

REQUEST FOR EXPRESSIONS OF INTEREST 5260 EOI HERITAGE ARCHITECTURAL SERVICES

Expressions of Interest will be received at the Information Counter, Main Floor, Richmond City Hall, addressed to the Purchasing Section, 6911 No. 3 Road, Richmond, BC, V6Y 2C1, until 12:00 noon, local time, on Oct 6th, 2014 (the "Closing Date/Time").

All queries related to this Request for Expression of Interest shall be submitted in writing to the attention of:

Sharon Bentley, SCMP, Buyer II

email: purchasing@richmond.ca

The deadline for all enquiries is 12:00 noon, local time on Sept 24th, 2014.

The City reserves the right not to respond to inquiries received after this deadline.

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1.0 Introduction

- 1.1. The City of Richmond (the "City") invites Responses to this Expressions of Interest ("EOI") from qualified Architectural Firms ("AF") to provide Professional Heritage Architectural Services on a non-exclusive as and when required basis for the Project Development Division.
- 1.2. This EOI will be used to determine a shortlist of Architectural Firms capable of providing professional heritage conservation services to current best practice standards (i.e. *The Standards and Guidelines for the Conservation of Historic Places in Canada*) on an "as if and when requested" basis.

2.0 Background

- 2.1. The City requires professional architectural services in specialized heritage conservation practice on an as-needed/project basis. City staff may administer and supervise the consulting contracts, with the shortlisted professional(s) specifications, preparing project planning, schematic design/design, architectural drawings, permit documents/application, public tender bids, and construction. The successful firm(s) may also be required to assist the Capital Buildings Group of the Project Development Division in the drafting and assembly of a range of standard templates for specifications and guidelines based on The Standards and Guidelines for the Conservation of Historic Places in Canada. Compliance with the BC Building Code and other regulatory requirements must be ensured.
- 2.2. The Project Development Division provides specialized administration services for the City's corporate heritage conservation requirements. This Division is responsible for administering the planning, design, design development, contract documents, permit applications, and construction for both new and existing Community, Corporate, and Operations building infrastructure. The current City inventory contains over 150 heritage and non-heritage, City-owned buildings.
- 2.3. As the scope and magnitude of the heritage conservation projects have not been determined, the successful firm may be involved in the early planning phases to ensure appropriate resources are allocated, provide recommendations for procurement, and assist in the order of magnitude estimates. Strategic consolidation of project scope and detail must be coordinated with the *Conservation Plans* and *Conservation Reviews* (currently in preparation) for City-owned heritage sites to minimize disruption to operational programming, and ensure maximum compliance with best practices.

3.0 Scope

- 3.1. The City is seeking to shortlist approximately 3-5 (three to five) AFs on a non-exclusive basis so that the City may access (at its sole discretion) "as and when" heritage conservation services may be required.
- 3.2. The scope of the various heritage projects' may involve conservation of cultural landscapes, exterior assemblies and/or interior finishes, including restoration, renovation and/or rehabilitation for adaptive reuse. For such projects, a standard critical path for the resolution of architectural and code issues, anticipating a best-practice solution to heritage conservation requirements, may include generating conceptual options to secure design efficiencies. This scope of work may also range from coordinating of Code Consultants for facilities requiring alternative solutions to meeting BCBC2012.
- 3.3. The design development described in 3.2 may ultimately find expression in the contract documents for a Building Permit Application.
- 3.4. The project(s) may vary in size and complexity, with estimates and budgets ranging from \$10,000 to \$150,000, not including soft costs. Larger projects requiring coordination of multiple consulting disciplines may have budgets from \$50,000, to a maximum \$1,500,000. Please note that these costs and estimates are based on precedent and represent neither a guarantee of, nor a commitment to, a volume or value for a particular project.
- 3.5. The City reserves the right to work with Contractor(s) of the City's selection, either through competition, single source, and/or public request for proposal or quotation (RFP/RFQ.)
- 3.6. All shortlist AFs will enter into a negotiation for the same hourly rate and/ or fixed fee.
- 3.7. Professional services may involve a role as prime, sub, sole consultant. Services may include, but are not limited to:
- Referencing the City's Conservation Plans and Reviews, and Federal *Standards* and *Guidelines for the Conservation of Historic Places in Canada*.
- Liaising with City staff, consultants, and external agencies;
- Developing technical specifications and standards;
- Providing recommendations for the most efficient documentation (e.g., CAD files, hard copy drawings or some blend of both);
- Coordinating sub consultants (as required);
- Administering site reviews and investigations;

- Supervising design from initial concept to occupancy (i.e., schematic drawings, design development, building permit application, tender documentation, construction supervision, substantial completion and occupancy, as-built drawings);
- Maintaining professional quality standards, and, generating schedules and letters of assurance;
- Preparing an owner manual by assembling performance criteria and/or catalogue cut-sheets for building components; organize by specification section, using Masterformat 2004 for Fixture, Equipment and Material specifications for standard items (e.g., flooring, appliances, lighting fixtures, plumbing fixtures, etc.)
- Will be responsible to hire and manage the sub-trades and what should include all fees in addition to the disbursements.

4.0 Term

4.1. The listing duration shall be for 3 (three) years and may be renewed up to 5 (five) years, upon mutual consent of both parties.

5.0 Objectives

5.1. The successful respondent(s) will have proven experience incorporating best practices for sustainability (e.g., Leed/green building provisions, energy savings, life cycle/maintenance costing etc.). Contract documents for permit application must ensure best value for cost, by balancing heritage conservation, durability and economic impact. Experience with previous heritage projects should be presented for consideration.

6.0 Definitions

- 6.1. Throughout this EOI the following definitions apply:
 - a) "<u>City's Designated Representatives</u>" means the City's employees or representatives who are authorized in writing to deal with the Consultant on behalf of the City in connection with the goods, materials, equipment and services or to make decisions in connection with the Contract;
 - b) "Closing Time" means the closing date, time, and place as set out on the title page of this EOI;
 - c) "Expression of Interest" or "EOI" means a statement of qualifications submitted in response to and according to the terms of this Request for EOI;
 - d) "Contractor" means the same as "Selected Respondent";

- e) "Project" means the scope of Work and Requirements described in this EOI;
- f) "Request for Expressions of Interest" or "RFEOI" means this document and related process;
- g) "Requirements" means all of the specifications, requirements and services set out in the EOI that describes the general requirements that the goods, materials, equipment and services must meet and the selected Respondent must provide;
- h) "Respondent" means an individual or a company (vendor) that submits, or intends to submit, a Response;
- i) "Response" or "Submission" means an EOI;
- j) "Selected Respondent" or "Successful Respondent" is the Respondent whose EOI, as determined through the evaluation criteria described in this EOI, provides the best overall value in meeting the requirements of the EOI, and with whom a Contract may be considered;
- k) "<u>Work</u>" means all the labour, materials, equipment, supplies, services and other items necessary for the execution, completion and fulfilment of the Requirements.

7.0 Pre-qualification Process

- 7.1. Interested parties are required to respond to this request for Expressions of Interest in accordance with the terms of this EOI.
- 7.2. The Project Development Division may select the AF that best meets the requirements of a particular project on an "as if and when required" basis by:
 - a) Rotating the project workload between the pool of pre-qualified AFs;
 - b) Requesting Fee Proposals from one or more of the pre-qualified AFs:
 - c) Directing the award of work as per the skill set(s) of the pre-qualified AF in relation to project requirements and the following costing methods:
 - Fixed Price Contract
 - Time Applied
 - d) The City is not obligated to use any firm(s) on the list; and
 - e) The City reserves the right to remove firms from this list, and terminate service at any time during the agreement.

8.0 Evaluation Criteria

- 8.1. It is preferable that the Selected Respondent(s) have previously and successfully completed projects for a municipality. Submissions may be evaluated on the basis of the overall best value for the City, including, but not limited to:
 - a) AF must have in-house registered Architects;
 - b) Demonstrated technical ability/capacity of the Respondent to fulfill the Objectives identified in Section 5.0, including reputation and resources; experience and qualifications; references; and/or the City's prior experience(s) when applicable;
 - c) Financial proposal including hourly rates and value for money;
 - d) Compliance with EOI Requirements;
 - e) Experience with Heritage Architecture;
 - f) Clarity and brevity of response to this call for EOI's; and
 - g) Minimum of 3 (three) references to validate key details of the AF's experience profile. Reference checks may also be conducted by the City.

9.0 Submission Details

9.1. Respondents are requested to submit 3 (three) hard copies and 1 (one) electronic copy of their Expression of Interest marked "5260 EOI –Heritage Architectural Services" to the Purchasing Division, Information Counter, Main Floor, Richmond City Hall located at 6911 No. 3 Road, Richmond, BC V6Y 2C1. Submissions should be received on or before:

12:00 noon local time, Oct 6th, 2014

- 9.2. Submissions will be evaluated at the discretion of the City based upon the information contained in the submissions.
- 9.3. Note: Any submission will not necessarily be accepted. Respondents are advised they have no claim for compensation in the preparation of their submissions and that by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim. All submissions received by the City shall be subject to the Freedom of Information & Protection of Privacy Act of British Columbia.

10.0 Enquiries and Addenda

10.1. Clarification of terms and conditions of the EOI document and EOI process and all other inquiries shall be directed to:

Sharon Bentley, SCMP, Buyer II purchasing@richmond.ca City of Richmond

- 10.2. The deadline for inquiries for this EOI is <u>12:00 noon</u>, <u>local time</u>, <u>Sept 24th</u>, <u>2014</u>. The City reserves the right not to respond to inquiries received after this deadline.
- 10.3. The City, its agents, consultants, elected officials and employees shall not be responsible for any information given by way of oral or verbal communication.
- 10.4. The, City will only respond to questions that are submitted in writing. Any questions that are received and answered that affect the EOI process, any interpretation of, additions to, deletions from, or any other corrections to the EOI document, may be issued as written addenda by the City. It is the sole responsibility of potential Respondents to check the following website to ensure that all available information has been received prior to submitting a Response.
- 10.5. Inquiries and responses relating to the EOI will be posted on BC Bid (http://www.bcbid.gov.bc.ca/open.dll/welcome?language=En) and the City's website (http://www.richmond.ca/busdev/tenders.htm). It is the sole responsibility of each Respondent to check these sites on a regular basis for amendments, addenda, or questions related to this EOI.
- 10.6. The decision to issue or not issue an addendum is entirely at the sole discretion of the City.
- 10.7. Each addendum will be incorporated into and become part of the EOI document. No amendment of any kind to the EOI is effective unless it is contained in a written addendum issued by the City's Purchasing Section.
- 10.8. Submissions which fail to conform to the Format Requirements or which fail to conform to any other requirement of these Documents may be rejected by the City.
- 10.9. Notwithstanding the foregoing or any other provision of these Documents, the City may at its sole discretion elect to retain for consideration Responses which deviate either materially from the format requirements set out in hereto or which otherwise fail to conform to any other requirement of this EOI.

11.0 Format Requirements

11.1. Responses submitted should be no more than 40 (forty) pages in length (including graphic materials) and contain:

I. Title Page, Table of Contents and Executive Summary

- a. The title page should identify the EOI number identified on the cover page of this document, Closing Time (as specified in section 9.1), Respondent's name, address, telephone number fax number, email address and contact person's name;
- b. The Table of Contents should reference the applicable section, subsection and page numbers (e.g. Section C pages x-x, Sub-Section Part 1 page x-x). Pages should be consecutively numbered.
- c. The executive summary should provide a synopsis of the Respondent's overall approach and key points of its Submission. This summary should be a maximum of one page.

II. Corporate Experience:

- a. Describe the type of company (for example: corporation, partnership, sole proprietor) and if a joint venture, clearly state this and state who the joint venture parties are and identify who is acting as the lead.
- b. Describe the company/entity size, depth and annual sales volume (in dollars).
- c. Provide a history of litigation or claims made against the Respondent during the 3 (three) years immediately prior to the Closing Time.

III. Corporate Capability:

- a. Describe capability (financial, experience and workload capacity) to undertake the Work:
- b. Provide resumes of proposed key personnel;
- c. Provide a certificate of existing commercial general liability insurance. There's no minimum insurance coverage. The winning proponent will need to provide the following minimum insurance coverage Professional liability insurance with a minimum limit of \$250,000.00 for each occurrence and \$500,000.00 aggregate. Comprehensive general liability insurance with a minimum limit of \$2,000,000 per occurrence with a cross-liability clause.
- d. Provide minimum of 3 (three) references to validate key details of the AF's experience profile.

IV. Completed and Current Projects:

- a. List 3 (three) relevant projects, name of client, value of the projects, company personnel involved and client/owner references with contact names and telephone numbers;
- b. Describe capacity to undertake this project and describe any other projects that the Respondent has scheduled during the anticipated time frame.

V. Outline of Services to be Provided:

a. Provide a brief discussion of your methodology and approach to providing the requirements of the Work.

VI. Financial

a. In this section, Respondents should provide hourly rates, detail roles and responsibility for the following professional staff: Principal, Project Architect, Designer/Project Assistant and Clerical.

12.0 Review of Submissions

12.1. The City will review the responses submitted to determine whether, in the City's opinion, the Respondent has demonstrated that it has the required experience and qualifications to fulfill the obligations of the services identified in this EOI.

13.0 Inquiries

- 13.1. City, in its sole discretion and without having any duty or obligation to do so, may conduct any inquiries or investigations, including but not limited to contacting references, to verify the statements, documents, and information submitted in connection with the Proposal and may seek clarification from the Respondent's bankers and clients regarding any financial and experience issues.
- 13.2. Subsequent to the receipt and review of responses the City reserves the right to issue a RFP for all or any part of the requirement described herein or to negotiate with any Respondent or with any number of Respondents concurrently for the purpose of entering into an agreement or to cancel this process in its entirety.

14.0 Notifications

14.1. Following the Closing Time, the City will only notify those Respondents who are selected.

- 14.2. The City may unilaterally take the following actions, and shall not be liable for any such actions:
 - a) amend the scope and description of the services as described in this EOI, and the qualifications that may be required to meet those requirements.
 - b) reject or accept any or all Submissions;
 - c) cancel the EOI process at any time and reject all responses; or
- 14.3. The Respondent acknowledges and agrees that any submission is in no way whatsoever, an offer to enter into an agreement and a submission by any Respondent does not in any way whatsoever create a binding agreement. The Respondent acknowledges that the City has no contractual obligations whatsoever arising out of the EOI process.

15.0 Information Disclaimer

- 15.1. The City and its directors, officers, employees, agents consultants and advisors are not liable or responsible for any oral, verbal or written information, or any advice, or any errors or omissions, which may be contained in this EOI or otherwise provided to the Respondent or Consultant pursuant to this EOI.
- 15.2. The Respondent shall conduct its own independent investigations and interpretations and shall not rely on the City with respect to information, advice, or documentation provided by the City. The information contained in this EOI is provisional and will be superseded by the RFP and/or other subsequent agreement documents.
- 15.3. The City makes no representation, warranty, or undertaking of with respect to this EOI and the City and its directors, officers, employees, agents, consultants and advisors, shall not be liable or responsible for the accuracy or completeness of the information in this EOI or any other written or oral information made available to any interested person or its advisors, and any liability however arising, is expressly disclaimed by the City.

16.0 Intent to Enter Into an Agreement

16.1. By submission of an EOI, the Respondent agrees that, should it be identified as a successful respondent, it is willing to enter into agreements subject to negotiations, if required, as necessary to complete the transactions contemplated in the Respondent's Response to this Request for EOI.

17.0 Modification of Terms

17.1. The City reserves the right to modify the terms of this EOI at any time at its sole discretion. This includes the right to cancel this EOI at any time without liability to any Respondent.

18.0 Ownership of Submissions

18.1. All documents submitted to the City, including Expressions of Interest, and any drawings, plans and models (as applicable), become the property of the City and will not be returned to Respondents. They will be received and held in confidence by the City, subject to the provisions of Section 24.0.

19.0 Right to Not Accept Any EOI

19.1. The City reserves the right to not accept any EOI and is not bound to enter into an agreement with any Respondent. In the event that no EOI is selected, the City will declare the EOI terminated, in which case the City reserves the right to enter into negotiations with any party, regardless of whether or not such party previously participated in the EOI.

20.0 No Commissions

20.1. The City will not pay any commission to any Respondent or any agent acting on behalf the Respondent in connection with any transaction arising from the EOI. Any agent working with or for an interested party is assumed to be compensated by the Respondent.

21.0 Use of this Request for Expressions of Interest

21.1. This document, or any portion thereof, may not be used by others for any purpose other than for the submission of Expressions of Interest.

22.0 Confidentiality, Freedom of Information and Protection of Privacy

- 22.1. All submitted EOIs shall become the property of the City. The City reserves the right to release information to the public about the EOIs received and any agreement(s) entered into. As the property of the City, EOIs will be considered government records, which are public documents and subject to the *Freedom of Information and Protection of Privacy Act* of British Columbia. However, any commercial information that could cause potential economic harm to a Respondent's business interests should be identified as such.
- 22.2. Information pertaining to the Site obtained by the Respondent as a result of participation in this EOI is confidential and must not be disclosed without written authorization from the City.

23.0 No Claim for Compensation of Expenses

- 23.1. The City is not liable to pay such costs and expenses or to reimburse or compensate a Respondent under any circumstances.
- 23.2. As such, Respondents are advised they are responsible for bearing all costs of preparing and submitting an EOI and any subsequent discussions with the City. Respondents shall have no claim for compensation in the preparation of their

submissions and by submitting an EOI, each Respondent shall be deemed to have agreed that it has no claim.

24.0 Conflict of Interest

24.1. Respondents are responsible for ensuring that any and all conflicts of interest or potential conflicts of interest are disclosed in their Submission. Failure to disclose a conflict of interest may result in the rejection of the EOI.

25.0 No Solicitation

25.1. If any directors, employees, officers, agents, consultants, or representatives, or other representative of a Respondent makes any representation or solicitation offering a personal benefit to any officer, employee, agent, consultant, or elected official of the City, concerning the Respondent's EOI, the City reserves the right to reject the Respondent's Response to this Request for EOI.

26.0 No Lobbying

26.1. From the date on which this EOI is issued until the EOI process is terminated, Respondents (including any directors, employees, officers, agents, consultants, or representatives) should not communicate with the City, directly or indirectly, about the EOI except via the designated Contact Person in Section 11.1.

27.0 Publicity

27.1. Respondents must not issue any news release or other public announcement that discloses details of this Request for EOI, or the Respondent's Response to this EOI, without the prior written consent of the City.