole responsibility of the construction management firm or its sub-contractors, and that this coverage will be primary insurance as respects the Library. Any insurance or self-insurance maintained by the Library will be considered excess of the construction management firm's insurance and will not contribute with it.

The Library reserves the right to modify the insurance requirements as deemed suitable.

7.14 Health and Safety Requirements

The construction manager and all sub-contractors will at all times ensure work complies with the most recent edition of the Occupational Health and Safety Act and all applicable regulations, codes, standards, and guidelines as amended, and will be responsible for and take every precaution reasonable in the circumstances for the protection of all workers associated with the work being performed.

The successful construction management firm will indemnify and save harmless the Library, its officers, employees, servants, and agents from any liability incurred as a result of the construction manager's or any sub-contractors' negligence or any latent or obvious violation of the Occupational Health and Safety Act.

7.15 Compliance with the Accessibility for Ontarians with Disabilities Act 2005

The successful construction management firm will comply with applicable regulations of the Accessibility for Ontarians with Disabilities Act, 2005 (AODA), with regard to the provision of services by the firm and its sub-contractors.

The construction management firm will ensure that any employees, agents, volunteers or others for whom it is at law responsible and who are involved in providing goods and services to the Library, receive training as required by these regulations.

7.16 Insolvency

The Library's contract with the successful construction management firm may be terminated, upon written notice to the firm, in the event that: the firm files for bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or has a receiver appointed, or any proceeding is demanded for, by or against the firm under any provision of the Federal Bankruptcy Act, as amended or any applicable provincial law.

7.17 Default

Upon any default of the construction management firm, the Library may reduce or may cancel the contract(s) in the event that any services affected have not yet been undertaken.

7.18 Force Majeure

If the construction management firm or its sub-contractors are delayed by labour disputes, strikes, lock-outs, fire, or by any cause of any kind whatsoever beyond their control, then the time of delivery will be extended for a period of time equal to the time lost due to such delays, at no cost or penalty to the Library.

No such time extension will be made for delays unless written notice of same is given within seven (7) days of its commencement. Where it is a case of a continuing cause of delay only one claim will be necessary.

7.19 Assignment

Neither this proposal nor the right to receive payment hereunder may be assigned or transferred without the prior express written consent of the Library and any attempted assignment will be void and of no force or effect against the Library.