



**REQUEST FOR PROPOSAL #352
ARCHITECTURAL SERVICES
FOR NEW SCHOOLS, ADDITIONS & RENOVATIONS**

Issue Date: Wednesday, November 30, 2011

Buyer: Stacey Shoemaker

Issued by: The Thames Valley District School Board: RFP #352

Return Date: prior to 12:00:00 noon, local time, Thursday, December 22, 2011

**THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET A - TERMS AND CONDITIONS**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.0.1	The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 178 schools with an estimated enrolment of 74,000 student		
1.1	PURPOSE/OBJECTIVES		
1.1.1	The purpose of this bid document is to provide interested parties with sufficient information to enable them to prepare and submit bids for consideration by the TVDSB for Architectural Services for New Schools, Additions and Renovations, subject to the conditions herein.		
1.1.2	The successful bidder(s) will be responsible for the total design (including all sub-consultants required), tendering, construction and commissioning of the project contemplated by the TVDSB.		
2.0	BID DEFINITIONS AND INFORMATION		
2.1	DEFINITIONS		
2.1.1	The following words are used throughout this bid document and bidders should note these conditions when completing their bid submission.		
2.1.1.1	The word " MUST " shall mean bidders "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant.		
2.1.1.2	The word " SHOULD " shall mean bidders "should" include the required information in bid submission.		
2.1.1.3	The word " NONCOMPLIANT " shall mean bid submissions will be eliminated from further evaluation if the submission does not include the required information.		
2.1.1.4	The word " SUB CONSULTANT " shall mean a person, firm or company hired by the bidder(s) or the successful bidder(s) to perform any portion or all of this bid.		
2.1.1.5	The word " QUALIFIED " shall mean a bidder who is compliant and has included the required information in their bid submission.		
2.1.1.6	CANADIAN STANDARD FORM AGREEMENT between Architect and Client, Document 600, 2008 as published by the Ontario Association of Architects.		

FIRM NAME : _____

SIGNATURE : _____

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2.1.1.7	BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB.		
2.1.1.7.1	Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the bidder could gain an unfair advantage over competitors. The TVDSB will reject any bid submission which contains a major irregularity.		
2.1.1.7.2	Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the bidder would not gain an unfair advantage over competitors. The TVDSB may permit the bidder to correct a minor irregularity.		
2.2	STRUCTURE OF THIS BID		
2.2.1	Bidders must use the electronic bidding file (setup.exe) which is available on the internet at:		
2.2.1.1	www.tvdsb.ca		
2.2.1.2	"Board"		
2.2.1.3	"Purchasing"		
2.2.1.4	"Bids"		
2.2.1.5	Scroll to the end of the document, click		
2.2.1.6	"Proceed to inquiry/download page".		
2.2.1.7	Proceed to the bid, click		
2.2.1.8	"New" Icon		
2.2.1.9	The setup.exe file contains Appendices352.xls with the following files:		
2.2.1.10	Worksheet A: Terms and Conditions in Excel format		
2.2.1.11	Worksheet B: Specifications in Excel format		
2.2.1.12	Worksheet C: Fees and Responsibilities		
2.2.1.13	Worksheet D: Criteria and Weighting in Excel format		
2.3	RETURN LOCATION		
2.3.1	Sealed bid submissions must be returned to:		
2.3.2	"Tenders Clerk"		
2.3.3	Tenders Clerk's box, Basement, Education Centre		
2.3.4	Thames Valley District School Board		
2.3.5	1250 Dundas Street		
2.3.6	London, Ontario		

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2.3.7	N5W 5P2		
2.3.8	The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.9 - Labelling of Envelope and diskette or CD).		
2.3.9	The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted.		
2.3.10	Delivery to the "Tenders Clerk" is the responsibility of the bidder.		
2.3.11	Submissions received by electronic transmission (i.e. fax or email) will not be accepted.		
2.3.12	Late bids will be returned to the bidder, unopened, if a return address is included on the submission envelope.		
2.4	IMPORTANT DATES		
2.4.1	ISSUE DATE: Wednesday, November 30, 2011.		
2.4.2	QUESTIONS: Wednesday, December 7, 2011.		
2.4.3	ANSWERS TO QUESTIONS: Friday, December 9, 2011.		
2.4.4	RETURN DATE and TIME: prior to 12:00 noon local time Thursday, December 22, 2011.		
2.5	QUESTIONS		
2.5.1	All questions pertaining to this bid document are to be addressed to: Stacey Shoemaker, by Fax (519) 452-2399 or stacey.shoemaker1@tvdsb.on.ca no later than December 7, 2011. After this date no further inquiries, concerns or questions may be submitted. The TVDSB reserves the right to distribute a notice of content of any inquiry and the TVDSB's response to all other registered bidders. All questions pertaining to this bid document must be submitted in writing.		
2.5.2	Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above may, at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Stacey Shoemaker, Buyer. The TVDSB will only be bound by written answers to questions .		
2.5.3	Answers to all questions will be posted to the TVDSB web site at www.tvdsb.on.ca:		
2.5.3.1	www.tvdsb.ca		
2.5.3.2	"Board"		
2.5.3.3	"Purchasing"		
2.5.3.4	"Bids"		
2.5.3.5	Scroll to the end of the document, click		
2.5.3.6	"Proceed to inquiry/download page"		

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SIGNATURE : _____

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2.5.3.7	Proceed to the Bid, click		
2.5.3.8	"Answers to Questions"		
2.5.3.9	View documents in PDF format.		
2.5.3.10	All bid files are available for downloading at no charge from the TVDSB web site.		
2.5.4	Should any questions raised by a bidder necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. See Section 2.5.3.		
3.0	CONTRACT TERM / PRICING / TAXES / PAYMENT		
3.1	CONTRACT TERM		
3.1.1	The term of this agreement shall be for five years, commencing on March 1, 2012 and unless otherwise provided herein, terminating on February 28, 2017.		
3.1.2	The TVDSB may, at the end of this contract term, extend the contract for a period of two years in one year increments and will advise the bidder in writing of their intentions.		
3.1.3	Bidders must state if your firm would agree to extending this contract with the same terms and conditions for a sixth year ending February 28, 2018.		
3.1.4	Bidders must state if your firm would agree to extending this contract with the same terms and conditions for a seventh year ending February 28, 2019.		
3.2	FEES		
3.2.1	Bidders must complete Appendices352.xls - Worksheet C - Fees and Responsibilities.		
3.2.2	Bidders must print and sign all Worksheets.		
3.2.3	The TVDSB has determined that the fee schedule for all anticipated projects will range between 4% and 8% of the total construction cost, not including HST. The fee is to be set by the Executive Officer of Facility Services and Capital Planning when the project scope is determined.		
3.3	TAXES		
3.3.1	HST: Where applicable, Harmonized Sales Tax must be shown separately on all invoices in accordance with Canadian and Provincial Government regulations.		
3.4	INVOICING/PAYMENT TERMS		
3.4.1	All invoices must be sent to the Thames Valley District School Board, 951 Leathorne Street, London, Ontario N5Z 3M7. Attention: Project Co-ordinator.		
3.4.2	Applicable taxes must be shown as separate line items on all invoices.		

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SIGNATURE : _____

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3.4.3	Bidders should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.5	SELECTION/VOLUME OF WORK		
3.5.1	The TVDSB intends to select one or more architects to perform the services required by the RFP.		
3.5.2	There is no guarantee of any specific volume of work to be given to the architect(s) selected pursuant to the RFP.		
4.0	SPECIFICATIONS/REQUIREMENTS		
4.1.1	The proposals functional requirements are detailed in Appendices352.xls - Worksheet B - Specifications		
4.1.2	Bidders must submit a response Appendices352.xls - Worksheet B - Specifications which must be 12 pages (8 1/2" x 11") or less in length with 10 point font size. Any additional information submitted beyond the 12 pages will not be reviewed.		
4.1.3	Bidders response should use the same numbering format in their 12 page response as Appendices352.xls Worksheet B - Specifications. Affix Building B16) Program, Lead Personel (B17) and requested certificates as appendix.		
4.2	PRESENTATION/INTERVIEW		
4.2.1	Each bidder may be required to, make a presentation / attend an interview at their own expense. No bid alterations will be allowed. Notification will be given to qualified bidders as to time and place.		
5.0	TERMS AND CONDITIONS		
5.1	GENERAL TERMS AND CONDITIONS		
5.1.1	Any response submitted to the bid is IRREVOCABLE for 180 days.		
5.1.2	A bidder who has already submitted a bid may submit an addendum in writing and signed by the bidder at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supercede and invalidate all previous submissions by that bidder as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission.		
5.1.3	A bidder may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission.		
5.1.4	The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB to any firm or individual who submits a bid.		

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SIGNATURE : _____

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5.1.5	The bidder must have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable bidder.		
5.1.6	The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid.		
5.1.7	The TVDSB reserves the right to withdraw the award of the contract to a successful bidder(s) within 30 days of the award if in the opinion of the TVDSB the successful bidder(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the bidder		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB to any bidder for any expense, cost, loss or damage incurred or suffered by the bidder as a result of such withdrawal.		
5.1.9	All costs associated with the preparation of the bid submission will be solely the responsibility of the bidder.		
5.1.10	The TVDSB reserves the right to enter into a Standard OAC contract with one architect or multiple architects to provide the services contemplated by this RFP. Please refer to 2.1.1.6.		
5.1.11	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's proposal submission. The Terms and Conditions stated in this bid and the successful bidder(s) response to this bid shall be incorporated into the contract between TVDSB and the successful bidder(s) which shall be the most current version of the [Canadian Standard Form Agreement between Architect and Client], [Document 600, 2008] as published by the Ontario Association of Architects. Any conflict in the wording between the Canadian Standard Form Agreement between Architect and Client, Document 600, 2008 and the wording of the terms and conditions of this proposal and the Response of the Bidder(s) shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the Canadian Standard Form Agreement between Architect and Client, Document 600, 2008 .		

FIRM NAME : _____

SIGNATURE : _____

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5.1.11.1	The TVDSB and successful bidder(s) shall enter into a Canadian Standard Form Agreement between Architect and Client, Document 600, 2008 for each project assigned to a successful bidder(s).		
5.12	The specifications of the Canadian Standard Form Agreement between Architect and Client Document 600, 2008 which is entered into by the TVDSB and the successful bidder(s) for each project assigned to the successful bidder(s) shall be subject to negotiation by the parties for all matters specifically not provided for in this RFP.		
5.1.13	All of the terms and conditions of this bid are deemed to be accepted by the bidder and incorporated into the bidder's proposal submission. It is the TVDSB's intention that the Terms and Conditions stated in this bid and the successful bidder's response to this bid will form the contract between TVDSB and the successful bidder(s). Any conflict in the wording of the bidder's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and shall be deemed to be incorporated into the bidder's invoice and/or sales agreement.		
5.1.14	The successful bidder(s) must not, at any time, assign the contract or a portion of the contract to a sub consultant without the written permission of the TVDSB. The successful bidder(s) must not, at any time, change sub consultants approved by the TVDSB without written permission of the TVDSB.		
5.1.15	While the TVDSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for bidders. The information is not guaranteed or warranted to be accurate by the TVDSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve bidders from forming their own opinions and conclusions in respect to the matters addressed in this bid document.		

FIRM NAME : _____

SIGNATURE : _____

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5.1.16	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB may as a condition of bid acceptance request a bidder to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB. All bidders agree to provide all such additional information as, and when requested, at their own expense, provided no bidder in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed.		
5.1.17	All TVDSB policies, procedures and regulations must be adhered to by the successful bidder(s).		
5.1.17.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.17.2	Some TVDSB sites are equipped with video surveillance cameras.		
5.1.17.3	The successful bidder(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and each school.		
5.1.18	The successful bidder(s) will reimburse the TVDSB for any damages through negligence or willful acts of any of the successful bidder(s)' employees or contracted staff.		
5.1.19	The successful bidder(s)' employees and contracted staff shall not be considered TVDSB employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		
5.1.20	The TVDSB reserves the right to demand the removal of any successful bidder's employees or contracted staff engaged in this contract if, in the TVDSB's opinion, their conduct has been of an unacceptable nature.		
5.1.21	The successful bidder(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the bidder's responsibility to see that all their activities are properly coordinated with the TVDSB's operations and modify assignments as required.		
5.1.22	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		

FIRM NAME : _____

SIGNATURE : _____

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5.1.23	The acceptance of the bid by the successful bidder and the award of the contract contemplated by this bid document is subject to approval of the Board of Trustees.		
5.2	5.2 CANCELLATION OF CONTRACT / LOSS OF SERVICE		
5.2.1	The TVDSB reserves the right to terminate this contract within 30 days written notice if, in its opinion, the successful bidder(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful bidder(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB reserves the right to commence an action in a court of competent jurisdiction against the successful bidder(s) for damages that result from the breach of the terms and conditions of the contract, by the successful bidder(s).		
5.2.2	The TVDSB shall have the right to retain and set off from any monies payable to the successful bidder(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB or any third parties arising out of this contract which have not been resolved by the successful bidder(s) or its insurer.		
5.2.3	The TVDSB reserves the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful bidder(s) for any indebtedness of the supplier that may impact on the TVDSB.		
5.2.4	The successful bidder(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful bidder(s), the TVDSB's staff or third party interruptions.		
5.2.5	In the event that the successful bidder(s) becomes insolvent, and/or the successful bidder(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB shall have the right to replace the successful bidder(s) with another service provider suitable to the TVDSB in addition to all of its other rights pursuant to the term of this bid.		
5.2.6	The TVDSB reserves the right to terminate its contract, as stipulated in the Canadian Standard Form Agreement between Architect and Client Document 600, 2008, with the successful bidder(s) by written notice if, in its opinion, the successful bidder(s) fail to meet the terms and conditions of the Canadian Standard Form Agreement between Architect and Client Document 600, 2008.		
5.3	FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT		

FIRM NAME : _____

SIGNATURE : _____

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5.3.1	Bidders agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the bidder, intellectual property right of the bidder, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret.		
5.3.2	A bidder specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the bidder assigns all right, title and interest that they have in the bid submission, and any addendum to the TVDSB, including the right to copy and/or publish the same as the TVDSB sees fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act.		
5.3.3	All bidders agree not to disclose any information provided by the TVDSB in this bid document to any third party without the written consent of the TVDSB.		
5.4	PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT		
5.4.1	The Bidder represents and warrants that if the bidder is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Bidder will be solely responsible for compliance with such legislation. Without limitation, the Bidders represents and warrants that if the Bidder is subject to the Personal Information protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Bidders shall ensure PIPEDA compliance of:		
5.4.2	All PIPEDA Protected Information the Bidders collects directly from the individual or indirectly from the Board or others		
5.4.3	All PIPEDA Protected Information the Bidders uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and,		
5.4.4	All PIPEDA Protected Information the Bidder transfers or discloses to the Board		

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS

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5.4.5	For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA.		
5.5	HUMAN RIGHTS AND CHILD LABOUR LAWS		
5.5.1	Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB. Bidders wishing to do business with the TVDSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions.		
5.5.2	Bidders should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective.		
5.5.3	For bidders information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is:		
5.5.3.1	http://www.ilo.org		
5.6	HEALTH, SAFETY REGULATIONS		
5.6.1	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHIMS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.7	WORKPLACE SAFETY AND INSURANCE BOARD		
5.7.1	The successful bidder(s) must ensure that all workers are covered by the Workplace Safety & Insurance Board for the duration of this contract.		
5.7.2	The successful bidder(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract. The good standing must be maintained throughout the contract. It is the responsibility of the Contractor to ensure that the Workplace Safety & Insurance Board Certificate is updated every sixty (60) days. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS

WORKSHEET A - TERMS AND CONDITIONS

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5.7.3	All workplace injuries or accidents on TVDSB property must be reported by the successful bidder(s) to the TVDSB's representative within 24 hours.		
5.8	COMMERCIAL LIABILITY INSURANCE		
5.8.1	The successful bidder(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each bidder must state if it has Commercial General Liability Insurance Coverage.		
5.8.2	Each bidder must show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage any time throughout the duration of the contract.		
5.8.2.1	This liability policy shall contain the following coverage:		
5.8.2.2	Personal Injury & Property Damage		
5.8.2.3	Non-Owned Automobile Liability		
5.8.2.4	Owners and Contractors Protective Coverage		
5.8.2.5	Contractual Liability		
5.8.2.6	Broad Form Property Damage		
5.8.2.7	Products & Completed Operation Insurance		
5.8.2.8	Contingent Employees Liability		
5.8.2.9	Cross Liability Clause and Severability of Interest Clause		
5.8.3	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damages and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract.		

FIRM NAME : _____

SIGNATURE : _____

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REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8.4	The successful bidder(s) agrees to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or willful acts on the part of the successful bidder(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied.		
5.9	MOTOR VEHICLE LIABILITY INSURANCE		
5.9.1	Bidders must state if its own vehicles and/or those vehicles owned by its employees or subcontractors shall operate on the property of the TVDSB.		
5.9.2	In the event of an affirmative answer to 5.9.1, the successful bidders must be covered by Automobile Liability Insurance through the term of the Contract. If the bidder's employees or sub consultants will operate their own vehicles during the contract then they must maintain the same Automobile Liability Coverage as the bidder. Each bidder must state if it or its employees or sub consultants have Automobile Liability Insurance Coverage. Sub clauses also subsection 5.9.3 to subsection 5.9.4 applies to those employees or sub consultants who operate their own automobiles on the property of the TVDSB.		
5.9.3	Bidders should show proof with the submission of this bid, that upon the award of this contract that it will be covered by Automobile Liability Insurance with coverage limits of \$2 million (Commercial and \$1million on all personally owned vehicles)per occurrence for liability arising at law for damages caused by reason or bodily injury (including death) or damage to property by its employees or subcontractors. If the bidder does not presently have \$2 million per occurrence of Automobile Liability Insurance Coverage, the bidder shall provide a written assurance from his insurer or agent on the insurer's or the agent's letterhead that liability insurance limits will be increased to \$2 million for Commercial Vehicles and \$1 million personally owned vehicles per occurrence from the commencement of the contract and annually thereafter for the term of the contract, should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract.		
5.9.3.1	The TVDSB reserves the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage:		
5.9.3.2	Third Party Liability Coverage in the form of OAP-1		

FIRM NAME : _____

SIGNATURE : _____

**THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET A - TERMS AND CONDITIONS**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
5.9.4	Upon an award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB against claims for property damage and personal injuries, including accidental death, caused by the successful bidder(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile.		
5.9.5	The successful bidder(s) agrees to indemnify, hold harmless, and defend, the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful bidder(s) or any of its representatives or employees by way of the ownership or operation of an automobile.		
5.10	PROFESSIONAL LIABILITY INSURANCE		
5.10.1	Bidders must show proof with the submission of this bid and annually thereafter for the term of the contract that upon the award of this contract that it will be covered for Professional Liability Coverage with the following limits of coverage:		
5.10.1.1	\$2,000,000.00 claim limit		
5.10.1.2	\$4,000,000.00 project limit		
5.10.1.3	\$8,000,000.00 aggregate limit		
5.10.1.4	For liability arising at law for damages caused by reason of professional negligence. If the bidder does not presently have the coverage as set out aforesaid, the bidder shall provide written assurance from his insurance agent or insurer on the letterhead of the insurer or agent that the Professional Liability Insurance limits will be increased to the aforesaid limits from the commencement of the contract and annually thereafter for the term of the contract should the contract be awarded to the bidder. The successful bidder(s) further agrees to maintain that good standing throughout the term of the contract. The TVDSB reserves the right to request proof of coverage anything through the duration of the contract. Bidders must state limits in their submission.		
5.10.2	The TVDSB reserves the right to request that a bidder provide a complete copy of the bidder's professional liability policy to the evaluation committee for review to allow the committee to satisfy itself that the policy provides coverage satisfactory to the TVDSB.		

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS

WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.10.3	Upon the award to the successful bidder(s) by the TVDSB, the successful bidder(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above mentioned caused by the actions of the successful bidder(s) or its employees, or sub consultants, during the performance of its obligations under the contract.		
5.10.4	The successful bidder(s) agree to indemnify, hold harmless and defend the TVDSB from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB may be held liable arising out of the professionally negligent or willful acts on the part of the successful bidder(s) or any of its representatives, employees or sub consultants in the execution of the work performed.		
5.10.5	Notwithstanding that the parties shall enter into a Canadian Standard Form Agreement between Architect and Client Document 600, 2008 for each project the successful bidder(s) acknowledges that the TVDSB does not agree to indemnify the successful bidder(s) in the event of any claim against the successful bidder(s) in any way arising out of or related to the successful bidder(s) duties and responsibilities pursuant to the Canadian Standard Form Agreement between Architect and Client Document 600, 2008 initiated by a non-party to the Canadian Standard Form Agreement between Architect and Client, Document 600, 2008, and arising from a claim commenced by the TVDSB whether or not the indemnity applies to the extent that the non-party claim exceeds the amount of insurance coverage.		
5.10.6	The TVDSB reserves the right at any time after the closing date, to request from any bidder evidence of its financial standing, including that of each of its officers, director and principals. All bidders agree to provide at their own expense all such above-related information as may be requested by the TVDSB within four (4) days of the date of any such request.		
5.10.7	Bidders should list any and all pending or ongoing legal claims or disputes where the bidder could individually or in combination with other claims, suffer a potential economic loss greater than \$100,000.00.		
6.0	BIDDER PROFILE		
6.1	REFERENCES		
6.1.1	Bidders must provide three references where you have successfully provided Architectural Services similar to this bid document other than TVDSB. In addition, the TVDSB will use their own experience with the bidder(s). The reference must contain the following information:		
6.1.1.1	Reference 1 - Company Name:		

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
6.1.1.2	Reference 1 - Address:		
6.1.1.3	Reference 1 - Contact Name:		
6.1.1.4	Reference 1 - Phone Number:		
6.1.1.5	Reference 1 - Fax Number:		
6.1.1.6	Reference 1 - e-mail address:		
6.1.1.7	Reference 1 - Project Description:		
6.1.1.8	Reference 2 - Company Name:		
6.1.1.9	Reference 2 - Address:		
6.1.1.10	Reference 2 - Contact Name:		
6.1.1.11	Reference 2 - Phone Number:		
6.1.1.12	Reference 2 - Fax Number:		
6.1.1.13	Reference 2 - e-mail address:		
6.1.1.14	Reference 2 - Project Description:		
6.1.1.15	Reference 3 - Company Name:		
6.1.1.16	Reference 3 - Address:		
6.1.1.17	Reference 3 - Contact Name:		
6.1.1.18	Reference 3 - Phone Number:		
6.1.1.19	Reference 3 - Fax Number:		
6.1.1.20	Reference 3 - e-mail address:		
6.1.1.21	Reference 3 - Project Description:		
7.0	7.0 BID SUBMISSION		
7.1	BIDDER'S RESPONSE GUIDE		
7.1.1	Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, bidders should use the same numbering format as on this bid document.		
7.1.2	The bid submission must include:		
7.1.2.1	Printed and signed copies of all Appendices.		
7.1.3	One Diskette, CD or memory stick with file names:		
7.1.3.1	Worksheet A: Terms and Conditions Response in Excel format - Electronic response required		
7.1.3.2	Worksheet B: Specifications in Excel format - Electronic response required		
7.1.3.3	Worksheet C: Fees and Responsibilities		
7.1.3.4	Twelve (12) Page Submission -Font Size 10.		
7.1.4	It is the bidder's responsibility to ensure the that the necessary "files" are on the diskette, CD or memory stick.		
7.1.5	Failure to respond in electronic format will deem the bid noncompliant.		

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
7.1.6	All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.6 - Labelling Instructions).		
7.1.7	Bidders' submissions should include page numbers for ease of reference by committee members.		
7.1.8	Bidders must provide five copies of the bid documents.		
8.0	AWARD		
8.1	EVALUATION PROCESS		
8.1.1	An evaluation committee will be established to evaluate bid submissions.		
8.1.2	All bid submissions will first be evaluated on their compliance with the requirements of this bid document.		
8.1.3	Ability to supply the requirements identified in Appendices and other relevant sections.		
8.1.4	All compliant bid submissions will be evaluated by a TVDSB evaluation committee based on the evaluation criteria shown in Worksheet D - Criteria & Weighting.		
8.1.5	Compliant bidders may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified bidders as to the time and place. The presentation shall be at the expense of the bidder.		
8.1.6	Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract.		
8.1.7	The determination of equal quality will be based on our internal professional opinions.		
8.2	AWARD AND NOTIFICATION OF CONTRACT		
8.2.1	The results of this bid will be posted to the TVDSB web site as soon as decisions have been made:		
8.2.1.1	www.tvdsb.ca		
8.2.1.2	"Board"		
8.2.1.3	"Purchasing"		
8.2.1.4	"Bids"		
8.2.1.5	Scroll to the end of the document, click "Proceed to inquiry/download page".		
8.2.1.6	Proceed to the Bid, click		
8.2.1.7	"Results - Check Mark"		
8.2.1.8	View documents in PDF format.		
8.2.2	All bid files are available for downloading at no charge from the TVDSB web site.		
8.3	DEBRIEFING		

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS

WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
8.3.1	Not later than 60 Days following the date of posting of a contract award notification in respect of the RFP, a Bidder may contact the Buyer requesting a debriefing from the TVDSB, and the TVDSB shall conduct such debriefing in accordance with the requirements of the Ontario Supply Chain Guideline.		
8.3.1.2	Any request that is not timely received will not be considered and the Bidder will be notified in writing.		
8.3.1.3	Bidders should note that, regardless of the time of submission of a request by a Proponent, debriefings will not be provided until such time as a contract award notification has been posted.		
8.4	BID PROTEST PROCEDURE		
8.4.1	In the event that a Bidder wishes to review the decision of the TVDSB in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Bidder shall submit a protest in writing to the TVDSB within 10 Days from such a debriefing.		
8.4.2	Any protest in writing that is not timely received will not be considered and the Bidder will be notified in writing.		
8.4.3	A protest in writing shall include the following:		
8.4.2.1	A specific identification of the provision and/or procurement procedure that is alleged to have been breached;		
8.4.2.2	A specific description of each act alleged to have breached the procurement process;		
8.4.2.3	A precise statement of the relevant facts;		
8.4.2.4	An identification of the issues to be resolved;		
8.4.2.5	The Bidder's arguments and supporting documentation; and		
8.4.2.6	The Bidder's requested remedy.		
8.4.2.7	In the event of any dispute or claim arising between the Board and any proponent as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim within fourteen (14) calendar days of dispute or cause of action arising. The parties agree that they will first work together in good faith to resolve the matter internally by escalating it to higher levels of management and then if necessary, use mutually agreeable alternative dispute resolution prior to resorting to litigation. Each party shall continue performing its obligations during the resolution of any dispute.		
<p>Stacey Shoemaker Purchasing Department</p>		<p>Tracy Grant Chairperson</p>	

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS

WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.0	ELECTRONIC BIDDING INSTRUCTIONS		
9.1	DOWNLOADING BID DOCUMENTS		
9.1.1	All documents are available from the TVDSB Web Site at www.tvdsb.on.ca		
9.1.2	Click "Purchasing - Bids " icon		
9.1.3	Click "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids"		
9.1.4	Read instructions		
9.1.5	Click "Proceed to Inquiry/Download page"		
9.1.6	Click on the "Name of the Bid" to view documents in PDF format.		
9.1.7	Click on the "NEW" logo to download the executable files for preparing and submitting your bid.		
9.1.8	All bid files are available for downloading at no charge from the TVDSB web site.		
9.2	PRINTING COPIES OF BID DOCUMENTS		
9.2.1	To print a working copy of any bid document - Click on the "name of the Bid" to print documents in PDF format.		
9.3	COMPUTER SYSTEM REQUIREMENTS		
9.3.1	To use the electronic system, bidders must have the following equipment:		
9.3.1.1	Microsoft Windows, version 9.5 or greater		
9.3.1.2	2.5 MB available hard drive space		
9.3.1.3	3 ½ 1.44 MB diskette drive or CD Burner.		
9.4	INSTALLATION OF BID PROGRAM ONTO YOUR COMPUTER:		
9.4.1	The TVDSB has made every effort to ensure the files are free of any virus and are functional. However, in safe computing practice, you are responsible for checking the files on your own virus checker to ensure it is free of any virus.		
9.4.2	Download the executables from our Web Site as shown above. Double click on the "NEW" logo for the executable file. Follow the instructions.		
9.4.3	The bid files are installed into a default directory called C:\LBTENDER. When the installation process is complete, a box will appear with a "Remove Thames Valley District School Board Tender icon"; please close this box. When the setup is complete, click close.		
9.4.4	To begin the Bid Program:		
9.4.4.1	Go to Windows Explorer		
9.4.4.2	Click on C:\ drive		
9.4.4.3	Open the folder "lbtender"		
9.4.4.4	The following file will be installed in the C:\lbtender directory:		
9.4.4.6	Appendices352.xls		
9.4.5	To start the process open the Excel files and complete as instructed.		

FIRM NAME : _____

SIGNATURE : _____

REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
9.5	THE RETURN DISKETTE, CD OR MEMORY STICK:		
9.5.1	After all bids have been entered:		
9.5.1.1	Copy the all Appendixes to either a 3.5" diskette, CD or memory stick using your company's standard CD Writing program.		
9.5.1.2	Check to ensure that the "files" are on the diskette, CD or memory stick. Without these files we will not be able to download your bid.		
9.6	LABELLING OF ENVELOPE AND DISK		
9.6.1	ADDRESS BID ENVELOPE AS SHOWN BELOW:		
9.6.2	From - Company Name & Address		
9.6.3	To: OFFICE OF THE TENDERS CLERK		
9.6.4	Thames Valley District School Board		
9.6.5	EDUCATION CENTRE,		
9.6.6	1250 Dundas Street,		
9.6.7	LONDON, Ontario		
9.6.8	N5W 5P2		
9.6.9	Architectural Services		
9.6.10	Bid #352		
9.6.11	Return Date: prior to 12:00:00 noon local time on Thursday, December 22, 2011		
9.70	PLEASE AFFIX LABEL ON DISK AS SHOWN BELOW:		
9.7.1	THAMES VALLEY DISTRICT SCHOOL BOARD		
9.7.2	Architectural Services		
9.7.3	Bid #352		
9.7.4	Bid Return Date: prior to 12:00:00 noon local time on Thursday, December 22, 2011		
9.7.5	Signature:		
9.7.6	Firm Name:		
10.0	SIGNATURE PAGE		
10.1	This section must be completed, signed, and included with your submission for your bid to be accepted.		
10.2	I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission.		
10.3	I/We the undersigned are duly authorized to execute this Bid Submission on behalf of:		
10.4	NAME (Please print):		
10.5	TITLE:		

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD 2011
 REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
 WORKSHEET A - TERMS AND CONDITIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
10.6	SIGNATURE:		
10.7	FIRM NAME:		
10.8	State the legal entity that your organization operates under:		
10.8.1	Proprietorship		
10.8.2	Partnership		
10.8.3	Corporation		
10.9	If your organization is incorporated, bidders must state the jurisdiction in which the corporation was originally incorporated in:		
10.9.1	Name of each individual Partner or Correct Legal Name of Corporation:		
10.9.2	E-MAIL ADDRESS:		
10.9.3	ADDRESS:		
10.9.4	INTERNET ADDRESS:		
10.9.5	TELEPHONE NO.:		
10.9.6	FAX NO.:		

FIRM NAME : _____

SIGNATURE : _____

THAMES VALLEY DISTRICT SCHOOL BOARD
2011 REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET B - SPECIFICATIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
Functional Requirements			
B1	BID SUBMISSION must not exceed 12 pages in total, minimum 10 point font (8½" x 11"), any additional information submitted will not be reviewed. Bid submissions should be structured using only the criteria identified in this bid document. When submitting bids, bidders should use the same numbering format as on this bid document. Building Program (B16), Lead Personnel (B17) and other requested documents including Worksheet A and all certificates are in addition to the 12 pages. Bidder(s) must provide the following:		
STAFF QUALIFICATIONS AND FIRM PROFILE			
B2	State the size of firm including Professional Architects, or Engineers, Technologists, Technicians, Site Inspectors etc. Please provide specific details of education, experience and present involvement. Bidders must hold professional qualifications and be registered with the O.A.A. and be licensed to practice in Ontario.		
B3	State the Sub-Consultants that you will use including qualifications and experience with school design and construction.		
B4	An organizational chart of your firm.		
B5	State if the staff involved in the execution of this contract are employees or sub consultants.		
B6	State which existing office your firm would use to service our contract.		
SCHOOL CONSTRUCTION EXPERIENCE			
B7	Sate the critical issues for success of a project and identify any potential barriers to the completion of the project and options for avoiding these challenges.		
B8	State how you would satisfy functional requirements of the school and minimize future maintenance/operational costs.		
B9	State Energy Conservation measures you could propose to include in your design of the project.		
SCHOOL CONSTRUCTION EXPERIENCE			

FIRM NAME: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD
2011 REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET B - SPECIFICATIONS

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
B10	State how you would receive input of various stakeholders during the development of the project design (Stakeholders will include Parents, Trustees, Teachers, Students and Staff).		
B11	Demonstrate knowledge and understanding of applicable Ontario Building Codes and Fire Codes relevant to a school project.		
B12	A description of a generally proposed work plan including time-lines for proposed projects.		
B13	Detail any processes or systems your firm will use to ensure compliance with schedules and budgets for the proposed projects. Bid submissions should state how you would operate within the parameters of the capital budget.		
B14	State how you would effectively manage and direct the activities of the contractor.		
B15	Current experience (within the last five years) with school design and construction, school renovations and major building component replacement.		
BUILDING PROGRAM			
B16	Include a functional building program for 1600 students, Grade 9 to Grade 12 Secondary School on a twenty (20) acre serviced site. Submissions should include OTG, the number of classrooms, type of classrooms, including specialized instructional spaces, athletic facilities and facility services, which would comprise of this secondary school. Provide area of all instructional areas. This functional building program can be attached as an appendix to your 12 page submission.		
B17	State lead personel who would be responsible to provide or co-ordinate all services listed in Worksheet C - Fees and Responsibilities		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET C - FEES/RESPONSIBILITIES**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
C1	In determining the appropriate fee for a given project the complexity of the project, geographic location of the project, extent of the renovation to existing facilities and total construction value will be considered. The fee for each individual project shall be determined by the Executive Officer of Facility Services and Capital Planning prior to awarding the project. The fee determined for each project shall be an all inclusive price exclusive of applicable taxes and must include all engineering fees and all other consultant fees, disbursements, all other out of pocket expenses, and include the following services as detailed in CANADIAN STANDARD FORM AGREEMENT between Architect and Client, Document 600, 2008 as published by the Ontario Association of Architects.		
C1.1	PRE-DESIGN SERVICES:		
C1.1.2	Analyses of client's needs.		
C1.1.3	Financial feasibility study.		
C1.1.4	Site evaluation study.		
C1.1.5	Verifying accuracy of drawings furnished by client.		
C1.1.6	Assist client if survey information is required.		
C1.1.7	Assist client if soil investigation is required.		
C1.1.8	Construction budget.		
C1.1.9	Assist client with toxic and hazardous substances and materials information required.		
C1.2	GENERAL SERVICES, ALL APPLICABLE PHASES:		
C1.2.2	Engagement of structural engineering services.		
C1.2.3	Engagement of mechanical engineering services.		
C1.2.4	Engagement of electrical engineering services.		
C1.2.5	Engagement of landscape architect services.		
C1.2.6	Engagement of civil engineering services.		
C1.2.7	Provision of interior design services.		
C1.2.8	Revisions of drawings, specifications or other documents.		
C1.3	COORDINATION:		
C1.3.1	Structural Engineer		
C1.3.2	Mechanical Engineer		
C1.3.3	Electrical Engineer		
C1.3.4	Site Services/Civil Engineer		
C1.3.5	SCHEMATIC DESIGN PHASE:		
C1.3.6	Review of program of Client's requirements.		

FIRM NAME: _____

SIGNATURE: _____

THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET C - FEES/RESPONSIBILITIES

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
C1.3.7	Investigate existing conditions.		
C1.3.8	Schematic design documents.		
C1.3.9	Estimate of construction cost.		
C1.3.10	Architectural renderings.		
C1.3.11	Review applicable statutes, codes, etc.		
C1.3.12	Assist client in obtaining approval of authorities if necessary.		
C1.4	DESIGN DEVELOPMENT PHASE:		
C1.4.1	Design development documents.		
C1.4.2	Update estimate of construction cost.		
C1.4.3	Continue review of applicable statutes, codes, etc.		
C1.4.4	CONSTRUCTION DOCUMENTS PHASE:		
C1.4.5	Drawings and specifications.		
C1.4.6	Updated estimate of construction cost.		
C1.4.7	Preparation of bidding information and construction contract conditions.		
C1.4.8	Review applicable statutes, codes, etc.		
C1.5	BIDDING/NEGOTIATION PHASE:		
C1.5.1	Assist client with pre-qualification of bidders.		
C1.5.2	Assemble and provide bid documents.		
C1.5.3	Documentation for alternative, unit and itemized prices.		
C1.5.4	Documentation for sequential bids.		
C1.5.5	Addenda.		
C1.5.6	Bid receipt and review.		
C1.5.7	Assist client with construction contract negotiations.		
C1.5.8	Revision of documents to incorporate addenda.		
C1.5.9	Preparation of construction contract documents.		
C1.6	CONSTRUCTION PHASE CONTRACT ADMINISTRATION (GENERAL REVIEW) OFFICE FUNCTIONS:		
C1.6.1	Receive proof of WSIB certificates, bonds and insurance policies.		
C1.6.2	Constructions schedule.		
C1.6.3	Schedule of values.		
C1.6.4	Supplemental details and instructions (review shop drawings, prepare colour schedule).		
C1.6.5	Requests for Information (RFI's).		
C1.6.6	Change notices/orders and change directives.		
C1.6.7	Review contractor's documentation at project completion.		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET C - FEES/RESPONSIBILITIES**

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
C1.6.8	Evaluating contractor's proposed substitutions.		
C1.6.9	Evaluation of extensive claims.		
C1.7	FIELD FUNCTIONS:		
C1.7.1	Site meetings.		
C1.7.2	General review limited to building code related matters.		
C1.7.3	Inspection and testing services.		
C1.7.4	Off-site review of manufactured products.		
C1.7.5	Contract documentation interpretation.		
C1.7.6	Payment certification.		
C1.7.7	Substantial performance certification.		
C1.7.8	Statement of deemed completion.		
C1.7.9	Takeover procedure.		
C1.8	POST CONSTRUCTION PHASE:		
C1.8.1	Project close out.		
C1.8.2	Systems demonstrations.		
C1.8.3	Manuals.		
C1.8.4	Client's maintenance procedures instruction.		
C1.8.5	Twelve month warranty review.		
C1.8.6	NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS - MUNICIPAL:		
C1.8.7	Zoning or land use amendment.		
C1.8.8	Committee of adjustment.		
C1.8.9	Site development review.		
C1.8.10	Development approval/agreement.		
C1.8.11	Public hearings.		
C1.8.12	Building permit application.		
C1.9	NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS - REGIONAL:		
C1.9.1	Planning.		
C1.9.2	Health.		
C1.9.3	Work/roads/engineering.		
C1.9.4	Conservation.		
C1.10	NEGOTIATIONS WITH AUTHORITIES HAVING JURISDICTION (INCLUDING APPLICATIONS, PRESENTATIONS AND PUBLIC HEARINGS - PROVINCIAL:		

FIRM NAME: _____

SIGNATURE: _____

#352

THAMES VALLEY DISTRICT SCHOOL BOARD 2011
REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET C - FEES/RESPONSIBILITIES

<i>ITEM NO.</i>	<i>TERMS AND CONDITIONS</i>	<i>WILL COMPLY/WILL NOT COMPLY</i>	<i>COMMENT</i>
C1.10.1	Fire marshal.		
C1.10.2	Elevating devices.		
C1.10.3	Transportation.		
C1.10.4	Environment.		

FIRM NAME: _____

SIGNATURE: _____

**THAMES VALLEY DISTRICT SCHOOL BOARD
2011 REQUEST FOR PROPOSAL - ARCHITECTURAL SERVICES FOR NEW SCHOOLS, ADDITIONS AND RENOVATIONS
WORKSHEET C - CRITERIA AND WEIGHTING**

	<u>CRITERIA</u>	<u>POINTS</u>	<u>SUB CATEGORIES</u>	<u>SUB-POINTS</u>
1.0	Staff Qualifications and Firm Profile	27		27
			Experience with institutional design and construction, professional qualifications, resources of staff, organizational staff and location of existing office.	
2.0	References	30		30
3.0	School Construction Experience	38	Critical issues, energy conservation, input of various stakeholders, time-lines and how contractor is managed.	38
4.0	Building Program	35	School capital design knowledge	35
5.0	Financial Stability and Freedom from legal claims	5		5
Total		135		135