



Centre d'excellence en approvisionnement  
**FRANCOachat**

**Request for Proposals**  
**for**  
**Auditorium Renovation at École Secondaire Toronto-Ouest**  
**At 330 Lansdowne Avenue,**  
**Toronto, ON M6H 3Y1**

Request for Proposals No.: # **24-140**

Issued: **November 22, 2024**

Submission Deadline **December 19<sup>th</sup> 2024, 2:00:00 PM**

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# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Proponents

### 1.1.1 Invitation

This Request for Proposals (the “RFP”) is an invitation by Centre d’excellence en approvisionnement FRANCOachat and its participating agencies (“CEA FRANCOachat”) to prospective proponents to submit proposals for the **Auditorium Renovation at École Secondaire Toronto-Ouest at 65 rue Grace, Toronto, ON M6J 2S4**, as further described in Section A of the RFP Particulars (Appendix B) (the “Deliverables”).

The Centre d’excellence en Approvisionnements 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(s) is referred to as "Owner" unless otherwise specified.

The Intent of this NRFP is to obtain proposals from proponents to complete the **Construction of an Auditorium renovation at École Secondaire Toronto-Ouest, 330 avenue Lansdowne Toronto, ON M6H 3Y1**, for a Stipulated Price contract in the form of CCDC 2-2020 with Supplementary Conditions, in accordance with all NRFP Documents and Terms and Conditions outlined herein (the “Contract”).

### PREQUALIFIED BIDDERS

The Board has prequalified General Contractors from **RFSQ #19-83 Zone 2 (GTA) - Category 2**.

Bids will **only** be accepted from prequalified General Contractors noted below. No change to the list of prequalified contractors will be accepted.

### PREQUALIFIED CONTRACTORS

The Board has prequalified the following contractors:

1. Anacond Contracting Inc.
2. BDA
3. Deciantis Construction Limited
4. GEN-PRO (1320376 Ontario Ltd)
5. HN Construction Ltd
6. J.J. McGuire General Contractors
7. Newgen Construction Corporation

8. Snyder Construction (784437 Ont.) Inc
9. Rutherford Contracting Ltd.

### **1.1.2 Proponent Must Be Single Entity**

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

### **1.1.3 Bidding System Registration**

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

## **1.2 RFP Contact**

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

Kyle Patterson, [info@FRANCOachat.ca](mailto:info@FRANCOachat.ca)

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of CEA FRANCOachat, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the proponent and the rejection of the proponent’s proposal.

## **1.3 Contract for Deliverables**

### **1.3.1 Type of Contract**

The selected proponent will be requested to enter into an agreement with the Board, executed by CEA FRANCOachat for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

If it is in the best interest of the Board, CEA FRANCOachat may initiate a negotiation process as detailed in section **2.5 Stage IV – Contract Negotiations and BAFO**.

### 1.3.2 Term of Contract

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

## 1.4 RFP Timetable

### 1.4.1 Key Dates

Issue Date of RFP	November 22, 2024
Mandatory Site Visit / Pre-Bid Meeting	November 29, 2024
Deadline for Questions	December 10, 2024, 4:30:00 PM
Deadline for Issuing Addenda	December 12, 2024, 4:30:00 PM
Submission Deadline	December 19, 2024, 2:00:00 PM
Rectification Period	Minimum 2 business days
Anticipated Ranking of Respondents	January 15th, 2025
Anticipated Execution of Agreement	TBD

The RFP timetable is tentative only and may be changed by CEA FRANCOachat at any time. For greater clarity, business days means all days that CEA FRANCOachat is open for business.

### 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 proponents: **Mandatory Site Visit at Ecole Élémentaire Toronto-Ouest , 330 avenue Lansdowne Toronto, ON M6H 3Y1, on November 29<sup>th</sup> , 2024, 10:00 AM Local Time.**

## 1.5 Submission Instructions

### 1.5.1 Submission of Proposals

Proposals must be submitted electronically through the bidding system at:

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

Submissions by other methods will not be accepted. Minimum system requirements are Google Chrome or Mozilla Firefox. Javascript must be enabled.

In the event of any technical issues, proponents should contact the bidding system's technical support at [Support@GoBonfire.com](mailto:Support@GoBonfire.com), or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

### 1.5.2 Proposals to Be Submitted on Time

Proposals must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of proposals 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.

Proponents are cautioned that the timing of submission is based on when the proposal is received by the bidding system, not when a proposal is submitted by a proponent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, proponents should

plan to submit proposals well in advance of the Submission Deadline to avoid submitting late due to technical issues. Proponents submitting near the Submission Deadline do so at their own risk.

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

### **1.5.3 Proposals to Be Submitted in Prescribed Format**

Proposal 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 Proposals**

Proponents may amend their proposals prior to the Submission Deadline. However, the proponent is solely responsible for ensuring that the amended proposal is received by the bidding system by the Submission Deadline.

### **1.5.5 Withdrawal of Proposals**

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

[End of Part 1]

## **PART 2 – EVALUATION, NEGOTIATION, AND AWARD**

### **2.1 Stages of Evaluation and Negotiation**

CEA FRANCOachat will conduct the evaluation of proposals and negotiations in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

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

### **2.3 Stage II – Mandatory Technical Requirements**

CEA FRANCOachat will review the proposals to determine whether the mandatory technical requirements as set out in **Section D of the RFP Particulars (Appendix B)** have been met. If a proposal fails to satisfy all of the mandatory technical requirements, CEA FRANCOachat will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals 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 ranking the proponents by the submitted total base bid pricing of each qualified proposal in accordance with the price evaluation method set out in **Section F of the RFP Particulars (Appendix B)**. The evaluation of price will be undertaken after the evaluation of mandatory submission requirements and mandatory technical requirements has been completed.

The CEA FRANCOachat may require the proponent to provide a detailed explanation of the pricing information submitted and confirm that all requirements in respect of the Deliverables have been taken into account. CEA FRANCOachat may reject the proposal if the pricing does not respect all requirements of the Deliverable. CEA FRANCOachat may also reject any proposal 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 Stage IV – Contract Negotiations and BAFO**

### **2.5.1 Initial Ranking of Proponents**

After the completion of Stage III, all qualified proponents will be ranked based on their total base bid pricing.

### **2.5.2 Negotiations**

The CEA FRANCOachat may at its discretion enter contract negotiations with the highest ranked proponent if the Owner determines it is in their best interest to do so.

**Including, but not limited to, in the event the Owner is required to modify the project specifications, due to all submitted bids exceeding the budget allocated for this project, the Owner reserves the right, at its sole discretion, to invite and request all proponents that submitted a bid to participate in concurrent negotiations.**

### **2.5.2 Concurrent Negotiations**

Should the Board choose to enter concurrent negotiations, all proponents who have submitted a bid will be invited. During the concurrent negotiations, CEA FRANCOachat will provide all proponents with any additional or updated information so that proponents may update their proposal and submit their best and final offer.

During this stage and prior to providing any updated information to proponents, the CEA FRANCOachat may schedule commercially confidential meetings (“CCM”) with all the proponents to engage in direct dialogue to better understand the proponents bid. The purpose of the CCM is to allow the Owner to determine which types of changes to the specifications would allow the owner to successfully complete the project.

### **2.5.3 Submission of BAFO**

If the Owner has elected to enter into concurrent contract negotiations, each proponent will be invited to revise its initial proposal and submit its best and final offer (“BAFO”) to CEA FRANCOachat. Specific instruction regarding the submission of the BAFOs will be provided to all of the proponents who submitted an initial bid. If a BAFO fails to satisfy any mandatory submission requirements, CEA FRANCOachat will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its BAFO will be rejected. The Rectification Period will begin to run from the date and time that CEA FRANCOachat issues a rectification notice to the proponent.

### **2.5.4 Evaluation of BAFO and Final Ranking of Proponents**

Each BAFO will be ranked by the submitted total base bid pricing in accordance with the price evaluation method set out in **Section F of the RFP Particulars (Appendix B)**. The top-ranked proponent based on the evaluation of the BAFOs will receive a written invitation to finalize the agreement with CEA FRANCOachat. In the event of a tie, the selected proponent will be determined by coin flip.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE RFP PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 Proponents to Follow Instructions**

Proponents should structure their proposals in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in a proposal should reference the applicable section numbers of this RFP.

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

#### **3.1.2 Proposals in English or French**

All proposals are to be in English or French only.

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

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

#### **3.1.4 Past Performance**

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

#### **3.1.5 Information in RFP Only an Estimate**

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

#### **3.1.6 Proponents to Bear Their Own Costs**

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

#### **3.1.7 Proposal to be Retained by CEA FRANCOachat**

CEA FRANCOachat will not return the proposal or any accompanying documentation submitted by a proponent.

#### **3.1.8 No Guarantee of Volume of Work or Exclusivity of Contract**

CEA FRANCOachat makes no guarantee of the value or volume of work to be assigned to the selected proponent. The agreement to be negotiated with the selected proponent will not be an

exclusive contract for the provision of the described Deliverables. CEA 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 RFP**

#### **3.2.1 Proponents to Review RFP**

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

#### **3.2.2 All New Information to Proponents by Way of Addenda**

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

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

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

#### **3.2.4 Verify, Clarify, and Supplement**

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

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Proponents**

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

### **3.3.2 Debriefing**

Proponents may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the RFP Contact and must be made within sixty (60) days of such notification. The RFP Contact will contact the proponent's representative to schedule the debriefing. Debriefings may occur by way of conference call or other remote meeting format as prescribed by CEA FRANCOachat.

### **3.3.3 Procurement Protest Procedure**

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

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

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

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

## **3.4 Conflict of Interest and Prohibited Conduct**

### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFP process, the proponent 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 CEA FRANCOachat in the preparation of its proposal that is not available to other proponents;
  - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
  - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including, but not limited to, the lobbying of decision-makers involved in the RFP process); or

- (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP 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 proponent'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**

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

An existing supplier of CEA FRANCOachat may be precluded from participating in the RFP process in instances where CEA 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**

CEA FRANCOachat may disqualify a proponent, rescind an invitation to negotiate, or terminate a contract subsequently entered into if CEA FRANCOachat determines that the proponent has engaged in any conduct prohibited by this RFP.

### **3.4.4 Prohibited Proponent Communications**

Proponents 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 Proponent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

Proponents must not, in relation to this RFP 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 proponent(s).

### **3.4.7 Illegal or Unethical Conduct**

Proponents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion, or collusion. Proponents 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 CEA FRANCOachat; deceitfulness; submitting proposals 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 RFP.

### **3.4.8 Supplier Suspension**

CEA 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 CEA 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 CEA FRANCOachat, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, CEA 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 CEA FRANCOachat in making its final decision.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of CEA FRANCOachat**

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

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

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

### **3.5.2 Confidential Information of Proponent**

A proponent should identify any information in its proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CEA FRANCOachat. The confidentiality of such information will be maintained by CEA FRANCOachat, except as otherwise required by law or by order of a court or tribunal. Proponents are advised that their proposals will, as necessary, be disclosed, on a confidential basis, to advisers retained by CEA FRANCOachat to advise or assist with the RFP process, including the evaluation of proposals. If a proponent has any questions about the collection and use of personal information pursuant to this RFP, questions are to be submitted to the RFP 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 RFP 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 proponent nor CEA 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 proposal submitted in response to this RFP.

#### **3.6.2 No Contract until Execution of Written Agreement**

This RFP process is intended to identify prospective suppliers for the purposes of negotiating potential agreements. No legal relationship or obligation regarding the procurement of any good or service will be created between the proponent and CEA FRANCOachat by this RFP process until the successful negotiation and 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 proposals will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the proposals and the ranking of the proponents. Any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CEA FRANCOachat to enter into an agreement for the Deliverables.

#### **3.6.4 Cancellation**

CEA FRANCOachat may cancel or amend the RFP process without liability at any time.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the RFP 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:

- Appendix A1 - Board's Supplementary Conditions CCDC 2-2020;
- Appendix B1 - Bid Price in Bonfire Bidding System;
- Appendix B2 - Proposed Subcontractor(s);
- Appendix B3 - Separate Price(s) (if applicable);
- Appendix B4 - Unit Price(s) (if applicable);
- Appendix C - Submission Form;
- Appendix E – Specifications
- Appendix F – Drawings:
- Addenda issued during bidding period.

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.



## **APPENDIX A1 – BOARD’S SUPPLEMENTARY CONDITIONS**

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

## APPENDIX B – RFP PARTICULARS

### A. THE DELIVERABLES

Before submitting a bid, proponents 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:	7th March, 2025
EARLY OCCUPANCY DATE:	1st July 1st, 2025
READY FOR TAKEOVER DATE	1st August 2025
SPECIAL CONDITIONS	N/A

### B. MATERIAL DISCLOSURES

N/A

### C. MANDATORY SUBMISSION REQUIREMENTS

#### 1. Pricing

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

#### 2. Submission Form (Appendix C)

Proponents 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.

#### 3. Other Mandatory Submission Requirements

N/A

## **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

## **E. PRE-CONDITIONS OF AWARD**

### **PERFORMANCE SECURITY**

The successful proponent, after receiving written notification from the Board of being awarded the Contract, and prior to the signing of the Contract, shall within **ten (10) business days** provide the Board the required Performance Bond and Labour and Material Payment Bond in the amount equal to 50% of the total Contract Price.

### **WSIB**

The selected proponent shall have at the time of entering into the agreement, a satisfactory Certificate of Clearance from the Ontario WSIB. Ontario WSIB Clearance Certificates updates (every 90 days) will continue to be retained by the Board. Such clearance certificates shall indicate that the selected proponent 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 selected proponent will be made by the Board where eligibility for Certificate of Clearance, issued by the WSIB, is not in good standing.

### **Proof of Insurance**

At the time of entering into the agreement, the selected proponent 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 selected proponent'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 selected proponent shall maintain at their own expense the following insurance:

- a) For the selected proponent's vehicles owned / leased and/or non-owned, 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 selected proponent shall provide the Board with proof of insurance within a maximum of (10) 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 selected proponent shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the Board.

### **Escalation Process and Key Contacts**

The selected proponent shall submit to the Board at the time of entering into the agreement, a copy of their problem escalation chain and key contacts that the Board shall use in the event of vendor performance concerns.

## **F. PRICE EVALUATION METHOD**

The lowest-price bidder will be determined based on the Total Base Bid Price provided in the bidding system (Bonfire).

- a. Proponents 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 proponent 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**

**\$ 85,000.00 for Testing & Inspections, Unforeseen Abatement**

### **Contingencies**

**\$100,000.00**

## Required Pricing Information

The Board will require the following forms to be submitted completed:

- a. Appendix B1 – Pricing Bonfire Browser Submission (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 Proposal Price is to be **submitted and completed within the bidding system browser**. Please refer to **section G. 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.

The bidder proposes to use the following subcontractors for the sub-trade portion of the project 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.

Where the Board has prequalified or preapproved subcontractors for a trade, only those prequalified or preapproved subcontractors may be utilized on the project. The name and phone number of each prequalified or preapproved subcontractors for a trade will be provided, if applicable. **Failure to use a prequalified or preapproved subcontractor may result in disqualification of the Bid.**

### Prequalified Bidders – Division 11

1. Apex Sound & Light  
1845 Clements Rd Suite #100,  
Pickering, ON L1W 3R8  
1-866-511-2739  
[info@apexsound.com](mailto:info@apexsound.com)
2. Solotech Inc.  
324 Horner Ave Unit A,  
Etobicoke, ON M8W 1Z3  
416-259-3500  
<https://www.solotech.com/contact-us/>
3. Christie Lites Sales  
1545 Britannia Rd E Unit 11-12  
Mississauga, ON L4W 3C6  
416-644-1010  
[info@christielitessales.com](mailto:info@christielitessales.com)

**Please provide the name of one subcontractor for each of the major sub-trades noted below, that you plan on using for this project below:**

<b>DESCRIPTION OF GOODS/SERVICES TO BE PROVIDED BY SUBCONTRACTOR</b>	<b>NAME OF SUBCONTRACTOR</b>
Section 02 41 19 – Selective Demolition	
Section 02 82 00 – Abatement Remediation	
Division 3 & 4 - Concrete/Masonry	
Division 5 - Structural Steel	
Section 05 50 00 – Misc. Metals	
Section 08 70 0 – Finishing Hardware	
Division 9 - Drywall/Framing	
Division 9 - Finishes	
Section 09 90 00 - Painting	
Section 12 61 00 - Fixed Audience Seating	
Division 11 - Audio Visual	
Division 26 - Electrical	



## 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 Bid 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 Bid 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 Bid 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 Bid documents.

All prices submitted take into consideration and allow for changes and adjustments in other Work included in the Bid 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
<b>SEPARATE PRICE #1</b> Supply and Install Theatre Arts Laser Project at Balcony as indicated on Drawing AV-1100. Model: DWU880-GS by Christie	

## 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 Bid 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 Bid 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 Bid 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 Bid documents.

All prices submitted take into consideration and allow for changes and adjustments in other Work included in the Bid 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:	
<b>ALTERNATIVE PRICE #1</b> Replace all Balcony Seating with new per Section 12 61 00 – Fixed Audience Seating.		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 Bid non-compliant and be rejected by the Board, in its sole discretion, accept or reject any of the Unit Prices Proposed.

The Proponent offers for the Board's consideration, the following Unit Price(s) for work which if accepted by the Board will result in an adjustment to the Bid Price submitted on **Appendix B1 – Pricing**. The Board 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 Bid 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 Bid 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> \$ /

## APPENDIX C – SUBMISSION FORM

Proponents 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. Proponent Information

Please fill out the following form, naming one (1) person to be the proponent’s contact for the RFP process and for any clarifications or communication that might be necessary.	
Full Legal Name of Proponent:	
Any Other Relevant Name under which Proponent Carries on Business:	
Complete Address (Street, city, province, postal code):	
Phone Number:	
Company Website (if any):	
Proponent’s contact for submission questions (Name, title, phone & email):	
Proponent’s contact with the authority to bind the proponent (Name, title, phone & email):	
Proponent’s contact for administration / finance questions (Name, title, phone & email):	
Proponent’s contact for operational / Project Manager (Name, title, phone & email):	

### 2. Acknowledgment of Non-Binding Procurement Process

The proponent acknowledges that the RFP process will be governed by the terms and conditions of the RFP, 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 CEA FRANCOachat and the proponent unless and until CEA FRANCOachat and the proponent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required. The proponent represents and warrants its ability to provide the Deliverables in accordance with the requirements of the RFP for the rates set out in its proposal.

### 4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP. The proponent confirms that the pricing information provided is accurate. The proponent

acknowledges that any inaccurate, misleading, or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its proposal or its eligibility for future work.

## **5. Addenda**

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

## **6. Substitutions**

Proponents 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.

Proponents 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.

Proponents 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. Communication with Competitors**

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

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

- (a) it has prepared its proposal 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 proposal; or
  - (v) the submission of a proposal which does not meet the mandatory technical requirements or specifications of the RFP; and
- (b) it has not disclosed details of its proposal to any competitor and it will not disclose details of its proposal to any competitor prior to the notification of the outcome of the procurement process.

**Disclosure of Communications with Competitors**

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

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**8. No Prohibited Conduct**

The proponent declares that it has not engaged in any conduct prohibited by this RFP.

**9. Conflict of Interest**

The proponent must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the RFP. 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 proposal; **AND** (b) were employees of CEA FRANCOachat within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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### 10. Disclosure of Information

The proponent hereby agrees that any information provided in this proposal, 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 proponent hereby consents to the disclosure, on a confidential basis, of this proposal by CEA FRANCOachat to the advisers retained by CEA FRANCOachat to advise or assist with the RFP process, including with respect to the evaluation of this proposal.

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Signature of Proponent Representative

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Name of Proponent Representative

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Title of Proponent Representative

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Date

I have the authority to bind the proponent.

## **APPENDIX D – REPORTS**

Please refer to the PDF file in the Bonfire project portal. Abatement report is Part of the specs



## **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.