REQUEST FOR TENDER DOCUMENT

REFERENCE No. KS27-076T

Interior Renovations at Heydon Park SS
(70 D'Arcy St.)

Electronic Submission Only

CLOSING DATE:

December, 9,2026, BEFORE 2:00:00 P.M., LOCAL TIME

COMMUNICATIONS NOTICE

If you encounter any problems with the Bidding System, contact their support email:
support@bidsandtenders.ca

All questions or requests for information, instructions or clarifications regarding this competitive process must be set out in writing through the Bidding System by clicking on the "Submit a Question" button for the specified competitive process document which shall then be directed to the Procurement representative for this competitive process:

Karley Strongoli

Contract Specialist

Email: karley.strongoli@tdsb.on.ca

All questions for information, instructions or clarifications regarding this Request for Tenders (RFT) must be set out in writing made no later than question deadline date of this RFT in order that Board staff may have sufficient time to respond. The Board cannot guarantee a response to any questions received after this deadline. The Board reserves the right to extend the deadline for questions if required regarding this RFT.

Written answers or clarifications to issues of substance shall be shared with all Bidders and issued as part of the RFT in the form of an Addendum. All Bidders are advised that any Addenda issued will only be posted on the following website:

Tdsb.bidsandtenders.ca

It is the sole responsibility of each Bidder to check the website for any and all Addenda that have been issued for this Request for Tenders.

For the purposes of this Tender, Bidders shall not contact anyone in the Board other than the designated contact person listed above; any unauthorized communications may result in disqualification.

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INSTRUCTION TO BIDDERS

1.0 DEFINITIONS

Capitalized words and phrases used in these Instructions to Bidders, Tender Documents, Specifications, Terms of Reference and the Form of Tender shall have the following meanings, unless expressly stated otherwise.

a) "Addendum" means a written amendment, clarification, correction, or additional information issued by the Board in relation to the Tender Documents. The plural of Addendum is Addenda.

b) "Alternative" means anything for which Bidders provide a price in a manner that gives the Board options in determining the actual Work of the Contract and may include such items as an optional product, system, installation, method, design and requirement. The Board shall not be obliged to purchase an Alternative when accepting a Tender, but may, at its discretion elect to purchase all, some or none of the Alternatives offered.

c) "Alternative Price" means the amount stipulated by the Bidder for an Alternative, which can be stated as an addition, a deduction, or no change to the Total Contract Price. The Alternative Price will include all labour, materials, products, services and respective overhead, profit excluding taxes.

d) "Bidder(s)" means the company and company representative authorized to submit a Tender in accordance with the terms and conditions set forth in the document.

e) "Bidding System" means the electronic system used by the Board for the advertisement of public bid opportunities, for dissemination of information by, or on behalf of, the Board and for submissions from Bidders for this competitive process.

f) "Board" means the Toronto District School Board, and where an authority or discretion is conferred upon the Board under the Request for Tenders, means the appropriate official of the Board as designated or appointed under its governing by-laws, resolutions or policies from time to time.

g) "Change Order" means a written amendment to the Contract prepared by the Consultant and signed by the Owner and the Contractor stating their agreement upon:

   (i) A change in the Work;

   (ii) The method of adjustment or the amount of the adjustment in the Contract Price, if any; and

   (iii) The extent of the adjustment in the Contract time, if any.

h) "Consultant" means the person or entity engaged by the Owner and identified as such in the Contract. The Consultant is the Architect, the Engineer or entity licensed to practise in the

province or territory of the Place of the Work. The term Consultant means the Consultant or the Consultant's authorized representative.

i) "Contract" means the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties.

j) "Contract Documents" means those documents listed in Article A-3 of the CCDC 2 2020 and amendments agreed upon between the parties.

k) "Contractor" means the person or entity identified as such in the agreement. The term Contractor means the Contractor or the Contractor's authorized representative as designated to the Owner in writing.

l) "Form of Tender" means the Board's form that is supplied as part of the Request for Tenders which is to be filled in and signed by the Bidder and submitted back to the Board in its entirety.

m) "Good" means any product of any description required to be installed, supplied, or consumed in order to complete the Work.

n) "Itemized Price" means the amount stipulated by the Bidder for an item of Work which is to be included in the Total Contract Price.

o) "Lump Sum Price" means an all-inclusive one price that applies to a single item, or specific Service as set out on the Form of Tender.

p) "Owner" means the Board or the person or entity identified as such in the Request for Tender or Contract. The term Owner means Owner or the Owner's authorized agent or representative as designated by the Board, but does not include the Consultant.

q) "Place of the Work" is the designated site or location of the Work identified in the Contract Documents.

r) "Project" means all the Work required to be completed by the Successful Bidder as contemplated by this Request for Tenders.

s) "Project Supervisor" means the person designated by the Owner to manage the delivery or performance of the Work to which the Request for Tenders relates, or to oversee the Project and/or the Owner's obligations under the Contract and when there is no such designate appointed by the Owner, the Owner shall be the Project Supervisor.

t) "Request for Tenders", "RFT" and "Tender Document" means all of the following documents, and in the event of a conflict between them, each shall enjoy priority against the others (subject to any express term or condition to the contrary) in accordance with the following successive order:

(i) Contract between the Successful Bidder and Owner;

(ii) any Addendum;

(iii) any Specifications;

(iv) any Contract drawings;

(v) these Instructions to Bidders;

(vi) the standard form text of the Form of Tender as prescribed by the Board;

(vii) the Tender Submission Information;

(viii) any other documents that form a part of the Request for Tenders.

u) "Service(s)" means a service of any description required in order to complete the Work, whether commercial, industrial, trade, or otherwise and includes, without limitation:

(i) all professional, technical and artistic services, and the transporting, acquiring, supplying, storing and otherwise dealing in a Good;

(ii) all consulting services identified in the Contract and those not identified in the Contract but necessary and prudent, in accordance with industry standards for the Work, to properly and fully complete the Work and perform the undertakings contemplated in the Contract;

(iii) all incidentals necessary for proper, diligent and satisfactory execution of a Service and the fulfillment of all other contractual obligations and undertakings of the Successful Bidder under the Contract.

v) "Specifications" means the portion of the Contract Documents, wherever located and whenever issued, consisting of the written requirements and standards for products, systems, workmanship, quality, and the Services necessary for the performance of the Work.

w) "Stipulated Price" has the same meaning as "Total Contract Price".

x) "Subcontractor" is a person or entity having a direct contract with the Contractor to perform a part or parts of the Services or to supply Goods and/or Services with respect to the Work, at the Place of the Work.

y) "Successful Bidder" means the Bidder to whom the Owner has awarded the Contract. The Successful Bidder is the person or entity engaged by the Owner and identified as such in the Contract. The Successful Bidder is licensed to operate in the province of Ontario.

z) "Tender" means a submission made by a Bidder in response to the Request for Tenders.

aa) "Tender Security" means the security submitted by a Bidder with its Tender which provides financial protection to the Board should the Successful Bidder not enter into the Contract or commence the Work following the issuance of a purchase order, and/or not provide the specified security required under the Contract.

bb) "Total Contract Price" means the fully inclusive, all-in total contract price, constituting the aggregate sum of all costs quoted by a Bidder in its Tender with respect to providing all

Work, including incidentals, contemplated under the Contract, and unless expressly and specifically agreed in writing by the Owner otherwise, shall be the maximum compensation and consideration receivable by the Successful Bidder under the Contract. Total Contract Price shall include, without limitation;

(i) the purchase price for all professional fees, consulting fees, staff time, Sub-Contractor fees, Disbursements, materials, labour costs, service costs, costs for temporary structures and facilities, utility costs, warranty costs, life cycle costs, operating and disposal costs, and all other items, costs, expenses, allowances, charges and incidentals whatsoever to be provided pursuant to the Request for Tenders and anything properly included as a best practice; but

(ii) excludes any options or alternatives requested in the Contract Documents that the Owner elects not to purchase; and

(iii) excludes Value Added Taxes, imposed under the Laws of Ontario and the Laws of Canada applicable therein.

cc) "Unit Price" means any component price as set out on the Form of Tender.

dd) "Value Added Taxes" means such sum as shall be levied upon the Total Contract Price by the Federal or Provincial or Territorial Government and is computed as a percentage of the Total Contract Price and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax and any similar tax, the collection and payment of which have been imposed on Bidder by the tax legislation.

ee) "Work" means the whole of the work, the supply and delivery of a Good, the delivery and performance of any Services, the total construction and related services, material, matters and things required to be completed, supplied, mentioned or referred to in performing executing the work in full in accordance with the requirements set out in the Tender Documents.

ff) "Working Day" means a day which is not a Saturday, Sunday, public holiday or day when the administrative offices of the Board are closed.

2.0 INTRODUCTION AND PROJECT DETAILS

2.1 Project Description

2.1.1 The Board invites qualified Bidders to Tender for the supply of all labour, materials, equipment and services required for the Renovations at 70 D'Arcy St. in accordance with the Specifications and Drawings prepared by the Consultant.

2.1.2 Bidders are advised that it is the Board's expectation that the Contract, as tendered, would be performed without delay by the Successful Bidder at the Total Contract Price.

2.2 Project Scope of Work

2.2.1 The Work includes the supply of all labour, materials, equipment, supervision, and services necessary to complete the Project in accordance with the Tender Documents, Drawings and Specifications.

2.2.2 The project-specific scope of Work shall be clearly identified in the Drawings, Specifications and other Tender Documents, including any applicable site-specific requirements, deliverables, exclusions, allowances and milestones.

2.2.3 Where the Board has undertaken a pre-qualification process for a category of subtrade listed on the List of Subcontractors form in the Bidding System, the Bidder shall use the Board's pre-qualified Subcontractors.

2.3 Buy Ontario Procurement Directive

2.3.1 This procurement is subject to the Buy Ontario Act (Public Sector Procurement), 2025 and the Buy Ontario Procurement Directive effective April 13, 2026 (the "Directive"). Each proponent shall complete and submit the following:

a) "RFP Questionnaire: Ontario and Canadian Goods & Services,"; and

b) "Domestic Supply Chain Plan Form, Standard Value". These documents are available to each proponent and are included in the Tender Documents for this procurement.

Failure to complete and submit the Domestic Supply Chain Plan and the Questionnaire will result in ineligibility for the procurement. Each proponent represents and warrants that they have reviewed the Directive (located here: https://www.ontario.ca/page/buy-ontario-procurement-directive) prior to completing and submitting a Domestic Supply Chain Plan.

2.3.2 A bidder's submission may be granted a 10% evaluation advantage according to the following:

a) Where the estimated procurement value is at or above $347,400 for construction procurements and at or above $139,000 for goods or services procurements, a 10% evaluation advantage shall be given to the bidder with the highest proportion of Ontario-Made Goods and Ontario Services, followed by Canadian-Made Goods and Canadian Services as specified in their Domestic Supply Chain Plan."

2.4 Project Insurance Requirements

2.4.1 Successful Bidder shall obtain and maintain at its own expense, including the cost of any applicable deductible, the policies of insurance identified in GC 11.1 of the Supplementary Conditions to CCDC 2 (2020) attached herein.

2.4.2 At a minimum, bidders should be aware that the Supplementary Conditions require insurance coverage including, but not limited to:

a) Commercial General Liability Insurance with limits of not less than $10,000,000 per occurrence;
b) Builder's Risk / Course of Construction Insurance;
c) Installation Floater Insurance;
d) Automobile Liability Insurance;
e) Contractor's Pollution Liability Insurance;
f) Drone Liability Insurance, where required by the Owner;
g) Workplace Safety and Insurance Board (WSIB) coverage; and
h) Any other insurance required under the Contract Documents.

2.4.3 Bidders are responsible for reviewing the insurance requirements contained in the Supplementary Conditions and ensuring compliance with all insurance obligations identified therein.

2.5 Schedule

2.5.1 The Successful Bidder will adhere to section GC 3.4 on the CCDC 2020 and Supplementary General Conditions in regard to milestone dates set below.

2.5.2 The following are Project milestone dates:

a) Tender Issued	November 18, 2026
b) Site Walkthrough	November 26, 2026
c) Question Deadline	December 2, 2026
d) Tender Closing	December 9, 2026
e) Anticipated Construction Commencement	January 2027
f) Ready-for-Takeover	July 2027

2.6 Site Walkthrough

2.6.1 Bidders are strongly encouraged to attend the scheduled site walkthrough. Individuals are prohibited from accessing the school/facility without TDSB authorization.

2.6.2 Bidders are encouraged to extend an invitation, if deemed necessary, to potential subtrades (ie. demolition, mechanical, electrical, etc.).

2.6.3 Although the Board will not be obligated to accommodate any additional requests for a hosted walkthrough, the Board reserves the right to schedule an additional walkthrough if extenuating circumstances apply. The Board shall be the sole judge of such circumstances.

2.6.4 The Board has the right to cancel or reschedule the scheduled site walkthrough without obligation to Bidders. Any costs incurred are the responsibility of the Bidders.

2.6.5 All Bidders are expected to understand the scope of Work and the site conditions and to have thoroughly familiarized themselves with all pertinent conditions before delivery of their Tender.

3.0 INSTRUCTIONS TO BIDDERS

3.1 Tender Documents

3.1.1 The following documents form the basis of this Tender and shall be considered by Bidders:

a) Instructions to Bidders
b) Form of Tender and any attached reference
c) Supplementary Conditions
d) Specifications
e) Drawings
f) Appendices and Tender-specific documentation
g) All addenda

3.1.2 Upon receipt of Tender Documents, verify the documents are complete; notify the individual identified on the communication notice page should the documents be incomplete. Owner takes no responsibility for, and Bidders hereby release Owner from any costs, losses or damages sustained by any Bidder arising from any incomplete documents.

3.1.3 The Tender Documents for this Project are available at tdsb.bidsandtenders.ca

3.2 Prequalification

3.2.1 The Board has undertaken a pre-qualification process for the Work identified below. Only Tenders submitted by Bidders that are currently pre-qualified for the applicable category and in good standing under the applicable Board pre-qualification process will be considered.

a) KS26-391PQ Prequalification of General Contractors for Capital Projects – Category A:
    i. Category A:

- Aquicon Construction Co. Ltd.
- Corebuild Construction Ltd.
- Tambro Construction Inc.
- Garritano Bros Ltd.
- Percon Construction Inc.
- PRE-ENG CONTRACTING LTD.
- Remo General Contractor Ltd.
- Norlon Builders %
- Everstrong Construction Ltd.
- Harbridge & Cross Limited
- Quad Pro Construction Inc
- Rutherford Contracting Ltd.
- Trinity Construction Management Limited
- Area Construction Inc
- Icon Builders Inc.
- Torcom Construction Inc
- Van Horne Construction Ltd
- M.J. Dixon Construction Limited

3.3 City of Toronto Fair Wage

3.3.1 The following construction work shall be subject only to the applicable City of Toronto Fair Wage schedules for construction in the ICI sector:

a) New or replacement schools or buildings or additions to existing schools or buildings of more than five hundred (500) square feet floor area, including directly related changes and including any warranty work done by a Contractor, related to such work, not requiring a contract;

b) Extensive changes to existing schools or buildings (defined as changes where a contractor's lowest compliant bid is equal to or greater than $1,300,000), which are no longer adequate to meet program requirements and/or require substantial upgrading/replacement of building elements/systems and including any work done by a Contractor, related to such work, not requiring a contract;

c) All warranty/guarantee work on equipment provided for under any contract between the Employer and an equipment manufacturer or vendor.

3.3.2 A copy of the City of Toronto Fair Wage Schedule can be found at the following link: https://www.toronto.ca/business-economy/doing-business-with-the-city/understanding-the-procurement-process/fair-wage-office-policy/

3.4 Submission Requirements

3.4.1 Bidders shall have a supplier account with "bidsandtenders" and must be registered as a supplier for this competitive process. If a Bidder has obtained the RFT document(s) from a third party, the onus is on the Bidder to create a supplier account and register as a supplier

3.4.2 The Board shall only accept electronic Tender submissions received by the Bidding System. Tenders submitted and/or received by any other method shall be rejected, unless the Board has instructed otherwise by Addendum.

3.4.3 To be considered in the RFT process, a Bidder's Tender submission must be received on or before the tender closing date and time as identified in the Project Schedule or as may be otherwise provided by Addendum. Late Tenders shall not be accepted and will be rejected immediately.

3.4.4 Bidders are cautioned that the timing of their Tender submission is based on when the Tender is received by the Bidding System, not when a Tender is submitted by a Bidder, as Tender transmissions may be delayed for reasons beyond the Board's control such as file transfer size, internet transmission speed, and other factors.

3.4.5 For the reasons above, the Board recommends that Bidders allow sufficient time when submitting their Tender, including attachment(s), to resolve unanticipated issues that may arise. The closing time shall be determined by the Bidding System web clock.

3.4.6 The Bidding System will send a confirmation email to the Bidder advising that their Tender was submitted successfully. If an email confirmation is not received, contact the Bidding System's support email identified in the Communications Notice.

3.4.7 The Tender must not be restricted by any conditions or qualifications added to the Tender in the form of a covering letter or alterations to the Form of Tender and/or appendices provided; any such conditions or qualifications will render the Tender non-compliant and ineligible for acceptance.

3.4.8 Prior to the submission of the Total Contract Price, all Bidders shall carefully examine the Tender Documents or the Contract Documents and fully inform themselves of the existing conditions and limitations of the Work. If there exists doubt in the Bidder's mind as to the intent of any information shown on the Tender Documents or Contract Documents, the Bidder shall request clarification from the Owner representative through the process identified on the Communications Notice prior to submission of the Tender.

3.4.9 It is the sole responsibility of each Bidder to submit a complete Tender in accordance with these instructions, the Form of Tender, appendices, the Specifications and the special provisions.

3.4.10 Any costs incurred in the preparation and submission of a Tender are solely the responsibility of the Bidder.

3.4.11 Upon the closing date and time of this Tender, all Tenders submitted will be irrevocable by the Bidder and will remain open for acceptance for a minimum period of 90 (ninety) calendar days.

3.4.12 Failure to comply with the requirements of these instructions to bidders may cause a Tender to be declared invalid and such Tender may be rejected, at the sole and unfettered discretion of the Board.

3.4.13 In the event that Board operations are suspended, for any reason, on the closing date of this competitive process, the closing date will be changed to the next Working Day. The closing time will remain the same.

3.5 Contract Security

3.5.1 Tender Security

a) For bids in excess of $5,000,000 each Bidder shall submit with its Tender a Tender Security in the form of a digital bid bond in an electronically verifiable and enforceable (e-Bond) format naming Toronto District School Board as obligee, in the amount of ten percent (10%) of the Total Contract Price.

b) For additional information regarding e-Bonds, Bidders should contact their surety company or visit Surety Associate of Canada.

https://www.suretycanada.com/en/ebonding/index.html

c) A scanned PDF copy of bonds, original certified cheque, bank draft, money order or any other format other than a digital bid bond is not acceptable and shall be rejected.

d) Bidders shall upload their Tender Security to the Bidding System, in the bid submission file labelled "Bonding". All instructions and details for assessing authentication shall be included with the digital bond uploaded in the Bidding System. In the event the uploaded Tender Security cannot be electronically verified by the Board, the Tender shall be rejected.

e) A Tender Security shall, include such terms, be in a form, be executed appropriately and be provided by an issuer authorized to do business in the Province of Ontario, satisfactory to the Board in its reasonable discretion

f) The term of the Tender Security shall be for a minimum period of ninety (90) calendar days after the closing date of the Request for Tender. Any Tender Security submitted with less that the ninety (90) calendar days term shall be rejected.

g) A Tender submitted without the required Tender Security in the appropriate amount identified above shall be rejected.

h) The digital Tender Security will not be returned to the Bidder.

i) In the event of a failure or refusal on the part of the Successful Bidder to enter into the Contract, to commence the Work following the issuance of a purchase order(s) or notice to proceed, and/or give the specified security required under the Request for Tender and the Contract, the Board shall declare the Tender Security forfeited and the Successful Bidder may be held responsible at the Board's discretion for any increased cost or damages incurred by the Board over and above the amount of the Tender Security.

3.5.2 Performance Bond

a) Each Bidder shall obtain a digital Performance Bond as approved by the Canadian Construction Association from a licensed Canadian Surety Company authorized to do business in the Province of Ontario in the amount of fifty percent (50%) of the Contract Price, according to the terms and conditions acceptable to the Board and the Consultant and in the form required under the *Construction Act* R.S.O. 1990, c. C.30, as amended.

b) The Performance Bond shall be in the form of a digital bond in an electronically verifiable and enforceable (e-Bond) format naming Toronto District School Board as obligee.

c) The Bidder shall include the cost of such Performance Bond in the Tender Submission.

d) The Successful Bidder shall furnish the Performance Bond to the Board, prior to the execution of the Contract, within ten (10) business days of being notified that its Tender has been accepted.

e) The Successful Bidder shall provide to the Board such digital bond with the submission of the signed Contract and shall be in accordance with the prescribed form for bonds under the Construction Act and, where not inconsistent therewith, the CCDC approved bond forms.

3.5.3 Labour and Material Payment Bond

a) Each Bidder shall obtain a digital Labour and Material Payment Bond from a licensed Canadian Surety Company authorized to do business in the Province of Ontario in the amount of fifty percent (50%) of the Contract Price, stating that the Board will not be held responsible if payment to Subcontractors, as certified due by the Consultant, is not made by the Contractor when due and in the form required under the *Construction Act* R.S.O. 1990, c. C.30, as amended.

b) The Labour and Material Payment Bond shall be in the form of a digital bond in an electronically verifiable and enforceable (e-Bond) format naming Toronto District School Board as obligee.

c) The Bidder shall include the cost of such bond in the Tender Submission.

d) The Successful Bidder shall furnish the Labour and Material Payment Bond to the Board, prior to the execution of the Contract, within ten (10) business days of being notified that its Tender has been accepted.

e) The Successful Bidder shall provide to the Board such digital bond with the submission of the signed Contract and shall be in accordance with the prescribed form for bonds under

the *Construction Act* and, where not inconsistent therewith, the CCDC approved bond forms.

3.6 Addenda

3.6.1 The Board reserves the right, at any time prior to the Tender closing date and time, to make changes, corrections or revisions to the Tender Documents. Any material changes or revisions will be issued by Addendum through the Bidding System.

3.6.2 Where an Addendum materially affects the requirements of the Tender or the ability of Bidders to prepare their submissions, the Board may extend the Tender closing date and time.

3.6.3 The Board, in consultation with the Consultant, will review all questions and issue written instructions in the form of an Addendum, which will become part of the Contract Documents. All addenda must be acknowledged on the Form of Tender. The closing date of the Request for Tender may be extended as deemed appropriate by the Board.

3.6.4 Bidders shall acknowledge receipt of all Addenda through the Bidding System when submitting their Tender. Bidders shall check a box for all Addenda and any applicable attachments that have been issued before a Bidder can submit their Tender.

3.6.5 Where a Bidder submits their Tender prior to the closing date and time and an Addendum has been issued by the Board, the Bidding System automatically withdraws the Bidder's Tender submission and changes the Tender submission to an "incomplete status" (not accepted by the Board). The withdrawn Tender can be viewed by the Bidder in the "My Bids" section of the Bidding System. It is the Bidder's sole responsibility to:

a) make any required adjustments to their Tender;

b) acknowledge all Addenda that have been issued for this competitive process; and

c) ensure the re-submitted Tender is received by the Bidding System before the closing date and time.

3.6.6 The Board shall not be liable for any expense, cost, loss or damage incurred or suffered by any Bidder as a result of the publication of an Addendum or other notice.

3.7 Withdrawal/ Edits of Tender

3.7.1 A Bidder may withdraw a Tender at any time prior to the closing date and time for the competitive process.

3.7.2 Tenders withdrawn may be edited and re-submitted prior to the closing date and time. It is the Bidder's sole responsibility to:

a) make any required adjustments to their Tender;
b) acknowledge all Addenda that have been issued for this competitive process; and
c) ensure the re-submitted Tender is received by the Bidding System prior to the closing date and time.

3.7.3 Requests to withdraw Tenders after the closing date and time of the competitive process will be disregarded.

3.7.4 Adjustments requested, by any means, to a Tender already submitted, will not be considered.

3.8 Supplementary Bid Information

3.8.1 Following the closing of Tenders and prior to award, the Owner may request clarification or supplementary information from a Bidder for the purpose of confirming information already provided in the Tender.

3.8.2 Supplementary information may include, where applicable:
a) confirmation of subcontractor information;
b) clarification of information contained in the Tender;
c) a price breakdown where the pricing was already included in the Tender; and
d) confirmation of unit, alternate or itemized pricing already submitted.

3.8.3 Any clarification or supplementary information requested under this section shall not permit a Bidder to change its Total Contract Price, materially amend its Tender, correct a substantive deficiency, or otherwise improve its competitive position after the Tender closing date and time.

3.8.4 Requests for clarification or supplementary information will be made in a fair and consistent manner and will not alter the evaluation or award methodology established in the Tender Documents.

3.8.5 The Bidder shall submit the requested supplementary bid information within twenty-four (24) hours of the Owner's request, unless otherwise directed in writing by the Owner.

3.8.6 The submission of supplementary bid information, or the request thereof by the Owner, shall not constitute acceptance of a bid nor create any obligation on the part of the Owner to award a Contract to any Bidder.

3.8.7 The Owner reserves the right, in its sole discretion, to request supplementary bid information from any one or more Bidders, regardless of their ranking, and to use such information in its evaluation of bids.

4.0 GENERAL INFORMATION

4.1 Acceptance or Rejection

4.1.1 Tenders shall remain open to acceptance for a period of ninety (90) calendar days commencing on and including the date set for receipt of Tenders, and the Board may at any time within this period accept any of the Tenders received.

4.1.2 The Board reserves the right to accept or reject any and all Tenders and to accept any part of any one Tender. The Board may request further clarification of a Tender from the Bidder. While the Board is not obligated to consider Tenders which do not strictly comply with its requirements, it nevertheless reserves the right to do so, and specifically reserves the right to waive formalities and accept Tenders that the Board deems to be substantially or substantively complaint.

4.1.3 Notwithstanding anything herein to the contrary, if any Tender contains technical errors or omissions which the Board, in its sole and unfettered discretion deems to be minor, the said Bidder may be asked by the Board to acknowledge and/or clarify those minor technical errors or omissions prior to the award of the Contract.

4.1.4 No Tender shall be deemed to be accepted by the Board until the Successful Bidder receives a notice, in writing, of the acceptance and has produced the original bonding, insurance and requirements of the Tender Documents. Upon issuance of Contract and subsequent purchase order(s), the Tender Documents shall serve as a binding Contract between the Successful Bidder and the Board.

4.1.5 The Bidders agree that in submitting a Tender, in reply to this document, that they recognize the Board as the sole arbitrator in the selection or rejection of a Bidder, and that they waive any and all rights to challenge the Board's decision in any manner before any organization or court.

4.1.6 The Board and the Consultant shall not be responsible for any liabilities, costs, expenses, loss or damage incurred, sustained or suffered by any Bidder, prior or subsequent to, or by reason of the acceptance or the non-acceptance by the Board of any Tender or by reason of any delay in the acceptance of a Tender. Tenders are subject to a formal Contract being prepared and executed.

4.2 Accessibility for Ontarians with Disabilities Act

4.2.1 Pursuant to Section 6 of Ontario Regulation 429/07 ("Regulation"), Accessibility Standards for Customer Service made under the *Accessibility for Ontarians with Disabilities Act, 2005* ("AODA"), the Successful Bidder shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of the goods and services contemplated herein to persons with disabilities. Such training shall be provided in accordance with Section 6 of the Regulation and shall include, without limitation, a review of the purposes of the AODA and the requirements of the Regulation, as well as instruction regarding all matters set out in Section 6 of the Regulation. Where requested by the Board, the Successful Bidder shall provide written proof that all employees have been trained as

required under the AODA as well as any documentation regarding training policies, practices and procedures.

4.3 Competitive Process Protest Procedure

4.3.1 In the event that a Bidder wishes to review the decision of the Board in respect of any material aspect of the Request for Tender process, the Bidder shall submit a protest in writing to the Board to the attention of the Purchasing Manager within ten (10) calendars days of the date on which the Bidder was notified of the applicable procurement decision on which the Bidder was notified of the appliable procurement decision.

4.3.2 Any protest in writing shall include the following:

a) a specific identification of the provision and/or procurement procedure that is alleged to have been breached;
b) a specific description of each act alleged to have breached the procurement process;
c) a precise statement of the relevant facts;
d) an identification of the issues to be resolved;
e) the Bidder's arguments and supporting documentation;
f) the Bidder's requested remedy.

4.4 Confidentiality

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

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 Request for Tender and the performance of the Contract;
c) must not be disclosed without prior written authorization from the Board; and
d) shall be returned by the Bidders to the Board immediately upon the request of the Board.

4.5 Dispute Resolution

4.5.1 The parties to this tender process agree that Ontario is the appropriate and sole jurisdiction with respect to the adjudication of any disputes between the parties.

4.5.2 Any dispute between the parties arising out of, or relevant to, this competitive process which cannot be resolved by the parties, shall be referred to mediation for mandatory alternative dispute resolution, and a mediator shall be selected by the parties with requisite skill or experience in the subject matter related to the dispute. 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 with reference to the *Arbitration Act, 1991* , S.O. 1991, c. 17 as amended from time to time, in which case the following provisions shall apply.

a) 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.
b) In the case of the Bidder giving notice to the Board, if the Board does not consent to submitting such matter to arbitration, the Bidder may refer such matter to a court of competent justice.
c) If the Board generates the notice, or if the notice is generated by the Bidder and consented to by the Board, then the following provisions shall apply;
    i. Within five (5) business days after receipt of such notice, the parties shall appoint a single arbitrator with appropriate experience to determine such dispute.
    ii. If the parties fail to appoint an arbitrator, either party may apply to a Judge of the Superior Court of Justice to appoint an arbitrator to determine such dispute.
    iii. 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.
    v. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction and enforced in the normal course.
    vi. Any such mediation or arbitration shall take place in the City of Toronto, unless mutually agreed by the parties to hold it in another jurisdiction or virtually.

4.6 Entitlement to Debriefing

4.6.1 In accordance with the Broader Public Sector Procurement Directive, Bidders are entitled to a debriefing, during which they will be provided with feedback regarding their submission. In order to be debriefed, Bidders must contact the Procurement representative identified on the Communications Notice page, in writing, to request a debriefing within sixty (60) calendar days from the date of the notification of award.

4.7 Execution of a Contract and Board's Purchase Order

4.7.1 The Successful Bidder shall execute a CCDC 2 2020 Stipulated Price Contract, together with all required Supplementary Conditions as set out in this RFT, in writing with the Board within ten (10) calendar days of being notified, in writing, by the Board, of the acceptance of the Tender.

4.7.2 If Tender Security was requested as part of the Tender and the Successful Bidder fails to execute a Contract, the Bidder may be required to forfeit their Tender Security to the Board and thereafter the Contract between such Bidder and the Board shall be forthwith terminated, forfeited and ended.

4.7.3 A purchase order accepting a Tender will be issued by the Board to the Successful Bidder following the execution of the Contract.

4.8 Billing

4.8.1 Invoices must be e-mailed in PDF format individually to the Board's Project Representative and this address: apinvoices@tdsb.on.ca (preferred method) with the Purchase Order Number clearly indicated on the invoice or must be submitted in writing directly to: Accounts Payable, 5050 Yonge Street, 3rd Floor, Toronto, ON, M2N 5N8. Handwritten invoices will not be accepted and will be returned. Where applicable, taxes shall be shown separately on invoices submitted. All taxes, export duties, fees, banking, charges and other charges incurred on the goods and/or services shall be the responsibility of the Bidder and for the Bidder's account.

4.8.2 The successful Bidder shall not include in its invoice line items for materials not yet installed. The Board will not accept an invoice containing line items for materials not yet installed unless otherwise agreed to in writing.

4.9 Electronic Funds Transfer

4.9.1 The Board requires all suppliers to participate in a direct deposit system (electronic funds transfer) as the only acceptable method of payment to the Board's suppliers. The benefits to our vendors include increased security and improved efficiencies by eliminating delays in handling and processing of cheques. The successful Bidder shall be required to provide the Board with the necessary banking information to enable electronic fund transfers for the payments of Goods or Services. Under no circumstances shall the Board be responsible for the payment of any transaction fees or other related charges that may be imposed or incurred by the supplier.

4.9.2 The following necessary information is required:

a) Bank Number
b) Bank Transit Number
c) Bank Account Number
d) Email address that deposit notification is to be sent to

4.10 Governance

4.10.1 The performance and interpretation of this competitive process and Contract shall be governed according to applicable federal, provincial and municipal laws, regulations and standards.

4.10.2 During the term of the Contract, the Successful Bidder shall comply with all applicable Board policies and procedures.

4.11 Health and Safety Requirements

4.11.1 Employees of the Successful Bidder shall ensure that they comply with the Occupational Health & Safety Act and Regulations for Industrial Establishments.

4.11.2 The Ministry of Education and Training and the Ministry of Health provide regulations specifying which substances/products are not acceptable. If applicable, the Successful Bidder shall supply Material Safety Data Sheets providing the Board with the breakdown of components for any products used in Board facilities with every shipment.

4.11.3 Bidders and their Subcontractors shall be held responsible for all fines and/or contraventions of legislation which have been incurred by the Board.

4.11.4 All accidents which occur on a school property, no matter how minor, must be reported immediately to the school Principal and a Board representative.

4.11.5 The Board acknowledges that the Bidder may use a drone or similar device for fly-over photography or video from time to time and that such activity is not prohibited by the Board, provided that such activities are at all times performed in accordance with applicable laws, and that the Bidder and/or its authorized representative has obtained all necessary governmental licenses and/or approvals relating thereto. The Bidder shall ensure that, at all times when a drone or similar device is used, it maintains in force appropriate drone insurance coverage in accordance with the requirements set out in the Supplementary Conditions. The Bidder shall hold the Board harmless from and indemnify, protect and defend the Board against any and all claims caused by or arising out of such activities.

4.12 No Smoking on Board Property

4.12.1 The Bidder shall comply with the Smoke-Free Ontario Act, 2017, S.O. 2017, c. 26, Sched. 3 and ensure that its employees and/or contractors/subcontractors do not smoke on and in any of the Board's property, including schools, offices, administrative buildings, warehouses, other Board facilities, and non-Board vehicles on Board property, and in all public areas within 20 meters of the Board's property and Board facilities.

4.13 Designated Substances/Asbestos

4.13.1 The Owner will provide, as part of the Contract Documents, a project-specific Designated Substances Survey (DSS) and project-specific abatement requirements within the drawings and specifications. The Bidder shall review, understand, and strictly adhere to all requirements, procedures, and controls identified in these documents when planning and executing the Work.

4.13.2 The Bidder shall be responsible for coordinating the Work in accordance with the DSS and abatement specifications and shall ensure that all necessary protective measures are implemented to safeguard workers, building occupants, and the public.

4.13.3 The Bidder shall ensure that all contractors, Subcontractors, and workers engaged in the Work are made aware of the contents of the DSS and abatement specifications prior to commencing Work and prior to entering into any agreements. The Bidder shall ensure that such parties have reviewed, understood, and agreed to comply with all applicable requirements.

4.13.4 The Bidder acknowledges and agrees that it has been advised by the Board of the presence, if any, of designated substances with which my workers may come in contact during the performance of any contract awarded under this Request.

4.13.5 The Bidder shall promptly notify the Owner and the Owner's environmental consultant of any discrepancies, omissions, or conflicts identified between site conditions and the DSS or abatement specifications, or if conditions are encountered that differ from those described in the Contract Documents.

4.13.6 The Bidder acknowledges and agrees that designated substances may be present as identified in the DSS and specifications and that workers may come into contact with such substances during the performance of the Work.

4.13.7 The Bidder shall ensure that all required documentation, acknowledgements, and records related to review of the DSS and abatement specifications are completed and maintained, as required by the Contract Documents or applicable legislation.

4.13.8 The Bidder shall immediately stop Work and secure the affected area if any suspected hazardous or designated substance, including but not limited to friable asbestos-containing material not identified in the Contract Documents, is discovered during the course of the Work. The Bidder shall notify the Owner and the Owner's environmental consultant without delay. No Work shall resume in the affected area until the material has been assessed, and written direction has been provided by the Owner or its environmental consultant.

4.13.9 Any abatement, removal, or disturbance of designated substances shall be carried out strictly in accordance with the project specifications, applicable laws, and approved procedures, and only by qualified personnel.

4.14 Municipal Freedom of Information and Protection of Privacy Act

4.14.1 Toronto District School Board is governed by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56 ("MFIPPA"). By submitting a Tender, including any personal information requested in the RFT, Bidders agree to the use of that information by TDSB for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.14.2 Once submitted to the Board, information you provide in your Tender is subject to MFIPPA and, in the event of a Freedom of Information (FOI) access request, must be disclosed. Bidders are permitted to specifically identify any protected confidential information in their Tender. Pursuant to Section 10 of MFIPPA, Third Party Information, protected confidential information consists of information that reveals a trade secret or scientific, technical, commercial, financial, proprietary or similar confidential information that, if disclosed, could reasonably be expected to cause the Bidder harm. Complete Tenders are not to be identified as confidential. In the event that TDSB receives a request for access to all or part of a Tender, TDSB will deliver the relevant notice to the affected Bidder pursuant to MFIPPA Section 21.

4.15 Record and Reputation

4.15.1 The Board may reject a Tender where the Bidder is subject to a documented circumstance that, in accordance with applicable Board policies, procedures and procurement requirements, provides a reasonable basis for determining that the Bidder is not suitable for the award of the Contract. Where prior performance with the Board is considered, the Board will rely on documented vendor performance information and established Board processes. Any consideration of prior performance will be applied consistently and in accordance with the applicable procurement requirements

4.15.2 The Bidder who has breached any applicable laws or who has engaged in conduct prohibited by this Request for Tender, including where there is any evidence that the Bidder or any of its employees or agents colluded with any other Bidder, its employees or agents in the preparation of the Tender;

4.15.3 The Bidder has, or the principals of a Bidder have, previously breached a contract with the Board, or has otherwise failed to perform such Contract to the reasonable satisfaction of the Board, the Bidder has been charged or convicted of an offence in respect of a contract with the Board, or the Bidder reveals a conflict of interest or unfair advantage in its Tender or a conflict of interest or evidence of any unfair advantage is brought to the attention of the Board;

4.15.4 In determining whether or not to reject a Tender under this section,

a) the Board may consider whether the litigation is likely to affect the Bidder's ability to work with the Board, and/or whether the Board's experience with the Bidder indicates

that the Board is likely to incur increased staff and legal costs in the administration of the Contract if it is awarded to the Bidder.

b) the prior acts or omissions of a Bidder shall also include the prior acts or omissions of: an officer, a director, a majority or controlling shareholder, or a member of the Bidder, if a corporation; a partner of the Bidder, if a partnership; any corporation to which the Bidder is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom that the Bidder is not at arm's length within the meaning of the *Income Tax Act (*Canada).

4.16 Reserved Rights of the Board

4.16.1 The Board shall have the following reserved rights and privileges, which may be exercised or waived in its absolute discretion:

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

b) Request written clarification or the submission of supplementary written information from any Bidder and incorporate such clarification or supplementary written information into the Bidder's Tender, at the Board's discretion, provided that clarification or submission of supplementary written information shall not be an opportunity for the Bidder to correct errors in its Tender or to change or enhance the Bidder's Tender in any material manner;

c) Disqualify any Bidder whose Tender contains misrepresentations or any other inaccurate or misleading information, or whose Tender is determined to be non-compliant with the requirements of the Request for Tender;

d) The Board may reject any Tender, the lowest priced Tender or all Tenders, or may cancel the Tender and require the submission of new Tenders for any reason within its absolute discretion.

4.16.2 Where the Tender Documents establish award based on the lowest compliant Total Contract Price, the Board will award the Contract to the Bidder that has submitted the lowest compliant Tender, subject to the requirements and conditions set out in the Tender Documents.

4.16.3 The Board may reject any Tender submitted by a Bidder or cancel the Contract awarded to that Bidder without penalty, where any information provided by the Bidder in its Tender or as part of any competitive process is determined to be false or otherwise misleading in any material respect.

4.16.4 The Board reserves the right not to proceed with a Tender in its entirety or to proceed with only part of it without any obligation or liability to any Bidder.

4.16.5 The Board reserves the right to cancel this Request for Tender process at any stage and issue a new Request For Tender for the same or similar requirements, including where:

a) the Board determines it would be in the best interest of the Board not to award a Contract;
b) the Tender prices exceed the Tender prices received by the Board for previously supplied similar Work;
c) the Tender prices exceed the funds available for the Work;
d) the funding for Work has been revoked, modified, or has not been approved;
e) accept or reject a Tender if only one Tender is submitted; or
f) select any Bidder other than the Bidder whose Tender reflects the lowest cost to the Board.

Where the Board cancels this Tender, the Board may do so without providing reasons, and the Board may thereafter issue a new Request for Tender, request for qualifications, sole source or do nothing; make changes, including substantial changes, to this Request For Tender provided that those changes are issued by way of addenda in the manner set out in this Request For Tender.

4.17 Severability

4.17.1 The Successful Bidder hereby acknowledges and agrees if any term or condition of the Tender or the Contract, or the application thereof to the parties or circumstances, is to any extent invalid or unenforceable, the remainder of the Tender or the Contract, and the application of such term or condition to the parties, persons or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby.

4.18 Subcontractors

4.18.1 Unless otherwise stipulated in this competitive process, or any addenda thereto, the Bidder shall indicate the names of all nominated Subcontractors that it proposes to use in the provision of services and/or Work contemplated by this competitive process.

4.18.2 The Board reserves the right to reject any Subcontractor so nominated, without penalty or liability to the Board of any kind whatsoever.

4.18.3 No change shall be made to the list of nominated Subcontractors after the closing time of the competitive process, without the prior written approval of the Board, and only on such terms and conditions as the Board, in the exercise of an absolute discretion, may require.

4.18.4 Any Bidder requesting the Board's consideration of a change of Subcontractor shall be responsible for all costs of the Board to review, investigate and approve, if acceptable, such change, including but not limited to, all of the Board's internal staff costs and all legal, financial and Consultant costs. These costs are payable even where the request is denied.

4.18.5 Once final approval of Subcontractors is obtained, no change will be permitted by the Successful Bidder without prior written approval by the Board and Consultant.

4.18.6 The Owner may award a separate project within the same building during the term of this contract. Where this occurs, each project will have its own defined scope and limits of work, and each contractor will be designated as the constructor for its own project under the Occupational Health and Safety Act. The Contractor shall coordinate its work, access, egress, and site logistics with other contractors working in the building. The Owner does not assume the role of constructor under this contract.

4.19 Substitutions

4.19.1 Requests for substitution relating to this RFT must be set out, in writing, through the Bidding System by clicking on the "Submit a Question" button for the specified RFT.

4.19.2 Bidders who request substitutions shall also email the requests, with complete details about the substitution, including specifications, modifications, and revisions to other work for each substitution, to the Procurement representative identified in the Communications Notice, to enable the Board and the Consultant to determine the acceptability of such substitution.

4.19.3 The Board reserves the right to accept or reject a proposed substitution based on the requirements of the Tender Documents, including the applicable specifications, performance requirements and project requirements.

4.20 Vendor Performance Evaluation

4.20.1 By submitting a Tender in respect of these Contracts, the Bidder understands that the Board may use a vendor performance evaluation method and that their performance will be documented, held on file, and updated as appropriate. This evaluation will be available for review with the Contractor, and recommendations will be put forward as to the Contractor's overall suitability of future Board Projects. Bidders submitting a Tender are deemed to accept the validity of and attorn to the outcomes of such an evaluation.

4.21 Workplace Safety and Insurance Act

4.21.1 At the time of entering into the Contract, the Successful Bidder shall provide to the Board a current Clearance Certificate from the Ontario Workplace Safety and Insurance Board ("WSIB"). For the duration of the Contract, the Successful Bidder shall provide, upon each terms expiry, a renewed Clearance Certificate to the Board, by way of uploading to the Bidding System, to ensure continued good standing with the WSIB.

4.21.2 The Successful Bidder shall indemnify the Board against the payment of any sum required to be paid pursuant to the Workplace Safety and Insurance Act ("WSIA"). If required, the Board

may deduct any such fees from any payment due to the Successful Bidder. The Board shall not be considered to be the employer of the Successful Bidder or its personnel under any circumstances whatsoever.

4.21.3 Where the Successful Bidder is exempt from WSIB coverage, the Successful Bidder shall provide evidence of such exemption satisfactory to the Manager of Procurement and Risk Management Services or designate. Should the Successful Bidder's status change during the term of the Contract so that coverage is required, the Successful Bidder shall immediately provide the Board with the Clearance Certificate and subsequent renewal certificates required under item 1 above.

4.22 Police Record Checks

4.22.1 The Bidder acknowledges that the Board must be in compliance with O Reg 521/01 - Collection of Personal Information under the Education Act with respect to police record checks and offence declarations. The Bidder covenants and agrees to assist the Board in complying with same by providing the Board, or such other entity as the Board may designate, with a police record check as and when required by O. Reg. 521/01 (vulnerable sector check; or criminal record and judicial matters check; and annual offence declaration) in Board-approved form for every individual, employee, contractor, volunteer or agent (collectively, "Worker") of the Bidder who may come into direct contact with students on a regular basis at a school site of the Board, or who may have access to student information. The Board shall determine in its sole and unfettered discretion whether Worker of the Bidder may come into direct contact with students on a regular basis or may have access to student information.

4.22.2 To comply with the requirement in Section 4.22.1, the selected Bidder shall deal directly with: Toronto District School Board Police Reference Check Office located at 17 Fairmeadow Ave., Room 107, Toronto, Ontario M2P 1W6; telephone: (416) 393-0759. The Board requires originals of all clearances/documents. A police criminal records check (PCRC) clearance letter will not be accepted as a vulnerable sector check.

4.22.3 The Bidder agrees to indemnify and save harmless the Board from all claims, liabilities, expenses, and penalties to which the Board may be subjected on account of the Bidder's failure to comply with its obligations to provide and update the documentation and assistance set out in Sections 4.22.1 and 4.22.1. This indemnity shall survive the expiration or sooner termination of the Contract. In addition, and notwithstanding anything else herein contained, if the Bidder fails to comply, then the Board shall have the absolute right in its sole and unfettered discretion to forthwith terminate the Contract without prejudice to any other rights which it may have in the Contract, in law or in equity.