



Department of Transportation and Works

## **Request for Proposals**

New St. John's Francophone School  
St. John's, NL

Project Number: 500976001

Tender Number: 11572

Issued: November 23, 2018

Closing: December 12, 2018

## Table of Contents

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SUMMARY OF KEY INFORMATION .....	iv
1 INTRODUCTION .....	1
1.1 Overview Of The Work .....	1
1.2 Eligibility To Participate In This RFP .....	1
2 RFP PROCUREMENT PROCESS.....	2
2.1 Estimated Timeline .....	2
3 Submission Instructions.....	3
3.1 Submission Time And Submission Location .....	3
3.2 Submission And Number Of Copies .....	3
3.3 No Fax Or Email Submission .....	4
3.4 Language Of Proposals.....	4
3.5 Receipt Of Complete RFP .....	4
3.6 Enquiries.....	4
3.7 Electronic Communication .....	5
3.8 Addenda .....	6
3.9 Amendments to Proposals .....	6
3.10 Validity of Proposals.....	7
3.11 Material Change After Submission Time.....	8
4 Evaluation .....	9
4.1 Evaluation Process .....	9
4.2 Mandatory Evaluation Criteria .....	10
4.3 Point Rated Evaluation Criteria.....	10

4.3.1	Project Experience And Qualifications .....	10
4.3.2	Project Methodology.....	12
4.3.3	Schedule .....	12
4.3.4	Executive Summary .....	12
4.3.5	Background Information.....	13
4.3.6	Team Members and Organizational Chart.....	13
4.3.7	Specialized Team Requirements .....	<b>Erreur ! Signet non défini.</b>
4.4	Financial Evaluation Criteria .....	13
4.5	Evaluation Committee.....	14
5	Selection and Award.....	15
5.1	Selection And Award.....	15
5.2	Form Of Agreement .....	15
5.3	Insurance .....	16
5.4	Debriefs .....	16
6	CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE .....	17
6.1	Reservation Of Rights To Disqualify .....	17
6.2	Relationship And Conflict Disclosure .....	17
6.3	The Province May Make Advance Decisions .....	17
6.4	Decisions Final And Binding.....	18
7	RFP Terms and Conditions .....	19
7.1	No Obligation To Proceed .....	19
7.2	No Contract .....	19
7.3	Cost Of Preparing The Proposal.....	19
7.4	Access To Information And Protection Of Privacy Act, 2015 .....	19
7.5	Confidentiality Of Information .....	20

7.6	Evaluation.....	21
7.7	General Reservation Of Rights.....	23
7.8	No Collusion.....	24
7.9	No Lobbying.....	24
7.10	Ownership Of Proposals.....	25
7.11	Disclosure And Transparency .....	25
7.12	Limitation Of Damages.....	26
7.13	Interpretation .....	27
SCHEDULE A – TECHNICAL REQUIREMENTS.....		28
1	Scope of Work .....	28
1.1	Project Delivery Methodology.....	28
1.2	Predesign.....	28
1.3	Concept .....	29
1.4	Design Development.....	30
1.5	Detailed Design / Tendering.....	<b>Erreur ! Signet non défini.</b>
1.6	Contract Administration.....	32
1.7	Schedule .....	33
1.8	Facility Program .....	34
SCHEDULE B – EVALUATION MATRIX.....		36
SCHEDULE C – PRICING FORM .....		37
SCHEDULE D - PROTOCOL FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY ASSETS OF CONTRACTORS .....		39

## SUMMARY OF KEY INFORMATION

<b>RFP TITLE</b>	New St. John's Francophone School Proponents should use this title on all correspondence.
<b>CONTACT PERSON</b>	The point of contact for this RFP is: Nick Higgins Email: NickHiggins@gov.nl.ca Phone: 709-729-7966
<b>ENQUIRIES</b>	Please direct all enquiries, by email, to the Contact Person. Enquiries received by any other means may not be answered.  Proponents are encouraged to submit enquiries at an early date to permit consideration by the Province.  Enquiries should be submitted no later than 2:00 pm on the day that is five (5) business days before the Submission Time.  The Province may, in its sole and absolute discretion, decide to not respond to any enquiry.
<b>SUBMISSION TIME</b>	December 12, 2018 at 3:00 pm
<b>SUBMISSION LOCATION</b>	Proposals are to be submitted to: <b>Deputy Minister</b> <b>c/o Tendering &amp; Contracts</b> <b>Department of Transportation &amp; Works</b> <b>Ground Floor, Confederation Building, East Block</b> <b>P.O. Box 8700, St. John's, NL, A1B 4J6</b>
<b>DELIVERY HOURS</b>	Deliveries will be accepted at the Submission Location on business days from 08:30 am to 4:00 pm.

# 1 INTRODUCTION

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## 1.1 OVERVIEW OF THE WORK

The Department of Transportation and Works (the “Department” or the “Province”) is issuing this Request for Proposals (RFP) to procure a Consulting Team to provide Consulting services (the works) for the planning and design of a New K-12 Francophone School in the St. John’s west area. This project is subject to approval through the Infrastructure budget process and may not proceed beyond the pre-design/planning stage unless authorized by the Province. If approved, this project will be implemented using a design-bid-build methodology. The proposed new facility will be owned and operated by the Conseil Scolaire Francophone Provincial (CSFP).

The Successful Proponent selected through this RFP process must demonstrate that it is capable of providing the Works as described within this RFP.

Detailed scope of work can be found in Schedule A of this document.

## 1.2 ELIGIBILITY TO PARTICIPATE IN THIS RFP

This RFP is open to any person, firm, joint venture, partnership, or other legal entity. Proponents may use sub-consultants so long as all sub-consultants are identified in their proposal. Proponents, along with their sub-consultants, will be referred to as the “Proponent team” in this RFP. Sub-Consultants may not be removed or replaced prior to or during completion of the Work without the prior written approval of the Province. Sub-Consultants are not required to be exclusive to any one Proponent.

## 2 RFP PROCUREMENT PROCESS

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### 2.1 ESTIMATED TIMELINE

The following represents the anticipated timeline of this procurement process:

- a) Request for Proposals Issue Date: November 23, 2018
- b) Deadline for Enquiries: December 5, 2018 2:00pm
- c) Submission Deadline Date: December 12, 2018 3:00pm
- d) Contract Award Date: To be determined.
- e) Work Commencement Date: Upon notification of award.

## 3 SUBMISSION INSTRUCTIONS

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### 3.1 SUBMISSION TIME AND SUBMISSION LOCATION

Proposals must be submitted to the Submission Location no later than the Submission Time.

### 3.2 SUBMISSION AND NUMBER OF COPIES

1. The Province requests that Proponents provide their proposals in separately bound sections as follows:
  - a) Section I: Technical (3 hard copies and 1 soft copy in Adobe Acrobat PDF format on a USB key or CD/DVD).
  - b) Section II: Financial (1 hard copy).
2. **Prices must appear in the financial section only.** No prices must be indicated in any other section of the proposal.
3. Each section should be submitted in a sealed envelope or package clearly marked:

**“Submission: New St. John’s Francophone School – Section I: Technical – Firm Name”**

**or**

**“Submission: New St. John’s Francophone School – Section II: Financial – Firm Name”**
4. The Proponents shall assemble the Technical Component envelope/parcel and Cost Component envelope in a third parcel clearly marked for the proposal(s) as appropriate:

**“Submission: New St. John’s Francophone School – Firm Name”**
5. A Proponent, including related entities, may submit more than one proposal in response to this RFP. If a Proponent submits more than one proposal, such proposals should be submitted in separate packages as described above.
6. To assist with the evaluation process, proposals shall be submitted in accordance with the following basic sections. Proponents are free to add sub-sections within this basic outline to suit the particulars of their proposal. The proposal content, not including any appendices, the table of contents and the executive summary is not to exceed twenty-five 25 pages.



7. The proposal shall follow the following order of content:

- a) Table of Contents
- b) Executive Summary
- c) Team Composition, Personnel
- d) Project Experience
- e) Specialized Team Requirements
- f) Project Methodology
- g) Schedule

### **3.3 NO FAX OR EMAIL SUBMISSION**

Proposals submitted by fax or email will not be accepted.

### **3.4 LANGUAGE OF PROPOSALS**

Proposals shall be submitted in English. Any portion of a proposal not in English may not be evaluated.

### **3.5 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 Submission Time. The Province accepts no responsibility for any Proponent lacking any portion of this RFP.

### **3.6 ENQUIRIES**

1. All enquiries regarding any aspect of this RFP should be directed to the Contact Person by email.
2. Proponents are encouraged to submit enquiries in writing at an early date to permit consideration by the Province.
3. Enquiries should be submitted no later than 2:00 pm on the day that is five (5) business days before the Submission Time.
4. The Province may in its sole and absolute discretion, decide to not respond to any enquiry. Where responses are issued, the response will be sent within three (3) business days.

5. Responses to enquiries will be in writing or by email. All enquiries, and all responses to enquiries from the Contact Person, will be recorded by the Province.
6. If a Proponent considers that an enquiry is commercially confidential, this Proponent may request that a response to such enquiry be kept confidential by clearly marking the enquiry "Commercial in Confidence". If the Province decides that this enquiry or the Province's response to such enquiry must be distributed to all Proponents, then the Province will permit the enquirer to withdraw such enquiry rather than receive a response and if the Proponent does not withdraw the enquiry, then the Province may provide its response to all Proponents.
7. Notwithstanding the above:
  - a) if one or more other Proponents submit an enquiry on the same or similar topic to an enquiry previously submitted by another Proponent as "Commercial in Confidence", the Province may provide a response to such enquiry to all Proponents; and
  - b) if the Province determines there is any matter which should be brought to the attention of all Proponents, whether or not such matter was the subject of an enquiry, including an enquiry marked "Commercial in Confidence", the Province may, in its sole and absolute discretion, distribute the enquiry, response or information with respect to such matter to all Proponents.

The Province reserves the right of the Contact Person to contact a Proponent (including by telephone) to clarify a written communication. Proponents may only rely on written communication from the Contact Person. 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, for any purpose.

### **3.7 ELECTRONIC COMMUNICATION**

1. The following provisions will apply to any email communications with the Contact Person, or the delivery of documents to the Contact Person by email where such email communications or deliveries are permitted by the terms of this RFP.
2. The Province does not assume any risk or responsibility or liability whatsoever to any Proponent:

- a) for ensuring that any electronic email system being operated for the Province 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
  - b) if a permitted email communication or delivery is not received by the Province, or received in less than its entirety, within any time limit specified by this RFP.
3. All permitted email communications with, or delivery of documents by email 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.

### **3.8 ADDENDA**

1. The Province may, in its sole and absolute discretion, amend this RFP at any 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 3.8, will be included in, or in any way amend, this RFP.
2. The Province will issue addenda to all those whose names and addresses are registered as recipients of this RFP. The onus is on each Proponent to ensure that all addenda issued have been received by contacting the Department's Tendering and Contracts Division prior to the Submission Time. Proponents who fail to inform themselves of the full requirements and scope do so entirely at their own risk. As part of their Proposal Declaration Form, Proponents will be asked to acknowledge that they have received all issued addenda, if any.

### **3.9 AMENDMENTS TO PROPOSALS**

1. A Proponent may amend any aspect of its proposal by delivering written amendments to the Submission Location prior to the Submission Time.
2. If a Proponent delivers an amendment to its technical submission, such amendment should be submitted in a sealed envelope referencing this RFP and clearly marked:

**"Submission: New St. John's Francophone School – Section I: Technical – Firm Name – AMENDMENT  
(Date, Time)"**

3. If a Proponent delivers an amendment to its financial submission, such amendment should be submitted in a sealed envelope referencing this RFP and clearly marked:

**“Submission: New St. John’s Francophone School – Section II: Financial – Firm Name – AMENDMENT  
(Date, Time)”**

4. Amendments shall be signed by a signing officer who signed the RFP or an authorized representative of the Proponent.
5. A Proponent may not amend any aspect of its proposal except as set out above.

### **3.10 VALIDITY OF PROPOSALS**

1. By submitting a proposal, a Proponent agrees that its proposal, including all prices, will remain fixed and irrevocable from the Submission Time until midnight at the end of the 90<sup>th</sup> day following the Submission Time (the Proposal Validity Period).
2. The Province may, at any time during the validity period, request an extension to the validity period. In the case of a validity period extension, the Proponent may:
  - a) Honor its initial pricing for the duration of the extension;
  - b) Withdraw their proposal after the expiry of the 90 day Proposal Validity Period; or
  - c) At the request of the Province, offer amended pricing to be valid after the initial Proposal Validity Period and hold this pricing for the agreed extended validity period. Proponents must demonstrate to the satisfaction of the Province that the Proponent has used best efforts to continue to maintain the prices firm and valid, but that despite such best efforts, the specified adjustments to the prices are required solely as a direct result of one or more events that:
    - i. are external to the Proponent and the Proponent Team members;
    - ii. could not have been prevented by, and are beyond the control of, the Proponent and any Proponent team members; and
    - iii. constitute a material adverse change to the conditions underlying the prices that are subject to the adjustment
3. In the event of an extension of the Proposal Validity Period, the Proponent must accept all of the terms and conditions that are contained in this RFP.

4. A Proponent may indicate in its proposal a Proposal Validity Period that exceeds 90 days.

### **3.11 MATERIAL CHANGE AFTER SUBMISSION TIME**

1. A Proponent will give immediate notice to the Province of any material change that occurs to a Proponent after the Submission Time, including a change to its membership, ownership structure, Proponent team or a change to the Proponent's financial capability.
2. The Province may, in its sole discretion, accept or reject this material change. In the case of a rejection of the material change, the Proponent will be notified in writing that the change has been deemed unacceptable and that their proposal has been disqualified. If a material change is accepted, the Province will then evaluate the submitted proposal taking into consideration the new information.

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## 4 EVALUATION

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### 4.1 EVALUATION PROCESS

1. Proposals will be evaluated in accordance with the entire requirement of the RFP including the technical and financial evaluation criteria. There are several steps in the evaluation process, which are described below:
  - a) **Mandatory Criteria Evaluation:** Each proposal will be reviewed to determine whether it meets the mandatory requirements described in this RFP. Proposals that do not comply with each and every mandatory requirement will be considered non-responsive and be disqualified. The Mandatory evaluation criteria are described in Section 4.2.
  - b) **Point-Rated Criteria Evaluation:** Each proposal will be rated by assigning a score to the rated evaluation criteria, which are identified in Section 4.3.
  - c) **Financial Criteria Evaluation:** The evaluated price of the proposal will be determined in accordance with the criteria detailed in Section 4.4 and the Pricing Form attached as Schedule C. The price will be evaluated in Canadian dollars with applicable taxes excluded.
2. Each proposal shall be assessed pursuant to evaluation criteria detailed in this section and ranked based on the total weighted score set out in the Evaluation Matrix outlined in Schedule B. A proposal will not be evaluated if it has been rejected in accordance with this RFP.
3. In their proposals, Proponents should clearly demonstrate their understanding of the requirements present in this RFP and explain how they will meet these requirements. Proponents should demonstrate their experience, capability and describe their approach in a thorough, concise and clear manner.
4. The proposal should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the proposal will be evaluated.
5. In order to facilitate the evaluation of the proposals, Proponents are asked to structure their proposals in the order of the evaluation criteria using the same headings. Proponents may refer to different sections of their proposals by identifying the specific paragraph and page number if the subject topic has previously been addressed.

6. An evaluation team composed of representatives of the Province and the Conseil Scolaire Francophone Provincial will evaluate the proposals. The Province may hire any independent consultant, or use any Government resources, to evaluate any proposal.
7. The basis of selection for this RFP is a highest combined rating of technical merit (70%) and price (30%).

#### 4.2 MANDATORY EVALUATION CRITERIA

The following mandatory requirements must be met for a proposal to be declared responsive:

- a) The proposal must be received at the Submission Location before the Submission Time.
- b) The Proponent shall provide evidence of its capacity to obtain the insurance coverage described in Section 5.3 by providing, for example, a duly signed letter from an insurance provider attesting to the capacity of the Proponent to obtain the requisite insurance coverage.
- c) All members of the Proponent's Team who will be practicing Engineering, Geoscience and/or Architecture must be licensed to practice Engineering, Geoscience and/or Architecture in the Province of Newfoundland and Labrador.

#### 4.3 POINT RATED EVALUATION CRITERIA

Proposals will be evaluated and scored in accordance with specific evaluation criteria as detailed below and according to the Evaluation Matrix contained in Schedule B. A Proponent must obtain a minimum mark of **65%** in order to be considered responsive.

A score of **less than 60%** in evaluation criteria 4.3.1 will result in the proposal being considered unresponsive. A score of **less than 50%** in evaluation criteria 4.3.2 to 4.3.7 will result in the proposal being considered unresponsive.

##### 4.3.1 Specialized Team Requirements

The Proponents team must demonstrate:

1. It has fluent French-speaking design architects who would be involved in communicating with TW, EECD and in French with the Conseil Scolaire Francophone Provincial (CSFP) and other Francophone

stakeholders so as to fully describe and understand the needs of the Greater St. John's Francophone school community;

2. It understands the obligations conferred on French language school boards in minority settings by Article 23 of the Canadian Charter of Rights and Freedoms and how successfully designed and managed French school and community spaces meet these obligations;
3. It understands the specific challenges faced by Francophone Minority School Boards in regards to student retention at the intermediate and secondary levels and by what means school and community spaces design can mitigate these challenges;
4. It can communicate information to the team in a timely manner and work closely with the CSFP Director of Education on a continuous basis;
5. It can expose a natural collaborative leadership and accomplish the best results in the shortest possible time with as little friction as possible;
6. It can be flexible and adapt to changes along the way as per CSFP needs;
7. It can produce a business plan using the School Planning Manuel as a guide and adapting criteria to meet the needs of the CSFP which includes a community spaces. To be discussed with client to ensure expectations are clear with respect to business plan.

#### **4.3.2 Project Experience and Qualifications**

1. Describe the Prime Consultant's accomplishments, achievements and experience on "comparable" projects by showcasing a maximum of 4 projects (minimum 3 fully complete) undertaken within the last 8 years. Joint venture submissions are not to exceed the maximum number of projects. "Comparable" can relate to project size, project type, complexity, delivery methodology, etc. The Prime Consultant shall have architectural and engineering experience as the primary design consultant on Francophone School and Community Spaces construction projects in at least one and preferably two or more Canadian provinces.
2. Information to be supplied on the projects to include:
  - a) Clearly indicate how this project is comparable /relevant to this project.



- b) Provide project specifics such as name, location, method of delivery (i.e. design build, CM, design-bid-build), size, scheduled completion, actual completion, budgeted cost, tender cost & final cost.
  - c) Brief project description and intent. Narratives shall include a discussion of design philosophy / approach to meet the intent, design challenges and resolutions, and why this project can be considered a success as well as any lessons learned.
  - d) Describe how the design team worked as a team in a coordinated effort to produce an integrated design solution. Describe team building experience, including organization and management of team. Describe Quality Assurance procedures.
  - e) Discuss the impacts your designs have had on the success of the organization. What were the project objectives and how did the design meet the project objectives?
3. Describe stakeholder management with respect to sub-consultants, client interface and consultant related issues.

#### **4.3.3 Project Methodology**

1. The Proponent shall demonstrate clear understanding of the project challenges, project objectives and deliverables; as well identify any constraints or limitations that may impact the project delivery or its success.
2. The Proponent must describe how it plans to approach the problem including how the project will be organized, executed and controlled together with its quality management process. A clear project management approach must be demonstrated in order to deliver a successful project that will meet or exceed the project objectives.

#### **4.3.4 Schedule**

The schedule for the project is preliminary and the milestones are subject to approvals, projects unknowns, or other factors. The submission must show flexibility and capacity to demonstrate how schedule can adapt to accommodate these changes.

#### **4.3.5 Executive Summary**

Responses shall include an abstract of no more than one (1) page on the information presented in the proposal and the Proponent's unique qualifications and Works.

#### **4.3.6 Background Information**

Provide general information on the project team, including a brief history of the firm(s), number of years in business and relevant past projects.

#### **4.3.7 Team Members and Organizational Chart**

1. The Proponent shall provide names and resumes of all proposed key personnel for this project and identify the roles the key personnel played in the referenced projects provided. Indicate that key personnel are fully capable of completing the required tasks with respect to their full work load. Knowledge and experience with design and construction and renovation projects will be considered during the evaluation.
2. Provide an organization chart of the proposed team indicate reporting relationships and key individuals, bench strength, backup resources, etc. The chart should indicate the names of the individuals to be involved in the major tasks of the project and the lines of responsibility. The organizational chart or narrative should also include the specific responsibilities of the key personnel and their role on the project team.
3. The organizational chart will be used in the negotiation of the Prime Consultant Agreement; any changes in key personnel at that time shall be approved by the Owner. All requests to be made in writing.

#### **4.4 FINANCIAL EVALUATION CRITERIA**

1. The financial submission shall be presented as a lump sum price, inclusive of all fees and expenses to carry out the Work in accordance with the proposed methodology.
2. The cost submission shall also include a separate rate schedule for all personnel noted in the proposal, these rates will be used for credit and debit change orders to this contract.
3. Proponents are to carry a Reimbursable Allowance for site investigation. The reimbursable allowance is to cover costs associated with legal and topographic surveying, phase 1 environmental investigations and geotechnical investigations, (i.e. test pits/boreholes) of the site. The costs are to

be invoiced by the successful Proponent at cost with no mark-ups. All coordination and reporting associated with this testing/work is to be included in the base fee.

4. As part of their Financial Submission package, Proponents are asked to complete the Pricing Form attached in Schedule C.
5. For evaluation purposes, the lowest fee sub-total cost will be assigned a value of 30 points. The remaining proposals will receive points based on the following formula:

$$30 \times [\text{Lowest Sub-Total Base Fee} / \text{Sub-Total Base Fee of proposal being evaluated}]$$

#### **4.5 EVALUATION COMMITTEE**

An Evaluation Committee will review and evaluate the proposals submitted in response to this RFP. Based on the results of the evaluation, the Committee will rank proposals in accordance with the criteria outlined in section 7.3 of this RFP, and make a recommendation to the Owner to enter into detailed negotiations with the highest ranked proponent(s).

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## 5 SELECTION AND AWARD

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### 5.1 SELECTION AND AWARD

1. Once the Successful Proponent has been selected, the Proponent's representative will be notified in writing of the selection (the "Selection Notice"). The Selection Notice will constitute the only valid notice of a Proponent's selection. The Province will not be obligated in any manner to any Proponent until the Agreement has been duly executed.
2. The Province will invite the top-ranked Proponent to enter into final discussions to settle all terms of the Agreement, based on the top-ranked Proponent's proposal, including any clarifications that the top-ranked Proponent may have provided during the evaluation of proposals.
3. If for any reason the Province determines that it is unlikely to reach final agreement with the top-ranked Proponent, then the Province may terminate the discussions with that Proponent and proceed in any manner that the Province may decide, in consideration of its own best interests, including:
  - a) Terminating the procurement process entirely and proceeding with some or all of the Work in some other manner, including using other Proponents; or
  - b) Inviting one of the other Proponents, based on its ranking, to enter into discussions to reach final agreement for the Work.
4. Any final approvals required by the Province will be conditions precedent to the final execution or commencement of the Agreement.
5. There is no contractual commitment to the Successful Proponent beyond the Predesign/Planning stage.

### 5.2 FORM OF AGREEMENT

1. The work associated with this RFP will be executed using one (1) contract.

2. The contract form will be as per the "STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND PRIME CONSULTANT" which can be found at:

**[http://www.tw.gov.nl.ca/works/prime\\_consultant\\_agreement.doc](http://www.tw.gov.nl.ca/works/prime_consultant_agreement.doc)**

### **5.3 INSURANCE**

The Successful Proponent shall obtain and maintain to the satisfaction of the Province all insurance policies required that relate to the Work.

### **5.4 DEBRIEFS**

The Province will, following contract execution, upon written request from a Proponent and within 60 days of contract execution, conduct a debriefing for that Proponent.

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## 6 CONFLICT OF INTEREST AND RELATIONSHIP DISCLOSURE

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### 6.1 RESERVATION OF RIGHTS TO DISQUALIFY

The Province reserves the right to disqualify any Proponent that in the Province's opinion has a conflict of interest or an unfair advantage (including access to any confidential information not available to all Proponents), whether real, perceived, existing now or likely to arise in the future, or may permit the Proponent to continue and impose such conditions as the Province may consider to be in the public interest or otherwise required by the Province.

### 6.2 RELATIONSHIP AND CONFLICT DISCLOSURE

Each Proponent, including each member of the Proponent team, shall fully disclose all relationships it may have with the Province, or any other person providing advice or Works to the Province with respect to the Work or any other matter that gives rise, or might give rise, to a conflict of interest or an unfair advantage at any time during the RFP Process by written notice addressed to the Contact Person promptly after becoming aware of any such relationship.

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

### 6.3 THE PROVINCE MAY MAKE ADVANCE DECISIONS

The Province may make advance decisions, where the Province identifies a potential conflict or an unfair advantage. The onus is on the Proponent to clear any potential conflict or unfair advantage, or to establish any conditions for continued participation.

#### **6.4 DECISIONS FINAL AND BINDING**

1. The decision of the Province is final and binding on the persons requesting the ruling and all other parties including Proponents and Proponent team members. The Province has discretion to establish the relevant processes from time to time, including any circumstances in which a decision may be amended or supplemented.
2. The Province may provide any decision by the Province regarding conflicts of interest to all Proponents if the Province, in its sole and absolute discretion, determines that the decision is of general application.

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## 7 RFP TERMS AND CONDITIONS

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### 7.1 NO OBLIGATION TO PROCEED

This RFP does not commit the Province to select a Successful Proponent or the Province to enter into an Agreement. The Province reserves the complete right to at any time reject any or all proposals, and to terminate this RFP and the RFP process and proceed with the Work in some other manner.

### 7.2 NO CONTRACT

This RFP is not a contract between the Province and any Proponent, nor is this RFP an offer or an agreement to purchase work, goods or Works. No contract of any kind for work, goods or Works whatsoever is formed under, or arises from this RFP, or as a result of, or in connection with, the submission of a Proposal, unless the Province and a Proponent execute and deliver the Agreement, and then only to the extent expressly set out in the Agreement.

### 7.3 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 Province, attending meetings and conducting due diligence.

### 7.4 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY ACT, 2015

1. The Province is subject to the Newfoundland and Labrador Access to Information and Protection of Privacy Act, 2015 ("ATIPPA"), which gives people a right of access to records in the custody or control of the Province, with certain exceptions.
2. Once a Proposal is submitted to the Province, it is subject to ATIPPA.
3. The ATIPPA can be accessed as follows: <http://www.atipp.gov.nl.ca/>.
4. By submitting a proposal, the Proponent represents and warrants to the Province that the Proponent has complied with applicable laws, including by obtaining from each person any required consents and authorizations to the collection of information relating to such individual and to the



submission of such information to the Province and the use, distribution and disclosure of such information as part of the Proposal for the purposes of, or in connection with, this RFP.

## **7.5 CONFIDENTIALITY OF INFORMATION**

1. All information pertaining to the Work received by any Proponent or Proponent team member through participation in this RFP is confidential and may not be disclosed without written authorization from the Contact Person, and in no event will a Proponent discuss the Work with any member of the public or the media without the prior written approval of the Province.
2. Except as expressly stated in this RFP, and subject to ATTIPA or other applicable legislation, all documents and other records submitted in response to this RFP will be considered confidential.
3. The Owner nor the Client Department nor any of its representatives will not, and a Proponent may not, require the Owner nor the Client Department nor any of its representatives to sign a confidentiality agreement in respect of any step taken or information provided as part of this RFP process.
4. The Proponent, by submitting a proposal, agrees that the Owner may disclose to other Proponents and the public:
  - a) the name and address of the Proponent;
  - b) the cost of Work and/or rates of the successful Proponent; and
  - c) the name and address of the successful Proponent.
5. In this regard by responding to this RFP each proponent agrees that each proposal submitted is the property of the Owner.
6. The Owner may provide a Proponent's proposal to any person involved in the review and evaluation of Proponent's proposals on behalf of the Owner and the Client Department and may for such a purpose:
  - a) Make, and distribute copies of the Proposal; and
  - b) Retain the Proposal.

7. The Owner, as required by law, may disclose any information with respect to the Proponents, the Proposals and the RFP Process to any person.
  
8. Each prospective Proponent receiving any of the following, and each Proponent by submitting a Proposal acknowledges and agrees that all material, data, information (whether oral or written), or any item in any form, whether it is in electronic or hard copy format, supplied by or obtained from the Owner and/or Client Department other than this RFP document or an addenda to this RFP document during the RFP process:
  - a) shall remain the sole property of the Owner and/or Client Department and that any prospective Proponent and/or Proponent receiving the same shall treat the same as confidential;
  - b) shall not use the same for any other purpose other than submitting a Proposal(s) in response to this RFP;
  - c) shall not disclose the same to any person who is not involved in the Proponent's preparation of its Proposal(s) without prior written authorization from the Owner; and
  - d) shall on request by the Owner, return the same to the Owner no later than ten (10) calendar days after such a request by the Owner to return the RFP Information.

## **7.6 EVALUATION**

1. The Province may, in its sole and absolute discretion, take any one or more of the following steps, at any time and from time to time, in connection with the review and evaluation, including ranking, of any aspect of a proposal, including if the Province considers that any proposal, or any part of a proposal, requires clarification or more complete information, contains defects, ambiguities, alterations, qualifications, omissions, inaccuracies or misstatements, or does not for any reason whatsoever satisfy the Province that the proposal meets any requirements of this RFP at any time, or for any other reason the Province in its sole and absolute discretion deems appropriate and in the interests of the Province and this RFP, or either of them:
  - a) Waive any such defect, ambiguity, alteration, qualification, omission, inaccuracy, misstatement or failure to satisfy, and any resulting ineligibility on the part of the Proponent, or any member of the Proponent team.
  - b) Independently consider, investigate, research, analyze, request or verify any information or documentation whether or not contained in any proposal.

- c) Request interviews or presentations with any, all or none of the Proponents to clarify any questions or considerations based on the information included in proposals during the evaluation process, with such interviews or presentations conducted in the sole and absolute discretion of the Province, including the time, location, length and agenda for such interviews or presentations.
  - d) Conduct reference checks relevant to the Work with any or all of the references cited in a proposal and any other persons (including persons other than those listed by Proponents in any part of their proposals) to verify any and all information regarding a Proponent, inclusive of its directors/officers and key individuals, and to conduct any background investigations that it considers necessary in the course of the RFP Process, and rely on and consider any relevant information from such cited references in the evaluation of proposals.
  - e) Conduct credit, criminal record, litigation, bankruptcy, taxpayer information and other checks.
  - f) Not proceed to review and evaluate, or discontinue the evaluation of any proposals and disqualify the Proponent from this RFP.
  - g) Seek clarification or invite more complete, supplementary, replacement or additional information or documentation from any Proponent or in connection with any proposal or any part of their component packages.
2. Without limiting the foregoing, the Province may, in its sole and absolute discretion (and without further consultation with the Proponent), reject any proposal which in the opinion of the Province:  
(i) is materially incomplete or irregular, (ii) contains omissions, exceptions or variations (including any modifications), (iii) contains any false or misleading statement, claims or information, or (iv) contains any false statements, criminal affiliations or activities by a Proponent or Proponent team member.
  3. To enable the Province to take any one or more of the above-listed steps, the Province may enter into separate and confidential communications of any kind whatsoever, with any person, including any Proponent. The Province has no obligation whatsoever to take the same steps, or to enter into the same or any communications in respect of all Proponents and proposals, or in respect of any Proponent, including the Proponent whose proposal is the subject of the review or evaluation, as the case may be.

4. The review and evaluation, including the ranking, of any proposal may rely on, take into account and include any information and documentation, including any clarification, more complete, supplementary and additional or replacement information or documentation, including information and documentation obtained through any of the above-listed investigations, research, analyses, checks, and verifications.
5. Proponents may not submit any clarifications, information or documentation after the Submission Time without the prior written approval of the Province or without an invitation or request by the Province to do so.
6. If any information, including information as to experience or capacity, contained in a proposal is not verified to the Province's satisfaction, the Province may, in its discretion, not consider such cited experience, capacity or other information.
7. The Province is not bound by industry custom or practice in taking any of the steps listed above, in exercising any of its discretions, in formulating its opinions and considerations, exercising its discretions in making any decisions and determinations, or in discharging its functions under or in connection with this RFP, or in connection with any Proponent, proposal, or any part of any proposal.

## **7.7 GENERAL RESERVATION OF RIGHTS**

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

- a) Amend the scope of the RFP and/or modify, cancel or suspend the RFP at any time for any reason.
- b) Accept or reject any proposal based on the Province's evaluation of the proposals in accordance with the Evaluation guidelines in Section 4 and the Evaluation Matrix in Schedule B and in particular the Province is not obliged to select the proposal with the lowest cost.
- c) Reject a proposal that fails to meet the Mandatory Requirements.
- d) Waive a defect, irregularity, non-conformity or non-compliance in or with respect to a proposal or failure to comply with the requirements of this RFP except for Mandatory Requirements, and accept that proposal even if such a defect, irregularity, non-conformity or non-compliance or failure to comply with the requirements of this RFP would otherwise render the proposal null and void.

- e) Reject, disqualify or not accept 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 to this or a modified RFP, call for quotes, proposals or tenders, or enter into negotiations for this Work or for work of a similar nature.
- g) Make any changes to the terms of the business opportunity described in this RFP.
- h) Amend, from time to time, any date, time period or deadline provided in this RFP, upon written notice to all Proponents.

## **7.8 NO COLLUSION**

1. Proponents and Proponent team members, their employees and representatives involved with their proposal will not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, consultant, advisor, agent or representative of any other Proponent (including any Proponent team member of such other Proponent) regarding the preparation, content or representation of their proposals. For sub-consultants that are partnering or considering partnering with more than one Proponent, such sub-consultants shall keep all pricing, strategy or other commercially confidential information discussed with one Proponent confidential in their discussion with another Proponent.
2. 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 and confirms to the Province, with the knowledge and intention that the Province may rely on such representation and confirmation, that its proposal has been prepared without collusion or fraud, and in fair competition with proposals from other Proponents.
3. In the event of any collusion in contravention of this Section, the Province in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

## **7.9 NO LOBBYING**

1. Proponents, Proponent team members, and their respective directors, officers, employees, consultants, agents, advisors and representatives will not engage in any form of political or other

lobbying whatsoever in relation to the Work or this RFP, including for the purpose of influencing the outcome of the RFP process. Further, no such person (other than as expressly contemplated by this RFP) will attempt to communicate in relation to the Work or this RFP, directly or indirectly, with any representative of the Government of Newfoundland and Labrador (GNL) (including any Minister or Deputy Minister, or any Members of the House Assembly, or any employee of the GNL), or any director, officer, employee, agent, advisor, consultant or representative of any of the foregoing, as applicable, for any purpose whatsoever.

2. In the event of any lobbying or communication in contravention of this Section, the Province in its sole and absolute discretion may at any time, but will not be required to, reject any and all proposals submitted by that Proponent without further consideration or compensation.

#### **7.10 OWNERSHIP OF PROPOSALS**

All proposals submitted to the Province become the property of the Province and will be received and held in confidence by the Province, subject to the provisions of ATIPPA and this RFP.

#### **7.11 DISCLOSURE AND TRANSPARENCY**

1. The Province is committed to an open and transparent procurement process. To assist the Province in meeting its commitment, Proponents will cooperate and extend all reasonable accommodation to this endeavor.
2. The Province may publicly disclose the following information during the RFP process:
  - a) The RFP;
  - b) The number of Proponents; and
  - c) The name of Proponents along with details of the Proponent team members.
3. Following contract execution, the Province may publicly disclose:
  - a) A report including an overview of the procurement process and a summary of the final evaluation and assessment; and
  - b) The executed Agreement excluding those portions that may be redacted pursuant to the application of ATIPPA, 2015.
4. Each Proponent agrees that:

- a) To ensure that all public information generated about the Work is fair and accurate and will not inadvertently or otherwise influence the RFP process, the disclosure of any public information generated in relation to the Work, including communications with the media and the public, must be coordinated with, and is subject to prior written approval of, the Province;
- b) It will notify the Province of any and all requests for information or interviews received from the media; and
- c) It will ensure that all of the Proponent team members and others associated with the Proponent comply with the requirements of this RFP. In the event of any contravention of this Section 7.11, the Province in its sole and absolute discretion may at any time, but will not be required to, reject any proposal submitted by that Proponent without further consideration or compensation.

## **7.12 LIMITATION OF DAMAGES**

Each Proponent on its own behalf and on behalf of the Proponent team and any member of a Proponent team:

- a) Agrees not to bring any claim against the Province or any of its respective employees, advisors or representatives for damages in excess of the amount equivalent to the reasonable costs incurred by the Proponent in preparing its proposal for any matter in respect of this RFP, including:
  - i. if the Province accepts a non-compliant proposal or otherwise breaches, or fundamentally breaches, the terms of this RFP; or
  - ii. if the Work or RFP process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Province exercises any rights under this RFP; and
- b) Waives any and all claims against the Province, or any of their respective employees, advisors or representatives for loss of anticipated profits or loss of opportunity if no agreement is made between the Province and the Proponent for any reason, including:
  - i. if the Province accepts a non-compliant proposal or otherwise breaches or fundamentally breaches the terms of this RFP or the RFP Process; or

- ii. if the Work or RFP Process is modified, suspended or cancelled for any reason (including modification of the scope of the Work or modification of this RFP or both) or the Province exercises any rights under this RFP.

### **7.13 INTERPRETATION**

In this RFP:

- a) Any action, decision, determination, consent, approval or any other thing to be performed, made, or exercised by or on behalf of the Province, including the exercise of "discretion" or words of like effect, unless the context requires it, is at the sole, absolute and unfettered discretion of the Province;
- b) The use of headings is for convenience only and headings are not to be used in the interpretation of this RFP;
- c) A reference to a Section or Schedule, unless otherwise indicated, is a reference to a Section of, or Schedule to, this RFP;
- d) Words imputing any gender include all genders, as the context requires, and words in the singular include the plural and vice versa;
- e) The word "including" when used in this RFP is illustrative only and is not to be read as limiting or exhaustive;
- f) A reference to a "person" includes a reference to an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture, limited liability company, association, unincorporated organization, union or government Province; and
- g) Each Schedule attached to this RFP is an integral part of this RFP as if set out at length in the body of this RFP.



## SCHEDULE A – TECHNICAL REQUIREMENTS

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### 1 SCOPE OF WORK

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#### 1.1 PROJECT DELIVERY METHODOLOGY

1. If approved beyond planning stage, this project will be implemented using a Design-Bid-Build methodology. The Project Estimate and Project Implementation Schedule will be based on this methodology.
2. Project procurement will utilize an open call for bids and will be publicly issued through Transportation and Works Tendering and Contracts division.

#### 1.2 PREDESIGN/PLANNING

1. Proponent shall develop a functional program and layout in collaboration with the Client and TW.
2. Proponent shall provide Site Investigation and Site Verification (evaluation and selection) services on two pre-selected sites by the CSFP. Site 1 is located in the Galway Development, Site 2 is located on Masonic Drive in Mount Pearl. The Site Verification report is to include an evaluation and comparison of the sites with respect to anticipated site development and service costs, site access, and other relevant parameters to inform decision-making.
3. Site investigation work will be accommodated using the site investigation allowance included in the Cost Submission. Site investigation may include:
  - a) Geotechnical Investigation (Full or Partial)
  - b) Zoning Analysis
  - c) Watershed and Flood Plain Investigation
  - d) Phase 1 Environmental Report
  - e) Topographical Survey
  - f) Traffic Study
  - g) Geothermal Test Pits (if ground source heating is to be included)

4. Preliminary cost estimate is to be provided as part of the Predesign/Planning stage.
5. The consultant's Works shall be delivered in accordance with the Department of Transportation & Works (DTW), Project Management & Design Administration Manual, (PMDA Manual) January 2014 - Sixth Edition. This manual is available for viewing at <http://www.gov.nl.ca/tw/works> and forms part of this work.
6. The Proponent is not to proceed beyond the Predesign/Planning stage without prior approval from the Owner.

### **1.3 CONCEPT**

1. Preparation of a Concept Design Report based on:
  - a) The "Owner's Project Requirements",
  - b) Functional programming analysis,
  - c) Department of Education and Early Childhood Development (EECD) School Planning Manual Version 6,
  - d) EECD standard design guidelines and details (to be provided separately after contract award),
  - e) Government of Newfoundland and Labrador's Build Better Buildings policy.
2. Presentations to the client representatives, accompanied by revisions and updating of the project design report as may be required. Include written responses to all review comments.
3. Concept for mechanical heating, ventilation and air conditioning (HVAC) systems to meet the requirements of the PMDA while incorporating LEED design principles. Evaluation of HVAC systems using life cycle cost analysis to compare various systems such as ground source heat pump, fully electric and electric/hydronic systems with thermal storage.
4. Provide cost commentary on unique items such as site servicing, site development or unusual structural requirements that would significantly affect the construction estimate as compared to a normal/typical building and site.
5. A project schedule indicating design and construction milestones.

6. Provision of specialist consultants as required and incorporate the work or reports of such consultants in the project concept report.
7. Provision of quality assurance system for the multi-disciplinary design team including technical and constructability reviews performed by experienced design professionals through the designer of record. Provide copy of design review report including a list of items to be corrected or completed in next phase
8. Provision and management of all documents in an electronic format and hard copy.
9. Pre tender construction cost estimate ( $\pm 30\%$ ).
10. Development of LEED score cards.
11. Registration of the projects with the CaGBC for LEED, Costs associated with registration to be included in reimbursable expenses.
12. The report shall follow table of contents as outlined by the Department of Transportation and Works ([http://www.tw.gov.nl.ca/works/ddr\\_model\\_index.pdf](http://www.tw.gov.nl.ca/works/ddr_model_index.pdf)) and requirements of the PMDA.

#### **1.4 DESIGN DEVELOPMENT**

1. Preparation of a project Design Development Report including presentations to the client representatives, accompanied by revisions and updating of the project Design Development Report as may be required. Provide written responses to all review comments.
2. Report shall follow table of contents as outlined by the Department of Transportation and Works ([http://www.tw.gov.nl.ca/works/ddr\\_model\\_index.pdf](http://www.tw.gov.nl.ca/works/ddr_model_index.pdf)) and requirements of the PMDA.
3. Further development of the HVAC system selected in Concept Design to meet the requirements of the PMDA while incorporating LEED design principles. Life cycle costs shall be provided.
4. Provide cost commentary update on unique items such as site servicing, site development or unusual structural requirements that would significantly affect the construction estimate as compared to a normal/typical building and site.

5. Provision of updated project schedule indicating design and construction milestones.
6. Provision of specialist consultants as required and incorporating the work or reports of such Consultants in the project Design Development Report.
7. Provision of quality assurance system for the multi-disciplinary design team including a technical and constructability review performed by experienced design professionals through the designer of record. Provide copy of design review report including list of items to be corrected or completed in the next phase.
8. Provision and management of all documents in an electronic format and hard copy.
9. Submission of up-to-date LEED score cards.

## **1.5 CONTRACT DOCUMENTS**

1. Preparation of drawings, specifications and other relevant documents for a conventional design-bid-build tender call based upon the approved Design Development Report, the PMDA, all applicable Acts, Regulations, Codes and Standards. Provide written responses to all review comments.
2. Provision of "Issued for Tender" documents.
3. Technical assistance to the Owner regarding clarifications of the requirements and issuance of addenda during the tender call.
4. Pre tender construction cost estimate ( $\pm 10\%$ ).
5. Provision of updated project schedule indicating construction milestones.
6. Provision of specialist consultants and incorporating the work or reports of such consultants in the project detailed design package.
7. Provision of quality assurance system for the multi-disciplinary design team including a technical and constructability review performed by experienced design professionals through the designer of record.

8. Provision and management of all documents in an electronic format and hard copy.
9. Submission of up-to-date LEED score cards.
10. Prepare LEED letter templates with signatures and supporting documentation as well as submittals to the CaGBC for all credits that require design data input.
11. Obtain from all consultants and sub consultants the data required for LEED submittals.
12. Provide all 3rd party calculations/reviews including but not limited to 3rd party energy models required for the successful award of LEED credits being pursued for the project excluding 3rd party commissioning requirements.
13. Complete all commissioning activities as required by the PMDA and Commissioning Guide. TW will act as Commissioning Authority.
14. Provision of "Issued for Construction" documents to incorporate any addenda issued during the tendering period. This shall be issued to the Department of Transportation and Works 5 days after tender is closed.
15. Front end documents will be developed by TW.

## **1.6 TENDERING**

1. Provision of consultant services during the tendering period for the design-bid-build contract in accordance with the PMDA (latest edition) including but not limited to the following items:
  - a. Addressing Inquiries from Prospective Bidders.
  - b. Preparation of Addenda.
  - c. Evaluation of Requests for Substitution of Material or Equipment
  - d. Provision of Issued for Construction documents. .

## **1.7 CONTRACT ADMINISTRATION**

1. Provision of general contract administration Works in connection with a conventional design-bid-build contract in accordance with the PMDA (latest edition) including but not limited to the following items.
2. Complete LEED letter templates and prepare submittals to CaGBC for all credits being pursued on the project. Include LEED consultant Works for post construction and the LEED submission phase of the project.
3. Obtain from all consultants and sub consultants the data required for LEED submittals.
4. Complete all commissioning activities as required by the PMDA.
5. Participate in shop drawings reviews, preparation of proposed change order documentation, responding to requests for information, reviewing change order pricing and verification of progress claims.
6. Consultant shall anticipate attending at minimum semi-monthly meetings during construction.
7. Provide all supplementary documentation required for clarification of contract documents and site conditions.

## **1.8 SCHEDULE**

1. The Proponent shall submit a schedule in Gantt chart format, that shows how they will approach the project and meet or exceed the expectation of September 2022 occupancy.
2. All proponents shall use January 7, 2018 as a start date. This date may change depending on award date. This will be used for the purpose of evaluation of this RFP only, and it is expected that the successful Proponent will be able to accommodate a reasonable alternate start date.
3. TW allows for two (2) weeks for review at each submittal stage from the consultant. Ensure this is reflected in the schedule.

## **1.9 FACILITY PROGRAM**

The facility program is based on an assumed enrolment of 510 students (Distribution: Kindergarten 60, Elementary 275, Secondary 175). Based on the current School Planning Manual of the Province, this enrolment results in a proposed school program of approximately 7300 m<sup>2</sup>. A sample program is provided in the table below. Programming for additional community spaces, including child care spaces for 24 infants/toddlers and 50 pre-school age children, will be the responsibility of the successful proponent. An additional 2000 m<sup>2</sup> in community spaces are to be assumed for the purpose of this RFP.

Room Grade	Enrolment	Class Caps	Program		Area / p m <sup>2</sup>	Room Area m <sup>2</sup>	Area m <sup>2</sup>
			# Classes	# Rooms			
K	60	20	3.00	3		85.00	255.00
1	60	25	2.40	3	2.70	67.50	202.50
2	60	25	2.40	3	2.70	67.50	202.50
3	50	25	2.00	2	2.70	67.50	135.00
4	45	26	1.73	2	2.70	70.20	140.40
5	30	26	1.15	2	2.70	70.20	140.40
6	30	26	1.15	2	2.70	70.20	140.40
<b>Sub Total Elementaire</b>	<b>275</b>						
7	30	29	1.03	2	2.25	65.25	130.50
8	29	29	1.00	1	2.25	65.25	65.25
9	29	29	1.00	1	2.25	65.25	65.25
10	29	30	0.97	1	2.25	67.50	67.50
11	29	30	0.97	1	2.25	67.50	67.50
12	29	30	0.97	1	2.25	67.50	67.50
<b>Sub Total Secondaire</b>	<b>175</b>						
<b>SubTotal</b>	<b>510</b>			<b>24</b>			<b>1679.70</b>
Contingency		30		<b>3</b>	2.25	67.50	202.50
<b>Classroom SubTotal</b>				<b>27</b>			<b>1882.20</b>
Instructional Resource Room				3		20.00	60.00
Instructional Resource Suite				1		65.00	65.00
IRS Washroom				1		9.18	9.18
Science Labs				2		80.00	160.00
Library/Resource				1	0.5	235.00	235.00
Music				1		78.00	78.00
Practice				2	6	6.00	12.00
Skilled Trades Fab.				1		120.00	120.00
Skilled Trades Design				1		50.00	50.00
Computer				1		60.00	60.00
Art				1		90.00	90.00
Lunch/Multipurpose				1	1.4	321.30	344.30
Kitchen				1		114.00	114.00
Canteen				1		8.00	8.00
Home Economics				1	4.6	115.00	115.00
Gymnasium				1		686.25	686.25
Change/Instr/Storage				1		180.00	180.00
Fitness Center				1		72.00	72.00
Stage				1		50.00	50.00
Drama Storage				1		10.00	10.00
Administration				1		65.00	65.00
Staff / Preparation				1	0.5	200.00	200.00
Staff Showers				2		3.50	7.00
Sick/Washroom				1		15.00	15.00
Unisex Washroom				1		5.00	5.00
Guidance/Itinerent/Wait				3		8.00	24.00
Storage				1		50.00	50.00
Utility				1		15.00	15.00
Lobby				1		76.50	76.50
<b>Core Spaces SubTotal</b>							<b>2976.23</b>
<b>Total</b>							<b>4858.43</b>
<b>Grossing Factor</b>						<b>1.50</b>	<b>7287.65</b>



## SCHEDULE B – EVALUATION MATRIX

The following describes the weighting of the various evaluation components.

Evaluation Matrix – Mandatory Requirements		
Item	Mandatory Requirements	Pass/Fail

Evaluation Matrix – Rated Criteria (marked on a scale 0-10, then calculated to the percentage of overall score)		
Item	Description	Points
	Specialized Team Requirements	15
	Project Experience and Qualifications	15
	Project Methodology	15
	Team Composition and Personnel	15
	Schedule	5
	Proposal Format and Presentation	5

Criteria Scoring Guide	
0	<b>Deficient</b> – the Response fails to meet the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The Response has little merit and fails to demonstrate that the work will be performed in an acceptable manner.
1-3	<b>Poor</b> – The Response fails to meet the requirement so the RFP references and associated scoring criteria in a suitable and documented manner. The response has some merit, but there are significant weaknesses that could result in unacceptable shortcoming in the performance of the work
4-6	<b>Fair</b> – the Response barely meets the requirements of the applicable RFP references and associated scoring criteria in a suitable and documented manner. The response has substance but there are weaknesses that could result in tolerable or reasonably correctable shortcoming in performance of the work
7-8	<b>Good</b> - the Response reasonably demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. The response is comprehensive but there are minor weaknesses that should not significantly impact the performance of the work.
9-10	<b>Excellent</b> - the Response fully demonstrates that the requirements of the applicable RFP references and associated scoring criteria are met in a documented and suitable manner. There are no apparent weaknesses.

## SCHEDULE C – PRICING FORM

Item	Cost
<b>CONSULTANT SERVICES FEE</b>	
Pre-Design/Planning: Programming	
Pre-Design/Planning: Site Verification	
Pre-Design/Planning: Cost Estimate	
Concept Design	
Design Development	
Contract Documents	
Tendering	
Contract Administration	
LEED Services Fee	
Commissioning	
<b>Sub-Total Consultant Services Fee (A)</b>	
<b>ALLOWANCES</b>	
Site Investigation	\$60,000
<b>Sub-Total Allowances (B)</b>	\$60,000
<b>OTHER EXPENSES</b>	
Reimbursable Expenses (Maximum) (C)	\$100,000
HST (D)	
<b>TOTAL (A+B+C+D)</b>	

Provide hourly rates for additional work or changes in scope that may be requested or directed for the entire duration of the project.

Professional	Rate	Professional	Rate
Senior Engineer		Senior Technologist	
Intermediate Engineer		Intermediate Technologist	
Junior Engineer		Junior Technologist	
Senior Architect		Administrator	
Intermediate Architect		LEED AP	
Junior Architect		Interior Designer	
Senior Technician		Other:	
Intermediate Technician		Other:	
Junior Technician		Other:	

## SCHEDULE D - PROTOCOL FOR SECURITY OF GOVERNMENT INFORMATION ON INFORMATION TECHNOLOGY ASSETS OF CONTRACTORS

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The Successful Proponent should confirm with the Province whether the Successful Proponent will be required to use information technology resources, including computers, of the Government of Newfoundland and Labrador in the conduct of the work under the contract. The following requirements apply where the Successful Proponent will not be using such assets, but will instead have access to confidential information (including personal information) (Confidential Information) received from the Government of Newfoundland and Labrador (Government) and will be storing, manipulating or accessing that Confidential Information on the Successful Proponent's own information technology resources.

1. All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs, etc.) may only be used to transport and/ or store Confidential Information where either the Confidential Information or the device or media is encrypted.
2. Unless specifically authorized by the Successful Proponent's contract or otherwise, the Successful Proponent is not permitted to attach non-government computers or other information technology systems to any Government network.
3. The Successful Proponent is expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.
4. The Successful Proponent is not permitted to use any Peer to Peer file sharing program or chat program (e.g., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

5. Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.
6. Where a Successful Proponent will be granted access to the Government computer network during the course of the work, in addition to the requirements noted above, the Prime Consultant shall not:
  - a) Share personal computer drives or folders on a computer accessing the network; or
  - b) Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.
7. These requirements apply to the Successful Proponent and all employees, servants and/or agents or permitted sub-consultants of the Successful Proponent, and it is the responsibility of the Successful Proponent to ensure that all such employees, servants and/or agents or permitted sub-consultants are aware of these restrictions and are in compliance herewith.
8. Routine exchanges of design and construction information between the Client, the Successful Proponent and the Successful Proponent's sub-consultants that is of a non-confidential nature need not be encrypted.