



**Request for Quotations**  
**For**  
**Caledon Central Public School Interior Doors Replacement**

Request for Quotations No.: **RFQMA24-5130**

Issued: **January 30, 2024**

Submission Deadline: **February 14, 2024, at 3:00 p.m. 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 Peel District School Board (“the Board”) to a group of pre-qualified respondents to submit non-binding quotations for **Caledon Central Public School Interior Doors Replacement** as further described in Section of the RFQ Particulars (Appendix D) (the “Deliverables”).

## 1.2 RFQ Contact

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

**John Marinescu**

Email: [john.marinescu@peelsb.com](mailto:john.marinescu@peelsb.com)

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 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 Board’s intention to enter into a contract with one (1) legal entity. The term of the contract is to be for a period starting **March 10, 2025 to August 29, 2025**.

## 1.4 Timetable

Issue Date of RFQ	January 30, 2025
Recommend Site Visit	Feb 5, 2025 <b>Caledon Central Public School</b> <i>at 10:30 A.M, 18357 Kennedy Rd, Caledon Village, ON L7K 1Y7</i> All potential Respondents to meet at the front entrance and await direction from the Board representative(s).
Deadline for Questions	Feb 6, 2025, 4:00 PM local time All questions must be submitted through Opportunity Q&A in Bonfire. See section 3.2.1 for details.
Deadline for Issuing Addenda	Feb 7, 2025, 4:00 PM local time
Rectification Period	2 Business Days
Submission Deadline	February 14, 2025, 3:00 PM local time
Anticipated Execution of Agreement	February, 2024

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

## **1.5 Submission of Quotations**

### **1.5.1 Quotations to be Submitted at Prescribed Location**

The Board will use the BonfireHub portal to accept and evaluate quotes digitally for this Request for Quote.

Please contact Bonfire at [support@gobonfire.com](mailto:support@gobonfire.com) for questions related to the uploading of your submission.

**Upload your Submission at: <https://peelsb.bonfirehub.ca/projects/87695/details>**

Your Submission must be uploaded prior to the Submission Deadline established for this Quote.

- (a) Uploading large documents may take significant time, depending on the size of the file(s) and Respondent's internet connection speed.
- (b) Onus and responsibility rests solely with the Respondent to deliver its Quote as indicated in the details on or before the Submission Deadline. The Board does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk. Submissions shall be deemed to be received once they enter into the Bonfire system and a confirming email is returned to the submitting party. Respondent will receive an email from Bonfire with a unique confirmation receipt once they finalize their submission.
- (c) Only the number of files indicated in the Bidding System can be uploaded for each Requested Document. If an uploaded document(s) needs to be changed, the Respondent will need to first delete the old file before re-uploading a new file.
- (d) Respondent should not embed any documents within uploaded files as they will not be accessible.
- (e) Each submission file uploaded is instantly sealed and will only be visible after the closing date and time.
- (f) Each file has a maximum size of 1000MB. Any requested documents exceeding this limit will not be accepted by Bonfire.
- (g) Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled and Adobe Flash Player version 9+ installed.
- (h) There is no cost to the Respondent for uploading submission on Bonfire

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

Quotations must be submitted on or before the Submission Deadline. Quotations submitted after the Submission Deadline will not be accepted. Respondents are advised to make submissions

well before the deadline. Respondents making submissions near the deadline do so at their own risk.

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

All respondents shall have a Bidding System vendor account and be registered as a plan taker for this opportunity, which will enable the respondent to download the solicitation document, to receive addenda email notifications, download addenda and submit their quotations electronically through the Bidding System.

Respondents are cautioned that the timing of their 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.

For the above reasons, the Board recommends that respondents allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Board's Bidding System web clock.

Respondents should contact the RFQ Contact at least twenty-four hours prior to deadline if they encounter any problems. The Bidding System will send a confirmation email to the respondent advising when the quotation was submitted successfully. If respondents do not receive a confirmation email, they should contact the RFQ Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a respondent has obtained this solicitation document from a third party, the onus is on the respondent to create a Bidding System Vendor account and register as a plan taker for the opportunity at <https://peelsb.bonfirehub.ca>.

### **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**

Respondents may withdraw their quotations prior to the Submission Deadline. However, the respondent is solely responsible for ensuring that the withdrawn quotation is withdrawn through the Bidding System by the Submission Deadline.

[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 proposals comply with all of the mandatory submission requirements. If a proposal fails to satisfy all of the mandatory submission requirements, the Board will issue the proponent a rectification notice identifying the deficiencies and providing the proponent an opportunity to rectify the deficiencies. If the proponent fails to satisfy the mandatory submission requirements within the Rectification Period, its proposal will be rejected. The Rectification Period will begin to run from the date and time that the Board issues a rectification notice to the proponent. The mandatory submission requirements are set out in Section C of the RFP Particulars (Appendix D).

### **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 D) 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.

### **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, the selected respondent will be determined by way of best and final offer. 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**

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 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, the Board may include information provided by the respondent's references and may also 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 successful 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 to or seek additional information from the RFQ Contact on or before the Deadline for Questions. All questions and communications by respondents may only be sent through the Opportunity Q&A in the Bonfire Portal. The Board will not answer any questions submitted by any other means. The Board will provide answers to any questions through the Bonfire Portal only.

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. It is the responsibility of the respondent to seek clarification from the RFQ Contact 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. 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 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, 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). 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 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 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.

### **3.3.3 Procurement Protest Procedure**

If a respondent wishes to challenge the RFQ process, it should provide written notice within 10 days of debriefing to the RFQ Contact in accordance with the Board's procurement protest procedures 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. The Board will respond in accordance with Section 14 of its Procurement Regulations.

## **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) 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.

### **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.

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

The Board may disqualify a respondent, rescind 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 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 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 Past Performance or Past Conduct**

The Board may prohibit a Respondent (or any individual that owns, controls, operates, manages or directs the Respondent) 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 Respondent to honour its submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest;
- (d) litigation history.

### **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 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):

- (i) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (j) 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
- (k) 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

Appendix A consists of:

- Appendix A1 - PDSB Standard Terms and Conditions
- Appendix A2 - General Conditions

The PDF files for both documents are available for download on the Bonfire™ Bidding System Website under **RFQMA24-5130** at <https://peelsb.bonfirehub.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 the Board and the respondent unless and until the Board 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 bidder agrees that it is the bidder’s responsibility to obtain all addenda issued by the Board in the Board Bidding System Bonfire portal. The bidder hereby confirms it has received and accepted all addenda issued by the Board for the RFQ and its pricing assumptions and rate calculations has taken into consideration all the addenda for the RFQ.

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

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
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 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) Price ranges will not be accepted. All rates must be rounded to two (2) decimal places. Partial bids are not permitted. If an item is no charge or \$0.00 respondent shall indicate “0”.
- (e) Additional work formally approved by the Board will be based on hourly rates. Hourly rates to apply to work completed during regular business hours, after hours, weekends and/or statutory holidays. No other charges to apply. HST is extra.

### 2. Evaluation of Pricing

- (a) The total for **Appendix 1 – Rate Bid Form** will be used for evaluation.
- (b) **Appendix 2 – Supplementary Bid** will not to be evaluated.

### 3. Required Pricing Information

- **APPENDIX 1 – RATE BID FORM** (Bid Table **BT-78JO** in Bonfire Bidding System)
- **APPENDIX 2 – SUPPLEMENTARY BID** (Questionnaire **Q-27FL** in Bonfire Bidding System)

## **APPENDIX D – RFQ PARTICULARS**

### **A. THE DELIVERABLES**

#### **1. Caledon Central Public School Interior Doors Replacement**

The provision of the Deliverables will be governed by the terms and conditions set out in Appendix A – Form of Agreement and Appendix G, Specifications and Drawings

#### **2. CONTRACTOR ASBESTOS AWARENESS TRAINING**

All contractor's employees and staff, including subcontractors where applicable, who will work at any PDSB facilities are required to complete the Contractor Asbestos Awareness Training at Contractor Asbestos Awareness Training Video Link : [https://drive.google.com/file/d/1dpmv5apl3CmlF-tp\\_-NMtyx-0Lg54-JP/view](https://drive.google.com/file/d/1dpmv5apl3CmlF-tp_-NMtyx-0Lg54-JP/view) prior to beginning of the work at the Board. It is the contractor's responsibility to ensure that all their personnel receive this training in a timely manner and all training records, if applicable, are kept on file and are available upon Board request.

### **B. MATERIAL DISCLOSURES**

**1. The Total Estimated Contract Value:** \$325,000.00.

#### **2. AWARDING OF WORK**

The Board reserves the right to award contractors only the amount of work to which the Board is confident can be completed on schedule by the successful Respondent. In order to expedite the completion of work within the Term of Contract, the Board may distribute awards from bids at its sole and unfettered discretion. The decision of the Board will be final.

#### **3. HAZARDOUS BUILDING MATERIALS**

Hazardous building materials may be present in the vicinity. Please view the assessment and required abatement work located in Appendix G – Specifications and Drawings.

#### **4. SAMPLES**

Samples, when required, must be submitted strictly in accordance with instructions. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Respondent requires their return, provided they have not been used or made useless by tests. Samples will be held at Respondent's risk and subject to the Respondent's expense.

#### **5. RFQ DOCUMENT AND BONFIRE SYSTEM**

If the word "Contract" is found in sections of the specifications and drawings it shall mean after the award of a contract to the successful respondent.

A respondent may not make any changes to any of the forms. Any submission containing any such changes, whether on the face of the form or elsewhere may result in the non-consideration of your submission.

## **6. PERFORMANCE SURETY OR AGREEMENT TO BOND**

If the total value of the bid per location excluding all applicable taxes is less than \$500,000.00 then a Performance Surety is required. If greater than \$500,000.00 bonding is required. Refer to Pre-Conditions of Award for details.

## **7. FACILITY KEY(S) DEPOSIT**

Pursuant to Maintenance Services Department General Conditions Section 01000, all facility key(s) will be issued by Maintenance Services Department to the successful general contractor following the receipt of facility key deposit(s) issued by the successful general contractor. Upon completion of project work and/or the end of term of the contract, all applicable facility key deposit(s) will be returned by the Board to the successful general contractor in the form of direct deposit. Facility key deposit(s) issued by sub-contractor(s) will not be accepted by the Board.

## **8. PRICING MARK-UP**

The total mark-up to the Board for any approved materials is not to exceed 10% of the net cost of materials. The Board reserves the right to audit the cost by requesting copies of invoices for the materials purchased by the selected respondent(s). In addition, the Board reserves the right to source, purchase, and supply materials to the selected respondent(s) for any work awarded under this bid.

The total mark-up to the Board for any services is not to exceed 15% of the net cost of labour (10% for overhead and 5% for profit) regardless of whether the labour is provided by the selected respondent or its subcontractors. The Board reserves the right to audit the cost by requesting copies of invoices for labour provided either by the respondent or its subcontractors.

## **9. PRICING TO REMAIN FIRM**

Prices are to remain firm for the initial contract term upon the execution of the written contract as the result of the RFQ.

## **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 Rate Bid Form - Appendix 1 (Bid Table BT-78JO in the Bonfire Bidding System)**

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

### **3. Supplementary Bid – Appendix 2 – (Questionnaire Q-27FL in the Bonfire Bidding System) – Not to be evaluated.**

Each quotation must include above mentioned questionnaire.

#### **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

#### **E. PRE-CONDITIONS OF AWARD**

Respondent under consideration must provide the following information within (7) seven calendar days of notification or as otherwise agreed by the Board:

##### **a) INSURANCE**

The Respondent shall provide Commercial General Liability insurance coverage and Third Party Liability insurance coverage for both owned and non-owned motor vehicles in accordance to the Board's Standard Terms and Conditions – Form of Agreement under Appendix A.

##### **b) WORKPLACE SAFETY AND INSURANCE BOARD (WSIB)**

The Respondent shall provide proof of WSIB coverage in accordance to the Board's Standard Terms and Conditions – Form of Agreement under Appendix A.

##### **c) AGREEMENT TO BOND (If project is greater than \$500,000)**

Agreement to Bond from an approved bonding company for a 50% performance bond and a 50% labour and material bond, all in accordance with Appendix F (Bonding).

The respondent agrees that on completion of the work the Performance Bond shall remain in force as a Maintenance Bond for a period of one (1) year from the date of acceptance of the building by the Board. It shall form a guarantee of workmanship and materials for the one (1) year period.

The latest editions of Forms 31 (Labour and Material Bond) and Form 32 (Performance Bond) are to be used for the bond.

##### **d) PERFORMANCE SURETY (If project is less than \$500,000)**

The Performance Surety requirement from the successful Respondent will be in the amount of 10% of the dollar award excluding all applicable taxes.

The successful Respondent will secure an original Irrevocable Letter of Credit or a Certified Cheque or Money Order or Bank Draft payable to Peel District School Board, which has been issued by a Canadian Chartered Bank or Trust Company, in the appropriate amount. If the Irrevocable Letter of Credit is the vehicle chosen for the Performance Surety, it must be identical to the form as presented in this RFQ document, Appendix E attached. The Performance Surety, either an Irrevocable Letter of Credit or a Certified Cheque, Money Order or Bank Draft will be deposited with and held by the Board prior to the commencement

of the contract. The Performance Surety may be drawn on by the Board at any time to secure the due performance and observation of the contract; the payment of all claims, liabilities and obligations incurred by the successful Respondent during the performance of the contract. Such Performance Surety will not be released until sixty (60) days after substantial performance of the contract and the full discharge of all claims, liabilities and obligations incurred by the successful Respondent during the performance of this contract. The successful Respondent further covenants and agrees that, where the contract has been terminated or cancelled by virtue of the successful Respondent's default, the said Performance Surety will not be revoked or cancelled, and the Board may draw from the Performance Surety to compensate for such damages, losses or expenses incurred, or to be incurred, for which the Board may not be otherwise liable. Should the said damages, losses or expenses be in excess of the amounts drawn, the successful Respondent shall be liable to the Board for such excesses.

The Performance Surety is to guarantee that the successful Respondent will complete the contract in a proper and satisfactory manner in accordance with the terms and conditions of the RFQ and must be presented by the successful Respondent to the Board as requested at the time of the award. Failure to provide the proper surety may result in the rescission of the Board's notice of selection. No interest will be either charged or retained by or to the Board in relation to the Performance Surety.

## APPENDIX E – LETTER OF CREDIT

(BANK) \_\_\_\_\_ NO. \_\_\_\_\_

(BRANCH) \_\_\_\_\_ (DATE) \_\_\_\_\_

TO:

WE HEREBY AUTHORIZE YOU TO DRAW ON (BANK)  
FOR ACCOUNT OF  
UP TO AN AGGREGATE AMOUNT OF  
AVAILABLE BY DRAFTS AT SIGHT  
GUARANTEE AS FOLLOWS:

Pursuant to the request of our customer, \_\_\_\_\_  
we, (Bank) \_\_\_\_\_ hereby establish and give to  
you an Irrevocable Letter of Credit in your favour in the total amount of \$ \_\_\_\_\_ which may be  
drawn on by you at any time and from time to time upon written demand for payment made upon us by you, which  
demand we shall honour without enquiring whether you have a right as between yourself and our said customer to  
make such demand and without recognizing any claim of our said customer.

PROVIDED, however, that you are to deliver to (Bank) \_\_\_\_\_  
at such time as a written demand for payment is made upon us, a certificate signed by the Associate Director of  
Corporate Services of The Peel District School Board agreeing and/or confirming that monies drawn pursuant to this  
Letter of Credit are to be and/or have been expended pursuant to obligations incurred or to be incurred by you with  
reference to (description of services or projects) \_\_\_\_\_

This Letter of Credit shall commence on \_\_\_\_\_ and shall expire on \_\_\_\_\_  
\_\_\_\_\_ subject to the conditions of automatic extension, as set out herein.

IT IS A CONDITION of this Letter of Credit that it shall be automatically extended without amendment for one year  
from the expiry date, and thereafter from year to year unless sixty days prior to the present or future expiry date we  
shall notify the Associate Director of Operational Support Services of The Peel District School Board in writing that we  
elect not to consider this Letter of Credit renewed for any such additional period. Upon receipt by you of such notice;  
you may draw hereunder by means of your demand accompanied by your written certification that the amounts drawn  
will be retained and used by you to meet obligations incurred or to be incurred by you in connection with (description  
of services or projects) \_\_\_\_\_.

THE DRAFTS DRAWN UNDER THIS CREDIT ARE TO BE ENDORSED HEREON AND SHALL STATE ON THEIR  
FACE THAT THEY ARE DRAWN UNDER (BANK) \_\_\_\_\_  
(BRANCH) \_\_\_\_\_ LETTER OF CREDIT NO. \_\_\_\_\_  
(DATE) \_\_\_\_\_

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS OF THE BILLS DRAWN IN COMPLIANCE WITH THE  
TERMS OF THIS CREDIT THAT THE BILLS SHALL BE DULY HONOURED UPON PRESENTATION AT THE  
DRAWEE BANK.

\_\_\_\_\_  
(Accountant)

\_\_\_\_\_  
(Manager)

## APPENDIX F - BONDING

1. The Contractor, after receiving written notification from the Board representative *or where the Contract Price exceeds \$500,000*, shall furnish and deliver to the Board within ten (10) days of such notification, and/or prior to the signing of the Contract: (1) a *Labour and Material Bond, with a coverage limit of at least 50% of the Contract Price, which extends its protection to any Subcontractors supplying labour and materials to the Work*; and (2) a *Performance Bond, with a coverage limit of at least 50% of the Contract Price*, and guaranteeing the faithful performance of the Contract in accordance with the Contract Documents including the requirements of **WARRANTY** and the payment of all obligations incurred in the event of the Contractor's default. Obligations incurred in the event of the Contractor's default shall include, but not be necessarily limited to the following:
2. The payment of all legal, accounting, architectural, engineering and other Consultants' expenses incurred by the Board in determining the extent of the Work executed, and any additional work required as a result of the interruption of the Work, and
3. The payment of additional expenses to the Board in the form of watchmen's services, light, heat, power, etc., payable over the period between the default of the Contract and the commencement of the Work under the terms of this Contract Requirement.
4. Without limiting the foregoing in any way, the Performance Bond shall indemnify and hold harmless the Board from and against any and all costs and expenses (including legal and architectural services and court costs) arising out of or as a consequence of any default of the Contractor under the Contract.
5. The Bonds shall be in the most recent form approved by the Canadian Construction Association modified as may be necessary to incorporate the requirements stated herein. For the amount of the Bonds, refer to the **MATERIAL DISCLOSURES** section of RFQ document.
6. The Contractor shall be responsible for notifying the surety company of any changes made to the Contract during the course of construction.
7. The premiums for all Bonds called for in the RFQ shall be included in the Contract Price.
8. Should the Board require provisions of any additional Bonds by the Contractor after the receipt of RFQ for the Work, the Contract Price shall be increased by all costs attributed to providing such Bonds. The Contractor shall promptly provide the Board through the Consultant, with any such Bonds that may be required.
9. The Bonds required hereunder must be issued by an insurer licensed under the Insurance Act to write surety and fidelity insurance and be approved by the Board.