



Centre d'excellence en approvisionnement
FRANCOachat

Request for Quotations
for
Renovations
at
École Élémentaire Nouvel Horizon
621 Quaker Rd, Welland, ON L3C 3H1
Conseil Scolaire Viamonde

Request for Quotations No.: **#23-140**

Issued: **March 26, 2024**

Submission Deadline: **April 18, 2024 at 2:00:00 PM local time**

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the “RFQ”) is an invitation by Centre d’excellence en approvisionnement FRANCOachat and its participating agencies (CEA FRANCOachat) to prospective respondents to submit quotations for **Renovations at École Élémentaire Nouvel Horizon - 621 Quaker Rd, Welland, ON L3C 3H1**, as further described in Section A of the RFQ Particulars (Appendix B) (the “Deliverables”).

The Centre d’excellence en approvisionnement FRANCOachat (CEA FRANCOachat) is a shared service organization providing procurement services for member school boards in the province of Ontario. This competitive procurement process is being completed on behalf of the following school board:

Conseil scolaire Viamonde
1 Vanier drive, Suite 101
Welland (Ontario) L3B 1A1

Hereinafter, the above-named school board are referred to as “Board” unless otherwise specified.

The Intent of this RFQ is to obtain quotations from respondents to complete **Renovations at École Élémentaire Nouvel Horizon - 621 Quaker Rd, Welland, ON L3C 3H1** for a Stipulated Price contract in the form of CCDC 2-2020 with Supplementary Conditions, in accordance with all RFQ Documents and Terms and Conditions outlined herein (the “Contract”).

PREQUALIFIED BIDDERS

The Board has prequalified General Contractors from **RFSQ #19-83**. The prequalified General Contractors will be invited from **Zone 3 – Category 1 - (Hamilton, Niagara, Waterloo, Wellington)**.

Bids will **only** be accepted from prequalified General Contractors noted below, for this project. No change to the list of prequalified bidders will be accepted.

PREQUALIFIED RESPONDENTS

The owner has prequalified the following contractors.

General Contractors:

- Anacond Contracting Inc.
- BDA Inc.
- Collaborative Structures Limited
- GEN-PRO (1320376 Ontario Ltd)
- King Contractors of Niagara Ltd.

- Merit Contractors Niagara
- Renokrew
- Ritestart Limited
- Serianni Construction Limited
- T.R. Hinan Contractors Inc.

1.1.2 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with CEO FRANCOachat. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the “respondent”. The respondent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All respondents must have a vendor account with CEO FRANCOachat’s electronic bidding system at: <https://francoachat.bonfirehub.ca/> and must be registered as a plan taker for this opportunity. This will enable the respondent to download the solicitation document, to receive addenda email notifications, download addenda, and submit their quotation electronically through the bidding system.

1.2 RFQ Contact

For the purposes of this procurement process, the “RFQ Contact” will be:

Kyle Patterson, info@francoachat.ca

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of CEO FRANCOachat, other than the RFQ Contact, concerning matters regarding this RFQ. Failure to adhere to this rule may result in the disqualification of the respondent and the rejection of the respondent’s quotation.

1.3 Contract for Deliverables

1.3.1 Type of Contract

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

1.3.2 Term of Contract

The term of the Agreement will be in effect until the completion of the Deliverables.

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	March 26, 2024
Mandatory Site Visit	April 3rd, 2024 at 3:00 PM
Deadline for Questions	April 9, 2024 4:00:00 PM local time
Deadline for Issuing Addenda	April 11, 2024 11:59:59 PM local time
Submission Deadline	April 18, 2024 at 2:00:00 PM local time
Rectification Period	2 business days
Anticipated Execution of Agreement	April 26, 2024

The RFQ timetable is tentative only and may be changed by CEO FRANCOachat at any time.

1.4.2 Site Visit / Pre-Bid Meeting (if applicable)

A **MANDATORY** inspection of the existing site and premise, with the Board's representative present, has been arranged for respondents: **Mandatory Site Visit** at École Élémentaire Nouvel Horizon - **621 Quaker Rd, Welland, ON L3C 3H1** on **April 3rd, 2024 3:00 PM Local Time**. Respondents are to meet at the main entrance of the school to be visited.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted electronically through the bidding system at:

<https://francoachat.bonfirehub.ca/portal>

Submissions by other methods will not be accepted.

In the event of any technical issues, respondents should contact the bidding system's technical support.

1.5.2 Quotations to Be Submitted on Time

Quotations must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of quotations shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the quotation is received by the bidding system, not when a quotation is submitted by a respondent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, respondents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

The bidding system will send a confirmation email to the respondent advising when the quotation was submitted successfully. If you do not receive a confirmation email, contact the bidding system's technical support immediately.

1.5.3 Quotations to Be Submitted in Prescribed Format

Quotation materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

1.5.5 Withdrawal of Quotations

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

CEO FRANCOachat will conduct the evaluation of quotations in the following stages:

2.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. If a response fails to satisfy all of the mandatory submission requirements, CEA FRANCOachat will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. If the respondent fails to satisfy the mandatory submission requirements within the Rectification Period, its response will be rejected. The Rectification Period will begin to run from the date and time that CEA FRANCOachat issues a rectification notice to the respondent. The mandatory submission requirements are set out in Section C of the RFQ Particulars (Appendix B).

2.3 Stage II – Mandatory Technical Requirements

CEO FRANCOachat will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. If a response fails to satisfy all of the mandatory technical requirements, CEA FRANCOachat will issue the respondent a rectification notice identifying the deficiencies and providing the respondent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Responses that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section F of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, CEO FRANCOachat may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, CEO FRANCOachat may reject the quotation. CEO FRANCOachat may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 Selection of Top-Ranked Respondent

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie, the selected respondent will be determined by way of coin toss. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix B), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE RFQ PROCESS

3.1 General Information and Instructions

3.1.1 Respondents to Follow Instructions

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

A respondent who submits conditions, options, variations, or contingent statements, either as part of its quotation or after receiving notice of selection, may be disqualified.

3.1.2 Quotations in English or French

All quotations are to be in English or French only.

3.1.3 No Incorporation by Reference

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

3.1.4 Past Performance

In the evaluation process, CEO FRANCOachat may consider the respondent's past performance or conduct on previous contracts with CEO FRANCOachat or other institutions.

3.1.5 Information in RFQ Only an Estimate

CEO FRANCOachat and its advisers make no representation, warranty, or guarantee as to the accuracy of the information contained in this RFQ or issued by way of addenda. Any quantities shown or data contained in this RFQ or provided by way of addenda are estimates only and are for the sole purpose of indicating to respondents the general scale and scope of the Deliverables. It is the respondent's responsibility to obtain all the information necessary to prepare a quotation in response to this RFQ.

3.1.6 Respondents to Bear Their Own Costs

The respondent will bear all costs associated with or incurred in the preparation and presentation of its quotation, including, if applicable, costs incurred for interviews or demonstrations.

3.1.7 Quotation to be Retained by CEO FRANCOachat

CEO FRANCOachat will not return the quotation or any accompanying documentation submitted by a respondent.

3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract

CEO FRANCOachat makes no guarantee of the value or volume of work to be assigned to the selected respondent. The contract with the selected respondent will not be an exclusive contract

for the provision of the described Deliverables. CEO FRANCOachat may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of RFQ

3.2.1 Respondents to Review RFQ

Respondents should promptly examine all of the documents comprising this RFQ and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. CEO FRANCOachat is under no obligation to provide additional information, and CEO FRANCOachat is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. CEO FRANCOachat is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

3.2.2 All New Information to Respondents by Way of Addenda

This RFQ may be amended only by addendum in accordance with this section. If CEO FRANCOachat, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum posted in the bidding system. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by CEO FRANCOachat.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If CEO FRANCOachat determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CEO FRANCOachat may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, CEO FRANCOachat may request further information from the respondent or third parties in order to verify, clarify, or supplement the information provided in the respondent's quotation. CEO FRANCOachat may revisit, re-evaluate, and rescore the respondent's response or ranking on the basis of any such information.

3.3 Notification and Debriefing

3.3.1 Notification to Other Respondents

Once an agreement is executed by CEO FRANCOachat and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within

sixty (60) days of such notification. The RFQ Contact will contact the respondent's representative to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by CEO FRANCOachat.

3.3.3 Procurement Protest Procedure

Any respondent with concerns about the RFQ process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the respondent wishes to challenge the RFQ process, it should provide written notice to the RFQ Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the respondent wishes to challenge;
- (b) a clear explanation of the respondent's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the respondent's contact details, including name, telephone number, and email address.

CEO FRANCOachat will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which CEO FRANCOachat will provide the respondent with a formal response.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this RFQ, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
 - (i) having or having access to confidential information of CEO FRANCOachat in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFQ process (including, but not limited to, the lobbying of decision-makers involved in the RFQ process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or

- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.
- (c) For further clarity, without limiting the generality of the paragraph, the Education Act states that goods or services must not be purchased from a Teacher, Supervisory Officer, other Employee of the participating agencies or an employee of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of the participating agencies. This is outlined in Chapter E.2, Section 217, of the Education Act, RSO 1990 (latest revision).

3.4.2 Disqualification for Conflict of Interest

CEO FRANCOachat may disqualify a respondent for any conduct, situation, or circumstances, determined by CEO FRANCOachat, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of CEO FRANCOachat may be precluded from participating in the RFQ process in instances where CEO FRANCOachat has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

CEO FRANCOachat may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if CEO FRANCOachat determines that the respondent has engaged in any conduct prohibited by this RFQ.

3.4.4 Prohibited Respondent Communications

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix C).

3.4.5 Respondent Not to Communicate with Media

Respondents must not, at any time directly or indirectly, communicate with the media in relation to this RFQ or any agreement entered into pursuant to this RFQ without first obtaining the written permission of the RFQ Contact.

3.4.6 No Lobbying

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials, or other representatives of CEO FRANCOachat; deceitfulness; submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

3.4.8 Supplier Suspension

CEO FRANCOachat may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with CEO FRANCOachat's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by CEO FRANCOachat, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, CEO FRANCOachat will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by CEO FRANCOachat in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of CEO FRANCOachat

All information provided by or obtained from CEO FRANCOachat in any form in connection with this RFQ either before or after the issuance of this RFQ:

- (a) is the sole property of CEO FRANCOachat and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this RFQ and the performance of any subsequent contract for the Deliverables;
- (c) must not be disclosed without prior written authorization from CEO FRANCOachat; and

- (d) must be returned by the respondent to CEO FRANCOachat immediately upon the request of CEO FRANCOachat.

3.5.2 Confidential Information of Respondent

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CEO FRANCOachat. The confidentiality of such information will be maintained by CEO FRANCOachat, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by CEO FRANCOachat to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

3.6 Procurement Process Non-Binding

3.6.1 No Contract A and No Claims

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty, and without limitation:

- (a) this RFQ will not give rise to any Contract-A-based Quotationing law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor CEO FRANCOachat will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract, or failure to honour a quotation submitted in response to this RFQ.

3.6.2 No Contract until Execution of Written Agreement

This RFQ process is intended to solicit non-binding quotations for consideration by CEO FRANCOachat and may result in an invitation by CEO FRANCOachat to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CEO FRANCOachat by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

3.6.3 Non-Binding Price Estimates

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CEO FRANCOachat to enter into an agreement for the Deliverables.

3.6.4 Cancellation

CEO FRANCOachat may cancel or amend the RFQ process without liability at any time.

3.7 Governing Law and Interpretation

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The standard form of contract will be a Stipulated Price contract – CCDC 2, 2020 modified to incorporate the following:

- requirements and conditions set forth herein; and
- CCDC 2 -2020 Supplementary Conditions ([Appendix A-1](#))

Once signed the CCDC 2 - 2020 as modified by the above will form the contract which governs the relationship through-out the life cycle of the project.

Purchase Order Information

A purchase order (PO) number will be issued to the successful respondent for the goods and services. The PO number must be included on all invoices submitted to the Board.

All invoices must clearly state the purchase order number. Invoices shall contain the respondent's HST registration number, and the HST amount as a separate item. Separate invoices must be issued by the respondent for each purchase order. Incomplete invoices will not be paid.

All invoices are paid by Electronic Funds Transfers (EFT). The successful /respondent/ will be required to provide the Board with their banking information. Failure to accept payment by EFT may result in disqualification.

Original invoices must be submitted to the attention of:

Conseil scolaire Viamonde
Vanier Drive, Suite 101
Welland, ON L3B 1A1
comptespayables@csviamonde.ca

APPENDIX A1 – BOARD’S SUPPLEMENTARY CONDITIONS

Please refer to the PDF file in the Bonfire project portal.

APPENDIX B – RFQ PARTICULARS

A. THE DELIVERABLES

The following documents and electronic submission will form the basis of this RFQ and shall be included in the formulating of both the contract and contract price:

- Submission Form - Appendix C;
- Bid Price in Bonfire Bidding System – Appendix B1;
- Supplementary Bid Forms:
 - Proposed Subcontractor(s) - Appendix B2;
 - Separate Price(s) (if applicable) – Appendix B3;
 - Alternative Price(s) (if applicable) – Appendix B4;
 - Unit Price(s)(if applicable) – Appendix B5
- Reports (if applicable) (Appendix D);
- Specifications (Appendix E);
- Drawings (Appendix F)
- Board’s Supplementary Conditions (Appendix A1); and
- Addenda issued during bidding period.

Before submitting a Quotation, respondents are to examine the site to fully ascertain existing conditions, circumstances and limitations affecting the work. No allowances will be made for additional costs arising out of failure to investigate existing conditions.

PROJECT INFORMATION

ANTICIPATED COMMENCEMENT OF CONSTRUCTION:	July 2 nd , 2024
EARLY OCCUPANCY DATE:	August 26 th , 2024
ANTICIPATED SUBSTANTIAL PERFORMANCE OF WORK	September 30 th , 2024
SPECIAL CONDITIONS	N/A

B. MATERIAL DISCLOSURES

N/A

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

Respondents should refer to the instructions attached to the solicitation for the **Appendix C – Submission Form** requirements and provide all required information in accordance with the instructions provided in the bidding system.

2. Pricing

Each quotation must include pricing information that complies with the instructions set out below in **Section F of this Appendix B**.

3. Other Mandatory Submission Requirements

Bonding Ability

Each respondent shall confirm their ability to provide the Performance Bond and Labour and Material Payment Bonds in the amount equal to 50% of the total bid price.

Bonds will be from a provider which has been assessed and approved by the Surety Association of Canada.

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

E. PRE-CONDITIONS OF AWARD

PERFORMANCE SECURITY

The successful respondent, after receiving written notification from the Owner of being awarded the Contract, and prior to the signing of the Contract, shall within **five (5) business days** provide the Owner the required Performance Bond and Labour and Material Payment Bond in the amount equal to 50% of the total Contract Price.

INSURANCE

At the time of entering into the agreement, the successful respondent shall maintain at his own expense, a policy of General Liability Insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire agreement period.

The General Liability Insurance shall have limits of no less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Board must be named as additional insured on the successful respondent's insurance policy. The insurance certificate must state that the Board will be advised within thirty (30) days of any changes or cancellation to the insurance policy.

In addition, the successful respondent shall maintain at their own expense the following insurance:

- a) For the successful respondent's vehicles owned or leased, third party liability insurance policy in the minimum amount of two million dollars (\$2,000,000).
- b) Insurance against any loss or damage to his or her property or machinery while on the Board property for this work.

The successful respondent shall provide the Board with proof of insurance within five (5) working days after being notified of being awarded the agreement.

Prior to the expiration date of the original policies, without notice or request by the Board, the successful respondent shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the Board.

WSIB

The successful respondent shall submit to the Board at the time of entering into the agreement, and every ninety (90) days thereafter a satisfactory Certificate of Clearance from the Ontario WSIB. Ontario WSIB Clearance Certificates and updates will continue to be retained by the Board. Such clearance certificates shall indicate that the successful respondent and any prior approved subcontractor(s) have complied with the requirements of the Ontario WSIB.

WSIB and are in good standing on the books of the Ontario WSIB. The Board may, at any time during the performance or upon completion of the agreement, require a further declaration that all such contributions have been paid.

No payments to the successful respondent will be made by the Board where eligibility for Certificate of Clearance, issued by the WSIB, is not in good standing.

F. PRICE EVALUATION METHOD

The lowest-price bidder will be determined based on the total bid price provided in the bidding system.

Instructions on How to Provide Pricing - Available to be Completed Directly in the Bidding System (Bonfire)

- (a) Respondents should submit their Price in the bidding system browser. The bidding system browser will have a field to enter the Bid Price named **Appendix B1 – Pricing** available *directly in the bidding system browser.*
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.

- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) The Bid Price **must include all cash allowances and contingencies**, if any, but does not include any Alternate Prices or Separate Prices, if any are required.

Cash Allowances

- a. N/A

Contingencies

- **Contingency Allowance of \$35,000.00**

Required Pricing Information

The Board will require the following prices:

- (a) Appendix B1 – Pricing (Evaluated)
- (b) Appendix B2 – Subcontractors (if applicable)
- (c) Appendix B3 – Separate Price(s) (if applicable)
- (d) Appendix B4 – Alternative Price(s) (if applicable)
- (e) Appendix B5 – Unit Price(s) (if applicable)

APPENDIX B1 – PRICING

The Quotation Price is to be **submitted and completed within the bidding system browser**. Please refer to section *F. PRICE EVALUATION METHOD – Instructions on How to Provide Price.*

APPENDIX B2 – SUBCONTRACTORS

The Bidder intends to use the following subcontractors to deliver the Goods and/or Services with the consent of the Board.

Where the Board has prequalified or preapproved subcontractors for a trade, only those prequalified or preapproved subcontractors may be utilized on the project. **Failure to use a prequalified or preapproved subcontractor may result in disqualification of the Bid.**

As a precondition of award, the bidder must submit **Appendix B2 – Subcontractor List** within 48 hours after receiving the award notice to info@francoachat.ca.

The bidder proposes to use the following subcontractors with the portion to be performed by each as indicated, and no more than one subcontractor being proposed for any such portion. The bidder also declares that the following list is detailed and accurate and understands that no changes may be made without prior approval from the Board.

Please highlight one of the following pre-qualified or pre-approved subcontractors that you plan on using for this project.

DESCRIPTION OF GOODS/SERVICES TO BE PROVIDED BY SUBCONTRACTOR	NAME OF SUBCONTRACTOR
N/A	N/A

APPENDIX B3 – SEPARATE PRICE

The Board requires Bidders to provide Separate Prices for the items listed below. Failure to provide Separate Prices may render your Quotation non-compliant and be rejected by the Board, in its sole discretion. The following Separate Prices for Work, if accepted by the Board, will result in an adjustment to the Quotation Price submitted in **Appendix B1 – Pricing**. The Board may at its sole discretion accept or reject any of the Separate Prices proposed.

The Separate Prices submitted below are irrevocable and binding on the Bidder for the same period of time as the Quotation Price, unless included in the Final Agreement.

The following price(s) are offered as additions or deletions to the Base Bid for the use of alternative methods and/or materials to those specified in the quotation documents.

All prices submitted take into consideration and allow for changes and adjustments in other Work included in the Quotation Price as may be necessary to provide a finished and functional result.

Separate Prices include all overhead, profit and all relative charges of the Bidder and represent the actual cost to the Board for the Work. Separate Prices do not include Harmonized Sales Tax (HST).

The Separate Price(s) will not form part of the evaluation.

DESCRIPTION OF WORK	ADD TO BID PRICE
N/A	N/A

APPENDIX B4 - ALTERNATIVE PRICE(S)

The Board requires Bidders to provide Alternate Prices for the items listed below. Failure to provide Alternate Prices may render your Quotation non-compliant and be rejected by the Board, in its sole discretion. The following Alternate Prices for Work, if accepted by the Board, will result in an adjustment to the Quotation Price submitted in **Appendix B1 – Pricing**. The Board may at its sole discretion accept or reject any of the Alternative Prices proposed.

The Alternate Prices submitted below are irrevocable and binding on the Bidder for the same period of time as the Quotation Price, unless included in the Final Agreement.

The following price(s) are offered as additions or deletions to the Base Bid for the use of alternative methods and/or materials to those specified in the quotation documents.

All prices submitted take into consideration and allow for changes and adjustments in other Work included in the Quotation Price as may be necessary to provide a finished and functional result.

Alternate Prices include all overhead, profit and all relative charges of the Bidder and represent the actual cost to the Board for the Work. Alternate Prices do not include Harmonized Sales Tax (HST).

The Alternative Price(s) will not form part of the evaluation.

DESCRIPTION OF WORK	CHANGE IN BID PRICE		Anticipated number of weeks
	ADD TO:	DEDUCT FROM:	
ALTERNATIVE PRICE #1 N/A	N/A	N/A	N/A

APPENDIX B5 - UNIT PRICE(S)

The Board requires Bidders to provide Unit Prices for the items listed below. Failure to provide Unit Prices may render your Quotation non-compliant and be rejected by the Board, in its sole discretion, accept or reject any of the Unit Prices Proposed.

The Respondent offers for the Owner's consideration, the following Unit Price(s) for work which if accepted by the Owner will result in an adjustment to the Bid Price submitted on **Appendix B1 – Pricing**. The Owner may at its sole discretion accept or reject any of the Unit Prices proposed.

The Unit Prices submitted below are irrevocable and binding on the Bidder for the same period of time as the Quotation Price, unless included in the Final Agreement.

All prices submitted take into consideration and allow for changes and adjustments in other Work included in the Quotation Price as may be necessary to provide a finished and functional result. Unit prices shall be used to establish costs in the event that additional and/or a reduction of such items occur during the progress of the Work. Exact quantities to be agreed upon by Owner before proceeding the adjustment. All prices include overhead, profit and all relative charges of the Bidder and sub-contractors, and represent the actual cost to the Board for the Work for the described substitutions regardless of the quantity substituted. Prices listed exclude HST.

The Unit Price(s) will not form part of the evaluation.

UNIT OF WORK	UNIT PRICE
N/A	<u> N/A </u> \$ / square feet

APPENDIX C – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the **Appendix C – Submission Form** requirements and provide all required information in accordance with the instructions provided in the bidding system.

1. Respondent Information

Please fill out the following form, naming one (1) person to be the respondent’s contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent’s contact for submission questions (Name, title, phone & email):	
Respondent’s contact with the authority to bind the respondent (Name, title, phone & email):	
Respondent’s contact for administration / finance questions (Name, title, phone & email):	
Respondent’s contact for operational / Project Manager (Name, title, phone & email):	

2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CEO FRANCOachat and the respondent unless and until CEO FRANCOachat and the respondent execute a written agreement for the Deliverables.

3. Ability to Provide Deliverables

The respondent has carefully examined the RFQ documents and has a clear and comprehensive knowledge of the Deliverables required. The respondent represents and warrants its ability to

provide the Deliverables in accordance with the requirements of the RFQ for the rates set out in its quotation.

4. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by CEO FRANCOachat prior to the Deadline for Issuing Addenda.

6. Substitutions

Respondents shall note that products specified or shown on Drawings by brand name or catalogue number and/or by the name of the manufacturer or supplier shall form the basis of the Bid. Bids which are not submitted for the products specified in the Bid Documents may be considered non-compliant and may be rejected.

Respondents may submit a request that the Board consider substitute products. The Board will ONLY review substitution requests during the bidding period under the following conditions:

Requests must be received no later than nine (9) calendar days prior to the Submission Deadline.

Requests shall include all required technical information, organized and presented in an easily understandable format.

Requests shall clearly identify differences (if any) from specified products. Follow Specification description format utilized in the Bid Documents to facilitate comparison.

Requests shall also include a list of recent project references where the substitute product was utilized.

The Board reserves the right to accept or reject any or all proposed substitutions. Substitutions accepted by the Board will be confirmed by the issuance of an Addendum.

Respondents may also propose substitutions for products under the following conditions:

Submit a bid price on the Bid Price Form as per the products specified and/or shown on the Drawings and Specifications.

List proposed substitutions under "Proposed Substitutions" in the appropriate space designated for that purpose on the Supplementary Bid Form. Show the substitute products name and state the difference in bid price, if any, should the proposed substitution be accepted.

The Board reserves the right to accept or reject any or all of the proposed substitutions.

7. Quality Bids

In the event the Board does not receive a minimum of three (3) Bids, the Board may proceed with any of the following options:

- If in the opinion of the Board additional Bids could be received through a modified or adjusted RFQ process, Bids received may be returned unopened and a new RFQ process will be initiated.
- If in the opinion of the Board it is unlikely that additional Bids can be obtained or for other factors such as time, the Bids may be opened and evaluated.
- If in the opinion of the Board it is in its best interest to do so, the Board may abandon the RFQ entirely.

In the event the compliant lowest Bid received is above the Board's Budget, the Board may proceed with any of the following options:

- Cancel the RFQ entirely and issue modified Bid Documents.
- If in the opinion of the Board it is unlikely that additional Bids could be received under Budget or for other factors such as time, the Board may, after approval from the Director of Education, enter negotiations with the lowest compliant respondent to reach an agreement which will be satisfactory to the Board and which will meet the original intent of the solicitation.
- If in the opinion of the Board it is in its best interest to do so, the Board may abandon the RFQ entirely.

8. Communication with Competitors

For the purposes of this RFQ, the word "competitor" includes any individual or organization, other than the respondent, whether or not related to or affiliated with the respondent, who could potentially submit a response to this RFQ.

Unless specifically disclosed below under Disclosure of Communications with Competitors, the respondent declares that:

- (a) it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:
- (i) prices;
 - (ii) methods, factors, or formulas used to calculate prices;
 - (iii) the quality, quantity, specifications, or delivery particulars of the Deliverables;
 - (iv) the intention or decision to submit, or not to submit, a quotation; or
 - (v) the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

(b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFQ or its quotation, the respondent discloses below the names of those competitors and the nature of, and reasons for, such communications:

9. No Prohibited Conduct

The respondent declares that it has not engaged in any conduct prohibited by this RFQ.

10. Conflict of Interest

The respondent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of CEO FRANCOachat within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its quotation; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

Otherwise, if the statement below applies, check the box.

- The respondent declares that there is an actual or potential Conflict of Interest relating to the preparation of its quotation, and/or the respondent foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the RFQ.

If the respondent declares an actual or potential Conflict of Interest by marking the box above, the respondent must set out below details of the actual or potential Conflict of Interest:

11. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by CEO FRANCOachat to the advisers retained by CEO FRANCOachat to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

APPENDIX D – DSS REPORT

Please refer to the PDF file in the Bonfire project portal.

APPENDIX E – SPECIFICATIONS

Please refer to the PDF file in the Bonfire project portal.

APPENDIX F – DRAWINGS

Please refer to the PDF file in the Bonfire project portal.