

REQUEST FOR QUALIFICATIONS

Glen Lake Secondary School Design-Build Project

RFQ Number: 2012-010 (Capital Project No. 115532)

RFQ Title: Glen Lake Secondary School
Design-Build Project

*Responses will be received until 2:00pm local time on
December 20, 2012*

School District No. 62 (Sooke)

November 22, 2012

SUMMARY OF KEY INFORMATION

RFQ TITLE	<p>The title of this RFQ is: Glen Lake Secondary School Design-Build Project – School District No. 62 (Sooke) Please use this title on all correspondence.</p>
CONTACT PERSON	<p>The Contact Person for this RFQ is: Pete Godau, Manager of Facilities Email: GLS@sd62.bc.ca Facsimile: 250-474-6641 Please direct all enquiries, in writing, to the above named Contact Person. No telephone enquiries please.</p>
PROPONENT REGISTRATION FORM	<p>The Addenda and any further information relating to this RFQ will be directed to parties who have completed and returned the Interested Parties Registration Form (Appendix D) and will be posted on BC Bid</p>
INFORMATION MEETING	<p>A non-mandatory meeting will be held to review the information on the project with the designers and builders: On December 5, 2012 starting at 1:00 pm At Belmont Secondary School Gymnasium located at Jacklin Road in Langford. Interested Parties are requested to advise the Contact Person if they plan to attend the meeting.</p>
ENQUIRIES DEADLINE	<p>In order to receive a response to an enquiry, the enquiry must be received no less than 7 days earlier than the Submission Deadline.</p>
SUBMISSION DEADLINE	<p>The Submission Deadline for this RFQ is: December 20, 2012 at 2:00pm hours local time Per SD 62 reception clock</p>
SUBMISSION LOCATION	<p>The Submission Location is: Board of Education of School District No. 62 (Sooke) Reception Desk (Main Entrance) Administration Building 3143 Jacklin Road Victoria, BC V9B 5R1</p>

1. INTRODUCTION

1.1 Purpose of the Request for Qualifications

The Board of Education of School District No. 62 (Sooke) invites design builders to submit Responses indicating their interest in and qualifications for the design and construction of the secondary school to replace Belmont Secondary School on the site of the former Glen Lake Elementary School located between Glen Lake Road and Langford Road in Langford.

Based on these Responses, School District No. 62 (Sooke) ("School District") intends to select, in accordance with the terms of this RFQ, a short-list of up to three Proponents to be invited to participate in the next stage of the Competitive Selection Process, the Request for Proposals ("RFP") stage.

1.2 School District No. 62 (Sooke)

School District No. 62 (Sooke) 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 Sooke School District, serving approximately 8,500 students, is located on Southern Vancouver Island in the Capital Regional District. The School District serves the communities of Port Renfrew, Metchosin, Sooke, Langford, Colwood and Highlands and operates on the traditional territories of Scia'new (Becher Bay area), T'sou-ke (Sooke area) and Pacheedaht (Port Renfrew area) First Nations.

The School District serves approximately 8,500 students and 10 percent are of aboriginal descent. It operates and maintains 4 secondary schools 2 of which are alternative schools, 4 middle schools, and 18 elementary schools. The Westshore is adjacent to Victoria and is reported to be one of the fastest growing communities in the Province.

Additional information about the School District No. 62 and Belmont Secondary School is available at www.sd62.bc.ca.

2. THE PROJECT

2.1 Project Context

On November 19, 2012, the Ministry of Education approved the Belmont Secondary School Replacement Project which includes a replacement secondary school for 1200 students at the Glen Lake site in Langford and a new secondary school for 800 students on the Royal Bay site in Colwood. The plan also includes grade reconfiguration resulting in kindergarten to grade 5 elementary, grades 6 to 8 middle and 9 to 12 secondary schools which adds approximately 500

students to the secondary schools. This project deals with the construction of a new secondary school on the former Glen Lake Elementary School site. The demolition of the vacant Glen Lake Elementary School building will be completed by the School District as a separate contract prior to the selection of the Design Builder for the new secondary school on the Glen Lake site. The demolition of the existing Belmont Secondary School will be completed as a separate contract issued by the school district once the school is vacated.

The new secondary school will include comprehensive course offerings for 1200 students in grades 9 to 12. The school will also have a neighbourhood learning centre which will include a childcare facility, health and wellness screening office, education centre for postsecondary programs, expanded gymnasium, community kitchen and intergenerational multipurpose room. The new school will be constructed to LEED Gold standard. It will also meet the Provincial Wood First requirements.

2.2 Project Site

The Glen Lake Elementary School site was selected for the secondary school and it was expanded in 2009 through the purchase of adjacent property from the developer which increased the site to 4.8 hectares. In addition the School District has entered into an agreement with the City of Langford for use of the adjacent City owned playfields which makes the school site adequate for the proposed student enrolment. In exchange, park users will have use of school parking when the school is not in use.

The site is at the junction of the established residential area along Glen Lake Road and the new residential development extending to the west along Langford Lake Road and Allouette Drive. The City Centre Park and Goudy Field are adjacent to the north side of the school site. The CRD water main extends along this north boundary of the site. The site rises along the west property line where there is a 20 metre high rock escarpment. There are newly developed residential properties to the west and north of the site.

Site information is at Appendix B. Additional site information is available at the Data Room and accessible to Registered Interested parties to this RFQ. The RFP will include additional information.

2.3 Project Scope

The new secondary School will be designed and constructed to accommodate 48 teaching modules spanning the full range of typical grade 9 to 12 courses. It will also have the administration, physical education, library and special education programs spaces integrated into a modern efficient and flexible facility which will allow effective learning now and be adaptable for learning requirements of the future. It will also have 15% additional area for a neighbourhood learning centre programs which will serve the community and provide child care, education centre for postsecondary programs, an expanded gymnasium and an additional multipurpose room for cross-generational drop-in programs.

In general the vision is a vibrant secondary school that will provide inspiring learning opportunities to meet the needs of tomorrow's learners today and act as a community centre and gathering place for the next 50 years and beyond. It will be a modern, high tech educational centre of excellence and a gathering place where students want to be. The

constrained site requires innovative solutions to provide improved access and to accommodate the educational programs, community services and recreational requirements.

The successful Proponent will be required to plan, design, and build facilities to meet the educational, physical, recreational, and social needs of the 1200 capacity school as well as the spaces for the neighbourhood learning centre programs. The Ministry of Education space standards provide 11,770 square meters for the school programs and 1,766 square metres for the NLC programs. The preliminary design aide sheet which reflects the allowable areas by function is included at Appendix C.

City of Langford requires an Environmental Development Permit which will be obtained by the School District prior to the selection of the design builder.

There are a number of offsite improvements and traffic pattern enhancements which will be required. There will be on-site parking areas for staff and visitors. There will also be a requirement to address school bus drop-off and pick-up at the school for start and end of classes. The plan will need to address the extended hours of use of the facility by the school, neighbourhood learning centre programs and recreational or athletic programs.

The site plan will be included in the RFP showing the site requirements to clarify the functional objectives of the Project.

The scope of work for the Project will include work on both the School District and City lots:

- overall site planning;
- site development including walkways, parking, street lighting, landscaping, on-site storm water retention and service relocations and/or new services, such as water, sewer, natural gas, hydro, telephone, cable, and PLNet;
- performing site works including clearing, grubbing, blasting, excavation, backfilling, and grading;
- removal of remnants of the former school or other uses and related work such as civil works, fencing, retaining walls, power lines, water lines, sanitary and storm sewer lines;
- design and construction of the secondary school and NLC program areas including child care, education centre, multipurpose area and expanded gymnasium, and
- additional onsite and offsite improvements.

The successful proponent will be responsible for:

- undertaking the design and construction of the school, hard and soft play areas and the related amenities;
- demolition of any remaining amenities of the former elementary school and restoration of the area for use as part of the new school;
- achieving LEED gold certification;
- satisfy the Wood First Act 2009 and regulations requirements for the use of wood

- applying for, and obtaining, all permits, approvals, licences and variances (if required);
- engaging in proactive community relations activities for the duration of construction; and
- ensuring that neighboring properties are not unduly affected by Project construction.

2.4 Project Objectives and Desired Outcomes

The School District has identified desired outcomes from the Project. Additional input will be obtained from the planning committee set up by the School District and will be included in the RFP. The project objectives include:

- providing an attractive and well designed school and surroundings, creating an inspiring community hub that compliments the setting;
- ensuring efficient site utilization and seamless integration of school and park facilities
- providing high quality of construction in the building and amenities
- incorporating flexibility for current educational and community uses and to accommodate changing requirements over time;
- enhancing technology throughout the facilities;
- incorporating best practices sustainable design strategies and energy efficient systems;
- providing safe and secure facilities for students and staff;
- providing a school design that enhances the community hub philosophy of shared use to the benefit of all users.

2.3 Responsibilities of School District

The School District will own, operate and maintain the new school. The School District will ensure that land use approvals necessary for delivery of the Project including Official Community Plan designation and the appropriate land use zoning are in place from the City of Langford. The School District will provide the site for the Project. In addition, the School District will coordinate with key stakeholders in the Project including communications specific to public relations.

2.4 Responsibilities of Design-Builder

In addition to responsibility for the design and construction of the Project as described above, the Design-Builder will be responsible for applying for and obtaining all necessary permits, approvals, licenses and permissions for the design and construction of the Project. The environmental development permit requirement for the Project will be obtained by the School District prior to selection of the design builder.

2.5 Site

An aerial photo of the site showing the elementary school, play fields and pedestrian access points is included in Appendix B. The contour plan is also included to show the potential buildable area.

Information available in the Data Room and accessible to registered Interested Parties to this RFQ includes general information about the Project and site.

The following information will be included in the RFP:

- Geotechnical testing for load bearing;
- Topographic survey;
- Tree survey and report on limitations;
- Traffic study; and
- Environmental assessments of the site.

3. SELECTION PROCESS

This section describes the process that the School District expects to use in the selection of a Preferred Proponent to enter into a Design Build Agreement for the Project. The anticipated Selection Process includes two stages:

- the Request for Qualifications (RFQ) Stage and
- the Request for Proposals (RFP) Stage.

3.1 Request for Qualifications Stage

The objective of the RFQ stage is to create a short list of up to three Proponents who have demonstrated through their Responses that they are best qualified, in the sole discretion of the School District, in accordance with the evaluation criteria set out in Section 5.3 to complete the design and construction of the project.

3.2 Review of the Design Build agreement

The School District will provide the draft form of DB Agreement to the shortlisted Respondents for review for a seven calendar day period upon submission of a confidentiality agreement. Upon completion of the review and provision of any comments to the School District, the shortlisted Respondents will be entitled to receive the RFP upon submission of the Security Deposit set out in Section 3.4 below. The RFP will include the final form of DB Agreement.

3.3 Request for Proposals Stage

The objective of the RFP stage is to select from the shortlisted Proponents, the Preferred Proponent who may be offered the opportunity to enter into the Design-Build Contract based on

the established price and the provision of the solution which best meets the School District's requirements as stated in the performance specifications. Proponents are expected, in accordance with the RFP, to commit to submit binding Proposals to design and build the Project. Following an evaluation of these Proposals, the School District expects to select a Preferred Proponent and to enter into the DB Agreement with that Preferred Proponent.

3.4 Timeline

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

Proposed Competitive Selection Process Schedule	
Milestones	Timeline
RFQ Submission Date	2:00 pm local time December 20, 2012
Proponent Interviews (optional)	January 14 & 15, 2013
Announce Short-Listed Proponents	January 16, 2013
Issue Request for Proposals	January 25, 2013
RFP Submission Date	April 25, 2013
Selection of Preferred Proponent	May 23, 2013
Award and Commencement of Contract	June 20, 2013
New School Occupancy	August 2015
Project Completion	December 2015

3.5 Fairness Monitor

The School District intends to retain the services of a Fairness Monitor to oversee the procurement process generally, and specifically the evaluation of submissions.

The Fairness Monitor will provide a written opinion to the School District regarding the procurement process following signing of the DB Agreement.

The Fairness Monitor will also review potential conflict of interest issues and provide advance rulings regarding such issues during the procurement process.

3.6 Security

To be entitled to receive the RFP, a Respondent, after being successfully shortlisted, will be required to provide:

- a Security Deposit to the School District in the amount of \$25,000 in the form of a bank draft, certified cheque or money order; and
- a written undertaking to the School District stating that it will submit a Proposal in the RFP stage.

Upon submission of a Proposal, a Proponent will be required to provide further Proposal Security to the School District of \$75,000 with its Proposal.

The Security Deposit together with the Proposal Security will be refunded to the Proponents upon signing of the DB Agreement by the Preferred Proponent. The Security Deposit may be forfeited if the shortlisted Respondent does not submit a bona fide Proposal. Both the Security Deposit and the Proposal Security provided by the Preferred Proponent may be forfeited if the Preferred Proponent does not sign the DB Agreement.

3.7 Honorarium

An honorarium of \$142,000 will be made available to each unsuccessful Proponent no later than 21 calendar days after the signing of the DB Agreement provided, in the sole opinion of the School District, that Proponent has:

- submitted a bona fide Proposal;
- provided a release to the School District; and
- provided authorization to the School District for use of the information and intellectual property contained in its Proposal for the purposes of the Project.

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

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

4.0 RFQ RESPONSE REQUIREMENTS

4.1 Purpose of RFQ

The School District expects to shortlist up to three Respondents which have the relevant expertise and capacity to undertake the design and construction of the Project. The School District explicitly reserves the right to shortlist fewer Respondents in its sole discretion.

4.2 Contact Person

The information for contacting the Contact Person for the RFQ is described in the Summary of Key Information.

Although Interested Parties may contact the Contact Person by telephone regarding administrative or procedural matters pertaining to the RFQ, any information obtained in such calls should not be relied upon. Interested Parties are strongly encouraged to provide any questions in writing. Refer to Section 4.6 for additional information related to questions regarding the RFQ.

Interested Parties should restrict their contact to the Contact Person in accordance with Section 7.8.

4.3 Registration of Interested Parties

Interested Parties should register by completing and submitting the Registration Form to the Contact Person in order to:

- receive access to the Data Room;
- receive additional information concerning the Project (such as notices of additional information being placed in the Data Room) and the procurement process (including this RFQ phase);
- receive copies of any questions and answers; and
- receive any Addenda pursuant to this RFQ (all Addenda will also be posted on BC Bid).

Interested Parties are solely responsible for obtaining all information necessary to respond to this RFQ and for ensuring that they have all available information to prepare their Responses. The School District is not responsible to any Interested Party or any Respondent for failure to obtain all necessary information to respond to this RFQ.

4.5 Data Room

(a) Access

The School District has established a virtual Data Room. Background materials for the Project will be available in the Data Room to Interested Parties which have completed and submitted the Registration Form. The Contact Person will provide the password and instructions for accessing the site to Interested Parties which have submitted a Registration Form.

(b) Materials

Materials in the Data Room are not part of this RFQ and are only provided for reference purposes. Interested Parties are responsible for ensuring that they have all of the information necessary to respond to this RFQ and for independently informing and satisfying themselves with respect to the accuracy, relevance and sufficiency of any of the information contained in the

RFQ and the Data Room. The School District has no obligation to provide Interested Parties with any additional information regarding the Project.

The School District does not guarantee or warrant the relevancy, sufficiency, accuracy, appropriateness or completeness of any of the documents, data or information provided either in the Data Room or as part of the RFQ phase of the procurement process.

4.6 Questions Regarding the RFQ

Any questions with respect to the RFQ should be sent to the Contact Person by email or fax. Questions will be summarized and the School District will forward questions and answers that clarify the RFQ to all registered Interested Parties.

Questions from Interested Parties will be considered provided they are received in writing by the School District at least seven calendar days prior to the RFQ Closing Time. The School District will attempt to respond to questions within three calendar days of their receipt.

Questions submitted to any person other than the Contact Person will not be answered. Questions and answers are intended to clarify the RFQ. In the event of any inconsistency or ambiguity, the wording of the RFQ shall govern.

If the School District determines that, as a result of a question, a change to the RFQ is necessary, an Addendum will be issued and forwarded to registered Interested Parties and posted on BC Bid.

4.7 Addenda

Addenda issued by the School District will be provided to all registered Interested Parties and posted on BC Bid. Addenda are the only means of changing, amending or correcting the RFQ.

Any Addendum issued will supersede and amend the RFQ. Amendments or additions made in any manner other than Addenda will not be binding upon any party.

In order to ensure that Respondents have sufficient time to prepare their Responses, the School District will not issue substantive Addenda after the date that is seven calendar days prior to the RFQ Closing Time.

4.8 Exclusivity of Prime Members

No Respondent is permitted to have any interest whatsoever either directly or indirectly in any other Respondent Team.

A Prime Member with one Respondent may provide other Prime Member services and services that are not Prime Member services to that same Respondent.

A Prime Member with one Respondent may provide different Prime Member services to other Respondents. However, a Prime Member is not permitted to provide the same Prime Member services to more than one Respondent.

A Prime Member with one Respondent may provide services that are not Prime Member services to any Respondent.

A Team Member with one Respondent that does not provide Prime Member services may provide those same services to other Respondents.

4.9 Exclusivity of Prime Member Engineers and Prime Member Subcontractors

A Prime Member Engineer or Prime Member Subcontractor may be a Team Member on more than one Respondent team at the RFQ stage. However, a Prime Member Engineer or Prime Member Subcontractor may not provide the same services to more than one Proponent at the RFP stage.

In the event that more than one shortlisted Respondent proposes to use the same Prime Member Engineer or the same Prime Member Subcontractor as a Team Member, one or more Respondents will be required to make changes to their team compositions such that the Prime Member Engineer or Prime Member Subcontractor as applicable will only serve on one Proponent team.

Respondents are to make any substitution of a Prime Member Engineer or a Prime Member Subcontractor as applicable in accordance with Section 6.4.

Respondents which have not completed a necessary substitution of Prime Member Engineer and/or a Prime Member Subcontractor as applicable within 14 days of issuance of the Shortlist of Respondents will be ineligible to receive the RFP. In such situations, the School District may, at its discretion, revise the Shortlist of Respondents to include another Respondent. The RFP will not be issued to any Respondent until all necessary substitutions have been completed.

4.10 Conflict of Interest

Respondents are asked to disclose in their Responses any conflict of interest, real or perceived, which now exists or may reasonably arise in the future, with respect to the Project. In this regard, the following firms and their affiliates are not eligible to participate as members of any Respondent team:

- Alkins Project Services Inc.;
- James Bush and Associates;
- Atelier Pacific Architecture Ltd.;
- Burrmech Engineering Ltd.;
- Prior Engineering Ltd.;
- John Wallace Engineering Ltd.
- Associated Engineering Ltd.

The School District has the right to reject any Respondent during the procurement process which, in the sole opinion of the School District, now has or may in the future have an actual or

perceived conflict of interest. The Fairness Monitor will be asked to review a possible conflict of interest raised by the School District or by any Interested Party by written request to the Contact Person. Such requests should include all relevant information concerning the possible conflict of interest and any mitigative steps that are proposed. The requests from an Interested Party should be received by the Contact Person no later than seven calendar days prior to the RFQ Closing Time. Upon receipt, the Fairness Monitor's determination will be forwarded to the Interested Party by the Contact Person.

5 SUBMISSION DETAILS

5.1 Responses

Respondents should submit six bound copies, one unbound copy and one complete electronic file copy (PDF, in **one** file) of its Response. The six bound copies, the one unbound copy and the one electronic file copy should be submitted in a sealed opaque envelope and labeled:

Response

Glen Lake Secondary School Design-Build Project

[Respondent's name and address]

The Respondent's name and address should be shown on the outside of the envelope.

Responses to the RFQ must be received in the office of:

School District No. 62 (Sooke)
Main Entrance Reception Desk
3143 Jacklin Road
Victoria, BC V9B 5R1

not later than **2:00:00 PM on December 20, 2012.**

The clock at the School Board Office reception counter is the official clock.

It is the Respondent's sole responsibility to ensure that its Response is received on time. Late Responses will be returned unopened.

5.2 Revisions to Responses Prior to Closing Time

Respondents may make changes, inclusive of withdrawal, to their Response ("Revisions") after the submission of their Responses provided that each Revision is submitted in a sealed envelope and is received at the Submission Location before the Closing Time. Revisions received after the Closing Time will not be considered and will be returned unopened. For the Revisions to receive full consideration, Respondents should indicate the Revisions made and should number every page. Revisions should be enclosed in a sealed package clearly marked:

Revision to Response

Glen Lake Secondary School Design-Build Project

[Respondent's name and address]

5.3 General Criteria for Successful Respondent

Successful Respondents will most likely have both design and construction experience with schools or similar public institutions and should, among other things:

- be familiar with the operations and requirements of B.C. Boards of Education;
- be familiar with B.C. public school standards, parking and access requirements, sports fields and other associated amenities;
- have demonstrated ability in scheduling complicated projects and experience that indicates a thorough understanding and ability to capitalize upon the flexibility of the design-build process and include innovations in areas such as space planning and building systems efficiency, enhancements to the educational environment, construction quality, durability and economy;
- have demonstrated ability relevant to the design and construction of LEED Gold projects;
- be capable of appropriately assessing and quantifying the risks associated with the Project and in working to a firm fixed price of \$35 million to complete the Project; and
- be capable of performing the design and construction work to a schedule that meets the required substantial completion and occupancy dates for the Project.

5.4 Response Contents

The content and documentation requirements outlined below should be adhered to. The School District may, in its sole discretion, decide to give no further consideration to Responses which fail to provide the requested information. The School District may also, in its sole discretion, evaluate any incomplete Responses or Responses in any format or sequence other than described herein.

Each Response should include complete information in responding to the content requested in this Section and the information should be organized according to the headings listed in this Section.

Each Response should include **one** complete copy of all of the following forms as contained in Appendix C:

- Respondent Declaration;
- Prime Member, Prime Member Engineer and Prime member Subcontractor Declarations (includes commitment of Key Personnel);
- Conflict of Interest Declaration;
- Bonding Undertaking; and
- Insurance Undertakings.

(a) Capability to Undertake the Project

Respondents should demonstrate financial capability to undertake this Project by providing the following:

- written confirmation generally in the form of the Insurance Undertakings contained in Appendix D from an insurer that the following coverage will be available for the Project if the Respondent is awarded a contract:
 - commercial general liability insurance coverage of not less than \$10 million inclusive per occurrence, \$20 million general aggregate for bodily injury, death and damage to property including loss of use thereof, product/completed operations liability with a limit of \$10 million annual aggregate; and
 - professional liability insurance coverage of not less than \$2 million per occurrence and \$2 million annual aggregate;
- written confirmation from a surety generally in the form of Bonding Undertaking contained in Appendix C that the Respondent will be able to obtain a 50% performance bond and a 50% labour and materials payment bond written by a surety or sureties authorized to conduct business in British Columbia if the Respondent is awarded a contract.

(b) Team Composition and Organization

Respondents should provide the following information:

- identify Team Members;
- a description of the business relationship among the Respondent, Prime Members, Prime Member Engineers and Prime Member Subcontractors (e.g. corporation, joint-venture, partnership, etc.);
- details of previous working relationships of Team Members; and
- a list of previously completed projects by the Respondent or its Team Members that are relevant to either or both this Project and design-build delivery and identify the scope of work, the final cost and owner or client contact details.

At a minimum, all Team Members who are Prime Members, Prime Members Engineers or Prime Member Subcontractors should be identified in this section.

(c) Relevant Experience - Design Team Members including Key Personnel

Respondents should provide information on the capacity and expertise for the design Team Members listed below that demonstrates their experience and expertise in the design of large public buildings, particularly secondary schools, and energy efficient and sustainable design. Respondents should also provide information on the proposed duties and relevant qualifications, expertise and experience of the Key Personnel for the following Team Members:

- architect;
- structural engineer;

- mechanical engineer;
- electrical engineer;
- geotechnical engineer;
- civil engineer;
- landscape architect;
- environmental consultant;
- LEED coordinator; and
- building envelope specialist.

Respondents should identify any other specialist consultants who they believe would be required to successfully complete the Project.

To assist the School District with the evaluation of the design Team Members, Respondents should submit a **brief** list of completed projects (minimum of three) that are relevant to this Project including, for each project:

- a descriptive scope of work;
- the involvement and level of responsibility of the Key Personnel for the Respondent's design Team Members; and
- contact information for owner or client representatives on these projects who may be contacted for further information.

CVs may be appended.

(d) Relevant Experience – Construction Team Members including Key Personnel

Respondents should provide information on the capacity and expertise for the construction Team Members listed below that demonstrates their experience and expertise in design-build construction, energy efficient or sustainable projects, construction and logistics management, schedule management, quality control and assurance and health and safety programs. The information provided should show a clear record of success in undertaking the construction of large public buildings of similar size, type and scope. Respondents should also provide information on the proposed duties and relevant qualifications, expertise and experience of the Key Personnel for the following Team Members:

- project manager/general contractor;
- framing/structural subcontractor (unless this work is performed by "own forces" of the general contractor);
- mechanical HVAC subcontractor;
- mechanical plumbing subcontractor (if the mechanical HVAC subcontractor does not perform plumbing);
- mechanical sheet metal subcontractor (if the mechanical HVAC subcontractor does not perform sheet metal work);

- electrical subcontractor; and
- civil works subcontractor.

To assist the School District with the evaluation of the construction Team Members, Respondents should provide a **brief** list of completed projects (minimum of three) that are relevant to this Project, including for each project:

- a descriptive scope of work and other information including: relevance to this Project; schedule management; completion date; size; cost; and, any other relevant information;
- involvement and level of responsibility of the proposed Key Personnel (project manager(s), site superintendent(s) and other construction specialist(s)) on the Respondent team for each project, and detail regarding individual responsibilities; and
- full contact information for owner or client representatives on these projects who may be contacted for further information.

CVs may be appended.

(e) Project Understanding and Vision

Respondents should demonstrate an understanding of the Project objectives and an understanding of the challenges that must be overcome to complete the Project successfully. Accordingly, Respondents should describe:

- their understanding of the Project objectives and challenges that could be encountered; and
- their vision for achieving successful outcomes for the School District and the Respondent.

Respondents should demonstrate a commitment to the development of an effective working relationship with the School District and the implementation of sound project management and quality management practices. To do so, Respondents should describe how an effective working relationship will be maintained with the School District during design development, construction documentation and construction.

6. EVALUATION PROCESS

6.1 Evaluation

A public opening of responses to the RFQ will not be held.

The School District will evaluate each Response using the following matrix:

Criteria	Max. Points Available
(a) Capability to Undertake the Project	Pass/Fail
(b) Team Composition and Organization	20
(c) Relevant Experience - Design Team Members including Key Personnel	25
(d) Relevant Experience - Construction Team Members including Key Personnel	25
(e) Project Understanding and Vision	30
Total	100 points

The School District will evaluate the Responses on the basis of the information submitted by each Respondent in response to this RFQ, information obtained in connection with any checks of references cited in the Response and any interviews conducted by the School District if the School District, in its sole discretion, decides to use Respondent interviews as part of the evaluation process.

A written notice to the Respondent based on the contact information provided in the Response to this RFQ will be used to notify all Respondents shortlisted by the School District.

The decision of the School District regarding the Shortlist of Respondents will be final.

6.2 Clarification of Responses

During the RFQ evaluation process, the School District may request any Respondent to provide further information or clarification in regard to any aspect of its Response. All such requests will be forwarded by e-mail or fax to the person designated by the Respondent as its contact. Responses by the Respondent to the request for further information or clarification should be returned by e-mail or fax to the Contact Person by the requested time.

6.3 Interviews

The School District may, in its absolute discretion, interview one or more Respondents on one or more occasions in order to obtain explanation or clarification from the Respondents concerning their Response. There is no obligation on the School District to interview any or all Respondents.

The School District will provide details as early as possible in the evaluation process regarding specific timing of any Respondent interviews and those Key Personnel that should attend such interviews.

6.4 Changes to Team Members or Key Personnel

The Respondent will not substitute or replace any Team Member or Key Personnel identified in its Response at any time after Closing Time and before it is shortlisted except as permitted under Section 4.8 and 4.9.

If a Respondent proposes to add, delete or change the composition of a Respondent team including Key Personnel or if the Respondent proposes any material change to a Team Member or Key Personnel at any time after shortlisting, or prior to shortlisting as permitted in Section 4.8 and 4.9, the Respondent should notify the Contact Person in writing of such proposed change including sufficient documentation to enable the School District to consider the implications of the proposed change. The School District, in its sole discretion, may accept the change provided that the Respondent has demonstrated to the satisfaction of the School District that the proposed addition, substitution or change will be equivalent or better.

Additions, deletions or changes to the composition of a Respondent team including Key Personnel without the consent of the School District as required above, may result in disqualification of the Respondent.

6.5 Debriefing

After announcement of the Shortlist of Respondents, upon request, the School District will conduct a debriefing for any unsuccessful Respondent. In such a debriefing, only the strengths and weaknesses of that individual Respondent's Response will be discussed. The School District will not disclose or discuss any information, confidential or otherwise, of any other Respondent.

7. GENERAL CONDITIONS

7.1 Confidentiality

Information received by Interested Parties as part of the RFQ phase of the procurement process may be used only for the purpose of submitting a Response to the RFQ. This restriction will survive the procurement process. Interested Parties, Respondents and their Team Members may not make any public comment or carry out any activities to publicly promote their qualifications or interest in the Project except as permitted by this RFQ. If the School District determines, in its sole discretion, that there has been a breach of that confidence by an Interested Party or a Respondent, the School District may decide to not consider the Response of that Respondent further.

The School District will make public the names of all Respondents. Once the Shortlist of Respondents has been approved by the School District, the School District will make public the Shortlist of Respondents and their Prime Members, Prime Member Engineers and Prime Member Subcontractors.

7.2 Ownership of Responses

All documents including Responses submitted to the School District become the property of the School District. Documents will be received and held in confidence by the School District subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia).

7.3 RFQ is Not an Offer

This RFQ does not constitute an offer to enter into a contract with any party nor does it represent a contract or agreement between Interested Parties and the School District. The School District is not bound to award a contract to any party. Neither the acceptance of Responses by the School District nor execution of a DB Agreement constitutes an approval of any activity or work undertaken by any Interested Party or Respondent.

7.4 Acknowledgements by Respondent

By responding to this RFQ and submitting a Response, the Respondent and all Team Members agree and acknowledge that:

- except as permitted under this RFQ, the Respondent will not substitute or replace any Team Member identified in its Response;
- the Respondent and its Team Members have read, understood, and agree to the provisions of this RFQ;
- the School District takes no responsibility for the accuracy, sufficiency or completeness of any information supplied during this stage of the Project; and
- the School District will not be responsible for any costs incurred in responding to this RFQ.

7.5 Rights of School District

The School District is not bound to evaluate or respond to questions from Interested Parties or Respondents or to evaluate or accept any submission or Response. The School District reserves the right, in its sole discretion, to:

- clarify the terms or contents of this RFQ at any time;
- amend this RFQ by Addenda;
- determine a Shortlist of Respondents based on this RFQ;
- verify any and all information regarding a Respondent, whether or not it is contained in the Response, and to conduct any background investigations that it considers necessary in the course of the evaluation of the Responses;
- request clarification of Responses or request and receive further information from any or all Respondents;
- waive any irregularity or deficiency in a Response or any failure to comply with the criteria described in this RFQ that, in the sole discretion of the School District, is deemed not to be material; and
- amend the procurement schedule and suspend, postpone or cancel any part or phase of this procurement process at any time and for any reason.

7.6 Costs are Responsibility of Respondents

All costs incurred by Interested Parties, Team Members and Respondents in the preparation and submission of a Response will be the responsibility of that Interested Party, Team Member or Respondent including all costs related to all questions and answers, requests for clarification or further information and interviews.

The School District shall not be liable for any costs or damages incurred by the Interested Parties, Team Members or Respondents during this RFQ phase. Without limitation, the School District is not liable for, and Interested Parties, Team Members and Respondents waive any claim against the School District, for any costs, loss, damages or loss of anticipated profits including those that result from: disqualification or rejection of a Response; a Respondent not being shortlisted; or, the postponement or cancellation of the RFQ or the procurement process.

The School District and its respective representatives, agents, consultants and advisors will not be liable to any Interested Party, Respondent or any Team Member of a Respondent, for any claims, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred or sustained by the Interested Party, Respondent, Team Member or any individual member of an Interested Party or Respondent in preparing a Response, or any other activity related to or arising out of this RFQ.

7.7 No Collusion

Respondents and their representatives must not communicate, directly or indirectly, with any representatives of another Respondent regarding their Responses. It is the responsibility of each Respondent to ensure these requirements are met.

7.8 No Contact or Lobbying

Interested Parties and Respondents should not contact any of the following persons, directly or indirectly, with respect to the Project or the procurement process:

- any Restricted Parties other than the Contact Person;
 - any School District staff; or
 - any member of the Board of Education of the School District.
-

APPENDIX A

GLOSSARY OF TERMS

Throughout this RFQ, terminology is used as follows:

“Addendum” or “Addenda” means each and every written document issued by the Contact Person for the purpose of amending this RFQ;

“Closing Time” means the time and date identified in the Summary of Key Information before which Responses must be received by the School District;

“Data Room” means the virtual data room identified in this RFQ in which documents and information concerning the Project will be made available to Interested Parties;

“DB Agreement” means the design-build agreement to be executed by the Preferred Proponent and the School District for the design and construction of the Project;

“Design-Builder” is the Preferred Proponent which executes the DB Agreement with the School District;

“Contact Person” is the School District’s representative for purposes of this RFQ phase of the procurement process;

“Fairness Monitor” means the independent person designated by the School District to monitor the procurement process;

“Interested Party” means a party which is interested in the Project and which may register with the School District in order to receive further information concerning the Project;

“Key Personnel” means the personnel identified by a Respondent in its Response who are proposed to have a significant role in the Project and who will be assigned to the Project;

“Preferred Proponent” means the Proponent selected by the School District pursuant to the RFP to enter into the DB Agreement;

“Prime Member” means the following Team Members:

- architect;
- and,
- project manager/general contractor.

“Prime Member Engineer” means the following Team Members:

- civil engineer;
- structural engineer;
- mechanical engineer; and
- electrical engineer.

“Prime Member Subcontractor” means any subcontractor who proposes to undertake work with a value of more than 10% of the estimated Project construction costs.

“Project” means the design and construction of the facilities described in this RFQ;

“Proponent” means a Respondent which has:

- been shortlisted by the School District pursuant to this RFQ;
- signed a confidentiality agreement;
- received and reviewed the form of DB Agreement;
- submitted an undertaking to submit a Proposal; and
- submitted the Security Deposit to the School District;

“Proposal” means the submission received by the School District from a Proponent in response to the RFP;

“Proposal Security” means the financial security to be submitted to the School District by a Proponent with its Proposal in the form required by the RFP;

“Response” means a submission responding to this RFQ and includes any other information submitted in response to this RFQ in accordance with the terms of this RFQ;

“Respondent” means an Interested Party which has submitted a Response to this RFQ;

“RFP” means the Request for Proposals for the Project that will be issued by the School District to the shortlisted Respondents;

“RFQ” means this Request for Qualifications for the Project and amended by the School District including any Addenda as distributed;

“School District” means the Board of Education of School District No. 62 (Sooke);

“Security Deposit” means the financial security to be submitted by a shortlisted Respondent to the School District in accordance with this RFQ;

“Shortlist” means the list of Respondents possessing the qualifications described in this RFQ and selected by the School District in accordance with the terms of this RFQ;

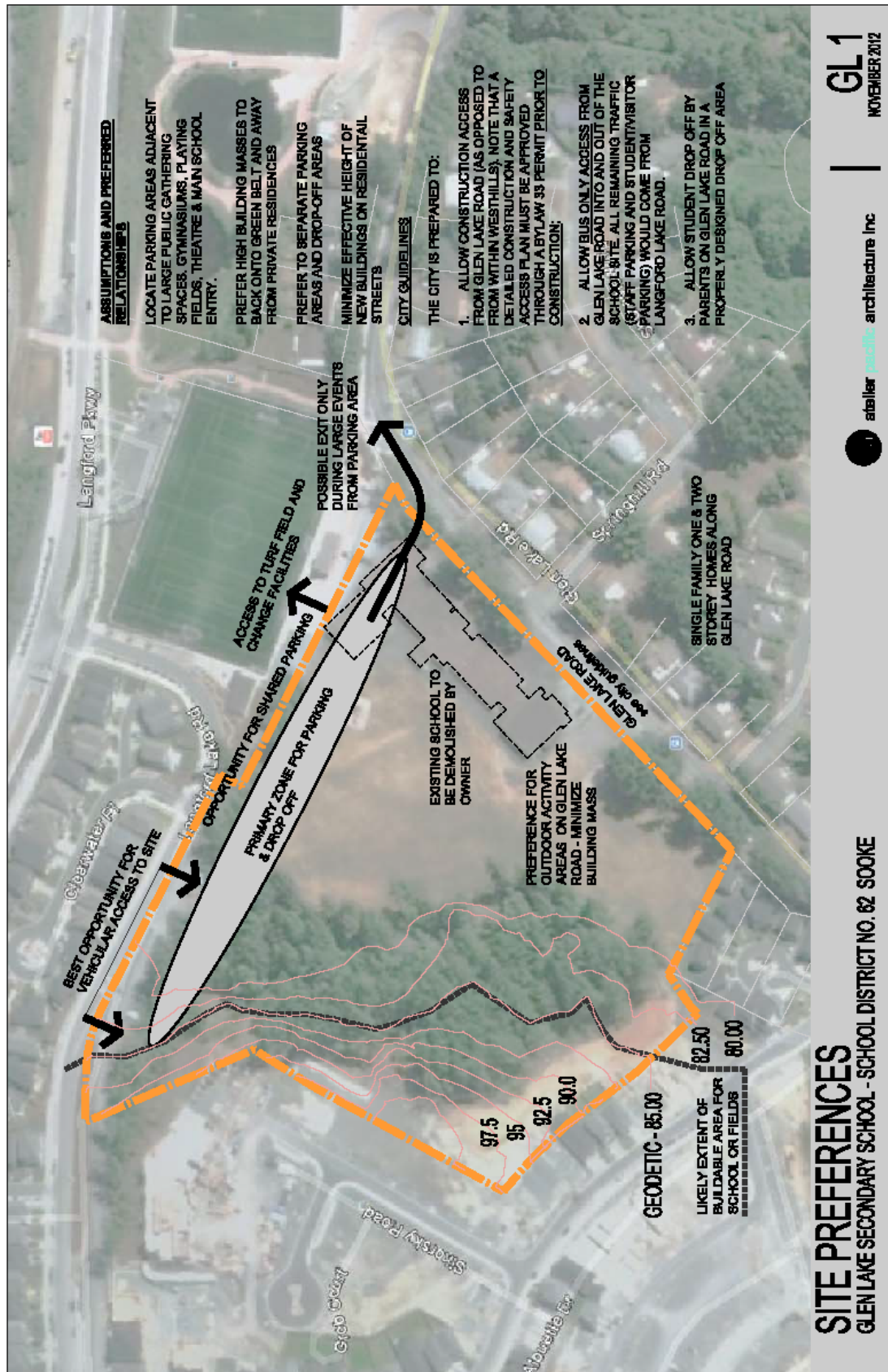
“Submission Location” means the address and location identified in the Summary of Key Information for this RFQ;

“Team Member” means any sole proprietorship, corporation, firm or partnership that participates as part of a Respondent’s team..

APPENDIX B

GLEN LAKE SITE INFORMATION





APPENDIX C

DESIGN AID SHEET

APPENDIX D

RESPONSE FORMS

Interested Party Registration Form

Respondent Declaration

Prime Member, Prime Member Engineer and Prime Member Subcontractor Declaration

Conflict of Interest Declaration

Bonding Undertaking

Insurance Undertakings

Commercial General Liability; and

Professional Liability

Registration Form – Interested Parties Request for Qualifications (RFQ) Glen Lake Secondary School Design-Build Project

Upon receipt of this registration form, Interested Parties will be provided access to the Data Room for the Project and will receive further information and any Addenda to this Request for Qualifications. Any Addenda will also be posted on BC Bid.

Please complete this registration form and return it by email or fax immediately to:

GLEN LAKE SECONDARY SCHOOL DESIGN BUILD PROJECT

School District No. 62 (Sooke)

Attention: **Jim Alkins, Project Advisor**

Email: jim.apsi@gmail.com

Facsimile: (250-474-9850)

Company Name: _____

Address: _____

Contact Person: _____

Phone: _____ Fax: _____

E-mail: _____

I authorize the Contact Person to send any further information and any Addenda concerning this Request for Qualifications by the following method:

- | | |
|-------------------------------|---------------------------------------|
| <input type="radio"/> E-Mail | E-Mail address as shown above |
| <input type="radio"/> Fax | Fax number as shown above |
| <input type="radio"/> Courier | Collect Courier Name & Acct. #: _____ |

Signature: _____ Title: _____

Date: _____

Parties choosing not to return this registration form will not be provided access to the Data Room and will not receive direct distribution of any further information or Addenda to this Request for Qualifications.

RESPONDENT DECLARATION

[Respondent's Letterhead]

To: The Board of Education of School District No. 62 (Sooke)

**Re: The Request for Qualifications ("RFQ")
Glen Lake Secondary Design-Build Project**

The undersigned Respondent declares the following to be true:

(a) We have received, read, examined and understood the entire RFQ and Addenda from Addendum ____ to and including Addendum ____ issued by the School District.

(b) Our Prime Members, Prime Member Engineers and Prime Member Subcontractors are familiar with and understand the RFQ and all Addenda issued by the School District.

(c) We agree, and our Team Members have agreed to all of the terms and conditions of the RFQ, including any Addenda.

(d) Our Response is submitted in response to the RFQ and we agree, and our Team Members have agreed to be bound by all statements and representations made in this Response.

(e) None of the Prime Members in our Response are providing the same Prime Member services to any other Respondent team.

(f) Each of the Key Personnel has agreed to participate with the Respondent in the respective roles named in our Response and, if the Respondent is selected as the Preferred Proponent, we agree that the Respondent will secure the Key Personnel and the availability and resources of those Team Members for the Project unless changed as permitted in accordance with section 6.4.

(g) The contact of the Respondent listed in our Response has the full authority to represent the Respondent and each Team Member in any and all matters related to the Response, including but not limited to providing clarifications and additional information that may be requested in associated with the Response.

(h) We consent, and our Team Members have consented, to the School District contacting any sources that it deems appropriate in accordance with the RFQ including for the purpose of verifying the information contained in our Response.

(i) The Respondent is a duly organized, validly existing legal entity lawfully entitled to carry on business in British Columbia.

Date: _____, 2013

Legal Name of Respondent: _____

Name of Authorized Signatory: _____

Signature: _____

Witness: _____

Telephone: _____

Facsimile: _____

Email: _____

PRIME MEMBER/ PRIME MEMBER ENGINEER / PRIME MEMBER SUBCONTRACTOR DECLARATION

[Prime Member's Letterhead]

[Prime Member's / Prime Member Engineer's / Prime Member Subcontractor's Letterhead]

[Each Prime Member / Prime Member Engineer / Prime Member Subcontractor to provide]

To: The Board of Education of School District No. 62 (Sooke)

**Re: The Request for Qualifications ("RFQ")
Glen Lake Secondary Design-Build Project**

The undersigned Prime Member / Prime Member Engineer / Prime Member Subcontractor declares the following to be true:

(a) I/we are familiar with and understand the RFQ and all Addenda issued by the School District and agree to be bound by all of the terms and conditions of the RFQ, including any and all Addenda.

(b) I/we have agreed to participate as a Prime Member / Prime Member Engineer / Prime Member Subcontractor of the Respondent named below.

(c) If a Prime Member, I/we are not providing the same Prime Member services to any other Respondent team that we are providing to the Respondent named below.

(d) In the event that the Respondent is shortlisted by the School District and is subsequently invited by the School District to enter into an agreement with the School District for the design and construction of the Project, I/we will, throughout the foreseeable duration of the procurement process and during the Project:

- make our resources available to the Respondent in the manner anticipated by the Response;
- ensure that the Key Personnel will be available to serve in the role named in the Response.

(e) I/we agree that the Respondent's authorized representative, as identified on the Respondent Declaration has full authority to represent the Prime Member / Prime Member Engineer / Prime Member Subcontractor named below in all matters related to the Response including but not limited to providing clarifications and additional information that may be requested in connection with this RFQ.

(f) I/we consent to the School District contacting any sources that it deems appropriate in accordance with the RFQ including for the purpose of verifying the information contained in the Response.

Date: _____, 2013

Legal Name of Respondent: _____

Legal Name of Prime Member/ Prime Member Engineer / Prime Member Subcontractor:

Name: Authorized Signatory for Prime Member/ Prime Member Engineer / Prime Member

Subcontractor: _____

Signature: _____

Telephone: _____

Facsimile: _____

Email: _____

CONFLICT OF INTEREST DECLARATION

To: The Board of Education of School District No. 62 (Sooke)

**Re: The Request for Qualifications (“RFQ”)
Glen Lake Secondary School Design-Build Project**

The Respondent declares that:

(a) the Respondent has reviewed the list of parties which are not eligible to participate as members of any Respondent team in Section 4.10 of the RFQ (the “Restricted Parties”); and

(b) the following is a full disclosure of all relationships that the Respondent and any of its Team Members, has with:

- any Restricted Parties or their current or former employees, shareholders, directors or officers; or
- any employees (both current or former) of the School District or individuals of firms who have been involved in the procurement process for the Project, or in the design, planning or implementation of the Project,

that constitute or could give rise to a conflict of interest or unfair advantage, real or perceived, which exists now or may reasonably arise in the future, with respect to the Project.

Name of Restricted Party/ other restricted persons	Nature of the Respondent’ relationship with the listed Restricted Party / other restricted person (e.g., Team Member X of the Respondent was an advisor to the Restricted Party Y from 2005-6)

Date: _____, 2012

Legal Name of Respondent: _____

Authorized Signatory for Respondent: _____

Signature: _____

Witness: _____

BONDING UNDERTAKING

FOR REQUEST FOR QUALIFICATIONS

DATE: _____, 2012 NO.: _____

TO: The Board of Education of School District No. 62 (Sooke)

**Re: The Request for Qualifications (“RFQ”)
Glen Lake Secondary School Design-Build Project**

We _____ (Name of Surety) a corporation created and existing under the laws of Canada and duly authorized to transact the business of Suretyship in Canada as Surety, are the Surety for _____ (Company Name). Our client has demonstrated to us in the past an ability to complete its projects in accordance with the conditions of its contracts and we have no hesitation in recommending its services to you.

Our client wishes to be prequalified as a Respondent on the captioned project, which we understand will require a Performance Bond in the approximate amount of SIXTEEN MILLION DOLLARS (\$16,000,000.00) and a Labour and Material Payment Bond in the approximate amount of SIXTEEN MILLION DOLLARS (\$16,000,000.00). Based on the limited information available at this time and subject to our assessment of the **Glen Lake Secondary Design-Build Project** and our client's work program at the time of submission of its Response, we do not anticipate a problem in supporting the captioned Project and supplying the requisite bonds if asked to do so. However, the execution of any bonds will be subject to an assessment of the final contract terms, conditions, financing and bond forms by our client and ourselves.

If we can provide any further assurances or assistance, please don't hesitate to call upon us.

(Name of Surety)

____ (Seal)

Attorney – In – Fact

INSURANCE UNDERTAKINGS

UNDERTAKING OF COMMERCIAL GENERAL LIABILITY INSURANCE

REQUEST FOR QUALIFICATIONS

Name of Respondent submitting A RESPONSE TO THE REQUEST FOR QUALIFICATIONS:

We, the undersigned, as authorized representatives on behalf of _____ do hereby undertake and agree to provide "Wrap-Up" Commercial General Liability insurance in the amount of **TEN MILLION DOLLARS (\$10,000,000.00)** inclusive per occurrence, **TWENTY MILLION DOLLARS (\$20,000,000.00)** general aggregate for bodily injury, death, and damage to property including loss of use thereof, product/completed operations liability with a limit of **TEN MILLION DOLLARS (\$10,000,000.00)** annual aggregate for the GLEN LAKE SECONDARY SCHOOL DESIGN-BUILD PROJECT, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 62 (Sooke).

Dated at _____

This _____ day of _____ 2012

SIGNED: _____

(Duly Authorized Representative of Insurance Company)

INSURANCE UNDERTAKINGS

UNDERTAKING OF PROFESSIONAL LIABILITY INSURANCE

REQUEST FOR QUALIFICATIONS

Name of Respondent submitting A RESPONSE TO THE REQUEST FOR QUALIFICATIONS:

We, the undersigned, as authorized representatives on behalf of _____ do hereby undertake and agree to provide Professional Errors and Omissions Liability insurance in the amount of not less than **TWO MILLION DOLLARS (\$2,000,000.00)** inclusive of any one claim for the GLEN LAKE SECONDARY SCHOOL DESIGN-BUILD PROJECT, subject to underwriting.

If such a policy is written, a certified copy of the policy will be provided to THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 62 (Sooke).

Dated at _____

This _____ day of _____ 2012

SIGNED: _____

(Duly Authorized Representative of Insurance Company)
