

2025-T-05

Request for Quotations

for

St. Joseph Catholic Elementary School New Universal Washroom

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PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Respondents

1.1.1 Invitation

This Request for Quotations (the "RFQ") is an invitation by the Peterborough Victoria Northumberland and Clarington Catholic District School Board (the "Board") to prospective respondents to submit quotations for **St. Joseph Catholic Elementary School New Universal Washroom,** as further described in Section A of the RFQ Particulars (Appendix B) (the "Deliverables").

The Board provides education to approximately 15,000 students in 30 elementary and six secondary school communities within an area of 10,000 square kilometres. That area includes the City of Peterborough, the County of Peterborough, the City of Kawartha Lakes, Northumberland County, and the Municipality of Clarington.

Board Mission: To accompany our students as we strive for excellence in Catholic education. We educate students in faith-filled, loving, safe, inclusive schools to develop the God-given abilities of each person.

Please refer to the following link for a map by municipality of all schools: <u>PVNCCDSB School</u> <u>Locations</u>

The Board is seeking bids for the New Universal Washroom at St. Joseph Catholic Elementary School, in Cobourg, Ontario including all associated work as described on the accompanying drawings and specifications.

Prequalified General Contractors

Bids will be accepted only from the following Prequalified General Contractors, who have been duly notified by the Board of their prequalification status. It is the responsibility of the General Contractors to retain all other competent sub-trades to complete the work specified herein.

Beavermead Construction (1991) Ltd. Carbon Contracting Inc Dalren Ltd Gay Contracting Ltd. Gerr Construction Ltd JJ McGuire General Contractors Inc. K Knudsen Construction Ltd Lakeland Multitrade Mortlock Construction Inc. MWV Construction and Engineering Ltd Peak Construction Group Ltd Pre-Eng Contracting Ltd **Quad Pro Construction Ltd** Renokrew Snyder Construction West Metro Contracting Inc WS Morgan Construction Ltd

1.1.2 Respondent Must Be Single Entity

The respondent must be a single legal entity that, if selected, intends to enter into the contract with the Board. If the quotation is being submitted jointly by two (2) or more separate entities, the quotation must identify only one (1) of those entities as the "respondent". The respondent will be responsible for the performance of the Deliverables.

1.1.3 Bidding System Registration

All respondents must have a vendor account with the Board's electronic bidding system at: <u>https://pvnccdsb.bidsandtenders.ca</u> and must be registered as a plan taker for this opportunity. This will enable the respondent to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their quotation electronically through the bidding system.

1.2 RFQ Contact

To contact the Board in relation to this RFQ, respondents must initiate the communication electronically through the bidding system. The Board will not accept any respondent's communications by any other means, except as specifically stated in this RFQ.

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

Krista Mather: Supervisor of Purchasing and Administrative Services kmather@pvnccdsb.on.ca

Respondents should only contact the RFQ Contact where specifically instructed to in this RFQ. All other communication in relation to this RFQ, up to and including the submission of the quotation, must be through the bidding system, as described above.

Respondents and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Board, 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 Contract for Deliverables

1.3.1 Type of Contract

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").

1.3.2 Term of Contract

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

1.4 RFQ Timetable

1.4.1 Key Dates

Issue Date of RFQ	March 3, 2025
Mandatory Site Meeting	March 10, 2025 at 11:00 AM local time
Deadline for Questions	March 20, 2025 at 3:00:00 PM local time
Deadline for Issuing Addenda	March 25, 2025
Submission Deadline	April 1, 2025 at 3:00:00 PM local time
Anticipated Execution of Agreement	April 21, 2025
On Site Construction Start Date	June 30, 2025
Occupancy Date	August 15, 2025
Substantial Performance of the Work Date	August 15, 2025
Ready-for-Takeover Date	September 15, 2025

The RFQ timetable is tentative only and may be changed by the Board at any time.

1.4.2 Mandatory Site Meeting

A Mandatory Site Meeting is scheduled for the date and time set out in the above timetable at the following location:

 St. Joseph Catholic Elementary School, 919 D'Arcy Street North, Cobourg, Ontario, K9A 4B4

Contractors are to meet outside the front entrance.

Attendance will be taken and noted by the Board. The meeting sign in sheet will be removed ten (10) minutes after the meeting start time. Bids received by respondents that did not attend, or signed in after the time specified will be rejected.

Appropriate identification documents, such as a company identification card, may be requested.

1.5 Submission Instructions

1.5.1 Submission of Quotations

Quotations must be submitted electronically through the bidding system at:

https://pvnccdsb.bidsandtenders.ca

Submissions by other methods will not be accepted.

In the event of any technical issues, respondents should contact the bidding system's technical support.

1.5.2 Quotations to Be Submitted on Time

Quotations must be finalized and fully uploaded in the bidding system on or before the Submission Deadline. The time of receipt of quotations shall be determined by the bidding system web clock. Late submissions will not be accepted by the bidding system and will be disqualified as late.

Respondents are cautioned that the timing of submission is based on when the quotation is received by the bidding system, not when a quotation is submitted by a respondent. As transmission can be delayed due to file transfer size, transmission speed, or other technical factors, respondents should plan to submit quotations well in advance of the Submission Deadline to avoid submitting late due to technical issues. Respondents submitting near the Submission Deadline do so at their own risk.

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

1.5.3 Quotations to Be Submitted in Prescribed Format

Quotation materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size.

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

1.5.4 Amendment of Quotations

Respondents may amend their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the amended quotation is received by the bidding system by the Submission Deadline.

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. Prior to the Submission Deadline, respondents may withdraw a submitted quotation through the bidding system. To withdraw a quotation after 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.

[End of Part 1]

PART 2 – EVALUATION AND AWARD

2.1 Stages of Evaluation

The Board 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 set out in Section C of the RFQ Particulars (Appendix B).

2.3 Stage II – Mandatory Technical Requirements

The Board will review the quotations to determine whether the mandatory technical requirements as set out in Section D of the RFQ Particulars (Appendix B) have been met. Questions or queries on the part of the Board 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. Quotations that fail to meet the mandatory technical requirements will be rejected

2.4 Stage III – Pricing

Stage III will consist of evaluating the submitted pricing of each qualified quotation in accordance with the price evaluation method set out in Section F of the RFQ Particulars (Appendix B). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a respondent's pricing appears to be abnormally low in relation to the Deliverables, the Board may require the respondent to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the respondent is unable to satisfactorily account for the abnormally low pricing, the Board may reject the quotation. The Board may also reject any quotation that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

2.5 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. The Board, however, reserves the right to award to a respondent other than the top-ranked respondent if it is in the best interest of the Board. In the event of a tie, the selected respondent will be determined by way of coin toss. 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 B), 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.

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

3.1.2 Quotations in English

All quotations are to be in English only.

3.1.3 No Incorporation by Reference

The entire content of the respondent's quotation should be submitted in a fixed format, 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 Past Performance

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

3.1.5 Information in RFQ Only an Estimate

The Board 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 the Board

The Board 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

The Board makes no guarantee of the value or volume of work to be assigned to the selected respondent. The contract with the selected respondent will not be an exclusive contract for the

provision of the described Deliverables. The Board 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 through the bidding system on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. The Board is under no obligation to provide additional information, and the Board is not responsible for any information provided by or obtained from any source other than the RFQ Contact or the bidding system. It is the responsibility of the respondent to seek clarification on any matter it considers to be unclear. The Board 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 the Board, 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 the Board.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

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

3.2.4 Verify, Clarify, and Supplement

When evaluating quotations, the Board 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. The Board 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 the Board and a respondent, the other respondents may be notified directly in writing and will be notified by public posting of the outcome of the procurement process.

3.3.2 Debriefing

Respondents may request a debriefing after receipt of a notification 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. The RFQ Contact will contact the respondent's representative

to schedule the debriefing. Debriefings may occur in person at the Board's location or by way of conference call or other remote meeting format as prescribed by the Board.

3.3.3 Procurement Protest Procedure

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

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

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

The Board will send an initial response to acknowledge receipt of the respondent's notice and indicate the date by which the Board will provide the respondent with a formal response.

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 the Board in the preparation of its quotation that is not available to other respondents;
 - (ii) having been involved in the development of the RFQ, including having provided advice or assistance in the development of the RFQ;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFQ;
 - (iv) 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
 - engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFQ process or render that process noncompetitive 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.

3.4.2 Disqualification for Conflict of Interest

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

An existing supplier of the Board may be precluded from participating in the RFQ process in instances where the Board has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

3.4.3 Disqualification for Prohibited Conduct

The Board may disqualify a respondent, rescind a notice of selection, or terminate a contract subsequently entered into if the Board 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 C).

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 selected respondent(s).

3.4.7 Illegal or Unethical Conduct

Respondents must not engage in any illegal business practices, including activities such as bidrigging, 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 the Board; 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 Supplier Suspension

The Board may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Board's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Board, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Board will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Board in making its final decision.

3.5 Confidential Information

3.5.1 Confidential Information of the Board

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

- (a) is the sole property of the Board 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 the Board; and
- (d) must be returned by the respondent to the Board immediately upon the request of the Board.

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 the Board. The confidentiality of such information will be maintained by the Board, 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 the Board 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 the Board 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 the Board and may result in an invitation by the Board 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 the Board 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 the Board to enter into an agreement for the Deliverables.

3.6.4 Cancellation

The Board 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 will not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

The Form of Agreement will be the CCDC 2-2020 Stipulated Price Contract, including the Supplementary Conditions & Amendments to the CCDC 2-2020 Stipulated Price Contract as provided in Appendix A.

APPENDIX B – RFQ PARTICULARS

A. THE DELIVERABLES

St. Joseph Catholic Elementary School New Universal Washroom: Drawings Attached herein as APPENDIX D

St. Joseph Catholic Elementary School New Universal Washroom: Specifications Attached herein as APPENDIX E

B. MATERIAL DISCLOSURES

Contract Performance

Respondents are advised that contract performance will be monitored and evaluated, and respondents may be suspended from future procurement opportunities for reasons of poor performance or unacceptable conduct in accordance with the Board's Vendor Suspension Protocol.

It is expected that the highest level of quality, skill and professionalism will be exercised over the duration of this contract. in the supply of equipment and the performance of the work. The Board may at any time:

- Request periodic progress reports;
- Inspect materials at any time:
- Monitor the progress of the work;
- Take samples;
- Access records during regular business hours with notice;
- Request removal of any individual from the work if the quality of the work is in question.

Asbestos

Prior to commencement of any work affecting the structure of any building, the successful respondent shall review the asbestos report for the building as made available at the building or through the Board's Facilities department. The successful respondent shall evaluate the potential presence of asbestos in the specific work zone. If asbestos is present, the Board's Health & Safety Department shall be notified immediately, and no work is to proceed until any materials containing asbestos have been dealt with in accordance with the Board's Asbestos Management Program.

Operation of Vehicles

All vehicles, including delivery or service vehicles must not enter or leave school grounds when students are in the area unless directed by or with permission of the school and/or administrative staff.

Drivers of motor vehicles shall not operate their vehicles beyond the designated parking areas unless permission is obtained from the school principal or an authorized official to locate and operate the vehicle elsewhere. Such vehicles shall be operated with due caution at all times while on school property.

Invoicing and Payment

A Purchase Order shall be generated and issued to the successful respondent for payment purposes. Invoices and billing statements shall be submitted directly to accounts@pvnccdsb.on.ca. Invoices must contain, at a minimum:

- Company name and address
- Invoice Date
- Location of where services/material were provided
- Period during which services/materials were supplied
- Description of services/materials supplied
- Amount payable for the described services/materials
- Payment terms
- Name, title, telephone number, and mailing address of payee
- Purchase order number

Workplace Safety and Insurance Board (WSIB) Requirements

It will be the responsibility of the successful respondent to be registered, up to date and eligible for clearance with WSIB at all times over the duration of the contract term. The Board will monitor the successful respondent's Clearance Certificate status using the WSIB Online Services website.

Payments to the successful respondent, including final payment, will not be made by the Board if eligibility for Certificate of Clearance issued by the WSIB is not in good standing.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix C)

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

2. Pricing

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

3. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

Quotations submitted must comply with the following:

- Respondents must be a Prequalified General Contractor as indicted in Part 1- Invitation and Submission Instructions.
- Respondents must have attended the Mandatory Site Meeting as indicted in Part 1 Invitation and Submission Instructions.

E. PRE-CONDITIONS OF AWARD

The selected respondent will be required to provide proof of the following documentation prior to the award of the Contract:

1. Bonding

The selected respondent must provide the following Bonds:

- **Performance Bond** in an amount equal to fifty percent (50%) of the Total Contract Price (excluding all applicable taxes)
- Labour & Material Payment Bond in an amount equal to fifty percent (50%) of the Total Contract Price (excluding all applicable taxes)

Bonds received must include the following:

- Be issued by reputable Bonding Companies, licensed to carry on business in Ontario. All bonds may be subject to the approval of the Board.
- Remain in force throughout the duration of the Contract and include a warranty period of one (1) year from the date of substantial performance.
- Be provided in an electronic, verifiable/enforceable digital (e-Bond) format.
- Be provided using the in the CCDC Standard Bond Forms, the Surety Association of Canada's Enhanced Bond Forms, or the most recent Ontario Provincial Standard Forms.
- Identify the the "Obligee" as "Peterborough Victoria Northumberland Clarington Catholic District School Board".

2. Insurance

A Certificate of Insurance to include the following policies listed under Appendix A -Supplementary Conditions & Amendments to the CCDC 2-2020 Stipulated Price Contract:

- .1 General Liability Insurance
- .2 Automobile Liability Insurance

3. WSIB Clearance

A WSIB Clearance Certificate showing the successful respondent's business is active and in good standing.

4. Contractor Notification and Acknowledgement Form

A signed copy of the form attached in Appendix E to show the successful bidder has received, read and understand the requirements of the Board's Asbestos Management Program.

F. PRICE EVALUATION METHOD

The Quotation will be awarded to the compliant respondent with the lowest total stipulated price.

Instructions on How to Provide Pricing

- (a) Respondents should submit their pricing information electronically within the bidding system.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (c) Unless otherwise indicated in the requested pricing information, rates quoted by the respondent must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) There is no reimbursement of any hospitality, incidental or food expenses.
- (e) In the bidding system note an asterisk (*) denotes a mandatory field. If the line item and/or table is non-mandatory and it is not being bid on, leave the item and/or table blank. Do not enter \$0.00 unless you are providing the line item at zero dollars to the Board.

Required Pricing Information

Respondents are required to complete **Pricing Form: Quotation Price** within the bidding system.

APPENDIX C – SUBMISSION FORM

Respondents should refer to the instructions attached to the solicitation for the Appendix C - Submission Form requirements and provide all required information in accordance with the instructions provided in the bidding system.

APPENDIX D - DRAWINGS

APPENDIX E - SPECIFICATIONS

APPENDIX F - ACM & DESIGNATED SUBSTANCES INSPECTIONS

APPENDIX G - ASBESTOS MANAGEMENT PROGRAM & CONTRACTOR NOTIFICATION & ACKNOWLEDGEMENT FORM

2025-T-05 - St. Joseph Catholic Elementary School New Universal Washroom

Opening Date: March 3, 2025 4:00 PM

Closing Date: April 1, 2025 3:00 PM

Schedule of Prices

Pricing Form: Quotation Price

Refer to bid document for instructions. Pricing should exclude HST.

Description	Unit of Measure	Price *
2025-T-05 St. Joseph Catholic Elementary School New Universal Washroom	Lump Sum	
	Subtotal:	

Summary Table

Bid Form	Amount
Pricing Form: Quotation Price	
HST (13%)	\$ 0.00
Total Contract Amount:	

Respondent Information Form (Appendix C)

Fill out the following form, naming one (1) person to be the respondent's contact for the RFQ process and for any clarifications or communication that might be necessary.

Description	Response *
Respondent's Full Legal Name of Business:	
Any Other Relevant Name under which Respondent Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Respondent Contact Name and Title:	
Respondent Contact Email:	
Respondent Contact Phone:	
Respondent's Business Website (if any):	
Communication with Competitors: List Names of, the nature of, and reasons for, such communications OR if not applicable enter N/A	

Submission Form(Appendix C)

1. 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 the Board and the respondent unless and until the Board and the respondent execute a written agreement for the Deliverables.

2. 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.

3. Non-Binding Pricing

The respondent has submitted its pricing in accordance with the instructions in the RFQ. 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.

4. Addenda

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

5. Communication with Competitors

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

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

(a) it has prepared its quotation independently from, and without consultation, communication, agreement, or arrangement with any competitor, including, but not limited to, consultation, communication, agreement, or arrangement regarding:

- i. prices;
- ii. methods, factors, or formulas used to calculate prices;
- iii. the quality, quantity, specifications, or delivery particulars of the Deliverables;
- iv. the intention or decision to submit, or not to submit, a quotation; or
- v. the submission of a quotation which does not meet the mandatory technical requirements or specifications of the RFQ; and

(b) it has not disclosed details of its quotation to any competitor and it will not disclose details of its quotation to any competitor prior to the notification of the outcome of the procurement process.

Disclosure of Communications with Competitors

If the respondent has communicated or intends to communicate with one (1) or more competitors about this RFQ or its quotation, the respondent, must disclose, in the Respondent Information Form, the names of those competitors and the nature of, and reasons for, such communications.

6. No Prohibited Conduct

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

7. 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 the Board to the advisers retained by the Board to advise or assist with the RFQ process, including with respect to the evaluation of this quotation.

■ I/WE agree to be bound by the terms and conditions contained in the Bid Document and any applicable Addenda, and the person named below has the authority to submit this bid on behalf of the Bidder.

Conflict of Interest

You must declare all potential Conflicts of Interest, as defined in Section 3.4.1 of the solicitation document. 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 bid; **AND** (b) were employees of the Board within twelve (12) months prior to the Submission Deadline.

If the box below is checked "**No**", you will be deemed to declare that (a) there was no Conflict of Interest in preparing your bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

If the box below is checked "**Yes**" you declare that there is an actual or potential Conflict of Interest relating to the preparation of your bid, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Yes No

You acknowledge and agree that the addenda below form part of the solicitation document. Check the box in the column "I have reviewed the below addendum and attachments" to acknowledge you have reviewed each addendum and attachments.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		