

Request for Proposals
For
Scotiabank Hall Renovation

Request for Proposals No.: **DB25-03**

Issued: **03/21/2025**

Submission Deadline: **04/09/2025, 3:00:00 PM local time**

Table of Contents

Part 1 – Invitation and Submission Instructions	3
1.1 Invitation to Proponents	3
1.2 RFP Contact	3
1.3 Type of Contract for Deliverables	4
1.4 RFP Timetable.....	4
1.5 Submission of Proposals	5
1.6 Canadian Free Trade Agreement	6
Part 2 – Evaluation, Negotiation and Award	7
2.1 Stages of Evaluation and Negotiation.....	7
2.2 Stage I – Mandatory Submission Requirements.....	7
2.3 Stage II – Evaluation	7
2.4 Stage III – Pricing	8
2.5 Stage IV – Ranking and Contract Negotiations	8
Part 3 – Terms and Conditions of the RFP Process.....	10
3.1 General Information and Instructions.....	10
3.2 Communication after Issuance of RFP	11
3.3 Notification and Debriefing	12
3.4 Conflict of Interest and Prohibited Conduct	12
3.5 Confidential Information.....	14
3.6 Procurement Process Non-binding.....	14
3.7 Governing Law and Interpretation	15
Appendix A – Form of Agreement	16
Appendix B – Submission Form	16
Appendix C – Rate Bid Form	20
Appendix D – Reference Form	22
Appendix E – RFP Particulars	23
A. The Deliverables.....	23
B. Material Disclosures	23
C. Mandatory Submission Requirements.....	23
D. Mandatory Technical Requirements.....	23
E. Pre-Conditions of Award.....	24
F. Rated Criteria.....	24
Appendix F- Technical Specifications.....	PDF
Appendix G- Drawings.....	PDF
Appendix H- CCDC 2 2020 Supplementary Conditions.....	PDF
Appendix I - Key Plan.....	PDF
Appendix J - HBMA Report.....	PDF

Part 1 – Invitation and Submission Instructions

1.1 Invitation to Proponents

This Request for Proposals (the “RFP”) is an invitation by Brock University (the “University”) to prospective proponents to submit proposals for the **Renovation of Scotiabank Hall**, as further described in Section A of the RFP Particulars (Appendix E) (the “Deliverables”).

About Brock University

Founded in 1964 in scenic Niagara, Ontario, Brock is a comprehensive university located atop the Niagara Escarpment, a UNESCO World Biosphere Reserve. A diverse and welcoming community, Brock is comprised of 19,000 students, 5,000 faculty and staff and more than 100 undergraduate and graduate programs in seven Faculties. Brock excels at providing exceptional experiential learning opportunities and highly-rated student and campus life experiences, including one of the most diversified co-operative education programs in the country. Brock is also home to a community of highly regarded scholars in many disciplines who are undertaking impactful research and making significant contributions to knowledge and society.

The modification to Scotiabank Hall involves renovating the existing open access computer lab and associated seminar room into a series of new computer labs – five (5). The 623m² renovation includes architectural, structural, electrical and mechanical work. The scope of the project includes but is not limited to the following: select demolition, new partitions, doors and frames including door hardware, flooring, ceilings, electrical infrastructure including IT and AV infrastructure, and minor mechanical modifications. The five new labs will continue to support the Department of Computer Science programs. Partial occupancy for the purposes of workstation and computer hardware installation and set-up by Brock is expected August 1, 2025. All work is to be completed **August 29, 2025 (Ready-for-Takeover)** prior to the start of the Fall semester in September.

The FOMS (Engineering Dept.) is scheduled to begin its laboratory set-up on August 1, 2025. Partial occupancy must therefore be secured for August 1. All work is to be completed **August 29, 2025 (Ready-for-Takeover)** prior to the start of the Fall semester in September 2025.

Equality, Diversity and Inclusion (EDI)- Brock University is committed to building a community that embraces diversity and empowers individuals from equity seeking groups including women, Indigenous peoples, people with disabilities, racialized communities, LGBTQ+ communities and people from diverse socioeconomic backgrounds.

1.2 RFP Contact

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

Dave Barber
Procurement Services
Brock University
1812 Sir Isaac Brock Way
St. Catharines, Ontario, L2S 3A1
dbarber@brocku.ca

Proponents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of Brock University, 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 Type of Contract for Deliverables

The selected proponent will be requested to enter into direct contract negotiations to finalize an agreement with the University for the provision of the Deliverables. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the University and the selected proponent. It is the intention of the University to enter into an agreement with only one (1) legal entity per awarded contract. The term of the agreement shall end on the later of:

- (i) One year after Substantial Performance of the Work; or
- (ii) the date the Consultant has certified Total Completion of the Project

It is anticipated that the agreement will be executed early October 2024.

1.4 RFP Timetable

Issue Date of RFP	03/21/2025
Site Visit	03/26/2025 11:00:00 AM local time
Deadline for Questions	04/01/2025 4:00:00 PM local time
Deadline for Issuing Addenda	04/03/2025 4:00:00 PM local time
Submission Deadline	04/09/2025 3:00:00 PM local time
Rectification Period	Two (2) business days

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

Site Visit

A site visit will be held on: 03/26/2025, at 11:00:00 AM.

Proponents should assemble at the front entrance of the Computer Commons entrance ground floor Scotiabank Hall (see attached key plan).

All proponents are invited to participate in the site visit of the relevant University facility. Proponents will have further opportunity during this visit to ask and clarify questions related to this project.

Proponents are requested to confirm their attendance for this visit with the RFP contact at least one (1) day before the site visit and provide the name(s) of the person(s) who will attend.

Furthermore, proponents shall provide vehicle make, model and license plate numbers of those individuals attending the site meeting. These will be forwarded to Brock Parking Services. Proponents are also asked to park in Lot 1 off Isaac Brock Boulevard North.

1.5 Submission of Proposals

1.5.1 Proposals to be Submitted in Prescribed Manner

Proposals must be submitted through MERX's online portal at:

<https://www.merx.com>

Submissions by other methods will not be accepted.

Proponents should submit one electronic copy in the file formats listed under Requested Information for this opportunity in MERX's portal.

The maximum upload file size is 100 MB.

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

1.5.2 Proposals to be Submitted on Time at Prescribed Location

Proposals must be uploaded and finalized on or before the Submission Deadline set out in the RFP Timetable. Proposals sent after the Submission Deadline will not be accepted.

Uploading large documents may take significant time, depending on file size and internet connection speed. It is strongly recommended that proponents allow sufficient time of at least four (4) hours before the Submission Deadline to upload documents and finalize their submissions.

Proponents will receive an email confirmation receipt with a unique confirmation number upon finalizing their submissions.

1.5.3 Two-Envelope System

Proposals must be submitted in two envelopes.

Envelope No. 1 – Administrative and Technical Submission

The proponent should submit the following information in Envelope #1:

- i. Appendix B - Submission Form
- ii. Appendix D - Reference Form
- iii. Bid Submission Requirements as outlined in Appendix E of this RFP.

Proponents should **not** include any cost information in the body of the administrative and technical proposal or it may be rejected. Do not include the Appendix C – Pricing Form(s), or any price information in this portion of your proposal.

Envelope No. 2 – Price Submission Appendix C

The proponent should submit in a second envelope, one (1) copy of the completed Appendix C – Rate Bid Form(s) along with any additional price breakdown information that you wish to provide.

1.5.4 Amendment of Proposals

Proponents may amend their proposals prior to the Submission Deadline by un-submitting the proposal and re-submitting a revised proposal through MERX's portal.

1.5.5 Withdrawal of Proposals

At any time throughout the RFP process, a proponent may withdraw a submitted proposal. To effect a withdrawal, a notice of withdrawal must be sent to the University Contact and must be signed by an authorized representative. The University is under no obligation to return withdrawn proposals.

1.6 Canadian Free Trade Agreement

Proponents should note that procurements falling within the scope of Chapter 5 of the Canadian Free Trade Agreement are subject to that chapter but that the rights and obligations of the parties shall be governed by the specific terms of each particular tender call. For further reference, please see the Internal Trade Secretariat website at

End of Part 1

Part 2 – Evaluation, Negotiation and Award

2.1 Stages of Evaluation and Negotiation

Brock University 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 of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the University 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 the University issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix E).

The rectification process will be limited to only allowing rectification of the following components:

- Missing signature(s)
- Missing pages(s)
- Acknowledgement of Addenda
- Agreement to Bond

2.3 Stage II – Evaluation

Stage II will consist of the following two sub-stages:

2.3.1 Mandatory Technical Requirements

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

2.3.2 Rated Criteria

The University will evaluate each qualified proposal on the basis of the non-price rated criteria as set out in Section F of the RFP Particulars (Appendix E).

2.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal in accordance with the price evaluation method set out in Rate Bid Form (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

2.5 Stage IV – Ranking and Contract Negotiations

2.5.1 Ranking of Proponents

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the proponents will be ranked based on their total scores. The top-ranked proponent will receive a written invitation to enter into direct contract negotiations to finalize the agreement with the University.

Tie Score

In the event that two or more proponents obtain an identical proposal score, the following tie-breaking measures will be used to select the successful proponent:

- the Proposal with the highest points for Price (to three decimal places); and if still tied,
- the Proposal with the highest points for **Experience and Qualifications**; and if still tied,
- the selected proponent will be determined by way of a coin toss.

2.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Terms and Conditions of the RFP Process (Part 3) and will not constitute a legally binding offer to enter into a contract on the part of the University or the proponent and there will be no legally binding relationship created with any proponent prior to the execution of a written agreement. The terms and conditions found in the Form of Agreement (Appendix A) are to form the basis for commencing negotiations between the University and the selected proponent. Negotiations may include requests by the University for supplementary information from the proponent to verify, clarify or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by the University for improved pricing or performance terms from the proponent.

2.5.3 Time Period for Negotiations

The University intends to conclude negotiations and finalize the agreement with the top-ranked proponent during the Contract Negotiation Period, commencing from the date the University invites the top-ranked proponent to enter negotiations. A proponent invited to enter into direct contract negotiations should therefore be prepared to satisfy

the pre-conditions of award listed in Section E of the RFP Particulars (Appendix E), provide requested information in a timely fashion and conduct its negotiations expeditiously.

2.5.4 Failure to Enter into Agreement

If the pre-conditions of award listed in Section E of the RFP Particulars (Appendix E) are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, the University may discontinue negotiations with the top-ranked proponent and may invite the next-best-ranked proponent to enter into negotiations. This process will continue until an agreement is finalized, until there are no more proponents remaining that are eligible for negotiations or until the University elects to cancel the RFP process.

2.5.5 Notification of Negotiation Status

Other proponents that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked proponent.

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.

3.1.2 Proposals in English

All proposals are to be in English.

3.1.3 No Incorporation by Reference

The entire content of the proponent's proposal should be submitted in a fixed form, 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 References and Past Performance

In the evaluation process, the University may include information provided by the proponent's references and may also consider the proponent's past performance or conduct on previous contracts with the University.

3.1.5 Information in RFP Only an Estimate

The University 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 Brock University

The University 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

The University makes no guarantee of the value or volume of work to be assigned to the successful proponent. The agreement to be negotiated with the selected proponent will not be an exclusive contract for the provision of the described Deliverables. The University 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 on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFP Contact. The University is under no obligation to provide additional information, and the University is not responsible for any information provided by or obtained from any source other than the RFP Contact. It is the responsibility of the proponent to seek clarification from the RFP Contact on any matter it considers to be unclear. The University 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 the University, 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. 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 the University. In the Submission Form (Appendix B), proponents should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify and Supplement

When evaluating proposals, the University 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, including but not limited to clarification with respect to whether a proposal meets the mandatory technical requirements set out in

Section D of the RFP Particulars (Appendix E). The University 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 the University and a proponent, the other proponents will be notified by public posting, in the same manner that this RFP was originally posted, of the outcome of the procurement process.

3.3.2 Debriefing

Proponents may request a debriefing after publication 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.

3.3.3 Dispute Resolution Process

If a proponent wishes to challenge the RFP process, it should provide written notice to the RFP Contact in accordance with the University's dispute resolution process and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the proponent's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this 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 the University in the preparation of its proposal that is not available to other proponents, (ii) 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 (iii) 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.

3.4.2 Disqualification for Conflict of Interest

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

3.4.3 Disqualification for Prohibited Conduct

The University may disqualify a proponent, rescind an invitation to negotiate or terminate a contract subsequently entered into if the University 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 B).

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 successful 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 the University; 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 Past Performance or Past Conduct

The University may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following: (a) illegal or unethical conduct as described above; (b) the refusal of the supplier to honour its submitted pricing or other commitments; or (c) any conduct, situation or circumstance determined by the University, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of Brock University

All information provided by or obtained from the University in any form in connection with this RFP either before or after the issuance of this RFP (a) is the sole property of the University 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 the University; and d) must be returned or otherwise destroyed by the proponent to the University immediately upon the request of Brock University.

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 the University. The confidentiality of such information will be maintained by the University, 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 the University 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 the University 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 the University 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 the University to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The University 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

1. The award contract to the Supplier shall include the terms of this Request for Proposal; Standard Construction Document CCDC 2 2020 with supplementary conditions (Appendix H- CCDC 2 2020 Supplementary Conditions) which include insurance requirements, together with those terms of the bidder's submission which are not inconsistent with Brock University's documents and which have been specifically accepted by Brock.
2. Notwithstanding Supplementary Condition of Contract CCDC 2-2020, Article A-10 Time of The Essence/Liquidated Damages, proponents shall note that a **\$10,000 maximum bonus** is being offered to complete the project early. The successful proponent shall be entitled to a bonus of \$2,000 per calendar day, to a maximum \$10,000, for each day ahead of the specified date of completion (*Ready-for-Takeover*) - **August 29, 2025**.

Conversely, in the event that the success proponent fails to achieve *Ready-for-Takeover*, Liquidated Damages shall be assessed and paid to Brock University at a per diem rate of \$2,000 for each calendar day of delay beyond the prescribed date for achieving *Ready-for-Takeover* until *Ready-for-Takeover* is achieved and certified as such by the Consultant per Article A-10 of the Supplementary Conditions of Contract.

3. While at the University, personnel of the Supplier must observe all regulations and policies of Brock University including parking and traffic regulations. Vehicles shall be parked in areas, at the Supplier's expense, as directed by the University's Parking Administration.
4. All Brock University suppliers must comply with the Accessibility for Ontarians with Disabilities Act, 2005 (AODA, 2005) and the University's accessibility policies and guidelines. This includes ensuring that all suppliers' employees receive training about providing goods or services to persons with disabilities. For further information visit www.brocku.ca/finance/vendors/accessibility-aoda-compliance.
5. The Supplier is required to sign a Confidentiality and Privacy Agreement if personal information is collected, used or disclosed to the successful bidder in order to meet the terms of the contract. Brock University's Confidentiality and Privacy Agreement meets the legal requirements of the Freedom of Information and Protection of Privacy Act (FIPPA).
6. The Supplier and the Supplier's subcontractors who perform services on Campus must comply with the Institutions Discrimination, Harassment and Sexual Violence Policies and the Ontario Human Rights Code. If a Supplier or Supplier's subcontractors are found in violation of these Policies or the Ontario Human Rights Code the violation will result in cancellation of the purchase order or debarment of the contract.

7. The Supplier represents and warrants it will comply with all applicable Brock policies which may be updated from time to time (Brock policies can be found at <https://brocku.ca/policies/>), including parking and traffic regulations (Vehicles shall be parked in areas, at the Supplier's expense, as directed by Brock's Parking Administration).

Appendix B – Submission Form

1. Proponent Information

Please fill out the following form, naming one 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:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Proponent Contact Name and Title:	
Proponent Contact Phone:	
Proponent Contact Fax:	
Proponent Contact 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 the University and the proponent unless and until the University 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 under the RFP. The proponent represents and warrants its ability to provide the Deliverables required under the RFP in accordance with the requirements of the RFP for the Rates set out in the Rate Bid Form and has provided a list of any subcontractors to be used to complete the proposed contract.

4. Non-Binding Pricing

The proponent has submitted its pricing in accordance with the instructions in the RFP and in Rate Bid Form (Appendix C) in particular. 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 the University prior to the Deadline for Issuing Addenda. The proponent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

_____. Proponents who fail to complete this section will be deemed to have received all posted addenda.

6. No Prohibited Conduct

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

7. Conflict of Interest

Proponents 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 the University 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:

8. 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 the University to the advisers retained by the University to advise or assist with the RFP process, including with respect to the evaluation this proposal.

Signature of Witness

Signature of Proponent
Representative

Name of Witness

Name of Proponent Representative

Title of Proponent Representative

Date

I have the authority to bind the proponent.

Appendix C – Rate Bid Form

1. Required Pricing Information

Proponents should provide the information requested below (“Required Pricing Information”) by reproducing and completing the table below in their proposals.

Pricing will be evaluated on the Total Price for Deliverables #1, including Cash Allowances.

Company Name:	Date:
<i>Scotia Bank Hall Renovation</i>	
<i>Deliverable #1</i>	Price
Provide your fee to complete the scope of work as described in Appendix E – RFP Particulars, The Deliverables.	\$
<i>Deliverable #2</i>	
Supply and installation of Arktura Baffled Ceiling System	\$
<i>Cash Allowances</i>	
Structure Steel Inspection (Third Party)	\$2,000.00
<i>Fee</i>	
Total Price for Deliverable #1 & #2 Incl. Cash Allowances	\$

Alternative Price	
Supply and install alternate system for Arktura Baffled Ceiling	\$

List of Subcontractors

The following are subcontractors we propose to use for the Divisions or Sections of Work listed hereunder. If not used, bar and initial the space below.

Division or Section of Work	Name of Subcontractor
Structural	
Masonry	
Concrete	
Carpentry	
Mechanical	
BAS	
Electrical	
IT	
Roofing & Flashing	
Frame & Windows	
Doors & Hardware	
Framing & Drywall	
Flooring	
Millwork	
Painting	

Note: The successful proponent is expected to engage the workforce (supplementary subcontractors and/or additional manpower) required to successfully complete the Deliverables on or before the date specified herein.

Unit Rate Schedule

The following schedule of base hourly rates for all trades (including benefits) will apply to this contract. Alterations, additions, deductions and any authorized overtime labour will be charged or credited as specified.

Trade	Base hrs/week	Straight Time	Overtime
Superintendent			
General Labour			
Structural Lead			
Structural Labour			
Masonry Lead			

Masonry Labour			
Concrete Lead			
Concrete Labour			
Carpentry Lead			
Carpentry Labour			
Mechanical Lead			
Mechanical Labour			
Electrical Lead			
Electrical Labour			

2. Instructions on How to Provide Pricing

- (a) Rates **must** be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (b) Rates quoted by the proponent must include all labour (including but not limited to salary, benefits and training) and material costs, all travel and carriage costs (including but not limited to accommodations, hospitality, incidentals and food expenses), all insurance costs, all costs of delivery (including but not limited to fuel, travel, equipment cost, vehicle surcharges, disbursements), 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.

3. Incentive/Disincentive

Notwithstanding Supplementary Condition of Contract CCDC 2-2020, Article A-10 Time of The Essence/Liquidated Damages, proponents shall note that a **\$10,000 maximum bonus** is being offered to complete the project early. The successful proponent shall be entitled to a bonus of \$2,000 per calendar day, to a maximum \$10,000, for each day ahead of the specified date of completion (*Ready-for-Takeover*) - **August 29, 2025**.

Conversely, in the event that the success proponent fails to achieve *Ready-for-Takeover*, Liquidated Damages shall be assessed and paid to Brock University at a per diem rate of \$2,000 for each calendar day of delay beyond the prescribed date for achieving *Ready-for-Takeover* until *Ready-for-Takeover* is achieved and certified as such by the Consultant per Article A-10 of the Supplementary Conditions of Contract.

Submitted by (Print Name)

Signature

Appendix D – Reference Form

Each proponent is requested to provide three (3) references from clients (not including Brock University) who have obtained similar goods or services to those requested in the RFP from the proponent in the last **5 years**. References should be for works completed in institutional environments. References could be called after Envelope 1 submissions have been evaluated.

Proponent Company Name	Date

Reference #1

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken (Start/Finish):	
Nature of Assignment:	

Reference #2

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken (Start/Finish):	
Nature of Assignment:	

Reference #3

Company Name:	
Company Address:	
Contact Name:	
Contact Telephone Number:	
Contact Email Address:	
Date Work Undertaken (Start/Finish):	
Nature of Assignment:	

Appendix E – RFP Particulars

A. The Deliverables

Work to be carried out under this contract involves the renovation of the existing open access computer lab and associated seminar room into a series of new computer labs – five (5). The 623m² renovation includes architectural, structural, electrical and mechanical work. The scope of the project includes but is not limited to the following: select demolition, new partitions, doors and frames including door hardware, flooring, ceilings, electrical infrastructure including IT and AV infrastructure, and minor mechanical modifications.

Partial occupancy for the purposes of workstation and computer hardware installation and set-up by Brock is expected August 1, 2025. All work is to be completed **August 29, 2025 (Ready-for-Takeover)** prior to the start of the Fall semester in September.

Date of Commencement

The successful proponent will be advised by the Owner about the award of the contract no later than **April 14, 2025**, at which time the proponent shall review scheduling and initiate preparation measures necessary to start work on site. **Work on site to commence week of April 21, 2025**. The proponent, however, must submit the necessary certified copies of insurance policies in accordance with the contract requirements prior to any construction on site.

Date of Completion

The successful proponent is expected to engage the workforce (supplementary subcontractors and/or additional manpower) required to successfully complete the Deliverables outlined herein on or before **August 29, 2025**.

B. Material Disclosures

Technical Specifications – Appendix F

Drawings – Appendix G

Key Plan – Appendix I

Hazardous Building Materials Assessment (Pre-construction) – Appendix J

C. Mandatory Submission Requirements

1. Submission Form (Appendix B)

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

2. Pricing (Appendix C)

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

3. Reference Form (Appendix D)

Each proponent is requested to provide three (3) references from clients (not including Brock University) who have obtained similar goods or services to those requested in the RFP in the last **[5 years]** by completing Appendix D. If references are not current (for work done within the last 5 years) or if references are not pertinent to institutional environments, the score may be reduced.

4. Other Mandatory Submission Requirements

Bid Security

Bids shall be accompanied by an **Agreement to Bond** as follows:

With the bid submission, submit a Surety Consent that the Surety providing the Bid Security is willing to supply the Performance and Labour and Materials Payment Bonds, each in the amount of 50% of the contract price.

As the bid response is electronic to be submitted on Merx, the respondents may submit the Agreement to Bond to Merx in an electronic or digital format as described by the Surety Association of Canada. Please note that uploading a scanned copy of a physical bond will not be accepted.

Generally the electronic Agreement to Bond will be accepted if it meets the following criteria:

- i. The version submitted by the Tenderer must be verifiable by the Owner with respect to the totality and wholeness of the bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company.
- ii. The version submitted must be viewable, printable and storable in standard electronic file formats acceptable to the Owner, and in a single file separate from the rest of the bid documents. Allowable formats include pdf.
- iii. The verification may be conducted by the Owner immediately or at any time during the life of the bonds and at the discretion of the Owner with no requirement for passwords or fees.
- iv. The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding item i. above.
- v. Bonds passing the verification process will be treated as original and authentic.

If a submission fails to satisfy the Agreement to Bond submission requirements, the University 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 the University issues a rectification notice to the proponent. Rectification will be 2 business days of notification.

D. Mandatory Technical Requirements

The respondent's proposal should demonstrate the following mandatory technical requirements below before rated criteria can be considered:

N/A

E. Pre-Conditions of Award

The successful proponent must submit the following within ten (10) days of the Notice of Award/Notice of Selection for Negotiations:

1. Certificate(s) of Insurance evidencing the insurance coverage as outlined in Appendix A
2. WSIB Clearance Certificate

F. Rated Criteria

The following sets out the categories, weightings, and descriptions of the rated criteria of the RFP. Proponents who do not meet a minimum threshold score for Envelope 1 Submission will not proceed to the next stage of the evaluation process.

In addition to the need to meet all mandatory requirements, the following is an overview of the categories and weighting for the rated criteria that will be used to individually evaluate and score the proposals.

Submission	Category	Evaluation Criteria	Weighting (Points)
<u>Envelope 1</u>	i. Company Profile	Completeness of submission	5
	ii. Relevant Experience on Similar Projects	Comprehensiveness, quality, similarity, appropriateness of related experience	10
	iii. Proponent Lead and Key Personnel	Project delivery experience and suitability of project team	10

	iv. CCDC 11 2019 (All sections)	Completeness of submission in accordance with each section	10
	v. Work Plan (All work completed on or before 08/01/2025)	Completeness of submission: Understanding and Methodology (Work Plan/Budget Management) Schedule (Gantt) Risk/Mitigation	15
	Minimum Threshold for Envelope 1	The total score of Envelope 1 Evaluation Criteria must be at least 30 points	30
<u>Envelope 2</u>	Appendix C – Rate Bid Form		50
	Total		100

RFP Submission Format Requirements

The suggested proposal Submission format for Envelope 1 is outlined in the table below:

Section	Description	Maximum Page Limit
1	Appendix B – Submission Form	3
2	Appendix D – Reference Form	1
3	Rated Criteria – Refer to Appendix E <ul style="list-style-type: none"> - Company Profile - Relevant Project Experience - Proponent Lead and Key Personnel - CCDC 11 - Work Plan 	35
4	Bid Security	2

Respondent’s proposal structure to follow the format and requirements listed below without deviation.

Envelope 1:

i. Company Profile

- i. A brief history of the Company
- ii. Number of years in business

- iii. A summary of the Health and Safety focus of the Company
- iv. Corporate social responsibility
- v. Tenure of senior staff

ii. Relevant Experience on Similar Projects

- i. Description of similar types of projects successfully completed in educational, municipal or institutional sectors including the Project Manager and key personnel (maximum of three (3) projects).
 - Provide sufficient detail to assess the applicability or similarity with the scope of work under this RFP.
 - Include the value of your scope of work in the referenced projects.
 - Describe the major challenges you faced when completing each project and how you mitigated them.

iii. Proponent Lead and Key Personnel

- i. Resume of primary contact of the proponent including professional status (including designations), experience and leadership skills
- ii. Resume of proposed key personnel including professional (including designations), experience on similar projects and longevity with the proponent.

iv. CCDC 11 2019

- i. Provide current CCDC 11 2019 with a minimum of three relevant projects identified in Section A, B and C.
- ii. Proponents must complete all CCDC 11 Statement sections for evaluation purposes.
- iii. Provide relevant team experience working on university, college and/or institutional projects.

v. Work Plan

- i. Demonstrate how you plan to complete all work identified in this RFP on or before the completion date specified herein. Please include:
 - Outline of project Understanding and Methodology.
 - Work force engaged to complete the work.
 - Identify any risks that could impact the scheduled completion date outlined herein (foreseeable labour disruption, product and delivery delays, etc.).
- ii. Provide a schedule (order and duration of construction tasks/activities) based on starting the **week of April 21** e.g., Gantt chart, Milestones, Critical path, etc.

Envelope 2:

vi. Appendix C – Rate Bid Form

- i. Proponents should review and complete the Pricing Form in Appendix C
- ii. Pricing is worth **50 points** of the total score.
- iii. Pricing will be scored based on a relative pricing formula using the rates set out in the Pricing Form. Each proponent will receive a percentage of the total possible points allocated to price which will be calculated in accordance with the following formula:

$$\text{lowest price} \div \text{proponent's price} \times \text{weighting} = \text{proponent's pricing points}$$