

# REQUEST FOR QUALIFICATIONS

DUCHESS PARK SECONDARY  
SCHOOL DESIGN-BUILD PROJECT

PRINCE GEORGE, B.C.

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## SUMMARY OF KEY INFORMATION

<b>RFQ TITLE</b>	<p>The title of this RFQ is:</p> <p>Duchess Park Secondary School Design-Build Project. No. 114983                  – School District No. 57 (Prince George)</p> <p>Please use this title on all correspondence.</p>
<b>CONTACT PERSON</b>	<p>The Contact Person for this RFQ is:</p> <p><b>Catherine Silman, Partnerships BC</b>  <b>Email: catherine.silman@partnershipsbc.ca</b>  <b>Facsimile: (250) 356-2222</b></p> <p>Please direct all enquiries, in writing, to the above named Contact Person. <b>No telephone enquiries please.</b></p>
<b>RESPONDENT REGISTRATION FORM</b>	<p>The Addenda and any further information relating to this RFQ will be directed only to parties who have completed and returned the Respondent Registration Form (Appendix A).</p>
<b>ENQUIRIES DEADLINE</b>	<p>Enquiries received after 2:00 p.m. (local time) on January 17, 2008 will not be processed and will not receive a response.</p>
<b>SUBMISSION DEADLINE</b>	<p>The Submission Deadline is:</p> <p style="text-align: center;"><b>January 21, 2008</b>  <b>at 4:00 p.m. (Local Time)</b></p>
<b>SUBMISSION LOCATION</b>	<p>The Submission Location is:</p> <p style="text-align: center;"><b>Partnerships BC</b>  <b>2320 – 1111 West Georgia Street</b>  <b>Vancouver, BC V6E 4M3</b></p>
<b>DELIVERY HOURS</b>	<p>Deliveries will be accepted at the Submission Location on weekdays (excluding Statutory Holidays) from 8:30 a.m. to 4:00 p.m. (Local Time).</p>

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## 1. INTRODUCTION

### 1.1 Purpose of the Request for Qualifications

The purpose of this Request for Qualifications (“RFQ”) is to invite interested parties to submit Responses indicating their interest in, and qualifications for, the Project. Based on these Responses, the Board of Education of School District No. 57 (Prince George), (“Prince George School District”), intends to select, in accordance with the terms of this RFQ, a short-list of up to three Respondents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals (“RFP”) stage.

### 1.2 Introduction to the Board of Education of School District No. 57 (Prince George)

The authority sponsoring this project is the Board of Education of School District No. 57 (Prince George) (the “Board”). It is one of the sixty Boards of Education established by the provincial government to provide public education services within the Province of British Columbia. The Prince George School District is the largest of those situated outside of the Lower Mainland and Capital Region.

The Board operates 50 public schools that serve 15,000 students in a geographical area that extends from Valemount in the East, Hixon to the South, the Pine Pass in the North and Bednesti in the West. Duchess Park Secondary School resides on a site that has significant historical significance for the City of Prince George. It is located in the Crescents neighborhood located on the perimeter of the downtown core.<sup>1</sup>

Additional information about the Board is available at [www.sd57.bc.ca](http://www.sd57.bc.ca)

### 1.3 Administration of the RFQ

Partnerships British Columbia Inc. (“Partnerships BC”) has been engaged by the Prince George School District to assist in the procurement of the Project and is managing this RFQ and the Competitive Selection Process on behalf of the Board. Additional information about Partnerships BC is available at [www.partnershipsbc.ca](http://www.partnershipsbc.ca).

### 1.4 Eligibility

Any interested party, or parties, may submit a Response to this RFQ. Respondents may be individuals, corporations, joint ventures, partnerships, or any other legal entities.

### 1.5 Project Brief

The Authority has issued a “Project Brief” for the purpose of providing an informal and convenient summary of aspects of the Project. **The Project Brief is not included in any way as part of this RFQ, either expressly or by inference or by reference, and is not intended to be referred to in any way in interpreting this RFQ.**

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<sup>1</sup> Site maps of the City of Prince George are available for viewing at <http://www.city.pg.bc.ca/pgmap/>.

## **2. THE PROJECT**

The new Duchess Park Secondary School will be built to accommodate 900 students on the currently unused portion of the site of the current secondary school. It is anticipated that the cost of the completed school will be in the range of \$30 million.

The current Duchess Park Secondary School offers educational programs to students in grades 8 to 12: a regular program of studies for catchment and non-catchment area students; a French Immersion program; and the secondary component of the programs provided by the Board of Education of School District No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique). The school provides service to 729 regular students, 21 special needs students, 144 French immersion students and 34 students from School District No. 93. There are 77 staff members working at the school.

### **2.1 Project Site**

The project will be constructed at 2371 Ross Crescent, Prince George, BC on PID 008-213-224 Lot A District Lot 343 Cariboo District Plan 24451. The site is zoned P1 (public institutional) and there are presently encumbrances in the manner of a land use contract between School District No. 57 and the City of Prince George. Application has been made with the City to discharge this contract and it is anticipated this will be completed before the start of the Project. There is also a telephone company right-of-way on the site but it is not expected it will interfere with the Project.

It is anticipated that the new facility will be situated on the site previously occupied by the former King George V Elementary School and the Central Administration Office of School District No. 57 (Prince George). Both of these buildings have been demolished and removed from the site.

The site is shared by a building that at one time served as the School District distribution warehouse. It now houses an indoor soccer facility leased to the City of Prince George. This building must be accommodated in the planning for the school. In particular, the successful proponent will have to provide the building with an independent electrical supply and a shared parking lot with the school.

### **2.2 Project Scope**

Ministry of Education guidelines provide for a total minimum allowable space for this Project of 9,590 square meters. The successful proponent will be required to build a facility that will contain space for the following areas:

- Administration;
- Multi-purpose;
- Health;
- Special education;
- Counselling;
- Mechanical space;
- General storage;



- Gym activity;
- Instructional and classrooms;
- Gym ancillary;
- Francophone instructional space; and
- Media/tech centre.

The school population has stabilized at 900. It is not intended that the new school should be built to consider expansion.

Aside from the construction of a new school building to accommodate 900 students, the Project will also include bus and traffic lanes (i.e., loops and drop-offs) comprising spaces for four regular-sized buses, three special needs buses, and five to 28 passenger buses. A parking area will also be provided for students who drive to school.

The successful proponent will provide, as a minimum, the following areas on site:

- Bus loop drop-off and pickup;
- Staff parking;
- Student parking to be shared with the warehouse;
- Playing field for soccer, football and baseball;
- Basketball court;
- Tennis courts; and
- Outside storage for the shops program, with a covered work area.

The successful proponent will also be responsible for:

- Undertaking the design and construction of the school and the related amenities;
- Applying for, and obtaining, permits (including development permits) and variances (if required);
- Carrying out the Project in a manner which will allow for the continued operation of the existing school;
- Engaging in community relations activities for the duration of construction; and
- Ensuring that neighboring properties are not unduly affected by Project construction.

Once the new school is constructed, the existing school will be demolished and removed. This could be included in the scope of this Project.

Any requirement for Leadership in Energy and Environmental Design (“LEED”) certification will be addressed in the RFP.

### **2.3 Project Objectives and Desired Outcomes**

The School District’s Project objectives and the corresponding desired outcomes are presented in the following table:

PROJECT OBJECTIVES	DESIRED OUTCOMES
State of the Art 900-Student Secondary (grades 8-12) School	<ul style="list-style-type: none"> <li>A triple track school with a wider variety of programming than normal for a school its size and location.</li> </ul>
Forward-Thinking (Future-Oriented)	<ul style="list-style-type: none"> <li>The facility needs to be designed to incorporate the programs that meet the needs of a diverse school community, rich in tradition for academic and athletic excellence; a school that provides service to a cross section of clients with differing socio-economic situations.</li> </ul>
Value for Money	<ul style="list-style-type: none"> <li>A project that meets the Board's stated financial commitment and maximizes the value of each dollar spent to build the facility.</li> </ul>
Integrated Services of Two Public Boards of Education	<ul style="list-style-type: none"> <li>A facility that involves the program requirements of both Prince George School District and School District No. 93 (Conseil Scolaire Francophone de la Colombie-Britannique). Integrating these environments requires a creative solution that recognizes the unique needs of an independent yet communal learning environment</li> </ul>
Optimized Academic and Athletic Opportunities	<ul style="list-style-type: none"> <li>A school that embraces and promotes the "success for all" philosophy, where student achievement, including athletic opportunities, is available to all of its students.</li> </ul>
Project Completed in 2010	<ul style="list-style-type: none"> <li>Complete the Project in a timely fashion to realize benefits for students, staff and the community.</li> </ul>

The Board will provide comprehensive performance specifications that must be included in any design that is to be approved. The successful design will support community initiatives with respect to Prince George's recognized status as B.C.'s Winter City<sup>2</sup> and will demonstrate a commitment to using as many sustainable resources on the Project as possible.

## 2.4 Requirements for a Successful Proponent

The successful proponent will likely have both construction and design experience with schools or similar public institutions and will:

- Be familiar with the operations and requirements of School Boards and the Ministry of Education.

<sup>2</sup> For information on the Winter Cities Working Group see <http://www.initiativespg.com/spiritofbc/default.asp?TID=04063021512457>.

- Be capable of scheduling complicated projects.
- Have design-build experience that shows an ability to exploit the flexibility of the design-build process and include innovation in areas such as mechanical systems designed to provide for improved lifecycle costing, and the provision of innovative approaches for specialized space use such as gymnasiums, music and shop facilities, and office space.
- Understand the processes for remediation of construction sites.
- Be capable of appropriately assessing and quantifying the risks, and providing a firm fixed price for the performance of the work.

The successful proponent will recognize that under the Design-Build Contract its responsibilities will include, but not be limited to, the following:

- The provision of a qualified and experienced consulting team of architects and engineers to design the facility and the surrounding grounds so that they conform to, or surpass, the Performance Specifications that will be provided in the RFP.
- Presenting a Project schedule and plan that demonstrate the necessary management skills for the construction component of the work that will deliver a facility on time, on budget and, at a minimum, conforming to the performance specifications included in the Design-Build Contract.
- Provide evidence of the financial capacity of the entire design-build team for a project of this size and scope.

## **2.5 Work by the Board to Date**

- All of the existing buildings (former elementary school, central administration office) have been removed from the building site.
- Site testing has been completed and reports will be available during the RFP process.
- Performance specifications have been established.
- Draft Design-Build Contract documents have been prepared.
- Consultation with school and district staff has been completed.
- Consultation with Prince George & District Construction Association has been undertaken to advise them of the forthcoming Project.
- Consultation with the City of Prince George is ongoing.
- Environmental assessments of the site and the remaining school building have been completed and will be available at the RFP stage.
- The Project team has undertaken significant planning and engineering activity and is consulting with local governments, stakeholders and the public to ensure that stakeholder interests have been considered throughout the planning and development stages.
- The Project has been approved by the Province of British Columbia and was announced on April 16, 2005.

## **2.6 Title to the Lands and Facility**

Title to the facility will at all times be held by the Prince George School District. The Design-Build Contract will set out all of the proponent's rights with respect to the facility.

## **3. COMPETITIVE SELECTION PROCESS**

This section describes the process that the Prince George School District expects to use in the selection of a Preferred Proponent. The anticipated Competitive Selection Process includes two stages: the RFQ Stage and the RFP Stage.

### **3.1 Request for Qualifications Stage**

The objective of the RFQ stage, in the sole discretion of the Board, is to create a short list of up to three Respondents who have successfully demonstrated that they are best qualified in accordance with the criteria set out in Appendix C.

### **3.2 Request for Proposals Stage**

The objective of the RFP stage is to select the Preferred Proponent who may be offered the opportunity to enter into the Design-Build Contract.

#### **3.2.1 Design-Build Discussions and Negotiations**

It is anticipated that the RFP will describe a collaborative process to provide the opportunity for the Proponents to comment on a variety of topics including design, services, and the draft Design-Build Contract.

With respect to the Design-Build Contract, a process is anticipated that is similar to the following:

- a. The Project Team will invite each Proponent to review the draft Design-Build Contract as attached to the RFP, and then meet confidentially and separately with the Project Team to discuss any amendments that the Proponent would like to have made to the draft Design-Build Contract.
- b. The Project Team will consider all comments and requested amendments received from the Proponents and amend the draft Design-Build Contract as the Project Team may decide, and then by addendum issue a revised Design-Build Contract as the common basis for the preparation of all proposals from the Proponents.

It is anticipated that the RFP will describe how final negotiations may occur after the selection of the Preferred Proponent to achieve a settled and final Design-Build Contract.

### **3.3 Competitive Selection Timeline**

The following table outlines the proposed milestones and timeline for the competitive selection process:

<b>Proposed Competitive Selection Process Schedule</b>	
<b>Milestones</b>	<b>Timeline</b>
RFQ Submission Date	January 21, 2008
Respondent Interviews (optional)	January 23-24, 2008
Announce Short-Listed Respondents	January 28, 2008
Issue Request for Proposals	February 2008
RFP Submission Date	April 2008
Selection of Preferred Proponent	May 2008
Award and Commencement of Contract	July 2008
Substantial Completion	2010
<i>Note: Dates are subject to change at the sole discretion of the Board.</i>	

### 3.4 Honorarium

There will not be an honorarium paid for responding to the RFQ.

The Board has an honorarium amount of \$75,000 (the "Honorarium") which it may, in its absolute discretion, pay to, or share among, one or more Proponents who submit to the RFP. It is the intent of the Board that no Honorarium payment will be made in respect of any Proponent's submission unless the Board, in its absolute discretion, considers such submission to be complete, responsive to the RFP, and competitive.

In replying to the RFP, all Proponents acknowledge that the Board is not responsible for any of the Proponent's costs and the Proponent has no claim of any nature against the Board or the Honorarium.

## 4. SUBMISSION REQUIREMENTS

### 4.1 Mandatory Submission Requirements

Each Response must comply with the following Mandatory Submission Requirements:

### **Mandatory Submission Requirements**

Each Response **must:**

- a. Be in English and must not be submitted by mail, facsimile or email;
- b. Be received at the Submission Location before the Submission Deadline; and
- c. Contain a signed Response Declaration Form (Appendix D).

Responses received after the Submission Deadline will not be considered and will be returned unopened. The designated calendar and clock at the Submission Location, whether accurate or not, will govern the delivery of any and all Responses.

#### **4.2 Response Form and Content**

Responses to this RFQ should be in the form and outline described in Appendix C. The content of the Response should include information in respect of each of the matters required to be considered and addressed, as described in Appendix C, which is sufficiently comprehensive and responsive to enable the Board to apply the Evaluation Criteria as outlined in Appendix C.

#### **4.3 Respondent Registration Form and Confidentiality Agreement**

The Respondent Registration Form attached as Appendix A and the Confidentiality Agreement attached as Appendix B must be completed, executed and delivered to the Contact Person via facsimile or hand-delivered. The Confidential Information relating to this RFQ will be directed only to parties who have completed and returned the Respondent Registration Form and the Confidentiality Agreement.

#### **4.4 Receipt of Complete RFQ**

Respondents are solely responsible to ensure that they have received the complete RFQ. By submitting a Response each Respondent represents that the Respondent has verified receipt of a complete RFQ and that the Respondent has accepted and understood the complete RFQ. Each and every Response is deemed to be made on the basis of the complete RFQ, including all Addenda.

#### **4.5 Enquiries**

All enquiries regarding any aspect of this RFQ must be directed to the Contact Person by email, and the following will apply to any enquiry:

- a. Any responses will be in writing;
- b. Enquiries to, and responses from, the Contact Person will be recorded;
- c. A Respondent may request that a response to an enquiry be kept confidential if the Respondent considers the enquiry to be commercially sensitive, and if the Contact Person decides that an enquiry must be distributed to all Respondents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response; and

- d. Subject to Section 4.5.c any enquiry and response may, in the Contact Person's discretion, be distributed to all Respondents, or the Contact Person may keep either or both the enquiry and response confidential if in the judgment of the Contact Person it is fair or appropriate to do so.

#### **4.6 No Authorized Contact**

All communication on matters related to the Project or the Competitive Selection Process must be directed in writing to the Contact Person. Respondents and/or any other interested parties must not attempt to, or actually, communicate directly or indirectly on matters related to the Project or the Competitive Selection Process with any representative of any Restricted Party, or Board, elected officials, or any other government employees who are involved in the Project or the Competitive Selection Process.

Information offered or otherwise obtained from any source other than the Contact Person is not official, may be inaccurate, should not be relied on or otherwise used in any way, by a Respondent or by any person or firm, for any purpose, and will not be binding on the Board.

#### **4.7 Electronic Communication**

The following provisions shall apply to any electronic communications with the Contact Person:

- a. The Board does not assume any risk or responsibility or liability whatsoever to any Respondent:
  - i. for ensuring that any electronic system operated for the Board or Partnerships BC is in good working order, able to receive transmissions, or is not engaged in receiving other transmissions such that a Respondent's transmission cannot be received; and/or
  - ii. if a permitted electronic communication or delivery is not received by the Board or Partnerships BC, or received in less than its entirety, within any time limit specified by this RFQ.
- b. All permitted electronic communications to the Contact Person will be deemed as having been received by the Contact Person on the dates and times indicated on the Contact Person's electronic equipment.

#### **4.8 Addenda**

Written Addenda are the only means of amending or clarifying this RFQ. Only the Board, through the Contact Person, is authorized to amend or clarify this RFQ by issuing an Addendum on BC Bid. No other employee or agent of the Board is authorized to amend or clarify this RFQ. The Board may, in its absolute discretion through the Contact Person, amend or clarify the terms or contents of this RFQ before the Submission Deadline. The Board will send a notice to all parties who have delivered a completed Respondent Registration Form when an Addendum has been issued on BC Bid.

#### **4.9 Inconsistency between Paper and Electronic Form**

If there is any inconsistency between the paper form of a document and the digital, electronic or other computer readable form, the paper form of the document in the custody of the Board prevails.

#### **4.10 Revisions Prior to the Submission Deadline**

Respondents may make changes, inclusive of withdrawal, to their Responses (“Revisions”) after the submission of their Responses on the condition that each Revision **must**:

- a. Be in English and must not be submitted by mail, facsimile, or email; and
- b. Be received at the Submission Location before the Submission Deadline.

The designated calendar and clock at the Submission Location, whether accurate or not, will govern the delivery of any and all Revisions. Revisions received after the Submission Deadline will not be considered and will be returned unopened.

For the Revisions to receive full consideration, Respondents are to indicate the Revisions made, with every page numbered, and enclose it in a sealed package clearly marked with “Revision to Duchess Park Secondary School Design-Build RFQ Response [Respondent’s name]”.

### **5. EVALUATION**

#### **5.1 Evaluation Committee**

The Board, assisted by its employees and advisors, will form a committee that will evaluate the Responses.

#### **5.2 Evaluation and Selection Process**

To assist in evaluation of the Responses, the Evaluation Committee may, in its sole and absolute discretion:

- a. Conduct reference checks relevant to the Project with any or all of the references cited in a Response to verify any and all information regarding a Respondent, inclusive of its directors/officers and the Key Individuals, whether contained in the Response or not, and to conduct any background investigations that it considers necessary in the course of the Competitive Selection Process;
- b. Rely on and consider any relevant information from such cited references;
- c. Seek clarification and/or supplementary information from any or all Respondents. If in the opinion of the Board, any Response contains a defect or irregularity, or fails in some way to comply with any requirement of this RFQ that, in the opinion of the Board, can be remedied without providing an unfair advantage to one or more Respondents, the Contact Person may request clarification from the Respondent;
- d. Consider such supplementary information in the evaluation; and



- e. Request meetings/interviews with any, some, or all Respondents to clarify any questions and/or considerations based on the information included in Responses during the evaluation process. The Evaluation Committee is not required to request or permit meetings.

### **5.2.1 Notification of Success**

A written notice to the Respondent Representative, as identified in completed Appendix A – Respondent Registration Form, is the only valid form of notification of success.

### **5.2.2 Debriefing**

After announcement of the short-listed Respondents, members of the Evaluation Committee will conduct a debriefing for any Respondent upon request. In a debriefing, only the strengths and weaknesses of that Respondent's Response will be discussed, but the Evaluation Committee members will not disclose or discuss any confidential information of another Respondent. The Contact Person will make best efforts to schedule a debriefing session within 30 days of the receipt of a request.

### **5.3 Evaluation Criteria**

The Evaluation Committee will evaluate Responses by application of the Evaluation Criteria as outlined in Appendix C. The Evaluation Committee will apply the Evaluation Criteria to select the Responses that the Evaluation Committee judges to be the most advantageous to the Prince George School District.

### **5.4 Presentations**

Respondents may be asked to present their Responses to the Evaluation Committee and other interested parties during the evaluation process at the request of the Evaluation Committee. The presentations are to be specific to the Project and are not to contain company marketing information. If held, presentations will be held in Prince George.

### **5.5 Proponents and Changes to Proponent Team**

The RFP will be issued only to the entities that have been short-listed under this RFQ. If for any reason a short-listed Respondent (henceforth referred to as the "Proponent") wishes or requires to make a change to its list of team members as listed in its Response to this RFQ by adding new members, deleting listed members or substituting new members for listed members, then the Proponent must submit a written application to the Board for approval prior to the RFP Submission Deadline. Requests should be submitted as soon as possible, as the Board may, in its absolute discretion, grant or refuse to grant permission for a change to a Proponent's team list, considering the Board's objective of achieving a competitive selection process that is not unfair to other Proponents, and without limiting the above:

- a. The Board may refuse to permit a change to the membership of a Proponent's team if:
  - i. the change would, in the Board's judgment, result in a weaker team than the Proponent's team as listed in its Response to this RFQ; or

- ii. the evaluation of the new team, using the evaluation criteria described in Appendix C, would rank the Respondent with its changed team lower than another Respondent that had not been short-listed;
- b. The Board's discretion to give approval for changes to a Proponent's team membership includes discretion to approve requests for changes to facilitate or permit changes in ownership or control of a Proponent or a team member; and discretion to approve changes to the legal relationship between team members such as the creation of a new joint venture or other legal entity that will take the place of the Proponent.

## **6. RFQ TERMS AND CONDITIONS**

### **6.1 No Obligation to Proceed**

This RFQ does not constitute an offer of any kind, including an offer to enter into any contract with any Person, including any Respondent. No contract of any kind is formed under, or arises from, this RFQ, including as a result of the submission of a Response. No contract is entered into in connection with this RFQ save and except only the Response Declaration Form and the Respondent Registration Form. This RFQ does not commit or make the Board responsible in any way whether in contract, tort or otherwise, to anything whatsoever, including to proceed with an RFP stage or any other part of the Competitive Selection Process.

### **6.2 Ownership of Responses**

All Responses submitted to the Board become the property of the Board. They will be received and held in confidence by the Board, subject to the provisions of the *Freedom of Information and Protection of Privacy Act* ("FOIPPA") and this RFQ.

### **6.3 Freedom of Information and Protection of Privacy Act**

All documents and other records in the custody of or under the control of the Board are subject to the *FOIPPA* and other applicable legislation. Except as expressly stated in this RFQ and subject to the *FOIPPA* or other applicable legislation, all documents and other records submitted in response to this RFQ will be considered confidential; however such information or parts thereof may be released pursuant to requests under the *FOIPPA* or other applicable legislation.

The *FOIPPA* can be accessed as follows:

[www.qp.gov.bc.ca/statreg/stat/F/96165\\_01.htm](http://www.qp.gov.bc.ca/statreg/stat/F/96165_01.htm)

### **6.4 Confidentiality of Information**

Non-public information pertaining to Partnerships BC, the Board or the Project, which is obtained by the Respondent as a result of participation in this RFQ, is confidential and must not be disclosed without written authorization from Partnerships BC or the Board (as applicable).

## **6.5 Cost of Preparing the Response**

The Respondent will bear all costs associated with, or incurred in, the preparation and presentation of its Proposal, or in any way related to this RFQ. The Board will not be liable to pay any such costs, or to reimburse or to compensate the Respondent therefore under any circumstances, including any costs incurred by the Respondent in connection with any further discussions following receipt of the Respondent's Proposal. For greater certainty, the Board's rejection of any or all Proposals will not render the Board or their respective Representatives liable to any Respondent or its Representatives for any costs, penalties or damages.

## **6.6 Limitation of Damages**

Each Respondent, by submitting a Response, agrees that:

- a. In the event any or all Responses are rejected or Disqualified, or the Project or Competitive Selection Process is modified, suspended or cancelled for any reason (including modification of the scope of the Project or modification of the RFQ or both), neither the Board nor any of its employees, advisors or representatives will be liable, under any circumstances, for any Claim or to reimburse or compensate the Respondent in any manner whatsoever, including but not limited to costs of preparation of the Response, loss of anticipated profits, loss of opportunity or for any other matter;
- b. The Respondent waives any and all Claims whatsoever, including Claims for loss of profits or loss of opportunity, in the event that the Respondent is rejected or Disqualified or is not successful in being short listed in the Competitive Selection Process or for any other reason; and
- c. With respect to circumstances not listed in the foregoing subsections a. and b., the Respondent will not make any Claim against the Board or its employees, advisors or representatives in excess of an amount equivalent to the reasonable costs of preparation of the Response for any matter relating to the RFQ, the Project or the Competitive Selection Process.

## **6.7 Reservation of Rights**

The Board reserves the right, in its sole and absolute discretion, to:

- a. Amend the scope of the Project, modify, cancel or suspend the RFQ process, or any or all stages of the Competitive Selection Process, at any time for any reason;
- b. Accept or reject any Response based on the Evaluation Criteria as determined in the sole and absolute discretion of the Board;
- c. Not accept any or all Responses;
- d. Reject or Disqualify all or any Response without any obligation, compensation or reimbursement to any Respondent or any of its team members;
- e. Re-advertise for new responses, call for tenders, or enter into negotiations for this Project or for work of a similar nature;

- f. Amend any terms and conditions of this RFQ;
- g. Invite the next highest scoring qualified Respondent(s) to proceed to the next stage of the Competitive Selection Process in the event that one or more of the short-listed Respondents is unable or disqualified.

## **6.8 Disclosure and Transparency**

The Board is committed to an open and transparent Competitive Selection Process, while understanding the Respondents' need for protection of confidential commercial information. To assist the Board in meeting its commitment, Respondents will cooperate and extend all reasonable accommodation to this endeavor.

The Board expects to disclose the following information during this stage of the Competitive Selection Process:

- a. The RFQ document;
- b. The number of Respondents; and
- c. The name of short-listed Respondents.

To ensure that all public information generated about the Project is fair and accurate and will not inadvertently or otherwise influence the outcome of the Project Competitive Selection Process, all public information generated in relation to the Project, including communications with the media and the public, must be coordinated with, and is subject to prior approval of, the Board.

Respondents will notify the Board through the Contact Person of requests for information or interviews from the media.

Respondents will ensure all of the Respondent team members and others associated with the Respondent also comply with these requirements.

## **6.9 No Collusion**

By submitting a Response, a Respondent on its own behalf and as authorized agent of each firm, corporation or individual member of the Respondent and Respondent Team, represents, warrants and confirms to the Board, with the knowledge and intention that the Board will rely on such representation, warranty, and confirmation, that its Response has been prepared and submitted without collusion or fraud, and in fair competition with prospective Respondents, prospective Respondent Teams, and other Respondents.

## **6.10 Relationship Disclosure and Review Process**

Without limiting any other term of this RFQ, the Board may, in its sole discretion, Disqualify any Respondent that in the Board's opinion has an actual conflict of interest or unfair advantage, or has a relationship that has the potential for a conflict of interest to occur.

Respondents must submit with their Response the completed Relationship Disclosure Form attached as Appendix E.

Each Respondent, including each member of the Respondent Team, and all other firm, corporation and individual members of the Respondent Team, will fully disclose all relationships they may have with the Board, Partnerships BC, any Restricted Party, or any other Person providing advice or services to the Board with respect to the Project,

- a. By submission of the completed Relationship Disclosure Form with its Response; and
- b. Thereafter during the Competitive Selection Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

At the time of such disclosure, the Respondent will include sufficient information and documentation to demonstrate that appropriate measures have been, or will be, implemented to mitigate, minimize or eliminate the actual or potential conflict of interest or unfair advantage, as applicable. The Respondent will provide such additional information and documentation and implement such additional measures as the Board may require, in its sole discretion, in connection with the Board's consideration of the disclosed relationship and proposed measures.

#### **6.10.1 Use or Inclusion of Restricted Parties**

The Board may, in its sole discretion, Disqualify a Respondent or impose such conditions on the Respondent's continued participation in the Competitive Selection Process as the Board may consider to be in the public interest or otherwise appropriate, if the Respondent uses or includes a Restricted Party in the Respondent Team:

- a. To advise or otherwise assist the Respondent in connection with the Respondent's participation in the Competitive Selection Process, including in connection with the Respondent's preparation of its Response; or
- b. As an employee, advisor or consultant to the Respondent or a Respondent Team member.

Each Respondent is responsible to ensure that neither the Respondent nor any member of the Respondent Team uses, consults or seeks advice from any Restricted Party, or includes any Restricted Party in the Respondent Team.

#### **6.10.2 Restricted Parties**

At this RFQ Stage, the Board has identified the following persons, firms, or organizations as Restricted Parties:

- a. Partnerships British Columbia Inc.
- b. Meiklejohn Architects Inc.
- c. Falcon Engineering
- d. Stantec Consulting
- e. CWMM Consulting Engineers Ltd.
- f. McCarthy Tetrault LLP
- g. Corporate Performance Systems
- h. McElhanney Consulting
- i. Atelier Pacific Architecture Inc.

A Restricted Party is a person or firm (including their former and current employees) who:

- a. Had, or currently has, participation or involvement in the Competitive Selection Process or the design, planning or implementation of the Project; and
- b. May provide a material unfair advantage, or material confidential information, to any Respondent that is not, or would not reasonably be expected to be, available to other Respondents.

This is not an exhaustive list of Restricted Parties. Additional persons, firms, or organizations may be added to or deleted from the list during any stage of the Competitive Selection Process through an Addendum. Neither the Board nor any of its employees, advisors or representatives is liable to any Respondent for any claims, whether for preparation costs of the RFQ, loss of anticipated profit, loss of opportunity or any other matter whatsoever, for any use or reliance on this list, or use or inclusion of Restricted Parties in any Response for the Competitive Selection Process.

### **6.10.3 Shared Use**

A Shared Use Person is eligible to do work for a Respondent, but is required to commit that they will not enter into exclusive arrangements with any Respondent. This includes Persons who have unique or specialized information or skills such that their availability to all Respondents is necessary to ensure a fair Competitive Selection Process. At the RFQ Stage, the following have been identified as Shared Use Persons for this Project:

- a. Spiegel Skillen Associates
- b. GeoNorth Engineering Ltd.
- c. Inland Control and Services Inc.

### **6.10.4 Request for Advance Rulings**

A Respondent or a prospective member or advisor of a Respondent who has any concerns regarding whether a current or prospective employee, advisor or member of that Respondent is, or may be, a Restricted Party, is encouraged to request an advance ruling in accordance with this section through the following process:

To request an advance ruling of whether a Person is a Restricted Party, a Respondent or prospective team member or advisor of that Respondent should submit to the Contact Person, not less than ten (10) days prior to the Submission Deadline, by email, hand or courier delivery, or facsimile, the following information:

- a. Names and contact information of the Respondent and the person or firm for which the advance ruling is requested;
- b. A description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage;
- c. Description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage; and

- d. Copies of any relevant documentation.

Subject to section 6.3, all requests for advance rulings will be treated in confidence. If a Respondent or prospective team member or advisor becomes a Restricted Party, it may be listed in an Addendum or in subsequent Competitive Selection Process documents as a Restricted Party.

#### **6.10.5 The Board May Request Advance Rulings**

The Board may also independently ask for advance rulings where it identifies Persons who may be Restricted Parties. The Board will, if it seeks an advance ruling, provide the Conflict of Interest (“COI”) Adjudicator with relevant information in its possession about the participation of the Person in the Project or other circumstances that may render such Person a Restricted Party. The Board will give notice to the possible Restricted Party so that it can make its own Response to the COI Adjudicator.

#### **6.10.6 Conflict of Interest Adjudicator**

A Conflict of Interest Adjudicator has been appointed to make decisions on conflicts of interest or unfair advantage, including whether any person is a Restricted Party. The decision of the COI Adjudicator on any conflict of interest or unfair advantage issue, whether in response to a request for advance ruling or a request by the Board at any stage of the evaluation process, is final and binding on the persons requesting the ruling and all other parties including, without limitation, all Respondents, Respondent Team members, and the Board.

#### **6.11 Fairness Advisor**

A Fairness Advisor has been appointed to monitor the evaluation process undertaken by the Evaluation Committee. The Fairness Advisor will provide a written report to the Board, and the Board will make any such report available to interested parties.

The Fairness Advisor will be:

- a. Provided full access to all documents and information related to the evaluation processes under this RFQ which the Fairness Advisor decides is required; and
- b. Kept fully informed by the Board of all documents and activities associated with this RFQ.

#### **6.12 No Lobbying**

Respondents will not engage in any form of political or other lobbying whatsoever with respect to this Project, or otherwise attempt to influence the outcome of the Competitive Selection Process. In the event of any such activity, the Board, at its sole and absolute discretion, may at any time, but is not required to, reject any Response by that Respondent without further consideration, and either terminate that Respondent’s right to continue participating in the RFQ stage and subsequent stages of the Competitive Selection Process, or impose such conditions on that Respondent’s continued participation in the procurement stage as Board, at its sole discretion, may consider in the public interest or otherwise appropriate.

## 7. DEFINITIONS

In this RFQ:

**Addenda** or **Addendum** means each and every written document issued by the Contact Person for the purpose of amending or clarifying this RFQ.

**Board** means the Board of Education of School District No. 57 (Prince George).

**Authorized Representative** means the person(s) or firms(s) having the Authority to legally bind the Respondent.

**Authorized Signatory** or **Authorized Signatories** of a Respondent means the person(s) or firm(s) having the Authority to legally bind the Respondent.

**Claim** means any claim, demand, liability, damage, loss, suit, action, or cause of action and all costs and expenses relating thereto.

**COI Adjudicator** means the conflict of interest adjudicator: a person or committee carrying out the responsibilities defined in **section 6.10.6**.

**Competitive Selection Process** means the overall process for the selection of a Preferred Proponent for the Project including, but not limited to, the RFQ.

**Confidential Information** is defined in **Appendix B**.

**Contact Person** means the person identified as such in the Summary of Key Information section of this RFQ.

**Contractor(s)** means the party (or parties) executing the Design-Build Contract with the Board.

**Design-Build Contract** means the agreement between the Board and the Contractor under which the Board confers the rights on the Contractor and the Contractor undertakes to implement the Project.

**Disqualification** or **Disqualified** or **Disqualify** means exclusion of a Response from a Respondent by the Board from the Competitive Selection Process.

**Evaluation Committee** means a committee, including sub-committees, established by the Board to evaluate the Responses.

**Evaluation Criteria** means the criteria defined in **Appendix C**.

**Fairness Advisor** means the person described in **section 6.11**.

**Key Individuals** means the specific persons, exclusive to one Respondent, identified in **Appendix D**, including:



- Project Director, Project Manager (or Assistant Project Director), Design Manager, Construction Manager.

**Mandatory Submission Requirements** means the requirements identified in **section 4.1**.

**Partnerships BC** means Partnerships British Columbia Inc.

**Preferred Proponent** means any entity, including the company, firm, consortium or any legal entity selected by the Board during the RFP process to negotiate the Design-Build Contract.

**Project** means the Duchess Park Secondary School Design-Build Project.

**Respondent Registration Form** refers to the form in **Appendix A**.

**Response** means the formal response by a Respondent to this RFQ and is the statement of information that substantially complies with the form and content requirements of this RFQ.

**Respondent** means any entity, including a company, firm, consortium or any legal entity, which plans to make a response to this RFQ.

**Respondent's Representative** means the person or firm, identified in the Respondent Registration Form (**Appendix A**) and Response Declaration Form (**Appendix D**), who is fully authorized to represent the Respondent in any and all matters related to its Response.

**Respondent Team** means the entire team as described in the Respondent's Response that will prepare the Respondent's proposal under the RFP. For clarity, the Respondent Team includes both firms and individuals.

**Response Declaration Form** refers to the form in **Appendix D**.

**Restricted Party(ies)** refers to parties identified in **section 6.10.2**.

**RFP** means the request for proposals which may be issued by the Board as a stage of the Competitive Selection Process.

**RFQ** means this request for qualifications issued by the Board as the first stage of the Competitive Selection Process.

**Shared Use Person** means those persons or firms who are specifically named in **Section 6.10.3**.

**Submission Location** means the location identified in this RFQ's Summary of Key Information section.

**Submission Deadline** means the time and date indicated in this RFQ's Summary of Key Information section.

**APPENDIX A**

**RESPONDENT REGISTRATION FORM**

(To be submitted by the Authorized Representative of the Respondent)

**Request for Qualifications**

**Submission Time: 4:00 p.m. (local time) January 21, 2008**

To receive any further distributed information about this Request for Qualifications, please return this form and a properly executed Confidentiality Agreement (Appendix B) as soon as possible to:

**Contact Person : Catherine Silman**

**Fax: (250) 356-2222**

**RESPONDENT CONTACT INFORMATION**

**NAME OF RESPONDENT:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY** \_\_\_\_\_ **POSTAL CODE:** \_\_\_\_\_

**PROVINCE:** \_\_\_\_\_

**MAILING ADDRESS, IF DIFFERENT:** \_\_\_\_\_

**FAX:** (\_\_\_\_\_) \_\_\_\_\_ **TELEPHONE:** (\_\_\_\_\_) \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

Unless it can be sent by fax or e-mail, please send us any further correspondence about this RFQ by:

**COURIER COLLECT** COURIER Name and Account No.: \_\_\_\_\_

**MAIL** (default if neither box checked)

**ACKNOWLEDGMENT OF TERMS OF RFQ**

The undersigned is a duly authorized representative of the Respondent and has the power and authority to sign this Respondent Registration Form on behalf of such Respondent or other interested party.

The Respondent or other interested party hereby acknowledges receipt and review of the RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in the RFQ.

Respondent Representative or other interested party:

---

Authorized Signature

---

Name of the Authorized Signatory

---

Title

---

Date

## APPENDIX B

### CONFIDENTIALITY AGREEMENT

#### 1. Interpretation

In this Agreement:

- (a) "Confidential Information" means all documents, knowledge and information provided by the Board or any of its Representatives (the "Disclosing Party") to, or otherwise obtained by, the Recipient or any of its Representatives (the "Receiving Party"), whether before or after the date of this Agreement, either orally, or in writing or other visual or electronic form in connection with, or relevant to, the Project, including, without limitation, all design, operational and financial information, together with all analyses, compilations, data, studies, photographs, specifications, manuals, memoranda, notes, reports, maps, documents, computer records or other information in hard copy, electronic or other form obtained from the Disclosing Party or prepared by the Receiving Party containing or based upon any such information. Notwithstanding the foregoing, Confidential Information does not include information which:
- (i) is, or subsequently becomes, available to the public, other than through a breach of this Agreement by the Receiving Party or through a breach of a confidentiality agreement which another person has entered into concerning the Confidential Information;
  - (ii) is subsequently communicated to the Receiving Party by an independent third party, other than a third party introduced to the Receiving Party by the Disclosing Party or connected with the Project, without breach of this Agreement and which party did not receive such information directly or indirectly under obligations of confidentiality;
  - (iii) was rightfully in the possession of the Receiving Party, or was known to the Receiving Party before the date of this Agreement and did not originate, directly or indirectly, from the Disclosing Party;
  - (iv) was developed independently by the Receiving Party without the use of any Confidential Information; or
  - (v) is required to be disclosed pursuant to any judicial, regulatory, or governmental order validly issued under applicable law.
- (b) "Permitted Purposes" means evaluating the Duchess Park Secondary School Design/Build Project, preparing a Response, and any other use permitted by this

Agreement.

- (c) "Recipient" means a Respondent or any other interested party who completes a Receipt Confirmation Form.
- (d) "Representative" means a director, officer, employee, agent, accountant, lawyer, consultant, financial adviser, subcontractor, Key Individual, or any other person contributing to, or involved with, the preparation or evaluation of Responses or proposals, as the case may be, or otherwise retained by the Recipient, the Board or Partnerships BC in connection with the Duchess Park Secondary School Design/Build Project.
- (e) All capitalized terms not otherwise defined in this Agreement have the respective meanings ascribed to them in section 7 of the RFQ.

## *2. Confidentiality*

The Recipient will keep all Confidential Information strictly confidential and will not, without the prior written consent of the Board, which may be unreasonably withheld, disclose, or allow any of its Representatives to disclose, in any manner whatsoever, in whole or in part, or use, or allow any of its Representatives to use, directly or indirectly, the Confidential Information for any purpose other than the Permitted Purposes. The Recipient will make all reasonable, necessary, and appropriate efforts to safeguard the Confidential Information from disclosure to any other person, firm, corporation, or other entity except as permitted in this Agreement, and will ensure that each of its Representatives agrees to keep such information confidential and to be bound by the terms contained herein.

## *3. Ownership of Confidential Information*

The Board owns all right, title and interest in the Confidential Information and, subject to any disclosure requirements under applicable law, and except as permitted by this Agreement, the Recipient will keep all Confidential Information that the Recipient receives, has access to, or otherwise obtains, strictly confidential for a period of three years after the date of this Agreement, and will not, without the prior express written consent of an authorized representative of the Board, which may be unreasonably withheld, use, divulge, give, release or permit or suffer to be used, divulged, given or released, any portion of the Confidential Information to any other person, firm, corporation or other entity for any purpose whatsoever.

## *4. Limited Disclosure*

The Recipient may disclose Confidential Information only to those of its Representatives who need to know the Confidential Information for the purpose of evaluating the Project and

preparing its Response or proposal as applicable, and on the condition that all such Confidential Information be retained by each of those Representatives as strictly confidential. The Recipient will notify Partnerships BC, on request, of the identity of each Representative to whom any Confidential Information has been delivered or disclosed.

### *5. Destruction on Demand*

On written request, the Recipient will promptly deliver to Partnerships BC, or destroy all documents and copies thereof in its possession or control, constituting or based on the Confidential Information, and the Recipient will confirm that delivery or destruction to Partnerships BC in writing, all in accordance with the instructions of Partnerships BC; provided, however, that the Receiving Party may retain one copy of any Confidential Information which it may be required to retain or furnish to a court or regulatory Board pursuant to applicable law.

### *6. Acknowledgment of Irreparable Harm*

The Recipient acknowledges and agrees that the Confidential Information is proprietary and confidential and that the Board or Partnerships BC may be irreparably harmed if any provision of this Agreement were not performed by the Recipient, or any party to whom the Recipient provides Confidential Information in accordance with its terms, and that any such harm could not be compensated reasonably or adequately in damages. The Recipient further acknowledges and agrees that the Board will be entitled to injunctive and other equitable relief to prevent or restrain breaches of any of the provisions of this Agreement by the Recipient or any of its Representatives, or to enforce the terms and provisions hereof, by an action instituted in a court of competent jurisdiction, which remedy or remedies are in addition to any other remedy to which the Board may be entitled at law or in equity.

### *7. Waiver*

No failure to exercise, and no delay in exercising, any right or remedy under this Agreement by the Board will be deemed to be a waiver of that right or remedy. No waiver of any breach of any provision of this Agreement will be deemed to be a waiver of any subsequent breach of that provision or of any similar provision.

### *8. Severability*

If any portion of this Agreement is found to be invalid or unenforceable by law by a court of competent jurisdiction then that portion will be severed and the remaining portion will remain in full force and effect.

## 9. *Enurement*

This Agreement enures to the benefit of the Board and Partnerships BC and binds the Recipient and its successors.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Respondent Name

\_\_\_\_\_  
Printed Name of the Authorized Signatory

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## APPENDIX C

### RESPONSE GUIDELINES AND EVALUATION CRITERIA

#### 1. Overview of Response

Responses must:

- a. include all of the information requested in this appendix;
- b. follow the format set out in Section 2 below;
- c. include sufficient information to enable appropriate evaluation of the Response, with reference to the Evaluation Criteria, while avoiding extraneous information; and,
- d. be submitted as two (2) packages of information:
  - i. Package 1: Transmittal Letter and Declarations
    - One (1) copy of requested information
  - ii. Package 2: Response
    - One (1) unbound copy marked “Master”
    - Seven (7) bound copies each marked “Copy – Number X of 7”

Details on the contents required for each section is provided in Section 2 of this appendix.

#### 2. Evaluation Criteria and Response Format

##### 2.1 Evaluation Criteria

The purpose of the evaluation is to measure the Respondent Team’s strengths and experience in delivering, managing, and operating projects comparable to the Design/Build Project. Responses will be reviewed from a technical, functional and value perspective using the criteria set out in the table in section 2.3.

The Evaluation Committee will evaluate Responses by applying the following Evaluation Criteria and weighting to the information received as requested in section 2.3 of this Appendix C:

Evaluation Criteria	Points
1. Respondent Team	20
2. Project Experience	35
3. Financial/Commercial Strength	20



## 2.2 Disqualification of Responses

Without limitation, the Board may, in its sole discretion, disqualify a Response if:

- a. Background investigations:
  - i. reveal any false statements in the Response;
  - ii. reveal any criminal affiliations or activities by the Respondent and such affiliations or activities would, in the sole opinion of the Board, interfere with the integrity of the Competitive Selection Process; or
- b. It includes a false or misleading statement, claim or information.

## 2.3 Response Format and Content

Responses should be submitted in the following format and sequence, inclusive of the section numbers and titles, to ensure they receive full consideration during the evaluation and that the evaluations themselves may be handled in an efficient and consistent manner.

Section #	Title	Contents	Evaluation Criteria	Points
<b>PACKAGE 1: TRANSMITTAL LETTER AND DECLARATIONS (0 points out of 75)</b>				
		<ul style="list-style-type: none"> <li>a. One copy of a Transmittal Letter.</li> <li>b. One fully executed/signed copy of the Response Declaration Form (see Appendix D of the RFQ).</li> <li>c. One fully executed/signed copy of the Relationship Disclosure Form (Appendix E) from the Respondent <u>and from each</u> Key Individual.</li> </ul>	<p>Not Scored</p> <p>Mandatory</p> <p>Not Scored</p>	
<b>PACKAGE 2: SUBMISSION (75 points out of 75)</b>				
<b>1</b>	<b>Respondent Team</b>			<b>20</b>
1.1	Identification of the Respondent Team	<ul style="list-style-type: none"> <li>a. Provide the Company/Firm name for each of the following:               <ul style="list-style-type: none"> <li>1. Consortium/Lead</li> <li>2. Design Team</li> <li>3. Construction Team</li> <li>4. Banker</li> <li>5. Legal Advisor</li> <li>6. Other(s) (please specify)</li> </ul> </li> <li>b. Provide a short description of the Respondent and each member of the Respondent Team (for publication purposes).</li> </ul>	Not Scored	
1.2	Contact Information	<ul style="list-style-type: none"> <li>a. Provide the name and contact details for the Authorized Representative of the Respondent.</li> </ul>	Not Scored	

Section #	Title	Contents	Evaluation Criteria	Points
		<p><b>Please note:</b> The Authorized Representative of the Respondent will be the <u>only</u> contact person to receive communication from PBC regarding the RFQ.</p> <p><u>Authorized Representative and Contact Person:</u></p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Employer</li> <li>3. Mailing/Courier Address</li> <li>4. Telephone No.</li> <li>5. Facsimile No.</li> <li>6. E-mail address</li> <li>7. Website address</li> </ol>		
1.3	Respondent Team Organization Chart	<ol style="list-style-type: none"> <li>a. Provide an organization chart, at the corporate level, showing the internal organization of the Respondent Team.</li> <li>b. The organization chart should describe the proposed contractual relationships within the Respondent Team, and should reflect how these relationships may change during the design and construction phases. If appropriate, provide an organization chart for each phase of the Design-Build Project.</li> </ol>	<p>At the Respondent Team level:</p> <ol style="list-style-type: none"> <li>a. A proposed organizational structure that indicates good project governance and appropriate lines of responsibility and reporting relationships.</li> </ol>	
1.4	Project Organization Chart	<ol style="list-style-type: none"> <li>a. Provide a project organization chart, at the individual level, showing the reporting relationships between, the Key Individuals and other individuals that will report to them to indicate the proposed approach/management structure for the design-/build Project.</li> </ol> <p><b>Please note:</b> Names are only required for Key Individuals at this time.</p>	<ol style="list-style-type: none"> <li>b. Demonstrated ability on the part of the Respondent team to integrate resources and Contractors into design-build teams.</li> <li>c. Demonstrated ability on the part of the Respondent team to work together and the ability to integrate their respective resources.</li> </ol>	
1.5	Prior Working Relationships	<ol style="list-style-type: none"> <li>a. Describe any prior working relationships among members of the Respondent Team.</li> <li>b. Provide information on past experience integrating local Contractors and sub-Contractors into comparable projects.</li> </ol>		
<b>2</b>	<b>Project Experience</b>			<b>35</b>
2.1	Design/Build Project Experience	<ol style="list-style-type: none"> <li>a. Provide detailed information on design-build project experience that any members of the Respondent Team have.</li> <li>b. Provide any further information and evidence that will assist in evaluating the Response. In particular, provide design-build project experience associated with building schools or other public institutions.</li> </ol>	<ol style="list-style-type: none"> <li>b. The team has a demonstrated ability to undertake the activities required to successfully deliver the project.</li> <li>c. The design team is competent and has demonstrated abilities to implement design-</li> </ol>	

Section #	Title	Contents	Evaluation Criteria	Points
			<p>build projects.</p> <p>d. The team is competent and has demonstrated abilities to deliver undertake the design and build the school</p> <p>e. The team is competent and has demonstrated ability to working with public sector entities on design-build projects.</p> <p>f. The team has demonstrated abilities to deliver projects involving public policy issues and communication with the public, users and stakeholders.</p> <p>g. The team has the ability to partner well with public sector entities.</p>	
2.2	Other Relevant Experience	a. Please refer to list of contents for 2.1 – design-build project experience, directly above. The same information is required for this section on other relevant experience that any members of the Respondent Team have.	Other evidence supporting a measure of how the Team is rated with respect to the above-noted criteria.	
<b>3</b>	<b>Key Individuals</b>			<b>0</b>
3.1	Key Individuals' Experience	<p>a. Provide the name, professional designation, and summary of education/qualifications and relevant experience for these Key Individuals:</p> <ol style="list-style-type: none"> <li>1. Project Director</li> <li>2. Project Manager (or Assistant Project Director)</li> <li>3. Design Manager</li> <li>4. Construction Manager</li> </ol> <p>b. Provide, in an appendix, résumés for the Key Individuals including, at a minimum, the following information:</p> <ol style="list-style-type: none"> <li>1. Name</li> <li>2. Role and responsibility for the Design/Build Project</li> <li>3. Education/Qualifications</li> <li>4. Relevant experience</li> <li>5. Client references (including client</li> </ol>	<p>a. Project Management experience</p> <p>b. Design experience</p> <p>c. Construction experience</p> <p><b>Not Scored</b></p>	

Section #	Title	Contents	Evaluation Criteria	Points
		name, contact name, location, phone number, and email address) for three projects.		
<b>4</b>	<b>Financial/ Commercial Strength</b>			<b>15</b>
4.1	Financial Capacity	<p>a. Provide financial information and evidence to demonstrate that the Respondent will have the necessary financial standing, capacity, experience and resources to undertake and complete the design-build Project.</p> <p>Information required:</p> <ol style="list-style-type: none"> <li>1. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided.</li> <li>2. Details of any credit rating.</li> <li>3. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency litigation in the last three fiscal years.</li> </ol>	The team has the financial capacity and ability to successfully undertake the project with little risk to the school district.	
4.2	Legal Advisors' Experience	<p>a. Provide the information and evidence necessary to indicate the ability of the Legal Advisors, including information with respect to the experience of the legal advisors</p>	<p>a. The team has legal advisors who have sufficient competence and ability that they can structure design-build project finance in a way that places little risk on completion on the project.</p>	

## APPENDIX D

### RESPONSE DECLARATION FORM

1. This form must be executed by the Respondent.
2. By executing this Response Declaration, the Respondent agrees to the provisions of the RFQ and this Response Declaration.
3. Capitalized terms are defined in the Glossary in the RFQ.
4. This form must be submitted as part of Package 1: Transmittal Letter and Declarations

#### [RFQ Respondent's Letterhead]

To: **Insert Submission Location**

Attention: **Insert Contact Person**

The Respondent hereby agrees and acknowledges that:

#### 1. Response

- a. This Response Declaration Form has been duly authorized and validly executed;
- b. The Respondent is bound by all statements and representations in its Response;
- c. Its Response strictly conforms with the RFQ and that any failure to strictly conform with the RFQ may, in the sole and absolute discretion of the Board, be cause for Disqualification;
- d. Its Response is in all respects a fair Response made without collusion or fraud;
- e. The Board reserves the right to verify information in its Response and conduct any background investigations including criminal record investigations, verification of the Response, credit enquiries, litigation searches, bankruptcy registrations and taxpayer information investigations or other investigations on all or any of the Respondent Team members, and by submitting a Response, the Respondent agrees that it consents to the conduct of all or any of those investigations by the Board.

#### 2. Acknowledgements with Respect to the RFQ

- a. The Respondent has:
  - (i) received, read, examined and understood; and
  - (ii) agrees to be bound by

the entire RFQ, including all of the terms and conditions, all documents listed in the RFQ "Table of Contents", and any and all Addenda;

- b. By submitting a Response, the Respondent waives any further right to amendment or clarification of any aspect of the RFQ;
- c. The Respondent's Representative identified below is fully authorized to represent the Respondent in any and all matters related to its Response, including but not limited to providing clarifications and additional information that may be requested in association with its Response;
- d. The Respondent has disclosed all relevant relationships, in accordance with the instructions and format outlined in Appendix E – Relationship Disclosure Form;
- e. The Respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in the RFQ, and any and all conditions that may in any way affect its Response.

<b>RESPONDENT</b>	<b>RESPONDENT'S REPRESENTATIVE</b>
Name of Firm	Name
Address	E-mail Address
Name of Authorized Signatory	Telephone
Signature	Fax Number

**Respondent Team consists of:**

Name	Address	Key Individual Role

## APPENDIX E

### RELATIONSHIP DISCLOSURE FORM

1. This form is to be completed by each Respondent Team member (including firms and individuals where they are not employed by those firms).
2. Submit this form as part of Package 1: Transmittal Letter and Declaration.

The Respondent declares that:

1. The Respondent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Respondent has with:
  - a. Any Restricted Party or their current or former employees, shareholders, directors or officers; or
  - b. Employees (both current or former) of the Board, or individuals of firms who have been involved in the Competitive Selection Process or the design, planning or implementation of the Project,that could constitute a conflict of interest or unfair advantage.

<b>Name of Restricted Party / Person</b>	<b>Details of the Nature of the Respondent's relationship with the listed Restricted Party/Person</b> <i>(e.g. Respondent was an advisor to the Restricted Party from 1999-2000)</i>