



**Request for
Supplier Qualifications #348
for Professional
Facility Services**

Submission Deadline: Before 12:00 pm Local Time on
Thursday, December 8, 2022

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INSTRUCTIONS TO PROPONENTS

1. INTRODUCTION

1.1 INVITATION

- 1.1.1 The Thames Valley District School Board is one of the largest public school boards in the Province of Ontario and operates 160 schools within the City of London and counties of Elgin, Middlesex, and Oxford.
- 1.1.2 The TVDSB is inviting Proposals from consulting firms who are interested in performing Services for TVDSB projects, as more particularly described in this RFSQ. Through this RFSQ TVDSB intends to establish “vendor of record” lists (each a “**VOR List**”) of ranked prequalified consultants who will each execute a 2-year MSA + 1 + 1 + 1 with the TVDSB for one or more of the Service Categories. NOTE: This RFSQ does not apply to new school construction or major addition projects.
- 1.1.3 TVDSB’s issuance of this RFSQ, its evaluation of any Proposals, its prequalification and placement of any Proponent on a VOR List, or its execution of a MSA with any Proponent are not intended to and shall not obligate TVDSB to proceed with any Services or to issue any Work Orders to any Proponent. There is no guarantee that a Prequalified Proponent that is placed on a VOR List and executes a MSA will be required to perform any Services or will be issued any Work Orders, and TVDSB specifically disclaims any obligation to do so.

1.2 RFSQ OVERVIEW

- 1.2.1 This Section provides a brief summary of the RFSQ and is provided solely as a convenience. Proponents are urged to read all of the RFSQ Documents carefully and thoroughly to ensure they fully understand all of the terms and conditions, including all MSA requirements. Failure to fulfil procedural or content requirements that are stipulated in the RFSQ Documents may have a negative effect on the evaluation of a Proposal or may result in a Proposal being rejected.
- 1.2.2 Proponents are required to deliver a Proposal which must include, in separate file folders, a Technical Submission and a Price Submission. The Evaluation Team will first open, evaluate and rank only the Technical Submissions, which will determine which Proponents will be Prequalified Proponents and placed on a VOR List in each Service Category. The Evaluation Team will only open and consider Price Submissions submitted by Prequalified Proponents.
- 1.2.3 As described in the RFSQ Documents, Prequalified Proponents will be ranked within each Tier in each VOR List on the basis of their Price Submissions, without regard to their Technical Submission ranking.
- 1.2.4 Each Prequalified Proponent that is placed on a VOR List will be required to enter into the MSA, pursuant to which TVDSB may from time to time issue Work Orders based on the ranking of the Prequalified Proponents and as described in the RFSQ Documents.

1.3 KEY INFORMATION

- 1.3.1 The table below provides a summary of some key information contained in the RFSQ Documents and is provided solely as a convenience.



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RFSQ Coordinator	The “ RFSQ Coordinator ” is Stacey Shoemaker, “s.shoemaker@tvdsb.ca”.
Question Deadline	The deadline for Proponents to submit questions (the “ Question Deadline ”) is seven (7) business days before the Submission Deadline.
Submission Deadline	BEFORE 12:00:00 Local Time on Thursday, December 8, 2022 (the “ Submission Deadline ”).
Electronic Submission	An electronic bid submission is mandatory. See 1.9.1.

1.4 THE SERVICES

- 1.4.1 The consulting services to be performed are generally described in Schedule A – Service Categories. Services will generally include some or all of preliminary design services, detailed design services, tendering, construction review, contract administration, and commissioning services for TVDSB facility or school renewal projects of up to \$5.0 million, and may include the delivery of studies, reports and building audits.

1.5 VOR LISTS AND SERVICE CATEGORIES

- 1.5.1 TVDSB intends to prequalify Proponents in the following categories, more particularly described in Schedule A – Service Categories (each a “**Service Category**”), and intends to establish a ranked VOR List for each Service Category as described in the RFSQ Documents. Set out below is the number of Prequalified Proponents the TVDSB intends to place on each VOR List:
- (a) Architectural: 3-5 Prequalified Proponents
 - (b) Building restoration: 1-3 Prequalified Proponents
 - (c) Civil engineering: 1-3 Prequalified Proponents
 - (d) Electrical engineering: 1-3 Prequalified Proponents
 - (e) Energy management: 1-3 Prequalified Proponents
 - (f) Environmental: 1-3 Prequalified Proponents
 - (g) Mechanical engineering: 1-3 Prequalified Proponents
 - (h) Roofing: 1-3 Prequalified Proponents
 - (i) Structural: 1-3 Prequalified Proponents
- 1.5.2 A Proponent can be prequalified in more than one Service Category and may be placed on more than one VOR List; provided that such Proponent’s ranking may vary from one VOR List to another.

1.6 PREVIOUSLY PREQUALIFIED CONSULTANTS MUST APPLY

- 1.6.1 Proponents who have been previously prequalified or who are currently working or have worked for TVDSB must respond to this RFSQ and must deliver a Proposal in order to be prequalified and placed on a VOR List.

1.7 NO CONTRACT A

- 1.7.1 TVDSB does not intend to create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), with any Proponent or any other person or entity,



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and none will be created by virtue of TVDSB issuing this RFSQ or as a result of TVDSB's receipt or review or evaluation of any Proposals.

1.8 THE MSA AND THE TERM

1.8.1 TVDSB intends to execute a MSA with each Prequalified Proponent that is placed on a VOR List. Provided that the execution of a MSA does not obligate TVDSB to issue any Work Orders or proceed with any Services, and the TVDSB does not guarantee any volume of Services that will be required or that will be performed under any MSA.

1.8.2 The term of each MSA will be 2 years plus + 1 + 1 + 1 year renewal.

1.9 TVDSB PROCUREMENT WEB PORTAL

1.9.1 Proponents must use the TVDSB Procurement Web Portal (the "**Portal**") to access the RFSQ Documents. Instructions on using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.

1.10 PROPONENTS' EXPENSES

1.10.1 Proponents shall bear all costs and expenses incurred by them in any way related to any aspect of their participation in this RFSQ including, without limitation, all costs and expenses related to the gathering of information, the preparation and delivery of a Proposal, responding to any questions or clarifications or Requests for Additional Information, or attending or participating in any interviews or meetings.

2. DEFINITIONS

Capitalized terms used in this RFSQ and in the attached Schedules and not otherwise defined shall have the meanings indicated in this Article.

2.1.1 "**Conflict of Interest**" has the meaning assigned to such term in paragraph 12.2.1.

2.1.2 "**Evaluation Team**" means the team appointed by TVDSB to conduct the evaluation process described in this RFSQ.

2.1.3 "**Local Time**" means the time of receipt recorded by TVDSB's clock at the Submission Location.

2.1.4 "**MFIPPA**" means the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario).

2.1.5 "**MSA**" means the written Master Services Agreement, substantially in the form of Schedule H, to be signed between TVDSB and each Prequalified Proponent.

2.1.6 "**Portal**" means the TVDSB Procurement Web Portal accessed at "www.tvdsb.ca". Instructions for using the Portal are set out in Schedule B – TVDSB Procurement Web Portal.

2.1.7 "**Prequalified Proponent**" has the meaning assigned to such term in paragraph 7.4.1.

2.1.8 "**Price Evaluation Matrix**" means Schedule G – Price Evaluation Matrix.

2.1.9 "**Price Submission**" means a Proponent's completed Price Submission Form together with one or more completed Service Category Price Lists.

2.1.10 "**Price Submission Form**" means Schedule E – Price Submission Form.

2.1.11 "**Proponent**" means a consulting firm that participates in this RFSQ, whether or not it delivers a Proposal.



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- 2.1.12 **“Proposal”** means, collectively, a Proponent’s completed Technical Submission and Price Submission.
- 2.1.13 **“Question Deadline”** is the date identified as such in the table in paragraph 1.3.1 and is the last date by which Proponents can submit questions about the RFSQ.
- 2.1.14 **“Request for Additional Information”** has the meaning assigned to such term in paragraph 7.2.1.
- 2.1.15 **“Reserve Proponent”** has the meaning assigned to such term in paragraph 7.4.1.
- 2.1.16 **“RFSQ”** means the prequalification process described in the RFSQ Documents.
- 2.1.17 **“RFSQ Coordinator”** is the person identified as such in the table in paragraph 1.3.1.
- 2.1.18 **“RFSQ Documents”** has the meaning assigned to such term in paragraph 3.2.1.
- 2.1.19 **“Service Category”** means a category of Services listed in paragraph 1.5.1 and described in Schedule A – Service Categories.
- 2.1.20 **“Service Category Price List”** means Schedule F – Service Category Price List.
- 2.1.21 **“Services”** means some or all of the services described in paragraph 1.4.1.
- 2.1.22 **“Submission Deadline”** is the date and time identified as such in the table in paragraph 1.3.1.
- 2.1.23 **“Submission Location”** is the location identified as such in the table in paragraph 1.3.1.
- 2.1.24 **“Technical Requirements”** means Schedule C – Technical Requirements.
- 2.1.25 **“Technical Score”** has the meaning assigned to such term in paragraph 7.3.2.
- 2.1.26 **“Technical Submission”** means, collectively, a Proponent’s completed Technical Submission Form and all other material submitted by a Proponent in response to the Technical Requirements.
- 2.1.27 **“Technical Submission Form”** means Schedule D – Technical Submission Form.
- 2.1.28 **“Tier”** means one of the tiers of the estimated construction costs in the “Fee Schedule” table in a Service Category Price List.
- 2.1.29 **“TVDSB”** means the Thames Valley District School Board and includes its employees, agents, trustees, officers and directors, whether involved with the RFSQ or not. For certainty **“TVDSB”** includes, as the context requires, the RFSQ Coordinator.
- 2.1.30 **“VOR List”** has the meaning assigned to such term in paragraph 1.1.2.
- 2.1.31 **“Work Order”** means a written order for Services that TVDSB may issue from time to time pursuant to a MSA.

3. RFSQ DOCUMENTS AND ACCESS

3.1 ACCESS TO THE RFSQ DOCUMENTS

- 3.1.1 The RFSQ Documents will only be made available to Proponents electronically through the Portal. The Portal will include all RFSQ Documents, addenda and all other relevant notices, information and communications relating to the RFSQ.
- 3.1.2 Each Proponent is solely responsible to ensure that it:
 - (a) obtains access to the Portal;
 - (b) has the appropriate software to access and download the contents from the Portal; and



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- (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.

The Portal will be updated from time to time and Proponents are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents.

- 3.1.3 If there is a conflict or inconsistency between an electronic version of any RFSQ Document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version posted on the Portal shall govern.

3.2 RFSQ DOCUMENTS

- 3.2.1 Proponents should ensure they have all of the documents listed below (collectively the “**RFSQ Documents**”). A Proposal will be deemed to have been prepared on the basis of all RFSQ Documents issued before the Submission Deadline, and TVDSB accepts no responsibility for any Proponent lacking any part of the RFSQ Documents.

- (a) Instructions to Proponents (this document).
- (b) Schedule A – Service Categories and Scope of Work.
- (c) Schedule B – TVDSB Procurement Web Portal.
- (d) Schedule C – Technical Requirements.
- (e) Schedule D – Technical Submission Form.
- (f) Schedule E – Price Submission Form.
- (g) Schedule F – Service Category Price List.
- (h) Schedule G – Price Evaluation Matrix.
- (i) Schedule H – Master Services Agreement.
- (j) List of Schools
- (k) Addenda, if any, issued before the Submission Deadline.

- 3.2.2 Proponents should inform the RFSQ Coordinator immediately if any documents are missing or incomplete and/or upon finding any discrepancies or omissions in the RFSQ Documents.

4. COMMUNICATIONS, QUESTIONS AND ADDENDA

4.1 COMMUNICATIONS

- 4.1.1 Except as provided in the RFSQ Documents, Proponents are not to communicate with or contact any member of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, regarding this RFSQ. A Proponent’s failure to comply with this paragraph may result in the disqualification of the Proponent and its removal from any VOR List(s).

4.2 PROPONENTS’ QUESTIONS

- 4.2.1 All Proponents’ questions regarding this RFSQ are to be in writing and must be sent by e-mail to the RFSQ Coordinator.
- 4.2.2 Questions received by the Question Deadline will be reviewed and if TVDSB believes that a response is warranted, it will include the question and its answer in an addendum. TVDSB may, in its discretion, consider and respond to questions received after the Question Deadline but is



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under no obligation to do so. In responding to questions TVDSB may answer similar questions from different Proponents only once, may edit or rephrase the questions, and may ignore questions which, in TVDSB's opinion, do not require a response.

4.3 ADDENDA

- 4.3.1 This RFSQ and the RFSQ Documents may be amended only by written addendum which will be posted to the Portal and will not be sent to the Proponents. Proponents are solely responsible to access and check the Portal for new addenda and other communications and postings and to ensure the information and documents used by Proponents are the most correct and updated information and documents. Proponents are solely responsible to ensure their Proposal incorporates all addenda issued before the Submission Deadline, and TVDSB will not be responsible if any addenda are not obtained by a Proponent.

5. PROPOSAL CONTENTS, COMPLETION AND DELIVERY

5.1 PROPOSAL CONTENTS

- 5.1.1 Proponents must include the following in their Proposals, in separate named files;
- (a) a Technical Submission completed in accordance with Section 5.2; and
 - (b) a Price Submission completed in accordance with Section 5.3.

5.2 INSTRUCTIONS FOR COMPLETING THE TECHNICAL SUBMISSION

- 5.2.1 The bid submission **must** be returned electronically as a file upload. Proponents should name the file "**Technical Submission for Consultant Services**" :
- (a) upload of the files as per above is the responsibility of the proponent;
 - (b) submissions received as hardcopies **will not** be accepted;
 - (c) original completed and signed Technical Submission Form (Schedule D); and
 - (d) all information, documents and materials required by and responding to each of the items set out in the Technical Requirements (Schedule C); and
 - (e) an electronic copy of all of the above, in Adobe PDF readable format, must be uploaded back to the TVDSB using the Portal.
- 5.2.2 The Technical Submission is intended to provide information which will enable the Evaluation Team to determine the Proponent's qualifications and ability to undertake and complete the work and services in the Service Category(ies) identified in the Proponent's Technical Submission Form. All information submitted by a Proponent and included as part of its Technical Submission will be deemed to be material representations by a Proponent to TVDSB, and the Proponent will be deemed to have warranted the accuracy of all representations so made.
- 5.2.3 Proponents will only be considered and evaluated for the Service Category(ies) identified in their Technical Submission Form.
- 5.2.4 Proponents must ensure that no part of their Technical Submission includes any direct or indirect mention of or reference to their Price Submission. A Proponent's failure to comply with this paragraph may result in its Proposal being rejected.



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5.3 INSTRUCTIONS FOR COMPLETING THE PRICE SUBMISSION

- 5.3.1 The bid submission **must** be returned electronically as a file upload. Proponents should name the file “**Price Submission for Consultant Services**” and bearing the RFSQ number noted on the cover page:
- (a) upload of the files as per above is the responsibility of the proponent;
 - (b) submissions received as hardcopies **will not** be accepted;
 - (c) original completed Price Submission Form (Schedule E) signed by duly authorized signing representative(s) of the Proponent with authority to bind the Proponent; and
 - (d) original completed Service Category Price List (Schedule F) for each Service Category for which the Proponent applied to be prequalified, as indicated in the Proponent’s Technical Submission Form (Schedule D), each signed by duly authorized signing representative(s) of the Proponent with authority to bind the Proponent; and
 - (e) an electronic copy of all of the above, in Adobe PDF readable format, must be uploaded back to the TVDSB using the Portal.
- 5.3.2 A Proponent that fails to include a Service Category Price List (Schedule F) for a Service Category for which the Proponent applied to be prequalified, as indicated in the Proponent’s Technical Submission Form (Schedule D), will not be evaluated or considered for placement on the VOR List for such Service Category, even though such Proponent may be a Prequalified Proponent for such Service Category.
- 5.3.3 A Proponent that submits a Service Category Price List (Schedule F) that does not include any hourly rates for additional services for Tiers B-H will not be considered or evaluated and will not be ranked within the VOR List for Tiers B-H for the Service Category for which such Service Category Price List was submitted.
- 5.3.4 For certainty, Proponents are not required to fill in all blanks in the Service Category Price List(s) submitted as part of a Price Submission.

5.4 PROPOSAL DELIVERY

- 5.4.1 The electronic submission must be uploaded to the Portal before the Submission Deadline. Proposals which are sent by fax, email or any means other than as set out in this Section will not be considered. The Portal will close at the Submission Deadline, and upload will no longer be possible at that point.

6. THE ROLE OF THE RFSQ COORDINATOR

6.1 ROLE OF THE RFSQ COORDINATOR

- 6.1.1 The RFSQ Coordinator will review the Proposal to confirm it contains the RFSQ submissions.
- 6.1.2 If the RFSQ Coordinator finds that a Proposal that fails to include a Price Submission Form (Schedule E) and at least one Service Category Price List (Schedule F) will be rejected and will not be evaluated.



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6.1.3 Opportunity to Cure Where Signatures are Missing or are Not Original Signatures.

- (a) The RFSQ Coordinator will confirm each Proponent's Price Submission and will, without performing any evaluation, check that:
 - (i) the Price Submission Form bears the Proponent's original signature; and
 - (ii) each Service Category Price List bears the Proponent's original signature.
- (b) Subject to this paragraph 6.1.3, Proposals that fail to include:
 - (i) a Price Submission Form bearing the Proponent's original signature, or
 - (ii) a Service Category Price List bearing the Proponent's original signature,will be rejected and will not be evaluated.
- (c) A Proponent's failure to submit:
 - (i) a Price Submission Form bearing the Proponent's original signature, or
 - (ii) a Service Category Price List bearing the Proponent's original signature,is curable, provided the Proponent cures the defect(s) within three (3) business days after the date on which the Proponent receives a written (email) request to that effect from the RFSQ Coordinator. For certainty, other than providing the original signature(s), the Proponent shall not make any other changes and shall not add any other information to its Price Submission Form or Service Category Price List(s), and shall not submit new or additional Service Category Price Lists. A Proposal submitted by a Proponent that fails to comply with the preceding sentence will be rejected and will not be evaluated.
- (d) If a Proponent fails to timely respond to the RFSQ Coordinator's written request made pursuant to paragraph 6.1.3(c), its Proposal will be considered based solely on the original Proposal contents submitted.

7. EVALUATION OF PROPOSALS

7.1 GENERAL

- 7.1.1 Proposals will be evaluated by the Evaluation Team, which may obtain the assistance of such consultants and advisors as the Evaluation Team may deem appropriate.

7.2 REQUESTS FOR ADDITIONAL INFORMATION

- 7.2.1 TVDSB may contact any one or more Proponents to request clarification of any information or materials submitted as part of a Proposal, or to request supplementary information (collectively, "**Request for Additional Information**"), without any obligation to make the same or any Request for Additional Information of any other Proponent. Notwithstanding the preceding sentence, TVDSB has no obligation to make any Request for Additional Information.
- 7.2.2 Proponents should answer all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information, and any answer received will form an integral part of a Proponent's Proposal. If a Proponent fails to provide an answer to a Request for Additional Information within the time and manner stipulated, its Proposal will be considered and evaluated based solely on the original Proposal contents submitted.



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7.3 EVALUATION OF TECHNICAL SUBMISSIONS

- 7.3.1 The following illustrates some of the activities the Evaluation Team may undertake in the course of evaluating the Technical Submissions, and does not limit the discretion of the Evaluation Team to take steps not expressly described. For greater certainty, the Evaluation Team has no obligation to undertake any such activities, and the fact the Evaluation Team undertakes a particular activity as part of its evaluation of a Technical Submission and/or a Proponent will in no way obligate the Evaluation Team to undertake the same or any activity with any of the other Proponents or any Technical Submissions delivered by any of the other Proponents.
- (a) The Evaluation Team may, in its sole discretion, invite a Proponent to one or more meetings and/or interviews. The nature and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team.
 - (b) The Evaluation Team may contact and/or visit one or more of the Proponent’s references and/or clients, and any other person or place as the Evaluation Team deems appropriate, with or without notice to the Proponent.
- 7.3.2 Technical Submissions will be evaluated by the Evaluation Team and awarded points for each Service Category for which the Proponent applied to be prequalified (as indicated in the Proponent’s Technical Submission Form). NOTE: Proponents will only be considered and evaluated for the Service Category(ies) indicated in a Proponent’s Technical Submission Form.
- 7.3.3 Technical Submissions will be evaluated on a consensus basis based on criteria set out in the table below. If there is a meeting and/or interview with a Proponent, such meeting and/or interview will not be independently scored, however, the Evaluation Team reserves the right to take into consideration and incorporate what it learns from such meeting and/or interview in its evaluation and may adjust the scoring of the Proponent’s Technical Submission, regardless of when the meeting and/or interview is held. The points awarded for a Proponent’s Technical Submission will be that Proponent’s **“Technical Score”** for each Service Category for which the Proponent applied to be prequalified.

Evaluation Criteria (Technical Submission)	Points Available
Proponent information	20
Operational experience	30
Value added services	10
Key personnel	15
Project Examples	25
References	35
MAXIMUM TECHNICAL POINTS AVAILABLE	135

7.4 PLACEMENT OF PREQUALIFIED PROPONENTS ON A VOR LIST

- 7.4.1 Subject to TVDSB’s discretion and the other rights described in the RFSQ Documents, the Evaluation Team will identify, for each Service Category, up to the number of Proponents indicated for each Service Category in paragraph 1.5.1 that have the highest Technical Scores (each a **“Prequalified Proponent”**), for placement on a VOR List for such Service Category. The remaining Proponents in that Service Category, if any, will be the **“Reserve Proponents”** for such Service Category.



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- 7.4.2 If there is a tie between the Technical Scores of two or more Proponents tied for final place for a particular Service Category, all such tied Proponents will be Prequalified Proponents and will be placed on the VOR List for such Service Category, notwithstanding paragraphs 1.5.1 and 7.4.1.
- 7.4.3 For greater certainty, but subject to paragraph 7.4.2, the Evaluation Team may identify fewer Prequalified Proponents and may place fewer Prequalified Proponents on a VOR List for a Service Category than the number specified in paragraph 1.5.1.

7.5 RANKING OF PREQUALIFIED PROPONENTS PLACED ON A VOR LIST

- 7.5.1 The Evaluation Team will only open Price Submission envelopes submitted by Proponents placed on a VOR List. The Price Submission envelopes submitted by any Reserve Proponents will be retained but will not be opened.
- 7.5.2 Notwithstanding and without regard to the rankings based on the Technical Scores, the Prequalified Proponents on each VOR List will be evaluated and ranked within each Tier in accordance with Schedule G – Price Evaluation Matrix. Provided that a Prequalified Proponent that fails to submit a Service Category Price List (Schedule F) for a Service Category will be removed from the VOR List for such Service Category. Any such Prequalified Proponent that is removed may, at the sole discretion of the TVDSB, be replaced by a Reserve Proponent for that Service Category and such Reserve Proponent will be evaluated and ranked within each Tier of such Service Category as a Prequalified Proponent.

7.6 DEBRIEFING

- 7.6.1 The TVDSB will offer separate debriefings to Proponents but only if requested in accordance with paragraph 7.6.2. Debriefings will be held in person or by telephone conference call, at the TVDSB's discretion, and will be scheduled on a date and time and for a duration to be confirmed by the TVDSB.
- 7.6.2 If a Proponent desires a debriefing it shall submit a written request to the RFSQ Coordinator within 60 days after the TVDSB has posted the names of the Prequalified Proponents. Any request that is not timely received will not be considered and no debriefing will be held.

8. SIGNING THE MSA AND ISSUING WORK ORDERS

8.1 SIGNING THE MSA

- 8.1.1 The TVDSB will issue a notice to each Prequalified Proponent and will enclose the MSA for execution. Within fifteen (15) business days of receiving such notice and MSA each such Prequalified Proponent is to sign and deliver the signed MSA to TVDSB.
- 8.1.2 A Proponent's failure to sign and deliver the MSA in accordance with paragraph 8.1.1 will result in the removal of that Proponent from all VOR Lists on which the Proponent was placed.
- 8.1.3 The execution of a MSA is not intended to and shall not obligate TVDSB to issue or execute any Work Orders or otherwise engage any Proponent.

8.2 ISSUING WORK ORDERS

- 8.2.1 From time to time TVDSB may, but has no obligation to, issue a Work Order for the supply of Services within a Tier in a Service Category. Subject to Article 11, Work Orders will only be issued to Proponents that entered into a MSA with TVDSB and will be issued as follows:



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- (a) first, to the highest-ranked Prequalified Proponent for that Tier in that Service Category, as determined in accordance with Appendix G – Price Evaluation Matrix; OR, if there is no Prequalified Proponent for that Tier, to the highest-ranked Prequalified Proponent for the Tier in that Service Category that is immediately below (for clarity, Tier D is “immediately below” Tier C) (such Prequalified Proponent being, in either case, the **“Lead”**);
- (b) if the Lead is unable or unwilling to perform the Work Order or if the TVDSB determines, in its reasonable sole discretion, that if the Work Order was issued to the Lead, the Lead would be unable or unwilling to perform the Work Order, the Work Order will be issued to the next-ranked Prequalified Proponent for that Tier (the **“Next”**);
- (c) if the Next is unable or unwilling to perform the Work Order or if the TVDSB determines, in its reasonable sole discretion, that if the Work Order was issued to the Next, the Next would be unable or unwilling to perform the Work Order, the Work Order will be issued to the next-ranked Prequalified Proponent for that Tier, and this process would be repeated as necessary until the Work Order is issued to a Prequalified Proponent.

9. TVDSB’S DISCRETION

9.1 GENERAL

- 9.1.1 In addition to any other options or express rights contained in the RFSQ Documents or any other rights which may be implied in the circumstances, TVDSB may exercise any or all or a combination of the options described in this Article 9. TVDSB shall not be liable for any costs, expenses, losses or damages incurred or claimed by a Proponent resulting from TVDSB’s exercise of its discretion.
- 9.1.2 A Proponent’s delivery or TVDSB’s evaluation of any Proposal, even where only one Proposal is delivered for a particular Service Category, will not obligate TVDSB to prequalify any Proponent, place a Proponent on a VOR List, proceed with any work or services, or enter into a MSA with any Proponent.

9.2 TVDSB’S OPTIONS

- 9.2.1 TVDSB may, in its sole discretion, and for any or no reason:
 - (a) reject any or all Proposals;
 - (b) elect not to prequalify any Proponents;
 - (c) elect not to prequalify any Proponents in one or more Service Categories;
 - (d) elect not to prequalify any Proponents in one or more Tiers within a Service Category;
 - (e) cancel this RFSQ at any time;
 - (f) cancel this RFSQ at any time and issue a new procurement process for the same or different Service Categories.
- 9.2.2 TVDSB may in its sole discretion:
 - (a) verify with a third party any information contained in a Proposal;
 - (b) check references other than those provided by a Proponent;
 - (c) adjust a Proponent’s Technical Score or reject a Proposal on the basis of information received in response to a Request for Additional Information, in response to reference



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checks, during any meetings and/or interviews, or as a result of any other information obtained by the Evaluation Team;

- (d) prequalify a Proponent in more than one Service Category and in more than one Tier in a Service Category;
- (e) disqualify and remove from a Service Category or a VOR List any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information relating to matters which TVDSB, in its sole discretion, considers material.

10. ADDING TO OR REMOVING PREQUALIFIED PROPONENTS FROM A VOR LIST

10.1 ADDING PROPONENTS TO A VOR LIST

10.1.1 TVDSB may, from time to time and in its sole discretion, and only if there is space on a VOR List for a Service Category as provided in paragraph 1.5.1, do any or all of the following, in its sole discretion:

- (a) add one or more Reserve Proponent(s), if any, with the highest Technical Score(s) for such Service Category to the VOR List for such Service Category and rank such Proponent(s) in accordance with Section 7.5; and/or
- (b) receive, consider and evaluate additional Proposals for such Service Category after the Submission Deadline and evaluate and rank such Proposals as provided in this RFSQ.

10.1.2 The TVDSB will issue a notice to each Proponent that is added to a VOR List and will enclose the MSA for execution. Within fifteen (15) business days of receiving such notice and MSA each such added Proponent is to sign and deliver the signed MSA to TVDSB, failing which the Proponent will be removed from all VOR Lists to which the Proponent was added.

10.1.3 The execution of a MSA by an added Proponent is not intended to and shall not obligate TVDSB to issue or execute any Work Orders or otherwise engage such Proponent.

10.2 REMOVING PREQUALIFIED PROPONENTS FROM A VOR LIST

10.2.1 TVDSB may, in its sole discretion but always acting reasonably, remove a Proponent from a VOR List. Circumstances under which TVDSB may exercise such discretion include, but are not limited to, the following:

- (a) the Proponent would currently fail to be prequalified for a Service Category for which it was prequalified;
- (b) the Proponent has been unable or unwilling to perform a Work Order issued to it on three (3) separate occasions, unless the Proponent has provided, in TVDSB's sole discretion, a valid commercial reason for doing so;
- (c) a significant change in the Proponent's operations, structure or control;
- (d) where TVDSB determines, in its sole discretion, that TVDSB's continued dealings with the Proponent would adversely impact TVDSB's reputation;
- (e) the Proponent's performance of the Services fell below TVDSB expectations and requirements, having regard to the complexity of the Services and the Proponent's expertise and experience;



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- (f) the Proponent has made claims or commenced legal proceedings, whether by litigation or arbitration, against TVDSB;
- (g) any other circumstances where removal from a VOR List is specifically provided for in the RFSQ Documents.

11. RESPONDING TO OTHER PROCUREMENTS ISSUED BY TVDSB

11.1.1 From time to time TVDSB may issue work orders, purchase orders or project-specific procurements (including requests for prequalification and/or requests for proposals) for the supply of services, including the Services (collectively “**Service Procurements and Purchases**”), to one or more Proponents and/or other consulting firms or consultants, and without regard to the ranking of any Proponents. Nothing in this RFSQ prohibits or prevents TVDSB from issuing such Service Procurements and Purchases, and Proponents who are invited to respond or who wish to participate in such Service Procurements and Purchases will be required to comply with and submit a response to such Service Procurements and Purchases, notwithstanding that they may be a Prequalified Proponent placed on one or more VOR List(s) and notwithstanding that they may have entered into a MSA. Further, the fact a Proponent is a Prequalified Proponent placed on one or more VOR List(s) does not mean that such Proponent will necessarily be invited to respond to or participate in any Service Procurements or Purchases.

12. GENERAL

12.1 PROHIBITION ON LOBBYING AND COLLUSION

12.1.1 Proponents and their directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from engaging in conduct which is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFSQ. Without limiting the generality of the foregoing, and except as provided in this RFSQ, no such person shall contact, communicate with or attempt to contact or communicate with, directly or indirectly and in any manner whatsoever, any staff, personnel or representative of the Evaluation Team or the TVDSB, including any member of the TVDSB board of trustees, in connection with this RFSQ.

12.1.2 A Proponent’s failure to comply with this Section may result in the disqualification of the Proponent and its removal from any VOR List(s).

12.2 CONFLICT OF INTEREST

12.2.1 Proponents are required to declare, as part of their Proposal, that the Proponent is not aware of any perceived, potential or actual Conflict of Interest. For the purposes of this RFSQ, “**Conflict of Interest**” includes:

- (a) any situation or circumstances where, in relation to this RFSQ, the Proponent’s other commitments, relationships or financial interests could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member or representative of the Evaluation Team or the TVDSB;
- (b) any situation or circumstances where any member of the TVDSB board of trustees or any person employed by the TVDSB in any capacity:
 - (i) has a direct or indirect financial or other interest in any Proponent;
 - (ii) is an employee or a consultant to or under contract to any Proponent;



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- (iii) is negotiating or has an arrangement concerning future employment or contracting with any Proponent;
- (iv) has an ownership interest in or is an officer or director or partner of any Proponent;
- (c) any situation where:
 - (i) a Proponent owns or controls, or beneficially owns or controls, directly or indirectly, another person, partnership or corporation (such person, partnership or corporation referred to as a “**Related Party**”); or
 - (ii) a Proponent is owned or controlled, directly or indirectly, by a Related Party, and such Related Party carries on business within one or more Service Categories.

12.2.2 If a Proponent discovers, at any time, any perceived, potential or actual Conflict of Interest, the Proponent shall promptly send a written statement to the RFSQ Coordinator describing the perceived, potential or actual Conflict of Interest, along with a written proposal that, if implemented, would address the identified perceived, potential or actual Conflict of Interest. The TVDSB will review the Proponent’s written statement and proposal and, without limiting the generality of Article 9, the TVDSB may, in its sole discretion:

- (a) disqualify the Proponent from participating in this RFSQ and/or remove the Proponent from one or more VOR List(s);
- (b) waive any and all perceived, potential or actual Conflict of Interest upon such terms and conditions, if any, as the TVDSB, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.

12.2.3 The onus is on each Proponent to conduct any and all investigations necessary to confirm and satisfy itself that there is no perceived, potential or actual Conflict of Interest and that the declaration made as part of its Proposal is true and correct. If the TVDSB determines that a Proponent’s declaration is not materially true and correct, or if a Proponent otherwise fails to comply with this Section 12.2, the TVDSB may disqualify the Proponent and/or may remove the Proponent from one or more VOR List(s).

12.3 CONFIDENTIALITY, DISCLOSURE AND MFIPPA

12.3.1 Proponents acknowledge that the contents of their Proposals will be disclosed to the Evaluation Team and others within TVDSB and/or to TVDSB’s advisors. The TVDSB will use reasonable efforts to protect sensitive and confidential information provided by Proponents, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed, even if the TVDSB, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFSQ Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.

12.3.2 The TVDSB may be required to disclose parts or all of a Proposal pursuant to the provisions of MFIPPA or other legislation. Subject to the provisions of MFIPPA, the TVDSB will use reasonable efforts to safeguard the confidentiality of any information identified by a Proponent as confidential, however, the TVDSB shall not be liable in any way whatsoever if such information is disclosed based on an order or decision made under MFIPPA or any other applicable law. By delivering a Proposal each Proponent agrees to such disclosure and releases the RFSQ Coordinator, the Evaluation Team, and the TVDSB from any liability for the same.



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12.4 PREQUALIFICATION DOES NOT CONSTITUTE ENDORSEMENT

12.4.1 TVDSB's prequalification of a Proponent and the placement and ranking on a VOR List does not constitute a general endorsement of that Proponent's work or services.

12.5 LIMIT OF LIABILITY

12.5.1 Each Proponent agrees that TVDSB's aggregate liability to any Proponent and the aggregate amount of damages recoverable by a Proponent against TVDSB for any and all claims relating to or arising from this RFSQ or a Proponent's participation in this RFSQ, including:

- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
- (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Proponent's participation in this RFSQ and/or delivery of a Proposal,

shall be limited to the lesser of \$5,000 and the Proponent's reasonable demonstrated costs of preparing its Proposal.

END OF INSTRUCTIONS TO PROPONENTS



SERVICE CATEGORIES

SCHEDULE A – SERVICE CATEGORIES AND SCOPE OF WORK

Proponents are required to identify in their Technical Submission Form the Service Category(ies) for which they are applying to be considered for prequalification. The Service Categories are listed below:

Service Category	Description
Architectural	services include renovations to interior school spaces such as libraries, washrooms, classrooms, operational spaces, window/curtain wall replacement etc.
Building restoration	services include building envelope repairs and portable relocations. Sample projects include masonry restoration, stone repairs, heritage restoration and cladding repairs
Civil engineering	services include earthwork, landscaping, storm water management, concrete sidewalks, pavement, and other site improvements. Sample projects recently completed in the last few years include parking lot, playing fields, concrete walkway restorations, new vehicle access roadways within school property, landscaping and grading design, and storm water management
Electrical engineering	services include fire alarm upgrades, emergency lighting systems upgrades, electrical services upgrades, etc. Sample projects recently completed in the last few years include: fire alarm upgrades, electrical service upgrades, lighting improvements, Wi-Fi installation
Energy management	services include energy management studies, BAS control upgrades, BAS Commissioning, etc.
Environmental	services include asbestos abatement, air quality sampling, designated substance service abatement, etc. Additional services such as updates to TVDSB's Asbestos Management Plan and Designated Substance Survey Reports may be required. Consultants are to utilize TVDSB's online electronic database
Mechanical engineering	services include boiler plant upgrades, chiller plant upgrades, HVAC system upgrades, plumbing retrofits, etc.
Roofing	services include roof and associated perimeter flashings replacement. Yearly visual surveys, non-destructive moisture surveys, thermographic surveys will be required on approximately 30 elementary schools and 10 secondary schools
Structural	services include repair and reinforcement of primary structural systems. Sample projects include mechanical unit supports, foundation repairs, and structural system reinforcements



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The general scope of work involves Consulting Services for the following disciplines:

1. Architectural Consultant
2. Civil Consultant
3. Electrical Consultant
4. Energy Management Consultant
5. Environmental Consultant
6. Mechanical Consultant
7. Roofing Consultant
8. Structural Consultant
9. Building Restoration Consultant

For projects that cross through multiple disciplines, or require specialty design, all fees and proposals must adhere to the rate provided on the Cost Schedule for the primary discipline of the project and additional services would be extra. Additional service fee would be based on the estimated project value for the relevant item.

PRE-DESIGN SERVICES:

- Analysis of client's needs.
- Site evaluation study.
- Verifying accuracy of drawings furnished by client.
- Assist client if survey information is required.
- Assist client if soil investigation is required.
- Construction budget.
- Assist client with toxic and hazardous substances and materials information required.

GENERAL SERVICES, ALL APPLICABLE PHASES:

- Engagement of applicable disciplines specific to project (i.e Architect, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, etc.)
- Revisions of drawings, specifications or other documents.

COORDINATION:

- Coordination with applicable disciplines specific to project (i.e. Architect, Structural Engineering, Mechanical Engineering, Electrical Engineering, Civil Engineering, Energy Management, Environmental, Roofing Building Restoration etc.)

DESIGN SERVICES

- Review of program of Client requirements - allow for two design meetings.
- Investigate existing conditions on site.
- Estimate of construction cost.
- Review applicable statutes, codes, etc.
- Assist client in obtaining approval of authorities if necessary.
- Preparation of drawings, selecting materials and equipment, and developing detailed and thorough specifications for tendering;
- Updated estimate of construction cost.
- Preparation of bidding information and construction contract conditions.
- Review applicable statutes, codes, etc.

BIDDING/NEGOTIATION PHASE:

- Assist client with pre-qualification of bidder as required.
- Assemble and provide bid documents.
- Documentation for alternative, unit and itemized prices.



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Documentation for sequential bids.
Addenda.
Bid receipt and review.
Assist client with construction contract negotiations - allow for one meeting.
Revision of documents to incorporate addenda.
Preparation of construction contract documents.
CONSTRUCTION PHASE CONTRACT ADMINISTRATION (GENERAL REVIEW)
OFFICE FUNCTIONS:
Receive proof of WSIB certificates, bonds and insurance policies.
Monitor and maintain construction schedule.
Review contractor's progress claims and monitor schedule of values for accuracy.
Supplemental details and instructions (review shop drawings, prepare colour schedule).
Requests for Information (RFI's).
Change notices/orders and change directives.
Review contractor's documentation at project completion.
Evaluating contractor's proposed substitutions.
Evaluation of extensive claims.
Assist the Board with payment claims as a result of Construction Act.
CONSTRUCTION REVIEW (FIELD FUNCTIONS)
Attend site meetings (allow for 1 pre-construction meeting, bi-weekly site meetings, and one project close out meeting)
General review limited to building code related matters (Allow two site visits per week)
Coordinate any relevant inspection and testing services.
Off-site review of manufactured products.
Contract documentation interpretation.
Payment certification.
Substantial performance certification.
Deficiency review and documentation
Statement of deemed completion.
Takeover procedure.
POST CONSTRUCTION PHASE:
Project close out.
Systems demonstrations.
Manuals.
Client's maintenance procedures instruction.
Twelve month warranty review.
NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS - MUNICIPAL):
Zoning or land use amendment.
Committee of adjustment.
Site development review.
Development approval/agreement.
Public hearings.
Building permit application.
NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS - REGIONAL):



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Planning.
Health.
Work/roads/engineering.
Conservation.
NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS - PROVINCIAL:)
Fire Marshall.
Elevating devices.
Transportation.
Environment.
Architectural Consultant
Architectural Consultant services include renovations to interior school spaces such as libraries, washrooms, classrooms, operational spaces, window/curtain wall replacement etc.
In addition to scope of work noted above, the Consultant is to complete energy savings study as part of pre-design as requested by the Board.
In addition to scope of work noted above, the Consultant is to complete architectural renderings as part of the schematic design phase.
Civil Consultant
Civil Consultant services include earthwork, landscaping, storm water management, concrete sidewalks, pavement, and other site improvements. Sample projects recently completed in the last few years include parking lot, playing fields, concrete walkway restorations, new vehicle access roadways within school property, landscaping and grading design, and storm water management.
Electrical Consultant
Electrical Engineering services include fire alarm upgrades, emergency lighting systems upgrades, electrical services upgrades, etc. Sample projects recently completed in the last few years include: fire alarm upgrades, electrical service upgrades, lighting improvements, Wi-Fi installation.
Energy Management Consultant
Energy savings/Savings study
Environmental Consultant
Environmental Consultant services include asbestos abatement, air quality sampling, designated substance service abatement, etc.
In addition to the scope of work noted above, the Consultant may be requested to provide services to update Asbestos Management Plan surveys and Designated Substance Surveys. The Consultant to utilize the Board's online electronic database.
Mechanical Consultant
Mechanical Engineering services include boiler plant upgrades, chiller plant upgrades, HVAC system upgrades, plumbing retrofits, etc.



RFSQ #348 for Consultant Services

Roofing Consultant

Roofing Consultant services include roof replacement and associated perimeter flashings.

In addition to the scope of work noted above the Roof Consultant may be requested to complete visual surveys, destructive testing and infrared thermographic surveys of roof assemblies as directed by the Board.

Structural Consultant

Structural Consultant Services include repair and reinforcement of primary structural systems. Sample projects include mechanical unit supports, foundation repairs, and structural system reinforcements.

Building Restoration Consultant

Building restoration services include building envelope repairs and portable relocations. Sample projects include masonry restoration, stone repairs, heritage restoration and cladding repairs.

END OF SCHEDULE



TVDSB PROCUREMENT WEB PORTAL

SCHEDULE B – TVDSB PROCUREMENT WEB PORTAL

This Schedule describes the process for accessing the Portal.

1. Go to “www.tvdsb.ca”
2. Click on “I’D LIKE TO”; and then click on “Go to Purchasing”.
3. Click on “Bids”; and then click on “Proceed to inquiry/download page”.
4. Locate the RFSQ and click “New” icon. You will be directed to the “TVDSB Client Portal”.
5. Proponents that already have a TVDSB Client Portal account: Click “TVDSB Login” and log in using your TVDSB Client Portal account and password.
6. Proponents that do not already have a TVDSB Client Portal account:
 - (a) Click “Sign up now”;
 - (b) Read the TVDSB Client Portal Disclaimer, scroll to bottom and click “I agree” or “I do not agree”.
 - (c) Proponents that click “I do not agree” will not be able to participate in the RFSQ.
 - (d) Proponents that click “I agree” will be taken to the “New Account Application” page. Complete the account information and click “Create My Account”; then click “TVDSB Login”.
7. Once logged in, you will be within the Client Portal. Click “Open to Bid” and then click on the “New” icon for the RFSQ.

To access answers to questions and addenda:

1. Follow the steps outlined in steps 1 to 3 above.
2. Proceed to the RFSQ and click “Answers to Questions”.

END OF SCHEDULE



TECHNICAL REQUIREMENTS

SCHEDULE C – TECHNICAL REQUIREMENTS

It is important that Proponents present the information required by this Schedule so that it can be readily understood and evaluated. A Proponent’s Technical Submission should address all of the items set out in this Schedule in the order in which they appear and using the same headings and numbering sequence. A Proponent’s failure to follow instructions or failure to provide a full response to this Schedule may have an adverse impact on the evaluation of its Technical Submission.

Proponents should not assume that the TVDSB or any member of the Evaluation Team has any knowledge of the Proponent or its expertise, experience or qualifications, and should ensure that all required information is included and submitted as part of the Proponent’s Technical Submission.

References to web / internet sites or links are NOT acceptable and will NOT be considered.

Technical Submissions should be no longer than a total of 10 pages per discipline, excluding resumes, charts and other documents requested, and should be organized as follows:

Part 1	Completed and signed Technical Submission Form
Part 2	Proponent information
Part 3	Operational experience
Part 4	Value added
Part 5	Key personnel
Part 6	Project Examples
Part 7	References

1. **Part 1 – Completed and Signed Technical Submission Form**

Submit a completed and signed Technical Submission Form (Schedule D) signed by the Proponent.

2. **Part 2 – Proponent Information**

- (a) Provide the Proponent’s legal name and the year the Proponent was established.
- (b) Submit a corporate / business chart of the Proponent and the office from which the Services will be delivered, including the number of principals and employees at that location.
- (c) Submit a narrative describing the Proponent’s history and current activities and demonstrating the Proponent’s experience performing services in the educational sector which are the same or similar to the Services.
- (d) If the Proponent previously provided services to the TVDSB, identify the project(s) and the Proponent’s role on such project(s).
- (e) Submit a list of litigation and/or arbitration disputes involving in excess of \$100,000 commenced by or against the Proponent by or against its clients within the last three (3) years, including a summary of each dispute and details of its resolution.
- (f) Submit copies of the following documents:



TECHNICAL REQUIREMENTS

- (i) Evidence of the following minimum insurance policies and coverages currently in force:
 - (A) commercial general liability insurance: \$5.0 million per occurrence; \$5.0 million aggregate;
 - (B) professional / E&O insurance: \$1.0 million per occurrence; \$1.0 million aggregate;
 - (C) automobile liability insurance: \$2.0 million per occurrence.
- (ii) Current WSIB clearance certificate.
- (iii) Evidence of standing with applicable professional association. Professional Engineers Ontario, Ontario Association of Architects, other associations etc.

3. **Part 3 – Operational Experience**

- (a) Submit a narrative describing any processes or system the Proponent will use to ensure compliance with schedules and budgets. Describe budget control measures that the Proponent will utilize to manage budgets.
- (b) Describe how the Proponent would provide design solutions that would minimize future maintenance/operational costs.
- (c) Describe the Proponent's communication strategy and how the Proponent will build an effective relationship with TVDSB staff.
- (d) Describe the Proponent's project management techniques and how the Proponent would effectively manage and direct the activities of the contractor.
- (e) Demonstrate the Proponent's knowledge and understanding of applicable Ontario Building Codes, Fire Codes and other relevant codes related to disciplines.
- (f) Describe how the Proponent will support TVDSB with the implementation of the Construction Act and illustrate how the Proponent will support TVDSB on a typical project.
- (g) Describe what new or innovative building systems, materials, or components that the Proponent might recommend that is different from the conventional designs currently used for typical construction or school renewal projects.
- (h) Describe energy conservation or sustainable technology measures the Proponent could propose to include in typical designs.

4. **Value Added**

- (a) Describe any value added building specific programs that the Proponent can offer the TVDSB. These programs should be able to be customized for specific use by the TVDSB and offered at no additional cost. Programs would be used to assist facilities staff on school renewal and maintenance projects.
- (b) Describe any value added building specific services that the Proponent can offer the TVDSB. These services should be able to be customized for specific use by the TVDSB and offered at no additional cost to the contract. Services would be used to assist facilities staff on school renewal and maintenance projects.



TECHNICAL REQUIREMENTS

5. Part 5 – Key Personnel

For each Service Category for which the Proponent is applying to be prequalified (as identified in the Technical Submission Form):

- (a) Provide the names and positions of the key personnel that would be involved in performing the Services;
- (b) Submit a resume for each person; and
- (c) Submit an organizational chart illustrating the lines of authority among the key personnel and identify the key person(s) that would be the “project manager” or the main point of contact between the Proponent and TVDSB.

6. Part 6 – Project examples

For each of the Service Categories for which the Proponent is applying to be prequalified (as indicated in the Technical Submission Form), submit information relating to up to five (5) projects undertaken and/or completed in the last five (5) years, including any projects which may be on-going, which best illustrate the Proponent’s expertise, experience and capabilities in connection with the performance of services comparable to the Services. Experience working for school boards and educational institutions is preferred. For each project submit the following:

- (a) a general description of the mandate, including location and size; and
- (b) a summary of the services performed; and
- (c) the start and completion dates; and
- (d) adherence to planned budget and schedule.

7. Part 7 – References

The Proponent **must** provide three current job related references for each category where you have successfully completed projects of a similar nature. Reference should be a key contact person involved with a project (owners’ representative is preferred). Reference letters will not be evaluated. The reference **must** contain the following information and be **returned in Word format**:

Company Name:
Contact Name:
Email address:

END OF SCHEDULE



TECHNICAL SUBMISSION FORM

SCHEDULE D – TECHNICAL SUBMISSION FORM

TO: TVDSB Portal

Name and Business Address of Proponent:

Phone: _____ **Fax:** _____

Contact name for future correspondence and inquiries:

Name and Title _____ **Phone:** _____

E-mail: _____

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the RFSQ Documents, including all Schedules and all addenda issued, and we hereby submit the forms, documents and other material required by the Technical Requirements. Without limiting the foregoing, we understand, acknowledge, accept and agree that:

- (a) **the issuance of the RFSQ Documents, our preparation and delivery of our Proposal, and the receipt, review and evaluation of our Proposal will not create any contractual relations or obligations, including “Contract A” (sometimes referred to as the “bid contract”), between us and TVDSB;**
- (b) **notwithstanding that we may be prequalified and may be placed on a VOR List, TVDSB has no obligation to issue any Work Orders;**
- (c) **if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MSA to TVDSB within 15 business days of our receipt of the same;**
- (d) **the execution of a MSA does not obligate TVDSB to issue any Work Orders or otherwise engage us to perform any Services;**
- (e) **Work Orders, if any, will be issued in accordance with Section 8.2 of the Instructions to Proponents and will otherwise be subject to the other terms of the MSA;**
- (f) **the RFSQ requires that we submit a Price Submission and we confirm that we have submitted a Price Submission as instructed by the RFSQ.**

We hereby represent that the documents and other material attached to this Technical Submission Form fully respond to Schedule C – Technical Requirements, are complete and accurate, and that TVDSB may rely on all such documents and material submitted.



TECHNICAL SUBMISSION FORM

Capitalized terms used in this Technical Submission Form and not otherwise defined shall have the meanings assigned to them in the Instructions to Proponents.

1. SERVICE CATEGORIES

Having reference to Schedule A – Service Categories, we have inserted in the table below the Service Category(ies) for which we are applying to be prequalified: *[NOTE to Proponents: Add rows to the table below as may be required]*

Service Category

2. CONFLICT OF INTEREST

If the box below is left blank, the Proponent will be deemed to declare that (a) there was no Conflict of Interest in preparing its Proposal; and (b) there is no foreseeable Conflict of Interest in performing the Services. Otherwise, if the statement below applies, check the box.

We declare that there IS an actual or potential Conflict of Interest relating to the preparation of our Proposal, and/or we foresee an actual or potential Conflict of Interest in performing the Services.

If a Proponent declares an actual or potential Conflict of Interest by marking the box above, the Proponent must provide and attach details of the actual or potential Conflict of Interest as well as the Proponent’s proposed steps that, if implemented, would address the identified actual or potential Conflict of Interest.

3. ATTACHMENTS

We have attached all documents and other material required in response to Schedule C – Technical Requirements. Each attachment addresses the items listed in Schedule C in the order in which they appear, using the same headings and numbering sequence.

Signed and submitted for and on behalf of:

PROPONENT _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Proponent named above

END OF SCHEDULE



PRICE SUBMISSION FORM

SCHEDULE E – PRICE SUBMISSION FORM

TO: TVDSB Portal

Name and Business Address of Proponent:

Phone: _____ Fax: _____

Contact name for future correspondence and inquiries:

Name and Title _____ Phone: _____

E-mail: _____

We have read and we fully understand, acknowledge, accept and agree to the terms, conditions and the requirements of the RFSQ, including all RFSQ Schedules and all addenda issued. We acknowledge that if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MSA to TVDSB within 15 business days of our receipt of the same.

A. REPRESENTATIONS AND WARRANTIES

We represent and warrant as follows:

1. Our Technical Submission, including all of the information included in our Technical Submission Form and all schedules, forms, documents and other information submitted with our Technical Submission Form and in accordance with the RFSQ Documents, is incorporated herein by reference and shall be deemed to be an integral part of our Proposal.
2. Our Proposal incorporates and takes into account addenda number(s) _____.
[Proponent to insert addenda incorporated in the Proposal; if none, insert "None"]

B. SERVICE CATEGORY PRICE LIST(S)

We have attached a completed and signed Service Category Price List for each Service Category for which we have applied to be prequalified, as indicated in our Technical Submission Form.

C. DECLARATIONS, ACKNOWLEDGMENTS AND AGREEMENTS

1. We declare that our Proposal, including our Price Submission, is not made in conjunction with any other Proponent and is, in all respects, made without collusion.



PRICE SUBMISSION FORM

2. We have read and we fully understand the requirements of the RFSQ and we hereby represent that our Proposal, including our Price Submission, fully responds to the Instructions to Proponents, and is complete and accurate.
3. We accept and agree that any information that we have provided in our Proposal, even if it is identified as being supplied in confidence, may be used and disclosed in circumstances described in the Instructions to Proponents, including where required by law or by order of a court or tribunal.
4. We acknowledge and agree that, if we receive the written notice described in paragraph 8.1.1 of the Instructions to Proponents we will sign and deliver the signed MSA to TVDSB within 15 business days of our receipt of the same. We acknowledge and agree that our failure to comply will result in our removal from any VOR List(s).

Signed and submitted for and on behalf of:

PROPONENT _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Proponent named above

END OF SCHEDULE



SERVICE CATEGORY PRICE LIST

SCHEDULE F – SERVICE CATEGORY PRICE LIST

NOTE TO PROPONENTS: Proponents must complete, sign and submit a Schedule F – Service Category Price List for each Service Category for which you applied to be prequalified, as indicated in your Technical Submission Form, and attach each completed and signed form to your Price Submission Form. A Prequalified Proponent that fails to submit a Service Category Price List for a Service Category will be removed from the VOR List for such Service Category.

Proponent Name: _____

We submit this Service Category Price List for the following Service Category:

Having carefully examined the RFSQ Documents, we offer the following fees and hourly rates for the performance of the Services in the above-noted Service Category. We declare, acknowledge and agree that:

1. Our fees and rates set out below will be in effect for the duration of the MSA.
2. Our fees and rates set out below include all of the following:
 - (a) the costs and expenses of any and all subconsultants (if permitted by the MSA);
 - (b) all disbursements and reimbursable expenses;
 - (c) all taxes and duties other than HST.

Fee Schedule

Tier	Estimated Construction Cost	Percentage Fee
A	less than \$50,000	will be based on hourly rates listed below
B	\$50,000 to \$100,000	%
C	\$100,001 to \$250,000	%
D	\$250,001 to \$500,000	%
E	\$500,001 to \$750,000	%
F	\$750,001 to \$1,500,000	%
G	\$1,500,001 to \$2,000,000	%
H	\$2,000,000 to \$5,000,000	%

NOTE: Proponents DO NOT have to insert a fee for each Tier. If a fee for a particular Tier is left blank, the Proponent will not be issued any Work Orders for Services with an estimated construction cost within such Tier.



SERVICE CATEGORY PRICE LIST

Hourly Rates – Tier A Services

We offer the following hourly rates which will be used to charge for Services performed for Work Orders with an estimated construction cost of less than \$50,000.

NOTE TO PROPONENTS: Insert in the table below the staff titles / positions of personnel and their hourly rates to be charged for Tier A Services (where the estimated construction cost is less than \$50,000). Add additional rows if required. **If the table below is left blank, the Proponent will NOT be evaluated or ranked or issued any Work Orders for Services with an estimated construction cost of less than \$50,000.**

Staff Title / Position (Tier A Services)	Hourly Rate (excl. HST) (Tier A Services only)
Partner/Principal	
Senior Architect (15+ years' experience)	
Project Architect/Project Manager	
Intermediate Architect (5-15 years' experience)	
Junior Architect (1-5 years' experience)	
Technician/Technologist	
AutoCAD Support	
Administrative Support	

Hourly Rates – Additional Services for Tiers B – H

We offer the following hourly rates which will be used to calculate the cost of additional services where the estimated construction cost is \$50,000 or more (Tiers B – H).

NOTE TO PROPONENTS: Insert in the table below the staff titles / positions of personnel and their hourly rates to be charged for additional services. Add additional rows if required. **If the table below is left blank, the Proponent will NOT be evaluated or ranked or issued any Work Orders for Services with an estimated construction cost within Tiers B – H.**

Staff Title / Position (Additional Services)	Hourly Rate (excl. HST) (Additional Services)
Partner/Principal	
Senior Engineer/Staff (15+ years' experience)	
Project Manager	
Intermediate Engineer/Staff (5-15 years' experience)	
Junior Engineer/Staff (1-5 years' experience)	
Technician/Technologist	



SERVICE CATEGORY PRICE LIST

Staff Title / Position (Additional Services)	Hourly Rate (excl. HST) (Additional Services)
AutoCAD Support	
Administrative Support	

Signed and submitted for and on behalf of:

PROPONENT _____

DATE _____

SIGNATURE _____

Name and Title _____

I have authority to bind the Proponent named above

END OF SCHEDULE



PRICE EVALUATION MATRIX

SCHEDULE G – PRICE EVALUATION MATRIX

The prices and rates submitted by Prequalified Proponents will be evaluated and the Proponents will be ranked within each VOR List for which they have been prequalified, on a Tier-by-Tier basis. For example, this means a Prequalified Proponent placed on a VOR List for a particular Service Category may be ranked differently for Tier A Services than Tier C Services than Tier E Services, and so on.

Price Submissions delivered by Prequalified Proponents placed on a VOR List will be scored out of a maximum of 100 points for each Tier for which a Prequalified Proponent submitted a fee / hourly rates, as described below.

SCORING OF TIER A HOURLY RATES

Prequalified Proponents that submit hourly rates for Tier A Services for a Service Category will be scored on the basis of the hourly rates submitted, as described below. The scores will determine the ranking of the Proponents for Tier A Services for such Service Category, with the highest-scoring Proponent being ranked first.

The score for a Prequalified Proponent’s Tier A hourly rates for each Service Category will be established as follows:

- (a) the Prequalified Proponent’s hourly rates submitted for Tier A services for that Service Category will be added and the sum will be that Proponent’s “**Cumulative Tier A Hourly Rate**”;
- (b) the Cumulative Tier A Hourly Rate will be divided by the number of positions listed in the “Staff Title / Position (Tier A Services)” column of the “Hourly Rates – Tier A Services” table in the Service Category Price List for that Service Category and the result will be that Proponent’s “**Average Tier A Hourly Rate**”;
- (c) the Prequalified Proponent with the lowest Average Tier A Hourly Rate will be awarded a score of 100 points;
- (d) the Tier A score for each of the other Prequalified Proponents that submitted Tier A hourly rates will be calculated as follows:

$$\frac{\text{lowest Average Tier A Hourly Rate}}{\text{other Prequalified Proponent's Average Tier A Hourly Rate}} \times 100 = \text{Tier A score}$$

- (e) If there is a tie in the Tier A scores of two or more Prequalified Proponents, the tie will be broken on the basis of the Proponents’ Technical Score rankings.

SCORING OF FEES AND HOURLY RATES FOR TIERS B – H

Prequalified Proponents that submit a percentage fee for a particular Tier for a Service Category will be scored on the basis of (a) such fee, and (b) the hourly rates submitted for additional services, as described below. The ranking for each Tier for a Service Category will be determined on the basis of the Proponents’ Tier Scores, as defined and as established below, with the highest-scoring Proponent being ranked first for such Tier.



PRICE EVALUATION MATRIX

The score for a Prequalified Proponent’s percentage fee and hourly rates for additional services for each of Tiers B – G for each Service Category will be established as follows, on a Tier-by-Tier basis:

- A. First, each Prequalified Proponent’s percentage fee for each Tier for which the Prequalified Proponent submitted a percentage fee will be scored out of 70 points (the “**Fee Score**”); then
- B. Each Prequalified Proponent’s hourly rates for additional services will be scored out of 30 points (the “**Additional Services Score**”); and
- C. The aggregate of each Prequalified Proponent’s Fee Score for a Tier and the Proponent’s Additional Services Score will be that Proponent’s “**Tier [B/C.../H] Score**”.
- D. If there is a tie in the Tier Scores of two or more Prequalified Proponents, the tie will be broken on the basis of the Proponents’ Fee Scores. If a tie persists, the tie will be broken on the basis of the Proponents’ Technical Score rankings.

A. **Establishing the “Fee Score”**

- (i) the Prequalified Proponent(s) with the lowest percentage fee for a Tier will be awarded a Fee Score of 70 points for that Tier. For certainty, if two or more Prequalified Proponent are tied with the lowest percentage fee for a Tier, all such tied Proponents will be awarded a Fee Score of 70 points for that Tier;
- (ii) the Fee Score for each of the other Prequalified Proponents for that Tier will be calculated as follows:

$$\frac{\text{lowest percentage fee}}{\text{other Prequalified Proponent’s percentage fee}} \times 70 = \text{Fee Score}$$

B. **Establishing the “Additional Services Score”**

- (i) each Prequalified Proponent’s hourly rates submitted for additional services will be added and the sum will be that Proponent’s “**Cumulative Additional Services Rate**”;
- (ii) the Cumulative Additional Services Rate will be divided by the number of positions listed in the “Staff Title / Position (Additional Services)” column of the “Hourly Rates – Additional Services for Tiers B – G” table in the Service Category Price List for that Service Category and the result will be that Proponent’s “**Average Additional Services Rate**”;
- (iii) the Prequalified Proponent(s) with the lowest Average Additional Services Rate will be awarded an Additional Services Score of 30 points. For certainty, if two or more Prequalified Proponent are tied with the lowest Average Additional Services Rate for a Service Category, all such tied Proponents will be awarded an Additional Services Score of 30 points;
- (iv) the Additional Services Score for each of the other Prequalified Proponents will be calculated as follows:



PRICE EVALUATION MATRIX

$$\frac{\text{lowest Average Additional Services Rate}}{\text{other Prequalified Proponent's Average Additional Services Rate}} \times 30 = \text{Additional Services Score}$$

C. **Establishing the Tier Score**

For each of Tiers B – H in each Service Category, each Prequalified Proponent's Tier Score will be the aggregate of that Proponent's:

- (i) Fee Score for a Tier, PLUS
- (ii) Additional Services Score.

If there is a tie in the Tier Scores of two or more Prequalified Proponents for a particular Tier, the tie will be broken on the basis of the Proponents' Fee Scores. If a tie persists, the tie will be broken on the basis of the Proponents' Additional Services Score. If a tie still persists, the tie will be broken on the basis of the Proponents' Technical Score rankings.

END OF SCHEDULE



MASTER SERVICES AGREEMENT

SCHEDULE H – MASTER SERVICES AGREEMENT

Master Agreement is attached separately.

END OF SCHEDULE



LIST OF SCHOOLS

APPENDIX A

Name	City/Town
A. J. Baker PS	KINTORE
Adelaide - W.G. MacDonald PS	STRATHROY
Aldbrough PS	RODNEY
Algonquin PS	WOODSTOCK
Annandale PS	TILLSONBURG
Balaclava Street Education Centre	ST THOMAS
Caradoc PS	MOUNT BRYDGES
Caradoc North PS	STRATHROY
Central PS	WOODSTOCK
Winchester Street PS	WOODSTOCK
McGregor PS	AYLMER
Delaware Central PS	DELAWARE
South Dorchester PS	BELMONT
Dunwich-Dutton PS	DUTTON
East Oxford Central PS	WOODSTOCK
East Williams Memorial PS	AILSA CRAIG
Eastdale PS	WOODSTOCK
Ekcoe Central PS	GLENCOE
Elgin Court PS	ST THOMAS
Harrisfield PS	INGERSOLL
Hickson Central PS	HICKSON
P. E. Trudeau FI PS	ST THOMAS
Roch Carrier FI PS	WOODSTOCK
Innerkip Central PS	INNERKIP
Locke's PS	ST THOMAS
Centennial Central PS	ARVA
Summers' Corners PS	AYLMER
Maple Lane PS	TILLSONBURG
McGillivray Central PS	AILSA CRAIG
Mosa Central PS	GLENCOE
Northdale Central PS	DORCHESTER
Northdale PS	WOODSTOCK
Oliver Stephens PS	WOODSTOCK
Oxbow PS	ILDERTON
Parkhill-West Williams PS	PARKHILL
Parkview PS	KOMOKA
Plattsville & District PS	PLATTSVILLE
Port Burwell PS	PORT BURWELL
Kettle Creek PS (former Port Stanley PS)	PORT STANLEY
Royal Roads PS	INGERSOLL
River Heights PS	DORCHESTER
J.S. Buchanan FI PS	STRATHROY
Southside PS	WOODSTOCK
Southwold PS	ST THOMAS



LIST OF SCHOOLS

APPENDIX A

South Ridge PS	TILLSONBURG
Springbank PS	WOODSTOCK
Springfield PS	SPRINGFIELD
Straffordville PS	STRAFFORDVILLE
Tavistock PS	TAVISTOCK
Thamesford PS	THAMESFORD
Tollgate Central FI PS	WOODSTOCK
Valleyview Central PS	ILDERTON
West Elgin SS	WEST LORNE
Sparta PS	ST THOMAS
New Sarum PS	ST THOMAS
Zorra Highland Park PS	EMBRO
Arthur Voaden SS	ST THOMAS
Central Elgin CI	ST THOMAS
College Avenue SS	WOODSTOCK
Lord Dorchester SS	DORCHESTER
East Elgin SS	AYLMER
Glencoe DHS	GLENCOE
Glendale HS	TILLSONBURG
Huron Park SS	WOODSTOCK
Ingersoll District CI	INGERSOLL
Medway HS	ARVA
North Middlesex DHS	PARKHILL
Parkside CI	ST THOMAS
Woodstock CI	WOODSTOCK
North Meadows PS	STRATHROY
Blossom Park Education Centre	WOODSTOCK
Forest Park PS	ST THOMAS
June Rose Callwood PS	ST THOMAS
Davenport PS	AYLMER
West Elgin Sr PS	WEST LORNE
Lambeth PS	LONDON
Aberdeen PS	LONDON
Arthur Ford PS	LONDON
Ashley Oaks PS	LONDON
East Carling PS	LONDON
Bonaventure Meadows PS	LONDON
Byron Somerset PS	LONDON
Byron Northview PS	LONDON
Byron Southwood PS	LONDON
C. C. Carrothers PS	LONDON
Sir Georges Etienne Cartier PS	LONDON
Chippewa PS	LONDON
Clara Brenton PS	LONDON
Cleardale PS	LONDON
Ealing PS	LONDON



LIST OF SCHOOLS

APPENDIX A

Emily Carr PS	LONDON
Jeanne Sauvé FI PS	LONDON
Evelyn Harrison PS	LONDON
Fairmont PS	LONDON
F. D. Roosevelt PS	LONDON
Glen Cairn PS	LONDON
Sir Isaac Brock PS	LONDON
Hillcrest PS	LONDON
Jack Chambers PS	LONDON
John Dearness PS	LONDON
Kensal Park FI PS	LONDON
Knollwood Park PS	LONDON
Lester B Pearson School for the Arts	LONDON
Lord Elgin PS	LONDON
Lord Nelson PS	LONDON
Lord Roberts FI PS	LONDON
Masonville PS	LONDON
Mountsfield PS	LONDON
Nicholas Wilson PS	LONDON
Northbrae PS	LONDON
Northridge PS	LONDON
Orchard Park PS	LONDON
Sir John A. Macdonald PS	LONDON
Sir F. Banting Annex	LONDON
St. George's PS	LONDON
Stoneybrook PS	LONDON
Tecumseh PS	LONDON
John P. Robarts PS	LONDON
White Oaks PS	LONDON
Wilfrid Jury PS	LONDON
Wilton Grove PS	LONDON
Arthur Stringer PS	LONDON
Woodland Heights PS	LONDON
Wortley Road PS	LONDON
A. B. Lucas SS	LONDON
Clarke Road SS	LONDON
Eagle Heights PS	LONDON
Prince Charles PS	LONDON
Princess Anne FI PS	LONDON
Princess Elizabeth PS	LONDON
Rick Hansen PS	LONDON
Riverside PS	LONDON
Ryerson PS	LONDON
Trafalgar PS	LONDON
Tweedsmuir PS	LONDON
University Heights PS	LONDON



LIST OF SCHOOLS

APPENDIX A

Victoria PS	LONDON
W. Sherwood Fox PS	LONDON
West Oaks FI PS	LONDON
Westminster Central PS	LONDON
Westmount PS	LONDON
H.B. Beal SS	LONDON
Central SS	LONDON
London South CI	LONDON
Montcalm SS	LONDON
Oakridge SS	LONDON
Saunders SS	LONDON
Sir Frederick Banting SS	LONDON
Louise Arbour FI PS	LONDON
Sir Wilfrid Laurier SS	LONDON
B. Davison SS	LONDON
Westminster SS	LONDON
G A Wheable Centre for Adult Ed. Education Centre	LONDON
Facility Services - Zone 5	ARVA
Strathroy DCI	STRATHROY
Carrothers Field	LONDON
London Env. Ed. Ctr. - Pond Mills	LONDON
Facility Services - Corp. & Warehouse	LONDON
Jaffa Environmental Ed. Centre	AYLMER
Vansittart Woods Environmental Education Centre	WOODSTOCK
Facility Services - Zone 3	WOODSTOCK
Mitchell Hepburn PS	ST THOMAS
Wilberforce PS	LUCAN
Blenheim District PS	DRUMBO
West Nissouri PS	THORNDALE
John Wise PS	ST THOMAS
Facility Services - Zone 4	ST THOMAS
Stoney Creek PS	LONDON
Laurie Hawkins PS	INGERSOLL
Westfield PS (New Tillsonburg JK-8 PS)	TILLSONBURG
Mary Wright PS	STRATHROY
Emily Stowe PS	NORWICH
Sir Arthur Currie PS	LONDON
Cedar Hollow PS	LONDON
Eva Circé Côté FI PS	ST THOMAS

END OF SCHEDULE