

#### **Request for Quotations**

For

**General Contractor Services** 

For

Interior Renovations at daycare La Boîte à Soleil, Welland

Request for Quotations No.: 2024-122

Submission Deadline: December 16, 2024 at 2:00 PM local time

Owner: Csc MonAvenir 110 Drewry Avenue, Toronto, M2M 1C8

Architect: Denis Rioux 63 Heman St, Toronto, M8V 1K4 Tel: (416) 728-1356

#### TABLE OF CONTENTS

PART	<b>1 – INVITATION AND SUBMISSION INSTRUCTIONS</b>	.3
1.1	Invitation to Respondents	. 3
	RFQ Contact	
1.3	Type of Contract for Deliverables	. 3
1.4	Recipients	. 4
	RFQ Timetable	
1.6	Submission of Quotations	. 5
PART	2 – EVALUATION AND AWARD	.7
	Stages of Evaluation	
2.2	Stage I – Mandatory Submission Requirements	. 7
2.3	Stage II – Mandatory Technical Requirements	. 7
	Stage III – Pricing	
2.5	Selection of Top-Ranked Respondent	. 7
PART	3 - TERMS AND CONDITIONS OF THE RFQ PROCESS	.8
	General Information and Instructions	
	Communication after Issuance of RFQ	
	Notification and Debriefing	
	Conflict of Interest and Prohibited Conduct	
	Confidential Information	
	Procurement Process Non-Binding	
3.7	Governing Law and Interpretation	13
	NDIX A – FORM OF AGREEMENT	
	NDIX B – SUBMISSION FORM	
	NDIX C – PRICING	
APPE	NDIX D – RFQ PARTICULARS	20
	HE DELIVERABLES	
B. №	IATERIAL DISCLOSURES	20
	1ANDATORY SUBMISSION REQUIREMENTS	
	1ANDATORY TECHNICAL REQUIREMENTS	
	RE-CONDITIONS OF AWARD	
APPE	NDIX E – ANNEXES	23

# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

#### **1.1** Invitation to Respondents

This Request for Quotations (the "RFQ") is an invitation by Conseil scolaire catholique MonAvenir (the "Board") to prospective respondents to submit non-binding quotations for **interior renovations at daycare La Boîte à Soleil, Welland** as further described in Section A – the Deliverables of the RFQ Particulars (Appendix D).

The Board is seeking bids from General contractors for interior renovations at the following daycare:

- > Area 6\_South (Lincoln, Niagara):
  - ÉÉC du Sacré-Cœur
    Daycare La Boîte à Soleil
    310 Fitch St, Welland, ON, L3C 4W5

The following documents are included in the bidding package and detail the scope of work along with the deliverables. These documents are included in the bidding package and form part of the Bidding Document:

- Annex A\_Specifications
- Annex B\_Drawings
- Annex C\_CSCMA\_Supplementary Provisions\_CCDC2 2020
- Annex D\_CSCMA\_Purchase Order Terms and Conditions
- Annex E\_Supplier Performance Evaluation Protocol

#### 1.2 RFQ Contact

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

#### Tommy Lim, Procurement Officer, CSC MonAvenir

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Board, 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** Type of Contract for Deliverables

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").

It is the Board's intention to enter into a contract with one (1) legal entity.

Should a quotation be accepted:

- (a) The contract will run upon award until completion of the project;
- (b) Plus One (1) year following substantial completion for warranty purposes;

#### 1.4 Recipients

The following firms have been prequalified by the Board in the designated area to submit a bid for the project:

#### > Area 6\_South (Lincoln, Niagara)

- Anacond Contracting Inc.
- BDA Inc
- Caird-Hall Construction Inc.
- First Response Environmental 2012 INC.
- GEN-PRO/1320376 Ontario Ltd.
- Hall Construction Inc
- Integricon Property Restoration and Construction Group Inc.
- King Contractors of Niagara Ltd.
- ONIT Construction Inc.
- Quad Pro Construction Inc.
- RAINFORCES LTD.
- Serianni Construction Ltd.

#### **1.5 RFQ Timetable**

Issue Date of RFQ	November 27, 2024
Mandatory Site Visit	ÉÉC du Sacré-Coeur
	Daycare La Boîte à Soleil
	310 Fitch St, Welland, ON, L3C 4W5
	December 3, 2024 at 1:00 PM local time
	On site contact: Daniel Virginie
	Cell: 905 391 0605
Deadline for Questions	December 5, 2024 at 12:00 PM local time
Deadline for Issuing Addenda	December 9, 2024
Submission Deadline	December 16, 2024 at 2:00 PM local time
Anticipated Execution of Agreement	Upon contract award

The RFQ timetable is tentative only and may be changed by the Board at any time.

#### Mandatory Site Visit

When a site visit is mandatory, the proponent is responsible to complete a preliminary site inspection to review the site conditions, space available and the equipment in place prior to submit their bid.

It is in the best interests of the Proponent to attend all site visits. When a site visit is mandatory, and the Proponent does not attend, the Bid will be rejected.

By attendance, the Board means that the proponent should be present from the beginning to the end of the site visit and follow the instructions and directives on site from Board's representative or the appointed consultant as requested.

Note: in the event of multiple mandatory site visits, if a Proponent does not attend a site visit at a particular location, the Proponent will be disqualified from bidding on said site. This does not mean that the Proponent cannot bid on others locations where the site visit was attended.

#### The sign in sheet will be official record of the attendance for the Board.

Proponents may request subsequent site visits with or without their subcontractors, in order to review the existing conditions of the site. These subsequent visits are not mandatory.

When the Proponent wishes to visit a site before submitting a Bid, this visit must be co-ordinated with the Board Representative or as indicated in this Bid opportunity.

OR

#### Non mandatory site visit

If no mandatory site meetings are announced, it is RECOMMENDED that all Proponents visit site in order to review the existing conditions. Any unusual conditions, which might affect the Bid, shall be reported by the Proponent to the Board prior to Bid submission. No allowances will be made or compensation approved for errors or difficulties that arise from the Proponent's failure to visit the site and review the conditions.

When the Proponent wishes to visit a site before submitting a Bid, this visit must be co-ordinated with the Board Representative or as indicated in this Bid opportunity.

#### **1.6** Submission of Quotations

## **1.6.1** Quotations to be Submitted to Prescribed Location

Quotations must be submitted to: <u>cscmonavenir.bidsandtenders.ca</u>

#### **1.6.2** Quotations to be Submitted on Time

Quotations must be submitted on or before the Submission Deadline. Quotations submitted after the Submission Deadline will not be accepted. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk.

## **1.6.3** Quotations to be Submitted in Prescribed Format

All respondents shall have a bidding system vendor account and be registered as a plan taker for this opportunity, which will enable the respondent to download the

solicitation document, to receive addenda email notifications, download addenda and submit their quotations electronically through the bidding system.

Respondents are cautioned that the timing of their 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.

For the above reasons, the Board recommends that respondents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Board's bidding system web clock.

Technical support is available through the bidding system at <u>support@bidsandtenders.ca</u> or 1-800-594-4798. Respondents should contact technical support at least twenty-four hours prior to deadline if they encounter any problems. The bidding system will send a confirmation email to the respondent advising when the quotation was submitted successfully. If respondents do not receive a confirmation email, they should contact technical support.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a respondent has obtained this solicitation document from a third party, the onus is on the respondent to create a bidding system vendor account and register as a plan taker for the opportunity at **[cscmonavenir.bidsandtenders.ca**]

#### **1.6.4** Amendment of Quotation

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.

#### **1.6.5** Withdrawal of Quotation

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. To withdraw a quotation prior to the Submission Deadline, the respondent is solely responsible for ensuring that the quotation is withdrawn 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

The Board 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. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

#### 2.3 Stage II – Mandatory Technical Requirements

The Board will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix D) have been met. Questions or queries on the part of the Board as to whether a quotation has met the mandatory technical requirements will be subject to the verification and clarification process set out in Part 3.

#### 2.4 Stage III – Pricing

Stage III will consist of an evaluation of the submitted pricing in each qualified quotation in accordance with the price evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

#### 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 D), 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.

#### **3.1.2 Quotations in English**

All quotations are to be in English only.

#### **3.1.3** No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed form, 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, the Board may consider the respondent's past performance or conduct on previous contracts with the Board or other institutions.

#### 3.1.5 Information in RFQ Only an Estimate

The Board 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 the Board

The Board 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

The Board makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. The Board 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 to the Board's bidding system question and answer function on or before the Deadline for Questions. No such communications are to be directed to anyone or by any other means than submission through the Board's bidding system and the Board shall not be responsible for any information provided by or obtained from any source other than the RFQ Contact or the Board's bidding system. It is the responsibility of the respondent to seek clarification through the Board's bidding system on any matter it considers to be unclear. The Board 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 the Board, 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. 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 the Board through the Board's bidding system. Respondents will be required to check a box for acceptance of addenda before submitting their quotation through the Board's bidding system.

#### 3.2.3 **Post-Deadline Addenda and Extension of Submission Deadline**

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

## 3.2.4 Verify, Clarify and Supplement

When evaluating quotations, the Board 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, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in Section D of the RFQ Particulars (Appendix D). The Board 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 the Board and a respondent, the other respondents may be notified directly in writing and will be notified by public posting in the same manner that this RFQ was originally posted 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.

#### **3.3.3 Procurement Protest Procedure**

If a respondent wishes to challenge the RFQ process, it should provide written notice within ten (10) days to the RFQ Contact in accordance with the Board's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the respondent's concerns with the procurement process or its outcome.

#### 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 the Board in the preparation of its quotation that is not available to other respondents, (ii) 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 (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process noncompetitive 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.

## **3.4.2 Disqualification for Conflict of Interest**

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

## **3.4.3 Disqualification for Prohibited Conduct**

The Board may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if the Board 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 B).

## 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 successful 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 the Board; 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 Past Performance or Past Conduct

The Board may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, 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, contractual obligations, duties of any nature, or other commitments;
- (c) the supplier has commenced any legal proceedings or is otherwise engaged in; or
- (d) any conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

#### **3.5 Confidential Information**

#### **3.5.1** Confidential Information of the Board

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

- (a) is the sole property of the Board 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 the Board; and
- (d) must be returned by the respondent to the Board immediately upon the request of the Board.

#### **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 the Board. The confidentiality of such information will be maintained by the Board, 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 the Board 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 tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor the Board 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 the Board and may result in an invitation by the Board 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 the Board 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 the Board to enter into an agreement for the Deliverables.

#### 3.6.4 Cancellation

The Board 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 must not be construed as intending to limit the preexisting 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 form of contract will consist of:

a) A written agreement based upon CCDC2 – 2020 stipulated price contract, as amended with the Board's supplementary conditions

b) supplemented by a Purchase Order issued by the Board to the successful respondent respondent. The Board's purchase order terms and conditions can be found in Annex D.

c) and the Supplier Performance Evaluation Protocol (Annex E)

## **APPENDIX B – SUBMISSION FORM**

#### 1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.					
Project reference:	RFQ 2024-122 GC Services for Interior Renovations at daycare La Boîte à Soleil, Welland				
Full Legal Name of Respondent:					
Any Other Relevant Name under which Respondent Carries on Business:					
Street Address:					
City, Province/State:					
Postal Code:					
Phone Number:					
Fax Number:					
Company Website (if any):					
Respondent Contact Name and Title:					
Respondent Contact Phone:					
Respondent Contact Fax:					
Respondent Contact 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 the Board and the respondent unless and until the Board 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 and in Pricing (Appendix C) in particular. 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 the Board prior to the Deadline for Issuing Addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: \_\_\_\_\_\_\_. Respondents who fail to complete this section will be deemed to have received all posted addenda.

#### 6. No Prohibited Conduct

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

#### **7. 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 the Board 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:

#### 8. 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 the Board to the advisers retained by the Board to advise or assist with the RFQ process, including with respect to the evaluation this quotation.

Signature of Respondent Representative

Name of Respondent Representative

Title of Respondent Representative

Date

I have the authority to bind the respondent.

# **APPENDIX C – PRICING**

#### 1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below ("Required Pricing Information") by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) 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.

#### 2. Evaluation of Pricing

Pricing is worth **100 points** of the total score of 100 points.

Pricing will be scored based on a relative pricing formula. Each respondent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula:

#### *lowest price*÷*respondent's price* × *weighting=respondent's score*

#### 3. Required Pricing Information

Respondents are required to provide their quotation as follows:

#### a) Base bid price

Description	Lump Sum (\$ CAD) excl. HST
General Contractor Services for Interior Renovations at Daycare La Boîte à Soleil, Welland - As per Scope of Work	
Total Base bid price (\$ CAD excl. HST)	

Validity period of quote:\_\_\_\_\_\_ calendar days

### b) Cash Allowance

If required, the Board will provide a cash allowance for Miscellaneous, unknown Site Conditions.

Description	Amount in \$ CAD
Miscellaneous unknown Site Conditions	\$ 3,000.00

# c) Subcontractor (if applicable)

Line Item	Subcontractor	Description of Work	Contact Name & Phone Number
1			
2			
3			
4			
5			

# **APPENDIX D – RFQ PARTICULARS**

#### A. THE DELIVERABLES

The Board is seeking bids from General contractors for interior renovations at the following daycare:

- > Area 6\_South (Lincoln, Niagara):
  - ÉÉC du Sacré-Cœur
    Daycare La Boîte à Soleil
    310 Fitch St, Welland, ON, L3C 4W5

The following documents are included in the bidding package and detail the scope of work along with the deliverables. These documents are included in the bidding package and form part of the Bidding Document:

- Annex A\_Specifications
- Annex B\_Drawings
- Annex C\_CSCMA\_Supplementary Provisions\_CCDC2 2020
- Annex D\_CSCMA\_Purchase Order Terms and Conditions
- Annex E\_Supplier Performance Evaluation Protocol

#### **B. MATERIAL DISCLOSURES**

#### <u>Work schedule</u>

Please note the following constraints:

- Site work to begin on July 2, 2025, with substantial completion date of August 15, 2025. The full completion must be by August 22, 2025 to allow the custodians to finalize set up prior to the beginning of the new school year. Starting July 2, 2025, the daycare facility will be accessible to the successful proponent for the commencement of the work, including weekends. The proponent is responsible for scheduling their work within this timeframe to ensure the project's full completion by August 22, 2025. Please take this into consideration when submitting your Base bid price.

With the above in mind, please provide an overall schedule at time of submission.

#### C. MANDATORY SUBMISSION REQUIREMENTS

#### **1.** Submission Form (Appendix B)

Each quotation must include a Submission Form (Appendix B) completed and signed by an authorized representative of the respondent.

## 2. Pricing (Appendix C)

Each quotation must include pricing information that complies with the instructions contained in Pricing (Appendix C).

#### 3. Other Mandatory Submission Requirements

Each quotation must include the following documents:

#### a) Bid Bond and Agreement to bond

The Board is requesting bonds from all Bidders. If the bond(s) are missing, the Bid will be rejected. Bonds provided must be from a Surety Company approved to do business in Ontario. No interest will be paid on a bond held by the Board. The two types of bonds required are:

- **Bid Bond** - the purpose is to ensure that the Contractor will effectively enter into the Contract within the time required. The bond amount will represent ten (10) % of the total contract value. A certified cheque for this amount is an acceptable substitute for a bid bond. The certified cheque will be deposited and retained as security until the work commences by the successful Contractor to the complete satisfaction of the designated Board representative. A scanned copy of a certified cheque or Bid Bond as prescribed above, must be included in your online bid submission.

- **Agreement to Bond** – the purpose is to provide assurance to the Board that the Bidder can provide the necessary securities to ensure performance. The Performance Bond shall be in the amount of 50% Performance and a 50% Labour and Material. In lieu of a Performance Bond, a certified cheque in the amount of 50% of the amount of the awarded bid, may be presented to the Board upon notification of tentative bid award. The certified cheque must be presented to the Board within 48 hours of notice. If the certified cheque is not presented, the Board will award the tender or a portion thereof to the next most responsive and responsible Bidder.

- b) Overall work schedule
- c) Annex C\_CSCMA\_Supplementary Provisions\_CCDC2 2020 to be signed
- d) List of proposed sub-contractors, if applicable
- e) The respondent's HST registration number
- f) The respondent's WSIB Number or the WSIB exemption Form completed and signed, whichever is applicable to the Respondent

#### **D. MANDATORY TECHNICAL REQUIREMENTS**

Please refer to Appendix E.

#### E. PRE-CONDITIONS OF AWARD

The successful respondent shall provide to the Board, within Five (5) business days of notice of selection, the following documents:

(a) A copy of your Commercial General Liability Insurance with a minimum coverage of Ten million dollars (\$10,000,000) with the Board as an additional insured.

(b) A copy of your Automobile Liability Insurance with a minimum coverage of Five million dollars (\$5,000,000) with the Board as an additional insured.

(c) The Contact information of the staff assigned to this project

(d) A copy of your WSIB Clearance Certificate

(e) The Police Criminal Check - Compliance Form. The Board will provide this Form at the time of the notice of selection

(f) Supplier Performance Evaluation Protocol – last page to be completed and signed

(g) Any additional documents requested by the Board

# **APPENDIX E – ANNEXES**

The following documents are included in the bidding package and form part of the Bidding Document. They must be downloaded through the online platform Bids & Tenders:

- Annex A\_Specifications
- Annex B\_Drawings
- Annex C\_CSCMA\_Supplementary Provisions\_CCDC2 2020
- Annex D\_CSCMA\_Purchase Order Terms and Conditions
- Annex E\_Supplier Performance Evaluation Protocol

# 2024-122 - General Contractor Services for Interior Renovations at daycare La Boîte à Soleil, Welland

Opening Date: November 27, 2024 12:00 PM

Closing Date: December 16, 2024 2:00 PM

#### **Online Bid Forms**

The following pages are generated by the bidding system and are for reference only. The information must be submitted online through the bidding system.

#### **Schedule of Prices**

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

#### \* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the board.

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a \$0.00 dollar value.

#### **Base Bid Price**

#### Stipulated Bid Price Instructions:

- a) Lump Sum price is for Work as indicated in tender documents
- b) Price listed hereunder do not include HST.

Note: The associated cost for the Proposal shall be inclusive of all disbursements and site visits.

	Lump Sum (\$ CAD) excl. HST *
General Contractor Services for Interior Renovations at Daycare La Boîte à Soleil, Welland - As per Scope of Work	
Total Base bid price (\$ CAD excl. HST)	

#### Quote validity period

Kindly specify the validity period of the provided quotation.

Description	Number of calendar days *	
Validity period of quote		*

#### **Cash Allowance**

Note: Cash Allowances amounts are given for information purposes and will not be considered for evaluation purposes.

If required, the Board will provide cash allowances as follows:

We will not be submitting for Cash Allowance

Description	Cash Allowances Amount (in \$ CAD)
Miscellaneous unknown Site Conditions	\$ 3,000.00

#### **Bid Questions**

Please confirm your HST registration number # Note: This number shall appear on all invoices issued by the	
successful Proponent.	
Please confirm your Workplace Safety & Insurance Board of Ontario (WSIB) account number here. Note:	
At time of entering into the Contract, the Successful	
Proponent, will be required to provide a copy of the	,
WSIB Clearance Certificate	

#### **Sub-Contractors**

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project.

#### **Subcontractors**

#### List of Sub-contractors

(a) The following are the Subcontractors whose quotations we have employed in the preparations of this tender and whose use we propose should this tender be accepted. We agree not to change subcontractors without the expressed and written approval of the Owner.

(b) Should more than one name be entered beside any category, the Owner shall have the option to choose either trade without a change in the tendered price. (Please note that all subcontractors must be filled in or the tender may be declared void).

(c) List each Subcontractor by his firm's proper legal designation, and to indicate whether his business is carried on as an individual, partnership, or limited company.

#### By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their "OWN FORCES".

Subcontractor	Division / Section of Work	
		*

#### Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

It is the Proponent's responsibility to make sure that the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

*Important:* When naming your file to be uploaded, please use short title. No more than five (5) short words. Otherwise, your document cannot be opened.

- Submission Form (Appendix B) pages 15 to 17 \* (mandatory)
- Overall Work Schedule \* (mandatory)
- Annex C\_Supplementary Provisions CCDC2 2020 to be signed \* (mandatory)
- WSIB Exemption (if applicable) (optional)
- Additional Document (optional)

#### BONDING UPLOAD SECTION

- Bid Bond \* (mandatory)
- Agreement to Bond \* (mandatory)

#### Addenda, Terms and Conditions

By submitting an offer in response to this bid opportunity,

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation and submit this Bid on behalf of the Bidder.

#### **CONFLICT OF INTEREST**

The respondent must declare all potential Conflicts of Interest, as defined in this stipulated bid opportunity. 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 the Board within twelve (12) months prior to the Submission Deadline.

To the following question: "Do you have a potential conflict of interest?"

If the respondent selects hereunder the box "No", the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this stipulated bid opportunity.

Otherwise, if the respondent declares an actual or potential Conflict of Interest by marking the box "Yes" below, the respondent must set out details of the actual or potential Conflict of Interest.

Based on the above, the undersigned hereby declares whether or not there is a possible conflict of interest as follows:

Do you have a potential conflict of interest?

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File	ame I have reviewed the below addendum and attachments (if applicable)	Pages	
	applicable)		

There have not been any addenda issued for this bid.