SIMCOE MUSKOKA CATHOLIC DISTRICT SCHOOL BOARD

REQUEST FOR TENDER

FOR

NOTRE DAME CATHOLIC SCHOOL ADDITION

PROJECT # P00777

T-26-45

CLOSING DATE	
DATE:	**December 9, 2026**
TIME:	**2:00 PM Eastern local time**

ELECTRONIC BID SUBMISSIONS ONLY

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Definitions

Capitalized terms not otherwise defined in this Article or elsewhere in these Instructions to Bidders shall have the meanings ascribed to them in the Definitions to the CCDC2 - 2020 stipulated price contract, as amended by supplementary conditions.

1. **"Addendum"** means a written change, addition, alteration, correction or revision to the Bid Documents issued by the Owner or the Consultant.
2. **"Bid Documents"** shall have the meaning as set out in paragraph 5.1.
3. **"Bid Form(s)**" means *the electronic form(s) to be used by a Bidder to submit its response to the RFT, which forms part of a Submission*.
4. **"Bid Price"** means the total price proposed by a Bidder in its Bid for the performance of the Work
5. **"Submission"** means the information, including the Bid Form, submitted by a Bidder in response to this RFT.
6. **"Bidder"** refers to any legal enterprise making a submission in response to this RFT
7. **"Board"** means the Simcoe Muskoka Catholic District School Board. For clarity, the Board is the "Owner" as defined in the Contract.
8. **"Closing Date"** is the date and time that a Bidder's submission must be received by the Board's Bidding System.
9. **"Consultant"** means (Insert name of Architect / Engineer(Prime Consultant) for the Project)
10. **"Contract"** means the CCDC2 - 2020 stipulated price contract for the Work comprised of the Agreement Between Owner and Contractor, Definitions, General Conditions of the Stipulated Price Contract, Supplementary Conditions, the Project Manual, Drawings, and any other documents referenced in those documents as being "contract documents"
11. **"Contractor"** is the person or entity identified as such in the CCDC2 - 2020 agreement. The term Contractor means the Contractor or the Contractor's authorized representative or designated to the Board in writing.
12. **"Electronic Tendering System"** means the web-based platform used by the Board for competitive bid solicitations, also referred to as the Bidding System
13. "**Place of the Work**" has the meaning set out in paragraph 1.12.
14. **"Project Manual"** means the Supplementary Conditions and Amendments to CCDC2 - 2020 and General Requirements, Division 1, Reports, Schedules, Technical Specifications, Drawings, and any other documents referenced in those documents as being part of the Work for the Project.
15. **"Purchasing Representative"** means the purchasing representative(s) working within the Finance department, who are responsible for the Board's centralized purchasing function and are hereby authorized to act as agent for the Board in all such matters pertaining thereto.
16. **"Request for Tenders"** or **"Tender"** means a formal request for bids, including all other Bid Documents and reports included herein, which will be used to obtain irrevocable Submissions for the performance of the Work on the terms and conditions set forth in the Bid Documents.
17. **"Reports"** has the meaning set out in paragraphs 12 and 13.

18. **"Standard Business Hours"** means any day from Monday to Friday between the hours of 8:30 am and 4:30 pm, excluding statutory or civic holidays observed by the Simcoe Muskoka Catholic Board School Board

19. **"Successful Bidder"** means a Bidder whose Submission has been accepted by the Board and who has been awarded the Contract.

20. **"Work"** means the total construction and related services required by the Bid Documents.

PART A - INFORMATION AND INSTRUCTIONS TO BIDDERS

1. Invitation

1.1 This Request for Tender ("RFT") is an invitation by the Simcoe Muskoka Catholic School District Board (SMCDSB) to **prequalified General Contractors** to submit bids for the provision of General Contractor Services for the Notre Dame Catholic School Addition**,** as further described in the Bid Documents.

1.2 The "Place of Work" described in the Bid Documents will be at 140 Atlantis Drive, Orillia, ON L3V 0A8.

1.3 The successful Bidder is to perform the Work in compliance with the Contract Documents and attain Substantial Performance of the Work on or before August 20, 2028.

1.4 Bidders must be pre-qualified by the Board prior, to respond to the RFT. The Board will not consider bids received from bidders who have not been pre-qualified; and will return the bid unopened.

a) The following General Contractors are pre-qualified to submit:

i. Aquicon Construction

ii. Beaudoin Canada

iii. Betram Construction

iv. Deciantis Construction

v. Devlan Construction

vi. Everstrong Construction

vii. Garritano Bros Ltd.

viii. Harbridge & Cross Limited

ix. JR Certus Construction

x. Quad Pro Construction Inc.

xi. Remo General Contracting

xii. Rutherford Contracting Ltd.

xiii. Struct-Con Construction Ltd.

xiv. Tambro Construction

xv. Van Horne Construction

xvi. W.S. Morgan Construction

1.5 Prequalified Approved Subcontractors (trades):

The following is a list of the Boards prequalified subcontractors. Bidders must use this list.

a) The following mechanical subcontractors are pre-qualified for the Project:

i. BAS Mechanical Ltd.
ii. Black Creek Mechanical Ltd.
iii. CEC Mechanical Ltd.
iv. H.S. St. Amant & Sons Inc.
v. JMR Electric Ltd.
vi. Kelson Mechanical Inc.
vii. Mechfield Canada Inc.
viii. MSB Mechanical Ltd.
ix. Nekison Engineering & Contractors
x. Sexton's Mechanical Limited
xi. Stellar Hi-Rise Mechanical Inc.

b) The following electrical subcontractors are pre-qualified for the Project:

i. Best Electric Co.
ii. CEC Services Limited (Aurora)
iii. JMR Electric Ltd.
iv. N.S.E. 2000 Inc.
v. Pentor Electric Ltd.
vi. STAR ELECTRICAL SERVICES INC.
vii. Walker's Electric 2000 (Div. of 1350223 Ontario Inc.
viii. Wallwin Electric Services Ltd.

c) The following masonry subcontractors are pre-qualified for the Project:

i. Atwill-Morin Group Inc.
ii. Bernel Masonry Ltd.
iii. Blockwall Masonry 18 INC.
iv. Burling Ranger Company Inc
v. Limen Group Const. Ltd
vi. Neivex Masonry Inc.
vii. Robertson Restoration

d) The following roofing subcontractors are pre-qualified for the Project:

i. Atlas-Apex Roofing Inc.
ii. Cordeiro Roofing Ltd.
iii. Crawford Roofing Corporation
iv. Flynn Canada Ltd.
v. Nortex Roofing Ltd.
vi. Pollard Enterprises Ltd.
vii. Proteck Roofing & Sheet Metal Inc.
viii. Provincial Industrial Roofing & Sheet Metal Company Limited
ix. Semple Gooder Roofing Corporation

x. Trio Roofing Systems Inc.
xi. Triumph Roofing & Sheet Metal Inc.

e) The following millwork subcontractors are pre-qualified for the Project:

i. Baywood Interiors Ltd.
ii. Harris Corporate Interiors Inc
iii. Second Generation Furnishings
iv. Wood Design Ltd

f) The following data cabling subcontractors are pre-qualified for the Project:

i. ACP Communications Technologies
ii. Advanced Construction Inc.
iii. CORE Cabling Inc
iv. Telecom By Design
v. Wallwin Integrated Systems

g) The following building automation subcontractors are pre-qualified for the Project:

i. HTS Engineering
ii. Johnson Controls

1.6 To maintain and ensure competitiveness within this tendering process; the Board reserves the right to supplement the pre-qualified General Contractor (GC) and Subcontractors (Subs) listings. Bidders will be advised of an addition(s) though the issuance of an Addendum

2. Bonding and Insurance Requirements

2.1 The Bonding and Insurance requirements for the Contract are as follows:

(a) Refer to Supplementary Conditions CCDC2-2020 - GC 11.2 CONTRACT SECURITY for the Board's Performance and Labour & Material Bonding requirements for this project.

(b) Refer to Supplementary Conditions to CCDC2-2020 - GC 11.1 INSURANCE, for the Board's Commercial General Liability (CGL), Builder's Risk, Automobile (owned and non-owned), Contractor's Equipment requirements for this project.

3. Competition intended

3.1 It is the Board's intent that this RFT will permit competition. It shall be the Bidder's responsibility to advise the Purchasing Representative in writing through the Bidding System, if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFT to a single source. The Purchasing Representative must receive notification no later than seven (7) calendar days prior to the Closing Date.

4. Submissions – Electronic Tendering

4.1 All Bidders shall have a Bidding System "Vendor Account" and be registered as a "Plan Taker" for this RFT, which will enable the Bidder to download the RFT Document, to receive Addenda/Addendum email notifications, download Addendums and to submit their bid electronically through the Bidding System.

4.2 To ensure receipt of the latest information and updates via email regarding this RFT or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and register as a Plan Taker for the bid opportunity at: https://smcdsb.bidsandtenders.ca

4.3 The Board shall only accept and receive electronic Bid Submissions through the Board's Bidding System. The Bidding System will send a confirmation email to the Bidder advising that their Submission was submitted successfully.

5. Bid Documents

5.1 The following are the Bid Documents:

a) Information and Instructions to Bidders;

b) Bid Form;

c) Other Bidding System Tables;

d) The Contract, consisting of the standard form CCDC2 – 2020 stipulated price contract comprised of the Agreement Between Owner and Contractor, Definitions, and General Conditions of the Stipulated Price Contract and the Supplementary Conditions;

e) The Project Manual;

f) Drawings (as per list of Drawings);

g) Appendices; and

h) Addenda (if applicable)

5.2 The Bid Documents are made available only for the purpose of submitting Bids for the Project. Availability and/or use of the Bid Documents does not confer a license or grant for any other purpose.

6. Trade Agreements

6.1 This RFT is subject to the Canadian Free Trade Agreement (CFTA) and Canadian-European Union Comprehensive and Economic Trade Agreement (CETA).

7. Summary of Events

Event	Date/Time
Issue Date of the RFT	**November 18, 2026**
Site Visit / Pre-Bid Meeting	**November 26, 2026, at 3:00 PM local time.**
Deadline for Questions and Materials Substitution Requests	**December 3, 2026, at 2:00 PM local time.**
Deadline for Issuing Addenda	**December 7, 2026, at 2:00 PM local time.**
Closing Date	**December 9, 2026, at 2:00 PM local time.**
Submission of Supplementary Forms	**24 hours after the closing date and time.**

Note: Although every attempt will be made to meet all dates, the Board reserves the right to modify any or all dates at its sole discretion.

8. Site Visit / Pre-Bid Meeting

8.1 Bidders are invited and **strongly encouraged** to attend a one-time **Non-Mandatory** site visit / pre-bid meeting to be held at the place of work on the date and time set out in section 9.

8.2 The purpose of the site visit will be to allow each Bidder to observe building infrastructure interferences, the local conditions to be met during the performance of the Work. Each Bidder shall examine the surrounding and adjacent public and private properties for existing conditions including, but not limited to, the rights and interests of other parties that may be interfered with during the performance of the Work.

8.3 No Bidder shall claim, at any time after the Closing Date that there was any misunderstanding about the terms and conditions of the Contract relating to local and surrounding site conditions. No adjustment to the Contract Time or to the Contract Price will be made for difficulties encountered during the performance of the Work due to conditions, building infrastructure interferences, features, and peculiarities of the site Place of the Work or surrounding area that were evident on or before the Closing Date.

8.4 In addition to the site coordination efforts the Board is providing pictures of the work site for bidders to review and make their interpretations and determinations. The pictures are being provided for information purposes and to assist bidders with the preparation of the bid. The Board assumes no responsibility for the content of the pictures. Bidders should review the pictures and make their own interpretations and determinations in preparing their bids but not solely rely on the pictures to understand building infrastructure conditions.

8.5 Any new information or changes provided at the information meeting will be summarized in an addendum, which will be issued prior to the Deadline for Issuing Addenda set out in section 9. However, neither the Board nor the Consultant will be responsible for instructions, clarifications or amendments communicated orally. Instructions, clarifications or amendments that affect the Bid Documents may only be made by addendum.

9. Material Disclosures

9.1 Mandatory Technical Requirements

Buy Ontario Procurement Directive

To meet the mandatory eligibility requirements established by the Buy Ontario Procurement Directive, each Bidder shall submit the following:

a) Written Commitment: A commitment to supply Ontario-Made Goods and Ontario Services an/or Canadian-Made Goods and Canadian Services (the "Content Commitment"), with a minimum value of 51% of the Bid Price must be submitted/confirmed as part of the Bid. If the Bidder does not select "Yes" for the commitment the bid shall be disqualified.

b) Domestic Supply Chain Plain (DSCP):

The DSCP shall identify the source and percentage value for each major goods and services required to complete the Work, including goods and/or services supplied by subcontractors.

The DSCP will not be scored, however the DSCP Total Value must be at least 51% of the Bid Price. If the DSCP Total Value is less than 51% of the Bid Price, the bid shall be disqualified.

Bidders that do not submit a completed Domestic Supply Chain Plan with the indicated commitment percentage shall be disqualified at the discretion of the Board.

For the purposes of this RFT, the following definitions apply:

"Bid Price" means the Subtotal Contract Amount indicated in the Summary Table in the Schedule of Prices on the Bidding Website.

"Canadian-Made Good" means a good that meets any **one** of the following criteria:

- wholly manufactured or originating in Canada
- at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada labelled as "Made in Canada" or "Product of Canada".

"Canadian Service" means a service wholly provided by individuals (natural persons) located in Canada.

"DSCP Total Value" means the DSCP Total Value entered reflected in the DSCP.

"Ontario-Made Good" means a good that meets any **one** of the following criteria:

- wholly manufactured or originating in Ontario
- at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

"**Ontario Service**" means a service wholly provided by individuals (natural persons) located in Ontario.

10. Special Project Considerations – Appendix C

11. Statement of Understanding

11.1 Each Bidder shall be deemed to have carefully examined the RFT Documents prior to submitting its Submission for the Work, and if it should discover any omissions, errors, discrepancies, ambiguities or other anomalies or have any questions or doubts as to the meaning of any portion thereof, it shall, before submitting its Bid, communicate the same in

writing to the Board through the Bidding System. At the Board's sole discretion, some or all of the corrections, questions and answers may be incorporated into an Addendum.

11.2 Each Bidder warrants and represents that it has substantial and significant experience in undertaking work of a nature and scope similar to that contemplated herein, and that it possesses the competence, skills, experience and expertise required to successfully carry out the Work and that in preparing its Bid, it has satisfied itself that it has secured all necessary information required by a competent, experienced Contractor to prepare a responsible and complete Bid.

11.3 Bidders are solely responsible for their own expenses in preparing their Submission. If the Board elects to reject any or all Submissions, the Board will not be liable to any Bidder for any claims, whether for costs or damages incurred by the Bidder in preparing their Submission, loss of anticipated profit in connection with any final Contract, or any other matter whatsoever.

12. Site Investigation

12.1 Geo-Environmental and Geo-Technical Investigation

a) Any soils investigation, environmental, geotechnical or other reports prepared or obtained with respect to the Place of the Work (collectively the "**Reports**") are bound in this specification, titled as follows:

i. GEI Consultants
Geotechnical Investigation Proposed Addition to Notre Dame Catholic School
140 Atlantis Drive, Orillia, ON
November 21, 2025
Project No. 2503918

ii. GEI Consultants
Soil Characterization Report Proposed Addition to Notre Dame Catholic School
140 Atlantis Drive, Orillia, ON
September 2026
Project No. 2503918

iii. GEI Consultants
Hydrogeological Investigation Proposed Addition to Notre Dame Catholic School
140 Atlantis Drive, Orillia, ON
December 5, 2025
Project No. 2503918

b) The Reports record properties of the soil and recommendations for the design of the Work. The recommendations indicated in the Reports are a requirement of the Contract.

c) The Reports should not be considered a representation of the site conditions of the entire Place of the Work. Should site conditions, in the opinion of the Consultant and the geotechnical engineer, be found to vary substantially from the Reports, changes in the design and construction of the foundations will be made, with resulting credits or expenditures to the Board

d) Neither the Board nor the Consultant guarantees the accuracy or completeness of the Reports, nor does either assume any responsibility for any interpretations or conclusions that Bidders may make or draw from the Reports.

e) Haulage of Excavated Site Soil

a. The Assessment of Past Uses, Sampling and Analysis Plan, and Soil Characterization Report have identified the Applicable Site Condition Standards (SCS) for the project site to be MECP Table 2 for Residential / Parkland / Institutional land use, in accordance with Ontario Regulation 153/04, as amended. (O.Reg. 153/04, as amended). Refer to the supporting Excess Soil Documentation including Technical Memorandum of May 25, 2026, for specifics regarding soil export from the Project Site and applicable O.Reg. 406./19 requirements. It is noted that Recommendations given in the Technical Memorandum are considered to be a requirement of the contract.

b. The contractor is fully and solely responsible for all activities and costs related to haulage of soil.

c. The costs to move the soil is the contactors responsibility. Such that the schedule is not affected, the contractor will need to promptly identify the receiving site (including approval, in writing, by the Reuse Site Qualified Person) prior to moving the excess soil such that GEI (QP for the SMCDSB) can review and approve the proposed receiving Site, including the potential to conduct any additional required sampling and analysis noted below for the project site and the receiving site, at the contractor's expense.

d. Sampling and Analysis representing 9,000 m3 of excess soil (refer to Soil Characterization Report included in the Tender) has been conducted in accordance with O.Reg. 406/19. Should additional sampling be required by a potential Receiving Site selected by the Contractor, all such sampling and reporting is to be conducted at the contractor's expense.

e. EC/SAR Impacted Excess soil generated at the Project Area may be disposed of at an approved facility or a receiving site with the following applicable MECP ESQS:

i. Class 1 Soil Management, Local Waste Transfer, or Landfill Facility

ii. MECP Table 2.1 ESQS for RPI/ICC Property Use — subject to Item f below re: EC/SAR Impacted (Salt Impacted soil)

iii. MECP Table 3.1 ESQS for RPI-ICC Property Use. – subject to Item f below re: EC/SAR Impacted (Salt Impacted soil)

f. It is noted that the laboratory chemical analysis of twelve (12) of forty-five (45) samples indicated elevated EC and/or SAR concentrations above the MECP Table 2 RPI Site Condition Standards for reuse on-Site. Furthermore, the same 12 samples exceeded the MECP Table 2.1 RPI and 3.1 RPI Excess Soil Quality Standards

(ESQS) and 3 samples exceeded the MECP Table 2.1 ICC and 3.1 ICC ESQS for export consideration. As such, the excess soil generated at these locations are designated as waste and should be exported to a Class 1 Soil Management, Local Waste Transfer, or Landfill Facility. However , should the contractor elect to export excess soils to a Receiving Site capable of accepting EC/SAR (salt impacted) impacted excess soils, written authorization from the Receiving Site Owner/Authorized representative must be provided prior to export of the salt impacted excess soil, accepting the fact that the soil is salt impacted and acknowledging that final placement is being carried out in accordance with O.Reg. 406/19 and in accordance with Section D, subsection 1 (2) of the Excess Soil Rules. The contractor is fully and solely responsible for all activities and costs related to haulage of soil to the Receiving Site.

g. If more than 9,000 m3 of excess soil is to be generated within the Project Area or if any excess soil is to be generated outside the Project Area, GEI should be contacted to reassess the suitability of the soil prior to export.

h. Excavated site soil shall not be hauled to a site where Table 1 Site Condition Standards apply, or to a site where a Record of Site Condition (RSC) is being carried out as outlined in O.Reg.153/04, as amended.

12.2 Site Information

Where the Work involves existing facilities, plant or equipment, any reports, data or as-built drawings concerning such facilities, plant or equipment (collectively the "**Data**") are available from the Consultant. The Data is provided for general information and guidance purposes only. Neither the Board nor the Consultant guarantees the accuracy or completeness of the Data, nor does either assume any responsibility for any interpretations or conclusions that bidders may make or draw from the Data.

12.3 Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent research, due diligence or to perform any other investigations considered necessary by the bidder to satisfy itself as to all existing conditions, circumstances and limitations affecting the Work, including the existence and/or locations of utilities and underground services. The bidders' obligations set out in this paragraph apply irrespective of any Reports, Data or any information contained in the Bid Documents.

12.4 No allowances will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by investigation or other due diligence undertaken prior to the Closing Date, and/or in connection with Work which is required and which is reasonably inferable from the Reports and/or Data as being necessary.

13. Designated Substances

13.1 Without limiting the obligations of the bidders set out in paragraph 12, where the Place of the Work is within or part of an existing building, bidders should note they may encounter designated substances such as lead, mercury, silica, asbestos-containing material ("ACM"), benzene, arsenic, etc. If applicable, a list of designated substances present at the Place of the Work has been provided to all bidders and, if ACM is included in the list of designated substances and a report has been provided indicating the condition and location of any ACM that may be present at the Place of the Work (collectively the "OHSA Reports"). Designated substance information prepared or obtained with respect to the Place of the Work (collectively the "Data") are bound in the specification and titled as follows:

Designated Substance Report – Appendix E.1

13.2 In carrying out the Work under the Contract, Bidders shall ensure they do not handle, deal with, disturb or remove any designated substance whether identified in the OHSA Reports or not, unless included in the Work required by the Bid Documents. Should a Bidder determine, prior to the Closing Date, that the Work cannot be completed without handling, dealing with, disturbing or removing any designated substance identified in the OHSA Reports (and the Work does not otherwise require the Bidder to handle, deal with, disturb and/or remove such substance), it shall immediately notify the Board and the Consultant in writing so that, if necessary, instructions and/or clarifications may be issued in the form of an Addendum.

13.3 All information provided to or obtained by Bidders in connection with this bid process, including all Reports, Data and the OHSA Reports, are and shall remain the property of the Board and must be treated as confidential whether or not a Contract is awarded, and which confidentiality obligations shall survive termination of the bid process. Such information is not to be used for any purpose other than submitting a Bid.

14. Materials Substitution

14.1 Submissions shall be based on the supply of named articles and or products as specified in the Bid Documents. Substitution of the named articles and or products will only be permitted when the Bidder has submitted a written request to substitute from the manufacturer, product or system. The submission shall include data and information as necessary to demonstrate and verify equal performance. The Consultant will perform a review of the submission and at the sole discretion of the Consultant, will ascertain conformance of the submitted manufacturer, product or system with the Bid Documents and acknowledge acceptance of the proposed substitution by Addendum only. Requests to substitute a manufacturer, product or system must be made on or before the Materials Substitution Requests Deadline set out in section 9 so that, if deemed necessary, acceptance of the substitution may be issued to all Bidders by Addendum.

14.2 When two or more of the products are named in the Bid Documents, any one of the products named will be acceptable. When requested by the Consultant, after the Bid Contract has been awarded, the bidder shall notify the Consultant of the name of the manufacturer, product or system included in the Bid. If due to availability or colour limitations, the Consultant has to request a change to one of the other named manufacturers, products or systems, this shall be completed without extra cost to the Bid Contract.

14.3 The Bid shall be based on the use of approved products only.

15. Bid Security and Agreement to Bond

15.1 Bidders shall provide a Bid Bond with a value of 10% of the Bid Price. Bidders will also provide an Agreement to Bond to verify that a bond company is willing to issue the requisite performance and labour and material bonds should the Bidder be awarded the Contract.

15.2 The Bid Bond and Agreement to Bond shall be in the form of **one of the two following** options and **shall be submitted with the electronic Submission,** as instructed below:

a) Option # 1: A Digital Bid Bond and Digital Agreement to Bond

Bidders shall **up-load** a copy of the Digital Bid Bond and Digital Agreement to Bond, and follow the upload instructions as outlined on the Board's Bidding System.

If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on Surety Association of Canada's website.

All instruction details for accessing authentication should be included with the up-loaded Bond.

b) Option # 2: A Scanned Paper Bid Bond and Scanned Agreement to Bond – (Pdf Format)

Bidders shall **scan and up-load** a copy of the Paper Bid Bond and Agreement to Bond and follow the upload instructions as outlined on the Board's Bidding System.

If this alternative is used, Bidders should request either; an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow the seal to be visible to the Board.

The original bid bond and Agreement to Bond may be required to follow within 48 hours of the Bid Closing Time and Date.

16. Submission Requirements

16.1 Failure to adhere to the following mandatory submission requirements shall result in a Submission being declared non-compliant:

a) Submissions shall be received by the Bidding System before the Submission Deadline;

b) Submissions shall be complete and in the original form as supplied without any unauthorized alterations, additions, deletions, conditional or qualifying statements made to or provided with the Bid Form;

c) The Bid Form shall clearly identify the Bidders business name;

d) The Submission must comply with the terms and conditions of the RFT Documents;

e) Any failure by a Bidder to insert a unit price where required;

f) No claims or litigation proceedings have been instituted by the Bidder against the Board, or in turn by the Board against the Bidder;

g) Any other mandatory requirement defined within the RFT document.

16.2 Key Personnel and Subcontractors

a) Bidders shall indicate their Key Personnel, Subcontractors and Suppliers proposed to perform work or supply materials, services and labour for the Work defined in the RFT document by completing the form within the bidding system identified as List of Bidder Key Personnel and List of Subcontractors and Suppliers

b) Failure to list Bidder Key Personnel where required, or the listing of more than one Key Person to perform in a position, may result in the Bid being rejected. Failure to reach mutual agreement on Key Personnel may result in the Bid being rejected. Failure to list Subcontractors and/or Suppliers where required, or the listing of more than one Subcontractor and/or Supplier to perform or supply an item of Work, may result in the Bid being rejected.

c) Where the Board has pre-qualified one or more Subcontractors or Suppliers to perform or supply an item of the Work called for by the Contract, bidders shall select only a pre-qualified Subcontractor or Supplier to perform or supply that item of Work. Failure to do so may result in the Bid being rejected.

d) Where a bidder lists “own forces” the Board reserves the right to obtain information from the bidder and from third parties respecting the qualifications and experience of the bidder’s “own forces”.

16.3 Pricing

a) All prices are in Canadian funds.

b) Where the Bid Price or any other prices are provided in words and in numbers, the words shall govern in case of conflict or ambiguity between the words and numbers.

c) Where the Bid Form or Appendices require the Bidder to provide a breakdown of the Bid Price, then, in the case of conflict or ambiguity between the bid price and the sum of the breakdown of the bid price, the bid price in the bid form shall govern over the sum of the breakdown of the bid price in the Appendices and shall be taken as the bidder’s Bid Price.

d) Harmonized Sales Tax (HST) shall not be included in any prices submitted as part of a Bid. All other taxes shall be included.

e) Separate, Itemized, Alternative, Information and Unit Prices. Where required by the Bid Documents, bidders shall submit:

i. Separate prices for work, if any, if requested as Appendix B in the Electronic Bidding System, identified as Separate Prices, are for work that is not included in the bid price but which the Owner may add for the amount quoted.

ii. Itemized prices for Work, if any, if requested as Appendix B in the Electronic Bidding System, identified as Itemized Prices, are for Work that is included in the bid price but which the Owner may delete for the amount quoted.

iii. Alternative prices for work, if any, if requested as Appendix B in the Electronic Bidding System, identified as Alternative Prices, are for work that is not included in the bid price but which the Owner may substitute for Work which is included in the bid price, for the amount quoted.

iv. Information prices for work, if any, if requested as Appendix B in the Electronic Bidding System, identified as Information Prices, are for Work that is included in the bid price but which the Owner may require for financial reporting purposes.

v. Unit prices, if any, if requested as Appendix B in the Electronic Bidding System, identified as Unit Prices. Unit prices quoted shall include all costs associated with the required service including but not limited to rental/supply, delivery, labour, cleaning, environmental and energy surcharges, but excluding HST. The Board will not pay any additional fees, including but not limited to delivery, service, fuel or minimum use charges in addition to the unit prices quoted.

f) The Board reserves the right to accept or reject any or all of the separate, itemized, alternative and unit prices submitted. Failure to include a price for work for which a separate, itemized, alternative, information and unit price is required may result in the Bid being declared non-compliant.

16.4 Commitment – Buy Ontario Procurement Directive

Bidders shall provide a commitment (the "Content Commitment") as part of their bid submission in accordance with the Ontario Government Buy Ontario Procurement Directive. The Bidder shall select "Yes" in Specifications – Attestation Form -Domestic Supply Chain Plan in the Bidding System. Failure to select "Yes" shall result in rejection of the bid.

16.5 Domestic Supply Chain Plan – Buy Ontario Procurement Directive

Bidders shall complete the Domestic Supply Chain Plan as part of their bid submission in accordance with the Ontario Government Buy Ontario Procurement Directive.

The Bidder shall identify the source and percentage value for each major good/service required to complete the Work, including goods and/or services supplied by subcontractors.

The Board reserves the right to audit the successful bidder during the term of the contract and for a period of two (2) years thereafter, to verify the accuracy and ongoing truth of the content of their Domestic Supply Chain Plan. The successful bidder shall provide full and timely cooperation with any audit carried out, including by providing access to applicable records, personnel, and facilities and by responding promptly to reasonable requests for information and clarification. Failure by the successful bidder to comply with the audit or with their Domestic Supply Chain Plan may be considered a default and will entitle the Board to pursue any and all remedies against the successful bidder, including payment holdback, termination of the contract, and suspension of the successful bidder from future bid opportunities.

17. Bid Process Contact Information

17.1 The Purchasing Representative contact on this RFT is:
Christina Garriock, Procurement Supervisor

18. Inquiries

18.1 All Inquiries concerning this RFT including specifications, process and results are to be submitted in writing through the Board's Bidding System, using the Submit a Question function by the Deadline for Questions.

18.2 Inquiries shall not be directed to any other Board employees. No Inquiries will be accepted by telephone.

18.3 A transcript of the questions and answers will be posted on the Board's Bidding System in the form of an Addendum on or before the Deadline for Issuing Addenda.

19. Omissions, Discrepancies and Interpretations

19.1 The Board shall not be held liable for any errors or omissions in any part of RFT the Bid Documents. While the Board has used considerable efforts to ensure an accurate representation of information in this document, the information contained herein is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. Nothing in the document is intended to relieve the Bidder from forming their own opinions and conclusions with respect to the matters addressed in RFT the Bid Documents.

19.2 Should a Bidder find omissions or discrepancies in any part of RFT the Bid Documents or should the Bidder be in doubt as to the meaning of any part of such documents, the Bidder shall notify the designated contact without delay.

19.3 No oral explanation or interpretation will modify any of the requirements or provisions of the Documents. The Board will assume NO responsibility for oral instructions or suggestions. Clarifications, if any, will be made by way of an Addendum.

20. Withdrawal and Amendment of Bids

20.1 Bidders may amend or withdraw their Submission prior to the Closing Date. However, the Bidder is solely responsible to:

a) Withdrawal – Ensure the submission is **WITHDRAWN** from the Bidding System before 2:00:00 p.m. (14:00:00 hours) Eastern local time, on the Bid Closing Date.

b) Amendment - Ensure the re-submitted bid is **RECEIVED** by the Bidding System before 2:00:00 p.m. (14:00:00 hours) Eastern local time, on the Bid Closing Date.

21. Bid Preparation & Cost

21.1 The Bidder shall bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

22. Irrevocability of Bids

22.1 All submissions in response to this RFT will become irrevocable for a period ninety (90) Working Days. The Bidder agrees that should the Board issue the award of the contract to them as the Successful Bidder, the Bidder will enter into the Contract with the Board.

23. Addenda

23.1 Addenda if required will be issued by the Board's Purchasing Department and form part of the Bid Documents.

23.2 Bidders must acknowledge receipt of any Addenda through the Bidding System by checking the applicable box(es) for each addendum and any associated attachments (if applicable) that have been issued before a Bidder can complete their inline Submission

23.3 Addendum/Addenda will be issued through the Bidding System, on or before the Deadline for Issuing Addenda; however, the Board reserves the right to issue Addenda after such date as may be deemed necessary by the Board or the Consultant, in their sole discretion.

23.4 In the event an Addendum is issued after the Deadline for Issuing Addenda, it may include an extension of the Closing Date. It is the responsibility of the Bidder to have received all Addendum/Addenda that have been issued. Bidders should check online at https://smcdsb.bidsandtenders.ca prior to submitting and up until the Closing Date in the event additional Addendums are issued.

24. Bid Evaluations

The Consultant and Purchasing Representative, either of whom may obtain the assistance of sub-consultants and advisors, as they may deem appropriate, will conduct the evaluation process. However, and notwithstanding anything else contained in any of the Bid Documents, the award of the Contract, if any, is subject to the approval of the Board, in the Board's sole and unfettered discretion. Bidders shall have no claims whatsoever against the Board or any member of the Board arising out of the Board or Owner's exercise of its authority, particularly in the event that the Board, in its sole and unfettered discretion, and for any or no reason, decides not to award the Contract. Bidders acknowledge that by offering their Submission they are expressly waiving their right to claim against the Board and members of the Board for the Board's exercise of its authority in deciding, for any or no reason, not to award the Contract.

24.1 Stage I – Mandatory Submissions Requirements

Stage I will consist of a review to determine which Submissions comply with all of the mandatory submission requirements. Submissions that do not comply with all of the mandatory submission requirements as of the Closing Date will; subject to the express and implied rights of the Board, be deemed non-compliant, disqualified and not evaluated further.

24.2 Stage II – Mandatory Technical Requirements

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements as defined in item 11. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will; subject to the express and implied rights of the Board, be disqualified and not evaluated further.

24.3 Stage III – Pricing

Stage III will consist of an evaluation of the submitted pricing of compliant bids in accordance with the Pricing Forms. Evaluation of price will be undertaken after the evaluation of mandatory requirements (if applicable) has been completed.

25. Verify, Clarify and Supplement

25.1 When evaluating bids, the Board may request further information from the Bidder or third parties in order to verify clarify or supplement the information provided in the Bidder's Submission. The response received by the Board shall, if accepted by the Board, form part of the Bidder's Submission.

25.2 The Board and/or Consultant may contact any one or more Bidders to request additional information (collectively "**Additional Information**") including:

a) the submission of a trade by trade breakdown of the Bid Price;

b) the submission of a preliminary construction schedule showing Project milestones and critical schedule items; and/or

c) clarification or any other information,

Without any obligation to contact any other bidder or bidders with the same or any requests for Additional Information. Requests for Additional Information shall not be construed as award of the Contract, acceptance of a Submission, or the rejection of a Submission.

25.3 Bidders shall respond to all requests for Additional Information within the time stipulated at the time of the request. Failure to do so may result in the Bid being rejected.

25.4 Information, prices, rates and documents submitted in response to a request for Additional Information shall form part of a bidder's Bid.

26. Selection of Bidder

26.1 It is the Boards intention to award this RFT to the lowest compliant Bidder based on the total lump sum bid price, and DSCP, subject to the Boards reserved rights. The selected bidder will be required to enter into an Agreement in accordance with the RFT.

26.2 In the event of a tie, the selected bidder will be determined by way of a coin toss to be performed at a time and location of the Boards' choosing with the Purchasing Representative, the Consultant and one representative of each tied Bidder in attendance. The Consultant shall provide the coin and the Board shall designate which Bidder is "heads" and which Bidder is "tails". The Consultant shall flip the coin letting it land on the ground.

27. Execution of Contract

27.1 The successful Bidder, if any, shall sign, scan and upload in ".pdf" format, the required executed Contract documents to the Board's Bidding System within ten (10) Working Days of written notification of award. Should the Successful Bidder either; attempt to withdraw their Bid, or fail to or refuse to execute the Contract and/or provide the necessary documentation, within the time specified, the Board:

a) reserves the right in its absolute discretion to exclude such defaulting successful Bidder from eligibility to submit bids or quotes in response to a Board procurement process, or to participate in a Board pre-qualification process, for a period of up to three (3) years from the Closing Date; and

b) subject to the Board's reservation of rights under this RFT, may disqualify the defaulting Successful Bidder's Bid Submission and, without incurring any liability, award to the next compliant Bidder with the lowest Bid Price.

27.2 The following are the required documents:

a) Performance, Labour and Material Bonds as defined in the Contract;

b) Certificate(s) of Insurance as defined in the Contract;

c) Current copy of the Workplace Safety and Insurance Board Clearance Certificate; and

d) Signed Contract.

27.3 The Contract may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail or other electronic delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

27.4 The Bidder(s) shall not make any news release concerning this procurement or award of the same or resulting Contract(s) without the express written permission of the Board. The Board will publicly post the contract award information once the award has been finalized as indicated in RFT the Bid Documents.

28. Notification of Other Bidders

28.1 Once the Contract is executed by the Board and a Bidder, the other Bidders may be notified directly in writing, but in any event shall be notified by public posting of the outcome in the same manner that notification of this RFT was originally posted.

29. Bidder Debriefing

29.1 In accordance with the Boards Policy (Governance and Planning, Purchasing Policy GP-07), bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the Purchasing Representative and must be made within ten (10) Working Days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. It is not the intent of debriefings to provide an opportunity to challenge the procurement process or its outcome.

30. Bid Protest Procedure

30.1 Bidders may request to participate in a bid protest process however, prior to submitting such request, the Bidder must have requested and participated in a Bidder Debriefing. The Board's

complete Procurement Protest process can be found on the Board's website at: Governance and Planning, Purchasing Policy GP-07.

31. Dispute Resolution

Differences between the parties to this Agreement as to the interpretation, application, or administration of this Agreement, or any failure to agree where agreement between the parties is called for, herein collectively called "disputes", shall be settled in accordance with the following dispute resolution process:

i) The parties agree to use their best efforts to resolve the dispute through amicable and good faith negotiations for a period of at least ten (10) business days, having such written and oral communications and meetings as appropriate. The parties agree to provide without prejudice, frank, candid, and timely disclosure of the relevant facts, information, and documents to facilitate such negotiations. Nothing herein shall be construed to prevent either party from independently consulting with counsel or making disclosure to insurance companies as required by applicable policies of insurance.

ii) Any dispute between the parties arising out of or relevant to the Agreement which cannot be resolved by the parties shall be referred to mediation for mandatory Alternative Dispute Resolution, and a Mediator shall be selected from the list of approved Mediators of the Ontario Court (General Division), SMCDSB, and such mediation is to take place within thirty (30) days of such referral. Any dispute between parties which cannot be resolved by such mediation shall be settled and determined by a court of competent jurisdiction provided, however, that the Board reserves the right to submit such dispute for settlement and determination by arbitration pursuant to the Arbitration Act of Ontario, as same may be amended from time to time, in which case the following provisions shall apply. Either party may at any time give written notice to the other of its desire to submit such dispute to arbitration stating with reasonable particularity the subject matter of such dispute. In the case of the Respondent(s) giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the Respondent(s) may refer such matter to a court of competent jurisdiction.

iii) If the Board generates the notice, or if the notice is generated by the Respondent(s) and consented to by the Board, then the following provisions shall apply. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute. If the parties fail to appoint an arbitrator, either party may apply to a Judge of the Ontario Court (General Division) to appoint an arbitrator to determine such dispute. The costs of arbitration shall be paid by the party as determined by the arbitrator, which jurisdiction shall include the determination of the costs to be paid by the unsuccessful party.

iv) The award of the arbitrator shall be final and binding upon the parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.

32. Freedom of Information and Protection of Privacy

32.1 All submissions to the Board become the property of the Board and as such are subject to the *Freedom of Information and Protection of Privacy Act* R.S.O. 1990, F.31.

32.2 Bidders may identify any part of their submission as confidential except for the total Bid Price and the Bidder's name. The Board will use its best efforts not to disclose any information so marked but shall not be liable to a Bidder where information is disclosed by virtue of an order of the Privacy Commissioner or otherwise as required by law.

32.3 Upon award, the Board will publish the Bidder's name and total award amount.

33. Conflict of Interest and Prohibited Conduct:

33.1 Conflict of Interest

The Board may disqualify a bidder for any conduct, situation or circumstances, determined by the Board, in its sole and absolute discretion, to constitute a Conflict of Interest, including any conduct, situation or circumstance that may give the appearance of a Conflict of Interest.

33.2 Disqualification for Prohibited Conduct

The Board may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Board determines that the bidder has engaged in any conduct prohibited by this RFT.

34. Communications

34.1 Blackout Period

The Board prohibits communications with respect to this bid opportunity initiated by a Bidder to any Board official, consultant or employee for the period of time from the date of issuance of the Bid on the Board's electronic Bidding System up to and including the date that the contract has been formally awarded. This is the "Blackout Period" of a competitive bid process.

Any communication between a Bidder and the Board during the Blackout Period will be initiated by a representative from the Board's Purchasing Representative division for reasons as outlined in the Reservation of Rights and Privilege clause in this document. Any communication initiated by a Bidder during the Blackout Period in contradiction to this clause, may be grounds for disqualifying the Bidder from consideration for the Contract Award.

34.2 Media

Bidders shall not at any time directly or indirectly communicate with the media in relation to this RFT or any agreement entered into pursuant to this RFT without first obtaining the wrote permission of the RFT Contact.

34.3 No Lobbying

Any attempt on the part of a Bidder, or its employees, agents, Contractors, sub-contractors or representatives, to contact an employee of the Board, Elected Official or Appointed Officer, other than the designated Purchasing Department contact person as outlined in this document, to influence the outcome of the purchasing process or subsequent award in any manner, including but not limited to collusion, bribery, gratuity, or fraud, shall result in the disqualification of the Bidder from the bidding process.

At the discretion of the Board, any Bidder who violates the provisions of this clause may be prohibited from submitting a future bid to the Board for up to five (5) years or in some cases, indefinitely.

35. Illegal or Unethical Conduct

Bidders shall not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders shall not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Board; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this RFT.

36. References and Past Performance

36.1 In accordance with the Boards' Purchasing Policy, the Board may prohibit a bidder from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

(a) illegal or unethical conduct as described above;

(b) the refusal of the supplier to honour submitted pricing or other commitments; or

(c) any conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to have constituted a Conflict of Interest.

37. Reserved Rights and Limitation of Liability

37.1 Reserved Rights and Privileges

Notwithstanding any other term of this RFT, the Board retains and reserves the right, privilege, entitlement and absolute discretion (for whatever or no reason) to:

a) make public the names of any or all Bidders;

b) make changes, including substantial changes, to this RFT provided that those changes are issued by way of Addendum in the manner set out in this RFT;

c) request written clarification or the submission of supplementary written information in relation to the clarification request from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Bid Submission;

d) assess a Bidders' Bid Submissions on the basis of: (i) a financial analysis determining the actual cost of the Bid Price when considering factors including quality, service, price and transition costs arising from the replacement of existing goods, services, practices, methodologies and infrastructure (howsoever originally established); (ii) the total Bid Price, inclusive of the prices tendered for any provisional or optional items, or only the price stipulated for the base contract work, or any combination thereof, in determining which Bid Submission best meets its needs and interests and (iii) in addition to any other evaluation criteria or considerations set out in this RFT, consider any other relevant information that arises during this RFT process;

e) waive strict compliance with the terms of the RFT if, in the opinion of the Board, the non-compliance does not affect the Bid in any material way with materiality to be determined in the sole discretion of the Board;

f) verify with any Bidder or with a third party any information set out in a Bid Submission;

g) check references other than those provided by any Bidder;

h) disqualify a Bidder, rescind a notice of award or terminate a Contract subsequently entered into if the Bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;

i) disqualify any unbalanced Bid Submissions with the determination of an unbalanced Bid Submission being made at the Board's sole discretion;

j) reject any Bid Submission of a Bidder who has made a formal demand or otherwise put the Board on notice for a pending action or who is involved in any litigation with the Board;

k) cancel this RFT process at any stage, including after the Closing Date, without re-issuing a new RFT for the same or similar deliverables, without liability to the Bidders;

l) cancel this RFT process at any stage, including after the Closing Date, and issue a new RFT for the same or similar deliverables, without liability to the Bidders;

m) accept any Bid Submission in whole or in part; or

n) reject any or all Bid Submissions; and

o) Under the following circumstances:

i. If only one Bid is received, the Board has the right to elect to:
   1. open the Bid;
   2. open the Bid and cancel the RFT;
   3. open the Bid and the Board may enter into negotiations with the Bidder if it is a compliant Bid; or
   4. not open the Bid and cancel the RFT.

ii. If only one compliant Bid is received, the Board has the right to elect to:
   1. enter into negotiations with the Bidder; or
   2. cancel the RFT; or
   3. cancel the RFT and reissue the Bid document at a later date.

iii. If no Bids or no compliant Bids are received, the Board has the right to elect to:
   1. cancel the RFT
   2. cancel the RFT and reissue the Bid Document at a later date;
   3. cancel the RFT and to single source the works to any one entity whatsoever at its sole discretion.

The Bidders acknowledge that the Work, or portions thereof, are subject to the procurement and issuance of certain permits, authorizations, licenses, easements and other approvals (the Approvals) as may be required from third parties, including applicable government agencies, under applicable laws, statutes and regulations in order to commence and perform the Work. In the event, and to the extent, any such Approvals are not issued in order to permit commencement or performance of the Work, the Board reserves the right to either:

a) not award the Contract and cancel the RFT; or
b) award the Contract in whole or in part, subject to the right of the Board to cancel all or part of the Contract at any time after award in the event any required Approvals cannot be obtained; or
c) delay the consideration of the award of the Contract until such time as the required Approvals have been obtained.

By submitting a Bid, the Bidder acknowledges the Board's rights under this Section and absolutely waives any right, or cause of action against the Board, by reason of the Board's failure to accept the Bid submitted by the Bidder, whether such right or cause of action arises in contract, negligence or otherwise.

37.2 Limitation of Liability

By submitting a bid, each bidder agrees that

a) neither the Board nor any of it employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this RFT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and

b) the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the Board's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed agreed to waive such right or claim.

38. Governing Laws and Interpretation

38.1 The Terms and Conditions of the RFT Process

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

b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Board; and

c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

38.2 Education Act Section 217

The Supplier represents and warrants that it has not employed, and that it will not during the Term of Contract employ, any teacher, supervisory officer or other employee of an Ontario District School Board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario District School Board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term of Contract give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

38.3 Ontario Regulation 298/25 (amending O.Reg. 521/01)

a) The Bidder acknowledges that the Board must comply with Regulation 298/25 (amending O.Reg. 521/01) (Collection of Personal Information) to the Education Act with respect to police record checks and offence declarations.

b) If required by the Board, the Bidder agrees to assist the Board in complying with this Regulation by providing the Board (or such other entity as the Board may designate) with a police records check covering offences under the Criminal Code, the Controlled Drugs and Substances Act, and any other offences which would be revealed by a search of the automated police records check system maintained by police services. Also, an Offence Declaration in a Board-approved form for every individual or employee of the Respondent who are a service provider at any school site within the Board (prior to the occurrence of such possible direct contact, and on or before September 1st of each year thereafter with respect to the Offence Declarations) is required. For the purpose of this RFT, the Board will determine in its sole discretion whether an individual or employee(s) of the selected Bidder requires a Vulnerable Sector Check (VSC) or Criminal Record Judicial Matters Check (CRJMC).

c) The Bidder further acknowledges and agrees that the Contract between the Board and the Bidder contains provisions of indemnification and provisions allowing the Board to terminate in the event the Bidder fails to provide the Board with a police record check and an Offence Declaration for every individual or employee who works at any school site within the Board that may come into contact with pupils (prior to the occurrence of such possible contact, and on or before September 1st of each year thereafter with respect to the Offence Declaration).

In addition, the Contract contains provisions that will allow the Board (or other entities as the Board may designate) upon review of the police record check to determine that an individual will not be permitted on a school site in circumstances when or where contact with students is probable.

39. Confidential Information of the Board

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

a) is the sole property of the Board and must be treated as confidential;
b) is not to be used for any purpose other than replying to this RFT and the performance of the Agreement;
c) must not be disclosed without prior written authorization from the Board; and
d) shall be returned by the bidder to the Board immediately upon the request of the Board.

40. Confidential Information of Bidder

40.1 Bidders are advised that the Board is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("*MFIPPA*") and information submitted to the Board in response to this RFT may be subject to disclosure under *MFIPPA*. A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The Board will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under *MFIPPA* or any disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the Board to advise or assist with the RFT process, including the evaluation of bids. If a bidder has any questions about the collection and use of information pursuant to this RFT, questions are to be submitted to the RFT Contact.

PART B – FORM OF CONTRACT

41. CCDC2 – 2020 Stipulated Price Contract

42. Supplementary Conditions & Amendments to Standard Construction Document CCDC2 – 2020 Stipulated Price Contract (bound in "the Project Manual")

PART C – REQUIREMENTS

43. General Requirements – Division 1 (bound in the "the Project Manual")

44. Technical Specifications (bound in the "the Project Manual")

45. Reports (bound in the "the Project Manual")

46. Schedules (bound in the "the Project Manual")

47. Drawings (as per list of Drawings identified in the drawing package)

48. List of Sub-Contractors / Suppliers – Appendix A – Complete Bidding System Form

48.1 Appendix A – To be entered into the Bidding System

49. Separate, Itemized, Alternative, Information and Unit Prices.

49.1 Price Tables – Appendix B – To be entered into the Bidding System

50. Mandatory Domestic Supply Chain Plan–upload in the Bidding System

51. Supplemental Information Tables

51.1 Electrical – Forms to be completed and submitted by email to cgarriock@smcdsb.on.ca within 24 hours after the bid closing date.

51.2 Mechanical – Forms to be completed and submitted by email to cgarriock@smcdsb.on.ca within 24 hours after the bid closing date.
Email subject line: T-26-45 Supplemental Information Tables

51.3 Information – Forms to be completed and submitted by email to cgarriock@smcdsb.on.ca within 24 hours after the bid closing date.



T-26-45 - Notre Dame Catholic School Addition

PREVIEW OF BIDDING SYSTEM

The following is a preview of the Boards Bidding System and the required forms, tables and documents to be completed, uploaded or acknowledged, where and as indicated, as part of the Bidders electronic Bid Submission in response to this Call for Bid.

Bidders acknowledge that the below is a preview only, and is provided as a courtesy, the form and/or contents are subject to change if necessary, by way of an Addendum.

Schedule of Prices

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, rates and/or lump sums, hereinafter stated. All prices in Canadian dollars. HST is additional.

Do not enter $0.00 dollars unless you are providing the line item at zero dollars to the Owner.

*Denotes a "**MANDATORY"** field

If the line item and/or table is "**NON-MANDATORY**" and you are not bidding on it, leave the table and/or line item blank.Do not enter a $0.00 dollar value.

Bid Price

Description	Quantity	Bid Price (Excl HST) *	Total
Total Lump sum price to complete the work required by the bid documents	1		
		Subtotal:	

Specifications

Attestation Form

Question	Response *
As per the Government of Ontario's Procurement Restriction Policy a U.S. business means a supplier, manufacturer or distributor of any business structure (includes a sole proprietorship, partnership, corporation or other business structure) that: 1. Has is headquarters or main office located in the U.S. *, and 2. Has fewer than 250 full-time employees in Canada *if your business is a subsidiary of another corporation, part 1 of the definition above is met if that business is controlled by a corporation that has its headquarters or main office located in the U.S. Are you a U.S. business, according to the definition above? Respond 'Yes or No' (mandatory)	○ Yes ○ No
As per Ontario Regulation 422/23, a business that meets the following requirements is defined as an Ontario Business for the purposes of the Act. 1. The business is a supplier, manufacturer or distributor of any business structure (including a sole proprietorship, partnership, corporation, or other business structure) that conducts its activities on a permanent basis in Ontario. 2. The business either: a) has the headquarters or main office in Ontario, or b) has at least 250 full-time employees in Ontario at the time of the applicable procurement process. As permitted in the Regulation, the SMCDB requires that suppliers self-attest as to whether they meet the definition of Ontario Business. As per the definition above, is your business an Ontario Business? (Yes/No) (mandatory)	○ Yes ○ No
By selecting Yes, the Contractor is attesting to comply with Ontario Regulation 298/25 made under the Education Act, Amending O.Reg 521/01 (Collection of Personal Information) in regards to Police Record Checks.	○ Yes ○ No

Attestation Form -Domestic Supply Chain Plan

Question	Response *	
I attest and confirm that the information provided in our Domestic Supply Chain Plan is true and correct to the best of my knowledge and that any failure to provide correct and sufficient information on the Domestic Supply Chain Plan Tables as required by this Attestation, will result in the disqualification of the Bidder’s submission.	○ Yes ○ No	*
I attest and confirm that we, the Contractor, shall comply with the Buy Ontario Act by committing to supply Ontario-Made and/or Canadian Made Goods and Services to complete the Work at a minimum content commitment value of 51% of the total bid price.	○ Yes ○ No	*

Bidder Information and Key Personnel Form

BIDDER INFORMATION AND KEY PERSONNEL:

Please enter the information as applicable. The undersigned will be assigning the following Key Personnel in the positions indicated to perform the Work called for by the Contract and confirm their reliability and competency to carry out such Work in accordance with the Contract Documents and that the Instructions to Bidders requires that only one Key Person for each position described in this table. Response should include name, qualifications, related experience and any other applicable information.

Description	Response *	
Bidders full legal name/business name:		*
If applicable, any other name(s) the business operates under:		
Full business address including Postal Code:		*
Phone Number:		*
Company website:		
Bidders main contact for this Call for Bid, first and last name and title:		*
Bidders main contact for this Call for Bid, email address and phone number:		*
Project Manager		*
Site Supervisor		*

Pre-qualified Subcontractors

The Bidder proposes to employ the Pre-qualified subcontractors to perform/supply an item of Work called for by the Contract and confirm that all have been investigated to confirm their reliability and competency to carry out such Work in accordance with the Contract Documents.

The successful Bidder is fully responsible to the Board for the acts and omissions of all Pre-qualified Subcontractors, and other subcontractors and of persons directly or indirectly employed by them. The selected Bidder agrees to bind all Pre-qualified Sub-Contractors, and other subcontractors by the terms of the Contract documents as far as it applies to their work.

The Bidder acknowledges that they will employ one Pre-qualified subcontractor for each item of the Work described in the table below and confirm the Pre-qualified sub-contractor has provided a quotation to the bidder for the subcontract work, prior to submission of the Bid.

Substitution of a Pre-qualified subcontractor is not permitted.

#	Subcontract Work	Subcontractor Name *	
1	Mechanical		*
2	Electrical		*
3	Masonry		*
4	Roofing		*
5	Millwork		*
6	Data Cabling		*
7	Building Automation		*

Documents

It is the Bidder's responsibility to make sure the uploaded files are not defective or corrupted and are of a standard file format, enabling the Owner to open and view the complete file. Do not lock or password protect files, the Owner needs to be able to view, print (if needed) and save uploaded submission files. If a submission contains files that cannot be opened and viewed, the submission may be rejected.

- Domestic Supply Chain Plan Form - MANDATORY: DSCP Total Value must be at least 51% of the Bid Price * (mandatory)

BID DEPOSIT & CONTRACT SECURITY UPLOAD SECTION

Bidders shall upload **both** their Bid Deposit and Agreement to Bond, to the Board's Bidding System, in the bid submission upload area as indicated.

The Bid Deposit and Contract Security shall be in the form of **one of the two following** options and **shall be submitted with the electronic bid submission,** as instructed below:

Option # 1: A Digital Bid Bond and Digital Agreement to Bond (Preferred method)

Bidders shall **up-load** a copy of the Digital Bid Bond and Digital Agreement to Bond, and follow the upload instructions as outlined on the Board's Bidding System.

If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on Surety Association of Canada's website. Information at this site includes;

· A list of third parties that provide online surety digital bond services such as Mobile Bonds or Xenex. The Board does not endorse or promote any third party digital bond service provider**.**

· An Industry Checklist which Digital Bonds provided should meet.

All instruction details for accessing authentication should be included with the up-loaded Bond.

Option # 2: A Scanned Paper Bid Bond and Scanned Agreement to Bond – (Pdf Format)

Bidders shall **scan and up-load** a copy of the Paper Bid Bond and Agreement to Bond and follow the upload instructions as outlined on the Board's Bidding System.

If this alternative is used, Bidders should request either; an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow for the seal to be visible to the Board.

The original bid bond and agreement to bond may be required to follow within 48 hours of the Bid Closing Time and Date.

1. ## Bid Security and Agreement to Bond

    1. Bidders shall provide a Bid Bond with a value of 10% of the Bid Price. Bidders will also provide an Agreement to Bond to verify that a bond company is willing to issue the requisite performance and labour and material bonds should the Bidder be awarded the Contract.
    2. The Bid Bond and Agreement to Bond shall be in the form of **one of the two following** options and **shall be submitted with the electronic Submission,** as instructed below:

2. **Option # 1: A Digital Bid Bond and Digital Agreement to Bond**

    Bidders shall **up-load** a copy of the Digital Bid Bond and Digital Agreement to Bond, and follow the upload instructions as outlined on the Board's Bidding System.

    If Bidders are using this option, the Bidder and the Bidder's Surety should refer to the e-bonding information on Surety Association of Canada's website.

    All instruction details for accessing authentication should be included with the up-loaded Bond.

3. **Option # 2: A Scanned Paper Bid Bond and Scanned Agreement to Bond – (Pdf Format)**

    Bidders shall **scan and up-load** a copy of the Paper Bid Bond and Agreement to Bond and follow the upload instructions as outlined on the Board's Bidding System.

If this alternative is used, Bidders should request either; an Ink seal from their Surety or trace over the embossed seal prior to scanning to allow the seal to be visible to the Board.

The original bid bond and Agreement to Bond may be required to follow within 48 hours of the Bid Closing Time and Date.

- Bid Bond * (mandatory)
- Agreement to Bond * (mandatory)

Addenda, Terms and Conditions

Declarations & Addenda

In submitting a bid submission (hereinafter “bid”) to the Simcoe Muskoka Catholic District School Board (hereinafter “Board”), in response to the Call for Bid (hereinafter “call”) made by the Board, the Company (“Bidder”) has read, understands and agrees to be bound by the following Declarations and Addendums:

1. THAT the person submitting this bid is authorized by the Bidder to acknowledge the Declarations and Addendums, and to submit the accompanying bid, on behalf of the Bidder;

2. THAT if applicable, each person whose signature appears on the accompanying bid has been authorized by the Bidder to determine the terms of, and to sign the bid, on behalf of the Bidder;

3. THAT the Bidder has carefully examined the Call for Bid document and if any, the appendices and addendum/addenda, relating thereto, prepared, submitted and rendered available by the Board, by and on behalf of the Board and hereby acknowledges the same to be part and parcel of any Contract to be awarded for the Work therein described or defined;

4. THAT the Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, or by email, or other electronic delivery of a “.pdf” file format, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such digital signature were an original thereof;

5. THAT the Bidder has arrived at the accompanying Bid Submission independently and that this bid is made without any connections, communications, knowledge, comparison of figures, value, or specifications, or any arrangements with any other company, firm or person making a Bid for the same Work and is in all respects fair and without collusion or fraud, and has read, understood and acknowledge the contents of this Declaration;

6. THAT the terms of the accompanying Bid have not been, and will not be, knowingly disclosed by the Bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid closing, or of the awarding of the contract, unless otherwise required by law or as specifically disclosed by the Bidder;

7. THAT at the sole discretion of the Board, if it is discovered that the Bidder has acted fraudulently, unethically, inappropriately, or otherwise in violation of any of the terms and conditions outlined herein, the Bidder may be placed on a no-bid list (Blacklist) and prohibited from bidding on any Board solicitations for up to five (5) years or indefinitely;

8. THAT no member or employee of the Board, is, or has become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise howsoever in or on the performance of the said Contract, or in the supplies, Work, or business in profits thereof, or of any supplies to be used therein or in any monies to be derived there from;

9. THAT the matters stated in the said Bid are in all respects true accurate and complete;

10. THAT the Bidder does hereby propose and offer to enter into a Contract and supply and deliver all products and/or services mentioned and described or implied therein including in every case, currency exchange, H.S.T. in effect on the date of the acceptance of the Bid, and all other charges on the provisions therein set forth and to accept in full payment therefore, in accordance with the prices and terms set forth in the Bid herein;

11. THAT additions or alterations to or deductions from the said Contract, if any, shall be made in accordance with the prices stated in the Schedule of Prices in strict conformity with the requirements of the Bid and if applicable, all unused monies in Provisional Items shall be deducted from the final cost of the Work and any quantities exceeding those shown shall be added;

12. THAT this Bid is irrevocable and open to acceptance until the formal Bid is executed by the awarded Bidder for the said Work, or, ninety (90) calendar days from the Submission Deadline, and prices for as long as stated elsewhere in the document, whichever event first occurs and that the Board may at any time within that period without notice, accept this Bid whether any other Bid has been previously accepted or not;

13. THAT the awarding of the Bid by the Board is based on this submission, which shall be an acceptance of this Bid;

14. THAT if the Bid is accepted, I/We agree to furnish all documentation, security, and certifications as required by the Call for the Bid documents and to execute the agreement within ten (10) business days after notification of award. If I/We fail to do so, the Board may accept the next highest scoring Bid, or any Bid, or to advertise for new Bids, or to carry out completion of the works in any other way they deem best and I/We also agree to pay the Board the difference between this Bid and any greater sum which the Board may expend or incur by reason of such default or failure or by reason of such action as aforesaid on their part, including the cost of any advertisement of new Bids, and shall indemnify and save harmless the Board and their officers from all loss, damage, cost, charges and expense which they may suffer or be put to by reason of any such default or failure on my/our part;

15. THAT the Bidder agrees to save the Board, its agents, or employees, harmless from liability of any kind for the use of any composition, secret process, invention, article, or appliance furnished or used in the performance of the Contract of which the Bidder is not the patentee, assignee, or licensee;

16. THAT the Bidder agrees to adhere to and perform all works in accordance with all Occupational Health and Safety standards and requirements as set out in Call for Bid documents, and the Occupational Health and Safety Act of Ontario;

17. THAT the Bidder hereby accepts and agrees that the Addendum/Addenda referred to in this Call for Bid document form part and parcel of the said Contract. It is the responsibility of the Bidder to have received and reviewed all Addendum/Addenda that have been issued by the Board in the Bidding System;

18. THAT the Bidder acknowledges that it is required to comply with the *Accessibility for Ontarians with Disabilities Act, 2005* including but not limited to the *Accessibility for Customer Service* and the *Integrated Accessibility Standard Regulation*. The Bidder confirms that its employees, agents, volunteers and representatives who are required to receive training under the Act have completed the required training. Upon request, the Bidder will provide the Board with documentation providing proof of such training. The Bidder will indemnify the Board from and against any costs, expenses, fines, penalties, damages or losses that may arise or may be incurred as a result of my failure to comply with these requirements. The Bidder declares that it has read, understood and will meet all enacted accessibility standards as amended from time to time. The Bidder further declares that if applicable, it will undertake to ensure any sub-contractors hired for the completion of Work contracted for the Board will also comply with the above stated requirements; and

19. THAT the Bidder confirms that they are not in violation of the Education Act Section 217 in any manner as follows: The Bidder represents and warrants that it has not employed, and that it will not during the Term of Contract employ, any teacher, supervisory officer or other employee of an Ontario District School Board or of the Ontario Ministry of Education to promote, offer for sale or sell, directly or indirectly, any book or other teaching or learning materials, equipment, furniture, stationery or other article to any Ontario district school board, provincial school or teachers' college, or to any pupil enrolled therein, and that it has not given or paid, and will not during the Term of Contract give or pay, directly or indirectly, compensation to any such teacher, supervisory officer or employee for such purpose.

☐ I/WE agree to be bound by the declarations, terms and conditions as indicated herein and have authority to bind the Corporation and submit this Bid/Proposal on behalf of the Bidder/Proponent.

CONFLICT OF INTEREST

Prior to completing a bid submission Bidders shall review, understand and acknowledge if they have a Conflict of Interest to declare in relation to this Call for Bid.

"Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

a) In relation to the Bidding process, the Bidder has an unfair advantage or engages in conduct, directly or indirectly, that may provide an unfair advantage, including but not limited to having access to information in the preparation of its bid submission that is confidential and not available to other Bidders, communicating with any person with a view to influence the Bid process, or engaging in conduct that compromises, or could be seen to compromise, the integrity of the Bid process and render the process unfair and non-competitive; or

b) In relation to the performance of the contractual obligations contemplated in the Call for Bid that is the subject of this procurement, the Bidder's other commitments, relationships or financial interests could, or could be seen to, exercise improper influence over the objective, unbiased and impartial exercise of its independent judgment, or could, or could be seen to, compromise, impair or be incompatible with the effective performance of its contractual obligations.

By responding **"No"** the Bidder agrees there is no actual or potential Conflict of Interest.

Further, the Bidder declares that there are **no**:

1) Conflicts of Interest in preparing its submission; and

2) Foreseeable Conflicts of Interest in preforming the contractual obligations contemplated in the Call for Bid document.

By responding "Yes" the Proponent declares a Conflict of Interest, and will provide the details of such Conflict of Interest to the Board upon request.

○ **Yes** ○ **No**

The Bidder/Proponent acknowledges and agrees that the addendum/addenda below form part of the Call for Bid Document.

Please check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

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