



## **BGIS Global Integrated Solutions Canada LP**

### **Request for Quotation Contractor Services**

**Project Number:** 250374

**Project Name:** 155 McNicoll Replace Perimeter Convector Controls and Isolation Valves

**Project Address:** 155 McNicholl, Toronto, ON

**Project Manager:** Jean Weiss-Bartelli

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**Project Coordinator:** Benjamin McPeek

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## REQUEST FOR QUOTATION

### SECTION 1 GENERAL

#### 1.1 Purpose of this Request for Quotation

- (1) This Request for Quotation (“**RFQ**”) is issued by BGIS Global Integrated Solutions Canada LP (“**BGIS**”) pursuant to the Vendor of Record Master Agreement (“**VOR MA**”) between BGIS and the applicable Bidder (as defined below), for the purpose of selecting a qualified Consultant to carry out the Services of the Project. See Data Sheet for further project details.
- (2) BGIS is under contract with Ontario Infrastructure and Lands Corporation, Province of Ontario and His Majesty the King in Right of Ontario (the “**Client**”).
- (3) This RFQ is open only to those vendors that have qualified as a Vendor of Record and have received an invitation to bid on the Project (the “**Bidders**”). BGIS reserves the right to invite additional Bidders to respond to this RFQ, in its sole discretion.
- (4) A full description of the scope of services (“**Services**”) required is described in Schedule 1 – Data Sheet (“**Data Sheet**”).
- (5) BGIS will conduct the RFQ Process through MERX and bidders will submit using the same platform as the bid is issued.
- (6) The process to select a successful Bidder will commence with the issuance of this RFQ and will terminate when the successful Bidder enters into the Agreement with BGIS.
- (7) BGIS’s VOR MA applies to all Bidders responding to this RFQ, as well as to the successful Bidder. Bidders are responsible for reviewing the VOR MA and ensuring that their conduct always complies with the VOR MA.
- (8) Nothing in this RFQ shall be construed as a bidding contract or tender, nor shall this RFQ create any legal obligations or a contractual relationship (often referred to as “Contract A/Contract B”) between BGIS and any Bidder.

### SECTION 2 THE REQUEST FOR QUOTATION DOCUMENTS

#### 2.1 Request for Quotation Documents

- (1) The Request for Quotation Documents (the “**RFQ Documents**”) are listed in the Data Sheet.
- (2) Each Bidder shall verify it has received and reviewed all of the RFQ Documents. Any missing RFQ Documents shall be reported immediately, by email, to the Contact Person before the deadline for RFQ Questions at the email address set out in the Data Sheet.
- (3) The RFQ Documents shall be read as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFQ and are incorporated by reference. Certain identified Schedules enclosed in the RFQ Documents will form part of the Agreement entered into with the successful Bidder.
- (4) Bidders must familiarize themselves with the requirements of the RFQ Documents, before submitting their quotation, and satisfy themselves as to their ability and the ability of their subconsultants to meet the requirements for the timely progress and completion of the Consultant Services and to execute the Services in full accordance with the RFQ Documents.

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- (5) The RFQ Documents are made available only for the purpose of soliciting quotations for the Project. Their availability does not confer on any of the Bidders a licence or grant for any other purpose.

**2.2 Obtaining RFQ Documents**

- (1) Only those RFQ Documents that are received by Bidders through the means identified in the Data Sheet shall be considered part of this RFQ.
- (2) The Data Sheet will state whether Bidders will be required to execute binding non-disclosure agreements to obtain all or some of the RFQ Documents.

**2.3 Conflicts or Inconsistencies in the RFQ Documents**

- (1) For the RFQ, if there are any conflicts or inconsistencies among the terms and conditions of the documents comprising RFQ Documents, the following rules of interpretation shall apply:
  - (a) in respect of matters of interpretation related to the RFQ process and all competitive procurement process matters, this RFQ shall prevail over the Schedules to this RFQ during the RFQ process;
  - (b) in respect of all matters of interpretation of the Agreement during the RFQ process, the Agreement shall prevail over this RFQ and all other Schedules to this RFQ; and
  - (c) for the purpose of resolving conflicts or inconsistencies among the documents that constitute the Agreement, the provisions of the Agreement dealing with conflicts or inconsistencies shall govern.
- (2) Despite RFQ Section 2.3 (1), if the Bidder believes that there is any term or condition in any RFQ Document that is ambiguous, or that conflicts or is inconsistent with any other term or condition, the Bidder shall notify BGIS of that ambiguity, conflict or inconsistency in accordance with the deadline set out in the Data Sheet for the submission of questions.
- (3) If there is a conflict or inconsistency between:
  - (a) BGIS electronic version of an RFQ Document as available through MERX; and
  - (b) any other version of the same RFQ Document (whether in electronic or hard copy), BGIS's electronic version as available through MERX shall govern.
- (4) If there is any conflict or inconsistency between two versions of the same RFQ Document available through MERX, the RFQ Document of the later date or version number shall prevail over the same RFQ Document of an earlier date or version number. Unless otherwise indicated, for the purposes of this RFQ, the date of each RFQ Document shall be determined by the date and time when that document was uploaded to MERX by BGIS.

**SECTION 3 THE RFQ PROCESS**

**3.1 Terms and Conditions of the VOR MA**

- (1) Except as explicitly set out in the RFQ Documents, the terms, and conditions of the VOR MA will apply to the RFQ. If a matter relating to the RFQ is not set out in this RFQ, the terms and conditions in respect of such matter in the VOR MA will apply. In the event that the terms and conditions of this RFQ are inconsistent with the terms and conditions of the VOR MA, the terms and conditions of the RFQ shall prevail.

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### 3.2 RFQ Timetable

- (1) The deadline for submission of quotations (the “**RFQ Closing**”) and the general timetable for the RFQ Process (the “**Timetable**”) are set out in the Data Sheet.
- (2) BGIS may, without liability, cost, or penalty to any Bidder and in its sole discretion, amend the Timetable and any part of the RFQ at any time during the RFQ Process.
- (3) If BGIS extends the RFQ Closing, all requirements applicable to Bidders will thereafter be subject to the extended closing.

### 3.3 Bidders’ Meeting

- (1) The terms of Section 3.1(2) of the Data Sheet shall apply.
- (2) Bidders may attend the meeting with at least one Bidder representative. For purposes of this Section, “Bidder representative” means any employee of the prime consultant or a subconsultant working under the prime consultant on the project. Any attendee deemed disruptive to the Bidders’ Meeting by BGIS will be asked to leave the meeting and the related Bidder may be disqualified.
- (3) BGIS reserves the right to change or add meeting requirements through Addenda at any time during the RFQ Process.
- (4) Before submitting a quotation, Bidders must satisfy themselves as to the existing conditions and limitations of the Project site, the means of access and the nature of work required.
- (5) No adjustments to the Project schedule or to the successful Bidder’s price will be approved for difficulties that the successful Bidder encounters due to conditions, features or peculiarities of the Project site which exist and are known, reasonably discernable, or visible at the time of submitting a quotation.

### 3.4 Questions Related to the RFQ

- (1) All Bidder inquiries relating to the interpretation of the RFQ Documents shall be submitted through MERX, directed to the Contact Person.
- (2) The Contact Person is identified in the Data Sheet Section 3.1(4).

### 3.5 Addenda to the RFQ Documents

- (1) Any Bidder finding discrepancies in, or omissions from, the RFQ Documents, or having doubt as to the meaning or intent thereof, shall at once notify BGIS through MERX. BGIS will provide instruction, if necessary, in the form of an Addendum, to be made available to all Bidders through MERX.
- (2) BGIS shall issue changes to the RFQ Documents by Addenda only. No other statement, whether written or oral, made by BGIS, the Client or their respective representatives shall bind BGIS, nor change, modify, amend, or waive any of the requirements contained in the RFQ Documents.
- (3) If BGIS, at its sole discretion, decides to issue an Addendum, it shall issue an Addendum at the latest 48 hours before the RFQ Closing. If any Addendum is issued after the last date for issuing Addenda, BGIS may, at its sole discretion, extend the RFQ Closing.

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**3.6 Prohibited Contacts**

- (1) Bidders, Team Members, nor any of their respective advisors, employees or representatives shall not contact or attempt to contact, either directly or indirectly, at any time during the RFQ Process, any of the following persons or organizations on matters related to the RFQ Process, the RFQ Documents, or their quotations:
  - (a) the Client;
  - (b) any advisor to BGIS;
  - (c) any employee or representative of,
    - (i) BGIS, other than the Contact Person;
    - (ii) Ministry of Infrastructure or any other Ministry, agency or entity listed in the Data Sheet; or
    - (iii) the Premier of Ontario's office or the Ontario Cabinet office;
  - (d) any Member of the Provincial Parliament (including the Premier) or his or her staff or representatives.

**3.7 Media Releases, Public Disclosures and Public Announcements**

- (1) The Bidder shall not publish any statement, paper, photograph, video or document or hold any ceremony or communication with the public and/or media with respect to the project without the prior written approval of the Contact Person, unless such publication or communication is required in connection with the Bidder's disclosure obligations under applicable law, in which case the Bidder shall provide the Contact Person with reasonable opportunity to review and comment on the content of such publication, and shall make such changes thereto as the Contact Person may request (subject to Consultant's disclosure obligations), before its publication.

**SECTION 4 QUOTATION CONTENT AND FORMAT**

**4.1 General Format of the Quotation**

- (1) Each Bidder should submit a quotation that conforms to the content requirements specified in the Data Sheet.
- (2) Bidders shall not submit promotional material or links to any websites with their quotations.
- (3) Each Bidder will,
  - (a) examine all instructions, terms and conditions, forms, and information in the RFQ Documents, including any Addenda; and
  - (b) complete and submit all documentation and information required by this RFQ.

**4.2 Contents of the Quotation**

- (1) The contents of the submission are detailed in the Data Sheet.
- (2) The Bidder's submission shall only consist of the requirements in the Data Sheet. The Bidder's submission must be submitted through MERX. Bidders are cautioned to review the provisions of

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the VOR MA with respect to pricing and compensation and shall take all provisions into account when completing the Bidder's quotation.

**SECTION 5 RFQ SUBMISSION**

**5.1 Submission of Quotations**

- (1) By submitting a quotation, Bidders acknowledge that they accept and agree to be bound by all of the terms, conditions and stipulations set out in the VOR MA, the RFQ Documents and further acknowledge and agree that BGIS, the Client and their respective representatives and agents will have no liability or obligation to any Bidder whose quotation is not accepted and the Bidders expressly waive any rights they may have to any claim against BGIS, its Client and their respective representatives and agents relating, in any way, to this RFQ Process.
- (2) The Price Form shall be submitted, fully completed and electronically typewritten, signed, dated, and initialed.
- (3) The Price Form shall stipulate a lump sum price in Canadian currency for the Project, including all the requirements of the Bid Documents, without qualifications.
- (4) Each Bidder shall submit their quotations in accordance with the instructions set out in the Data Sheet, using Schedule 2 Price Submission Form and before the RFQ Closing. Any quotation that is submitted contrary to the method specified in the Data Sheet shall not be considered by BGIS.

**5.2 Withdrawal or Modification of Quotations**

- (1) A Bidder may withdraw or modify its quotation prior to Bid Closing through the processes made available in MERX.

**SECTION 6 QUOTATION EVALUATION**

**6.1 Evaluation Process**

- (1) Step 1: BGIS will review all quotations received to ensure that Bidders have complied with all the requirements of this RFQ and have submitted a complete quotation. A Bidder's failure to provide a complete quotation will result in the quotation not being evaluated.
- (2) Step 2: The evaluation team established by BGIS (the "**Evaluation Team**") will evaluate the quotations on the basis of the evaluation criteria set out in the Data Sheet (the "**Evaluation Criteria**").

Subject to the terms and conditions in this RFQ, it is the intent of BGIS to select the highest scoring Bidder as the successful Bidder.

**6.2 Vendor Performance Program**

- (1) Bidders will be subject to terms and conditions of the Vendor Performance Program ("**VPP**") included in the VOR MA.

**SECTION 7 GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS**

**7.1 Clarification and Verification of Bidder's Quotation**

- (1) BGIS may, in its discretion and at any time during the RFQ Process:
  - (a) require the Bidder to clarify and/or verify any information contained in the quotation;

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- (b) require the Bidder to submit supplementary documentation and/or information to clarify and/or verify any matters contained in its quotation;

**7.2 Right to Disqualify a Bidder / Reject a Quotation**

- (1) Without limiting BGIS’s general right to disqualify a Bidder or reject a quotation, BGIS shall have the following rights, at any time and in its discretion unless otherwise stated in this section and, in each case, without incurring any liability for costs and damages incurred by the Bidder.
  - (a) **Unethical Behaviour or Inappropriate Bidding:** to disqualify or reject a quotation from a Bidder where the Bidder has been disqualified from a BGIS procurement process as the result of any convictions related to inappropriate bidding practices or unethical behaviour in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction.
  - (b) **Prohibited Contact:** to disqualify a Bidder or reject a quotation where there is attempted contact with specified individuals in RFQ Section 3.6 by the Bidder or any of its representatives or Team Members.
  - (c) **Applicable Law and Prohibited Acts:** to disqualify a Bidder if:
    - (i) the Bidder fails to comply with Applicable Law;
    - (ii) the Bidder has engaged in a Prohibited Act; or

BGIS may disclose any information with respect to the Bidders, the quotations and the RFQ Process as required by the laws of Ontario and the applicable laws of Canada (“Applicable Law”);
  - (d) **False, Misleading or Undisclosed Material Information:** to disqualify a Bidder or reject that Bidder’s quotation if:
    - (i) the Bidder’s quotation contains false or misleading information; or
  - (e) **Submission Completeness:** pursuant to RFQ Section 6.1 to not evaluate a quotation that is not substantially complete.

**7.3 Additional BGIS Rights**

- (1) Notwithstanding anything to the contrary in this RFQ, BGIS may exercise the following rights, at any time and in its discretion unless stated otherwise, in each case without incurring any liability for costs and damages incurred by any Bidder.
  - (a) **Revision of RFQ Documents:** to change the dates, schedule, deadlines, process and requirements described in the RFQ Documents;
  - (b) **Changes to Services:** to change the limits, scope and details of the Services;
  - (c) **Cancellation of RFQ or Project:** to cancel this RFQ or to elect not to proceed with the Services for any reason whatsoever;
  - (d) **Insufficient or Unsustainable Price:** to decline to select a Bidder if BGIS, in its discretion, is of the opinion that a Bidder has submitted a price that is too low to be sustainable and to ensure its ability to deliver the Services;

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- (e) **One Quotation Received:** if only one quotation is received, to accept or reject it;
  - (f) **Accept Quotations whole are in part:** accept any quotation, in whole or part of the quotation.
- (2) For clarity, RFQ Section 7.3(1) is not intended to limit the rights of BGIS.
- (3) Without limitation to any other rights of BGIS hereunder, to ensure the integrity, openness and transparency of the RFQ Process, BGIS may, in its discretion, impose at any time on all Bidders additional conditions, requirements or measures with respect to bidding practices or ethical behaviour of the Bidders.

**SECTION 8 PROJECT MILESTONES**

**8.1 Project Milestones**

- (1) The Bidders are to include the necessary resources and costing to incorporate the project milestones into the project planning and the Bidder's quotation.
- (2) The Project Milestones are detailed in Schedule 4 of the Data Sheet.

**SECTION 9 AWARD**

**9.1 RFQ Results**

- (1) Following evaluations, the RFQ results will be posted in MERX.
- (2) Bidders are solely responsible for monitoring MERX for all notifications.

**9.2 Notification of Award**

- (1) BGIS will notify the highest-ranking Bidder through a Letter of Notification (LON).
- (2) The highest ranked Bidder shall deliver to the Contact Person the conditions of award detailed in Section 7.1 of the Data Sheet.

**9.3 Award**

- (1) The award of any agreement under this RFQ is subject to BGIS obtaining appropriate approvals to proceed.
- (2) BGIS will issue the Agreement to the successful Bidder. BGIS may, in its sole discretion, impose time limits for the successful Bidder to enter into the Agreement. If the successful Bidder fails to enter into the Agreement by the time limits imposed or otherwise refuses to enter into the Agreement, BGIS may, in its sole discretion, issue the Agreement to the next highest ranked Bidder, in which case the next highest ranked Bidder will be considered to be the successful Bidder.
- (3) Notification to unsuccessful Bidders will be made indirectly through MERX via the publication of the successful vendor name through MERX.

**SECTION 10 HEALTH AND SAFETY**

**10.1 Health and Safety Requirements**

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- (1) Bidders must take into consideration all of the health and safety requirements set out in this RFQ Schedules and the VOR MA.

**SECTION 11 INSURANCE**

**11.1 Insurance Requirements**

- (1) Project specific insurance requirements are detailed in the Data Sheet.

**SECTION 12 SECURITY CLEARANCE CHECKS**

**12.1 Security Clearance Checks**

- (1) The successful Bidder and associated team will be required to complete Ontario Public Service (OPS) Security Screening Checks and obtain clearances. Details will be specified in the Data Sheet.
- (2) Bidders will be required to undergo clearance screening, at their own cost. BGIS will provide Bidders with the necessary forms and information. Please see the Data Sheet for further details.
- (3) In addition to OPS Security Clearance Checks, the successful Bidder may require additional security clearances. Additional security requirements will be detailed in the Data Sheet if required.
- (4) Prior to the commencement of the Services all required security clearances are to be obtained and communicated to the Contact Person.

**SECTION 13 CLIENT FLOW-DOWN PROVISIONS**

**13.1 Client Flow-Down Provisions**

- (1) Bidder shall include for the Client Flow-Down provisions detailed in the VOR MA - Schedule F. Bidders are to account for all associated requirements and costs while preparing the Bidders quotation.

**SECTION 14 LEGAL MATTERS**

**14.1 Applicable Law**

- (1) Regardless of where any of the RFQ Process may take place, evaluated, or otherwise processed, the RFQ Process shall be governed by and construed in accordance with the laws of the Province of Ontario, including the federal laws of Canada, and any litigation or other dispute shall be subject to the exclusive jurisdiction of the courts located in the Province of Ontario.

**14.2 Bidders' Costs**

- (1) The Bidder shall bear all costs and expenses incurred by the Bidder relating to any aspect of its participation in the RFQ Process, including, without limitation, all costs and expenses related to the Bidder's submission.
- (2) The Bidder shall not hold BGIS or the Client liable for any error or omission in any part of the RFQ Documents or for any delay, or costs associated with delays, in the RFQ Process, including but not limited to the administration of the RFQ Process and the Bidder's use of MERX.

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**14.3 Confidential Information**

- (1) In this RFQ, “**Confidential Information**” shall mean all material, data, information, or any item in any form supplied by, BGIS in connection with the RFQ Documents or the Services, except it does not include any item which,
  - (a) is or becomes generally available to the public other than as a result of a disclosure resulting from a breach of this RFQ Section;
  - (b) becomes available to the Bidder on a non-confidential basis from a source other than BGIS, so long as that source is not bound by a non-disclosure agreement with respect to the information or is not otherwise prohibited from transmitting the information to the Bidder by a contractual, legal, or fiduciary obligation; or
  - (c) the Bidder is able to demonstrate was known to it on a non-confidential basis before it was disclosed to the Respondent by BGIS.
- (2) Confidential Information,
  - (a) shall remain the sole property of BGIS, Infrastructure Ontario, or the Government of Ontario, as applicable, and the Bidder shall maintain the confidentiality of such information except as required by law;
  - (b) shall not be used by the Bidder for any other purpose other than submitting a quotation or performing obligations under any subsequent agreement with BGIS relating to the Services;
  - (c) shall not be disclosed by the Bidder to any person who is not involved in the Bidder's preparation of its quotation or in connection with the performance of Services;
  - (d) shall not be used in any way detrimental to BGIS, Infrastructure Ontario or the Government of Ontario.

**14.4 No Collusion**

- (1) A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder, any information regarding their submission in a fashion that would contravene Applicable Law. Bidders shall prepare and submit pricing, independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder.

**14.5 General Items**

- (1) Unless otherwise defined in this RFQ, capitalized terms and expressions used in this RFQ shall have the same meaning given to them in this RFQ, the Data Sheet, or the VOR MA as applicable. In this RFQ, the singular shall include the plural and the plural shall include the singular, except where the context otherwise requires.
- (2) All references in this RFQ to BGIS’s “discretion” means BGIS’s absolute sole unqualified subjective discretion and all references to BGIS’s “judgment” means BGIS’s absolute sole unqualified subjective judgment.
- (3) For clarity, where the expression “Government of Ontario” is used in this RFQ, it includes all Ministries of the Government of Ontario.

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**14.6 RFQ Definitions**

Whenever used in this RFQ,

- (1) “**Addendum**” or “**Addenda**” means a written addendum or addenda to the RFQ Documents issued by BGIS.
- (2) “**Agreement**” means the agreement for the Services in the form set out in Schedule 3 of the RFQ Documents.
- (3) “**Affiliate**” means an “affiliate” a term used in the *Business Corporations Act* (Ontario) and any successor legislation hereto.
- (4) “**Applicable Law**” is defined in RFQ Section 7.2(1)(c).
- (5) “**BGIS**” is defined in RFQ Section 1.1(1).
- (6) “**Bidder(s)**” is defined in RFQ Section 1.1(3).
- (7) “**Client**” is defined in RFQ Section 1.1(2).
- (8) “**Confidential Information**” is defined in RFQ Section 13.3(1).
- (9) “**Contact Person**” means the contact person listed in the Data Sheet in respect of RFQ Section 3.4(2).
- (10) “**Data Sheet**” means the document identified as Schedule 1 – Data Sheet, which forms part of the RFQ Documents.
- (11) “**Evaluation Criteria**” is defined in RFQ Section 6.1(2).
- (12) “**Evaluation Team**” is defined in RFQ Section 6.1(2).
- (13) “**Infrastructure Ontario**” means the Ontario Infrastructure and Lands Corporation.
- (14) “**RFQ**” is defined in RFQ Section 1.1(1).
- (15) “**RFQ Documents**” is defined in RFQ Section 2.1(1).
- (16) “**RFQ Closing**” is defined in RFQ Section 3.2(1).
- (17) “**Services**” is defined in Section 1.1(4).
- (18) “**Timetable**” is defined in RFQ Section 3.2(1).
- (19) “**Vendors of Record**” means the vendors who are on the vendor of record list (also referred to as the “VOR List”) applicable to the services contemplated under this RFQ.
- (20) or “**VOR MA**” is defined in RFQ Section 1.1(1).
- (21) “**Vendor Performance Program**” or “**VPP**” is defined in RFP Section 6.2.
- (22) “**Bid Bond**” means a bond issued by a bonding/surety company securing the performance of a Bidder’s obligations under these Instructions, as may be required in accordance with the Data Sheet Section 8.1(2).

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(23) **“Ready for Takeover”** is the project scheduling milestone related the completion of the project. See Data Sheet, IO Additional Client Requirements #6.

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