



**Request for Tenders for
Demolition of Secondary School at 721 Royal York Road**



Request for Tenders

For

Demolition of Secondary School at 721 Royal York Road

(Former Bishop Allen Academy)

721 Royal York Road, Toronto, ON

Request for Tender No.:	T-004-27
Submission Deadline:	Before 3:00 pm Local Time on November 2, 2026
Bid Submission:	Bids to be submitted through the Portal only
Bid Coordinator:	Chitty Chen, Procurement Services Dept. Email: chitty.chen@tcdsb.org
Date of Issue:	October 15, 2026



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

Instructions to Bidders

1. Introduction

1.1 INVITATION

- 1.1.1 This Request for Tenders (“**RFT**”) is an invitation by the Toronto Catholic District School Board (the “**Owner**”) to Prequalified Contractors to submit Bids for the Work, as further described in the Bid Documents.

1.2 ELIGIBILITY TO PARTICIPATE IN THE RFT

- 1.2.1 This RFT is the second of two procurement stages, the first of which was the RFSQ. Only those contractors that were prequalified through the RFSQ (each a “**Prequalified Contractor**”) are eligible to participate in this RFT and to submit a Bid. Submissions received from anyone who is not a Prequalified Contractor will not be considered.

To facilitate the project schedule, the Board has divided the Bishop Allen Academy redevelopment into two separate Second Stage Procurements.

Part 1: Demolition of the existing school and associated work, as further described in the Bid Documents; and

Part 2: Construction of the new school and associated work, to be tendered separately.

The Part 1 and Part 2 contracts may be awarded to different prequalified General Contractors. Award of the Part 1 Contract does not provide the successful Bidder with any right, preference, or entitlement with respect to the Part 2 procurement.

- 1.2.2 The Prequalified Contractors are:

- (a) **Aquicon Construction Co. Ltd.**
- (b) **Corebuild Construction Ltd.**
- (c) **Garritano Bros Ltd.**
- (d) **JR Certus Construction Co. Ltd.**
- (e) **Pre-Eng Contracting Ltd.**
- (f) **Tambro Construction Ltd.**

- 1.2.3 The Owner reserves the right to issue an addendum naming additional Prequalified Contractors.

- 1.2.4 If there has been, since the RFSQ, a change or there is a proposed change in or to the structure, composition, name or status of a Prequalified Contractor, such Prequalified



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

Contractor shall immediately notify the Bid Coordinator in accordance with paragraph 5.1.2 and Section 13.1 shall then apply.

1.3 SUMMARY OF KEY INFORMATION

- 1.3.1 The table below provides a summary of some key information contained in the Bid Documents and is provided solely as a convenience. Bidders are urged to read all of the Bid Documents carefully and thoroughly to ensure they fully understand all of the RFT terms and conditions.

Bid Coordinator	The “ Bid Coordinator ” is the person listed on the cover page of this document.
Site meeting	The site meeting is <i>mandatory</i> and will be held at 721 Royal York Road on October 21, 2026, starting at 1:00 pm local time. See Article 6.
Question Deadline	The deadline for Bidders to submit questions (the “ Question Deadline ”) is October 26, 2026 at 3:00 pm local time.
Bid submission	Bids must be submitted electronically through the Portal.
Submission Deadline	Bids must be received BEFORE 3:00 pm Local Time on the Date listed on the cover page of this document (the “ Submission Deadline ”).
Irrevocability Period	Each Bid is to remain open for consideration by the Owner for a period of 90 days starting from the day after the Submission Deadline (the “ Irrevocability Period ”).
Bid bond	Submission of a bid bond is mandatory. See Section 9.4.
Surety’s Consent / Agreement to Bond	Submission of a Surety’s Consent / Agreement to Bond is mandatory. See Section 9.5.
Start of the Work	The successful Bidder is to start Work one (1) week after award.
Ready-for-Takeover	The successful Bidder is to achieve Ready-for-Takeover, as defined in the Contract, on March 1, 2027.

1.4 THE PORTAL

- 1.4.1 The Owner is using an electronic web portal site for this RFT and for the electronic submission of Bids at “<https://tcdsb.bidsandtenders.ca>” (the “**Portal**”). Bidders must register to access the Portal and should contact “support@bidsandtenders.ca” or visit the website at “<https://tcdsb.bidsandtenders.ca>” if they have questions relating to the use of the Portal. Each Bidder is solely responsible to ensure it registers and has the appropriate



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

hardware and software to access the Portal and to enter, input, submit, post, download and upload content from and to the Portal.

1.5 THE BID CONTRACT

- 1.5.1 The Bidders and the Owner acknowledge it is their intention to create a process contract, sometimes referred to as “Contract A” (the “**Bid Contract**”), between the Owner and each Bidder whose Bid meets all of the Mandatory Requirements. The Bidders and the Owner further acknowledge that if a Bid Contract is created between the Owner and one or more Bidders, the terms of the Bid Contract are represented by the Bid Documents and include an obligation on the successful Bidder, if any, to sign the Contract.

1.6 BIDDERS’ EXPENSES

- 1.6.1 The Owner shall not be responsible for and Bidders shall bear all costs and expenses incurred by them in any way related to any aspect of their participation or intended participation or involvement in this RFT including, without limitation, all costs and expenses related to a Bidder’s:
- (a) due diligence, investigations, and information gathering activities;
 - (b) attendance and/or participation at any and all meetings, visits and presentations;
 - (c) preparation and submission of a Bid and responding to any Requests for Additional Information.

1.7 TRADE AGREEMENTS

- 1.7.1 This RFT is subject to:
- (a) Chapter Five of the Canadian Free Trade Agreement; and
 - (b) Chapter Nineteen of the Canada-European Union Comprehensive Economic and Trade Agreement,
- provided that the rights and obligations of the parties shall be governed by the specific terms of this RFT.

2. Definitions

Capitalized terms used in this RFT and not otherwise defined shall have the meanings indicated in this Article, unless the context requires otherwise.

- 2.1.1 “**Adjusted Bid Price**” has the meaning set out in paragraph 10.4.5(a).
- 2.1.2 “**Bid**” means, collectively, all information and documents entered, inputted, submitted, posted and/or uploaded to the Portal by a Bidder in response to this RFT, and any information and documents received from a Bidder in response to Requests for Additional Information.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- 2.1.3 **"Bid Contract"** means the process contract described in paragraph 1.6.1 for the evaluation of Bids and the execution of the Contract, if any.
- 2.1.4 **"Bid Coordinator"** is the person identified as such in the table at paragraph 1.4.1.
- 2.1.5 **"Bid Documents"** means the documents listed in paragraph 3.2.1.
- 2.1.6 **"Bid Price"** has the meaning set out in paragraph 9.2.1(a).
- 2.1.7 **"Bidder"** means a Prequalified Contractor that participates in this RFT, whether or not the Bidder submits a Bid. The term **"Bidder"** also includes a Prequalified Contractor before the submission of its Bid, as the case may be and as the context requires.
- 2.1.8 **"Board"** means the Board of Trustees of the Owner.
- 2.1.9 **"Conflict of Interest"** has the meaning set out in paragraph 13.3.1.
- 2.1.10 **"Contract"** means the written agreement to be signed between the Owner and the successful Bidder, if any, in the form of CCDC 2-2020 stipulated price contract, as amended by Supplementary Conditions.
- 2.1.11 **"Data"** has the meaning set out in paragraph 4.2.2.
- 2.1.12 **"Evaluation Score"** has the meaning set out in paragraph 10.4.4.
- 2.1.13 **"Evaluation Team"** means the committee / team of individuals appointed by the Owner to conduct the evaluation of Bids described in the Bid Documents. For clarity, the Bid Coordinator will not be a member of the Evaluation Team.
- 2.1.14 **"Irrevocability Period"** has the meaning set out in the table at paragraph 1.4.1.
- 2.1.15 **"Local Time"** means the time measured and recorded on the Portal.
- 2.1.16 **"Mandatory Requirements"** means the mandatory requirements listed in paragraph 10.3.1.
- 2.1.17 **"OHSA Reports"** has the meaning set out in paragraph 4.3.1.
- 2.1.18 **"Owner"** means the Toronto Catholic District School Board.
- 2.1.19 **"Portal"** has the meaning set out in paragraph 1.5.1.
- 2.1.20 **"Prequalified Contractor"** has the meaning set out in paragraph 1.2.1.
- 2.1.21 **"Question Deadline"** has the meaning set out in the table at paragraph 1.4.1.
- 2.1.22 **"Reports"** has the meaning set out in paragraph 4.2.1.
- 2.1.23 **"Request for Additional Information"** has the meaning set out in paragraph 10.2.1.
- 2.1.24 **"RFSQ"** means the Request for Supplier Qualifications for RFSQ-003-24 issued on April 9, 2024.
- 2.1.25 **"RFT"** means this request for tenders process described in the Bid Documents.
- 2.1.26 **"Security Documents"** has the meaning set out in paragraph 9.5.1.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- 2.1.27 **“Submission Deadline”** is the date and time identified as such in the table at paragraph 1.4.1.
- 2.1.28 **“Supplementary Conditions”** means the Supplementary Conditions for the CCDC 2-2020 stipulated price contract included on the Portal.
- 2.1.29 **“Work”** means the total construction and related services described in the Bid Documents.

3. Bid Documents

3.1 ACCESS TO THE BID DOCUMENTS

- 3.1.1 The Bid Documents will only be made available to Bidders electronically on the Portal. The Portal will include all Bid Documents and all other relevant notices, information and communications relating to the RFT.
- 3.1.2 Each Bidder is solely responsible to ensure that it:
- (a) registers with and obtains access to the Portal; and
 - (b) has the appropriate hardware and software to access the Portal and to enter, input, submit, post, download and upload content from and to the Portal; and
 - (c) visits and reviews the Portal as frequently as it deems necessary to ensure that it has the most current information and addenda.
- 3.1.3 The Portal will be updated from time to time and Bidders are solely responsible for accessing and checking the Portal for new addenda and other postings and to ensure the information and documents used by the Bidders are the most correct and updated information and documents.
- 3.1.4 If there is a conflict or inconsistency between an electronic version of any document posted on the Portal and any other version of the same document, whether in electronic or paper form, the latest electronic version on the Portal shall govern.

3.2 BID DOCUMENTS

- 3.2.1 Bidders should ensure they have access to all of the documents listed below (collectively the **“Bid Documents”**):
- (a) Instructions to Bidders (this document).
 - (b) CCDC 2-2020 stipulated price contract comprised of the Agreement between Owner and Contractor, Definitions, and General Conditions (available at “www.ccdc.org”).
 - (c) Supplementary Conditions – Amendments to CCDC 2-2020 Stipulated Price Contract.
 - (d) Specifications.
 - (e) Drawings.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- (f) Addenda, if any, issued before the Submission Deadline.
- 3.2.2 A Bid will be deemed to have been prepared on the basis of all Bid Documents available on the Portal prior to the Submission Deadline, and the Owner accepts no responsibility for any Bidder lacking or not being able to access any of the Bid Documents.
- 3.2.3 Bidders should notify the Bid Coordinator immediately, in the manner described in paragraph 5.1.2, if any documents are missing or incomplete or upon finding any discrepancies or omissions in the Bid Documents. For technical questions or issues regarding the Portal, Bidders should contact “support@bidsandtenders.ca”.
- 3.2.4 The Bid Documents are made available only for the purpose of submitting Bids for the Work. Availability and/or use of the Bid Documents does not confer a license or grant for any other purpose.

4. Bidders’ Due Diligence

4.1 GENERAL

- 4.1.1 Each Bidder is solely responsible, at its own cost and expense, to perform its own independent research and due diligence, including any investigations considered necessary by the Bidder, to satisfy itself as to all existing conditions, circumstances and limitations affecting the Work, the Bid Documents, and all other matters related to this RFT. The Bidders’ obligations set out in this paragraph apply irrespective of the information contained in the Bid Documents or that is provided or made available to the Bidders. No allowances will be made for additional costs and no claims whatsoever will be considered in connection with conditions which could reasonably have been ascertained by the Bidders through investigations or other due diligence undertaken prior to the Submission Deadline.

4.2 REPORTS AND DATA

- 4.2.1 In addition to the Bid Documents, the Portal may include information, data and environmental, soils, geotechnical or other reports prepared or obtained with respect to the Work (collectively the “**Reports**”). The Reports should not be considered a representation of the conditions of the entire Work and are provided for general information and guidance purposes only. The Owner does not guarantee the accuracy or completeness of the Reports nor assumes any responsibility for any interpretations or conclusions that Bidders may make or draw from the Reports.
- 4.2.2 Where the Work involves existing buildings, structures, facilities, plant or equipment, any Reports, data or as-built drawings concerning such buildings, structures, facilities, plant or equipment that are in possession of the Owner (collectively the “**Data**”) will be made available on the Portal. The Data should not be considered a representation of the site conditions of the entire Work and is provided for general information and guidance purposes only. The Owner does not guarantee the accuracy or completeness of the Data



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

nor assumes any responsibility for any interpretations or conclusions that Bidders may make or draw from the Data.

- 4.2.3 Nothing in this RFT or in the Bid Documents or in the Reports or in the Data is intended to relieve Bidders from undertaking their own research, investigations or other due diligence, or forming their own opinions and conclusions with respect to the Work, the Bid Documents, the Contract, and all other matters related to this RFT. The Owner (a) does not accept or assume any responsibility for any interpretations or conclusions that Bidders may make or draw from the Bid Documents or the Reports or the Data, (b) does not represent, warrant or guarantee that the Bid Documents or the Reports or the Data are complete, accurate or comprehensive or exhaustive, and (c) assumes no responsibility for the completeness or accuracy of the Bid Documents or the Reports or the Data, or anything else provided or made available by the Owner during this RFT.

4.3 DESIGNATED SUBSTANCES

- 4.3.1 Without limiting the obligations of the Bidders set out in paragraph 4.1.1, where the Work is within or part of an existing building, Bidders should note they may encounter designated substances including, but not limited to lead, mercury, silica, asbestos-containing material ("**ACM**"), benzene, arsenic. If applicable, a list of designated substances present at the Work has been made available to all Bidders and, if ACM is included in the list of designated substances, a report has also been provided indicating the condition and location of any ACM that may be present (collectively the "**OHSA Reports**").
- 4.3.2 In performing the Work under the Contract, Bidders shall ensure they do not handle, deal with, disturb or remove any designated substances, whether identified in the OHSA Reports or not, unless included in the scope of the Work. Should a Bidder determine, prior to the Submission Deadline, that the Work cannot be completed without handling, dealing with, disturbing or removing any designated substances identified in the OHSA Reports (and the Work does not otherwise require the Bidder to handle, deal with, disturb and/or remove such substances), the Bidder shall immediately notify the Bid Coordinator in the manner described in paragraph 5.1.2 so that, if necessary, instructions and/or clarifications may be issued in the form of an addendum.

5. Communications, Questions and Addenda

5.1 COMMUNICATIONS

- 5.1.1 Except as provided in the Bid Documents, Bidders and their representatives are not to communicate with or contact any member of the Evaluation Team or any of the Owner's employees, agents or other representatives, including any member of the Board, regarding this RFT at any time before execution of the Contract, if any. A Bidder's failure to comply with this paragraph may result in the disqualification of the Bidder and the rejection of its Bid.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- 5.1.2 All questions and communications with the Bid Coordinator, Owner or the Evaluation Team permitted by the Bid Documents are to be in writing and are to be submitted through the Portal only, using the “Submit a Question” link.

5.2 BIDDERS’ QUESTIONS

- 5.2.1 Bidders’ questions received by the Question Deadline will be reviewed and if the Owner believes that a response is warranted, it will include each question and its answer in an addendum. The Owner may, in its discretion, consider and respond to questions received after the Question Deadline but is under no obligation to do so. Provided that, in responding to questions the Owner may answer similar questions from different Bidders only once, may edit or rephrase the questions, and may ignore questions which, in the Owner’s opinion, do not require a response.

5.3 ADDENDA

- 5.3.1 This RFT and the Bid Documents may be amended only by written addendum posted to the Portal. Answers, responses, clarifications, instructions or any other information or communication provided by any other means, by any person, in whatever form, context or setting, are not binding on the Owner and will not amend this RFT or any Bid Documents and are not to be relied upon by any Bidder unless and until they are posted to the Portal in the form of an addendum.
- 5.3.2 Addenda will be posted to the Portal only and will not be sent or otherwise distributed to the Bidders. Bidders are solely responsible:
- (a) to regularly access and review the Portal for addenda; and
 - (b) to ensure they have received and that their Bid incorporates all addenda posted to the Portal before the Submission Deadline.

The Owner shall not be responsible if any addenda do not come to the attention of a Bidder or are not obtained by a Bidder.

6. Site Meeting

6.1 GENERAL

- 6.1.1 This Article 6 applies if the table at paragraph 1.4.1 indicates that a site meeting will be held.
- 6.1.2 Bidders shall meet the Owner’s representative at the time and location specified in the table at paragraph 1.4.1, unless advised otherwise by the Owner. The Owner may schedule multiple site meetings in order to limit the size and the number of individuals attending each meeting.
- 6.1.3 The attendance log will be the official record of attendance.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- 6.1.4 Each Bidder shall, for its own forces and for its agents, consultants, contractors, subcontractors and all others attending the site meeting with them, assume overall responsibility for compliance with all workers' compensation and occupational health and construction safety legislation and all related rules, regulations and practices, and shall indemnify and save the Owner harmless from, and shall be responsible for, all claims, demands, losses, costs, expenses or damages related to or arising from the site meeting attendance and any activities undertaken at the site meeting, whether or not such activities were authorized by the Owner.

6.2 MANDATORY SITE MEETING

- 6.2.1 If the table at paragraph 1.4.1 indicates that attendance at a site meeting is mandatory, then:
- (a) Bids received from Bidders who fail to attend the mandatory site meeting, as determined from the attendance log, will not be considered;
 - (b) if mandatory site meetings are held at different sites, Bids received from Bidders who fail to attend a mandatory site meeting at a particular site, as determined from the attendance log, will not be considered for that particular site or may not be considered at all, in the sole discretion of the Owner.

6.3 OPTIONAL SITE MEETING

- 6.3.1 If the table at paragraph 1.4.1 indicates that attendance at a site meeting is optional, Bidders are strongly encouraged to attend the site meeting. Failure to attend an optional site meeting is at the sole risk and responsibility of the Bidder.
- 6.3.2 Bidders who do not attend an optional site meeting waive any and all right to contest, claim, complain, protest and/or dispute this RFT based on the fact that information may have been obtained by other Bidders as a result of such Bidders' attendance at the optional site meeting.

6.4 INFORMATION OBTAINED AT A SITE MEETING

- 6.4.1 Each Bidder acknowledges and agrees that:
- (a) notwithstanding the Owner or its representatives may give answers and may provide information during a site meeting, such answers and information, whether in verbal or in written form, will not in any way bind the Owner or amend this RFT or any Bid Documents and are not to be relied upon in any way by a Bidder, except and only to the extent expressly confirmed in an addendum;
 - (b) anything said, written or done by the Owner or any other person, and any views or comments expressed in response to anything said or done during a site meeting, will not in any way bind the Owner or amend this RFT or any Bid Documents and is not to be relied upon in any way by a Bidder, except and only to the extent expressly confirmed in an addendum.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

7. Site Investigation by Bidders

- 7.1.1 Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any investigations considered necessary by the Bidder to satisfy itself as to the existence and/or locations of utilities and underground services and all other existing conditions, circumstances and limitations affecting the Work, the Bid Documents, the Contract, and all other matters related to this RFT. The Bidders' obligations set out in this paragraph apply irrespective of the information contained in the Bid Documents or the Reports or the Data or other information made available to the Bidders during this RFT.
- 7.1.2 Bidders shall not undertake any independent investigation activities on any Owner properties except as provided in this Article 7.
- 7.1.3 Bidders who would like an opportunity to undertake an investigation of an Owner property must submit a request to the Bid Coordinator through the Portal not less than two (2) business days prior to the date of the proposed investigation. Requests shall be submitted using the "Submit a Question" link on the Portal and shall include the proposed date and time, a description of the proposed investigation, and the name and contact information of each individual that will be attending the site investigation, together with all documents required. Bidders shall not contact a school directly and no Bidder nor any of its agents, consultants, contractors or subcontractors will be permitted to attend a site investigation if the Bidder has failed to fully comply with the requirements of this paragraph.
- 7.1.4 If the Owner approves a Bidder's site investigation request, the Bid Coordinator will issue a written notification of the date and time on which the Bidder may attend at the site, as well as the investigation activity(ies) which the Bidder is authorized to undertake, and the duration of such activity(ies). A representative of the Owner may attend to monitor the Bidder's activities.
- 7.1.5 Bidders acknowledge that unforeseen circumstances may arise and the Owner may, in its sole discretion, cancel, reschedule and/or modify the Bidder's visit and/or investigation activity(ies) on short notice or no notice to the Bidder.
- 7.1.6 Each Bidder acknowledges and agrees:
- (a) that anything said, written or done by the Owner or its representatives, and any views or comments expressed in response to anything said or done during the Bidder's site investigation, will not in any way bind the Owner or amend this RFT or any Bid Documents, and is not to be relied upon by the Bidder;
 - (b) to waive any and all right to contest, claim, complain, protest and/or dispute this RFT based on the fact that findings, information, results or data may have been obtained by another Bidder as a result of that Bidder's site investigation that were not obtained by, shared with, or provided to other Bidders.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- 7.1.7 Bidders shall, for their own forces and for their agents, consultants, contractors, subcontractors and all others attending a site investigation with them or on their behalf:
- (a) assume overall responsibility for compliance with all applicable workers' compensation and occupational health and construction safety legislation and all related rules, regulations and practices, and shall ensure that appropriate occupational health and safety instruction and training are provided to all those attending at the site;
 - (b) perform only investigation activity(ies) authorized by the Owner;
 - (c) avoid disturbing or damaging the site or any adjacent properties and shall make good and make safe all damage caused by any activities undertaken, and shall take all reasonable steps necessary to promote and maintain the safety of the occupants of the site and any adjacent properties and the public in general;
 - (d) respect and comply with laws and local regulations and the Owner's requirements regarding permitted work hours and noise levels, and conduct themselves in a respectful manner;
 - (e) indemnify and save the Owner harmless from, and be responsible for, all claims, demands, losses, costs or damages related to or arising from anything done or not done by the Bidder or anyone attending with or on behalf of the Bidder at a site investigation, whether or not authorized by the Owner.

8. Bids to be Completed and Submitted Through the Portal Only

- 8.1.1 Bids must be completed and submitted electronically through the Portal only. Bids submitted by any other means will not be considered.
- 8.1.2 Bidders must ensure all required information and documents are entered, inputted, submitted, posted and/or uploaded to the Portal BEFORE the Submission Deadline. Bidders who fail to do so will be unable to submit a Bid.
- 8.1.3 Bidders are solely responsible for the timing of submission of their Bids and bear the risk of any technical issues that may impact the successful and timely submission of their Bid. Bidders should ensure they take into account and are cautioned that Bid transmission can be delayed or can fail due to high internet traffic, internet outage or unavailability, file size, transmission speed, and other factors.
- 8.1.4 The Portal will generate a confirmation e-mail to a Bidder once a Bid is submitted. Bidders that do not receive a confirmation e-mail should contact "support@bidsandtenders.ca" for assistance.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

9. Instructions for Bid Completion

9.1 GENERAL

9.1.1 Bidders shall fill in all blanks and shall enter, input, submit, post and upload all documents and information to and on the Portal, as required by the Bid Documents and/or in accordance with instructions on the Portal.

9.1.2 The Owner will not return any Bids or documents submitted by a Bidder.

9.2 BID PRICE AND OTHER PRICES

9.2.1 Bid Price.

- (a) Bidders shall enter in the space provided on the Portal the fixed, all-inclusive lump sum price for the Work (the “**Bid Price**”). The Bid Price shall be in Canadian dollars and shall:
 - (i) include all cash allowance amounts stated in the Bid Documents;
 - (ii) include the costs of the performance bond and the labour and material payment bond specified in the Bid Documents; and
 - (iii) exclude the Harmonized Sales Tax (HST) but shall include all other applicable taxes and duties.
- (b) If and where required on the Portal, Bidders shall input a breakdown of their Bid Price in the space provided on the Portal. In the case of conflict or ambiguity between the Bid Price and the sum of the breakdown of the Bid Price, the Bid Price shall govern.

9.2.2 Separate, Alternative and Unit Prices.

- (a) If and where required on the Portal, Bidders shall enter the following prices in the spaces provided on the Portal. All prices shall exclude the Harmonized Sales Tax (HST) but shall include all other applicable taxes and duties:
 - (i) separate prices for the work listed which the Owner may add to the Bid Price for the amount(s) indicated;
 - (ii) alternative prices for the work listed which the Owner may substitute for Work which is included in the Bid Price;
 - (iii) unit prices.

The Owner reserves the right to accept or reject any or all separate, alternative and/or unit prices offered, and such prices shall remain in effect for the duration of the Contract.

- (b) A Bidder’s failure to submit a separate, alternative or unit price where required may result in the Bid being declared non-compliant.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

9.3 LISTING SUBCONTRACTORS / SUPPLIERS

- 9.3.1 If and where required on the Portal, Bidders shall input in the space provided on the Portal a list of the subcontractors and/or suppliers proposed to perform or supply an item or division of the Work identified on the Portal.
- 9.3.2 If the Owner has identified, in the Bid Documents, one or more subcontractors or suppliers to perform or supply a specific item or division of the Work, Bidders shall select only one of the identified subcontractors or suppliers to perform or supply that item or division of the Work. Bids that fail to comply with this paragraph 9.3.2 will be declared non-compliant.
- 9.3.3 Where a Bidder lists “own forces” in place of a subcontractor, the Bidder shall perform such item or division of the Work with its own forces. In such case the Owner reserves the right to obtain information from the Bidder and from third parties respecting the qualifications and experience of the Bidder’s own forces to perform such item or division of the Work.
- 9.3.4 A Bidder’s failure to submit the name of a proposed subcontractor and/or supplier where required may result in the Bid being declared non-compliant.

9.4 BID BOND

- 9.4.1 Each Bidder shall submit (to the Portal) a digital bid bond in the amount of ten percent (10%) of the Bid Price, naming the Owner as obligee and issued by a surety licensed to conduct surety and insurance business in Ontario. The bid bond shall remain valid for at least the duration of the Irrevocability Period. No other form of bid security is acceptable.

9.5 SECURITY DOCUMENTS

- 9.5.1 Each Bidder shall submit an agreement to bond or surety’s consent issued by a surety licensed to conduct surety and insurance business in Canada undertaking to provide a performance bond and a labour and material payment bond, each in the amount of fifty percent (50%) of the Bid Price and each in the form specified by the *Construction Act* (Ontario) (collectively the “**Security Documents**”), by posting/uploading a scanned copy of the agreement to bond or surety’s consent (in “pdf” format) to the Portal. The agreement to bond / surety’s consent shall remain valid for at least the duration of the Irrevocability Period.
- 9.5.2 Bidders shall include the costs of all Security Documents in their Bid Price.
- 9.5.3 Bids that do not comply with paragraph 9.5.1 shall be declared non-compliant.

9.6 OTHER DELIVERABLES

- 9.6.1 Bidders shall submit, post and/or upload to the Portal such other information and documents as may be specified and required by the Portal.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

9.7 ADDENDA

- 9.7.1 Bidders shall acknowledge having reviewed all addenda issued prior to the Submission Deadline by checking the applicable box(es) on the Portal. Each Bidder shall be solely responsible for ensuring it has reviewed all addenda.
- 9.7.2 If a Bidder submits a Bid and an addendum is subsequently issued, the Bidder's Bid will be automatically withdrawn by the Portal and the status of the Bid will be changed to "Incomplete", as shown on the "My Bids" section of the Portal. In such case, the Bidder is solely responsible for:
- (a) making any required adjustments to its Bid; and
 - (b) acknowledging all addenda; and
 - (c) ensuring that the re-submitted Bid is received before the Submission Deadline.

9.8 AMENDING OR WITHDRAWING BIDS

- 9.8.1 Bidders may amend their Bids but only before the Submission Deadline. Bidders are solely responsible for ensuring that the amended Bid is submitted to the Portal before the Submission Deadline.
- 9.8.2 Bidders may withdraw their Bids but only before the Submission Deadline.
- 9.8.3 Bids cannot be amended or withdrawn after the Submission Deadline.

10. Evaluating Bids

10.1 GENERAL

- 10.1.1 The evaluation process will be conducted by the Evaluation Team, which may obtain the assistance of such consultants and advisors as the Evaluation Team may deem appropriate. The Evaluation Team shall, in its sole discretion, determine the points to be awarded for each Bid.
- 10.1.2 The Evaluation Team may, in its sole discretion, invite one or more Bidders to one or more in-person, virtual or telephone meetings and/or interviews with the Evaluation Team. The nature, format and length of such meetings and/or interviews, the agenda, and the attendees will be determined by the Evaluation Team. If a Bidder is invited to a meeting / interview, the Bidder and the Evaluation Team will be at liberty to discuss in detail all aspects of the Bidder's Bid, and the Evaluation Team may convene more than one meeting or interview with a Bidder. For greater certainty, the Evaluation Team has no obligation to invite any Bidders to any meetings or interviews, and the fact the Evaluation Team may invite one Bidder to one or more meetings or interviews will in no way obligate the Evaluation Team to invite any other Bidder to a meeting or interview.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

10.2 REQUESTS FOR ADDITIONAL INFORMATION

- 10.2.1 The Owner, through the Bid Coordinator, may contact any one or more Bidders to request clarification of any information or documents submitted as part of a Bid, or to request supplementary information (collectively, “**Request for Additional Information**”), without any obligation to make the same or any Request for Additional Information of any other Bidder. Notwithstanding the preceding sentence, the Owner has no obligation to make any Request for Additional Information.
- 10.2.2 Bidders shall respond to all Requests for Additional Information within the time and in the manner stipulated in each Request for Additional Information. For certainty, the Owner may require that a Bidder’s response be presented in the form of a meeting or interview with the Evaluation Team. Any information received in response to a Request for Additional Information will form an integral part of a Bidder’s Bid. If a Bidder fails to respond to a Request for Additional Information, its Bid will be considered and evaluated based solely on the original Bid contents received.
- 10.2.3 A Bidder’s response to a Request for Additional Information shall not be an opportunity for the Bidder to correct errors or to change its Bid in any substantive manner. Subject to that, information, prices, rates and documents submitted by a Bidder in response to a Request for Additional Information shall form part of a Bidder’s Bid.

10.3 MANDATORY REQUIREMENTS

- 10.3.1 Only Bids which are received through the Portal before the Submission Deadline and, subject to paragraph 10.3.2, which pass all of the mandatory requirements listed below (collectively, the “**Mandatory Requirements**”) on a “pass/fail” basis, will be eligible for evaluation and award of the Contract:
- (a) if the Bid Documents state that only Prequalified Contractors may submit a Bid, the Bidder must be eligible to submit a Bid pursuant to Section 1.2; and
 - (b) if the table at paragraph 1.4.1 indicates a site meeting is mandatory, the Bidder must have attended the mandatory site meeting, as determined from the attendance log; and
 - (c) the Bid must include the bid bond specified in paragraph 9.4.1; and
 - (d) the Bid must include the agreement to bond or surety’s consent specified in paragraph 9.5.1; and
 - (e) if the Bid Documents specify one or more subcontractors or suppliers to perform or supply a particular item or division of the Work, the Bid must include only the specified subcontractor(s) and supplier(s) to perform or supply that item or division of the Work;



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- (f) the Bid substantially complies with the requirements of the Bid Documents. In this respect, the Owner reserves the right, in its sole and unfettered discretion, to waive minor errors and matters of non-compliance contained in a Bid.
- 10.3.2 If all Bids fail at least one of the Mandatory Requirements the Owner, in its sole discretion, may:
- (a) evaluate one or more Bids selected by the Owner, in its sole discretion, and proceed with the RFT and treat such Bid(s) as having passed all of the Mandatory Requirements; or
 - (b) enter into negotiations towards the Contract for the whole or any part of the Work with any Bidder; or
 - (c) cancel this RFT as provided in paragraph 12.1.3(e) or paragraph 12.1.3(f).

10.4 EVALUATION

- 10.4.1 Only Bids that pass all Mandatory Requirements or that are selected in accordance with paragraph 10.3.2(a) will be evaluated and scored.
- 10.4.2 Bids will be evaluated and scored, on a consensus basis, by the Evaluation Team which will award points based on the evaluation categories and points set out in the table at paragraph 10.4.4. If the Evaluation Team cannot reach consensus on the points to be awarded for an evaluation category, the points awarded will be the average of the points given by each member of the Evaluation Team for that category.
- 10.4.3 As part of its evaluation of a Bid the Evaluation Team may consider information received pursuant to Section 13.1, in response to Request(s) for Additional Information, or during any meetings or interviews undertaken pursuant to paragraph 10.1.2, regardless of when the information is received or the meetings or interviews are held. If there is a meeting or interview with a Bidder, such meeting or interview will not be independently evaluated, however, the Evaluation Team reserves the right to take into consideration and incorporate what it learns from such meeting or interview in its evaluation and scoring of the Bidder's Bid, regardless of whether the meeting or interview occurs before or after the initial evaluation and scoring.
- 10.4.4 The evaluation categories and points available are set out in the table below. The total points awarded for a Bidder's Bid will be that Bidder's "**Evaluation Score**".

Evaluation Categories	Weight (points available)
Bid Price (see paragraph 10.4.5)	100
Total Points Available	100

- 10.4.5 The points to be awarded for a Bidder's Bid Price will be calculated as follows:



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- (a) each Bidder's Bid Price will be adjusted by any separate and/or alternative price(s) which the Owner, in its discretion, decides to accept (referred to as the Bidder's "**Adjusted Bid Price**"). For certainty, where the Owner does not accept any separate or alternative prices, each Bidder's Adjusted Bid Price will be the same as its Bid Price;
- (b) the Bidder with the lowest Adjusted Bid Price will be awarded 100 points; and
- (c) the points to be awarded to each of the other Bidders will be calculated as follows:

$$\frac{\text{lowest Adjusted Bid Price}}{\text{other Bidder's Adjusted Bid Price}} \times 100 = \text{points awarded for the Bid Price}$$

- 10.4.6 The successful Bidder will be the Bidder whose Bid receives the highest Evaluation Score. If two or more Bidders are tied with the highest Evaluation Score, the tie will be broken by a coin toss administered by the Board. The outcome of the coin toss will be final.

11. Award Of the Contract, Documents to be Delivered, and Signing the Contract

11.1 AWARD SUBJECT TO APPROVAL OF THE BOARD

- 11.1.1 Notwithstanding anything else contained in the Bid Documents, the Owner's award of the Contract, if any, is conditional upon and is subject to the approval of the Board, in its sole and unfettered discretion. Bidders shall have no claims whatsoever against the Owner or any member of the Evaluation Team or the Board arising out of the latter's exercise of its authority, and/or in the event the Owner, in its sole and unfettered discretion, and for any or no reason, decides not to award the Contract.

11.2 AWARD OF THE CONTRACT

- 11.2.1 Subject to paragraph 11.2.2, and without limiting the Owner's other rights in the Bid Documents, if the Owner decides to award the Contract, the Owner will issue an award letter to the Bidder that submitted the Bid with the highest Evaluation Score.
- 11.2.2 If the Adjusted Bid Price submitted by the Bidder that received the highest Evaluation Score exceeds the Owner's budget for the Contract, the Owner may (but is not obligated to) proceed in accordance with Section 13.4 of CCDC 23-2018 – A Guide to Calling Bids and Awarding Construction Contracts.

11.3 DOCUMENTS TO BE DELIVERED

- 11.3.1 Within ten (10) business days of receiving an award letter from the Owner, or within such other time as the Owner may agree, the successful Bidder shall deliver to the Owner all of the following:



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- (a) the original signed performance bond and the original signed labour and material payment bond described in the Bid Documents, the forms of such bonds to comply with the requirements of the *Construction Act* (Ontario);
- (b) true copies of the certificates of insurance confirming the insurance policies specified in the Contract are in place;
- (c) a current WSIB clearance certificate;
- (d) a copy of the Bidder's in-house safety program to be implemented for the Contract; and
- (e) a copy of the "Notice of Project" filed with the appropriate Ministry naming the Bidder as "constructor" for the Work.

11.3.2 A Bidder's failure to comply with paragraph 11.3.1 will constitute a breach of the Bid Contract and will entitle the Owner to cancel the award of the Contract to such Bidder and to call upon the bid bond delivered by such Bidder. The Owner may then award the Contract to the Bidder with the next-highest Evaluation Score or may cancel this RFT.

11.4 SIGNING THE CONTRACT

11.4.1 Within ten (10) business days after receiving the Contract for execution, or within such other time as the Owner may agree, the successful Bidder must sign and deliver the signed Contract to the Owner. A Bidder's failure to comply with this paragraph will constitute a breach of the Bid Contract and will entitle the Owner to cancel the award of the Contract to such Bidder and to call upon the bid bond delivered by such Bidder. The Owner may then award the Contract to the Bidder with the next-highest Evaluation Score or may cancel this RFT.

11.5 POLICE RECORD CHECKS

(a) The awarded service provider shall comply with the requirements of the *Education Act*, Ontario Regulation 521/01, *Collection of Personal Information*, as amended from time to time, and all applicable Board policies and procedures respecting police record checks and offence declarations.

(b) Where an individual is a "service provider" within the meaning of Ontario Regulation 521/01, including an individual performing the services under contract with the Board, an employee, agent or volunteer of the awarded service provider, or an individual providing the services to the awarded service provider, who comes into direct contact with pupils on a regular basis at a school site of the Board, the awarded service provider shall ensure that the individual has completed and submitted a satisfactory police record check.

(c) The type of police record check required shall be determined in accordance with Ontario Regulation 521/01:

1. **Vulnerable Sector Check ("VSC")**: required where the individual is or will be in a position of trust or authority in relation to pupils; or



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

2. **Criminal Record and Judicial Matters Check ("CRJMC"):** required where the individual is not or will not be in a position of trust or authority in relation to pupils.

(d) Prior to the commencement of any service to the Board, the service provider must ensure its employees, volunteers, agents, contractors and subcontractors who may have direct or regular contact with TCDSB pupils complete and submit the relevant police record check. The service provider must ensure the submitted police record checks are satisfactory and retain records which will be made available to the Board immediately upon request.

(e) The awarded service provider shall ensure continued compliance with the renewal requirements prescribed by Ontario Regulation 521/01. Where a new police record check is required, it shall be obtained and provided in accordance with the timelines prescribed by the Regulation. In each year in which a police record check is not required, the awarded service provider shall ensure that each applicable individual provides an Offence Declaration in the form approved by the Board by September 1.

(f) Where an applicable individual is charged with or convicted of an offence under the *Criminal Code* (Canada), the awarded service provider shall ensure compliance with the additional police record check requirements prescribed by Ontario Regulation 521/01.

(g) No individual shall perform services in circumstances requiring a police record check unless the applicable requirements of Ontario Regulation 521/01 have been satisfied, except where the Board expressly permits otherwise in accordance with the Regulation. The Board reserves the right to determine, acting in accordance with applicable legislation, whether an individual's duties and interaction with pupils require a VSC or CRJMC.

(h) If an individual does not satisfy the applicable police record check requirements or is otherwise not permitted by the Board to perform the services, the awarded service provider shall promptly remove that individual from the services and, where required, provide a suitable replacement. All costs associated with obtaining required police record checks and offence declarations, and with the removal and replacement of personnel, shall be the responsibility of the awarded service provider.

(i) The awarded service provider shall ensure that its employees, subcontractors and other persons engaged by it in the performance of the services comply with this section, where applicable.

(j) It shall be a breach of contract for the service provider to allow anyone who has not provided the relevant police record check to be on TCDSB site. TCDSB reserves the right to terminate this Agreement for cause.

12. Owner's Rights

12.1.1 In addition to any other express rights contained in the Bid Documents or any other rights which may be implied in the circumstances, the Owner may exercise any or all or a combination of the rights described in this Article 12. The Owner shall not be liable for



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

any costs, expenses, losses or damages incurred or claimed by a Bidder resulting from the Owner's exercise of any of its rights.

- 12.1.2 A Bidder's submission of a Bid or the Evaluation Team's evaluation of any Bid(s), even where only one Bid is submitted and even where only one Bid passes all Mandatory Requirements, will not obligate the Owner to accept any Bid, award the Contract, or proceed further with this RFT.
- 12.1.3 The Owner may, in its sole discretion, and for any or no reason:
- (a) reject one or more or all Bids, even if only one Bid is submitted;
 - (b) reject the whole or any part of any Bid;
 - (c) accept the whole or any part of any Bid;
 - (d) if only one Bid passes all Mandatory Requirements, elect to accept or reject all or any part of it;
 - (e) cancel this RFT at any time before awarding the Contract;
 - (f) cancel this RFT at any time before awarding the Contract and issue a new procurement process for work which is the same or similar to the Work, with the same or different participants.
- 12.1.4 The Owner reserves the right, in its sole discretion, to:
- (a) waive minor errors and minor matters of non-compliance contained in a Bid;
 - (b) adjust the evaluation of a Bid and the Bidder's Evaluation Score or reject a Bid on the basis of information received through the course of this RFT;
 - (c) reject the Bid of any Bidder whose Bid contains misrepresentations or any other inaccurate or misleading information relating to matters which the Owner, in its sole discretion, considers material;
 - (d) award the Contract to other than the Bidder with the lowest Bid Price or the lowest Adjusted Bid Price;
 - (e) disqualify any Bidder and reject the Bid submitted by any Bidder who has threatened or is currently involved in any litigation or arbitration proceeding with the Owner, whether or not such proceeding was commenced before or after the issuance of this RFT.

13. General

13.1 MATERIAL CHANGES

- 13.1.1 If, before or after the Submission Deadline:
- (a) a Bidder becomes aware of circumstances that may materially affect it in a way which could impair its ability to undertake and/or complete the Work; or



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- (b) there has been, since the RFSQ, a change or there is a proposed change in or to the structure, composition, name or status of a Bidder,

the Bidder shall immediately notify the Bid Coordinator by e-mail and shall provide such relevant information as the Owner may require regarding the circumstances or the change or proposed change. The Owner may, in its sole discretion, allow the Bidder to continue to participate in this RFT under such terms and conditions as the Owner, in its sole discretion, may require, or may, in its sole discretion, disqualify the Bidder and reject its Bid.

13.2 PROHIBITION ON LOBBYING OR COLLUSION

- 13.2.1 Bidders and their principals, directors, officers, employees, consultants, agents, advisors and other representatives are strictly prohibited from engaging in conduct that is or could reasonably be considered as any form of political or other lobbying, or as an attempt to influence the outcome of this RFT. Without limiting the generality of the foregoing, and except as provided in this RFT, no such person shall contact, communicate or attempt to contact or communicate, directly or indirectly and in any manner whatsoever, with any staff, personnel, member or representative of the Owner (including any member of the Board) or any member of the Evaluation Team in connection with this RFT.
- 13.2.2 Bidders and their principals, directors, officers, employees, consultants, agents, advisors and other representatives are prohibited from communicating or attempting to communicate, directly or indirectly and in any manner whatsoever, with any other Bidder in connection with the preparation of a Bid. Bidders shall prepare and submit Bids independently of and without any communication, knowledge, comparison of information, or arrangement, direct or indirect, with any other Bidder.
- 13.2.3 A Bidder's failure to comply with this Section 13.2 may result in the disqualification of the Bidder and the rejection of its Bid.

13.3 CONFLICT OF INTEREST

- 13.3.1 Bidders shall disclose all potential and actual Conflicts of Interest. For the purposes of this RFT, "**Conflict of Interest**" includes:
- (a) any situation or circumstance where, in relation to this RFT and/or the Contract, a Bidder's other commitments, relationships or financial interests:
 - (i) could or could be perceived to exert an improper influence over the objective, unbiased and impartial exercise of independent judgment by any member of the Evaluation Team, the Board, or the Owner; or
 - (ii) could or could be perceived to compromise, impair or be incompatible with the effective performance of the Bidder's obligations under the Contract;
 - (b) any situation or circumstance where any person(s) employed by the Owner in any capacity, or any member of the Board:



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- (i) has a direct or indirect financial or other interest in a Bidder or in the award of the Contract to any Bidder;
 - (ii) is an employee or is a consultant to or is under contract to a Bidder;
 - (iii) is negotiating or has an arrangement concerning future employment or contracting with any Bidder;
 - (iv) has an ownership interest in, or is a principal, officer, director or partner of, any Bidder.
- 13.3.2 If a Bidder discovers, at any time, any potential or actual Conflict of Interest, the Bidder shall immediately send a written statement to the Bid Coordinator describing the potential or actual Conflict of Interest and the proposed steps that, if implemented, would address the identified potential or actual Conflict of Interest. The Owner will review the Bidder's written statement and proposed steps and, without limiting the generality of paragraphs 12.1.3 and 12.1.4, the Owner may, in its sole discretion:
 - (a) disqualify the Bidder from participating in the RFT and reject its Bid;
 - (b) waive any potential or actual Conflict of Interest upon such terms and conditions, if any, as the Owner, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized.
- 13.3.3 The onus is on each Bidder to conduct any and all investigations necessary to confirm and satisfy itself that there is no potential or actual Conflict of Interest. If the Owner determines that a Conflict of Interest exists, or if a Bidder otherwise fails to comply with this Section 13.3, the Owner may disqualify the Bidder and reject its Bid.
- 13.4 CONFIDENTIALITY, DISCLOSURE, AND MFIPPA**
 - 13.4.1 All information provided by or obtained from the Owner in connection with this RFT and the Work, including all Reports, Data and OHS Reports, is and shall remain the property of the Owner and must be treated as confidential whether or not the Contract is awarded, and such confidentiality obligations shall survive termination or completion of this RFT.
 - 13.4.2 By submitting a Bid, Bidders acknowledge that the contents of their Bids will be disclosed, on a confidential basis, to the Evaluation Team and others, including the Owner, the Board, and the Owner's advisors. The Owner will use reasonable efforts to protect sensitive and confidential information provided by Bidders as part of a Bid ("**Bidder Confidential Material**"), however, the Owner shall not be liable in any way whatsoever if the Bidder Confidential Information, or any part of it, is disclosed even if the Owner, its advisors, staff, members of the Evaluation Team, or any other person associated with them may have been negligent with respect to such disclosure. By submitting a Bid each Bidder agrees to such disclosure and releases the Bid Coordinator, the Evaluation Team, the Owner and the Board from any liability for the same.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

- 13.4.3 Information provided in the Bids, including Bidder Confidential Information, may be presented at public meetings and may be disclosed to the public. In addition, the Owner may be required to disclose parts or all of a Bid, including Bidder Confidential Information, pursuant to the dispute resolution process in Article 14 or other litigation process, or pursuant to applicable law including the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) or other legislation. Subject to the provisions of such legislation, the Owner will use reasonable efforts to safeguard the confidentiality of any Bidder Confidential Information, however, the Owner shall not be liable in any way whatsoever if such information is disclosed pursuant to an order, decision or obligation under such applicable law. By submitting a Bid each Bidder agrees to such disclosure and releases the Bid Coordinator, the Evaluation Team, the Owner and the Board from any liability for the same.

13.5 PUBLIC STATEMENTS

- 13.5.1 Bidders shall not publish, issue, advertise, distribute or make any statements, postings, blogs or news release, electronic or otherwise, concerning their or any other Bid, the RFT, the Bid Documents, the Contract, the evaluation of Bids, the award of the Contract, or the cancellation of this RFT, without the Owner's prior express written consent. A Bidder's failure to comply with this paragraph may result in the disqualification of the Bidder and the rejection of its Bid.

13.6 AWARD DOES NOT CONSTITUTE ENDORSEMENT

- 13.6.1 The Owner's award of the Contract, if any, does not constitute a general endorsement of the successful Bidder's work or services.

13.7 DEBRIEFING

- 13.7.1 Following the conclusion of this RFT, and provided the Contract has been awarded and signed, the Owner will offer separate debriefings to Bidders, but only if requested in accordance with paragraph 13.7.2. Debriefings will be held by virtual meeting or in person or by telephone, at the Owner's discretion, and will be scheduled on a date and time and for a duration to be fixed by the Owner.
- 13.7.2 If a Bidder desires a debriefing it shall submit a written e-mail request to the Bid Coordinator within 60 days after the publication of the award of the Contract on the Portal, failing which no debriefing will be provided.
- 13.7.3 During a debriefing the Owner will not provide critiques or discuss the evaluation, score or the merits of any Bid other than the Bid submitted by the Bidder which requested the debriefing.



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

13.8 LIMIT OF LIABILITY

- 13.8.1 Each Bidder agrees that the aggregate liability of the Owner to any Bidder and the aggregate amount of damages recoverable against the Owner for any claims relating to or arising from this RFT or a Bidder's participation in this RFT, including:
- (a) claims arising from negligence, wilful misconduct or other conduct; and/or
 - (b) claims arising from a breach of any contract or any contractual or other relationship or obligation that may arise as a result of a Bidder's participation in this RFT and/or submission of a Bid; and/or
 - (c) claims arising from a breach of the Bid Contract,
- shall be limited to the Bidder's reasonable demonstrated costs of preparing its Bid, up to a maximum amount of \$10,000.

13.9 RELEVANT OWNER POLICIES

- 13.9.1 Bidders should familiarize themselves and shall comply with the following Owner policies:
- Purchasing Policy - <http://www.tcdsb.org/Board/Policies/Pages/FP01.aspx>
Sweatshop Free Purchasing - <http://www.tcdsb.org/Board/Policies/Pages/FP04.aspx>
Conflict of Interest-Employees - <http://www.tcdsb.org/Board/Policies/Pages/HM31.aspx>
Acceptance of Hospitality or Gifts -
<http://www.tcdsb.org/Board/Policies/Pages/HM33.aspx>
Environmental Practice - <https://www.tcdsb.org/Board/Policies/Documents/BM06.pdf>
Compliance with Section 7(1) of the Integrated Accessibility Standards Regulation (IASR) of the Accessibility for Ontarians with Disabilities Act (AODA) -
<http://www.ohrc.on.ca/en/learning/working-together-code-and-aoda>
- 13.9.2 In the event of a dispute arising in connection with this RFT including, without limitation, a dispute concerning the existence of the Bid Contract or a breach of the Bid Contract or whether a Bid meets the Mandatory Requirements, the parties to the dispute agree:
- (a) to use their best efforts to resolve the dispute through amicable and good faith negotiations for a period of at least ten (10) days, having such written and oral communications and meetings as appropriate;
 - (b) if a dispute is not resolved through negotiations any party may, at any time before the Owner refers the dispute to arbitration in accordance with paragraph 14.1.1(c), request that a mediator be engaged to assist in resolving the dispute. If a request for mediation is made the parties shall, within ten (10) days of the request, make reasonable attempts to agree on a mediator and shall mediate the dispute;
 - (c) if the dispute is not resolved through negotiations as provided in paragraph 14.1.1(a), or within thirty (30) days of a request for the appointment of a mediator pursuant to paragraph 14.1.1(b), the Owner, in its unqualified subjective discretion, may refer the dispute to confidential final binding arbitration before a single arbitrator, selected by



Request for Tenders for Demolition of Secondary School at 721 Royal York Road

the Owner, to be held at Toronto, Ontario pursuant to the *Arbitration Act, 1991* (Ontario), as amended. If the Owner refers the dispute to arbitration, each Bidder agrees that it is bound to arbitrate such dispute. Unless the Owner refers such dispute to arbitration, there shall be no arbitration of such dispute.

- 13.9.3 If the Owner refers a dispute to arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two (2) days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award. The cost of the arbitrator and the venue shall be shared equally among the parties to the arbitration.
- 13.9.4 The Owner may give notice of a dispute to one or more Bidders, each of whom shall be a party to and shall be entitled to participate in the dispute resolution process, including any mediation or arbitration, and in the case of arbitration, each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.
- 13.9.5 This Section is not intended to form part of any "Contract A" that may be created between a Bidder and any prospective subcontractor or supplier of that Bidder.

End of instructions to bidders