



Request for Proposals

Contractors for Job Order Contracting Program - Ontario

Solicitation No.: **CAN 2024-019**

Issued: **2024-10-15**

Submission Deadline: **Displayed on Canoe's Procurement Portal**

**Non-Mandatory Pre-Proposal Conference Via Zoom
Thursday October 31, 2024 @ 10:00 AM EDT**

To register: <https://gordian.zoom.us/meeting/register/tZUsf-usrjkqGtaCZE4estELC6thGcwj4Vut>

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PART A – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Contractors

1.1.1 Invitation

Canoe Procurement Group of Canada ("Canoe") on behalf of its current and future members in Ontario invites submissions for this Request for Proposals ("RFP") to establish a Job Order Contracting (JOC) Program for Ontario. This program is designed for use by Members within Ontario for various projects, including construction, and the repair, alteration, modernization, or renovation of buildings, structures, or other real property.

Canoe's intent with its JOC Ontario Program is to provide flexibility and opportunities for various types and sizes of Contractors to participate in order to meet its Members's diverse needs.

Canoe is seeking responses from general contractors and specialists in electrical, civil, roofing, mechanical fields among others. Successful Contractors will have the opportunity to enter into a contractual agreement with Canoe to provide the specified deliverables to both current and future Members across Ontario.

Awarded contractors will furnish management, labor, materials, equipment and incidental design support needed to perform the work. Further details on the Job Order Contracting (JOC) program can be found in PART B - RFP Particulars (the "Deliverables").

1.1.2 About Canoe Procurement Group of Canada

CANOE is the lead agency and procurement authority in a group of partners representing MASH, public sector, and not-for-profit entities across Canada. CANOE is a trade name of the Rural Municipalities of Alberta (RMA), a public entity incorporated in 1923 [by Alberta legislation](#) who has been executing Group Procurement on behalf of its members for 100 years. CANOE is registered in a number of provinces and territories across Canada. On behalf of its partner organizations, CANOE facilitates a competitive solicitation and contracting process on behalf of and based on the needs of itself and Members. This process results in regional and/or national compliant procurement contract solutions with various Contractors of products, equipment and services which current and future Members can utilize.

CANOE is governed by publicly elected officials that serve as the RMA Board of Directors. RMA's Board of Directors oversee and authorize the calls for all new proposals and holds those resulting contracts for the benefit of its own and Members' use.

CANOE currently serves over 5500 in Canada and 700 Members in Ontario. Both membership and utilization of CANOE contracts continue to expand, due in part to the increasing acceptance of cooperative purchasing throughout the government and education of communities nationally. CANOE is currently partnered with the following Ontario Provincial counterpart:

Province/Territory	Association
Ontario	Local Authority Services ("LAS")

In addition, the resulting contracts from this RFP can be used by:

- Non taxable / non for-profit entities
- Indigenous self-governing bodies;
- Airport authorities;
- Publicly funded school boards, academic, health, and social service agencies;
- Cities, their agencies, commissions, transit, housing authorities;
- Federal agencies, Ontario provincial government, and;
- Crown corporations, government enterprises, government agencies and other entities that are owned or controlled by these entities through ownership interest.

For a list of current and future CANOE members, as well as the current members of the provincial associations represented in this RFP, and other entities represented in this RFP see <https://canoeprocurement.ca/canoe-current-future-members/> .

1.1.3 Use of Canoe Contracts

Members typically access contracted services through a purchase order issued directly to the awarded Contractor. A Member may request additional terms or conditions related to a purchase and use a participating addendum or purchase order. Use of Canoe contracts is voluntary, and Members retain the right to obtain similar services from other sources.

1.1.4 Public notice of opportunities

Canoe broadly publishes public notice of all solicitation opportunities, including this RFP on the following websites:

- www.purchasingconnection.ca
- www.merx.com
- <https://canadabuys.canada.ca/en>
- <https://canoe.bidsandtenders.ca/Module/Tenders/en>

1.1.5 Contractor Must Be Single Entity

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

1.1.6 Procurement Portal Registration

All Contractors must have a vendor account with Canoe’s electronic Procurement Portal at: <https://canoe.bidsandtenders.ca/> and must be registered as a plan taker for this opportunity. This will enable the Contractor to download the solicitation document, to ask questions, to receive addenda email notifications, download addenda, and submit their proposal electronically through the Procurement Portal.

1.2 RFP Contact and Communication

To contact Canoe in relation to this RFP, Contractors must initiate the communication electronically through the Procurement Portal. Canoe will not accept any Contractor's communications by any other means, except as specifically stated in this RFP.

All communication in relation to this RFP, up to and including the submission of the proposal, must be through the Procurement Portal, as described above.

Contractors and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of Canoe, Gordian, other than the RFP Contact, concerning matters regarding this RFP. Failure to adhere to this rule may result in the disqualification of the Contractor and the rejection of the Contractor's proposal.

1.3 Proponents to Review RFP

Proponents should promptly examine all of the documents comprising this RFP and may direct questions or seek additional information in writing through the procurement portal on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. Canoe is under no obligation to provide additional information, and Canoe is not responsible for any information provided by or obtained from any source other than the RFP Contact or the Procurement Portal. It is the responsibility of the proponent to seek clarification on any matter it considers to be unclear. Canoe is not responsible for any misunderstanding on the part of the proponent concerning this RFP or its process.

Any Questions regarding this RFP must also be submitted through the Procurement Portal.

1.4 All New Information to Proponents by Way of Addenda

This RFP may be amended only by addendum in accordance with this section. If Canoe, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all proponents by addendum posted in the procurement portal. Each addendum forms an integral part of this RFP and may contain important information, including significant changes to this RFP. Proponents are responsible for obtaining all addenda issued by Canoe.

1.5 Post-Deadline Addenda and Extension of Submission Deadline

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

1.6 Verify, Clarify, and Supplement

When evaluating proposals, Canoe may request further information from the contractors or third parties in order to verify, clarify, or supplement the information provided in the proponent's proposal including the adjustment factors. Canoe may revisit, re-evaluate, and rescore the proponent's response or ranking on the basis of any such information.

1.7 Contract for Deliverables

1.7.1 Type of Contract

The selected Contractor(s) will be requested to enter into direct contract negotiations to finalize an agreement with Canoe for the provision of the Deliverables. The terms and conditions found in the Form of Agreement Part F – Draft Master JOC Agreement are to form the basis for commencing negotiations between Canoe and the selected Contractor(s).

The selected Contractor(s) will be requested to enter into a Contract with Canoe for the provision of the Deliverables.

Upon conclusion of this RFP process, Canoe intends to award multiple Job Order Contracts to the lowest priced, compliant qualified Contractors for each discipline in each designated region across Ontario.

It is the intent of Canoe to award multiple contracts to responsive contractors offering the best value based on scoring criteria as identified in Part B – RFP Particulars. The anticipated number of contracts to be awarded by geographical region and contract type are reflected in the tables below:

Contractor Type	Region 1 - East	Region 2 - East Central	Region 3 - North Central	Region 4 - Toronto	Region 5 - Niagara Peninsula	Region 6 - West Central	Region 7 - Southwest
General Construction	6	5	5	8	6	5	5
Mechanical	3	3	3	4	3	3	3
Plumbing	3	3	3	4	3	3	3
Electrical	3	3	3	4	3	3	3
Site/civil	3	3	3	4	3	3	3
Roof and Weatherproofing	3	3	3	4	3	3	3
Others	unlimited	unlimited	unlimited	unlimited	unlimited	unlimited	unlimited

Canoe may decide to award to additional contractors based on operational requirements of its Members.

1.7.2 Term of Contract

The initial term of agreement will be for a three-year term; subject to favorable annual performance evaluations based on the successful completion of services. Canoe, in its sole discretion and option, reserves the right to extend the agreement with the successful Contractor(s), to which the total contract term, including all extensions, will not exceed 5 years.

At any time before the expiry of the agreement, Canoe may decide to invite additional Contractors to the existing pool of qualified Contractors to one or more region(s) before the end of the term based on operational requirements by issuing a public request for proposal on its Procurement Portal.

Qualified Contractors with an existing JOC agreement for Canoe's JOC Ontario program will not need to reapply for the region(s) included in their agreement.

1.8 RFP Timetable

1.8.1 Key Dates

Issue Date of RFP	October 15, 2024
Pre-proposal Conference	October 31, 2024
Deadline for Questions <i>Canoe May not answer questions received after the deadline.</i>	November 07, 2024
Deadline for Issuing Addenda	72 hours prior to Submission Deadline
Submission Deadline	November 21, 2024
Rectification Period	3 business days if required
Anticipated Execution of Agreement	January 1, 2025

The RFP timetable is tentative only and may be changed by Canoe at any time. Please check the procurement portal and any addendums for updates to the proposed Key Dates. For greater clarity, business days means all days that Canoe is open for business.

1.8.2 Non-Mandatory Pre-Proposal Conference

Canoe will hold a non-mandatory virtual pre-proposal conference to allow Contractors to ask questions regarding this RFP. Canoe will answer all questions by issuing an addenda in its Procurement Portal. Attendance is optional but highly encouraged.

Canoe strongly advises Contractors to bring their team members who will be involved in the preparation of the response in Canoe's Procurement Portal.

Non-Mandatory Pre-Proposal Conference for Ontario JOC Program Via Zoom Thursday October 31, 2024 @ 10:00 AM EDT

Use the following link to register:

<https://gordian.zoom.us/meeting/register/tZUsf-usrjqGtaCZE4estELC6thGcwj4Vut>

Canoe will provide a recording of the meeting on its procurement portal after the pre-proposal conference.

1.9 Submission Instructions

1.9.1 Submission of Proposals

Proposals must be submitted electronically through the Procurement Portal at:

<https://canoe.bidsandtenders.ca/Module/Tenders/en>

Submissions by other methods will not be accepted. In the event of any technical issues, Contractors should contact the Procurement Portal's technical support.

Contractors can submit for 1 or more contractor type. Contractors wanting to submit for more than 1 contractor type can do so by submitting 1 individual proposal for each in Canoe's procurement portal.

1.9.2 Proposals to Be Submitted on Time

Proposals must be finalized and fully uploaded in the Procurement Portal on or before the Submission Deadline. The time of receipt of proposals shall be determined by the Procurement Portal web clock. Late submissions will not be accepted by the Procurement Portal.

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

The Procurement Portal will send a confirmation email to the Contractor advising when the proposal was submitted successfully. If you do not receive a confirmation email, contact the Procurement Portal's technical support immediately.

1.9.3 Proposals to Be Submitted in Prescribed Format

Contractors must submit their sealed CCDC 11 form and specification questionnaires directly into Canoe's Procurement Portal. Proposal materials should be prepared and submitted in accordance with the instructions in the Procurement Portal, including any maximum upload file size.

Documents should not be embedded within uploaded files, or referred to into the specification questionnaires by using "*see attached*" as the information may not be accessible or evaluated.

1.9.4 Amendment of Proposals

Contractors may amend their proposals directly into the Procurement Portal prior to the Submission Deadline. However, the Contractor is solely responsible for ensuring that the amended proposal is received by the Procurement Portal by the Submission Deadline.

1.9.5 Withdrawal of Proposals

At any time throughout the RFP process until the execution of a written agreement for provision of the Deliverables, a Contractor may withdraw a submitted proposal. Prior to the Submission Deadline, Contractors may withdraw a submitted proposal through the Procurement Portal. To withdraw a proposal after the Submission Deadline, a notice of withdrawal must be sent to the RFP Contact and must be signed by an authorized representative of the Contractor.

[End of Part A]

PART B – RFP PARTICULARS

A. THE “DELIVERABLES”

1. Requested Services

The purpose of this RFP is for Canoe to qualify contractors to qualify to deliver its Job Order Contracting program in Ontario.

Canoe's intent with its Ontario Program is to provide flexibility and opportunities for various types and sizes of Contractors to participate in order to meet its Members's diverse needs.

Job Order Contracting Background:

Canoe issued a Request for Proposal in October 2023 for JOC service providers, and as a result, retained the services of The Gordian Group, Inc. (“Gordian”) to develop, implement, and support a JOC program for its current and future Members.

In this role, Gordian provides support in the administration of the program to both Members and Contractors in accessing the JOC program, including:

- preparing Construction Task Catalogs and related technical specifications;
- providing information management systems and licenses to Contractors;
- providing training to Contractors;
- administering fee collection
- providing consulting services, and;
- assisting Members and Contractors with proposal package or work order development.

Job Order Contracting Overview:

A Job Order Contract is an indefinite delivery indefinite quantity contract that allows many projects (in various regions in Ontario) to be completed through a competitively-awarded Agreement. This single-solicitation process enables projects to start faster and creates non-adversarial relationships between Members and the Contractors that result in higher quality work. The Master JOC Agreement includes a Construction Task Catalog® (CTC) which contains construction tasks with pre-set Unit Prices. All Unit Prices are based on local labour, material and equipment prices, and are for the direct cost of construction.

The CTC Unit Prices will be reviewed and updated annually over the term of the Agreement on the anniversary date of the agreement.

2. Utilisation of the contract – Canoe members

Canoe Members in Ontario may choose but are not obligated to utilise the services during the term of the agreement. There is no minimum guarantee of usage.

As Projects are identified, Members will work with the Contractor and Gordian to begin using the Canoe JOC program in Ontario. Members will select Contractors (on an as-required basis) to jointly scope the work with the Member. The Member, Gordian and the Contractor will work together to prepare a Detailed Scope of Work and issue a Request for Proposal to the Contractor. The Contractor will then prepare a Price Proposal Package for the project using Gordian's IQCC System.

The Price Proposal Package may include, drawings and sketches, a list of subcontractors, construction schedule, and other requested documentation. By submitting a Price Proposal to the Member, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price it submits. Upon approval of the Proposal Package by the Member, the Member may issue a signed Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.

3. Requirements

Type of Contractors required:

General Contractors:

The scope of work for the General Construction Contractors may include the evaluation, design, and renovation of existing facilities or the construction of minor new additions to existing facilities. The work may include the remodel of individual classrooms, offices, restrooms for ADA compliance, storage and common areas, administrative offices, clinical and lab areas, athletic areas, and similar sites or facilities involving one or multiple construction trades. New construction may include additions, such as classrooms, administrative, athletic, storage, land development, etc. that involves and requires multiple construction trades such as demolition, mechanical, plumbing, electrical, carpentry, flooring, painting as well as utilities, masonry, and site work sourced internally or using the General Contractor's own network of sub-contractors.

Mechanical:

The scope of work for the Mechanical category may include but not be limited to the inspection and evaluation, assessing, of existing mechanical, HVAC distribution and return, and related equipment. The scope of work may include work on existing systems or the demolition of existing systems and installation of new systems. The work may also include services relating to installing, maintaining, and repairing the specified systems as well as conducting preventive maintenance programs to maintain the systems in good working order. Contracts can be awarded to individual Mechanical contractors or a combination thereof.

Plumbing:

The scope of work for the Plumbing category may include the inspection and evaluation, assessing, of existing plumbing, fire suppression, water supply, sewer infrastructure, natural and liquid propane gas distribution systems, and related equipment. The scope of work may include work on existing systems or the demolition of existing systems and installation of new systems. The work may also include services relating to installing, maintaining, and repairing the specified systems as well as conducting preventive maintenance programs to maintain the systems in good working order. Contracts can be awarded to individual Plumbing contractors or a combination thereof.

Electrical:

The scope of work for the Electrical category may include the inspection and evaluation, assessing, of existing electrical systems, such as: low voltage, security systems, safety upgrades, lighting, distribution systems, and related equipment. The scope of work may include work on existing systems or the demolition of existing systems and installation of new

systems. The work may also include services relating to installing, maintaining, and repairing the specified systems as well as conducting preventive maintenance programs to maintain their electrical systems in good working order. Contracts can be awarded to individual Electrical contractors or a combination there of.

Site/Civil:

The scope of work for the Civil/Site category may include the inspection and evaluation, assessing, of existing facilities and job sites, and may include work on existing facilities and new projects. Typical projects are but not limited too; sitework like excavation, landscaping, irrigation, paving of roads and parking lots, work on bridges, railroads, airports, wastewater treatment plants, and landfills.

Roofing and Weather Proofing:

The Scope of work for Roofing and Weather Proofing category is to provide comprehensive roofing and weatherproofing services. The services will include, but not be limited to, the assessment, repair, replacement, and maintenance of roofing systems, as well as the implementation of weatherproofing measures to ensure the integrity and longevity of the building envelope. Contractors must be licensed, bonded, and insured, with proven experience in roofing and weatherproofing services.

Other:

The Scope of work for the other Contractors is to provide other services not generally captured above. The services include, but are not limited to, fencing, asbestos removal and remediation, etc.

Self-Performance Requirements

Contractors responding as a **Mechanical, Plumbing, Electrical, Site/Civil, Roofing & Weatherproofing and other** type of contractor must perform at least **51%** of all contracted work with its own organization and forces. The percentage calculation does not include field superintendents or office management personnel.

Trade Partners, Sub - Contractors

General Contractors are permitted to engage Trade Partners or Sub-Contractors for Construction Task Catalog (CTC) projects. It is not necessary for these Sub-Contractors to participate in the RFP process to contribute to a Job Order Contracting (JOC) project under a General Contractor. However, General Contractors must use the Construction Task Catalog and their corresponding adjustment factor to account for subcontractor costs in the final work order.

Sample Projects:

The following list includes examples of projects Canoe Members may need. This list is for informational purposes only, is not exhaustive and does not represent a minimum guarantee of work nor is it a forecast.

Sample projects	Interior Renovations
Asbestos Remediation	Lift Installs
Asphalt Renewal / Replacement	Masonry / Structural Repairs
Barrier Free Ramps	Mechanical Upgrades and Replacements
Concrete walkways & sidewalks renewals	Pathway Lighting
Disaster Recovery	Plumbing Projects
Door & Hardware Replacements	Roof Top HVAC Unit Replacements
Electrical and Lighting Upgrades	Roofing Repairs and Replacements
Exterior / Interior Painting	Safety Upgrades
Exterior/Interior Finishes	Security Upgrades
Fencing installation and repairs	Sprinkler Replacements
Generator Replacements	Washroom Renovations
Install Fall Arrest Systems	Window & Skylight Replacement

Value of Projects:

Canoe's JOC program for Ontario does not have limits or maximum dollar values on Member projects. There is no overall cap or threshold. The value of a project is determined by the specific scope of work required by the Member. While many JOC projects have exceeded \$1 million, Contractors can expect a typical Member project will be between \$150,000 and \$400,000 approximately.

B. MANDATORY SUBMISSION REQUIREMENTS

1. Submission and Specification Questionnaires

Contractors must answer specification questionnaires directly into Canoe's Procurement Portal. Proposal materials should be prepared and submitted in accordance with the instructions in the Procurement Portal, including any maximum upload file size.

Contractors should refer to the instructions in the Procurement Portal and provide all required information in accordance with the instructions provided.

Contractors are required to submit the following information in the Procurement Portal:

Mandatory Submission Requirements	Source of information
All Contractors: CCDC11 – 2019 Certified Appendices A-B-C Include projects \$400,000.00 or more.	Contractor to complete, certify and upload CCDC11-2019 Certified document
General/Automobile Liability Insurance coverage All Contractors: <ul style="list-style-type: none"> • Provide a letter signed by an authorized representative from the Contractor's insurance company indicating that the Contractor has the ability to obtain and provide: • Commercial General Liability insurance coverage in limits of not less than \$5 million, TBD on a project-by-project basis per occurrence. • Automobile Liability insurance coverage in the amount of \$2 million. 	Letter from Insurance Provider
For General Contractors only: <ul style="list-style-type: none"> • Provide a letter signed by an authorized representative from the Contractor's insurance company indicating that the Contractor has the ability to obtain and provide: • Builders Risk Insurance for the full amount of the contract price (TBD on a project-by-project basis) • Contractors Pollution Liability Insurance (TBD on a project-by-project basis) • Wrap up Liability Insurance (TBD on a project-by-project basis) 	Letter from Insurance Provider
Bonding Capacity All Contractors: <ul style="list-style-type: none"> • Provide a letter from your bonding company which details your firm's available bonding capacity. The letter should confirm that, if necessary, your company is capable of providing labor and material payment bonds, as well as performance bonds, for projects up to the specified bonding capacity. Ensure that the letter is dated within the last twelve months relative to this proposal's submission deadline. 	Letter from Surety Company providing per project bonding capacity and total bonding capacity.
WSIB Clearance All Contractors: <ul style="list-style-type: none"> • Workplace Injury Summary Report (WISR) • Current WSIB Clearance Certificate 	WSIB Clearance Certificate
<i>Insurance and bonding requirements may be required by Members. Canoe is requesting an indication of insurance and bonding capacity in a way that indicates coverage for certain projects while not inadvertently excluding firms from program participation due to coverage limits.</i>	

2. Pricing – Construction Task Catalog and Adjustment Factor

Each proposal must include adjustment factors in compliance with the instructions set out in the Procurement Portal.

For evaluation purposes Canoe will use Gordian's proprietary Construction Task Catalog (CTC). The CTC is a comprehensive listing of specific repair and construction related tasks, together with a specific unit of measurement and pre-set unit price. All Unit Prices within the CTC are based on local labor, material and equipment prices for the direct cost of construction.

All Unit Prices listed in the Construction Task Catalog® are priced at a net value of 1.0000. Under this RFP, Contractors will offer price adjustments (Adjustment Factors) that will be applied to the CTC Unit Prices. The Adjustment Factors proposed are an increase or decrease to all the Unit Prices listed in the Construction Task Catalog®. For example, 1.1000 would be a 10% increase to the Unit Prices and 0.9500 would be a 5% decrease to the Unit Prices.

A Member's cost for a specific task will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor (e.g., specific task cost = preset unit price in CTC * quantity needed * Adjustment Factor).

- i. Each Contractor must submit 5 Adjustment Factors to be applied to every task in the CTC. The adjustment factor must be either an adjustment "decrease from" (e.g. 0.9800) or "increase to" (e.g. 1.1000) the Unit Prices listed in the CTC.
- ii. The Contractor's Adjustment Factors must include all of the Contractor's direct and indirect costs. This includes, but is not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, purchase order proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of the CTC for a complete explanation of what is and is not included in the Unit Prices. Note, where applicable, the Contractor must comply with all applicable prevailing wage laws. The wage rates in the CTC were current at the time these RFP Documents were issued.
 - a. Adjustment Factor #1 will be applied to work to be performed during Normal Working Hours (8:00 Am to 5:00 PM) and performed in Non-Secure/Non-Secure Acute Working Areas.
 - b. Adjustment Factor #2 will be applied to work to be performed during Other Than Normal Working Hours (5:01 PM to 7:59 AM) and performed in Non-Secure/Non-Secure Acute Working Areas.
 - c. Adjustment Factor #3 will be applied to work to be performed during Normal Working Hours (8:00 Am to 5:00 PM) and performed in Secured/Secured Acute Working Areas.
 - d. Adjustment Factor #4 will be applied to work to be performed during Other than Normal Working Hours (5:01 PM to 7:59 AM) and performed in Secured/Secured Acute Working Areas.
 - e. Adjustment Factor #5 will be for work tasks not identified in the Construction Task Catalog. IQCC includes a provision for establishing of prices for Work requirements which are within the general scope of IQCC but were not included in the CTC at the time of Contract award. These Tasks are referred to as "Non Pre-priced Tasks (NPP)." NPP Tasks may require new specifications and drawings and may subsequently be

incorporated into the CTC. The Contractors will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

- i. Adjustment Factors may be specified to the fourth decimal place.

For example:

Number		First Decimal	Second Decimal	Third Decimal	Fourth Decimal
1	.	1	0	0	0

Or

Number		First Decimal	Second Decimal	Third Decimal	Fourth Decimal
0	.	9	8	0	0

2.1.2 Secure/Secure Acute Working Areas

Secure/Secure Acute Areas - Work areas that require heightened security measures and adherence to strict protocols due to the sensitive nature of the location. Secure areas may include, but are not limited to portions of courthouses, correctional facilities, hospitals, and any other areas requiring inventory checks to access the work site. Acute areas often include critical healthcare settings such as emergency rooms, intensive care units, psychiatric wards, or other high-risk zones within medical facilities

Non Secure/Non Acute Area includes any area that is not designated as a secure or secure acute area.

2.1.3 Administrative Fees

Qualified Contractors must pay an administrative fee in exchange for the administration of the contracts by Canoe Procurement Group and their contract administrator, Gordian. The Contractor must include the administrative fee in calculating the Contractor's Adjustment Factors.

Detailed information about the administrative fees can be found in PART G – Sample JOC Agreement, Schedule “F”.

C. MANDATORY TECHNICAL REQUIREMENTS

Contractors should refer to the instructions in the Procurement Portal and provide all required information in accordance with the instructions provided in the Procurement Portal.

Mandatory Criteria	Source of information
General Contractors: <ul style="list-style-type: none"> Minimum annual value of construction work of \$3 million per year for three (3) of the past five (5) years 	CCDC11 – 2019 Section: annual value of construction work for the past five years
Mechanical Contractors, Electrical Contractors, Roofing and Other Contractors: <ul style="list-style-type: none"> Minimum annual value of construction work of \$2 million per year for three (3) of the past five (5) years 	CCDC11 - 2019 Section: annual value of construction work for the past five years
In Business under the same name for past five (5) years	CCDC11 – 2019 Section: Legal Structure of Contractor

D. PRE-CONDITIONS OF AWARD

- Submission of proof of insurance
- Satisfactory reference check if required by Canoe

E. EVALUATION CRITERIA

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

Contractors must provide their response in Canoe's procurement portal.

Rated Criteria Category	Points	Minimum points
Contractor experience. **Use public sector projects where possible** CCDC 11- 2019 Certificate Appendix A: (15 points) Include 5 Projects Completed in the past five (5) years valued at \$400,000.00 or more. Appendix B: (15 Points) Include 5 Similar or related Projects Completed in the past five (5) years valued at \$400,000.00 or more. Appendix C: (20 Points) Include 5 Major construction projects underway as of the date of Submission.	50	30
Public Sector Experience (From public sector projects listed in CCDC 11 – 2019)	25	15
Service excellence, marketing, training and implementation plan	25	15
Total Points	100	60

The evaluators will use the following evaluation criteria weightings when reviewing the responses:

Scoring Criteria: CCDC 11- 2019 Certificate	
1 point	Fewer than 2 projects provided; limited evidence of relevance or successful completion.
2 points	2 projects provided with moderate relevance to the current project examples.
3 points	3 relevant projects that demonstrate experience with similar scale and complexity.
4 points	4 highly relevant projects, demonstrating considerable success and experience.
5 points	5 projects that closely match the RFP's project examples, with outstanding success in project delivery.

Scoring Criteria: Public Sector Experience	
1 point	No or minimal public sector experience; little to no understanding of public sector processes and requirements.
2 points	Limited public sector experience (1-2 projects); demonstrates limited understanding of public sector frameworks but lacks depth and breadth.
3 points	Moderate public sector experience (3-4 projects); demonstrates a reasonable understanding of public sector requirements and processes.
4 points	Strong public sector experience (4-5 projects); shows consistent ability to manage public sector projects effectively and meet compliance requirements.
5 points	Extensive public sector experience (5 or more projects, multiple different public entities); outstanding track record of delivering high-quality projects within the public sector, demonstrating familiarity with public procurement rules, regulations, and stakeholder management.
Scoring Criteria: Service Excellence, Marketing, Training, and Implementation Plan	
1 point	Poor in all areas. Weak overall implementation plan, unclear marketing, inconsistent service, and minimal training.
2 points	Below average. Basic implementation plan and marketing, inconsistent service, limited training.
3 points	Average. Adequate implementation plan, some marketing, satisfactory service, and some training.
4 points	Strong. Good implementation plan, effective marketing, consistent service, and clear training plans.
5 points	Excellent. Comprehensive implementation plan, great marketing, outstanding service, and training.

Those Contractors who meet the qualification requirements in this RFP will move to the next review stage where Canoe will evaluate the Contractors responding Adjustment Factors to be applied to the Unit Prices.

F. PRICE

For evaluation purposes only, the following weighing of the Adjustment Factors will be used to determine a respondents combined adjustment factor.

Adjustment Factor 1 X .50 = **Weighted Average**

Adjustment Factor 2 X .20 = **Weighted Average**

Adjustment Factor 3 X .15 = **Weighted Average**

Adjustment Factor 4 X .10 = **Weighted Average**

Adjustment Factor 5 X .05 = **Weighted Average**

Combined Adjustment Factor = Sum of the Weighted Average

Proposals will be ranked from lowest to highest price based on the Combined Adjustment Factor with the lowest combined adjustment factor earning full points.

Pricing - Adjustment Factors		Weight
1	Non-Secure/ Non-Secure Acute Working Areas, Normal Working Hours	50
2	Non-Secure/ Non-Secure Acute Working Areas, Other than Normal Working Hours	20
3	Secure/Secure Acute Working Areas, Normal Working Hours	15
4	Secure/Secure Acute Working Areas, Other than Normal Working Hours	10
5	Non-Pre-Priced Adjustment Factor	5
Total Weighted Score		100

Contractors should refer to the instructions in the Procurement Portal and provide all required information in accordance with the instructions provided in the Procurement Portal.

Instructions on How to Provide an Adjustment factor

- (a) Contractors should submit their adjustments factors information electronically within the Procurement Portal.
- (b) The Construction Task Catalogue are in Canadian funds, exclusive of HST unless the Member is exempt.
- (c) The Contractor will pay all sales, consumer, use and other similar taxes required by law for which a valid exemption does not exist. If the Contractor is required to pay sales tax on non-exempt material, equipment, services, or other items purchased in connection with a Purchase Order, the Member will reimburse the Contractor for such tax, without mark-up, provided the Contractor submits the appropriate documentation therefor.

Further information on Adjustment Factors can be found in Part H - Construction Task Catalog pages 1 through 6 titled “Using The Construction Task Catalog” in the procurement portal.

G. AWARD

Canoe will invite the top Contractor(s) to enter into an agreement for the services for Canoe members.

[End of Part B]

PART C – EVALUATION, NEGOTIATION AND AWARD

1.1 Stages of Evaluation and Negotiation

Canoe will conduct the evaluation of proposals and negotiations in the following stages:

1.2 Stage I – Mandatory Submission Requirements

Stage I will consist of a review to determine which proposals comply with all of the mandatory submission requirements.

Rectification Period

If a proposal fails to satisfy all of the mandatory submission requirements, Canoe will issue the Contractor a rectification notice identifying the deficiencies and providing the Contractor an opportunity to rectify the deficiencies. If the Contractor 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 Canoe issues a rectification notice to the Contractor. The mandatory submission requirements are set out in Part B - RFP PARTICULARS.

1.3 Stage II – Evaluation

Stage II will consist of the following two (2) sub-stages:

1.3.1 Mandatory Technical Requirements

Canoe will review the proposals to determine whether the mandatory technical requirements as set out in Part B - RFP PARTICULARS have been met.

Rectification Period

If a proposal fails to satisfy all of the mandatory technical requirements, Canoe will issue the Contractor a rectification notice identifying the deficiencies and providing the Contractor an opportunity to rectify the deficiencies. The rectification process for these requirements may occur after any rectification process for mandatory submission requirements. Proposals that do not satisfy the mandatory technical requirements within the Rectification Period will be rejected.

1.3.2 Non-Price Rated Technical Criteria

Canoe will evaluate each qualified proposal on the basis of the non-price rated criteria as set out under Evaluation Criteria in Part B - RFP PARTICULARS.

1.4 Stage III – Pricing

Stage III will consist of a scoring of the submitted pricing of each qualified proposal. The evaluation of price will be undertaken after the evaluation of mandatory requirements and rated criteria has been completed.

1.4.1 Unbalanced adjustment factor

Canoe reserves the right to seek clarifications from Contractors in the event that a Contractor's adjustment factor appears to be abnormally low or abnormally high, or that the Contractor has mathematically unbalanced its adjustment factors to gain a competitive advantage. If the Contractor is unable to satisfactorily account for the abnormal adjustment factors, Canoe may reject the proposal. Canoe may also reject any proposal that contains unbalanced adjustment factors.

1.5 Stage IV – Ranking and Contract Negotiations

1.5.1 Ranking of Contractors

After the completion of Stage III, all scores from Stage II and Stage III will be added together and the Contractors will be ranked based on their total scores. The top-ranked Contractor(s) will receive a written invitation to enter into direct contract negotiations to finalize the agreement with Canoe. In the event of a tie, the selected Contractor will be the Contractor with the highest score on the non-price rated criteria.

1.5.2 Contract Negotiation Process

Any negotiations will be subject to the process rules contained in the Part F – TERMS AND CONDITIONS OF THE SOLICITATION PROCESS and will not constitute a legally binding offer to enter into a contract on the part of Canoe or the Contractor, and there will be no legally binding relationship created with any Contractor prior to the execution of a written agreement. The terms and conditions found in the Draft Form of JOC Agreement (Part G) are to form the basis for commencing negotiations between Canoe and the selected Contractor. Negotiations may include requests by Canoe for supplementary information from the Contractor to verify, clarify, or supplement the information provided in its proposal or to confirm the conclusions reached in the evaluation, and may include requests by Canoe for improved pricing or performance terms from the Contractor.

1.5.3 Time Period for Negotiations

Canoe intends to conclude negotiations and finalize the agreement with the top-ranked Contractor during the Contract Negotiation Period (15 calendar days), commencing from the date Canoe invites the top-ranked Contractor to enter negotiations. A Contractor invited to enter into direct contract negotiations should therefore be prepared to satisfy the pre-conditions of award listed in Part B - RFP PARTICULARS provide requested information in a timely fashion, and conduct its negotiations expeditiously.

1.5.4 Failure to Enter into Agreement

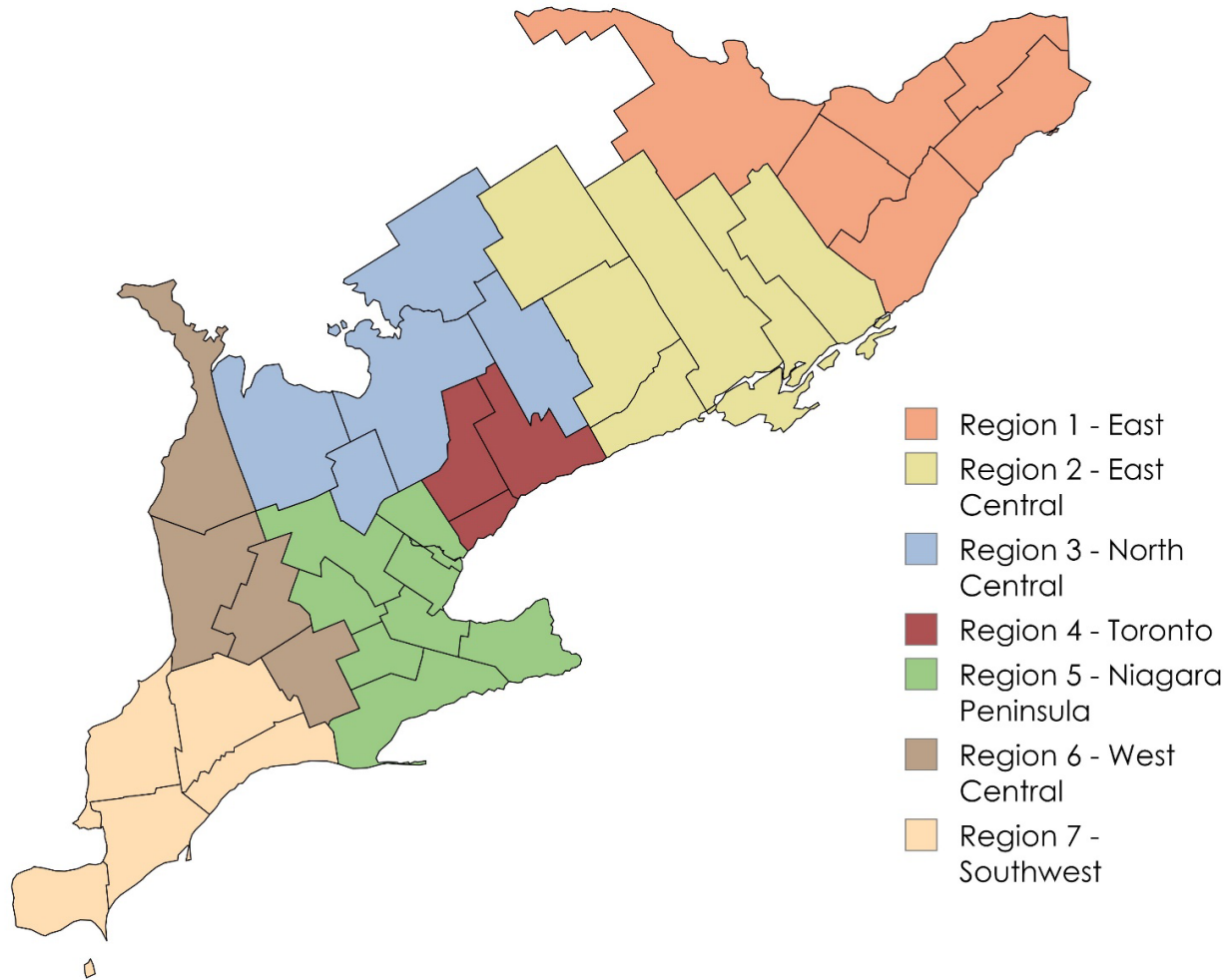
If the pre-conditions of award listed in Part B - RFP PARTICULARS are not satisfied or if the parties cannot conclude negotiations and finalize the agreement for the Deliverables within the Contract Negotiation Period, Canoe may discontinue negotiations with the top-ranked Contractor and may invite the next-best-ranked Contractor to enter into negotiations. This process will continue until an agreement is finalized, until there are no more Contractors remaining that are eligible for negotiations, or until Canoe elects to cancel the solicitation process.

1.5.5 Notification of Negotiation Status

Other Contractors that may become eligible for contract negotiations may be notified at the commencement of the negotiation process with the top-ranked Contractor(s).

[End of Part C]

PART D – ONTARIO REGIONS



PART E – JOB ORDER CONTRACTING REFERENCE MATERIALS

Interested Contractors can learn more about Job Order Contracting by reviewing the following information:

- [Job Order Contracting 101](#) – gives a basic overview of Job Order Contracting
- [How to Calculate an Adjustment Factor](#) – covers project calculations
- [The Unit Price Book/Construction Task Catalog](#) – provides additional context information on the CTC
- [How To Develop an Adjustment Factor video](#) – recording from a Zoom webinar with Gordian Sr. Director of Program Design & Contracts. Guides Contractors through the calculation step by step.