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Request for Proposal
PRIME CONSULTANT SERVICES

for

“New Sherwood Elementary K-6 School Project”
Charlottetown

Prince Edward Island

Project Number: 493-17093

Date for Submission of Proposals: Prior to 2:00 p.m. Thursday, July 4, 2019

Prepared by:

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June 11, 2019

TABLE OF CONTENTS

| | |
|---|---------|
| 1. INTRODUCTION | Page 3 |
| 2. DESIGN CONSIDERATIONS | Page 4 |
| 3. SCHEDULE | Page 8 |
| 4. CONSULTING SERVICES | Page 9 |
| 5. COMMISSIONING | Page 13 |
| 6. INSURANCE AND INDEMNIFICATION | Page 14 |
| 7. DRAWINGS, DOCUMENTS AND COPYRIGHT | Page 15 |
| 8. TERMS AND CONDITIONS OF THE RFP PROCESS | Page 16 |
| 9. PROPOSAL SUBMISSION AND CONTENT | Page 24 |
| 10. EVALUATION | Page 26 |
| 11. FORM OF AGREEMENT | Page 28 |
| 12. ADDITIONAL INFORMATION | Page 28 |
| APPENDIX “A” - KEY PROFESSIONAL SUMMARY FORM | Page 30 |
| APPENDIX “B” – FINAL SPACE PROGRAM | Page 32 |
| APPENDIX “C” – PRELIMINARY SITE PLAN CONCEPT WITH PROPOSED BUILDING LOCATION | Page 33 |

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

1. INTRODUCTION

- 1.1 The Departments of Education and Livelong Learning (ELL) and Transportation, Infrastructure and Energy (TIE) intend to proceed with the construction of a new K-6 elementary school to replace the existing Sherwood Elementary School. It is the intent to construct the new school on the same site as the existing Sherwood Elementary School.

The existing Elementary School houses grades K-6 and the current enrollment is 506 students. The space program (which has been finalized) will allow for an enrollment at 650 students in order to meet projected growth in the area.

The existing school was built in the mid 1950's and is approximately 59,500 sq.ft.

This proposal call covers consulting services for the construction of a new Sherwood K-6 school, the demolition of the existing Sherwood School (separate tender) and the design of all associated staff and visitor parking lots, bus drop off areas and the establishment of green space designated areas. A small soccer field will also be required.

- 1.2 The space program has been approved by the School Planning Committee and is attached as Appendix "B".
- 1.3 TIE are proposing to have the new school constructed on the same site, as was considered the preference by representatives of the planning committee; an L shaped design around the existing school has been considered. Planning will also need to consider a suitable location for construction laydown areas, access, and security fencing to allow co-habitation and daily operations, construction areas and the existing school.
- 1.4 This Request for Proposal covers the provision of Prime Consulting Services for the design and construction of a new K-6 Elementary School. The project will include, but not be limited to:
- All new school construction. The site is limited in size at 6 acres. The design team is to assume a 3 story classroom area (and associated ancillary spaces) will be required. TIE is currently in negotiation with the City of Charlottetown to acquire an additional .89 acres of land behind Cody Banks Arena. This parcel could feasibly be used for a small 50m x 80 m K-6 soccer field.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- Existing school and site demolition and new site work required to redevelop the property, including but not limited to planning for staff and visitor parking, parent drop-off and bus drop-off considerations re-routing and final re-configuration.
- Planning and design of various playgrounds areas for different grade levels is to be included; green space for a small elementary sized soccer field is also to be included (50mX80m).
- Storm water management plan for roof drainage and potential site water management changes to the existing site. (This would be a requirement as well by the City of Charlottetown.)
- The creation of separate tender packages to accommodate construction management processes, including a separate tender package nearing the end of the project to demolish the existing Sherwood Elementary School will be required. It is anticipated that demolition of the existing school would occur once the new school has been built and occupied. TIE will be responsible to provide the Architect with a complete hazardous materials assessment of the existing Sherwood School (and as built of the existing school as applicable).
- The complexity of this build will likely result in phasing planning during construction, demolition and site work.
- All necessary coordination/reporting to satisfy the regulatory requirements and guidelines of relevant Authorities Having Jurisdiction (AHJ).

1.5 The PEI Department of Transportation, Infrastructure and Energy is identified by various terms in this RFP; which may include TIE, Owner, Client, Department, etc.

2. DESIGN CONSIDERATIONS

- 2.1 Planning and design must take into account and consider issues related to:
- Site constraints: The existing school property is approximately 6 acres. A preliminary site plan concept has been developed by TIE to demonstrate a possible configuration of the new school constructed around the existing school. (Refer to Appendix “C”).
 - The new building is to be built on the site while the existing school remains operational during construction. Once the new building is completed, the existing school is to be demolished and site work

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

completed (including any changes to parking lots, play areas, access points, etc.)

- Student & public safety are critical on this project. The Public Schools Branch (PSB) and Sherwood School administrators are aware of the plan. It will likely be necessary to erect an eight (8) ft. high chain link fence around the entire construction zone to ensure student use areas are well cordoned off from the construction zone. TIE are in negotiation with the City of Charlottetown in hopes of acquiring an additional .89 acres behind Cody Banks Arena. In TIE's preliminary site plan concept, this area could potentially be used as a construction contractor laydown area during the construct phase. Construction site access will also need to be considered.
- Operational constraints: The design should be mindful of required operations of the existing school on the site and coordination to allow ongoing operation for the delivery of student curriculum throughout the construction phase of the project. Depending on the outcome of the design, phasing and sequencing will need to be part of the design discussions with the planning committee ensuring that planned construction strategies are possible to allow continued operation during construction.
- The building is to be designed / constructed to conform to the most recent edition of the National Building Code and requirements of local bylaws/Authority Having Jurisdiction.
- Energy Efficiency:
It is the intent of this project to meet or exceed the National Energy code for Buildings 2011.
- Project budget and schedule
- The Owner will retain a Geo-technical Consultant to carry out any required subsurface investigations and material testing.
- The Owner will provide a topographic site survey.
- The Owner will provide a complete hazardous materials assessment of the existing Sherwood Elementary School.

2.2 The project will be constructed utilizing a Construction Management approach, rather than the traditional design followed by lump sum general contract tender and contract. A separate RFP covering provision of the Construction Management services will be issued and a Construction Manager will be selected to work with the Owner, Prime Consultant and User Groups, as well as act as an Agent to the Owner.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

Multiple tenders will be called for various components/trades associated with delivering the project, individual contracts will be signed between the Owner and the successful bidder.

The form of contract for the Construction manager will be CCDC 5A-2010, services provided by the Construction Manager will include:

- Provision of industry based cost estimates
- Preparation of project and construction schedule
- Advice during concept development and design related to alternative methods of construction and cost implications
- Advice on scope of various tender packages
- Preparation of scope of work descriptions for trade tender packages
- Printing and assembly of trade tender packages
- Issuing addenda prepared by Consultant team
- Provision of site services and facilities for trade contractors
- Site Health & Safety program
- Site clean-up, temporary power & heat
- Inspection of work completed by trade contractors and notification to Consultant team of noted deficiencies
- Provide consultant team with advice related to progress claims
- Assist the Owner & Consultant team with negotiating changes
- Organize and chair site construction meetings
- Ensure record drawings and maintenance manual submissions are complete
- Coordination of training for Owner's personnel
- Participate in the one year warranty

2.3 The Construction Manager will provide the Prime Consultant with a scope of work description for each tender package, as well as provide input in what documents are required for each tender package.

2.4 The construction budget for the new Sherwood Elementary K-6 School, including construction, site work, demolition of the existing school, on-site construction management costs and building construction contingencies is approximately \$18.7M (excluding HST) for the project. A construction start during the summer/fall of 2020 is required.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

2.5 Cost efficiency, future flexibility and facility durability are major factors to be addressed during planning, design and specification for this project, however, the Consultant team will be required to provide options and recommendations. This is also to be considered for sustainability – particularly with regards to water efficiency, energy efficiency, material selection and indoor environmental quality.

2.6 Budget control will require accurate cost estimates at appropriate stages of design. The Consultant Teams' cost estimator is to provide a Class "C" estimate at the end of the Schematic Design phase, to confirm the cost of the recommended option. This estimate is to be updated with a Class "B" estimate by the Consultant Team at the end of the design phase prior to tendering (when the tender documents phase is 90% complete). If the design should exceed current budget allocations at any portion of the project process, it will be the design teams responsibility to modify the design in consultation with the Owner and User groups to bring the project estimate back to the original budget.

To assist in providing current accurate estimates that reflect local market conditions, the Consultant team is expected to work closely with the Construction Manager. The Construction Manager will provide additional current industry based cost estimates; which reflect sequencing requirements and cost options for various alternatives on an ongoing basis throughout the design and tendering phase.

2.7 The Owner will be retaining the services of an Independent Commissioning Agent through an RFP process for this project. The Commissioning agent will help develop the Owner's Project Requirements (OPR) and it is expected the design team will work effectively and responsibly with the Owner's appointed Commissioning Agent throughout the duration of the project.

It is the intent that the Commissioning Agent firm shall therefore be entirely separate and independent of the design team and shall not be an employee, subsidiary, partner or sister company to any consultant or sub-consultant of the design team (the Prime Consultant's or Sub-Consultant's team).

2.8 The Owner will also be retaining the services of an independent Energy Modeling Consultant to assist with planning, specifying, increasing consultant and client awareness, reviewing design elements and providing energy modeling services. The successful Consultant team shall provide the Modeler with all design information required throughout the design and construction process in order to accurately model the building based on the current state of the design.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

The building will be monitored by the Modeler during the warranty period to determine actual building energy performance. The Consultant shall coordinate the Modeler to provide all provisions for measurement and verification of the building contract documents. The Consultant shall include a budget line item in the building cost estimate for costs related to measurement and verification.

- 2.9 TIE has implemented a Consultant Performance Evaluation which is completed at the end of each project (and at interim periods for projects of a multi-year duration). These evaluations may be used, in part, as a reference to evaluate the Consultant for future TIE Professional services contracts.

3. SCHEDULE

Subject to provision of funding it is anticipated the project will be implemented to meet the following milestones, where possible, target dates are to be improved:

| | |
|--|---------------------------------|
| 1. Consultant Selection | Mid July, 2019 |
| 2. Consultant Familiarization with Project Requirements, Space Program and User Groups | July 18 – August 1, 2019 |
| 3. Schematic Design | August 2 – October 4, 2019 |
| 4. Design Brief and Cost Estimate | Mid October, 2019 |
| 5. Design Development | Mid October – November 29, 2019 |
| 6. Complete Construction Documents (including all necessary client and Construction Manager reviews) | December 2, 2019 – May 22, 2020 |
| 7. Bidding and Negotiations: Tender Packages Issued | May 25 – July 17, 2020 |
| 8. Construction | July, 2020 – March, 2022 |

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

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|---|--------------------------|
| 9. Commissioning & Training | April – May, 2022 |
| 10. Occupancy | June, 2022 |
| 11. Tender Demolition of Existing School | March, 2022 |
| 12. Award of Demolition Contract | April, 2022 |
| 13. Complete Demolition | Late June - August, 2022 |
| 14. Complete Balance of School Site work | August – October, 2022 |

4. CONSULTING SERVICES

4.1 The fundamental relationship of openness, trust, and confidence between the Consultant, TIE, the Construction Manager, the Commissioning Agent, the Energy Modeler and the Department of Education and Lifelong Learning is an inherent part of this Request for Proposal and the Consultant Agreement. The Consultant shall employ its best efforts to perform the Work diligently and in an expeditious, economical, and financially prudent manner, consistent with the best interests of TIE, the Department of Education and Lifelong Learning and the Province of PEI.

4.2 Proposals submitted for Consulting Services for the new Sherwood Elementary K-6 School Project shall include architectural and engineering consulting services in accordance with the schedule of standard services per RAIC Document 6. In addition, the following services shall be provided:

- .1 Meet with Project Planning Committee and Department User Group to review the space program, schedule, user expectations and project requirements/restraints.
- .2 Development of schematic design, followed by presentation to user groups, review and subsequent revisions.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- .3 Development, presentation and subsequent revisions of concept plans to the user groups, followed by presentation to the Planning Committee and two public or general staff meetings.
- .4 The Consultant shall allow for the production (hardcopy and PDF versions) of four presentation style coloured drawings at the end of the design development process: floor plan, exterior elevations, 3D massing on site.
- .5 Preparation of Design Brief, as well as Class “C” and “B” cost estimates, as described in paragraph 2.6, based on design and construction in accordance with the latest edition of the National Building Code, as well as the National Energy Code 2011 and the requirements as laid out in 2.1 under Energy Efficiency.
- .6 The Consultant is to participate with the Construction Manager in their preparation of the construction phasing planning schedule and plan, required to facilitate provision of construction activities. This plan shall be a tool for both operational functionality and constructability discussions with TIE, the Construction Manager and the User groups at each design stage and through the construction.
- .7 Preparation of construction tender and contract documents for multiple trade packages (including interior signage and wayfinding).
- .8 Preparation of addenda and addressing bidder queries during multiple tender calls.
- .9 Review of contractor tender submissions and recommendations related to construction contract awards.
- .10 Comply with the City of Charlottetown building construction requirements.
- .11 Comply with the Provincial and local communities (City of Charlottetown) building construction requirements, including the completion/submission of all the necessary compliance certificates required by the municipality, authority having jurisdiction and governing bodies. (This may include a storm water management plan as requested.)
- .12 Full Contract Administration Services during construction, including, but not necessarily limited to:

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- Review and coordination of shop drawings;
- Review/response of trade contractors' "Requests for Information (RFI's);
- Review of trade contractors' progress claims and recommendation for approval of same (including preparation of CO's);
- Preparation of sketches and strategies to resolve on-site construction issues;
- Assist in construction phasing/sequencing strategies with the Owner, users, Construction manager and contractors.
- Production, coordination, review, recommendation for approval, and logging of CA-related documents such as RFI's, Change Orders, Contemplated Change Notices, Supplemental Instructions (SI's), Consultant Site Reviews, Deficiency Lists/Reviews, Warranty Claim Lists/Reviews, etc.
- Use of RFORM for the tracking and management of the project may be used.

.13 **The Prime Consultant and Sub-Consultants shall attend site meetings and execute field reviews/general reviews at intervals appropriate to the stage of the construction** that the Consultants, in their professional discretion, consider necessary to become familiar with the progress and quality of the Work and to determine that the Work is in general conformity with the construction contract documents, and so report, in writing, to the client, contractor and chief building official. These are to meet, at the least, the following minimums as it relates to site reviews (attendance to site meetings may require more frequent presence):

- A representative of the Prime Consultant, who is knowledgeable about the project, shall attend all scheduled site construction meetings and carry out a review of the work when completed. A monthly written report shall be prepared and submitted to the Owner.
- A representative of the structural consultant, who is knowledgeable about the project, shall complete a minimum of five (5) site reviews of the work and provide the owner with a written report for each review, within three (3) business days of the site review meeting.
- A representative of the civil consultant, who is knowledgeable about the project, shall complete a minimum of six (6) site reviews

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

of the work and provide the owner with a written report for each review, with three (3) business days of the meeting.

- A representative of the mechanical consultant, who is knowledgeable about the project, shall complete a minimum of twelve (12) site reviews of the work and provide the Owner with a written report for each review, within three (3) business days of the meeting.
- A representative of the electrical consultant, who is knowledgeable about the project, shall complete a minimum of nine (9) site reviews of the work and provide the Owner with a written report for each review, within three (3) business days of the meeting.

****Note: The site visits for the Civil and Structural Consultants required above must be sufficient to ensure all necessary reviews and oversight related to the site prep, forming and placing of the concrete.**

The structural, civil, mechanical and electrical site reviews shall be carried out at appropriate times based on the project status, billing approval requirements, arising site issues, etc.

In addition to the above reviews, representatives of the Prime Consultant, Structural, Civil, Mechanical and Electrical Consultants, **shall complete a final review of the work for each trade package**, in conjunction with a review of the deficiencies identified by the trade contractors, and **prepare a final, comprehensive deficiency list for each trade package** which they will then re-review on site once the Contractor has made all necessary corrections. This will be in addition to any deficiencies noted in the commissioning report.

The final review of the Work by Mechanical and Electrical Engineers shall be completed following commissioning of equipment and systems by the Contractors.

Representatives of the Prime Consultant, Structural, Civil, Mechanical and Electrical Consultants shall also arrange for and complete a warranty inspection, in the presence of TIE and Building Management Staff, during the eleventh month following substantial performance. Each consultant shall prepare a list of outstanding deficiencies or warranty items, within four (4) business days of the warranty inspection.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- .14 Travel, telephone, fax, courier charges and internal printing as well as printing required for review and presentation/meetings.
- .15 Final reviews, preparation of deficiency lists for multiple trade packages, start up assistance, systems performance review and verification of electrical / mechanical equipment and systems. System commissioning and operations training is the responsibility of the related Trades Contractors and their sub-contractors. The appropriate Consultant will be expected to witness and report on the completeness of system verification working in collaboration with the Owner's appointed Commissioning Agent.
- .16 Attendance, coordination and verification of seasonal (spring, summer, fall, winter) commissioning activities required under the construction contract.
- .17 Review of warranties, processing and coordination of warranty claims and the production of required one year warranty inspection(s) and reports.

4.3 Proposals are **NOT** to include costs associated with the following:

- .1 Printing tender documents.
- .2 Project scheduling during construction
- .3 HST
- .4 Site survey.
- .5 Geotechnical investigation.
- .6 Full time site inspection.
- .7 Environmental and hazardous materials assessment (of existing Sherwood Elementary School).

5. **COMMISSIONING**

- 5.1 The Owner will be retaining the services of an Independent Commissioning Agent through an RFP process for this project. The Commissioning Agent will help develop the Owner's Project Requirements (OPR) and it is expected the design team will work effectively and responsibly with the Owner's appointed Commissioning Agent throughout the duration of the project.

It is the intent that the Commissioning Agent firm shall therefore be entirely separate and independent of the design team and shall not be an employee,

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

subsidiary, partner or sister company to any consultant or sub-consultant of the design team (the Prime Consultant's or Sub-Consultant's team).

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance General

The Consultant shall, without limiting its obligations or liabilities herein, and at its own expense, provide and maintain the following insurances as described elsewhere in Article 6 of this agreement with insurers in forms and amounts acceptable to the Client.

All of the foregoing insurance shall be primary and not require the sharing of any loss by any insurer of the client nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund.

A Certificate(s) of Insurance and any renewals thereof, shall be furnished to the Client prior to commencement of work by the Consultant and must be updated as required during the Term.

The policies required by this Agreement shall be in a form and with insurers satisfactory to the Client. Default of delivery or receipt by the client shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

6.2 Commercial General Liability

The Consultant shall have Commercial General Liability coverage in and amount not less than Three Million (\$3,000,000.00) Dollars inclusive per occurrence against bodily injury and property damage. The Client is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:

- Blanket Written Contractual Liability;
- Personal injury Liability;
- Non-owned Automobile Liability;
- Cross Liability;

Commercial General Liability insurance shall be endorsed to provide the Government with thirty (30) days advance written notice of cancellation or material change and fifteen (15) days notice in the event of non-payment.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

6.3 Professional Liability Insurance

The Consultant shall provide and maintain professional liability insurance for errors and omissions, subject to limits of not less than Three Million (\$3,000,000.00) Dollars on a claim made basis, with Three Million (\$3,000,000.00) Dollars in the aggregate per year. Such insurance shall continue for a term of two (2) years following final acceptance of the project work.

6.4 Deductible Amounts

The Consultant, its consultants and sub-consultants, as applicable, shall be responsible for any deductible amounts that may be payable subject to any insurance policy maintained or purchased with respect to the Agreement.

6.5 Required Additional Insurance

The Consultant and each sub-consultant shall provide, at their own expense, any additional insurance which they may be required by law to provide.

6.6 Supplementary Insurance

The Consultant may provide, at its own expense, any additional or supplementary insurance that the Consultant considers necessary or in its best interest.

6.7 Indemnification

The Consultants shall indemnify and hold harmless the Client, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of work (herein called the “claims”), provided that any such claim is caused in whole or in part of any act, error or omission, including but not limited to those of negligence of the Consultant, or anyone directly or indirectly employed by the Consultant or anyone for whom the Consultant is legally responsible.

7. DRAWINGS, DOCUMENTS, AND COPYRIGHT

7.1 The Architect/Engineer shall provide the Client with editable CAD files (in AutoCAD 2013 version) and PDF files of drawings and specifications of the project. This shall include all Documents including addenda at the end of the tendering phase.

7.2 The documents noted above shall be provided to the Client in .dwg or .dxf format.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- 7.3 Any and all information knowledge or data made available to the Consultant as a result of this agreement shall be treated as confidential information. The Consultant will not directly or indirectly disclose or use it for purposes unrelated to the agreement at any time without first obtaining the written consent of the client, unless the information, knowledge or data is generally available to the public.
- 7.4 The parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as a result of this Agreement; as well the design, drawings and specifications are the exclusive property of the Client and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this agreement, by the Consultant, its employees, agents, servants or others for whom the Consultant is responsible, without the written consent of the Client.
- 7.5 The Parties agree that the Client owns the copyright on all aspects of the project including all manner of data as set out above and including all software developed as a result of the work.
- 7.6 The Consultant relinquishes all rights to the work created pursuant to this agreement, including all rights, including moral rights otherwise accruing to the Consultant pursuant to the Copyright Act, R.S.C. 1985, C-42.

8. TERMS AND CONDITIONS OF THE RFP PROCESS

8.1 General Information and Instructions

8.1.1 RFP Incorporated into Proposal

All of the provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proponent's proposal. A Proponent who submits conditions, options, variations or contingent statements inconsistent with the terms set out in this RFP may be disqualified.

8.1.2 Proponents not to change terminology

Changes to the terminology of this RFP are prohibited.

8.1.3 Proponents to Follow Instructions

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

8.1.4 Language

All proposals are to be in English, or both English and French. If there is a conflict or inconsistency between the English version and the French version of the proposal, the English version of the proposal shall prevail.

8.1.5 No Incorporation by Reference

The entire content of the Proponent's proposal should be submitted in a fixed form, the content of websites or other external documents referred to in the Proponent's proposal but not attached will not be considered to form part of its proposal.

8.1.6 References and Past Performance

In the evaluation process, the Province may include information provided by the Proponent's references and may also consider the Proponent's past performance or conduct on previous contracts with the Province.

8.1.7 Information in RFP Only an Estimate

The Province makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP, received from the RFP contact or issued by way of addenda. Any quantities shown or data, or opinion contained in this RFP; or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general scale and scope of the project. It is the Proponent's responsibility to obtain all the information necessary to prepare a proposal in response to this RFP.

8.1.8 Proponents to Bear Their Own Costs

The Proponent shall bear all costs associated with or incurred in the preparation and presentation of its proposal, including, if applicable, costs incurred for interviews, presentations or demonstrations.

8.1.9 Proposal to be retained by the Province

The Province will not return the proposal or any accompanying documentation submitted by a Proponent.

8.2 Business Registration

Proponents will be required to be registered to carry on business in accordance with applicable laws. For information on the business registration requirements of the Consumer, Corporate and Financial Services Department of Justice and Public Safety, please consult:

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

<https://www.princeedwardisland.ca/en/topic/business-name-registration>

The status of a Proponent's business registration does not preclude the submission of a proposal in response to this RFP. A proposal can be accepted for evaluation, regardless of (i) whether the company is registered, or (ii) whether its business registration is in good standing. However, if the Proponent is selected as the successful Proponent, that Proponent must bring itself into compliance prior to the execution of the Agreement.

8.3 Communication after Issuance of RFP

8.3.1 Proponents to Review RFP

Proponents shall promptly examine all of the documents comprising this RFP, and report any errors, omissions, or ambiguities; and direct questions or seek additional information in writing by email to the RFP Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The Department is under no obligation to provide additional information, and the Department will not be responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the Proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The Department will not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

8.3.2 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If the Department, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated by addendum issued to proponents. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by the Department.

8.3.3 Post-Deadline Addenda and Extension of Submission Deadline

If the Department determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Department may extend the Submission Deadline for a reasonable period of time.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

8.3.4 Verify and Clarify

During the evaluation process, the Department may request further information from the Proponent or third parties in order to verify or clarify the information provided in the Proponent's proposal, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in the RFP Particulars. The Department may revisit and re-evaluate the Proponent's response or ranking on the basis of any such information.

8.4 Execution of Agreement, Notification and Debriefing

8.4.1 Selection of Proponent and Execution of Agreement

The Department will notify the selected Proponent in writing. The selected Proponent shall execute the Agreement identified in this RFP and satisfy any other applicable conditions of this RFP within fifteen (15) days of notice of selection.

8.4.2 Failure to Enter into Agreement

In addition to all of the Department's other remedies, if a selected Proponent fails to execute the Agreement or satisfy any other applicable conditions within fifteen (15) days of notice of selection, the Department may, in its sole and absolute discretion and without incurring any liability, withdraw the selection of that Proponent and proceed with the selection of another Proponent or cancel the RFP Process.

8.4.3 Notification of Outcome of Procurement Process

Once an agreement is executed by the Department with a Proponent, the outcome of the Procurement process will be communicated to unsuccessful proponents.

8.4.4 Debriefing

Proponents may request a debriefing after notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of notification of the outcome of the procurement process. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process or its outcome.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

8.5 Conflict of Interest and Prohibited Conduct

8.5.1 Conflict of Interest

The Department may disqualify a Proponent for any conduct, situation or circumstance, determined by the Department, in its sole and absolute discretion, to constitute a Conflict of Interest.

8.5.2 Disqualification for Prohibited Conduct

The Department may disqualify a Proponent, or terminate an agreement entered into if the Department, in its sole and absolute discretion, determines that the Proponent has engaged in any conduct prohibited by this RFP.

8.5.3 Prohibited Proponent Communications

A Proponent shall not engage in any communications that could constitute a Conflict of Interest.

8.5.4 Proponent not to Communicate with Media

A Proponent may not at any time directly, or indirectly, communicate with the media in relation to this RFP or any agreement entered into pursuant to this RFP without consent of the Department, and then only in coordination with the Department.

8.5.5 No Lobbying

A Proponent shall not, in relation to this RFP or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful Proponent.

8.5.6 Illegal or Unethical Conduct

Proponents shall not engage in any illegal business practices, including without limitation activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Proponents shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Department; submitting proposals containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFP.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

8.5.7 Rejection of Proposals

The Department may reject a proposal based on past performance or based on inappropriate conduct, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the Proponent to honour its submitted pricing or other commitments;
- (c) any conduct, situation or circumstance determined by the Department, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) the Department's past experience with the Proponent within the 36 month period prior to the Submission Deadline for similar or related services; or
- (e) any information provided to the Department by any references of the Proponent.

8.6 Confidential Information

8.6.1 Confidential Information of the Department

All information provided by or obtained from the Department in any form in connection with this RFP either before or after the issuance of this RFP

- (a) is the sole property of the Department and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFP and the performance of the agreement for the Deliverables;
- (c) must not be disclosed without prior written authorization from the Department; and
- (d) must be returned by the Proponent to the Department immediately upon request of the Department

8.6.2 Confidential Information of Proponent

A Proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Department. The confidentiality of such information will be maintained by the Department, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

confidential basis, to advisers retained by the Department to advise or assist with the RFP process, including the evaluation of proposals.

Proponents are also advised that all documents forming part of the RFP process, including all submitted proposals, are subject to the *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”). A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp>

8.6.3 Personal Information

The *Freedom of Information and Protection of Privacy Act* R.S.P.E.I. 1988, Cap. F-15.01 (“FOIPP”) governs the collection, use and disclosure of personal information by the Department and its service providers. The successful Proponent shall be required to comply with all requirements of FOIPP during the term of the Agreement.

A copy of FOIPP is available online at:

<https://www.princeedwardisland.ca/en/information/justice-et-securite-publique/freedom-of-information-and-protection-of-privacy-foipp>

8.7 Reserved Rights, Limitation of Liability and Governing Law

8.7.1 Reserved Rights of the Department

The Department reserves the right to:

- (a) make public the names of any or all Proponents;
- (b) request written clarification in relation to a Proponent’s proposal;
- (c) waive minor formalities that do not constitute Mandatory Submission requirements or Mandatory Technical requirements;
- (d) verify with any Proponent or with a third party any information set out in a proposal;
- (e) check references other than those provided by any Proponent;
- (f) disqualify any Proponent whose proposal contains misrepresentations or any other inaccurate or misleading information;
- (g) disqualify any Proponent or the proposal of any Proponent who has engaged in conduct prohibited by this RFP;

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- (h) amend this RFP process without liability at any time prior to the execution of a written agreement between the Department and a Proponent. These changes are issued by way of addendum in the manner set out in this RFP;
- (i) cancel this RFP process without liability at any time prior to the execution of a written agreement between the Department and a Proponent. A cancellation is communicated by way of addendum in the manner set out in this RFP. The Department may in its sole discretion issue a new RFP for the same or similar Deliverables; or
- (j) reject any or all proposals.

These reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances, or that the Department has at law.

8.7.2 Limitation of Liability

By submitting a proposal, each Proponent agrees that:

- (a) neither the Department nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this proposal process including but not limited to costs of preparation of the proposal, loss of profits, loss of opportunity or for any other claim; and
- (b) the Proponent waives any claim for any compensation of any kind whatsoever, including claims for costs of preparation of the proposal, loss of profit or loss of opportunity by reason of the Department's decision to not accept the proposal submitted by the Proponent, to enter into an agreement with any other Proponent or to cancel this proposal process, and the Proponent shall be deemed to have agreed to waive such right or claim.

8.7.3 Governing Law and Interpretation

These terms and conditions of the RFP Process:

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- (c) are to be governed by and construed in accordance with the laws of the province of Prince Edward Island and the federal laws of Canada applicable therein.

9. PROPOSAL SUBMISSION AND CONTENT

- 9.1 Proposals are to be submitted using the two envelope system. The technical section of the proposal is to be submitted separately in an envelope or package, the fixed fee proposal is to be submitted in a separate envelope. Each of the envelopes or packages is to be sealed and clearly marked to identify the contents and the name of the Prime Consultant.

Four (4) hard copies of the technical section of the proposal and one electronic copy of the technical section of the proposal, in PDF format on a USB flash drive, are to be included in the envelope or package containing the technical section. One hard copy of the fee proposal is to be submitted in the envelope containing the fee proposal.

- 9.2 The evaluation will be carried out by representatives of Transportation, Infrastructure and Energy, and Education and Lifelong Learning based on the factors noted in Section 9 and identified on the evaluation scoring summary.

- 9.3 The technical section of the proposal, including attachments and appendices, is to be **succinct** and relative to the new Sherwood Elementary K-6 School project and address the following:

- .1 Information related to the experience of key project team professional members, associated with **TWO (2) recent similar projects**; for the project architect, project manager/principal architect, project architect, mechanical engineer, electrical engineer, structural engineer, civil engineer, cost estimator and contract administrator. A single person may fulfil more than one of the key positions. The information for the key professionals is to be summarized in the format indicated by Appendix "A".
- .2 A table indicating the key personnel to be involved with the project, their duties, and anticipated days of input per phase; the phases include:
 1. Schematic Design
 2. Design Development
 3. Construction Documents
 4. Tendering

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

5. Contract Administration
 6. Commissioning (including one-year post-construction commissioning)
 7. Warranty / Post Construction
- .3 A description of two large complex projects that have been completed by the Principal Architect or Project Architect; accompanied by a short description of each project and contact information for the Owners' Representative
- .4 An overview of the Consultant team resources and experience that is available to address the requirements associated with the new Sherwood K-6 Elementary Project the use of Construction Management construction process and the challenge of required schedule. Also, include comments associated with constructing a new school on a confined site adjacent an existing operating elementary school.
- .5 An overview of the experience the consultant team has in relation to school design and construction, a summary of the design team's understanding of the trends in school building design, and how this experience would be beneficial for the new Sherwood K-6 Elementary Project.
- .6 An overview of the approach the Consultant team would take to expedite the Schematic Design and Design Development to accommodate the aggressive schedule, and also assist the user group with understanding the proposed design.
- .7 An overview of the approach the Consultant team would take to develop a design that addresses the budget requirements associated with the project.
- .8 An overview of the challenges the Consultant team anticipates with constructing the new school on the existing site, and approaches that could be implemented to minimize negative impacts on the day to day operation of the school.
- .9 Acknowledgement of all addenda that have been received.
- 9.4 The fee section of the proposal is to indicate a fixed lump sum base fee for the required consultant services; HST, if applicable, will be added to the consultant billings.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

9.5 **Proposals are to be submitted prior to 2:00 p.m. on Thursday, July 4, 2019, and acknowledge all addenda that have been issued.**

9.6 Proposals shall be delivered to:

PEI Transportation, Infrastructure and Energy

11 Kent Street

3rd Floor, Jones Building

P.O. Box 2000, Charlottetown, PE C1A 7N8

Attention: Ms. Raymonde Arsenault-MacKenzie, MAAPEI, M.Arch,

9.7 Proponents not selected will receive written notification within approximately 20 days of the selection. Proponents not selected, may request a meeting to discuss their proposals.

10. EVALUATION

10.1 TECHNICAL SECTION OF PROPOSAL (Envelope 1)

Proposals submitted are to include sufficient information to allow evaluation on the following basis and provide the information requested in Section 9.

Proponents are requested to organize the information requested in Section 9 under headings or tabs that correspond to the paragraph numbers in Section 9.

| | | Points |
|-----------|---|---------------|
| 1 | APPROACH | |
| a) | Approach to address challenges with schedule as well as constructing a new school adjacent to an operating elementary school. | 12 |
| b) | Understanding of the education trends in elementary K-6 schools and approaches taken on relevant projects. | 6 |
| 2 | EXPERIENCE | |

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

| | | |
|--------------|---|-----------|
| a) | Project Architect experience with school design and construction; and large complex multi discipline institutional building projects, including construction management projects experience. | 15 |
| b) | Mechanical Consultant: experience with school design and construction; large complex, multi-discipline institutional building projects and energy efficiency. | 15 |
| c) | Electrical Consultants: experience with school design and construction; large complex multi-discipline institutional building projects including and energy efficiency. | 10 |
| d) | Structural Consultant: experience with school design and construction; and large scale institutional building projects. | 6 |
| e) | Key professional personnel to be assigned to the project: qualifications, experience and level of involvement in the major phases of the project including project architect, sub-consultants and construction phase / contract administration personnel for the proposed new Sherwood K-6 Elementary School. | 10 |
| f) | Experience, reputation, and resources of the Consultant team | 10 |
| g) | Civil Consultant experience with school construction, storm water management and site grading required for playground activities, and school sport field design. | 6 |
| TOTAL | | 90 |

10.2 Any proposal that receives a score below 60 for the technical component shall be rejected and the fee component returned unopened.

10.3 FEE SECTION (Envelope 2):

- a) The fee is not an element of the Technical Evaluation.
- b) Points shall be awarded on the following basis:
 1. 10 points for the lowest total fee
 2. 8 points for the next higher fee
 3. A reduction of 2 additional points for each subsequent higher fee
 4. The minimum points awarded for the fee section will be no less than zero (0)

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- c) The Proposal with the highest point score (IE. Technical Section + Fee Section) will be considered the preferred proposal.
- d) Notwithstanding the technical and fee proposal scores, the Minister reserves the right to reject any proposal where fees are deemed to be unreasonable relative to other proposed fees.
- e) The Minister reserves the right to negotiate any or all conditions of the Proponent's proposed work plan and reject all submitted proposals. Unsuccessful proponents may request a debriefing meeting following execution of a contract with the successful proponent.
- f) The Minister reserves the right to award a contract to the Proponent whose services are judged most likely to produce a project which results in the best overall value to the Province. **The lowest priced proposal or highest qualified proposal or any proposal, will not necessarily be accepted.**

11. **FORM OF AGREEMENT**

11.1 The latest RAIC Client-Architect Agreement, modified to reflect the requirements of the RFP, including the following, shall be used as the form of employment.

11.2 The fixed fee shall be apportioned as follows:

- Schematic design 12.5%
- Design development 12.5%
- Construction documents 42%
- Tendering 3%
- Construction phase 25%
- Post Construction Commissioning 3%
(Including seasonal follow-up / review)
- One year warranty review and report 2%

12. **ADDITIONAL INFORMATION**

12.1 Questions or requests for further information are to be addressed to Ms. Raymonde Arsenault-Mackenzie, MAAPEI, M.Arch
Ph: (902) 620-3884 Email: rarsenault-mackenzie@gov.pe.ca

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project

June 11, 2019

- 12.2 Questions or requests for further information must be received five (5) business days prior to the date identified in Section 9 for submission of proposals.
- 12.3 The Deadline for Issuing Addenda is three (3) business days prior to the date identified in Section 9 for submission of proposals.

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project
 June 11, 2019

APPENDIX “A”

KEY PROFESSIONAL SUMMARY

| | |
|--|--|
| Name of Key Professional Person | |
| Name of Proponent Consultant Team | |
| Name of Company Employing Key Professional | |
| Role for Sherwood K-6 Elementary School | |

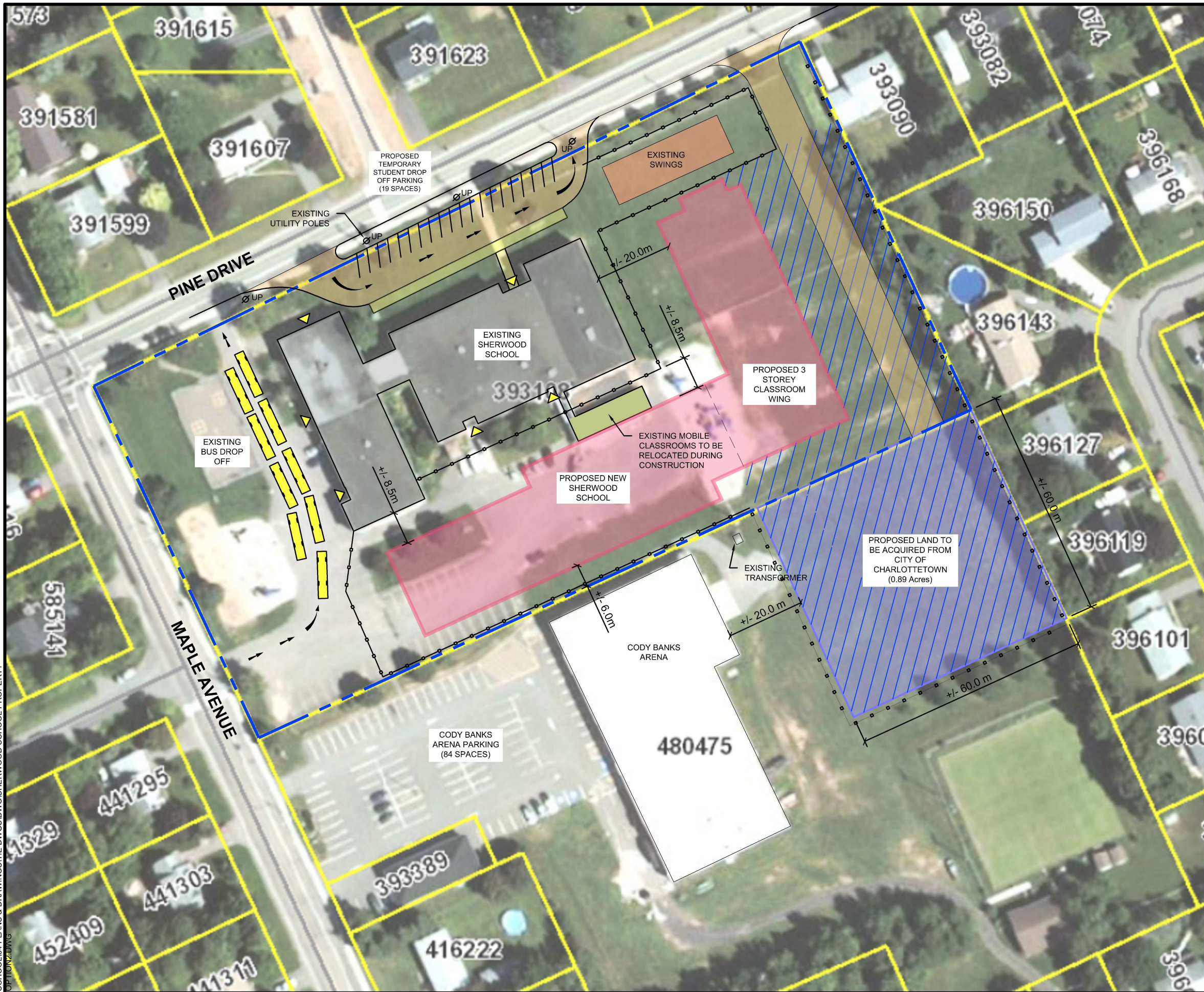
SUMMARY of RELEVANT EXPERIENCE FOR KEY PROFESSIONAL

| | |
|--|--|
| Name of Reference Project | |
| Location of Reference Project | |
| Name of the Project Owner Contact Person | |
| Phone Number for Contact Person | |
| Fax Number for Contact Person | |
| E-Mail for Contact Person | |

Duties performed by this professional for reference project:

Request for Proposal – Prime Consultant Services – New Sherwood Elementary K-6 School Project
June 11, 2019

Short description of reference project including size and construction cost:



LEGEND

- PROPOSED TEMPORARY STUDENT DROP OFF / PUBLIC PARKING - GRAVEL
- PROPOSED FOOTPRINT OF NEW SCHOOL
- PROPOSED LAND TO BE ACQUIRED FROM CITY
- EXISTING SWING SET LOCATION
- EXISTING MOBILE CLASSROOMS / TO BE RELOCATED DURING CONSTRUCTION
- PROPOSED CONSTRUCTION LAYDOWN AREA.
- ENTRANCE / EXIT
- PROPOSED 8'-0" HIGH CHAIN LINK FENCE

N

PRELIMINARY
NOT FOR CONSTRUCTION

PRINCE EDWARD ISLAND
CANADA

Tel 902 368 5100
Fax 902 569 0590
<http://www.gov.pe.ca/>

Transportation,
Infrastructure and Energy

PO Box 2000
Charlottetown
Prince Edward Island
Canada C1A 7N8

A = Detail #
BB = Sheet # (Where Detail Required)
CC = Sheet # (Where Detailed)

Project Title : ***New Sherwood Elementary School Preliminary Site Plan***

Drawing Title : ***Concept with Proposed Building Locations***

| | |
|--------------------|----------------------|
| Scale : 1:1000 | Design By : TR / RAM |
| Drawn By : JDM | Date : June 11, 2019 |
| Project No.: | Drawing No.: |
| 493 - 17093 | A1 of 1 |