

# REQUEST FOR QUOTATION FOR GENERAL CONTRACTOR SERVICES

FOR THE NIAGARA CATHOLIC DISTRICT SCHOOL BOARD -DENIS MORRIS CATHOLIC HIGH SCHOOL RENOVATIONS

## Niagara Catholic District School Board:

## Denis Morris Catholic High School, St.Catharines , Ontario

RFQ Issue Date: April 25, 2023

RFQ Closing Date: May 23, 2023, at 2:00 PM

Requested by:



April 2023

**Request for Quotation**

### Version 1.2

**General Contractor**

**Project Address:** 40 Glen Morris Dr., St.Catharines ,,On

L2T 2M9

John Persson CBRE Limited

CBRE 120 Bremner Blvd., Suite 1100 | Toronto, ON M5J 0A8

**Telephone:** 647 205 1732

**E-mail:** John.persson@cbre.com

**Date of Issue:** April 25, 2023

#### 1.0 GENERAL

This document is intended to establish the cost and other details required for the construction needs for the “Project” noted below between the Contractor and **CBRE Limited** (“CBRE”) acting as a “Principal” on behalf of its “Owner” **Niagara Catholic District School Board.**

The “RFQ Response Form” – Appendix A, Appendix B – “Pricing Breakdown”, and Appendix C- “Separate Pricing”, attached, will be completed by the Supplier.

The suppliers will be required to provide a 50% Performance Bond and a 50% Material and Labour payment bond. Please provide a letter of agreement from the bank or the financial institution to comply with this tender requirement.

If awarded the above-noted project, the successful Supplier will perform all of the required work pursuant to terms and conditions of the contract.

#### 2.0 PROJECT

**CBRE Project No.: 20PJM0452540**

**Project Name: NCDSB – Denis Morris Catholic High School**

**Project Address: Denis Morris : St.Catharines, Ontario, L2T 2M9**

* 1. **PROJECT OBJECTIVE**

On behalf of NCDSB (Client), CBRE intents to engage services of a General Contractor to obtain an offer to perform work to complete Interior Alterations at Denis Morris Catholic High School within the Niagara Catholic District School Board area generally comprised of:

a) Renovations of 2 gymnasiums and change rooms
b) New LULA lift installation
c) Mechanical upgrades

It is intended that the project will be executed during the 2023 school year.

#### 4.0 PROJECT INFORMATION

* 1. **Administration**

All administration of this project is to be completed by John Persson, Sr. Project Manager on behalf of Client.

#### Questions

All questions regarding this Request for Quotation shall be only through Biddingo to: Farnaz Morshedi/Auguste De Julliot Ngangue

#### Working Hours

All work for this project is to be done during normal business hours. Prior authorization from the CBRE PM is required for work to be done outside agreed upon working hours.

#### Project Schedule:

RFQ issued: April 25, 2023

Site Visit at 3:00 PM May 1, 2023

Deadline for submitting questions May 10, 2023

RFQ closing: 4 weeks May 23,2023

Start of Construction June 19,2023

Completion of the Large Existing Gymnasium October 1 2023

Substantial Completion: December 23 2023

Project Close out documentation received by CBRE: January 2024

#### 5.0 CONTRACT FORM

The attached PO Terms and Conditions with a properly executed CBRE CCDC -2 2020 , will form the agreement between the Owner and Supplier. Amendments or strikeouts will disqualify the response.

#### SUBMISSION INSTRUCTIONS

* 1. **Conditions and Notices to Bidders:**

The RFQ documents and all copies thereof are strictly confidential and the property of Client/ CBRE and must be certified as destroyed upon request. Client/ CBRE is not obliged to return Bidder proposals and related documents.

Acceptance of a proposal does not commit Client/ CBRE to award a contract to any Bidder, regardless of whether the proposal meets all the requirements stated in this RFQ, nor does it

limit Client/ CBRE’s right to negotiate in its best interests. Client/ CBRE reserves the right to reject any or all proposals and price quotations received for any reason whatsoever. Neither the receipt of any proposal, nor failure to reject any proposal shall impose any legal obligation on Client/ CBRE. Client/ CBRE reserves the right to terminate the entire RFQ process at any time without incurring any liability.

If a Bidder is unwilling or unable to meet any RFQ requirement, an explicit statement to that effect must be made in the proposal as an exception/limitation.

During the RFQ process, bidders will incur certain costs associated with and related to the RFQ process; Client/ CBRE shall not be liable for any such costs. Client/ CBRE accepts no liability for any costs incurred by Bidders in generating their responses to the RFQ, any cost incurred by Bidders carrying out due diligence, any Bidder costs relating to providing any additional information or demonstrations, and any Bidder cost relating to any subsequent negotiations with Client/ CBRE. Throughout the RFQ process, Bidders shall provide any assistance that may be required, at no cost. No statement by Client/ CBRE should be viewed as a request or justification to increase or change inventory, staff, facilities, and business relationships, or internal business processes.

Any contracts that result from this RFQ must be non-exclusive and contain no mandatory volume/expenditure requirements. Client/ CBRE reserves the option to conduct business with more than one supplier for the same services and or commodities.

The information is provided for indicative purposes only and it is the Bidder's sole responsibility to undertake whatever investigation and due diligence it needs to carry out to verify the accuracy of any information provided or received in connection with the RFQ, the due diligence process or otherwise. It is understood that Bidder shall inform Client/ CBRE of all investigations and due diligence activities it shall perform; furthermore, Bidder shall request Client/ CBRE’s authorization including but not limited to when contacting landlord, accessing the building, or requesting building services, contacting the building department or city agencies as related to the project.

Quoted prices will be guaranteed for the duration of the RFQ and for at least 90 days following the delivery of Bidder’s proposal.

Debriefing is available for unsuccessful proponents up to 60 days after award notification.

Any dispute between the parties arising out of or relevant to the Bid which cannot be resolved by the parties shall be referred to mediation for mandatory Alternative Dispute Resolution, and a Mediator shall be selected from the list of approved Mediators of the Ontario Court (General Division), and such mediation is to take place within thirty (30) days of such referral. Any dispute between the parties which cannot be resolved by such mediation shall be settled and determined by any Court of competent jurisdiction, provided however, that the Board reserves the right to submit such dispute for settlement and determination by arbitration pursuant to the Arbitration Act of Ontario (the "Act") in which case the following provisions shall apply. Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. In the case of the vendor giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the vendor may refer such matter to a court of competent jurisdiction. If the Board generates the notice, or if the notice is generated by the vendor and consented to by the Board, then the following provisions

shall apply. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator. either party may apply to a Judge of the Ontario Court (General Division) to appoint an arbitrator to determine such dispute. The costs of arbitration shall be paid by the party as determined by the arbitrator, which jurisdiction shall include the determination of the costs to be paid by the unsuccessful party. The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

#### CBRE requires that all suppliers are screened and certified via GRMS (Global Risk Management Solutions) system [(http](http://Screening.cbre.com/canada%29):[//Screening.cbre.com/canada).](http://Screening.cbre.com/canada%29) If you do not have a current certification you will need to enroll. There is a fee of $425 US to be included in your bid.

* 1. **Proposal Delivery**

Bidder must submit the Tender Proposal form (including Appendices A, B &C (fully executed) only in electronic format on Biddingo. Electronic submissions shall be submitted in (1) one separate PDF file no larger than 5 MB. Please refer to the attached exhibits for further information.

#### RFQ Changes/Proposal Change

 If it becomes necessary to modify the RFQ, CBRE shall provide such changes in writing via email to all Bidders who have received a copy of the RFQ. Bidder shall acknowledge, via return e-mail, receipt of all amendments, addenda and changes issued in connection with this RFQ.

Changes in Bidder’s proposal will be accepted as long as they are received by the deadline for RFQ responses. Proposal changes must be submitted following the Delivery of Proposals instructions. However, if Client/ CBRE modifies the RFQ Client/ CBRE shall notify Bidders of the new deadline to submit revised proposals.

Bidder may withdraw his/her proposal after it has been submitted, if such a request is made in writing with a clear explanation for the withdrawal prior to the deadline for RFQ submission.

#### Closing Date

All submissions as described in Section 6.1,6.2 & 6.3 must be submitted through Biddingo no later than 3200 PM local time on Tuesday, May 23, 2023.

#### Proposal Evaluation

Proposal evaluation for pricing shall be based on the Tender form

Client/ CBRE may award the contract to the Bidder who best meets the terms and conditions of the RFQ and is capable of supplying Client/ CBRE with high quality services, for a competitive price (best value). Client/CBRE’s evaluation will be based on Bidders' proposals in their entirety, including information and/or factors gathered during related meetings and discussions, and/or subsequent information obtained from other sources including any reference checks.

Client/ CBRE reserves the right to negotiate with more than one Bidder at the same time, and to terminate negotiations at any time with any or all the Bidders without incurring any liability.

The timing of the award of the contract will be dependent on the required approvals from the City of Grimsby for the Site Plan Amendment and the Ministry of Citizenship and Multiculturism (MCM)

#### 7.0 Appendices

We forward, for your information pricing and references, the following Appendices:

Provided Appendices

|  |  |  |
| --- | --- | --- |
|  | Yes | No |
| 1. Appendix A –Finish Hardware Schedule (included in Specifications) | ☒ | ☐ |
| 2. Appendix B – Hazardous Materials Report (included in specifications)  | ☒ | ☐ |
| 3. Appendix C- Supplementary Conditions  | ☒ | ☐ |
| 4. Appendix D – CBRE Supplier Code of Conduct  | ☒ | ☐ |
| 5. Appendix E – CBRE HSE  | ☒ | ☐ |
| 6. Appendix F – Drawings | ☒ | ☐ |
| 7. Appendix G – Specifications | ☒ | ☐ |

#### END OF DOCUMENT