



CONFEDERATION CENTRE OF THE ARTS
CENTRE DES ARTS DE LA CONFÉDÉRATION

Request for Quotation (RFQ)

Building Condition Assessment MacKenzie Theatre (“The Mack”)

RFQ Issue Date: **October 21, 2020**

Submissions Due: **November 13, 2020 at 4:00 P.M. AST**

Quotations must be submitted to:

Kelly Dawson

Chief Operations Officer

Confederation Centre of the Arts

145 Richmond Street, Charlottetown, PEI C1A 1J1

kdawson@confederationcentre.com

A digital copy of this document is currently available online at:

<https://confederationcentre.com/tendering-rfp/>

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1. INTRODUCTION

For many years, the Mackenzie Theatre ("The Mack") has been a popular live performance venue and rehearsal space for local performing artists. While it is best known for its supporting role in the Charlottetown Summer Festival and Live @ the Centre, this 200 seat cabaret style theatre has been a public gathering space for over ninety years.



Originally built in 1927, the building was home to the Capitol Theatre offering moving picture shows to the local community. It later became the Famous Players Cinema, a 500 seat single screen theatre, until it closed its doors in 1965. Confederation Centre of the Arts ("the Centre") took ownership of the building in 1974 and proceeded to modify the multi-level structure to support a portion of their performing arts programming.

Over the years, there have been some renovations to The Mack but it largely remains in the same condition as it was when the Centre completed the original modifications. With the volume of foot traffic in and out of the building along with the change in neighboring structures and environmental conditions, The Mack is experiencing signs of structural fatigue. As such, the Centre is interested in analyzing the current condition of The Mack to enable the prioritization of capital projects which will ensure that the building remains a safe, enjoyable venue for patrons and artists well into the future.

The Centre invites contractors to provide a quotation for the services described in [Appendix A](#) (the "Services"). The description of the Services sets out the minimum requirements of the Centre. An organization that submits a quotation (the "Contractor") should prepare a quotation that meets the

minimum requirements, and may as it may choose, also include services or terms that exceed the minimum requirements.

Further to this, the Contractor must be willing to sign an agreement similar to the one outlined in [Appendix B](#) containing required terms and conditions of the agreement with the Centre.

2. SCHEDULE OF EVENTS

The following estimated schedule applies to this RFQ.

Description	Estimated Dates
Issuance of RFQ Documentation	October 21, 2020
Deadline for RFQ Questions	November 6, 2020
RFQ Date for Submission of Quotations	November 13, 2020
Commencement of Quotation Evaluation	November 16, 2020
Selection of Preferred Contractor	November 20, 2020

The Centre reserves the right to make changes to the above estimated schedule. All such changes shall be made by an addendum as per Section 6.

3. ADDRESS FOR DELIVERY

A Quotation should be labelled with the Contractor's name and RFQ title. The Contractor may submit a Quotation either by email or in a hard copy, as follows:

(a) Email

If the Contractor chooses to submit by email, the Contractor should submit the Quotation electronically in a single document which must be delivered to the Centre by email at: kdawson@confederationcentre.com.

PDF emailed Quotations are preferred and the Centre will confirm receipt of emails. If sending large email attachments and you do not receive a receipt confirmation, Contractors should phone [902 628 6133] to confirm receipt. A Contractor bears all risk in the successful delivery of the quotation.

(b) Hard Copy

If the Contractor chooses NOT to submit by email, the Contractor should submit two copies which are to be delivered to the following address:

Confederation Centre of the Arts
C/O Kelly Dawson
Chief Operations Officer
145 Richmond Street
Charlottetown, PE
C1A 1J1

4. DATE

The Centre would prefer to receive quotations on or before **November 13, 2020 at 4:00 P.M. AST.**

5. INQUIRIES

All inquiries related to this RFQ should be directed via email to the person named below (the “**Centre Representative**”). Information obtained from any person or source other than the Centre Representative may not be relied upon.

Name: Kelly Dawson

E-mail: kdawson@confederationcentre.com

Reference: CCOA – Building Condition Assessment RFQ

6. ADDENDA

If the Centre determines that an amendment is required to this RFQ, the Centre’s Representative will issue a written addendum by posting it on the Confederation Centre Website at <https://confederationcentre.com/tendering-rfp/>. It is the responsibility of the Contractor to check the Centre’s Website for addenda. The only way this RFQ may be added to, or amended in any way, is by a formal written addendum. No other communication, whether written or oral, from any person will affect or modify the terms of this RFQ or may be relied upon by any Contractor. By delivery of a Quotation, the Contractor is deemed to have received, accepted and understood the entire RFQ, including any and all addenda.

7. NO CONTRACT

This RFQ is simply an invitation for quotations (including prices and terms) for the convenience of all parties. It is not a tender and no obligations of any kind will arise from this RFQ or the submission of Quotations. The Centre may negotiate changes to any terms of a Quotation, including terms in Appendix A & B, including prices, and may negotiate with one or more Contractors or may at any time invite or permit the submission of quotations (including prices and terms) from other parties.

8. ACCEPTANCE

A Quotation will be an offer to the Centre which the Centre may accept at any time by signing the copy of the agreement as per Appendix B and delivering it to the Contractor. An agreement is not accepted by the Centre unless and until both the authorized signatory of the Contractor and the authorized signatory of the Centre have signed. Delivery of the signed Agreement by the Centre may be by e-mail or hard copy.

9. CONTRACTOR’S EXPENSES

Contractors are solely responsible for their own expenses in preparing and submitting Quotations, and for any meetings, negotiations or discussions with the Centre or its representatives and consultants, relating to or arising from the RFQ. The Centre will not be liable to any Contractor for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, incurred by the Contractor in preparing and submitting a Quotation, or participating in negotiations for a contract, or other activity related to or arising out of this RFQ.

10. CONTRACTOR'S QUALIFICATIONS

By submitting a Quotation, a Contractor represents that it has the expertise, qualifications, resources, and relevant experience to supply the Goods and Services.

11. CONFLICT OF INTEREST

A Contractor should disclose in its Quotation any actual or potential conflicts of interest and existing business relationships it may have with the Centre, its Board, or employees.

12. CONFIDENTIALITY

All Quotations will be held in confidence by the Centre unless otherwise required by law. Contractors should be aware that the Centre is subject to the *Freedom of Information and Protection of Privacy Act (FOIPP)* of Prince Edward Island.

13. SIGNATURE

The legal name of the person or firm submitting the Quotation should be inserted in the Quotation. The Quotation should be signed by a person authorized to sign on behalf of the Contractor.

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APPENDIX A – SPECIFICATION OF GOODS AND SCOPE OF SERVICES

1. PURPOSE

The Centre invites quotations from experienced and qualified Contractors to assess the current condition of the MacKenzie Theatre (“The Mack”) and any other requirements as further described in this Appendix.

2. SCOPE OF SERVICES

The primary obligation of the Contractor is to complete the following tasks:

- a. Perform a full on-site inspection including an inventory and photographing of the property;
- b. Complete an assessment that will encompass the physical elements of the property including:
 - i. Building envelope components including roofing, cladding, windows, and doors,
 - ii. Interior areas, all rooms and common areas,
 - iii. Mechanical and electrical systems,
 - iv. Exterior pavement and landscaping,
 - v. Drainage – Building perimeter, and
 - vi. Site services.
- c. Identify risk areas as it relates to the structural, mechanical, and electrical integrity of the facility.
- d. Provide an opinion of probable cost and proposed timeline for recommended upgrades, repairs, and/or replacement.

In recognition of the scope of services mentioned above, the Contractor’s submission must include:

1. Description of approach to execute the work.
2. Schedule for execution of the work.
3. Fee for service, excluding HST.
4. Resumes of the proposed team.

3. STANDARD OF WORK

All work shall be performed in a professional manner and in accordance with good trade practice and must be continually acceptable to the Centre.

The Contractor shall provide only qualified personnel including but not limited to Professional Engineers and Architects licensed to practice on PEI; fully trained and experienced in performing the work requested.

4. LOCATION

The Contractor will perform the services outlined in Section 2 at The Mack located at 128 Great George Street, Charlottetown, PE.

APPENDIX B – BUILDING CONDITION ASSESSMENT SERVICES AGREEMENT

Building Condition Assessment Services Agreement

This services agreement is entered into on _____ (“**Effective Date**”),
by and between _____ (the “Client”) and
_____ (the “Contractor”), collectively the “Parties”.

Both Parties therefore agree as follows:

Article 1 – Scope of Services

The Client wishes to obtain the Contractor’s services to perform the tasks and duties outlined as per the Contractor’s Quotation _____ dated _____.

Article 2 – Duration of Agreement

The Contractor will commence the provision of services beginning on _____ (“Start Date”) until no later than _____ (“Expiry Date”) or the agreement is terminated for cause.

Article 3 – Payment

The Client will pay the Contractor the equivalent of the agreed to amount *<insert terms as per the final negotiated agreement>*.

Article 4 - Events Beyond Contractor's Control

The Client agrees that if the Contractor is unable to complete the Services by the Completion Date because of events beyond the Contractor's control (such as fire, flood, acts of God, vandalism, pandemic, etc.), the Contractor will not be deemed to have breached this Contract and the time for the Contractor to complete the Services will be extended by the amount of time reasonably necessary for the Contractor to complete the Services and at a schedule agreeable to the Parties. The time for the Client to pay the Contractor for the Services will be extended in the same manner.

Article 5 - Safety Precautions

The Contractor will take all reasonable safety precautions in performing the Services. The Contractor will comply with all applicable laws, ordinances, rules, regulations, and orders of public authorities for the safety of persons and property. The Client agrees to keep the property clear of all known and potential hazards.

Article 6 – Limitation of Liability

The Contractor will indemnify and save harmless the Client from and against all claims, demands, causes of action, suits, losses, damages and costs, liabilities, expenses and judgments (including all actual legal costs) for damage to or destruction of Contractor property or injury to or death of any employee, sub-contractor, or agent representing the Contractor while providing services under this agreement.

Article 7 – Damage to Property

The Contractor shall carry on its operation in such a manner that it does not damage the interior or exterior assets for the facility. In the event damage occurs by reason of providing the Services, the Contractor shall replace or repair same at its own expense and

as directed by the Client. The Contractor has the option to make the repairs under the guidance of the Client; or the Client will make the repairs and back bill the Contractor for labour, materials and overheads.

Article 8 – Termination

The Client can terminate the agreement by giving written notice: (a) if the Contractor commits any material breach of this Contract and fails to correct the breach within 10 days of notice of the breach; or (b) if there is any repeated failure by the Contractor to provide the Services of an acceptable standard and to the reasonable satisfaction of the Client.

The Contractor can terminate the Contract by giving written notice: (a) if the Client fails to make the payments required and set forth in Article 3 within 30 days of notice of failure to make a payment; or (b) if the Client commits any other material, non-financial breach and fails to correct the breach within 10 days of notice of the breach.

Article 9 - Entire Agreement

This document reflects the entire agreement between the Contractor and the Client and reflects a complete understanding of the parties with respect to the subject matter. This Contract supersedes all prior written and oral representations. The Contract may not be amended, altered or supplemented except in writing signed by both the Contractor and the Client.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

“Client”

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

“Contractor”

Signature: _____

Name (Printed): _____

Title: _____

Date: _____