



## **REQUEST FOR PROPOSALS**

### **Casa Loma Campus – Buildings C & E Roof Replacement**

**REQUEST FOR PROPOSALS # RFP-FM-2024-038**

**TABLE OF CONTENTS**

Section 1 DEFINITIONS AND INTERPRETATION ..... 3

    1.1 Definitions ..... 3

    1.2 Rules of Interpretation ..... 4

Section 2 INTRODUCTION ..... 6

    2.1 About George Brown College ..... 6

    2.2 Request For Proposals ..... 6

    2.3 The RFP Documents ..... 6

    2.4 Conflict of Documents ..... 7

    2.5 Proponent Review of Documents and Information ..... 7

    2.6 Obtaining the RFP Documents ..... 7

Section 3 THE RFP PROCESS ..... 8

    3.1 Timetable ..... 8

    3.2 Addenda/Changes to RFP Documents ..... 8

    3.3 RFP Facilitator and Questions ..... 8

    3.4 Communications Restrictions ..... 8

    3.5 Meetings, Site Visits, and Interviews with Proponents ..... 9

    3.6 Confidentiality ..... 9

    3.7 Intellectual Property Matters ..... 10

    3.8 FIPPA and Personal Information ..... 10

    3.9 Proponent Costs ..... 10

    3.10 Conflict of Interest ..... 10

    3.11 Proposed Subcontractors ..... 11

    3.12 Insurance ..... 11

    3.13 WSIB ..... 11

    3.14 Risk of Loss ..... 12

    3.15 Permits, Licenses, Consents, Authorizations ..... 12

    3.16 Applicable Law ..... 12

Section 4 FORMAT OF SUBMISSION AND SUBMISSION REQUIREMENTS ..... 13

    4.1 Proposal Content and Format ..... 13

    4.2 Submission Requirements ..... 13

Section 5 SUBMISSION, WITHDRAWAL AND MODIFICATION OF PROPOSAL ..... 14

    5.1 Submission of Proposal ..... 14

    5.2 Amendment of Proposal ..... 14

    5.3 Withdrawal of Proposal ..... 14

Section 6 EVALUATION OF PROPOSALS ..... 15

6.1	Evaluating Proposals .....	15
6.2	Stages of Evaluation .....	15
6.3	Right to Disqualify .....	16
Section 7	NEGOTIATION AND IDENTIFICATION OF SUCCESSFUL PROPONENT .....	17
7.1	Negotiations Proponent and Successful Proponent .....	17
7.2	Award of Final Agreement .....	17
7.3	Debrief .....	18
7.4	Dispute Resolution .....	18
Section 8	GENERAL LEGAL MATTERS AND RIGHTS OF GBC.....	19
8.1	General Rights of The College .....	19
8.2	Bypass Rights .....	19
8.3	Litigation .....	20
8.4	No Guarantee of Deliverables.....	20
8.5	Non-Binding RFP Process .....	20
8.6	Limitation on Liability.....	20
SCHEDULE A	RFP DATA SHEET .....	21
SCHEDULE B	SUBMISSION REQUIREMENTS .....	25
Section 1	MANDATORY REQUIREMENTS .....	25
Section 2	TECHNICAL SUBMISSION REQUIREMENTS .....	25
Section 3	FINANCIAL SUBMISSION REQUIREMENTS .....	25
SCHEDULE C	DELIVERABLES.....	26
SCHEDULE D	DRAFT AGREEMENT.....	27

## SECTION 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

Capitalized words and phrases used in this RFP have the meanings attributed to them in the RFP. For ease of reference, the following is a list of defined terms set out in this RFP:

- (1) **“Addendum”** - has the meaning set out in Section 3.2(1).
- (2) **“Confidential Information”** has the meaning set out in Section 3.6.
- (3) **“Conflict of Interest”** - has the meaning set out in Section 3.10.
- (4) **“Contract A”** - has the meaning set out in Section 8.5(1).
- (5) **“Deliverables”** – means the deliverables required to be provided by the Successful Proponent as more particularly described in SCHEDULE C.
- (6) **“Dispute”** - has the meaning set out in Section 7.4(1).
- (7) **“Draft Agreement”** - has the meaning set out in Section 2.2(2) and is included in SCHEDULE D.
- (8) **“EBS System”** - has the meaning set out in Section 5.1(1).
- (9) **“Evaluation Committee”** - has the meaning set out in Section 6.1(1)
- (10) **“Final Agreement”** - has the meaning set out in Section 7.2(1).
- (11) **“Final Proposal Score”** - has the meaning set out in Section 0.
- (12) **“Financial Submission”** has the meaning set out in Section 4.2(3).
- (13) **“Financial Submission Requirements”** means the financial submission requirements set out in Schedule B – Submission Requirements.
- (14) **“FIPPA”** - has the meaning set out in Section 3.8(1).
- (15) **“GBC”** or the **“College”** – has the meaning set out in Section 2.1(1)
- (16) **“Interview”** - has the meaning set out in Section 6.1(6).
- (17) **“Mandatory Requirements”** - has the meaning set out in Section 4.2(1).
- (18) **“Bonfire”** - has the meaning set out in Section 2.6(1).
- (19) **“Negotiations Proponent”** - has the meaning set out in Section 7.1(1).
- (20) **“Personal information”** - has the meaning set out in Section 3.8(5).
- (21) **“Presentation”** - has the meaning set out in Section 6.1(5)
- (22) **“Price Form”** means the price form set out in Submission form C.
- (23) **“Project”** - has the meaning set out in Section 2.2(1).

- (24) **“Proponent”** - has the meaning set out in Section 2.2(3).
- (25) **“Proponent’s Meeting”** - has the meaning set out in Section 3.5(1).
- (26) **“Proposal”** - has the meaning set out in Section 2.2(3).
- (27) **“Proposed Subcontractor”** means, if applicable to a Proponent’s Proposal, any subcontractor that the Proponent intends to use to deliver any portion of the Deliverables.
- (28) **“Rectification Deadline”** has the meaning set out in Section 6.1(4).
- (29) **“Rectification Notice”** has the meaning set out in Section 6.1(4).
- (30) **“Request for Clarification”** - has the meaning set out in Section 6.1(3).
- (31) **“RFP”** – has the meaning set out in Section 2.2(1).
- (32) **“RFP Data Sheet”** means the chart set out in Schedule A – RFP Data Sheet.
- (33) **“RFP Documents”** - has the meaning set out in Section 2.3(1).
- (34) **“RFP Facilitator”** - has the meaning set out in Section 3.3(1).
- (35) **“RFP Notice”** - has the meaning set out in Section 3.3(5).
- (36) **“RFP Process”** - has the meaning set out in Section 2.2(4).
- (37) **“Site Visit”** - has the meaning set out in Section 3.5(2).
- (38) **“Submission Deadline”** – has the meaning set out in Section 3.1(1).
- (39) **“Successful Proponent”** - has the meaning set out in Section 2.2(3).
- (40) **“Technical Submission”** – has the meaning set out in Section 4.2(2).
- (41) **“Technical Submission Requirements”** means the technical submission requirements set out in Schedule B – Submission Requirements.
- (42) **“Timetable”** - has the meaning set out in Section 3.1(1)

## **1.2 Rules of Interpretation**

- (1) This RFP is interpreted according to the following provisions, unless the context requires a different meaning:
  - (a) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neutral genders include all other genders.
  - (b) Words in the RFP shall bear their natural meaning.
  - (c) References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”.

- (d) In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words

## SECTION 2 INTRODUCTION

### 2.1 About George Brown College

- (1) Since its inception in 1967, George Brown College (the “College” or “GBC”) has grown to become one of Canada’s most in-demand colleges, serving 27,128 full-time students, with 29% being international, 3,123 part-time and 58,119 continuing education learners, and over 239,000 alumni. Its presence in downtown Toronto has served as a catalyst in the renewal of neighbourhoods such as King St. East, the Distillery District, Casa Loma, and has brought a new vibrancy to the Waterfront with its Health Sciences campus.
- (2) In 2019, the College launched a new strategic plan, Imagining Possibilities: Vision 2030/Strategy 2022, which harnessed the bold thinking of our community to define the future of education at George Brown. The GBC of 2030 is bold and transformed. It will be: i) highly personalized, ii) physical, digital, and experiential; iii) focused on lifelong learning; iv) connected to industry and community partners; v) locally strong, globally connected; and vi) differentiated and resilient.

### 2.2 Request For Proposals

- (1) The Request for Proposals (“RFP”) is issued by the College in respect of the project briefly described in the RFP Data Sheet (the “Project”) and for the Deliverables more particularly described in Schedule C – Deliverables.
- (2) The purpose of this RFP is to select a vendor or vendors with whom the College intends to enter into negotiations, if applicable, and ultimately enter into an agreement, substantially in the form set out in Schedule D (the “Draft Agreement”) to provide the Deliverables for a term set out in the RFP Data Sheet.
- (3) In this RFP, the entities that submit documents in response to this RFP are referred to as “Proponents” and their submissions are referred to as “Proposals”. The Proponent(s) who is selected by the College to enter into a Final Agreement with the College (on terms acceptable to the College) is referred to as the successful Proponent (the “Successful Proponent”). The anticipated term of the Final Agreement is set out in the RFP Data Sheet.
- (4) The procurement process commences with the issuance of this RFP and terminates either,
  - (a) On the cancellation or discontinuation of this RFP Process by the College, if such cancellation or discontinuation occurs; or
  - (b) On the execution of a Final Agreement by the Successful Proponent and the College,whichever is first. The procurement process from the issuance of this RFP until the end of the procurement process as described in this Section 2.2(4) is referred to as the “RFP Process”.

### 2.3 The RFP Documents

- (1) The RFP documents (the “RFP Documents”) are:
  - (a) This RFP
  - (b) Schedule A – RFP Data Sheet
  - (c) Schedule B – Submission Requirements
  - (d) Schedule C – Deliverables
  - (e) Schedule D – Draft Agreement

- (f) Addenda to the RFP Documents, if any
  - (g) Any additional Schedules, Submission Forms and/or Appendices set out in the RFP Data Sheet.
- (2) The RFP Documents must be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFP and are incorporated by reference.

**2.4 Conflict of Documents**

- (1) For the purposes of this RFP Process, if there are any conflicts or inconsistencies among the terms and conditions comprising the RFP Documents, the following applies:
- (a) In respect of matters of interpretation related to the RFP Process and all procurement matters, this main body of the RFP prevails over the Schedules to this RFP; and
  - (b) In respect of matters of interpretation of the nature of the Deliverables, Schedule C – Deliverables, prevails over this RFP and the other Schedules to this RFP.

**2.5 Proponent Review of Documents and Information**

- (1) Each Proponent is solely responsible, at its own costs and expense, to carry out its own independent research, due diligence, or to perform any other investigations, including seeking independent advice, considered necessary by the Proponent to satisfy itself as to all existing conditions affecting the Deliverables or the Draft Agreement.
- (2) The College does not represent or warrant the accuracy or completeness of any information set out in the RFP Documents or the Response to Questions Document or made available to Proponents. The Proponent shall make such independent assessments as it considers necessary to verify and confirm the accuracy and completeness of all such information and any use of or reliance by Proponent on any and all such information is at the Proponent’s sole risk and without recourse to the College.

**2.6 Obtaining the RFP Documents**

- (1) Proponents **must** obtain the RFP Documents directly from the Bonfire tendering services (telephone number: 1-800-354-8010; web site: [gobonfire](http://gobonfire.com), e-mail: [support@gobonfire.com](mailto:support@gobonfire.com)). Only RFP Documents that are received by Proponents through Bonfire will be considered as part of the RFP Process.



## SECTION 3 THE RFP PROCESS

### 3.1 Timetable

- (1) The deadline for submission of Proposals (the “**Submission Deadline**”) and the general timetable for the RFP Process (including any dates or times for events related to the RFP Process) (the “**Timetable**”) is set out in the RFP Data Sheet.
- (2) The College may amend the Timetable, including the Submission Deadline, in its sole discretion by issuing an Addendum.

### 3.2 Addenda/Changes to RFP Documents

- (1) The College may, in its sole discretion, amend or supplement the RFP Documents prior to the Submission Deadline. The College will issue changes to the RFP Documents by addenda issued through [Bonfire](#) (each an “**Addendum**”). No other statement, whether oral or written, made by the College or its employees or representatives, including for clarity the RFP Facilitator, amends the RFP Documents.
- (2) The Proponent is solely responsible to ensure that it has received all Addenda issued by the College and, by submitting a Proposal the Proponent is deemed to have read and accepted the terms of all Addenda.

### 3.3 RFP Facilitator and Questions

- (1) The individual from the College who is responsible for handling all communications on behalf of the College relating to this RFP (the “**RFP Facilitator**”) is set out in the RFP Data Sheet. The RFP Facilitator is the only person authorized by the College to provide information about this RFP and Proponents may not rely upon any information or instructions from any other person acting on behalf of, or purporting to act on behalf of, the College.
- (2) It is the responsibility of Proponents to seek information from the RFP Facilitator on any matter it considers to be unclear in the RFP Documents in accordance with this Section 3.3. The College is not responsible for any misunderstanding on the part of Proponents concerning the RFP or the RFP Process.
- (3) All communications, including requests for information or questions relating to this RFP, must be made in writing, addressed to the RFP Facilitator at the contact information set out in the RFP Data Sheet. On each inquiry submitted to the RFP Facilitator, the Proponent shall reference i) the RFP number contained on the covering page of this RFP; ii) the Project name; and iii) any other applicable identifying information. Prospective Proponents are encouraged to submit all inquiries as soon as possible and no later than the deadline for questions set out in the Timetable.
- (4) The College will provide prospective Proponents with responses to questions that are submitted no later than the date for responding to Proponent questions as set out in the Timetable. Responses to questions are not RFP Documents and do not amend the RFP Documents. The College reserves the right to edit questions that it receives or to consolidate questions that are repetitive and post a single question and response.
- (5) The College may issue notices for information of Proponents on matters relating to the RFP Process (“**RFP Notices**”). RFP Notices are not RFP Documents and do not amend the RFP Documents.

### 3.4 Communications Restrictions

- (1) A Proponent shall not, and shall ensure that its employees, representatives, advisors and Proposed Subcontractors do not, issue or disseminate any media release, public announcement or public disclosure that relates to the RFP Process, the RFP Documents or the Deliverables, without the prior written consent of an authorized representative of the College.

- (2) A Proponent shall not discuss or communicate, directly or indirectly, with any other Proponent or prospective Proponent, any information whatsoever regarding the preparation of its own Proposal or the Proposal of another Proponent. Each Proponent shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with another Proponent.
- (3) A Proponent shall not, and shall ensure that its representatives, employees, advisors and any proposed Subcontractors do not, contact or attempt to contact at any time during the RFP Process any of the following:
  - (a) any member of the Evaluation Team;
  - (b) any employee or representative of the College, except the RFP Facilitator; or
  - (c) any advisor to the College or the Evaluation Team.
- (4) For clarity, nothing in this Section 3.4 prohibits a prospective Proponent from discussing the Deliverables with potential subcontractors, but disclosure is permitted only to the extent required to solicit participation by the subcontractor in the delivery of the Deliverables.

### **3.5 Meetings, Site Visits, and Interviews with Proponents**

- (1) The College may, at its sole discretion, convene a meeting of all potential Proponents in advance of the Submission Deadline (a “**Proponent’s Meeting**”). If a Proponents Meeting will be held, this information will be set out in the RFP Data Sheet and the time and date of the meeting will be out in the Timetable.
- (2) The College may, at its sole discretion, arrange site visits for Proponents during the RFP Process (a “**Site Visit**”). If a Site Visit will be held, this information will be set out in the RFP Data Sheet and the time and date of the Site Visit will be out in the Timetable.
- (3) While on GBC’s property (whether owned or leased), Proponent personnel shall observe all policies, procedures and regulations of GBC including, but not limited to the *Procurement Supply Chain Code of Ethics*, the *Human Rights Discrimination and Harassment Policy*, the *Sexual Assault and Sexual Violence Policy* and the *Vaccination Policy*. The College’s policies are available at: <https://www.georgebrown.ca/about/policies>.
- (4) Any statement, consent, waiver, acceptance, approval or anything else said or done in any Proponents Meeting or Site Visit by the College or its employees or representatives is non-binding, does not amend the RFP Documents and should not be relied upon by Proponents.

### **3.6 Confidentiality**

- (1) All information, of any kind whatsoever and in any format, supplied by the College to the Proponent during this RFP Process (including the RFP Documents) and any information derived from such information (collectively, “**Confidential Information**”):
  - (a) is the property of The College and must be treated as confidential;
  - (b) is not to be used for any purpose whatsoever other than responding to this RFP and the fulfillment of the Successful Proponent’s obligations under any subsequent Final Agreement; and
  - (c) if requested by the College, is to be returned by the Proponent to the College no later than ten days after a written request by the College.
- (2) The College may provide Proposals to any person involved in the review and evaluation of the Proposals on behalf of the College and may make copies of and retain the Proposal.

### 3.7 Intellectual Property Matters

- (1) Proponent shall not use in any way GBC's name or any trade names, trademarks or other proprietary designations of GBC.
- (2) All Proposals submitted before the Submission Deadline become the property of the College and will not be returned to the Proponent.

### 3.8 FIPPA and Personal Information

- (1) Proponent acknowledges that information provided to the College, including the Proposal, is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) ("**FIPPA**"). Proponents are advised that FIPPA does provide protection for confidential and proprietary business information. Proponents are encouraged to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information should be marked in their Proposals.
- (2) Any personal information that the College collects in connection with this RFP:
  - (a) is collected under the authority of Subsection 38(2) of FIPPA and is necessary to the proper administration of a lawfully authorized activity, specifically the procurement by the college of products and services required for its operations; and
  - (b) shall be used to assess the qualifications of Proponents with respect to providing or performing the Deliverables.
- (3) Questions about the collection of personal information by the college in connection with this RFP shall be directed to the RFP Facilitator.
- (4) Proponents are advised that any Final Agreement with the College will require the Successful Proponent to use industry standard safeguards to protect any personal information collected or obtained by the Successful Proponent through the performance of its obligations under the Final Agreement.
- (5) For the purpose of this RFP, "**personal information**" has the meaning given to that term in FIPPA.

### 3.9 Proponent Costs

- (1) The Proponent shall bear all costs and expenses of any kind incurred by it relating to any aspect of its participation in this RFP Process.

### 3.10 Conflict of Interest

- (1) Each Proponent shall disclose any potential, perceived or actual Conflict of Interest of the Proponent to the RFP Facilitator and in its Proposal Submission Form. "**Conflict of Interest**" means, in relation to this RFP Process, a circumstance where a Proponent has other information, commitments, relationships or financial interests that could or could be seen to give rise to an unfair advantage to the Proponent in the RFP Process, including but not limited to:
  - (a) having or having access to confidential information of the College in the preparation of its Proposal that is not available to other Proponents;
  - (b) having information, commitments, relationships or financial interests or engaging in behavior that could or could be seen to exercise improper influence over objective, unbiased decision-making by the College; or

- (c) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP Process.
- (2) The College may, in its sole discretion,
- (a) waive any Conflict of Interest;
  - (b) impose conditions on a Proponent that require the management, mitigation and/or minimization of any Conflict of Interest; or
  - (c) if a Proponent is determined to have a Conflict of Interest that cannot be managed, mitigated or minimized, disqualify a Proposal submitted by such Proponent.
- (3) Upon discovery of a Conflict of Interest at any point during the RFP Process, a Proponent shall promptly disclose the Conflict of Interest in a written statement to the RFP Facilitator. If the College discovers a Proponent's failure to disclose a Conflict of Interest, the College may disqualify the Proponent or terminate any Final Agreement awarded to that Proponent pursuant to this RFP Process. All Conflicts of Interests known to the Proponent at the time of submission of the Proponent's Proposal must be disclosed on the Proponent's Proposals Submission Form.
- (4) If the Proponent intends to perform any portion of the Deliverables through a Proposed Subcontractor, the Proponent must disclose the name of the Proposed Subcontractor in the Proposal Submission Form and the Proponent must disclose all Conflicts of Interest of the Proposed Subcontractor. The provisions of this RFP Section 3.10 apply to all Proposed Subcontractors of the Proponent and the College reserves the right to disqualify the Proponent and terminate any Final Agreement upon the discovery of a Conflict of Interest with a subcontractor of the Proponent.

### **3.11 Proposed Subcontractors**

- (1) If the Proponent is permitted to perform any portion of the Deliverables using a subcontractor, this is set out in the RFP Data Sheet.
- (2) Notwithstanding the Proponents use of Proposed Subcontractors to provide the Deliverables, the Successful Proponent will be the prime contractor for the Deliverables and the College will not enter into any legal agreement with the Successful Proponent's subcontractors. In any Final Agreement, the Successful Proponent will be required to accept all liability for any subcontractors it uses to provide the Deliverables.
- (3) If a Proponent intends for certain activities associated with the supply of the Deliverables to be provided by named personnel, the College reserves the right to require that such individuals (and any replacement individuals) are subject to review and approval by the College in the terms of any Final Agreement.

### **3.12 Insurance**

- (1) The Successful Proponent will be required to maintain insurance coverage for the duration of the Final Agreement in the amounts set out in the RFP Data Sheet. The Successful Proponent must provide proof of coverage prior to execution of a Final Agreement as set out in Section 7.2(3)(a).

### **3.13 WSIB**

- (1) If the Successful Proponent and any Proposed Subcontractors are required to have Workplace Safety and Insurance Board of Ontario coverage or employers' liability insurance coverage, these requirements are set out in the RFP Data Sheet and the Successful Proponent must provide proof of coverage prior to execution of a Final Agreement as set out in Section 7.2(3)(b).

### **3.14 Risk of Loss**

- (1) Where any Deliverables are subject to delivery, the Successful Proponent in any Final Agreement will bear all cost and risk of loss and damage to the Deliverables, from any cause, associated with transportation of the Deliverables, up to and including the offloading of the goods to the location specified by the College.

### **3.15 Permits, Licenses, Consents, Authorizations**

- (1) If the Proponent requires any permits, licenses, consents or authorizations to engage in an activity contemplated in the Proponent's Proposal:
  - (a) it is the Proponent's responsibility to obtain and provide to the College at its request, such permits, licenses, consents or authorizations; and
  - (b) neither acceptance of a Proposal nor execution of a Final Agreement arising from this RFP will be considered to be approval by the College of any activity engaged in by the Proponent without the necessary permits, licences, consents or authorizations.
- (2) The College may, without liability, cost or penalty and in its sole discretion, decide not to award the Project or any part thereof to the Successful Proponent if the Successful Proponent fails to obtain any permit, license, consent or authorization required.

### **3.16 Applicable Law**

- (1) This RFP and the Final Agreement are governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable therein. The College and Proponent attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.
- (2) In providing the Deliverables, the Successful Proponent will be required to comply with all applicable law and regulations which, for clarity, includes but is not limited to the *Accessibility for Ontarians with Disabilities Act* (Ontario), the *Occupational Health and Safety Act* (Ontario), the *Workplace Safety and Insurance Act, 1997*, the *Human Rights Act* (Ontario), the *Employment Standards Act* (Ontario) and the *Labour Relations Act* (Ontario), and any applicable regulations, each as amended from time to time.

## SECTION 4      FORMAT OF SUBMISSION AND SUBMISSION REQUIREMENTS

### 4.1      Proposal Content and Format

- (1) The Proponent is strongly encouraged to prepare its Proposal (including the Proposal Submission Form) in accordance with the form and content requirements set out in the RFP Data Sheet and this RFP.

### 4.2      Submission Requirements

- (1) The Proponent shall include in its Proposal the submission requirements set out as “Mandatory Requirements” in Section 1 of Schedule B – Submission Requirements (the “**Mandatory Requirements**”).
- (2) The Proponent is encouraged to prepare and submit a technical submission to include the information in the Technical Submission Requirements as set out Schedule B – Submission Requirements (the “**Technical Submission**”). Proponents must not include any pricing information or pricing references in its Technical Submission. If a Proponent’s Technical Submission includes information about the Proponents pricing, the College may, in its sole discretion, disqualify the Proponent from further consideration in the RFP Process.
- (3) The Proponent should submit a financial submission to include a fully completed Price Form and any other information requested in the Financial Submission Requirements set out in Schedule B – Submission Requirements (the “**Financial Submission**”). Proponents are cautioned to review the provisions of the Draft Agreement with respect to pricing and compensation and take this into account when completing it Financial Submission.
- (4) Each Proponent should designate one individual as a contact for the purposes of communication during the RFP Process. This individual will be contacted by the College for any matters connected to this RFP Process, including, but not limited to, clarifications, missing documentation, or other related matters.

## SECTION 5 SUBMISSION, WITHDRAWAL AND MODIFICATION OF PROPOSAL

### 5.1 Submission of Proposal

- (1) Each Proponent must submit its Proposal before the Submission Deadline. All Proposals must be submitted using the Bonfire Electronic Bid Submission (“**EBS System**”). Prospective Proponents urged to contact [Bonfire](#), 1-800-354-8010 in advance of submitting a Proposal to ensure they are registered with Bonfire and are familiar with the EBS requirements and procedures.
- (2) Proposals must be accepted by the Bonfire EBS System no later than the Submission Deadline to be considered by the College. If a Proponent attempts to submit a Proposal later than the Submission Deadline, it will be rejected by Bonfire and will not be accepted or evaluated by the College.
- (3) The Proponent should prepare its Proposal assuming that the key terms and conditions set out in the Draft Agreement will be required in any Final Agreement. In any negotiation, the Proponent will be considered to have taken these key terms and conditions into account in its Proposal and its pricing.

### 5.2 Amendment of Proposal

- (1) Each Proponent may amend their Proposal after submission and prior to the Submission Deadline but only if the Proposal is amended and resubmitted before the Submission Deadline in accordance with the following:
  - (a) The Proponent will withdraw its original Proposal by notifying the RFP Facilitator in writing before the Submission Deadline; and
  - (b) The Proponent shall submit a revised replacement Proposal in accordance with the RFP Documents and no later than the Submission Deadline.

### 5.3 Withdrawal of Proposal

- (1) At any time throughout the RFP Process, a Proponent may withdraw its Proposal by notifying the RFP Facilitator in writing.

## SECTION 6 EVALUATION OF PROPOSALS

### 6.1 Evaluating Proposals

- (1) The College will evaluate the Proposals in accordance with the evaluation criteria set out in the RFP Data Sheet and the requirements set out in the RFP Documents. The College will establish an evaluation committee (the "**Evaluation Committee**") for the purposes of evaluating Proposals in accordance with the RFP Documents. The College, in its sole discretion, will determine the size, structure and composition of the Evaluation Committee.
- (2) Unless the RFP Documents explicitly state that a Proponent will or may be disqualified for a particular failure to comply with the requirements of the RFP Documents, a Proponent will not be disqualified for failing to comply with the requirements for format and content set out in the RFP Documents. However, Proponents are likely to be penalized in the scoring of their Proposals if they fail to comply with the requirements of the RFP Documents.
- (3) At any time during the evaluation of Proposals, the College may request that the Proponent:
  - (a) clarify or verify the contents of its Proposal or any statement made by the Proponent; or
  - (b) submit supplementary documentation to clarify or verify matters contained in its Proposal,(each a "**Request for Clarification**"). Proponents will respond to each Request for Clarification in the timeframe specified by the College in such request. Notwithstanding the foregoing of this Section 6, the College is not obliged to issue a Request for Clarification to any Proponent.
- (4) The College may, in its sole discretion, provide an opportunity to Proponents to rectify deficiencies identified by the College in a Proponent's Proposal, including deficiencies in Mandatory Requirements, after the Submission Deadline, but prior to evaluation by the College. If a deficiency is identified, the College may send a Rectification Notice (the "**Rectification Notice**") to the Proponent. Rectifications submitted by the Proponent must be received by the College no later than 3 business days from the date and time of issuance of the Rectification Notice by the College (the "**Rectification Deadline**"). Only Rectifications submitted in answer to a Rectification Notice from the College will be considered valid. The College may, in its sole discretion, disqualify any Proposals which do not meet the Mandatory Requirements by the Rectification Deadline.
- (5) The College may require Proponents to provide an in-person presentation as a component of the evaluation process (a "**Presentation**"). If a Presentation is required, information regarding the Presentation will be set out in the RFP Data Sheet.
- (6) The College may require Proponents to attend an interview as a component of the evaluation process (an "**Interview**"). If an Interview is required, information regarding the Interview, and whether attendance is mandatory will be set out in the RFP Data Sheet.

### 6.2 Stages of Evaluation

- (1) **Stage I - Mandatory Requirements.** The College will review all of the Proposals to determine whether the Proponents have included all Mandatory Requirements. Proposals that do not substantially comply with all of the Mandatory Requirements may, in the sole discretion of the College (and subject to the College's right to issue a Rectification Notice), be subject to disqualification and not considered further in the RFP Process.
- (2) **Stage II – Technical Evaluation.** The Evaluation Committee will conduct a technical evaluation and score all of the Proposals that passed Stage I of the evaluation against the evaluation criteria for the Technical Submission Requirements set out in the RFP Data Sheet. The College may require that Proponents receive a pre-established minimum passing score for the Technical Submission before being eligible to be considered further in the RFP Process. If The College intends to require a minimum passing score, the minimum passing score and any related requirements are set out in the RFP Data Sheet.



- (3) **Stage III – Financial Evaluation.** The Procurement Department at the College will conduct a quantitative evaluation of the Proponent’s Price Form and will score all of the Proposals that pass Stage II of the evaluation against the financial evaluation criteria set out in RFP Data Sheet.

The score established based on evaluation of Stage II and III is the “**Final Proposal Score**” for the Proponent. The Evaluation Committee will rank those proposals that have met all of the requirements of Stage I, Stage II and Stage III of the evaluation based on the Final Proposal Scores.

### **6.3 Right to Disqualify**

- (1) The College may, in its sole discretion, disqualify a Proponent or reverse its decision to identify a Proponent as a Negotiations Proponent or a Successful Proponent at any time prior to execution of a Final Agreement if:
- (a) The Proponent fails to cooperate in any attempt by the College to clarify or verify any information provided by the Proponent;
  - (b) The Proponent fails to comply with applicable law;
  - (c) The Proponent’s Proposal contains false or misleading information or a misrepresentation;
  - (d) In the opinion of the College, acting reasonably, Proponent or any of its representatives directly or indirectly colluded with one or more of the other Proponents in its preparation of its Proposal or otherwise contravened Section 3.10; or
  - (e) The Proponent has committed a material breach of any existing agreement between Proponent and the College.

## SECTION 7 NEGOTIATION AND IDENTIFICATION OF SUCCESSFUL PROPONENT

### 7.1 Negotiations Proponent and Successful Proponent

- (1) At the end of the evaluation process and based on the ranking of the Proponents based on the Final Proposal Scores, the College may identify the highest ranked Proponent with whom it wishes to enter negotiations (the “**Negotiations Proponent**”), by written notification. Negotiations are intended to lead to the identification of a Negotiations Proponent(s) as a Successful Proponent and if negotiations are successful the College will identify a Successful Proponent by providing written notice. If negotiations with a Negotiations Proponent are unsuccessful, in the sole opinion of the College, the College may enter into negotiations with the next highest ranked Proponent or the College may elect to discontinue negotiations.
- (2) The College may, in its sole discretion, impose time limits on negotiations with any Negotiations Proponent.
- (3) The College may, in its sole discretion, elect to discontinue negotiations with any Negotiations Proponent.
- (4) At the time a Successful Proponent is notified pursuant to Section 7.1(1), the Successful Proponent and the College shall enter into discussions to finalize the Draft Agreement. Unless the College initiates negotiations in accordance with Section 7.1, the Successful Proponent shall sign the Draft Agreement in substantially the same form and substance as set out in Schedule D – Draft Agreement.
- (5) Notwithstanding anything to the contrary in this RFP, if the College, in its sole discretion, acting reasonably, is of the opinion that a Proponent submitted a price that is too low to be sustainable and to ensure the performance of the Deliverables, the College may decline to award the Final Agreement to that Proponent.

### 7.2 Award of Final Agreement

- (1) The “**Final Agreement**” means the Draft Agreement and, if negotiations are initiated by the College, any amendments to the Draft Agreement negotiated and agreed to by the College and the Successful Proponent in accordance with Section 7.1.
- (2) The Successful Proponent acknowledges and agrees that the College’s decision to enter into any Final Agreement is conditional on and subject to the College obtaining any necessary authorizations and approvals required in connection with the Deliverables (including approval from the College’s Boards), budgetary and/or external funding agency approval, if applicable.
- (3) The award of a Final Agreement to a Successful Proponent is conditional on the Successful Proponent providing the following information to the College, in accordance the timeframes specified by the College:
  - (a) a certificate of insurance evidencing that the Successful Proponent has the required insurance amounts as set out the Final Agreement; and
  - (b) a clearance certificate from the Ontario Workplace Safety Insurance Board, or if the Successful Proponent is not subject to the Workplace Safety and Insurance Act (Ontario), evidence of employers’ liability coverage in the amounts set out in the Final Agreement (if applicable).
- (4) The College will post notification of award of the Final Agreement to the Successful Proponent(s) via the method set out in the RFP Data Sheet. For clarity, notification of award will not occur until both the Successful Proponent and the College have executed the Final Agreement.
- (5) Subject to RFP Section 7.2(6), the Successful Proponent shall not commence performance of the Deliverables until both parties have signed the Final Agreement.

- (6) After identification of the Successful Proponent (or Negotiations Proponent, if applicable) but prior to execution of the Final Agreement, the College may, in its sole discretion, engage the Successful Proponent/Negotiations Proponent to perform portions of the Deliverables.

### **7.3 Debrief**

- (1) Unsuccessful Proponents may request a debrief from the College by submitting a request in writing to the RFP Facilitator no later than 60 days after the College's posting of the notification of award. The College will not release any information regarding the RFP Process to any unsuccessful Proponent prior to the scheduled debrief.

### **7.4 Dispute Resolution**

- (1) Where a Proponent has a concern, complaint or dispute relating to the RFP Process (a "**Dispute**"), the Proponent must notify the RFP Facilitator of the Dispute, including all details relating to the Dispute, in writing. All disputes arising out of or in connection with this RFP Process will be resolved in accordance with dispute resolution mechanism set out in the College's procurement policies.

## SECTION 8      GENERAL LEGAL MATTERS AND RIGHTS OF GBC

### 8.1      General Rights of The College

- (1)      The College may, in its sole discretion,
  - (a)      reject any or all of the Proposals;
  - (b)      accept any Proposal;
  - (c)      if only one Proposal is received, elect to accept it or reject it;
  - (d)      elect to cancel the RFP Process at any time before the end of the RFP Process (including after the identification of a Successful Proponent) but, for clarity, before execution of the Final Agreement;
  - (e)      after a cancellation of the RFP Process by the College, if any, subsequently advertise or call for new submission for the same or different subject matter of these RFP Documents with the same or different participants; and
  - (f)      alter the Timetable, the RFP Process or any other aspect of the RFP Documents.
- (2)      The College is not liable for any expense, cost, loss or damage incurred or suffered by any Proponent or any of its representatives or any person connected with any of them, as a result of any action taken by the College in accordance with Section 8.1(1).

### 8.2      Bypass Rights

GBC reserves the right to bypass the highest-ranked Proponent if:

- (1)      Under a current or previous GBC contract the Proponent:
  - (a)      has failed to prosecute the work/services in accordance with the required standard of care;
  - (b)      has caused delays to the schedule; and/or
  - (c)      has failed to deliver the scope of work/services on budget; and
- (2)      There is documented proof of performance issues on GBC project(s) evincing that the Proponent has failed or is failing to prosecute the work/services in accordance with the contract documents, schedule, budget, and/or standard of care required for successful, deficiency-free, timely, on-budget delivery;
- (3)      Based on the documented performance issues it is likely that the Proponent will be unable to deliver the work/services of the current RFP on schedule, deficiency-free, and/or for the promised price;
- (4)      The Proponent is insolvent, in receivership, bankrupt or being wound up, their affairs are being administered by a court or judicial officer, their business activities have been suspended, and they are subject of legal proceedings that may affect their ability to perform the required services of the contract.
- (5)      The Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of **five (5)** years preceding the commencement of the procurement proceedings, or have been otherwise disqualified pursuant to administrative suspension or debarment proceedings; and

- (6) The Proponent, or any of its shareholders, directors, officers, subsidiaries or affiliates, is a party to any current litigation, or anticipated litigation, with GBC or its subsidiaries.

### **8.3 Litigation**

- (1) No submission will be accepted from any Bidder who has a claim or who has initiated a legal proceeding against GBC or against whom GBC has a claim or has initiated a legal proceeding. No person, corporation, partnership or entity which is in litigation with GBC (a "Litigating Entity") may submit a Proposal. "Litigating Entity" includes any person, corporation, partnership or other entity which has one or more individuals as an officer, director, partner, shareholder, owner or part owner in common with the Litigating Entity. This applies whether the legal proceeding is related or unrelated to the subject matter of this RFP.

### **8.4 No Guarantee of Deliverables**

- (1) Nothing in this RFP is intended to create a binding obligation on the College to purchase the Deliverables, any volume of Deliverables or to enter into any Final Agreement with a Proponent or prospective Proponent. If the College purchases Deliverables from the Successful Proponent, the terms of the Final Agreement (as agreed by the parties) will apply.

### **8.5 Non-Binding RFP Process**

- (1) This document is a request for proposals in respect of the Deliverables and is not a tender. Neither the RFP Documents nor submission of any Proposals in response to the RFP Documents, in any way whatsoever, creates a binding agreement between the College and any Proponent. For clarity, these RFP Documents are not intended to be an offer to enter into a bidding contract with Proponents (often referred to as "**Contract A**") and no agreement of any kind exists between the Successful Proponent and the College until a Final Agreement, if any, has been formally executed by the Successful Proponent and the College.

### **8.6 Limitation on Liability**

- (1) Notwithstanding that in accordance with Section 8.5 this RFP is not a tender and is not intended to create "Contract A". The Proponent and all other entities participating in this RFP Process agree that if the College is found to be liable, in any way whatsoever, for any act or omission in respect of this RFP Process, the total liability of the College to any Proponent or any other entity participating in this RFP Process, and the aggregate amount of damages recoverable against the College for any matter relating to or arising from any act or omission by the College, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the College, shall be no greater than the Proponent's costs of preparing its Proposal or \$5,000, whichever is less.

**SCHEDULE A RFP DATA SHEET**

<p>RFP Section 2.2(1) – Brief Description of the Project</p>	<p><b>Description</b></p> <p>GBC is seeking a Proponent to repair damaged roof areas on buildings C and E at the Casa Loma Campus. Over the years, the College has addressed several roof leaks through repairs; however, leaks persist in multiple locations. In collaboration with a consultant, the College has developed a plan to address these ongoing issues.</p> <p>The project scope encompasses four areas of construction:</p> <ul style="list-style-type: none"> <li>• <b>Repair Areas 1, 2, and 4:</b> Require roof membrane replacement.</li> <li>• <b>Repair Area 3:</b> Involves repairs to three vent stacks to prevent water penetration into the building.</li> </ul> <p>GBC will award the RFP to the <b>highest ranked Proponent.</b></p> <p><b>The fulsome description is set out in Schedule C and Appendix A and B.</b></p>												
<p>RFP Section 2.2(3) - Term of Final Agreement</p>	<p>The term of the Final Agreement is estimated to start April 1, 2025, and to be completed by August 16, 2025.</p>												
<p>RFP Section 2.3(1)(g) – Additional Schedule or Appendices applicable to RFP Process</p>	<p><b>Appendix A – Specifications</b>  <b>Appendix B – Drawings</b></p> <p><b>See Section 2.3 for complete list.</b></p>												
<p>RFP Section 3.1(1) – Timetable</p>	<table border="1" data-bbox="357 1081 1372 1417"> <thead> <tr> <th>RFP Event</th> <th>Date/Time</th> </tr> </thead> <tbody> <tr> <td>a) Date of Issue of RFP</td> <td><b>3 January 2025</b></td> </tr> <tr> <td>b) Deadline for Proponents to Submit Questions to the College (Question Deadline)</td> <td><b>17 January 2025 by 4:00:00pm EST</b></td> </tr> <tr> <td>c) Deadline for Responses to Questions issued by the College (Addenda Deadline)</td> <td><b>24 January 2025 by 4:00:00pm EST</b></td> </tr> <tr> <td><b>d) Date of Mandatory Site Visit</b></td> <td><b>9 January 2025 at 10:00:00am EST</b></td> </tr> <tr> <td><b>e) Submission Deadline</b></td> <td><b>3 February 2025 by 2:00:00pm EST</b></td> </tr> </tbody> </table> <p>*GBC advises Proponents to complete their Submission an hour before the deadline. There is zero tolerance for late submissions. It is in the Proponents’ best interest to ensure they contact Bonfire, (1-800-354-8010) if they encounter issues uploading their documents.</p>	RFP Event	Date/Time	a) Date of Issue of RFP	<b>3 January 2025</b>	b) Deadline for Proponents to Submit Questions to the College (Question Deadline)	<b>17 January 2025 by 4:00:00pm EST</b>	c) Deadline for Responses to Questions issued by the College (Addenda Deadline)	<b>24 January 2025 by 4:00:00pm EST</b>	<b>d) Date of Mandatory Site Visit</b>	<b>9 January 2025 at 10:00:00am EST</b>	<b>e) Submission Deadline</b>	<b>3 February 2025 by 2:00:00pm EST</b>
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<p>RFP Section 3.3(1) – RFP Facilitator</p>	<p><b>All communication concerning this RFP shall be directed in writing via Bonfire to the RFP Facilitator.</b> For clarity, the RFP Facilitator is the individual who is responsible for posting and managing the RFP process in Bonfire.</p> <p>No person other than the RFP Facilitator or his/her authorized representative shall speak for GBC concerning this RFP. GBC advises that a Proponent who seeks to obtain information, clarification, or interpretation from another GBC official, employee or Board Trustee uses such material at the Proponent’s own risk and that GBC shall not be bound by any such representations.</p>												
<p>RFP Section</p>	<p>Not Applicable</p>												

3.5(1) – Proponent’s Meeting	
RFP Section 3.5(2) – Mandatory Site Visit	A Mandatory Site Visit will be held at the date and time set out in the Timetable at the following location:  <b>160 Kendal Avenue – Main Entrance Toronto, Ontario</b>
RFP Section 3.11(1) – Subcontractors	Proponents are permitted to use subcontractors to perform the Deliverables and are encouraged to review and respond to the Submission Requirements for any Proposed Subcontractors.
RFP Section 3.12(1) – Insurance Requirements	<p>The Successful Proponent will be required to carry and maintain, the following insurance coverages:</p> <ul style="list-style-type: none"> <li>(a) If required, automobile liability insurance covering losses for owned, non-owned or hired vehicles including comprehensive and collision coverage with a limit of not less than <b>\$1,000,000.00</b> per occurrence.</li> <li>(b) Comprehensive General Liability Insurance in the amount of at least <b>\$5,000,000</b> that protects the Successful Proponent and its employees and agents, from all claims, demands actions, causes of action that may be taken or made against the Successful Proponent for any loss of or damage to property, or personal injury including bodily injury or death, that may arise with respect to the Successful Proponent’s performance or provision of the Deliverables.</li> <li>(c) If required, property Insurance, in an amount of not less than <b>\$5,000,000</b> per occurrence, which shall cover all owned or leased contractors’ equipment and tools etc. to be used in the construction of the Project, against “All Risks” of physical loss or damage. Such insurance shall be maintained until the Project or Successful Proponent’s work is completed. Such policy of insurance shall waive all rights of subrogation against the College.</li> </ul> <p>All required insurance must be endorsed to provide the College with thirty (30) days advance written notice of cancellation.</p> <p>All certificates of insurance, policies and notices of cancellation or termination must be delivered to the College prior to the commencement of any work.</p> <p>Unless otherwise stated, the Successful Proponent must maintain the required insurance in force throughout the duration of the Final Agreement including all warranty periods, if applicable.</p> <p>The Successful Proponent must provide a certificate of insurance signed by the insuring company or its agent evidencing the insurance coverage required under this RFP prior to the execution of any Final Agreement.</p>
RFP Section 3.13(1) – WSIB	<p>The Successful Proponent and any Proposed Subcontractors will be required:</p> <ul style="list-style-type: none"> <li>a) to have Workplace Safety and Insurance Board of Ontario coverage for all employees; and</li> <li>b) to carry and maintain at all times during the term of the Final Agreement, employer’s liability insurance on all employees not covered by the worker’s compensation or workplace safety insurance legislation in force in the Province of Ontario, for occupational accidents or disease, for limits of not <b>less than \$3,000,000</b> per occurrence.</li> </ul>

	The Successful Proponent will be required to show proof of insurance coverage and produce a clearance certificate form the Ontario Workplace Safety Insurance Board prior to the execution of any Final Agreement.																																				
RFP Section 4.1 – Proposal Form and Content	<p>The Proponent’s Proposal <b>must</b> be submitted in electronic files through the Bonfire EBS System and should include the following:</p> <ol style="list-style-type: none"> <li>1) <b>Mandatory Requirements:</b> should include the Mandatory Requirements and all information and materials required to be provided as part of this RFP. The following are part of the Mandatory Requirements: <ul style="list-style-type: none"> <li>• Submission Form A – Bid Acknowledgement Form</li> <li>• Submission Form B – Experience and Reference Form</li> <li>• Submission Form D – Agreement to Bond</li> <li>• Submission Form E – List of Subconsultants/Subcontractors</li> </ul> </li> <li>2) <b>Rated Criteria:</b> should include the technical information required as set out in Submission Form F – Rated Criteria.</li> <li>3) <b>Financial Submission</b> should only include information required as set out in the Financial Submission Requirements, including the completed Submission Form C - Price Form.</li> </ol>																																				
RFP Section 6.1(1)- Evaluation Criteria	<table border="1" data-bbox="354 919 1414 1835"> <thead> <tr> <th data-bbox="358 919 1081 982">Evaluation Stages and Criteria</th> <th data-bbox="1081 919 1247 982">Points</th> <th data-bbox="1247 919 1409 982">Weighting</th> </tr> </thead> <tbody> <tr> <td data-bbox="358 982 1081 1052"><b>STAGE I – REVIEW OF MANDATORY REQUIREMENTS</b></td> <td data-bbox="1081 982 1247 1052"><b>Pass/Fail</b></td> <td data-bbox="1247 982 1409 1052"><b>N/A</b></td> </tr> <tr> <td data-bbox="358 1052 1081 1115"><b>STAGE II – EVALUATION OF TECHNICAL SUBMISSION</b></td> <td data-bbox="1081 1052 1247 1115"><b>100</b></td> <td data-bbox="1247 1052 1409 1115"><b>65%</b></td> </tr> <tr> <td data-bbox="358 1115 1081 1178">1. Corporate Profile</td> <td data-bbox="1081 1115 1247 1178">5</td> <td data-bbox="1247 1115 1409 1178"></td> </tr> <tr> <td data-bbox="358 1178 1081 1241">2. Relevant Project Experience</td> <td data-bbox="1081 1178 1247 1241">20</td> <td data-bbox="1247 1178 1409 1241"></td> </tr> <tr> <td data-bbox="358 1241 1081 1304">3. Proposed Team (Experience and Qualifications)</td> <td data-bbox="1081 1241 1247 1304">20</td> <td data-bbox="1247 1241 1409 1304"></td> </tr> <tr> <td data-bbox="358 1304 1081 1409">4. Deliverables, Approach, Quality, Methodology and Workplan</td> <td data-bbox="1081 1304 1247 1409">25</td> <td data-bbox="1247 1304 1409 1409"></td> </tr> <tr> <td data-bbox="358 1409 1081 1472">5. Scheduling</td> <td data-bbox="1081 1409 1247 1472">30</td> <td data-bbox="1247 1409 1409 1472"></td> </tr> <tr> <td data-bbox="358 1472 1081 1535"><b>Total Technical Score</b></td> <td data-bbox="1081 1472 1247 1535"><b>/100</b></td> <td data-bbox="1247 1472 1409 1535"></td> </tr> <tr> <td data-bbox="358 1535 1081 1598"><b>STAGE III – EVALUATION OF FINANCIAL SUBMISSION</b></td> <td data-bbox="1081 1535 1247 1598"><b>100</b></td> <td data-bbox="1247 1535 1409 1598"><b>35%</b></td> </tr> <tr> <td data-bbox="358 1598 1081 1766"> <math display="block">\frac{\text{Lowest Overall Cost}}{\text{Proponent's Overall Cost}} \times 35\% = \text{Proponent's Financial Score}</math> </td> <td data-bbox="1081 1598 1247 1766"></td> <td data-bbox="1247 1598 1409 1766"></td> </tr> <tr> <td data-bbox="358 1766 1081 1829"><b>Total Financial Score</b></td> <td data-bbox="1081 1766 1247 1829"><b>/100</b></td> <td data-bbox="1247 1766 1409 1829"></td> </tr> </tbody> </table>	Evaluation Stages and Criteria	Points	Weighting	<b>STAGE I – REVIEW OF MANDATORY REQUIREMENTS</b>	<b>Pass/Fail</b>	<b>N/A</b>	<b>STAGE II – EVALUATION OF TECHNICAL SUBMISSION</b>	<b>100</b>	<b>65%</b>	1. Corporate Profile	5		2. Relevant Project Experience	20		3. Proposed Team (Experience and Qualifications)	20		4. Deliverables, Approach, Quality, Methodology and Workplan	25		5. Scheduling	30		<b>Total Technical Score</b>	<b>/100</b>		<b>STAGE III – EVALUATION OF FINANCIAL SUBMISSION</b>	<b>100</b>	<b>35%</b>	$\frac{\text{Lowest Overall Cost}}{\text{Proponent's Overall Cost}} \times 35\% = \text{Proponent's Financial Score}$			<b>Total Financial Score</b>	<b>/100</b>	
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RFP Section 6.1(5) – Presentation	<b>Not Applicable</b>
RFP Section 6.1(6)6.1(5) – Interview	<b>Not Applicable</b>
RFP Section 6.2(2) – Minimum Passing Score	Not Applicable
RFP Section 7.2(4) – Notice of Award	The College will post notification of award of the Final Agreement on <b>Bonfire</b>

**SCHEDULE B      SUBMISSION REQUIREMENTS**

**SECTION 1      MANDATORY REQUIREMENTS**

	<b>Topic</b>	<b>Submission Requirements</b>
1.1.1	Proposal Submission Form	(1) The Proponent must complete and submit Submission Form A which must be signed by a person authorized to bind the Proponent.
1.1.2	References	(1) The Proponent firm must submit three (3) references with its Proposal using Submission Form B – Experience and Reference Form. The references must be from clients for whom the Proponent has, over the past seven (7) years, provided deliverables that are similar to the Deliverables in size and scope.  (2) The College reserves the right to require the Proponent to provide references for any Proposed Subcontractors for the Project.
1.1.3	Bonding	(1) The Proponent must complete and submit Submission Form D – Agreement to Bond, which must be signed and sealed by their Surety
1.1.4	Subcontractors	(1) The Proponent must complete and submit Submission Form E – List of Subconsultants/Subcontractors

**SECTION 2      TECHNICAL SUBMISSION REQUIREMENTS**

See attached Submission Form F – Rated Criteria

**SECTION 3      FINANCIAL SUBMISSION REQUIREMENTS**

See attached Submission Form C – Pricing Form

## SCHEDULE C      DELIVERABLES

### 1.      **PROJECT OVERVIEW/ BACKGROUND**

The roofs on Buildings C and E at the Casa Loma Campus have membranes of varying ages, with some estimated to be over 20 years old. Over the years, the college has addressed several roof leaks through repairs; however, leaks persist in multiple locations. In collaboration with a consultant, the college has developed a plan to address these ongoing issues.

### 2.      **OBJECTIVE OF RFP**

George Brown College is requesting pricing from General Contractors for the upcoming roofing project at the Casa Loma campus. Due to the complexity of the mechanical systems in the various roof repair areas, the college prefers that a General Contractor oversee the project, working with a roofing subcontractor.

### 3.      **PROJECT SCOPE**

The project scope encompasses four areas of construction:

- **Repair Areas 1, 2, and 4:** Require roof membrane replacement (details below).
- **Repair Area 3:** Involves repairs to three vent stacks to prevent water penetration into the building.

Please refer to the consultant documentation (Appendix A – Specifications & Appendix B – Drawings) for detailed work specifications.

- **Repair Area 1:** Roof area repair, 4,900 SF
- **Repair Area 2:** Roof area repair, 300 SF
- **Repair Area 3:** Roof vent stack repair
- **Repair Area 4:** Roof area repair, 6,100 SF

### 4.      **STATE DELIVERABLES**

The successful proponent is responsible for the following:

- Material/Labour Warranties
- As-built drawings and documentation.
- Bi-weekly Construction progress reports.
- Bi-weekly progress meetings, to be chaired and minuted by contractor.
- Bi-weekly 2-week construction forecasts in PDF format.
- Daily morning email updates: including daily crew complement, if they're working or not and the daily scope of work.

### 5.      **ATTACHMENTS**

Proponents must review the following Appendices:

- Appendix A – Specifications
- Appendix B – Drawings

**SCHEDULE D      DRAFT AGREEMENT**

**See attached Supplementary Conditions – CCDC 2-2020**

**GBC will execute a CCDC-2 with the successful Proponent.**

**SUBMISSION FORM A - PROPOSAL ACKNOWLEDGEMENT FORM**

Note to Proponent(s): Uploaded separately as a supporting document to this RFP

**SUBMISSION FORM B - REFERENCE FORM**

Note to Proponent(s): Uploaded separately as a supporting document to this RFP

## SUBMISSION FORM C - PRICE FORM

### Instructions for completing the Price Form:

1. Fully complete Submission Form C – Price Form uploaded separately as a supporting document to this RFP as a Microsoft Excel file.
2. A tab with instructions is set out in the Submission Form C – Price Form Microsoft Excel file.
3. All prices and rates set out in the Proposal (“**Prices**”) shall be stated in Canadian dollars.
4. Prices shall not include applicable taxes.
5. Any exclusions or assumptions which have been considered as part of the Proponent’s Proposal must be listed.
6. The Prices and any discounts listed in the Price Form are applicable for the entire term of the Agreement.
7. Any estimated volume of Deliverables set out by the College are estimates only and are not a guarantee of volume of Deliverables.
8. The College’s payment terms are net 30 days after work completion and invoicing. The College will not consider any prepayment terms.

**SUBMISSION FORM D – AGREEMENT TO BOND**

Note to Proponent(s): Uploaded separately as a supporting document to this RFP



**SUBMISSION FORM E – LIST OF SUBCONSULTANTS/SUBCONTRACTORS**

Note to Proponent(s): Uploaded separately as a supporting document to this RFP