



Request for Proposals (RFP) for Major Trade Partners
Integrated Project Delivery (IPD)

First Nations Technical Institute
New Academic and Administration Facility

RFP Issued: July 15, 2021

Deadline for questions on RFP: **August 5, 2021**

Proposal Submission Deadline: **Aug 11, 2021**

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1.0 Invitation to Proponents

This Request for Proposal (RFP) is an invitation by FNTI to submit proposals for Major Trade partners for the construction of the project located at Tyendinaga, Mohawk Territory, Ontario. This project will be delivered under an Integrated Project Delivery (IPD) form of agreement using a CCDC30 contract.

This project is seeking qualified Major Trade Partners for the following scopes of work:

(check the trade that best qualifies your company)

- Mechanical (Plumbing, HVAC, Sprinkler)
- Electrical
- Mass Timber Supply
- Building Envelope
- Miscellaneous Metals

2.0 Project Summary



The First Nations Technical Institute (FNTI) is located in Tyendinaga Mohawk Territory, in the county of Deseronto, Ontario. FNTI was founded more than thirty years ago when its site, once home to the WWII Royal Canadian Air Force training facility, Camp Mohawk, was reconstituted to support an aviation program for prospective First Nations, Inuit and Metis pilots. And several portables were then erected to house a number of post-secondary degree programs that would enhance indigenous-focused learning opportunities. FNTI's continued popularity amongst First Nations youth both within and beyond the local community have rendered it one of the most and attractive, innovative and successful post- secondary Indigenous institutions in Canada

With the New Academic and Administration Building, FNTI will grow capacity, enhance its student experience, and advance a First Nations- specific research agenda in areas such as Indigenous agri-food production and indigenous food sovereignty, nomadic studies, trade routes, mental health and social work, community development, culture, justice court, environmental sustainability and social entrepreneurship. What is more, FNTI will offer a beacon of change amidst global efforts to address the current climate crisis. The new Academic and Administration Building will fuse centuries-old indigenous knowledge of and practices in regeneration, restoration and resilience with advanced



building design and technology. In so doing, FNTI will achieve, on behalf of Indigenous peoples, a bold, net-zero – zero emission and zero carbon, holistic response to guardianship of land, wellness of people, place, and planet.

2.1 Project Status

FNTI (Owner) has hired the Consultant team and the General Contractor for this project. A Design Development Report has been developed by the Consultant team. The Major Trade Partners (selected under this procurement opportunity) will collaboratively engage with the Consultant team and the General Contractor (as the IPD Team) to undertake a Validation Review.

During Validation, the Team will examine planned budget, timelines, project resource requirements and project risks. It is expected this review will take approximately three (3) months to complete. The Validation Review will result in a Validation report to be presented to FNTI for review and approval.

2.2 Overall Expected Project Timelines

The following is an expected timeline for the FNTI project:

Validation Phase	Expected commencement September 2021 and proceed through to November 2021
Design Implementation Phase	Expected commencement November 2021
Construction Phase	Expected start March 2022

Upon successful completion of the Validation phase and subject to FNTI approval the project will proceed to the Design Implementation phase before proceeding into construction. During the Design Implementation phase, the Team will collocate to an agreed upon location and will carry out detailed design, estimating, planning, coordination between all disciplines, constructability, scheduling and all critical elements that will be required to ensure a seamless transition to the construction phase. It is during this stage where BIM will commence for drawing overlays, clash detection, quantity surveying etc. so that the use of prefabrication and LEAN construction can be optimized during construction.

3.0 Consultant Team

A number of key consultants have already been assembled for this project. Some of the key consultants that are important for this RFP include:

3.1 Montgomery Sisam Architects

Montgomery Sisam designs buildings with the past, present, and future in mind. We respect the contexts we occupy, we advocate for our clients, and we deliver lasting architecture.

We are a group of architects, designers and technicians with diverse backgrounds, and a shared social consciousness. Our process is grounded in a sense of responsibility to the public, driven by dialogue and research, and focused on social, economic, and environmental sustainability. Since 1978, we have been creating spaces for living, learning, and healing, delivering a wide variety of projects. While our



work spans multiple sectors and scales, our objective is consistent: to provide architecture that people connect with.

We believe that outstanding architecture begins with curiosity, and through a personalized and rigorous approach, we strive to generate work with a local presence and a global impact.

3.2 Integral Group (Mechanical & Sustainability)

Integral Group is an interactive global network of design professionals collaborating under a single Deep Green engineering umbrella. We help our clients protect the health of our planet while meeting their project goals. We provide a full range of building and district systems engineering, analysis and sustainability consulting services, delivered by staff widely regarded as innovative leaders in their fields.

We bring cost-effective solutions to the challenges of resource efficiency, resilience, health and wellbeing through our unique approach to engineering in the design, performance and optimization of buildings, communities, districts and cities.

Our services include mechanical, electrical and plumbing (MEP) systems, fire and lighting design, master-plan support, climate change adaptation and resilience, strategic sustainability, wellness consulting, microclimate analysis, advanced energy modelling and building physics.

3.3 Mulvey and Banani (Electrical/ICT/Security/AV/Lighting/Building Intelligence)

Mulvey & Banani of Toronto was founded in 1981 through an amalgamation of two long standing predecessor firms established in 1955 and 1964 respectively. The firm has built a solid reputation providing comprehensive and integrated engineering services for multiple and related electrical and electronic systems that are innovative, resilient and adaptable for all types of new building construction as well as for re-purposing or renovation of existing buildings.

Mulvey & Banani's scope of services ranges from engineering-intensive work such as mission critical power interventions to the artistry of sound and light offering dynamically current solutions in Electrical, ICT, and Security Engineering, Audio Visual, Lighting, and Building Intelligence Design. With a present staff of 130 including 30 engineers, the company has provided engineering services to building projects throughout Canada as well as internationally.

4.0 General Contractor – Chandos Construction

The General Contractor for this project is Chandos Construction. Established in 1980, Chandos is one of North America's most collaborative and innovative commercial builders. Chandos's values are inclusion, collaboration, ingenuity, and innovation. They speak to their desire to create a space where all people belong, listening and learning from one another in a way that sparks new ideas and leads to positive change in our industry and communities. Chandos Construction continuously innovates by championing IPD and collaborative construction, leading to more efficiency, cost savings and a much better working experience for everyone.

For over 40 years they have developed extensive construction experience. Over 80 percent of their work is delivered using collaborative techniques. In addition to their strength in construction management, they

are a Canadian firm specialized in IPD, Lean construction, Virtual Design and Construction and Sustainability.

5.0 Integrated Project Delivery (IPD)

The Integrated Project Delivery (IPD) is an approach that integrates people, systems, business structures and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction.

The Integrated Project Delivery includes a Multi-Party contract known as a CCDC30 contract. This contract incorporates the Owner (FNTI), Primary Consultants along with the General Contractor and Poly Partners (otherwise known as sub-trade partners). The contract includes a single contract amount including contingency, profit that is considered “At Risk” for the Partners along with guaranteed costs for Partners based on third party audits. A model of cost savings if project is delivered under budget is typically created once validation has been completed. This model implements lean concepts, practices and tools.

The key participants will work collaboratively to document the project objectives at the outset and establish targets that serve as metrics for compensation adjustment and as goals for Target Value Design (TVD). Such objectives and targets may include design basis, standards, target costs, schedule, risk pool participation and key milestones for periodic risk pool distribution. The Owner retains ultimate control over project scope and quality, and all work must be done to applicable codes, standards, and regulations. Once the IPD team has been selected and the experience of the organizations and individuals has been determined, a series of onboard training workshops will be planned. It is anticipated that a maximum of four days of training workshops will be required and will be open to additional individuals within your organization, not assigned to this project. It is expected that the following will be required to attend; SMT (Senior Management Team) Member, Project Manager, Estimator, and Field Supervisor. Attendance at these workshops is mandatory, as they are essential to establishing a base line of knowledge of IPD. The Poly Partner Teams may bring additional team members but the costs for these team members is Non-recoverable

The overall intention of this contract model is to create a collaborative and open culture where all members have a defined and openly communicated opportunity of profit and risk. For more information we suggest visiting www.ipda.ca and reviewing the Integrated Project Delivery: An Action Guide for Leaders

<https://www.ipda.ca/knowledge-competency/tools/integrated-project-delivery-an-action-guide-for-leaders/>

6.0 Evaluation Criteria

The following section will outline the process along with the evaluation for scoring to be used to select the highest ranked proposal.

6.1 Evaluation Process

RFP is issued - **July 15, 2021**

Deadline for questions on RFP- **August 5, 2021**

Submission from interested trades to be received - **August 11, 2021**

Evaluation of responses conducted. Top 3 highest scoring candidates are contacted by August 18, 2021

Interview of top 3 highest - **August 27, 2021**

Chosen Candidate contacted - **August 31, 2021**

Based on the responses received from the interested parties, the following criteria will be used to evaluate the quality of responses received for each category. **Only the top 3 responses for each trade will be taken into consideration for the interview process.**

6.2 Evaluation Scoring System

Rated Criteria Category	Weighting %
6.3 Company Profile	30
6.4 Experience in Collaborative Project Delivery & References	Mech = 20 Elec = 17 All Trades excl. Mech & Elec = 15
6.5 Key Personnel	20
6.6 Pricing (overhead, profit, hourly rates)	30
Total Percentage Achievable for Mechanical Total Percentage Achievable for Electrical Total Percentage Achievable for all trades excl. Mech & Elec	Mech = 100 Elec = 93 All other trades = 95

6.3 Company Profile

Requested Information	Input					Points per section
Legal Name of Company						0 (Required Information)
Address of Head Office						3.5 points
Number of years in business						1.5 points
Revenue (in Millions) per annum for the past 3 years	2018 =		2019 =		2020 =	2.5 points

% of Indigenous Employees that will be staffed on this job	% of Field Staff that are Indigenous and will be working on this project =				7.5 points
	% of Office Staff that are Indigenous and will be working on this project =				
	% of Total Indigenous Staff that are Indigenous and will be working on this project =				
Indigenous Ownership	Yes =		No =		15 points
Total Points Scored	Total points possible for section = 30				

6.4 Experience in Collaborative Project Delivery & References

Note: We ask that you complete the section that best applies to your area of discipline.

6.4.1 Mechanical Trade Reference Only

Project name:

Requested Information	Input			Points per section
Indicate \$ values of the project scope completed or been involved with in the last 5 years that contain the following systems having the most stringent Mechanical performance requirements similar to Net Zero	Electric Heating and Cooling Systems			3.0 points
	VRF (variable refrigerant flow) Systems or heat pumps			
	Ventilation Systems - ductwork, air handling units, ERVs (energy recovery ventilators)			
	Controls or Building Automation Systems (BAS)			
	High performance building envelopes, glazing and increased air tightness			
Building Information Modeling	Familiar with BIM	Yes	No	2.0 points
	If yes, name of project	_____		

6.4.2 Electrical Trade Reference Only

Project name:

Indicate \$ values of the project scope completed or been involved with in the last 5 years that contain the following systems having the most stringent Electrical performance requirements similar to Net Zero	Renewable Technology experience		3.0 points
	Battery Storage experience		
	Net metering experience		

6.4.3 All Major Trade Reference (including Mechanical and Electrical)

List 3 projects completed in the last 5 years similar to FNTI having the most stringent mechanical performance requirements similar to Net Zero.	Project 1		5.0 points
	Name:		
	Location:		
	Contract model (CM /DB/LS)		
	Start time and Duration:		
	Scopes of Work/Systems Installed:		

	Project 2	
	Name:	
	Location:	
	Contract model (CM /DB/LS)	
	Start time and Duration:	
	Scopes of Work/Systems Installed:	
	Project 3	
	Name:	
	Location:	
	Contract model (CM /DB/LS)	
	Start time and Duration:	
	Scopes of Work/Systems Installed:	

<p>Collaboration – Showcase in 100 words or less how you can work in a collaborative fashion to solve issues:</p>			5.0 points
<p>Reference 1 – Please provide information of individual (Owner or General Contractor) to be contacted in reference to projects listed above.</p>	Name:		2.5 Points
	Position/Title:		
	Project Name:		
	Contact phone #:		
	Email:		
<p>Reference 2 – Please provide information of individual (Owner or General Contractor) to be contacted in reference to projects listed above.</p>	Name:		2.5 Points
	Position/Title:		
	Project Name:		
	Contact phone #:		
	Email:		
<p>Total Points Scored</p>	<p>Total points possible for section 6.4.1 (Mech) = 20 Total points possible for section 6.4.2 (Elec)= 17 Total points for all trades excluding Mech & Elec = 15</p>		

6.5 Key Personnel

Key Personnel indicated on this proposal for this project will not be substituted unless through prior approval from the Senior Management Team.

Requested Information	Input		Points per section
Project Manager	Name:		7.5 points
	Project Names Completed in the last 5 years:		
	Completed:		
	Value of Projects		
	Contract Models used:		
	# of years in profession: Academic/Professional Qualifications:		
Estimator	Name:		4.5 points
	Project Names Completed in the last 5 years:		
	Completed:		
	Value of Projects		
	Contract Models used:		
# of years in profession: Academic/Professional Qualifications:			

Foreman	Name:		3.5 points
	Project Names Completed in the last 5 years:		
	Completed:		
	Value of Projects		
	Contract Models used:		
	# of years in profession: Academic/Professional Qualifications:		
Safety Supervisor	Name:		3.5 points
	Project Names Completed in the last 5 years:		
	Completed:		
	Value of Projects		
	Contract Models used:		
	# of years in profession: Academic/Professional Qualifications:		
Total Points Scored	Total points possible for section = 20		



6.6 Pricing

Please provide the expected Overhead % that you would intend to charge for working on this project along with expected Profit %. These two amounts along with expected billable rates for those position listed below are used to evaluate overall pricing competitiveness. For hourly billable rates, please use the following formula (base rate + burden with no profit / mark-up included). Lowest scoring receives highest point allocation for this section.

The hourly rates and OH & P %'s will be used throughout all phases of the IPD project for all parties that will be executing the CCDC30 contract if that route is selected. See Appendix for CCDC30 sample document.

Requested Information	Input		Points per section
Desired Overhead %			11 points
Desired Profit %			11 points
Living Out Allowance (LOA) if additional to desired Profit (\$)			3 points
Hourly billable rates (including burden)	Project Manager = \$	/hr	5 points
	Estimator = \$	/hr	
	Foreman = \$	/hr	
	Safety Supervisor = \$	/hr	
Total Points Scored	Total points possible for section = 30		

6.7 Authorized to sign on behalf of the company

Name:

Title:

Date:

Signature:



7.0 Minimum Requirements to Qualify

Any bidder that does not provide the required information in the listed timeframe is subject to disqualification from the bidding process.

7.1 Liability Insurance

The successful Proponent must, without limiting its obligation or liabilities and at its own expense, purchase and maintain (with insurers licensed in Canada) throughout the term of this agreement Commercial General Liability Insurance in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under the subcontract and this insurance must include Chandos and FNTI as an additional insured, be endorsed to provide Chandos and FNTI with 30 days advance written notice of cancellation or material change, include a cross liability clause, be listed as the primary insured, not require the sharing of any loss by any insurer of Chandos or FNTI, be included on Chandos and FNTI Certificate of Insurance Form.

7.2 Workplace Safety & Insurance Board (WSIB) Requirements

Upon notification of award, the successful Proponent(s) will be required to produce evidence satisfactory to Chandos Construction that it is registered and in good standing with WSIB. Please refer to the following website for further information.

7.3 Consent of Surety

A guarantee will be required that the successful proponent can meet the required 50% Labor & Material and 50% Performance bond for the project.

7.4 Proposals in English

All proposals are to be in English only. No substitutions or exceptions will be accepted.

7.5 Entering CCDC 30 Contract

Upon successful completion of the Validation Phase, all partners, including Chandos, the Architect, Key Sub-consultants and the Key Major Trades secured under this RFP will be requested to enter into a CCDC30 contract example for the duration of the project (see Appendix A). The proponent's hourly rates, overhead and profit percentages submitted within this proposal would then be used for the design implementation phase and for the construction phase. All work will be completed on a time-and-material basis where all working hours are to be agreed upon and verified with the rest of the team.



8.0 Where to Submit Proposal and Details

Please have completed submissions sent to ipdresponse@fnti.net by the submission deadline date. Late submissions **will not** be evaluated.

8.1 Communication after issuance of RFP

Proponents shall promptly examine all the documents comprising the RFP, and shall report any errors, omissions or ambiguities. Questions or additional information will only be accepted in writing by email on or before the deadline for questions (as per section 6.1) to ipdresponse@fnti.net. When responding via email please save the pdf as **FNTIRFP(Company Name Insert).pdf**

All questions submitted by Proponents by email to the Chandos Contact shall be deemed to be received once the email has entered the Chandos Contact's email inbox. No such communications are to be directed to anyone other than the Chandos Contact. Chandos is under no obligation to provide additional information.

It is the responsibility of the Proponent to seek clarification from the Chandos Contact on any matter it considers to be unclear. Chandos Construction or the affiliates of FNTI shall not be responsible for any misunderstanding on the part of the Proponent concerning the RFP or its process.

8.2 All Additional Information to Proponents by Way of Addenda

The RFP may be amended only by an addendum. If Chandos, for any reason, determines that it is necessary to provide additional information relating to the RFP, such information will be communicated to all Proponents by addenda. Each addendum forms an integral part of the RFP.

Such addenda may contain valuable information, including significant changes to the RFP. Proponents are responsible for obtaining all addenda issued by Chandos.

8.3 Post-Deadline Addenda and Extension of Submission Date

If any addendum is issued after the Deadline for Issuing Addenda, Chandos may at its discretion extend the Submission Date for a reasonable amount of time.

8.4 Proposal Information to be Retained by Chandos Construction

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

8.5 Debriefing

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



9.0 Disclaimers

9.1 Approval for proposed Poly Partner (Sub-trade)

Chandos and FNTI reserves the right to have final approval of proposed trades team-members to cancel or amend this RFP due to insufficient trade coverage and interest after the closing date; & terminate the subcontract if the nominated key personnel are unavailable to complete the project or unable to offer substitution satisfactory to Chandos or FNTI.

9.2 Information in RFP is only an estimate

Chandos and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in the RFP or issued by way of addenda. Any quantities shown or data contained in the RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work. It is the Proponent's responsibility to avail itself of all the necessary information to prepare a proposal in response to the RFP.

9.3 Proponents shall bear their own costs

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

9.4 Verify, Clarify and Supplement

When evaluating responses, Chandos may request further information from the Proponent or third parties to verify or clarify or supplement the information provided in the Proponent's proposal. Chandos may revisit and re-evaluate the Proponent's response or ranking based on any such information.

9.5 No Incorporation by Reference

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

9.6 Bid Protest Procedure

If a Proponent wishes to challenge the outcome of the RFP process, it should provide written notice to the Chandos Contact within thirty (30) days of notification of award, and Chandos will respond in accordance with its bid protest procedures.

9.7 Process Rules for Negotiations

Any negotiations will be subject to the process rules contained within this RFP Process and will not constitute a legally binding offer to enter into a subcontract on the part of Chandos or the Proponent.



Negotiations may include requests by Chandos for supplementary information from the Proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Chandos for improved pricing from the Proponent.

9.8 Failure to Enter into Agreement

Proponents should note that if the parties cannot execute a subcontract within the allotted thirty (30) days, Chandos may invite the next-highest-ranked Proponent for the respective trade to enter into negotiations. In accordance with the rules of this RFP Process there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement in the form of a Chandos subcontract. With a view to expediting contract formalization, at the midway point of the above-noted timeframe, Chandos may elect to initiate concurrent negotiations with the next-best-ranked Proponent. Once the above-noted timeframe lapses, Chandos may discontinue further negotiations with that particular Proponent. This process shall continue until a subcontract is formalized, until there are no more Proponents remaining that are eligible for negotiations or until Chandos elects to cancel the RFP process.

9.9 Notification to Other Proponents

Other Proponents that may become eligible for subcontract negotiations will be so notified at the commencement of the negotiation process. Once a subcontract is executed between Chandos and a Proponent, the other Proponents may be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

9.10 No Contract A and No Claims

The procurement process is not intended to create and shall not create a formal legally binding bidding process and shall instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation: (a) the RFP shall not give rise to any “Contract A”- based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and (b) neither the Proponent nor Chandos shall have the right to make any breach of contract, tort or other claims against the other with respect to the award of a subcontract, failure to award a subcontract or failure to honor a response to the RFP.

9.11 No Contract until Execution of Written Agreement

The RFP process is intended to identify prospective vendors for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service shall be created between the Proponent and Chandos by the RFP process until the successful negotiation and execution of a written agreement for the acquisition of such goods and/or services.



9.12 Non-binding Financial Estimates

While the financial information provided in responses will be non-binding prior to the execution of a subcontract, such information will be assessed during the evaluation of the responses and the ranking of the Proponents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation, ranking or contract award.

9.13 Disqualification for Misrepresentation

Chandos and FNTI may disqualify the Proponent or rescind a subcontract subsequently entered if the Proponent's response contains misrepresentations or any other inaccurate, misleading or incomplete information.

9.14 References and Past Performance

Chandos evaluation includes information provided by the Proponent's references and will also consider the Proponent's past performance on previous contracts with Chandos or other institutions.

9.15 Inappropriate Conduct

Chandos may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, and such inappropriate conduct shall include but not be limited to the following: (a) the submission of proposals containing misrepresentations or any other inaccurate, misleading or incomplete information; (b) the refusal of the supplier to honor its pricing or other commitments made in its proposal; or (c) any other conduct, situation or circumstance, as solely determined by Chandos, which constitutes a Conflict of Interest.

10.0 Prohibited Communications and Confidential Information

10.1 Proponent Not to Communicate with Media

A Proponent may not at any time directly or indirectly communicate with the media in relation to the RFP or any contract awarded pursuant to the RFP without first obtaining the written permission of the Chandos contact.

10.2 Confidential Information of Chandos and FNTI

All information provided by or obtained from Chandos in any form in connection with the RFP either before or after the issuance of the RFP is the sole property of Chandos and must be treated as confidential; is not to be used for any purpose other than replying to the RFP and the performance of any subsequent Contract; must not be disclosed without prior written authorization from Chandos; and shall be returned by the Proponents to Chandos immediately upon the request of Chandos.



10.3 Confidential Information of Proponent

The confidentiality of information will be maintained by Chandos and FNTI, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed on a confidential basis, to Chandos advisers retained for the purpose of evaluating or participating in the evaluation of their proposals. If a Proponent has any questions about the collection and use of personal information pursuant to the RFP, questions are to be submitted to the Chandos Contact.



APPENDIX A - CCDC 30 Example



APPENDIX B – Design Drawings