

REQUEST FOR PROPOSALS - DESIGN BUILD

INSTRUCTIONS TO PROPONENTS

1. LOCATION and OWNER

Site location:

948 Spadina Crescent East, Saskatoon (not a mailing address)

Located between the Nutrien Wonderhub and the University Bridge

Office location:

Shakespeare on the Saskatchewan Festival

215-401 33rd St W

Saskatoon, SK S7L 0V5

Mailing Address:

Shakespeare on the Saskatchewan Festival

215-401 33rd St W

Saskatoon, SK S7L 0V5

306-653-2300

<http://www.shakespearesask.com/>

2. THE WORK

The work consists of Design Build (DB) services to replace the washroom facility located at the gates of the Shakespeare on the Saskatchewan ("SOTS") Site.

3. PROJECT SCOPE

The following is a general description only of the Scope of the Project and is not intended as a definite total project description. To assist in this proposal, you may request the latest concept sketch and other available information.

Once the successful Design Build firm is engaged, a series of initial meetings with the Build Committee to clarify the concept will help outline the scope of the project.

Ongoing communication will be with the Build Committee Chair and Artistic Producer. There will also be a need to accommodate a review by departments at the City of Saskatoon. More information on this process is included below.

The design work will include ideas to embrace the design of the newly redeveloped Shakespeare site while improving access and to help create improved functionality, infrastructure, multi-purpose use of washroom (gender neutral, baby changing stations, water fountain), and feel inviting/safe for people of all ages and abilities.

Ownership:

The successful proponent will be working with and be contracted by SOTS. After the completion of the project, the facility will be handed over to The City of Saskatoon who will continue to own and manage the facility. The facility will be located on City of Saskatoon Property which is under the legislated Authority of the Meewasin Valley Authority. As such, the facility must meet City of Saskatoon and Meewasin Standards.

Owner Priorities:

- Economy. This budget is extremely fixed. It is a priority that the successful proponent is able to deliver the minimum requirements or, preferably, more within a fixed budget.
- Safety. Given the public and high traffic location, it is a priority that the successful proponent is able to incorporate best practices for public safety as well as the discouragement of illegal activity such as drug use in the space.
- Design. While it is important to echo the design, styles used in the SOTS site project, this should be considered in a simple and cost-effective way as economy is a higher priority.

Stakeholder and Consultation:

The successful proponent will be working directly with and be contracted by SOTS. However, given that the facility will be owned by the City of Saskatoon after completion, there is a requirement to consult the city of Saskatoon prior to finalizing designs. The following is the anticipated city feedback points in addition to the process directly with SOTS:

- Prior to tender – SOTS and the city have been working together and have had a meeting with necessary departments for feedback on the tender and the design requirements. This step will be complete prior to the proponent being chosen in order to streamline the DB process and keep costs low.
- At the 50% design stage – the designs will need to be shared with Brad Babyak, Recreation Services Manager for feedback.
- At the 80% design stage – the designs are shared digitally with Recreation, Community Development, Facilities provide feedback. This feedback will be facilitated by Brad Babyak in an effort to streamline the DB process and keep costs low.
- At 80% the designs will need to be submitted for CPTED review.

Construction methods and assumptions

The owner sketch which can be provided assumed a concrete pad and wood construction with exterior cladding to match the buildings on the SOTS site.

SOTS is willing to receive proposals of other construction methods and approaches – particularly if they assist in keeping costs low. This can include masonry and modular approaches.

The following is a list of expectations for the design and build of the facility:

- 3.1 This washroom facility is used by some 300 audience members during the Shakespeare Festival during a 15-minute intermission, pre-show, post-show, community stage and other events. It will be used year-round by individuals using the MVA trail, Nutrien Playland, etc. Safety, efficiency and ease of traffic flow are of utmost importance in the design. The facility will also be used when the SOTS site is rented (year-round) for various activities. Given that the washroom will be open year-round in a highly active public space safety is a high priority. Innovative solutions are encouraged. The owner sketch that can be provided has attempted to include features to address this but we are looking for a proponent to improve on this to ensure that creative, best practice approaches are implemented in the DB to maximize public safety and to discourage the space being used for illegal or dangerous activity.
- 3.2 The washroom area will include a permanent, four-season capable, purpose-built washroom facility. The following features are required:
- A minimum of eleven washrooms. The owner sketch includes ten gender neutral washrooms – inclusive of 8 interior accessible and 3 exterior accessible. The intention of the exterior accessible is so that those three can be open at times when the others are not to reduce crime and vandalism. The exterior accessible washrooms must have a high neck faucet for bottle filling when the other fountains are closed.
 - A minimum of three urinals
 - A minimum of four handwash stations
 - A minimum of three baby change station that can be accessed by all genders. Sketch shows a non-fold down counter style as preferred.
 - The owner sketch anticipates a 760 square foot building at minimum.
 - One four-season water fountain accessible by all genders and including a bottle filler
 - A minimum of three physically accessible washrooms including family change stations –accessible from building exterior to accommodate individuals not comfortable in a gender neutral facility and for access when remaining washroom space is closed.
 - A combined mechanical and janitorial space. Note that the operations of this facility are such that either the city or SOTS arrive at the facility with cleaning supplies. As such only a mop sink and a minimal supply storage is required. The owner sketch anticipates a combined space. No chemicals need to be stored in facility
 - The space must satisfy permit and bylaw requirements for the occupancy of the SOTS site as it is built
 - A design that accommodates public safety and discourages illegal and

dangerous uses. The owner sketch includes some glass walls to assist in this and we expect the DB to include other features that improve upon this. It is also expected that attention will be paid to creating a gender-neutral, family friendly space that the public feels safe using

- Minor landscaping will be required as part of this contract. However, the area will be seeded prior to this contract. The only landscaping that is anticipated in this project is re-leveling and re-seeding anything disturbed during this build. The DB will need to include all required ramps and connections to pathways
- Design should include excellent accessibility standards. The successful proponent will need to either have this expertise or willingness to access expertise
- There is no natural gas in the area so we anticipate electric heat, though other options can be proposed
- Design cannot aesthetically oppose SOTS site and surrounding features
- Design will be reviewed with CPTED considerations in mind
- Design consideration for handsfree sanitary operation
- Proponent is responsible for signage

3.3 The following features are optional if budget allows. Proponents who can accommodate these within budget will receive consideration in the grading matrix:

- An additional summer season only fountain physically separated from building
- Additional bathroom stalls
- Additional handwash stations
- Additional square footage
- Additional features – larger family washrooms, adult change tables, toddler toilets, fold down chair for breastfeeding, stroller parking area
- Design consideration to echo the building designs of the SOTS site that is currently under construction

3.4 The project includes the demolition OR removal and auction of the existing city owned washroom facility. Proponent proposals should include either the removal and demolition OR the removal and sale by the proponent. The Owner is also willing to accept proposals that stipulate the owner removes and auctions the existing trailer. The package should stipulate proposed approach and must fall within the overall budget. Measurements, description, and a picture of this facility are available on request.

3.5 The Meewasin Valley Authority (MVA) is in process of reconfiguring the parking lots and trails beside this washroom. It is expected that this DB will coordinate with that work both in terms of design and in terms of construction which may happen in a similar timeline as this washroom.

- 3.6 The proponent will be responsible for all water, sewer, electrical, or other utilities. Separate from this project and as part of the previous SOTS site redevelopment, there is electrical, water, fire hydrant, and sewer located near the site. All are prepared for close by connections and are not anticipated to require long runs. Emergency access for the site has also already been taken care of.
- 3.7 The proponent will be responsible for both the MVA Development Review and the CPTED review. It is highly recommended that the proponent has someone on the team who is qualified in both these processes. The proponent should include information in the package on how this will be achieved. The following links will be useful:

<https://www.saskatoon.ca/business-development/planning/neighbourhood-planning/neighbourhood-safety>

https://www.saskatoon.ca/sites/default/files/documents/community-services/planning-development/neighbourhood-planning/neighbourhood-safety/CPTED%20Guidelines_WEB.pdf

Link to the CPTED Review Committee

This includes the application form, a list of the principles, and shows the principles in Section 3 of the Official

<https://www.saskatoon.ca/business-development/planning/neighbourhood-plans/neighbourhood-safety/safegrowth-cpted-review-committee>

<https://meewasin.com/development/>

3.8 The project specifically does not include

- Design and implementation of MVA trails/pathways, and parking lots outside of SOTS site
- The drop-off loop and roadway leading to SOTS site.

4. PLANNED BUDGET

The Build budget is a maximum upset of three hundred thousand Dollars (\$300,000.00) which includes, but is not limited to, the following:

- The project as described above
- Electrical.
- Landscaping around immediate area of facility
- Utilities including water, sewer, electrical
- Lighting
- Pathway leading directly into building from MVA Trail.

- All permitting
- All taxes
- All contingencies
- All Meewasin Valley Authority approvals
- All accessibility ramps and rails as needed

5. SCHEDULE OF EVENTS (these dates are tentative and are subject to change)

Fundraising for the washroom facility is complete and fixed at the specific amount listed in #4. The below dates are approximate, anticipated dates; however, they are subject to change due to unforeseen circumstances. Work will not commence on the Project until final approval is received from SOTS (including the City of Saskatoon consultations), and The Meewasin Development Review process

- Date of Posting Request for Proposals and start of proposals period May 25 2020
- Final date for receipt of proposals June 9 2020 at 5:00pm
- Proponent interviews as needed Week of June 15 2020
- Proposed award of contract by: June 19, 2020
- Anticipated start date of DB June 22, 2020
- Submissions to CPTED August 14 2020
- Submissions to Meewasin Development Review September 1 2020
- CPTED review process September 3 2020
- Meewasin Development Review Presentation September 17 2020
- Meewasin Development Review Public Hearing October 2 2020
- Construction start at earliest October 5 2020
- Construction ends at latest January 1 2021

Note that prior to this timeline SOTS has worked with the City of Saskatoon and Meewasin Valley Authority. Their expectations have been worked in to this tender and current level of planning so we do not anticipate an overly complicated stakeholder process. There is no

requirement for a public stakeholder process.

Please take all permitting, CPTED, and Meewasin Development review timelines into consideration.

6. REQUEST FOR PROPOSALS (“RFP”)

Sealed Proposals, fully executed, dated and endorsed, will be received by the Build Committee, June 9 2020 up to 5:00 p.m., Central Standard Time (“Proposal Closing Time and Date”), at the SOTS office. Given the current restrictions regarding Covid 19 we will ensure that the SOTS office is staffed on July 9 to receive packages. If you require a different day to drop off, please arrange via ap@shakespearesask.com.

6.1 Proposal information documents may be obtained through SOTS by emailing ap@shakespearesask.com. It is highly recommended that proponents review these additional documents.

6.2 To be considered, all Proposals must include any and all forms provided in this RFP. All Proposal Forms must bear original signatures and seals as required.

6.3 Amendments to a submitted Proposal will be permitted if received in writing, prior to Proposal Closing Time and Date, and if endorsed by the parties who signed the Proposal. Neither SOTS or the Build Committee Chair shall assume any responsibility for amendments to Proposals submitted by email or facsimile.

6.4 Bids will only be accepted from parties in good standing with SOTS and the City of Saskatoon, which retains the exclusive right to make that determination. A statement to that effect must be included in the cover letter.

6.5 The lowest submitted Proposal or any submitted Proposal will not necessarily be accepted.

7. PROPOSAL ENCLOSURES

7.1 Proposals shall include the following on the forms provided, signed and sealed in opaque envelope, clearly identified with Proponent’s name and Project name on the outside:

- . 1 Four (4) copies of Design Build's Qualification Statement;
- . 2 Four (4) copies of Proposal for Design Build Services;
- . 3 Four (4) copies of Appendix "B" to Proposal for Design Build Services;
- . 4 A letter of Agreement from a Surety Company stating that it shall provide the Performance Assurance on demand by the Owner;
- . 5 Four (4) copies, on Proponent's letterhead, of resumes for all personnel who will be responsible for various aspects of the Design Build Services, including Management and Site Supervision;

- . 6 Four (4) copies, on Proponent's letterhead, of work proposed to be carried out by the Design Build's own forces.
- . 7 Four (4) copies, on Proponent's letterhead, of any other information determined by the Proponent to be relevant to this project;
- .8 An electronic copy of the above items in Word format on a USB flash drive.

Please ensure you address the following in your package:

- Proposed timeline including all relevant milestones
- Proposed construction method
- Relevant experience working with nonprofits, the City of Saskatoon, CPTED, and the Meewasin Development Review process
- Proposed design features or process to ensure that best design practices are used for public safety and discouragement of illegal activity

8 GENERAL CONDITIONS OF THE CONTRACT

8.1 The General Conditions of the Contract shall be the Canadian Construction Document-CCDC 14 - 2013 - Design Build Contract - for Services and Construction with amendments and additional requirements as specified in the Sections on Agreement and Supplementary Conditions.

9 PERFORMANCE ASSURANCE

9.1 Prior to commencement of the Project the Owner will require the Design Build to furnish a Performance Bond of the amount of fifty percent (50%) of the Contract Price, covering faithful performance of the Contract and payment of all obligations arising thereunder in such a form as the Owner will, may prescribe and with such securities as he may approve. Bond to terminate one year after the Date of Total Performance of the Work.

9.2 The premium for the required bond shall be paid by the Design Build.

10 PROPOSAL QUOTATIONS

10.1 Proposal forms will call for the following quotations:

- .1 Design Build's total Fee
- .2 A breakdown of that fee

11 INSURANCE

11.1 Insurance to be provided as per Insurance - Contract Security in the Agreement.

12 OMISSIONS/DISCREPANCIES/INTERPRETATIONS

12.1 Proponents finding discrepancies or omissions in the Request for Proposals, or having

doubt as to the meaning or intent thereof, shall at once notify the Build Committee chair via ap@shakespearesask.com who will, if necessary, send written instructions or explanation to all Proponents within two business days.

12.2 Oral interpretations made to any Proponent shall not effect a modification of any provision of the Proposal Documents.

12.3 Questions arising during the Proposal Period (date of posting to date of closing) shall be directed to the Build Committee or designate- ap@shakespearesask.com

12.4 Proponents may, during the Proposal Period, be advised by Addendum of any alterations to the Proposal Documents.

13. PROPOSAL SIGNING

13.1 Blank spaces on Proposal form shall be completely filled in, numbers shall be stated in writing as well as figures. There shall be no erasures or alterations and the Proposal Form shall be signed in longhand by the Proponent or a responsible Offices of the Firm submitting it.

13.2 The Proposal shall be executed under seal by the Proponent.

13.3 If the Proponent is an individual or a partnership, the Proposal shall be executed by the individual or a partner in the presence of a witness, and the signer must show the capacity in which he signs (example: "partner" or "proprietor").

13.4 If the Proponent is a corporation, the Proposal shall be executed under the Seal of the Company, affixed in the presence of the authorized officers or two directors.

13.5 If the Proponent is a joint venture, each party of the joint venture shall execute the Proposal under seal in the manner appropriate to such party.

14. PROPOSAL INELIGIBILITY

14.1 Proposals that are unsigned, improperly executed, incomplete, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations or irregularities of any kind may be rejected at the discretion of SOTS.

14.2 Proposals from Proponents who are not in good standing with SOTS, The City of Saskatoon or any of its related or partner organizations or agencies will be deemed ineligible.

15. DURATION OF OFFER

15.1 Proposals shall remain open to acceptance and shall be irrevocable for a period of

forty five (45) days after the Proposal Closing date.

16. ACCEPTANCE OF PROPOSAL

16.1 SOTS reserves the right to accept the Proposal which represents best value.

16.2 Consideration of Proposals to determine which Proposal is deemed most advantageous may include but shall not be limited to:

- .1 Design Build Fee;
- .2 The previous experience of the Proponent in projects of a similar nature and scale;
- .3 Current capacity of the Proponent to undertake this Project;
- .4 Past experience of Proponent on projects using the skills and construction techniques required to complete the project;
- .5 Past ability of Proponent to complete projects at or below cost and ahead of or on time;
- .6 Proponent's current standing in the artistic community in Saskatoon; and
- .7 Proponent's previous support, either in direct contribution, in-kind, or other (each/any to be detailed by proponent) of nonprofits and other charities..

16.3 The lowest or any Proposal will not necessarily be accepted.

16.4 Interviews may be conducted with short listed Proponents. SOTS reserves the right to undertake further negotiations with the Proponent who in SOTS' opinion, has submitted the Proposal that offers the best overall value to the SOTS.

16.5 SOTS is a not-for-profit, charitable organization and as such is open to discussion of partial gifts-in-kind or alternate fee proposals for the services under the Contract.

17 Proposal Evaluation Criteria

17.1 Mandatory Submission Requirements – In order to be considered by SOTS, a Proposal Covering Letter (Appendix "A"), a Fee Proposal Form (Appendix "B") and the Proponent's Qualifications, Experience and Methodology Form (Appendix "C"), each signed by an authorized signatory on behalf of the Proponent, must be submitted no later than the Closing Time and Date at the Submission Location.

17.2 Evaluation Criteria Matrix and Ranking – A Proposal submitted in accordance with the mandatory requirements of Section 17.1 may be evaluated by the Evaluation Committee and ranked according to their point score or scores in each case based upon the following Evaluation Criteria Matrix.

17.3 Proposals must be no more than 35 pages in length.

	Maximum Points Available	Minimum Points Required for Categories 1 and 2
Category 1 – Qualifications, Experience, and Methodology		
1.1 Relevant project experience	15	
1.2 Schedule and reporting	5	
1.3 Public safety, permits, authorizations, approvals	5	
1.4 Human resource capacities and assignment	15	
1.5 Ideas and innovations, history	10	
1.6 Support of charitable organizations and projects, and project experience with The City of Saskatoon and nonprofits	5	
1.7 Ability to accommodate desired features noted as above minimum requirements within set budget	10	
Category 1 (Subtotal)	65	45
Category 2 --- Fee proposal	35	25
Total score for Categories 1 and 2	100	

17.4 Failure to Meet Minimum Score – If a Proponent fails to achieve a minimum score in either of evaluation category 1 or 2 as set out in the Evaluation Criteria Matrix, its Proposal will not be further considered or evaluated by the Evaluation Committee and will be rejected.

17.5 Evaluation Process – The Evaluation Committee may review and assess

each Proposal submitted in accordance with the mandatory requirements in Section 17.1 and, in its absolute discretion, may determine which Proposal or Proposals provide the best overall value to SOTS having regard to the scores awarded in each case according to the Evaluation Criteria Matrix.

- 17.6** Proponent's Meeting and Supplementary Information – The Evaluation Committee may, but is not required to, meet with a Proponent after the Closing Time for the purpose of obtaining additional or supplementary information with respect to a Proposal or Proponent, and otherwise may require the provision by a Proponent of supplementary information relating to a Proposal and the Proponent and may conduct such inquiries in a meeting that it considers desirable for the purpose of evaluating a Proposal. Additional information received in a meeting or meetings with a Proponent may be considered by the Evaluation Committee in scoring points according to the Evaluation Criteria Matrix.
- 17.7** References and Supplementary Information – The Evaluation Committee may, for the purpose of evaluating a Proposal, seek and obtain information relating to a Proponent from references identified in that Proponent's Qualifications, Experience and Methodology Form. A Proponent will be deemed to have consented to and authorized any reference identified by it to provide information in confidence to the Evaluation Committee for the purpose of the evaluation of that Proponent's Proposal. The Proponent, by submitting a Proposal, agrees not to request the disclosure by SOTS of any information provided by a reference identified in the Proponent's Proposal, and SOTS shall not be required to disclose the same to a Proponent.
- 17.8** Preferred Proponents – The Evaluation Committee will select one or more preferred Proponents who are awarded the highest score and ranking and represent the best value, for the purpose of entering into negotiations with one or more of them, which negotiations may result in a Contract award to a successful Proponent.

NEGOTIATION, AWARD OR REJECTION OF PROPOSALS

- 18.1** Negotiations with a Preferred Proponent or Proponents – SOTS, in its discretion, may negotiate any or all of the terms of a Contract with one or more of the highest ranked Proponents. SOTS will first enter into negotiations with the Proponent that has the highest overall ranking. If those negotiations do not result in the award of a Contract to the highest ranked Proponent within thirty (30) days of the commencement of negotiations then SOTS may terminate those negotiations and, at its sole discretion, may elect to enter into negotiations with the second highest ranked Proponent or may terminate the RFP and the competitive procurement process. SOTS reserves its right to terminate negotiations with any one or more Proponents at any time for any reason whatsoever.
- 18.2** Disclosures during negotiation – In negotiations with a Proponent, SOTS is under no obligation to disclose details of any negotiations with any other Proponent, or to offer the same or comparable terms of a proposed Contract to more than one Proponent.
- 18.3** Agreement to be Bound and Notice of Award – SOTS reserves the right in its absolute discretion to accept a Proposal, as presented, or on such terms as may be negotiated and agreed to with the successful Proponent. The successful Proponent must execute a Contract on terms negotiated and agreed to by SOTS and the successful Proponent upon receiving a Notice of Award issued by SOTS.
- 18.4** Notice to Proceed – The successful Proponent shall commence the performance of Services under the Contract upon delivery to it by SOTS of a written Notice to Proceed, in accordance with its terms.
- 18.5** Termination of the RFP – SOTS may at any time prior to the award of a Contract terminate the RFP and the competitive procurement process for any reason whatsoever.

19 SOTS RIGHTS

- 19.1** SOTS's Privilege – SOTS may, but is not be required to, reject any or all Proposals and to enter into a Contract with a Proponent whose Proposal is not the lowest in overall cost to SOTS.
- 19.2** SOTS's Discretion – Subject to the requirement that a Proponent meet the mandatory requirements in Section 17.1:
- 19.2.1** SOTS may, but shall not be required to, waive informalities, irregularities, qualifications, conditions, omissions or other deficiencies in a Proposal, and any failure of a Proponent to comply with the requirements of the RFP

Documents including, without restriction, the method of submission of a Proposal, and may enter into a Contract with a Proponent whose Proposal is materially non-compliant with the requirements of the RFP Documents; and

19.2.2 SOTS may, but shall not be required to, reject without proceeding to a full evaluation any Proposal that the Build Committee, in its absolute discretion, fails to establish that the Proponent has adequate qualifications, capacity, experience or ability to perform the Services.

19.3 Rejection of all Proposals – In the event that SOTS rejects all Proposals, it may, in its absolute discretion, issue a new request for proposals on the same or different terms as contained in the RFP Documents.

20 EXCLUSION OF LIABILITY AND LIMITATION OF DAMAGES

20.1 Exclusion of Liability – The Proponent acknowledges and agrees that neither SOTS, nor its members, directors, officers, employees and agents, including the members of the Evaluation Committee and the Consulting Team, for whose benefit this term is incorporated in the RFP Documents, shall have any liability whatsoever and howsoever arising, whether at law, in contract or in tort, for or in relation to any claim, suit, action or cause of action for damages, costs and expenses (including legal costs), incurred by the Proponent arising out of any act or omission of one or more of them relating to the RFP and the competitive procurement process including, without limitation, acts or omissions relating to the consideration, evaluation or rejection of a Proposal, the award or failure to award a Contract or the termination of the RFP and competitive procurement process.

20.2 Limitation of Damages – The Proponent further acknowledges and agrees that if, notwithstanding Section 20.1, a member or members of the Consulting Team and Evaluation Committee or SOTS or its officers, directors, employees or agents are found liable to a Proponent by a Court of competent jurisdiction for acts or omissions by any one or more of them relating to this RFP and competitive procurement process, the total damages, losses and costs (including legal costs) payable to the Proponent shall be limited to, and shall not exceed, an amount equal to the direct costs and expenses incurred by the Proponent in the preparation and submission of its Proposal.

20.3 Survival – Section 20 shall survive the completion or termination of this RFP including, without limitation, the award of a Contract.

21 GENERAL

21.1 No Obligation to Proceed – Notwithstanding any other terms hereof, this RFP does not commit SOTS in any way to proceed to consider or evaluate a Proposal or Proposals or award a Contract and SOTS specifically reserves the right at any time, in its absolute discretion, whether before or after Closing Time, to terminate this RFP for any reason.

21.2 Conflict of Interest – Proponents must disclose whether any officer, director, shareholder, partner or contractor of the Proponent or any of its proposed subcontractors, or any other person related to any of these individuals or organizations, or any spouse, business associate, friend or relative of these individuals or organizations is:

- a. An elected official or employee of SOTS; or
- b. Related to or has any business or family relationship with an elected official or employee of SOTS.

SOTS will evaluate each matter disclosed to determine whether and to what extent the Proponent can be given consideration in the RFP award in light of the specific matter.

21.3 No Lobbying – Proponents should not communicate directly or indirectly with an employee or representative of SOTS, any elected officials of SOTS, or any member of the Evaluation Committee with respect to this RFP, other than as may be expressly permitted by the RFP Documents. SOTS may reject the Proposal of a Proponent who participates or acquiesces in lobbying activities that could improperly influence the outcome of this RFP and a fair and transparent competitive procurement process, and without limitation, SOTS's decision to award a Contract.

21.4 No Collusion – Proponents and their employees and representatives who are involved with the preparation, submission and negotiations relating to a Proposal, should not discuss or communicate, directly or indirectly, with any other Proponent or any director, officer, employee, or agent of any other Proponent, the content of its Proposal with a view to improperly influencing the outcome of the RFP and a fair and transparent competitive procurement process and, without limitation, the award of a Contract.

21.5 Pricing Requirements – All hourly rates, fees, costs, charges and pricing contained in the Fee Proposal Form (Appendix "B") submitted by a Proponent shall be expressed in Canadian dollars, exclusive of PST, GST, HST or any provincial environmental levy, save and except as they may be expressly required to be included by the terms of the RFP Documents.

- 21.6** Proponent's Costs for Preparing a Proposal – The Proponent acknowledges and agrees that it is solely responsible for its own costs and expenses in preparing and submitting a Proposal, and relating to any meetings, discussions or negotiations with the Evaluation Committee or SOTS, with regard to this RFP.
- 21.7** Criminal Record Check – The Proponent acknowledges that SOTS may require a criminal record check relating to any employee or independent contractor of the successful Proponent who may reasonably be expected to have unsupervised access to children at any SOTS facilities or sites in the performance of the Services.
- 21.8** Governing Laws – The laws of the Province of Saskatchewan shall apply to and govern the interpretation, application and implementation of the RFP Documents awarded.

REQUEST FOR PROPOSALS - DESIGN BUILD

DESIGN BUILD'S QUALIFICATION STATEMENT

Required with Proposal of Design Build Services in order to provide information on the capacity, skill and experience of the Proponent. Proponent may supplement information required with additional sheets if required.

Submitted by:

(Proponent name)

(Address)

_____ (Telephone) _____ (Facsimile)

Submitted to:

Build Committee Shakespeare on the Saskatchewan Festival
215-401 33rd St W
Saskatoon SK
S7L 0V5

For the Project: _____ Business Name: _____

If Corporation: (a) Year incorporated (B) Registered in Province of Saskatchewan

Federal: _____ Yes: ___ No: ___

Provincial: _____ if yes, indicate year: _____

If Partnership: _____ Date of establishment: _____

If firm owned by individual: _____ Date of establishment: _____

Names, titles and addresses of firm officers, partners or individual Owner:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Administering office for this Project, located at: (List address)

Is Firm registered with Saskatchewan Workers' Compensation Board: _____

Submit a copy of a "Letter of Good Standing" from Saskatchewan Workers' Compensation Board and a copy of a "Letter of Good Standing" from Saskatchewan Finance with this Document.

Identify present Liability Insurance Coverage:

(Insurer)

(Limits)

Financial References:

Bank

Bonding Company

(Name) (Name)

(Name) (Name)

(Address)

(Address)

(Contact Person)

(Contact Person)

(Telephone Number)

(Telephone Number)

Identify Key Personnel who will be assigned to the Project, Attach resumes of qualifications and experience.

Name

Present Position

.8 List below Key Site Personnel who may be assigned to the Project and attach resume of qualifications and experience.

Name

Present Position

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List below Key Administrative personnel who would be associated with the project and attach resume of qualifications and experience.

Name

Present Position

<hr/>	<hr/>

List at least four (4) Principal Projects your organization has completed in Canada in the last five (5) years of at least the size and scale of the project

Project: _____

Construction Value: _____

Year Completed: _____

Owner: _____

Architect: -----

Contact Person: _____

Contact Person: _____

Telephone: _____

Telephone: _____

Project: _____

Construction Value: _____

Year Completed: _____

Owner: _____

Architect: -----

Contact Person: _____

Contact Person: _____

Telephone: _____

Telephone: _____

Project: _____

Construction Value: _____

Year Completed: _____

Owner: _____

Architect: -----

Contact Person: _____

Contact Person: _____

Telephone: _____

Telephone: _____

Project: _____

Construction Value: _____

Year Completed: _____

Owner: _____

Architect: -----

Contact Person: _____

Contact Person: _____

Telephone: _____

Telephone: _____

List any Major Construction Projects currently underway on this date:

Project	Construction Value	Percentage Complete	Schedule Completion
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

I HEREBY DECLARE THAT THE INFORMATION PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Name: _____

Title: _____

Company Name: _____

ADDENDUM relating to REQUEST FOR PROPOSALS - DESIGN BUILD

Addendum

Addendum (If required)

Submitted by: _____

Address: _____

To: Build Committee Shakespeare on the Saskatchewan Festival
215-401 33rd St W
Saskatoon SK
S7L 0V5

Addendum Number	Date Issued	Number of Pages
_____	_____	_____
_____	_____	_____
_____	_____	_____

REQUEST FOR PROPOSALS - DESIGN BUILD

Proposal for Design Builds Services

1 DESIGN BUILD'S FEE

1.1 Provide a Fee Proposal for the project

Awards: The undersigned in submitting this Proposal recognized the right of the Owner to accept any Proposal at the price submitted or reject any and all Proposals. The undersigned also agrees the Owner shall have the right to undertake further negotiations with the Proponent who, in the Owner's opinion, has submitted the most advantageous Proposal.

Signed, sealed and submitted for and on behalf of:

Company: _____ (Name)

(Street Address, Postal Code and Box Number)

(City and Province)

(Seal)

(Authorized Signing Officer) (Title)

(Authorized Signing Officer) (Title)

(Witness) (Title)

Dated at: _____ this _____ day of _____ 2018

(If this Bid is by a joint venture or partnership, add additional forms of execution for each

member of the joint venture in the appropriate form or forms as above).

Appendix B Proposal for Design Build Services

Design Build Services

Submitted by: _____
(Name)

(Address)

To:
Build Committee Shakespeare on the Saskatchewan Festival
215-401 33rd St W
Saskatoon SK
S7L0V5

SITE SUPERINTENDENT

List Site Superintendent who will be associated with the Project and attach resume of qualifications and experience.

Name of Site Superintendent: _____

Project	
Construction Value	
Year Completed	
Owner	
Architect	
Project	
Construction Value	
Year Completed	
Owner	
Architect	
Project	
Construction Value	

Year Completed	
Owner	
Architect	
Project	
Construction Value	
Year Completed	
Owner	
Architect	

1 GENERAL

1.1 The Design Build Agreement shall be the Design Build Contract – for Services and Construction, Canadian Construction Documents Committee CCDC 14 - 2013.

REQUEST FOR PROPOSALS - DESIGN BUILD

SUPPLEMENTARY CONDITIONS

DESIGN BUILD CONTRACT FOR SERVICES AND CONSTRUCTION

1 Warranty period is for one year after the date of Total Performance of the project.