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REQUEST FOR
PROPOSALS
for
DUCHESS PARK SECONDARY
SCHOOL
DESIGN-BUILD
PRINCE GEORGE, B.C.

SUMMARY OF KEY INFORMATION

RFP TITLE	<p>The title of this RFP 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>
CONTACT PERSON	<p>The Contact Person for this RFP is:</p> <p>Catherine Silman, Partnerships BC Email: catherine.silman@partnershipsbc.ca Facsimile: (250) 356-2222</p> <p>Please direct all enquiries, in writing, to the above named Contact Person. No telephone enquiries please.</p>
ENQUIRIES DEADLINE	<p>Enquiries received after 2:00 p.m. (local time) on April 25, 2008 may not be processed and may not receive a response.</p>
SUBMISSION DEADLINE	<p>The Submission Deadline is:</p> <p>April 30, 2008 at 3:00 p.m. (Local Time)</p>
SUBMISSION LOCATION	<p>The Submission Location is:</p> <p>School District No. 57 (Prince George) 2100 Ferry Avenue Prince George, B.C. V2L 4R5</p>
DELIVERY HOURS	<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 this RFP

The purpose of this Request for Proposals (the “**RFP**”) is to invite eligible Proponents to prepare and submit competitive proposals for the design and construction of the new Duchess Park Secondary School (the “**School**”) under a Design-Build Agreement (the “**Design-Build Agreement**”).

1.2 Administration of this RFP

Partnerships BC is managing this RFP on behalf of the Board of Education of School District No. 57 (Prince George) (the “**Board**”).

1.3 Eligibility to Participate in this RFP

Through a Request for Qualifications (“**RFQ**”) issued December 14, 2007, the following entities qualified to participate in this RFP:

- (a) Giffels Partnership Solutions Inc.
- (b) Western Industrial Contractors Ltd. (DPSS Project Success)

Only these two Proponents, subject to changes in Proponent team membership as permitted by this RFP, are invited, or will be permitted, to submit Proposals or otherwise participate in this RFP.

2. BACKGROUND OF THE PROJECT

2.1 The Board

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.

Additional information about the Board is available at www.sd57.bc.ca

2.2 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.

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.

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.¹

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"> A triple track school with a wider variety of programming than normal for a school its size and location.
Forward-Thinking (Future-Oriented)	<ul style="list-style-type: none"> 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.
Value for Money	<ul style="list-style-type: none"> A project that meets the Board's stated financial commitment and maximizes the value of each dollar spent to build the facility.
Integrated Services of Two Public Boards of Education	<ul style="list-style-type: none"> 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
Optimized Academic and Athletic Opportunities	<ul style="list-style-type: none"> A school that embraces and promotes the "success for all" philosophy, where student achievement, including athletic opportunities, is available to all of its students.
Project Completed in 2010	<ul style="list-style-type: none"> Complete the Project in a timely fashion to realize benefits for students, staff and the community.

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



The successful design will support community initiatives with respect to Prince George's recognized status as B.C.'s Winter City² and will demonstrate a commitment to using as many sustainable resources on the Project as possible.

2.4 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 Agreement will set out all of the Proponent's rights with respect to the facility.

3. SCOPE OF WORK

3.1 Project Scope

The scope of work includes complete design and construction of the Project as described in this section and as provided in the Design-Build Agreement. The Preferred Proponent will:

- Design, construct and commission a new 900 student secondary school which meets the objectives outlined in Section 2.3 and the Functional Requirements set out in Appendix C to the Design-Build Agreement.
- Design and develop the Site.
- Deconstruct the existing school, including removal of hazardous materials.
- Remove the electrical substation.
- Establish electrical service to the Youth Soccer Facility.
- Accommodate existing school functions, as well as the Youth Soccer Facility, throughout the Project.

The Project will be designed and constructed in conformance with the standards and criteria outlined in the Functional Requirements set out in Appendix C to the Design-Build Agreement, and the Design Criteria and Performance Specifications set out in Appendix D to the Design-Build Agreement.

Proponents will undertake all necessary site investigations for design preparation, provide a complete Design, and provide complete construction, commissioning, and project management services.

3.2 Project Site

The Site is bounded by Winnipeg Street, Ross Crescent and Sixth Avenue in Downtown Prince George. The new buildings and site enhancements are to be located in a functional manner that promotes the best use of the site, is consistent with sound architectural practice, and complies with all applicable codes and laws. The phase one feasibility study included a conceptual site plan that has strong support from school

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



district educational, operations, and maintenance personnel. The site is as defined in this section of the RFP.

The site requirements are set out in Appendix C to the Design-Build Agreement and include:

- One full-size playing field;
- Hard surface playing areas;
- Paved parking and loading areas;
- Paved industrial education work area;
- Roadways, curbs, sanitary, water, storm and electrical services;
- Upgrades to off-site areas including road, curbs and services;
- Upgrades to some street lighting; and
- Landscape development of entire site.

3.3 Design Vision

- A centre for learning that demonstrates the significance of its location in the heart of the original downtown in the historic Crescents neighbourhood.
- A modern structure that is clearly a school, yet is a warm and inviting response to its northern climate and local economy.
- Arrivals by car, school bus or city bus are well thought out.
- Where possible, covered walkways allow safe and comfortable access to the building.
- The school has a heart - upon arrival in the main entry, the layout of the public areas is clear. Students, faculty and guests of all ages quickly feel at home and can find their way intuitively and without direction.
- Prince George has a proud local economy of transportation, forestry and mining that merits a creative response in its architecture. Sustainable and local materials such as wood are beautiful when well-integrated into building design (keeping in mind that durability is a paramount concern for this Project).

3.4 LEED® Requirement

In keeping with provincial initiatives, the design of the new Duchess Park Secondary School will be required to target LEED® Gold, or equivalent.



3.5 Responsibilities of the Preferred Proponent

3.5.1 Performance Responsibilities

(a) Standards

The Preferred Proponent will design and construct the Project in accordance with current building standards and regulations, including the British Columbia Building Code, all relevant Canadian Standards (latest edition), Ministry of Health regulations, Ministry of Education and School District No. 57 standards, and the Worker's Compensation Board of British Columbia.

(b) Methodology

The methods of work proposed by Proponents will be provided and set out in a manner that can be designed and constructed within the timelines for completion.

(c) Schedule

The Project will be substantially complete by November 30, 2009, with total completion for new construction by January 1, 2010. Deconstruction work is to be substantially complete on or before July 1, 2010.

(d) Approving Authorities

The Preferred Proponent will be responsible to obtain the Building Permit and other approvals required for the construction of the School, and to ensure that its design for the School complies with the applicable zoning. The Preferred Proponent will be responsible to obtain approval for any zoning modifications required to accommodate a proposed design. The Preferred Proponent will notify all relevant utilities and obtain and pay for all necessary permits, licenses, and approvals.

(e) Stakeholder Consultation

The Preferred Proponent will present design concepts to representatives of the Board overseeing development of the Project for comment before commencing architectural and engineering design.

The Preferred Proponent will present design details to the representatives of the Board for comment during the design phase.

- The Preferred Proponent will be expected to take comments into consideration during Project design development.

(f) Quality Management

The Board will undertake intermittent reviews, investigations and tests at the Board's discretion in order to satisfy itself of the general standard of quality of installation by the Preferred Proponent.



Reviews by the Board or its representative will not relieve the Preferred Proponent of the responsibility to install a complete facility in conformance with its Proposal and the Design-Build Agreement.

3.5.2 Review Requirements and Documentation

The School District will carry out comprehensive compliance reviews during the Project design development to confirm compliance with standards, specifications and criteria comprising schedules to the Design-Build Agreement.

3.5.3 Architectural and Engineering Design

The Preferred Proponent will be required to present design drawings to representatives of the Board in a staged review process. Five copies of the plans and specifications will be required. The Preferred Proponent will provide 5 days advance notice of intent to submit plans and specifications for review.

3.5.4 Design Modification

In the event that the Preferred Proponent wishes to modify the 100% project drawing during construction, it will prepare and submit revised drawings and specifications to the Board for approval.

3.5.5 Construction Records

The following records will be supplied by the Preferred Proponent:

3.5.6 Public Information and Action Request Response

The Preferred Proponent will establish communication and information processes which will:

- (a) Represent the Proponent, the Project and the Design-Build process to stakeholders;
- (b) Provide opportunities for interactive communication between the Proponent and stakeholders;
- (c) Record all inquiries and complaints (name, concern, action taken, date, phone call/visit);
- (d) Inform stakeholders of any activities that they should be aware of; and
- (e) Provide regular written reports documenting public contacts and identifying any concerns.

3.6 Responsibilities of the School District

Subject to the provisions of the Design-Build Agreement:

- (a) The School District, or its designated representative, will monitor the design and construction of the Project and will monitor the implementation of quality control plans regarding the delivery of quality, durable and environmentally acceptable infrastructure;



- (b) During construction of the Project, the School District, or its designated representative, will monitor the progress of work with respect to the Preferred Proponent's conformance to its Proposal and other requirements of the Design-Build Agreement, including adequate provisions for the safety of the public;
- (c) The School District or its designated representative will issue change orders, stop orders and work orders and process payment requests, issue payments, certify substantial completion and completion all according to the Design-Build Agreement.

Nothing in this section creates any contractual or other legal obligation on the School District, and the Design-Build Agreement is the sole source of any contractual obligation on the School District with respect to the Project.

3.7 Owner's Representative

The School District will designate an Owner's Representative to act on its behalf with respect to all powers, duties and authorities vested in the School District under the Design-Build Agreement.

4. THE DESIGN-BUILD AGREEMENT

The Draft Design-Build Agreement is attached as Appendix E to this RFP.

4.1 Project Price

The School District has set a price for the Design-Build Agreement and will award the Contract to the Proponent offering the most value for the stipulated Project Price.

The Project Price is based on the capital approval and includes allocations for site development, design, construction, cash allowances, construction management and those equipment items to be included in the Design-Build Agreement and funding necessary to target LEED® Silver, or equivalent .

- As stated in Section 3.4 of this RFP, Proponents are required to target LEED® Gold, or equivalent for this Project. Proponents are therefore required to identify what additional funding over and above the Project Price will be required to achieve the target of LEED® in their Proposal.

The Project Price of \$ 36,000,000 (excluding GST) includes the following:

- \$ 715,000 for cash allowance for equipment; and
- \$ 300,000 cash allowance for project incidentals.

If the Preferred Proponent's Proposal exceeds the Project Price, then the Board may negotiate a reduced or amended scope of work and contract price with the Preferred Proponent, or may, in its sole discretion:

- (a) Negotiate a reduced or amended scope of work and contract price with any Proponent; or



- (b) Revise its scope of work and proceed in some other matter; or
- (c) Cancel proceeding with the work for as long as it sees fit.

Each Proponent agrees that it will not, in any event, claim damages or costs in connection with the preparation of its submission, and by submitting a Proposal, it waives any claim for costs and loss of profits if no agreement to proceed with any work in connection with its Proposal is entered into.

5. RFP PROCUREMENT PROCESS

5.1 Collaborative Discussions

The Board will conduct a collaborative process to provide the opportunity for all Proponents to have confidential discussions with the Board during the Proposal preparation stage as follows:

- (a) the Board will invite each Proponent to meetings between their respective technical teams to discuss design and construction matters;
- (b) the Board will invite each Proponent to review the draft Design-Build Agreement attached as Appendix E to this RFP (the “**Draft Design-Build Agreement**”), including all Schedules, for the purpose of identifying any issues or provisions that a Proponent would like to see amended;
- (c) the Board will consider all comments and requested amendments received from the Proponents in the collaborative meetings and will amend the Draft Design-Build Agreement as the Board may decide, and then by addendum issue a revised Design-Build Agreement (the “**Final Design-Build Agreement**”) as the common basis for the preparation of all Proposals; and
- (d) the Board will keep commercially sensitive information received from a Proponent in the meetings confidential, including comments, questions and answers, and will not disclose such information to the other Proponents.

5.2 Closing

If the Board selects a Preferred Proponent, the Board reserves the right to conduct final negotiations with the Preferred Proponent to amend the Design-Build Agreement as the Board and the Preferred Proponent may agree is required.

5.3 Competitive Selection Process Schedule

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



Proposed Competitive Selection Process Schedule	
Milestones	Timeline
Issue Request for Proposals	February 28, 2008
RFP Submission Date	April 30, 2008
Selection of Preferred Proponent	May 31, 2008
Award and Commencement of Contract	June 30, 2008
<i>Note: Dates are subject to change at the sole discretion of the Board.</i>	

5.4 Electronic Site

The Board has established a web site (the “**Data Room**”) in which it has placed documents in the possession of the Board that the Board has identified as relevant to the Project and that may be useful to Proponents. The Board does not make any representation as to the relevance, accuracy or completeness of any of the information available in the Data Room except as the Board may advise with respect to a specific document. The Board will grant Proponents access to the Data Room on certain conditions.

6. PROPOSAL REQUIREMENTS

6.1 Participation Agreement

As a condition of participating in this RFP process, each Proponent has signed and delivered a Participation Agreement to the Contact Person.

6.2 Proposal Form and Content

Proposals should be in the form and include the content as described in Appendix A to this RFP.

7. SUBMISSION INSTRUCTIONS

7.1 Closing Time and Delivery Address

Proposals must be received at the Delivery Address before the Closing Time. Proposals received after the Closing Time will not be considered and will be returned unopened.

7.2 No Fax or Email Submission

Proposals submitted by fax or email will NOT be accepted.

7.3 Number of Copies

Proponents should submit seven (7) hard copies (6 bound and 1 unbound) and six (6) electronic copies (CD) of the Proposal in a package clearly marked “Duchess Park Secondary School Design-Build Request for Proposals”.



7.4 Language of Proposals

Proposals must be in English. Any portions of Proposals that are not in English may not be evaluated.

7.5 Receipt of Complete RFP

Proponents are responsible to ensure that they have received the complete RFP, as listed in the table of contents of this RFP, plus any addenda. A submitted Proposal will be deemed to have been prepared on the basis of the entire RFP issued prior to the Closing Time. The Board accepts no responsibility for any Proponent lacking any portion of the RFP.

7.6 Enquiries

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

- (a) the Contact Person will respond in writing;
- (b) enquiries to, and responses from, the Contact Person will be recorded;
- (c) a Proponent may request that a response to an enquiry be kept confidential if the Proponent considers the enquiry is commercially confidential to it, and if the Contact Person decides that an enquiry or the Board's response must be distributed to all Proponents, then the Contact Person will permit the enquirer to withdraw the enquiry rather than receive a response;
- (d) subject to Section 7.6(c), any enquiry and response may, in the Contact Person's discretion, be distributed to all Proponents, 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 and appropriate to do so; and
- (e) the Board, in its absolute discretion, reserves the right to not provide a response to any enquiry.

Information offered from sources other than the Contact Person with regard to this RFP is not official, may be inaccurate, and should not be relied on in any way, by any person for any purpose.

7.7 Electronic Communication

The Contact Person will not respond to any communications sent by fax.

The following provisions will apply to any communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or delivery are permitted by the terms of this RFP:



- (a) the Board does not assume any risk or responsibility or liability whatsoever to any Proponent:
 - (i) for ensuring that any electronic email system being operated for the Board or Partnerships BC is in good working order, able to receive transmissions, or not engaged in receiving other transmissions such that a Proponent's transmission cannot be received; or
 - (ii) if a permitted email 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 RFP; and
- (b) all permitted email communications with, or delivery of documents 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.

7.8 Addenda

The Board may, in its absolute discretion through the Contact Person, amend this RFP at any time before the Closing Time by issuing a written addendum. Written addenda are the only means of amending or clarifying this RFP, and no other form of communication whether written or oral, including written responses to enquiries as provided by Section 7.6, will be included in, or in any way amend, this RFP. Only the Contact Person is authorized to amend or clarify this RFP by issuing an Addendum. No other employee or agent of the Board is authorized to amend or clarify this RFP. The Board will send a copy of any Addendum to all Proponents.

7.9 Inconsistency between Paper and Electronic Form

If there is any inconsistency between the paper form of a document issued by or on behalf of the Board to Proponents and the digital, electronic or other computer readable form, the paper form of the document will prevail.

7.10 Amendments to Proposals

A Proponent may amend its Proposal at any time prior to the Closing Time by delivering written notice, or written amendments, to the Delivery Address prior to the Closing Time.

7.11 Changes to Proponent Teams

If for any reason a Proponent wishes or requires to change a member of its Proponent Team after it was selected by the Board under the RFQ, or to include new members on its team, then the Proponent must submit a written application to the Board for approval. The Board, in its absolute discretion, may grant or refuse an application under this section, and in exercising its discretion the Board will consider the objective of achieving a competitive procurement process that is not unfair to the other short-listed Proponents. For clarity:



- (a) the Board may refuse to permit a change to the membership of a Proponent Team if:
 - (i) the change would, in the Board's judgement, result in a weaker team than the originally short-listed Proponent team; or
 - (ii) the evaluation of the new team, using the evaluation criteria described in the RFQ, would rank them lower than a Proponent that was not included on the short-list; and
- (b) the Board may, in the exercise of its discretion, permit any changes to a Proponent Team, including changes as may be requested arising from changes in ownership or control of a Proponent or a team member, or changes to the legal relationship between the Proponent or individual team members, such as the creation of a new joint venture or other legal entity or relationship in place of the short-listed Proponent.

7.12 Material Change after RFP Closing Date

A Proponent will give immediate notice to the Board of any material change that occurs to a Proponent after the Closing Time, including a change to its membership or a change to financial capability.

8. EVALUATION

8.1 Evaluation Committee

The evaluation of Proposals to identify the Preferred Proponent will be carried out by a committee appointed by the Board (the "**Evaluation Committee**"). The Evaluation Committee may be assisted by other persons as the Evaluation Committee may decide it requires, including technical, financial, legal and other advisors or employees of the Board.

8.2 Evaluation Criteria

The Evaluation Committee will evaluate Proposals by application of the Evaluation Criteria as set out in Appendix A. The Evaluation Committee will apply the Evaluation Criteria to select the Proposal that the Evaluation Committee judges to be the most advantageous to the Board. The Evaluation Committee may apply the evaluation criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal to determine the most advantageous Proposal.

8.3 Evaluation and Selection

To assist in evaluation of the Proposals, the Evaluation Committee may, in its sole and absolute discretion, but is not required to:

- (a) conduct reference checks relevant to the Project with any or all of the references cited in a Proposal to verify any and all information regarding a Proponent, including its directors, officers and Key Individuals, conduct any background investigations that it considers necessary, and rely on and consider any relevant information from such cited references in the evaluation of Proposals;



- (b) seek clarification of a Proposal from any or all Proponents and consider such supplementary information in the evaluation of Proposals;
- (c) request interviews/presentations with any, some or all Proponents to clarify any questions or considerations based on the information included in Proposals during the evaluation process, and consider any supplementary information from interviews/presentations in the evaluation of Proposals; and
- (d) decide not to complete a detailed evaluation of a Proposal if the Evaluation Committee concludes, having undertaken a preliminary review of the Proposal, that the Proponent or Proposal as compared to all the Proposals is not in contention to be selected as the Preferred Proponent.

8.4 Alternative Proposals

The RFP allows Alternative Proposals. Such Alternative Proposals should demonstrate a more cost-effective or functionally efficient solution to deviate from the requirements set forth in this RFP. The Proponent should present such deviations as an Alternative Proposal, marked as such, and presented with the Proponent's principal proposal in accordance with Section 3 of the Proposal Requirements.

Consideration of any Alternative Proposal shall be in the Board's sole and absolute discretion.

Notwithstanding the above, the Proponent's principal proposal must meet all requirements of this RFP.

9. SELECTION OF PREFERRED PROPONENT AND AWARD

9.1 Selection and Award

The Evaluation Committee will recommend the Preferred Proponent to the Board. The Board will select the Preferred Proponent to be invited to enter into final discussions to settle all terms of the Project Agreement, based on the Preferred Proponent's Proposal, including any clarifications that the Preferred Proponent may have provided, and to enter into a binding Project Agreement.

If for any reason the Board determines that it is unlikely to reach complete agreement with the Preferred Proponent, then the Board may terminate the discussions with the Preferred Proponent and proceed in any manner that the Board may decide, in consideration of its own best interests, including:

- (a) terminating the procurement process entirely and proceeding with some or all of the Project in some other manner, using other contractors; or
- (b) inviting the other Proponent to enter into discussions to reach agreements for the Project.

9.2 Compensation for Participation in RFP

The Board may pay to the unsuccessful Proponent, an honorarium amount of \$75,000 (the "Honorarium") if the Board, in its absolute discretion, considers the submission to be complete and responsive to the



RFP. The Board may pay an additional amount to the unsuccessful Proponent of up to \$75,000 if the Board, in its absolute discretion, considers the submission to exceed minimum requirements. The amount decided by the Board is non-negotiable.

In return for payment of the honorarium, the Preferred Proponent will be required to release all rights to the intellectual property related to their Proposal.

9.3 Debriefs

The Board will, upon request from an unsuccessful Proponent, following the selection of the Preferred Proponent, conduct a debriefing for that unsuccessful Proponent. In a debriefing the Board will discuss the relative strengths and weaknesses of that Proponent's Proposal, but the Board will not disclose or discuss any confidential information of another Proponent.

10. RFP TERMS AND CONDITIONS

10.1 No Obligation to Proceed

This RFP does not commit the Board in any way to proceed to award a Design-Build Agreement and the Board reserves the complete right to at any time reject all Proposals, and to terminate the RFP and proceed with the Project in some other manner.

10.2 No Liability

The Board and their respective employees, representatives, agents, consultants and advisors, including the Fairness Advisor and the Conflict of Interest Adjudicator, will have no responsibility, obligation or liability whatsoever in contract, tort or otherwise, for reimbursement, costs, expenses, damages or losses, including loss of profits or loss of opportunity, incurred or suffered in any way by any Proponent, Proponent Team, any member or prospective member of a Proponent Team or any Person in connection with, relating to, or arising from, any Proponent or Proponents, the Proposal, or any part of the Submission, or any Proposal, any use of, or reliance on, the Restricted Parties list, any identification of, or failure to identify (in a timely manner or at all), any Person as a Restricted Party, any ruling or advice of, or failure to provide a ruling or advice (in a timely manner or at all) of, the Conflict of Interest Adjudicator, this RFP, the Competitive Selection Process, or any fundamental or other departure from the terms of this RFP or the Competitive Selection Process.

10.3 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 Freedom of Information and Protection of Privacy Act ("FOIPPA") and other applicable legislation. Except as expressly stated in this RFP, and subject to FOIPPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.



10.4 Cost of Preparing the Proposal

Each Proponent is solely responsible for all costs it incurs in the preparation of its Proposal, including all costs of providing information requested by the Board, attending meetings and conducting due diligence.

10.5 Confidentiality of Information

All information pertaining to the Project received through participation in this RFP is confidential and may not be disclosed without the written authorization from the Contact Person, and in no event will a Proponent discuss the Project with any member of the public or the media without the prior written approval of the Board.

10.6 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 RFP process at any time for any reason;
- (b) accept or reject any Proposal based on the Evaluation Criteria as evaluated by the Evaluation Committee;
- (c) waive a defect or irregularity in a Proposal and accept that Proposal;
- (d) not accept any or all Proposals;
- (e) reject or disqualify any or all Proposals without any obligation, compensation or reimbursement to any Proponent or any of its team members;
- (f) re-advertise for new Proposals, call for tenders, or enter into negotiations for this Project or for work of a similar nature;
- (g) make any changes to the terms of the business opportunity described in this RFP; and/or
- (h) extend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents who submitted a Receipt Confirmation Form.

10.7 Ownership of Proposals

All Proposals submitted to the Board become the property of the Board and will be received and held in confidence by the Board, subject to the provisions of FOIPPA and this RFP. Refer to Section 9.2 of the RFP regarding intellectual property rights.

10.8 Disclosure and Transparency

The Board is committed to an open and transparent Competitive Selection Process, while understanding the Proponents' need for protection of confidential commercial information. To assist the Board in



meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavour.

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

- The RFP document; and
- The number of Proposals received.

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.

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

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

10.9 No Representation or Warranty

Each Proponent acknowledges by its submission of a Proposal that it has investigated and satisfied itself of every condition that affects the Project. Each Proponent further acknowledges and represents that its investigations have been based on its own examination, knowledge, information, and judgment, and not upon any statement, representation, or information made or given by the Board, the Contact Person or any advisor to the Board, other than the information contained in this RFP. Submission of a Proposal is deemed to be conclusive evidence that the Proponent has made such investigations and that the Proponent is willing to assume and does assume all risks affecting the Project, except as otherwise specifically stated in this RFP. The Board accepts no responsibility for any Proponent lacking any information.

10.10 No Collusion

By submitting a Proposal, a Proponent on its own behalf and as authorized agent of each firm, corporation or individual member of the Proponent and Proponent 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 Proposal has been prepared and submitted without collusion or fraud, and in fair competition with prospective Proponents, prospective Proponent Teams, and other Proponents.

10.11 Relationship Disclosure and Review

In order to guard against a Proponent being in a conflict of interest or having an unfair advantage:



- (a) Relationship Disclosure Form: Proponents will be required to provide sufficient information to permit the Board to be satisfied that no member of a Proponent Team has a conflict of interest or unfair advantage, and for that purpose Proponents should submit the Relationship Disclosure Form attached as Appendix C with its Proposal;
- (b) Restricted Parties: The Board may, from time to time, issue a list of persons, firms or organizations who are Restricted Parties because of their involvement in the Project. The following parties are Restricted Parties:
- (i) Partnerships British Columbia Inc.
 - (ii) Meiklejohn Architects Inc.
 - (iii) Falcon Engineering
 - (iv) Stantec Consulting
 - (v) CWMM Consulting Engineers Ltd.
 - (vi) McCarthy Tetrault LLP
 - (vii) Corporate Performance Systems
 - (viii) McElhanney Consulting
 - (ix) Atelier Pacific Architecture Inc.

The Board may, in its sole and absolute discretion, disqualify a Proponent that uses a Restricted Party:

- (A) to advise the Proponent respecting the Proponent's participation in the RFP; or
 - (B) as an employee, advisor or consultant to the Proponent or a Proponent Team member.
- (c) Request for Advance Opinions: A Proponent or a prospective member or advisor of a Proponent who has any concerns regarding whether a current or prospective employee, advisor or member of that Proponent is, or may be, unacceptable because of a conflict of interest or unfair advantage, should at the earliest opportunity advise the Contact Person, with details, including:
- (i) names and contact information of the Proponent and the person or firm for which the advance opinion is requested;
 - (ii) a description of the relationship that raises the possibility or perception of a conflict of interest or unfair advantage; and
 - (iii) a description of the steps taken to date, and future steps proposed to be taken, to mitigate the conflict of interest or unfair advantage.



- (d) Exclusivity: Key Individuals can only participate as members of one Proponent Team.
- (e) Shared Use: A Shared Use Person is eligible to do work for a Proponent, but is required to commit that they will not enter into exclusive arrangements with any Proponent. This includes Persons who have unique or specialized information or skills such that their availability to all Proponents is necessary to ensure a fair Competitive Selection Process. At the RFP Stage, the following have been identified as Shared Use Persons for this Project:
 - (i) Spiegel Skillen Associates
 - (ii) GeoNorth Engineering Ltd.
 - (iii) Inland Control and Services Inc.

10.12 Fairness Advisor

The Board has appointed Doug Hibbins of Trillium Business Strategies Inc. as Fairness Advisor 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, meetings and information related to the evaluation processes under this RFP which the Fairness Advisor, in its sole discretion, decides is required; and
- (b) kept fully informed by the Board of all documents and activities associated with this RFP.

10.13 Arbitration

At the option of the Board, any dispute or claim arising out of, or in connection with, this RFP process shall be referred to, and finally resolved by, arbitration by the British Columbia International Commercial Arbitration Centre pursuant to the Commercial Arbitration Act, R.S.B.C. 1996, Chapter 55. In such case, the place of arbitration shall be Prince George, British Columbia.

10.14 Applicable Law and Jurisdiction of British Columbia Courts

This RFP is governed exclusively by, and is to be enforced, construed and interpreted exclusively in accordance with, the laws of British Columbia and the laws of Canada applicable to British Columbia which shall be deemed to be the proper law of this RFP without regard to conflict of laws requirements. Subject to the arbitration provisions of Section 10.13, all Proponents shall be deemed to have irrevocably attorned to the exclusive jurisdiction of the Court of British Columbia with respect to any disputes, claims and legal proceedings arising in any way out of this RFP process.



10.15 References within the RFP

In this RFP, except to the extent the context or the express provisions of this RFP otherwise require:

- (a) each reference to a Section or Appendix is a reference to a Section of, or Appendix to, this Agreement;
- (b) each reference to time of day is a reference to Pacific Standard time or Pacific Daylight Saving time, as the case may be;
- (c) all monetary amounts are expressed in Canadian Dollars; and
- (d) the words “include”, “includes” or “including” are to be construed as meaning “include without limitation”, “includes without limitation” or “including without limitation”, respectively

11. INTERPRETATION

11.1 Definitions

In this RFP:

Addenda or Addendum means an amendment to this RFP issued by the Contact Person as described in Section 7.8;

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

Claim means any claim, demand, suit, action, or cause of action, whether arising in contract, tort or otherwise, and all costs and expenses relating thereto.

Closing Time means the time indicated as such on the RFP cover page;

Contact Person means the person identified as such on the RFP cover page;

Data Room has the meaning set out in Section 5.4;

Delivery Address means the delivery address identified as such on the RFP cover page;

Evaluation Committee means the committee established by the Board to evaluate the Proposals;

Evaluation Criteria means the criteria referred to in Appendix A;

Fairness Advisor means the person(s) described in Section 10.12;

Final Design-Build Agreement has the meaning set out in Section 5.1(c);



FOIPPA has the meaning set out in Section 10.3;

Key Individuals means the persons identified as such in the Proponent's Proposal;

Partnerships BC means Partnerships British Columbia Inc.;

Preferred Proponent means the Proponent selected pursuant to this RFP to negotiate and enter into the Design-Build Agreement;

Project means the design and construction of the new Duchess Park Secondary School;

Project Price has the meaning set out in Section 4;

Proponent means one of the entities identified in Section 1.3;

Proponent Team means for each Proponent the team identified by that Proponent in its submission pursuant to the RFQ as changed pursuant to Section 7.11;

Proposal means a proposal submitted in response to this RFP;

Proposal Declaration Form means the form attached as Appendix B to this RFP;

Relationship Disclosure Form means the form attached as Appendix C to this RFP;

Restricted Party means those persons or firms (including their former and current employees) who had, or currently have, participation or involvement in the RFP or the design, planning or implementation of the Project, and who may provide a material unfair advantage or confidential information to any Proponent that is not, or would not reasonably be expected to be, available to other Proponents. Restricted Parties for this RFP are identified in Section 10.11(b);

RFP has the meaning set out in Section 1.1; and

RFQ has the meaning set out in Section 1.3.



APPENDIX A – EVALUATION CRITERIA AND PROPOSAL REQUIREMENTS

A. **EVALUATION CRITERIA** (Reference Section 8.2 of the RFP)

The Evaluation Committee will evaluate Proposals by applying the Evaluation Criteria and weighting to the information received as requested in this Appendix A.

1.1 **Minimum Requirements**

The Evaluation Committee will examine Proposals with respect to compliance with pass/fail requirements. If a Proposal has deficiencies that are not remediable, the Board may, in its sole discretion, advise the Proponent accordingly and decline to consider the Proposal further.

If a Proposal is unclear or deficient in some aspects that may be addressed, the Board may prepare a list of questions to provide the Proponent with an opportunity to clarify its Proposal. If these clarifications and amendments do not overcome the deficiencies, the Board may, in its sole discretion, decide to decline the Proposal.

Proposals may not be considered if they do not meet minimum requirements including, but not limited to:

- Completeness;
- Minimum design criteria;
- Minimum risk criteria;
- Minimum management criteria;
- Schedule milestones as set out in Section 3.5.1(c);
- Bonds and insurance; and
- Objectives of the Scope of Work.

1.2 **Rated Criteria**

Proposals that satisfy the minimum requirements will be evaluated on the merits of their solutions to the functional requirements, building aesthetics, and building quality challenges of the Project.

Only Proposals that exceed the stated minimum requirements will be awarded points. Each Proposal must describe the enhancement, and the benefit and cost and value of the enhancement, compared to the minimum requirement.



Reference	Evaluation Criteria	Weighting
1. Design Functionality	For submissions offering superior design solutions to functional challenges including: <ul style="list-style-type: none"> • Overall spatial relationships • General building environment • Instructional area design • Administrative area design • Flexibility and adaptability • Site design • Barrier-free design 	40
2. Building Aesthetics	For submissions offering superior aesthetics including: <ul style="list-style-type: none"> • Exterior design: Building architectural design and site design including colours, materials and details. • Interior design: Building design including colour, materials and details. 	20
3. Lifecycle Cost and Sustainability	For submissions offering superior lifecycle cost or achieving sustainability objectives including: <ul style="list-style-type: none"> • Strategy for targeting LEED® Gold <ul style="list-style-type: none"> ▪ Energy conservation features ▪ Water conservation features • Electrical systems • Mechanical systems • Building envelope • Interior materials • Glazing • Ease of maintenance • Additional enhancements 	40
Total		100



B. PROPOSAL REQUIREMENTS (Reference Section 6 of the RFP)

The table below describes the Proposal requirements. For ease of reference Proposals should be written using the section numbers and titles as indicated with variations if any, clearly identified. Any deviation in the Proposal from the requirements of the RFP or the Design-Build Agreement must be clearly noted.

In addition, each Proposal must describe any enhancements, and the benefit and cost and value of the enhancement, compared to the minimum requirement as per Section 1.2 of this Appendix A.

Note: Defined terms have the meaning set out in the RFP or the Design-Build Agreement as the context may require. References to the Schedules and the Appendices are to the Schedules and Appendices to the Design-Build Agreement unless otherwise specified.

SECTION NO.	TITLE	CONTENTS
	Cover Letter	<p>Proponents should provide a cover letter that includes or attaches <u>only</u> the following information:</p> <ul style="list-style-type: none"> a) The completed Proposal Declaration Form (Appendix B of this RFP). b) Confirmation of the Company/Firm name, Key Individuals and significant team members for each of the following: <ul style="list-style-type: none"> 1. Consortium/Lead; 2. Design Team; 4. Construction Team; 5. Financial Advisor; 7. Legal Advisor; and 8. Other(s) (please specify). <p>If there have been any changes to team members or Key Individuals as were specified in the Proponent's RFQ Submission then any such changes should be approved by the Board.</p> c) Name and contact details for the Proponent's Representative. <ul style="list-style-type: none"> 1. Name; 2. Employer; 3. Mailing/Courier address; 4. Telephone number; 5. Facsimile number; 6. E-mail address; and



SECTION NO.	TITLE	CONTENTS
		7. Website address. The Proponent's Representative will be the <u>only</u> point of contract for the Proponent from the Board regarding this RFP.
PACKAGE 1: FINANCIAL		
1.	Financial	
1.1	Pricing	1. Confirm the Project Price of the Proposal noting the requirement that the Project Price does not exceed \$36,000,000, excluding GST. 2. State the LEED® Gold premium compared to LEED® Silver as per Section 4.1 of the RFP.
1.2	Agreement to Bond	An Agreement to Bond the Proponent from a surety company licensed in British Columbia to transact the business of a surety under the terms defined in the Design-Build Agreement must be included in this section of the Financial Proposal. One original of the Agreement to Bond document must be provided.
1.3	Agreement to Insure	Each Proponent must provide evidence that it has arranged for necessary insurance as stipulated in the Design-Build Agreement.

PACKAGE 2: TECHNICAL		
2.	Technical	
2.1	Compliance with Minimum Requirements	Provide necessary plans, schedules and reports to demonstrate compliance with minimum requirements.
2.3	Management Plan	Provide a Management Plan that addresses all Work required to be performed to satisfy the Proponent's obligations, duties and responsibilities for the Project. The Management Plan will include, but not be limited to the following requirements: a. Project management; b. Design (including all major design functions); c. Construction (including all major construction functions); d. Consultation; e. Quality Management; and f. Communications



		<p>g. Organization chart listing all key individuals h. Site security, safety and coordination with school activities</p> <p>Subject to section 7.11 of the RFP, if changes in the Team composition or key individuals from the organization presented in the RFQ are proposed, the Proponent will clearly identify these changes, provide a reasonable explanation for all such changes, and include resumes for any replacement personnel.</p>
2.5	Technical Reports	<p>Proposal to include the following Technical Reports: Architectural Report, Building Code Report, Building Envelope Report, Demolition Report, Electrical Design Report, Environmental Report, Geotechnical Report, Mechanical Design Report, Site Development Report and Structural Report. Technical reports will conform to the requirements of the Design-Build Agreement, and should be compiled using the same headings and sequence as described in this RFP section.</p>
2.5.1	Architectural Report	<p>Provide the following information:</p> <ol style="list-style-type: none"> a. Key location plan, b. Site plan showing building location and site features, c. Building perspective rendering (or model). d. Perspective renderings (2 min.) of significant interior areas, e. Spreadsheet schedule of areas, f. Floor plans showing functional layout with overall dimensions and gross footprint area per floor g. Typical cross sections showing minimum height and width, structural elements, mechanical equipment and lighting, h. Preliminary hardware schedule listing the manufacturer and proposed model numbers, i. Exterior coloured building elevations with sufficient detail to show design intent. Include main features such as entrances, canopies, windows, and doors, j. Description of exterior wall systems including type of construction, insulation levels, air/vapour barriers, exterior finishes, interior finishes. Provide a full height wall section for main exterior wall, k. Proponent should provide cut sheets that include proposed door, window and finish schedules, listing the manufacturers and proposed model numbers. l. Materials with colours called up. m. Outline specifications.
2.5.2	Demolition Report	<p>Proponents will provide a demolition report that, as a minimum, provides the following information:</p> <ol style="list-style-type: none"> a. Demolition schedule



		<ul style="list-style-type: none"> b. Summary of major activities c. Process for removal of hazardous materials d. Process for removal and disposal of building components; and e. Brief description of how the Proponent will secure the site and prevent the unlawful entry of the site during demolition.
2.5.3	Electrical Design Report	<p>Provide, as a minimum, the following information:</p> <ul style="list-style-type: none"> a. Summary of major electrical equipment; b. Design luminance levels for each area; c. Catalogue sheets for all luminaries and equipment; d. Power requirements, sizes and types; and e. Load calculations and indication of spare capacity for future additions. <p>The minimum requirements for drawings to accompany the design report are as follows:</p> <ul style="list-style-type: none"> a. Points of power supply; b. Electrical schematic drawings; c. Lighting layout and controls; d. Emergency lighting and exit signage layout; e. Site lighting layout and point-by-point calculations; f. Voice/data/cable layouts; g. Fire Alarm layouts; and h. Locations of power requirement.
2.5.4	Environmental Management Report	<p>Provide the following information:</p> <ul style="list-style-type: none"> a. How it will treat all drainage during and after construction; b. Process for obtaining environmental approvals.
2.5.5	Geotechnical Report	<p>Provide information including, but not limited to, the following:</p> <ul style="list-style-type: none"> a. Summary of the information provided and any additional geotechnical information obtained through other sources; b. Identification of any geotechnical concerns and outstanding issues, and a description of the method of execution to resolve these concerns and issues; c. Identification of any additional geotechnical investigation work to be completed, if required; d. Identification of any contaminated sites that may be present and a description of the remediation methodology; e. Preliminary foundation recommendations including estimated bearing or load capacities and a description of the design methodology for any structures, or walls, required on the Project;



		<ul style="list-style-type: none"> f. Identification of any groundwater issues and the design methodology that will be used to resolve these issues; and g. Identification of any seismic design issues and description of the methodology to resolve these issues.
2.5.6	Mechanical Design Report	<p>Provide, as a minimum, the following information:</p> <ul style="list-style-type: none"> a. Description of each mechanical system to be provided; b. Discussion of operation and maintenance issues; c. Lifecycle / energy cost discussion including energy modeling. <p>The minimum requirements for drawings to accompany the design report are as follows:</p> <ul style="list-style-type: none"> a. Schematic drawings of the mechanical systems; b. Schematic drawings of the fire protection system.
2.5.7	Site Development Report	<p>Provide a detailed site development report, in full compliance with the Design Criteria and Performance Specifications. As a minimum, provide the following information:</p> <ul style="list-style-type: none"> a. Brief description of the attributes of the Site Plan; b. Site Plan at 1:500 scale showing: location of the building, road and vehicle circulation, addressing traffic safety considerations, location of parking, games areas, pedestrian circulation and landscaping. The plan must show grading as derived from existing contours to reflect the Proponent's Site Plan; c. Brief description of the how the Site Plan conforms to the recommendations of the traffic study prepared in conjunction with the site rezoning application, including consideration of school site entry/exit points, adjacent off-site street drop-off and parking, and impact on adjoining street traffic flows; d. Brief description of the design methodology and supporting analysis, giving a description of how construction staging requirements for the construction of the site development components, drainage, utilities, parking, grading and all ancillary works have been incorporated in the Proposal; and e. Description of the methodology used to meet the site development requirements identified in this RFP, such as: utilities and servicing design including connection points. Analysis to verify that the drainage design accommodates design flows location of all required parking access management including vehicular and pedestrian circulation.
2.5.8	Structural Report	<p>Proponents will submit a structural report covering:</p> <ul style="list-style-type: none"> a. Building structure, b. Retaining walls. <p>The following information should be Included in the structural report:</p>



		<ul style="list-style-type: none"> ▪ Summary of the existing site conditions; ▪ Brief description of design methodology. ▪ Brief description of the type of structure, material and proposed span arrangement; ▪ General arrangement drawings and sections for the structure including design description of the following: Piles, footings, grade beams, slab on grade, flooring system, wall system and framing, roof framing system ▪ Structural design criteria for rain, snow, wind, floor design live loads, deflection limits ▪ Description of the construction strategy including accessibility requirements, and strategy for shipment of structural components; ▪ Maintenance issues; and ▪ Construction staging showing the location of temporary work area(s), if required.
2.6	Project Schedule	<p>The Project schedule will include a description of the key components of the Project and major activities to be undertaken in connection with the Project.</p> <p>The Project Schedule will depict the entire Project, showing the major milestones in the process through to end of construction. The Project Schedule will be in a Critical Path Method format with anticipated milestone dates within the critical path clearly indicated. The milestones will include but not be restricted to the following:</p> <ol style="list-style-type: none"> a. Anticipated Award date; b. Interim and final completion dates for design components and compliance review; c. Site Occupation date; d. Utility placement schedule; e. Environmental and other approvals; f. Anticipated commencement and completion dates for each portion of the Project; g. Dates for commencement and completion of each construction stage; h. Substantial Completion date; i. Operation and Maintenance Manuals submission dates; j. Final Completion date for all Work.
2.7	Consultation	<p>Proponents will submit a Consultation Plan that conforms to the requirements of the Design-Build Agreement and indicates how the Proponent will seek input from stakeholders on various aspects of the design. As a minimum, the Consultation Plan will indicate:</p> <ol style="list-style-type: none"> a. Process for engagement of stakeholders b. Design aspects to be presented to stakeholders for input and feedback.



2.8	Health and Safety Program	Proponents will submit a plan that indicates how the Proponent will fulfill its health and safety obligations under the Workers' Compensation Act and regulations.
2.9	Quality Management	Proponents will submit a Quality Control and Quality Assurance Plan that conforms to the requirements of the Design-Build Agreement and related Appendices and will contain the following minimum information:
2.9.1	Quality Process	A description of the Quality Process that the Proponent will put in place to ensure the delivery of quality infrastructure. This includes any practices, resources or particular sequence of activities it will use in its design and construction activities to ensure a quality product.
2.9.2	Quality Control - Design	A description of the proposed Quality Control Plan the Proponent will implement in the design process to ensure that its design is a quality product, including any processes and practices to be followed or adhered to.
2.9.3	Quality Control - Construction	<p>A description of the proposed Quality Control Plan the Proponent will implement to ensure that quality of standard and/or production processes of the materials and workmanship to be used on the Project is maintained and verified. The description will include the reporting mechanisms to be utilized and how results will be reported to the School District.</p> <p>Access to the test results and testing facilities must be clearly described to enable the School District, as a knowledgeable owner, to verify adherence to the proposed Quality Control Plan. The description must identify where independent firms are being utilized to perform testing in accordance with the proposed Quality Management Plan.</p>
2.9.4	Quality Assurance - Construction	<p>A description of the proposed Quality Assurance Plan which will address all testing, inspection and monitoring required to ensure that the end product meets the requirements defined in Section 2 and related Appendices. Use of independent testing firms must be clearly indicated and related to the proposed Quality Management Plan.</p> <p>Access to the test results and testing facilities must be clearly described to enable the School District, as a knowledgeable owner, to verify adherence to the Proposed Quality Assurance Plan. Each project deliverable identified in Section 2 will be addressed separately. For each Project deliverable, the Quality Assurance Plan will include but not be limited to the following information:</p> <ol style="list-style-type: none"> a. A detailed description of personnel qualifications, testing facilities and equipment, and monitoring system including minimum sampling and testing frequencies; b. A detailed description of how and within what time frame all test results will be reported to the Proponent and to the School District, and how corrective action will be implemented in the case of unacceptable results, and how borderline materials are dealt with. c. A detailed description of how the Proponent proposes to inspect and document the workmanship and methods of construction to ensure compliance with School District and industry standards.



		<p>d. A proposed approach to resolution of differences in assessment of quality or workmanship between the Proponent and the School District as a knowledgeable owner;</p> <p>e. A description of access proposed to be provided to the School District for taking independent samples for performance of quality assurance audit tests in order to monitor conformance with the Proposed Quality Assurance Plan.</p>
2.10	Schedule of Superior Features	Proponents are to submit a schedule describing superior solutions offered in their Proposal. Each superior solution must be identified separately with a thorough description of the mandatory element difference, the benefit and the cost value.
PACKAGE 3: ALTERNATIVE PROPOSALS		
3.		
3.1	Alternative Proposals	Alternative Proposals will describe the nature and extent of the Proponent's proposed deviations, and resultant effect on the prices and schedules, commercial terms, and other aspects of the Proponent's principal proposal, along with the benefits, and cost and value.



APPENDIX B - PROPOSAL DECLARATION FORM

1. *This Proposal Declaration should be executed by the Proponent and each member of the Proponent Team, excluding Key Individuals.*
2. *By executing this Proposal Declaration, you agree to the provisions of the RFP and this Proposal Declaration.*
3. *Capitalized terms are defined in Section 15.1 of the RFP.*

[RFP Proponent's Letterhead]

To: **[Insert client and submission location]**

Attention: **[Insert contact person]**

In consideration of the Board's agreement to consider Proposals in accordance with the terms of the RFP, the Proponent hereby agrees and acknowledges that:

1. Proposal

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



2. Acknowledgements with Respect to the RFP

- a. the Proponent has received, read, examined and understood the entire RFP including all of the terms and conditions, all documents listed in the RFP “Table of Contents”, and any and all Addenda;
- b. the Proponent agrees to be bound by the entire RFP including all of the terms and conditions, all documents listed in the RFP “Table of Contents”, and any and all Addenda;
- c. the Proponent’s representative identified below is an Officer of the company and is fully authorized to represent the Proponent in any and all matters related to its Proposal, including but not limited to providing clarifications and additional information that may be requested in association with the RFP;
 - i. if the Proponent is a partnership or joint venture, a letter must be furnished by each partner or joint venturer and signed by an Officer of the company stating that the company agrees to be held jointly and severally liable for any and all duties and obligations of the Proponent under any Design-Build Agreement arising from the submission of this Proposal; and.
- d. the Proponent has disclosed all relevant relationships, in accordance with the instructions and format outlined in the Relationship Disclosure Form.

3. Proponent Team consists of:

Name	Address	Key Individual

PROPONENT REPRESENTATIVE

Name	Name of Employer
Address	E-mail Address
Name of Authorized Signatory	Telephone



Signature

Fax Number

APPENDIX C - RELATIONSHIP DISCLOSURE FORM

**This must be completed by each Proponent Team member
 (including firms and individuals)**

The Proponent declares that:

1. The Proponent has reviewed the list of Restricted Parties.
2. The following is a full disclosure of all relationships that the Proponent 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 Selection Process or the design, planning or implementation of the Project;
 that could constitute a conflict of interest or unfair advantage.

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



APPENDIX D – PROPONENT COMMENTS FORM

**(Collaborative Discussions – section 8.1.)
BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 57 (PRINCE GEORGE)
DESIGN-BUILD AGREEMENT**

Section	Proposed Change (including detailed drafting)	Reasons for Proposed Change	Board Response

APPENDIX E – DRAFT DESIGN-BUILD AGREEMENT

[Insert with all Schedules]

