

**Request for Quotations**  
**For**  
**Interior Renovation – ÉSP Rivière-Rideau**

Request for Quotations No.: **21-269 (ST0775-154)**

Issued: **July 8<sup>th</sup>, 2021**

Submission Deadline: **July 29<sup>th</sup>, 2021 at 3:00 PM local time**

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# Part 1 – Invitation and Submission Instructions

## 1.1 Invitation to Respondents

This Request for Quotations (the “RFQ”) is an invitation by Centre d’excellence en approvisionnement FRANCOachat and its participating agencies (“CEA FRANCOachat”) to prospective respondents to submit non-binding Quotations for an Interior Renovation – ÉSP Rivière-Rideau, as further described in Section A of the RFQ Particulars (Appendix D) (the “Deliverables”).

The Centre d’excellence en approvisionnement FRANCOachat (CEA FRANCOachat) is a shared service organization providing procurement services for member school boards in the province of Ontario. This competitive procurement process is being completed on behalf of the following school board(s):

1. Conseil des écoles publiques de l’Est de l’Ontario  
2445 Boulevard Saint-Laurent  
Ottawa (Ontario) K1G 6C3

The Intent of this RFQ is to obtain quotations from Respondents to perform work for an **Interior Renovation at École secondaire publique Rivière-Rideau**, 830 Heritage Drive, Kemptville (ON), K0G 1J0 for a Stipulated Price contract(s) in the form of a CCDC 2 – 2008 with Supplemental Conditions, in accordance with all RFQ Documents and Terms and Conditions outlined herein (the “Contract”).

**Contract work is to commence no later than August 16<sup>th</sup>, 2021 with a conclusion date no later than December 23<sup>rd</sup>, 2021.**

## 1.2 RFQ Contact

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

Mario Lemieux, [info@francoachat.ca](mailto:info@francoachat.ca)

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

## 1.3 Type of Contract for Deliverables

The selected respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”). It is the intention of CEA FRANCOachat’s participating agencies to enter into a contract with only one (1) legal entity per awarded contract. The

term of the contract is to be for a period of four (4) months. Joint submissions are acceptable however if a joint submission is made, the submission must clearly indicate which party will act as the prime contractor.

## 1.4 RFQ Timetable

Issue Date of RFQ	July 8 <sup>th</sup> , 2021
Non-Mandatory Site Visit	July 14 <sup>th</sup> , 2021
Deadline for Questions	July 20 <sup>th</sup> , 2021 at 3:00 PM local time
Deadline for Issuing Addenda	July 22 <sup>nd</sup> , 2021 at 3:00 PM local time
Submission Deadline	July 29 <sup>th</sup> , 2021 at 3:00 PM local time
Anticipated Execution of Agreement	August 16 <sup>th</sup> , 2021

The RFQ timetable is tentative only, and may be changed by CEA FRANCOachat at any time.

Respondents are encouraged to visit sites and obtain for themselves a full, clear and comprehensive knowledge of the exact scope and specific environmental conditions of the work.

A **NON-MANDATORY** inspection of the existing sites and premises, with the Board's representative present and consultant, has been arranged for general contractors at:

École secondaire publique Rivière-rideau, 830 promenade Heritage, Kemptville ON, K0G 1J0 on **July 14<sup>th</sup>, 2021 at 10:00 AM.**

Respondents are to meet at the main entrance off the school to be visited.

**Only one (1) person per respondent will be allowed to access the school. Respondent must complete a mandatory questionnaire no later than 24 hours before the visit otherwise access will be refused.**

**Mandatory Questionnaire** is available at :

<https://docs.google.com/forms/d/e/1FAIpQLSd42cQazVGimkAD4naZrA0NoBGOPt3SPAk0pyU6JZoCY0TSaA/viewform?gxids=7628>

## 1.5 Submission of Quotations

### 1.5.1 Quotations to be Submitted at Prescribed Location

Quotations must be submitted through CEA FRANCOachat's online portal at:

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

Submissions by other methods will not be accepted.

Minimum system requirements are Google Chrome or Mozilla Firefox. Javascript must be enabled.

Respondents should contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

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

Quotations must be uploaded and finalized on or before the Submission Deadline set out in the RFQ Timetable. Quotations 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 respondents allow sufficient time of at least one (1) hour before the Submission Deadline to upload documents and finalize their submissions.

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

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

Respondents should submit one electronic copy of their quotation in the file formats listed under Requested Information for this opportunity in CEA FRANCOachat'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.

### **1.5.4 Amendment of Quotations**

Respondents may amend their quotations prior to the Submission Deadline by un-submitting the quotation and re-submitting a revised quotation through CEA FRANCOachat's.

### **1.5.5 Withdrawal of Quotations**

At any time throughout the RFQ process until the execution of a written agreement for provision of the Deliverables, a respondent may withdraw a submitted quotation. To withdraw a quotation prior to the Submission Deadline, a respondent should un-submit the quotation through CEA FRANCOachat's portal. Following the Submission Deadline, a notice of withdrawal must be sent to the RFQ Contact and must be signed by an authorized representative of the respondent. CEA FRANCOachat is under no obligation to return withdrawn quotations.

Quotations must be submitted at the location set out above on or before the Submission Deadline. Quotations submitted after the Submission Deadline will be rejected.

[End of Part 1]

## **Part 2 – Evaluation and Award**

### **2.1 Stages of Evaluation**

CEA FRANCOachat will conduct the evaluation of quotations in the following stages:

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

Stage I will consist of a review to determine which quotations comply with all of the mandatory submission requirements. Quotations that fail to satisfy the mandatory submission requirements will be rejected. The mandatory submission requirements are listed in Section C of the RFQ Particulars (Appendix D).

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

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

### **2.4 Stage III – Pricing**

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

### **2.5 Selection of Top-Ranked Respondent**

After the completion of Stage III, compliant respondents will be ranked based on the price evaluation. Subject to the process rules contained in the Terms and Conditions of the RFQ Process (Part 3), the top-ranked respondent will be invited to enter into the Agreement in accordance with Part 3. In the event of a tie to two (2) decimal places, the names of the tied respondents will be placed in a container and a name will be drawn. The selected respondent will be the respondent whose name is drawn from the container. Affected respondents will be invited to witness the draw. The selected respondent will be notified in writing and will be expected to satisfy any applicable conditions of this RFQ, including the pre-conditions of award listed in Section E of the RFQ Particulars (Appendix D), and enter into the Agreement within the timeframe specified in the selection notice. Failure to do so may result in the disqualification of the respondent and the selection of another respondent or the cancellation of the RFQ.

[End of Part 2]

## **Part 3 – Terms and Conditions of the RFQ Process**

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

#### **3.1.1 Respondents to Follow Instructions**

Respondents should structure their quotations in accordance with the instructions in this RFQ. Where information is requested in this RFQ, any response made in a quotation should reference the applicable section numbers of this RFQ.

#### **3.1.2 Quotations in English or French**

All quotations are to be in either English or French.

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

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

#### **3.1.4 References and Past Performance**

In the evaluation process, CEA FRANCOachat may include information provided by the respondent's references and may also consider the respondent's past performance or conduct on previous contracts with CEA FRANCOachat's participating agencies or other institutions.

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

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

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

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

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

CEA FRANCOachat will not return the quotation or any accompanying documentation submitted by a respondent.

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

CEA FRANCOachat makes no guarantee of the value or volume of work to be assigned to the successful respondent. The contract with the selected respondent will not be an exclusive contract for the provision of the described Deliverables. CEA FRANCOachat may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of RFQ**

### **3.2.1 Respondents to Review RFQ**

Respondents should promptly examine all of the documents comprising this RFQ, and may direct questions or seek additional information in writing by email to the RFQ Contact on or before the Deadline for Questions. No such communications are to be directed to anyone other than the RFQ Contact. CEA FRANCOachat is under no obligation to provide additional information, and CEA FRANCOachat is not responsible for any information provided by or obtained from any source other than the RFQ Contact. It is the responsibility of the respondent to seek clarification from the RFQ Contact on any matter it considers to be unclear. CEA FRANCOachat is not responsible for any misunderstanding on the part of the respondent concerning this RFQ or its process.

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

This RFQ may be amended only by addendum in accordance with this section. If CEA FRANCOachat, for any reason, determines that it is necessary to provide additional information relating to this RFQ, such information will be communicated to all respondents by addendum. Each addendum forms an integral part of this RFQ and may contain important information, including significant changes to this RFQ. Respondents are responsible for obtaining all addenda issued by CEA FRANCOachat. In the Submission Form (Appendix B), respondents 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 CEA FRANCOachat determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, CEA FRANCOachat may extend the Submission Deadline for a reasonable period of time.

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

When evaluating quotations, CEA FRANCOachat may request further information from the respondent or third parties in order to verify, clarify or supplement the information provided in the respondent's quotation, including but not limited to clarification with respect to whether a quotation meets the mandatory technical requirements set out in

Section D of the RFQ Particulars (Appendix D). CEA FRANCOachat may revisit, re-evaluate and rescore the respondent's response or ranking on the basis of any such information.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Respondents**

Once an agreement is executed by CEA FRANCOachat and a respondent, the other respondents will be notified by public posting, in the same manner that this RFQ was originally posted, of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Respondents may request a debriefing after publication of the outcome of the procurement process. All requests must be in writing to the RFQ Contact and must be made within sixty (60) days of such notification.

#### **3.3.3 Dispute Resolution Process**

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

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

#### **3.4.1 Conflict of Interest**

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

- (a) in relation to the RFQ process, the respondent has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of CEA FRANCOachat in the preparation of its quotation that is not available to other respondents, (ii) communicating with any person with a view to influencing preferred treatment in the RFQ process (including but not limited to the lobbying of decision makers involved in the RFQ process), or (iii) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the respondent's other commitments, relationships or financial interests (i) could, or could be seen to, exercise an improper influence over the objective, unbiased and impartial exercise of its independent judgement, or (ii)

could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

- (c) For further clarity, without limiting the generality of the paragraph, the Education Act states that goods or services must not be purchased from a Teacher, Supervisory Officer, other Employee of the participating agencies or an employee of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of the participating agencies. This is outlined in Chapter E.2, Section 217, of the Education Act, RSO 1990 (latest revision).

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

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

### **3.4.3 Disqualification for Prohibited Conduct**

CEA FRANCOachat may disqualify a respondent, rescind notice of selection or terminate a contract subsequently entered into if CEA FRANCOachat determines that the respondent has engaged in any conduct prohibited by this RFQ.

### **3.4.4 Prohibited Respondent Communications**

Respondents must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Respondent Not to Communicate with Media**

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

### **3.4.6 No Lobbying**

Respondents must not, in relation to this RFQ or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the successful respondent(s).

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

Respondents must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Respondents must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of CEA FRANCOachat; deceitfulness;

submitting quotations containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFQ.

### **3.4.8 Past Performance or Past Conduct**

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

## **3.5 Confidential Information**

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

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

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

### **3.5.2 Confidential Information of Respondent**

A respondent should identify any information in its quotation or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by CEA FRANCOachat. The confidentiality of such information will be maintained by CEA FRANCOachat, except as otherwise required by law or by order of a court or tribunal. Respondents are advised that their quotations will, as necessary, be disclosed, on a confidential basis, to advisers retained by CEA FRANCOachat to advise or assist with the RFQ process, including the evaluation of quotations. If a respondent has any

questions about the collection and use of personal information pursuant to this RFQ, questions are to be submitted to the RFQ Contact.

## **3.6 Procurement Process Non-Binding**

### **3.6.1 No Contract A and No Claims**

This procurement process is not intended to create and will not create a formal, legally binding bidding process and will instead be governed by the law applicable to direct commercial negotiations. For greater certainty and without limitation:

- (a) this RFQ will not give rise to any Contract A–based tendering law duties or any other legal obligations arising out of any process contract or collateral contract; and
- (b) neither the respondent nor CEA FRANCOachat will have the right to make any claims (in contract, tort, or otherwise) against the other with respect to the award of a contract, failure to award a contract or failure to honour a quotation submitted in response to this RFQ.

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

This RFQ process is intended to solicit non-binding quotations for consideration by CEA FRANCOachat and may result in an invitation by CEA FRANCOachat to a respondent to enter into the Agreement. No legal relationship or obligation regarding the procurement of any good or service will be created between the respondent and CEA FRANCOachat by this RFQ process until the execution of a written agreement for the acquisition of such goods and/or services.

### **3.6.3 Non-Binding Price Estimates**

While the pricing information provided in quotations will be non-binding prior to the execution of a written agreement, such information will be assessed during the evaluation of the quotations and the ranking of the respondents. Any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact any such evaluation or ranking or the decision of CEA FRANCOachat to enter into an agreement for the Deliverables.

### **3.6.4 Cancellation**

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

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

These Terms and Conditions of the RFQ Process (Part 3):

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and must not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## **Appendix A – Form of Agreement**

The standard form of contract will be a Stipulated Price contract – CCDC 2, 2008 modified to incorporate the following:

- requirements and conditions set forth herein; and
- CCDC 2 -2008 Board's Supplementary Conditions.

Once signed the CCDC 2 - 2008 as modified by the above will form the contract which governs the relationship through-out the life cycle of the project.

Original invoices must be submitted to the attention of:

### **Facilities Management Services**

Conseil des écoles publiques de l'Est de l'Ontario

2445 boulevard Saint-Laurent, 3ième étage

Ottawa (Ontario) K1G 6C3

Telephone (613) 742-8960

Email: [payables@cepeo.on.ca](mailto:payables@cepeo.on.ca)

# Appendix B – Submission Form

## 1. Respondent Information

Please fill out the following form, naming one person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.	
Full Legal Name of Respondent:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Respondent Contact Name and Title:	
Respondent Contact Phone:	
Respondent Contact Fax:	
Respondent Contact Email:	

## 2. Acknowledgment of Non-Binding Procurement Process

The respondent acknowledges that the RFQ process will be governed by the terms and conditions of the RFQ, and that, among other things, such terms and conditions confirm that this procurement process does not constitute a formal, legally binding bidding process (and for greater certainty, does not give rise to a Contract A bidding process contract), and that no legal relationship or obligation regarding the procurement of any good or service will be created between CEA FRANCOachat and the respondent unless and until CEA FRANCOachat and the respondent execute a written agreement for the Deliverables.

### 3. Ability to Provide Deliverables

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

### 4. Non-binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ and in Pricing (Appendix C) in particular. The respondent confirms that the pricing information provided is accurate. The respondent acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its quotation or its eligibility for future work.

### 5. Addenda

The respondent is deemed to have read and taken into account all addenda issued by CEA FRANCOachat prior to the Deadline for Issuing Addenda. The respondent is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line:

\_\_\_\_\_. Respondents who fail to complete this section will be deemed to have received all posted addenda.

### 6. No Prohibited Conduct

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

### 7. Conflict of Interest

Respondents must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFQ. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of CEA FRANCOachat within twelve (12) months prior to the Submission Deadline.

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

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

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

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

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## 8. Disclosure of Information

The respondent hereby agrees that any information provided in this quotation, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The respondent hereby consents to the disclosure, on a confidential basis, of this quotation by CEA FRANCOachat to the advisers retained by CEA FRANCOachat to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

---

Signature of Witness

---

Signature of Respondent  
Representative

---

Name of Witness

---

Name of Respondent Representative

---

Title of Respondent Representative

---

Date

I have the authority to bind the respondent.

# Appendix C – Pricing

## 1. Instructions on How to Provide Pricing

- (a) Respondents should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their quotations, or, if there is no table below, by completing the attached form and including it in their quotations.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Rates quoted by the respondent must be all-inclusive and must include all labour (including but not limited to salary, benefits and training) and material costs, all travel and carriage costs (including but not limited to accommodations, hospitality, incidents 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.

## 2. Evaluation of Pricing

The following document form the basis of this RFQ bid price:

- Appendix C – Bid Price Form;
- Appendix C - Bid Price Form - Breakdown (BT-68PS); and
- Supplementary Submission Form – Proposed Substitutions (if applicable).

**The low-price respondent will be determined based on the bid price provided on the Bid Price Form.** All costs are to be included in the bid price. Bid prices shall include all duty and custom charges. Bid prices shall be exclusive of Harmonized Sales Tax (HST). The amount of HST shall be shown as a separate item on all invoices.

## 3. Required Pricing Information

### SUBSTITUTIONS

Respondents shall note that products specified or shown on Drawings by brand name or catalogue number and/or by the name of the manufacturer or supplier shall form the basis of the Bid. Bids which are not submitted for the products specified in the Bid Documents may be considered non-compliant and may be rejected.

Respondents may submit a request that the Board consider substitute products. The Board will ONLY review substitution requests during the bidding period under the following conditions:

Requests must be received no later than nine (9) calendar days prior to the Submission Deadline.

Requests shall include all required technical information, organized and presented in an easily understandable format.

Requests shall clearly identify differences (if any) from specified products. Follow Specification description format utilized in the Bid Documents to facilitate comparison.

Requests shall also include a list of recent project references where the substitute product was utilized.

The Board reserves the right to accept or reject any or all proposed substitutions. Substitutions accepted by the Board will be confirmed by the issuance of an Addendum.

Respondents may also propose substitutions for products under the following conditions:

Submit a bid price on the Bid Price Form as per the products specified and/or shown on the Drawings and Specifications.

List proposed substitutions under “Proposed Substitutions” in the appropriate space designated for that purpose on the Supplementary Bid Form. Show the substitute products name and state the difference in bid price, if any, should the proposed substitution be accepted.

The Board reserves the right to accept or reject any or all of the proposed substitutions.

## **QUALITY BIDS**

In the event the Board does not receive a minimum of three (3) Bids, the Board may proceed with any of the following options:

- If in the opinion of the Board additional Bids could be received through a modified or adjusted RFQ process, Bids received may be returned unopened and a new RFQ process will be initiated.
- If in the opinion of the Board it is unlikely that additional Bids can be obtained or for other factors such as time, the Bids may be opened and evaluated.
- If in the opinion of the Board it is in its best interest to do so, the Board may abandon the RFQ entirely.

In the event the compliant lowest Bid received is above the Board’s Budget, the Board may proceed with any of the following options:

- Cancel the RFQ entirely and issue modified Bid Documents.

- If in the opinion of the Board it is unlikely that additional Bids could be received under Budget or for other factors such as time, the Board may, after approval from the Director of Education, enter negotiations with the lowest compliant respondent to reach an agreement which will be satisfactory to the Board and which will meet the original intent of the solicitation.
- If in the opinion of the Board it is in its best interest to do so, the Board may abandon the RFQ entirely.

## **ELECTRONIC SUBMISSIONS**

THERE IS NO COST TO SUBMITTING A BID ELECTRONICALLY.

Respondents must create a user account. Registration is only required the first time you submit a Bid. To register, use the below portal link and click on the “Login/Register” button found on the top right corner of the screen. Follow the on-screen instructions.

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

The maximum upload file size is 100 MB per file.

Do not embed any documents within your uploaded files, as they will not be accessible or evaluated. Documents should be in fixed form.

To upload your Bid, select the applicable project and follow the on-screen instructions. The required file quantities and file types (i.e. PDF or XLS) will be listed and a link to upload each document will be available.

Your Bid must be uploaded prior to the Bid submission date and time specified. It is strongly recommended that respondents allow sufficient time to complete the upload and submission procedures. It is recommended that the process being at least ONE (1) hour before the submission deadline.

Each document submitted is instantly sealed and will only be visible to the Board after the Bid Submission Date and Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

Once you finalize your Bid submission, you will receive an email confirmation receipt with a unique confirmation number.

Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to electronically submitting your Bid. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>.

Minimum system requirements: Google Chrome, or Mozilla Firefox. Javascript must be enabled.

## **BID PRICE FORM**

**Project:** 21-269 (ST0775-154) – Interior Renovation – ÉSP Rivière-Rideau

We hereby declare that we agree:

- To perform the work in compliance with the required completion schedule stated in the RFQ and without interruption until completion.
- There will be no public Bid opening. A summary of Bids received will be made available via Board's public purchasing portal website Bonfire (<https://francoachat.bonfirehub.ca>) within twenty-four (24) hours of the submission deadline. The summary will identify the name of each respondent and the Base Bid submitted only. The summary is supplied as information only and should not be relied upon until the Board has examined all bids for compliance and published an Award Notice.
- The Board shall not be responsible for any liabilities, costs, expenses, loss or damages incurred, sustained or suffered by a respondent prior to or subsequent to the submission deadline by reason of the Board's exercise of any of its rights pursuant to this RFQ, including its right to accept or reject any Bid, to disqualify any respondent that breaches the terms of this RFQ, to modify the terms of this RFQ, or to cancel this RFQ.
- The respondent, after receiving written notification from the Board of being awarded the Contract, and prior to the signing of the Contract, shall within five (5) business days provide the Board the required Performance Bond and Labour and Material Payment Bond in the amount equal to 50% of the total Contract Price.

Having examined all RFQ Documents and Addenda. Having visited the place of the work, investigated the site and examined all conditions, circumstances and limitations affecting the work, we hereby agree to, if selected, enter into a contract to perform the work required by the RFQ for the total stipulated bid price of:

\$ \_\_\_\_\_  
in Canadian funds, which price excludes Value added Taxes (H.S.T.).

We confirm that the above sum includes all other applicable taxes, royalties, custom duties, overhead and profit, insurance premiums surety bond premiums, cash allowances, contingency allowance (as listed below), and all other charges related to the work as described in the RFQ. The stipulated bid price is not subject to revisions due to changes in cost of labour, materials or other items. No allowance shall be made subsequently for any error or negligence on our part in formulating the bid price.

**CASH ALLOWANCES:** \$0

**CONTINGENCY ALLOWANCE:** \$0

The respondent proposes to use the following subcontractors with the portion to be performed by each as indicated, and no more than one subcontractor being proposed for any such portion. The respondent also declares that the following list is detailed and accurate and understands that no changes may be made without prior approval from the Board.

Trade:	Subcontractor name:

**SIGNATURES**

SIGNED AND SUBMITTED for and on behalf of:

---

NAME OF ORGANIZATION

---

SIGNATURE

---

DATE

## **Appendix D – RFQ Particulars**

### **A. The Deliverables**

The following documents form the basis of this RFQ and shall be included in the formulating of both the contract and contract price:

- Submission Form - Appendix B;
- Pricing / Bid Price Form – Appendix C;
- Supplementary Bid Form – Proposed Substitution (If applicable);
- Specifications (Appendix E);
- Drawings (Appendix F);
- Board’s Supplementary Conditions (Appendix G);
- Proper Invoice (Appendix H); and
- Addenda issued during bidding period.

### **B. Material Disclosures**

NA

### **C. Mandatory Submission Requirements**

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

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

#### **2. Pricing (Appendix C)**

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

#### **3. Other Mandatory Submission Requirements**

Each respondent, shall confirm their ability to provide the Performance Bond and Labour and Material Payment Bonds in the amount equal to 50% of the total bid price.

Bonds will be from a provider which has been assessed and approved by the Surety Association of Canada.

### **D. Mandatory Technical Requirements**

N/A

## **E. Pre-Conditions of Award**

### **PERFORMANCE SECURITY**

The successful respondent, after receiving written notification from the Owner of being awarded the Contract, and prior to the signing of the Contract, shall within five (5) business days provide the Owner the required Performance Bond and Labour and Material Payment Bond in the amount equal to 50% of the total Contract Price.

All Bonds will be in the form of an e-bond from a provider which has been assessed and approved by the Surety Association of Canada. A list of approved providers is available at the following

link: <http://www.suretycanada.com/en/ebonding/assessments.html>

### **INSURANCE**

At the time of entering into the agreement, the successful respondent shall maintain at his own expense, a policy of General Liability Insurance issued by an insurance company incorporated or licensed to conduct insurance business in the Province of Ontario during the entire agreement period.

The General Liability Insurance shall have limits of no less than five million dollars (\$5,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Board must be named as additional insured on the successful respondent's insurance policy. The insurance certificate must state that the Board will be advised within thirty (30) days of any changes or cancellation to the insurance policy.

In addition, the successful respondent shall maintain at their own expense the following insurance:

- a) For the successful respondent's vehicles owned or leased, third party liability insurance policy in the minimum amount of two million dollars (\$2,000,000).
- b) Insurance against any loss or damage to his or her property or machinery while on the Board property for this work.

The successful respondent shall provide the Board with proof of insurance within five (5) working days after being notified of being awarded the agreement.

Prior to the expiration date of the original policies, without notice or request by the Board, the successful respondent shall provide original signed Certificates or electronic equivalents thereof, evidencing renewals or replacements to the Board.

## **WSIB**

The successful respondent shall submit to the Board at the time of entering into the agreement, and every ninety (90) days thereafter a satisfactory Certificate of Clearance from the Ontario WSIB. Ontario WSIB Clearance Certificates and updates will continue to be retained by the Board. Such clearance certificates shall indicate that the successful respondent and any prior approved subcontractor(s) have complied with the requirements of the Ontario

WSIB and are in good standing on the books of the Ontario WSIB. The Board may, at any time during the performance or upon completion of the agreement, require a further declaration that all such contributions have been paid.

No payments to the successful respondent will be made by the Board where eligibility for Certificate of Clearance, issued by the WSIB, is not in good standing.

## **Appendix E – Specifications**

Please refer to the PDF file

# Appendix F – Drawings

Please refer to the PDF file

# **Appendix G – Board’s Supplementary Conditions**

Please refer to the PDF file

## **Appendix H – Proper Invoice**

Please refer to the PDF file