

## **PART 1 - GENERAL**

### **1.1 GENERAL REQUIREMENTS**

- .1 Read and be governed by conditions of the *Contract Documents*, including Sections of Division 1.

### **1.2 SECTION INCLUDES**

- .1 1.1 General Requirements
- .2 1.2 Section Includes
- .3 1.3 Definitions
- .4 1.4 Intent
- .5 1.5 Scope Of Work
- .6 1.6 RFT Time Table
- .7 1.7 Covid-19
- .8 1.8 Electronic Bid Submission
- .9 1.9 Contact For Technical Issues
- .10 1.10 Victoria Park Management Purchasing Analyst
- .11 1.11 Costs Incurred By Bidders
- .12 1.12 Communications With Victoria Park Management
- .13 1.13 Questions And Clarifications
- .14 1.14 Addenda
- .15 1.15 Ability And Experience
- .16 1.16 Irrevocability Period
- .17 1.17 Bid Deposit
- .18 1.18 Bonds
- .19 1.19 Examination Of The Site And Designated Substances Notice
- .20 1.20 Errors & Omissions
- .21 1.21 Bid Submission Process
- .22 1.22 Closing Time
- .23 1.23 Procurement Bylaw
- .24 1.24 Suspended Suppliers
- .25 1.25 Acceptance And Rejection Of Bids
- .26 1.26 Informal Bids
- .27 1.27 Conflicts Of Interest
- .28 1.28 Evaluation Of Bids
- .29 1.29 Blackout Period
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- .31 1.31 Award Of Contract
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- .34 1.34 Non-Disclosure Agreement

- .35 1.35 Governing Law
- .36 1.36 Cancellation Of Process

### 1.3 DEFINITIONS

- .1 The following definitions shall apply to the Bid Documents only:
  - .1 **AODA:** means the Accessibility for Ontarians with Disabilities Act, 2005, SO 2005, c. 11
  - .2 **Bid:** means the Bidder's response to this Request for Tender
  - .3 **Bid Documents:** consist of the Instructions to Bidders, Bid Form, Stipulated Price Contract CCDC 2 - 2020, Amendments to Stipulated Price Contract CCDC 2 - 2020, Specifications, Drawings, Addenda, and other documents included in the Request for Tender
  - .4 **Bidder:** means any entity submitting a Bid in response to this Request for Tender and, as the context may suggest, refers to a potential Bidder
  - .5 **Business Day:** means any Day except Saturdays, Sundays and statutory holidays in the Province of Ontario
  - .6 **Closing Time:** means the Bid Closing Date as identified on the Bidding Website
  - .7 **Confidential Information:** means all proprietary, confidential and non-publicly available information provided by or on behalf of the Victoria Park Management to Bidders, whether in oral, written, graphic, schematic or electronic form
  - .8 **Conflict of Interest:** means any situation or circumstance where, in relation to the performance of its obligations under the Contract, the Bidder's other commitments, relationships or financial interests
    - .1 could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
    - .2 could or could be seen to compromise, impair, or
    - .3 be incompatible with the effective performance of its obligations under the Contract.
  - .9 **Contract:** means the contract entered into by the Victoria Park Management and the Contractor as a result of this Request for Tender
  - .10 **Contract Documents:** consist of the executed CCDC 2 Stipulated Price Contract (2020), Amendments to CCDC 2 Stipulated Price Contract (2020), Specifications, Drawings, Addenda, Change Orders and such other documents as are listed in Article A-3 - Contract Documents and Reference Documents including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract
  - .11 **Contract Time:** means the number of Working Days stipulated in the Agreement Between Owner and Contractor of the Stipulated Price Contract, CCDC-2 2020 for completion of the Work
  - .12 **Contractor:** means the entity with whom the Victoria Park Management enters into the Contract as a result of this Request for Tender
  - .13 **Day:** means a calendar day

- .14 **Drawings:** means all plans, profiles, drawings, sketches or copies thereof, used or prepared for, or in connection with, the Work
- .15 **Estimated Contract Price:** means the Subtotal Contract Amount identified in the Schedule of Prices Summary Table contained in the Bid
- .16 **may** and **should:** as used in the Bid Documents reflect a permissive requirement
- .17 **Plan Taker:** means any entity who has registered for this Request for Tender
- .18 **Request for Tender (RFT)** means the document(s) issued by Victoria Park Management to which Plan Takers are invited to submit Bids
- .19 **shall** and **must** as used in the Bid Documents reflect a mandatory requirement
- .20 **Site:** means the designated site or location of the Work
- .21 **Subcontractor:** means a person, firm or corporation who will have a direct contract with the Contractor to perform a part or parts of the Work
- .22 **Work** means the total construction and related services required by the Contract

#### 1.4 INTENT

- .1 The intent of this call for bids is to obtain a bid in order to perform the Work to complete the renovation and construction of second floor addition for Victoria Park Management office located at 155 Queen St N, Hamilton, ON L8R 2V6 for a CCDC 2 Stipulated Price Contract 2020 in accordance with the *Contract Documents*.

#### 1.5 SCOPE OF WORK

- .1 The scope of the Work includes, but is not limited to, the provision of all labour, materials, Construction Equipment and services required to complete the Works for the renovation and construction of second floor addition for Victoria Park Management office located at 155 Queen St N, Hamilton, ON L8R 2V6 and as required to complete the Project.

#### 1.6 RFT TIME TABLE

- | .1 Description         | Date                                                  |
|------------------------|-------------------------------------------------------|
| Issue Date of RFT      | September 11, 2023                                    |
| Optional Site Visit    | September 18 <sup>th</sup> , 2023 at 11:00am          |
| Deadline for Questions | September 29 <sup>TH</sup> at 12:00pm noon local time |
| Submission Deadline    | October 6 <sup>th</sup> at 3:00pm noon local time     |
- .2 The RFT timetable is tentative only and may be changed by Victoria Park Management at any time.
  - .3 Optional Site Meeting
  - .4 An optional site meeting will be held at 11:00am location time on Monday, September 18<sup>th</sup>, 2023 at 155 Queen Street North, Hamilton Ontario at the main entrance to the building off of Queen Street. Questions should not be asked at the site meeting; they shall be submitted directly through bids and tenders. The bidder must follow the instructions stated within this section of this document.

## **1.7 COVID-19**

- .1 The Contractor will be required to comply with all legislative amendments, controls, regulations, requirements and orders that were or are issued by the Government of Canada, the Province of Ontario, Victoria Park Management or other municipal authority in response to the global pandemic of the virus leading to COVID-19 including any resurgence or mutation thereof.
- .2 In submitting its Bid, the Bidder shall be deemed to have considered all legislative amendments, controls, regulations, requirements and orders that were issued, prior to bid closing, by the Government of Canada, the Province of Ontario, Victoria Park Management or other municipal authority in response to the global pandemic of the virus leading to COVID-19, including any impacts such legislative amendments, controls, regulations, requirements and orders could have on the Bidder's pricing, and the Estimated Contract Price is deemed to include all costs associated with the foregoing.

## **1.8 ELECTRONIC BID SUBMISSION**

- .1 Victoria Park Management will ONLY accept ELECTRONIC BID SUBMISSIONS submitted through Bids and Tenders website at <https://www.bidsandtenders.ca/> (the "Bidding Website"). Hard copy bid submissions will not be accepted.
- .2 Bids shall be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

## **1.9 CONTACT FOR TECHNICAL ISSUES**

- .1 Bidders that encounter technical issues with the Bidding Website should email [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) and copy the Purchasing Analyst.

## **1.10 VICTORIA PARK MANAGEMENT PURCHASING ANALYST**

- .1 Victoria Park Management Purchasing Analyst for this RFT is:  
  
Rizwan Zaeem, PEng, PMP, CEM  
Director, Capital Assets and Infrastructure  
E-mail: [capital@vpch.com](mailto:capital@vpch.com)

## **1.11 COSTS INCURRED BY BIDDERS**

- .1 Bidders shall bear all costs incurred in their preparation and submission of Bids to Victoria Park Management. Victoria Park Management will not make any payment for any Bids received, or for any other effort required of, or made by, Bidders prior to the commencement of the Work.

## **1.12 COMMUNICATIONS WITH VICTORIA PARK MANAGEMENT**

- .1 To ensure fair consideration and evaluation of Bids, the Victoria Park Management prohibits ex parte or unsolicited communication initiated by Bidders to, or with, any Victoria Park Management consultants or employees during the tender process, except as provided for in paragraphs 1.8 and 1.11.

## **1.13 QUESTIONS AND CLARIFICATIONS**

- .1 Questions related to this RFT shall be submitted to the Victoria Park Management through the Bidding Website by clicking on the 'Submit a Question' button.

- .2 Bidders shall seek clarification of any matter that they consider unclear before submitting a Bid. Victoria Park Management is not responsible for any misunderstanding of this RFT on the part of the Bidder.
- .3 If a Bidder finds discrepancies or omissions in the Bid Documents, or if a Bidder is in doubt as to their meaning, the Bidder shall submit its question or concern using the 'Submit a Question' feature in the Bidding Website. Victoria Park Management shall make reasonable efforts to provide Bidders with written responses to questions that are submitted during the bidding process, subject to the provisions of this paragraph. Questions and answers will be distributed in the form of an addendum. Victoria Park Management may, in its sole discretion:
  - .1 Edit the question(s) for clarity;
  - .2 Exclude questions that are either unclear, irrelevant or inappropriate;
  - .3 Answer similar questions from various Bidders only once; and
  - .4 Not answer questions received less than 5 Business Days prior to the Closing Time.
- .4 No employee or agent of Victoria Park Management is authorized to amend or waive the requirements of this RFT in any way unless the amendment or waiver is issued in an addendum. Under no circumstances shall Bidders rely upon any information or instructions from Victoria Park Management, its employees, or its agents, unless the information or instructions are provided in writing in the form of an addendum.

#### **1.14 ADDENDA**

- .1 Bidders shall allow for the issuance of addenda during the bidding period.
- .2 Any additional information and/or changes to the Bid Documents will be issued in the form of an addendum. All addenda will be posted to the Bidding Website.
- .3 Victoria Park Management will notify Bidders of the issuance of addenda via e-mail; however, it is the Bidder's responsibility to ensure that it has downloaded all addenda prior to submitting its Bid. Victoria Park Management will not be liable for any misdirected notices of addenda resulting from a Bidders failure to update its contact information in the Bidding Website and/or Bidders failing to check for addenda prior to submitting their Bid.
- .4 Bidders shall acknowledge receipt of all addenda prior to submitting their Bid. Bids that do not contain evidence of receipt of all addenda will be deemed to be "incomplete" and will not be accepted in the Bidding Website.
- .5 In the event that an addendum is issued after a Bidder has submitted its Bid, the Bidding Website will change the status of the Bid to "incomplete" and the Bidder will be required to acknowledge the addendum and resubmit its Bid prior to the Closing Time. Victoria Park Management recommends that after submitting its Bid, the Bidder checks for addenda up until the Closing Time.

#### **1.15 ABILITY AND EXPERIENCE**

- .1 Victoria Park Management reserves the right to not award the Contract to any Bidder who does not furnish evidence, satisfactory to Victoria Park Management, that it has experience in performing the type of work proposed and that it has sufficient capital and equipment to enable it to successfully complete the Work within the Contract Time.

- .2 Bidders must be prepared to present evidence of their experience, ability, service facilities and financial standing necessary to satisfactorily meet the requirements set forth or implied in this RFT if requested by Victoria Park Management.

#### **1.16 IRREVOCABILITY PERIOD**

- .1 All prices submitted in the Bid shall be valid and irrevocable for a period of 90 Days after the Closing Time.

#### **1.17 BID DEPOSIT**

- .1 All Bids shall be accompanied by a bid deposit in the amount of \$50,000.00 to act as security for the execution and delivery of the Contract and the provision of the requisite bonds, proof of insurance and all other documents required to be delivered to the Victoria Park Management upon execution of the Contract. The bid deposit shall be in the form of a digital Bid Bond from a recognized guarantee or surety company acceptable to Victoria Park Management, and authorized by law to do business in the Province of Ontario. The form of Bid Bond acceptable to Victoria Park Management is attached as Schedule A.
- .2 Failure to meet the Victoria Park Management bid deposit requirements shall result in rejection of your bid.

#### **1.18 BONDS**

- .1 Bidders shall submit a digital Undertaking to Bond with their Bid. The form of Undertaking to Bond acceptable to the Victoria Park Management is attached as Schedule B. The Undertaking to Bond shall be from an insurance or surety company licensed under the Insurance Act, RSO 1990, c. I.8, as amended, acceptable to Victoria Park Management.
- .2 The Contractor will be required to provide:
  - .1 A Performance Bond for the due completion of the Work in accordance with the terms and conditions of the Contract, in an amount equal to 50% of the Estimated Contract Price and in a form acceptable to Victoria Park Management; and
  - .2 A Labour and Material Payment Bond in an amount equal to 50% of the Estimated Contract Price and in a form acceptable to Victoria Park Management.
- .3 The form of Performance Bond acceptable to Victoria Park Management is Form 32 – Performance Bond under Section 85.1 of the Construction Act, which can be found at <http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>.
- .4 The form of Labour and Material Payment Bond acceptable to Victoria Park Management is Form 31 – Labour and Material Payment Bond under Section 85.1 of the Construction Act, which can be found at <http://ontariocourtforms.on.ca/en/construction-lien-act-forms/>.
- .5 The bonds shall be issued by the same insurance or surety company that issued the Undertaking to Bond or an alternate insurance or surety company that meets the criteria set out above.
- .6 Failure to meet Victoria Park Management's bonding requirements shall result in the rejection of your Bid.

#### **1.19 EXAMINATION OF THE SITE AND DESIGNATED SUBSTANCES NOTICE**

- .1 Prior to submitting a Bid, Bidders shall thoroughly acquaint themselves with the Bid Documents and carefully examine the Site where the Work will be performed, to fully inform themselves of the

existing conditions and limitations. Access to the Site may be provided during the bidding period when requested.

- .2 Bidders shall not claim, after the submission of their Bid, that there was any misunderstanding of the terms and conditions of the Contract relating to Site conditions.

## **1.20 ERRORS & OMISSIONS**

- .1 Victoria Park Management shall not be held liable for any errors or omissions in any part of this RFT. While Victoria Park Management has used reasonable efforts to ensure an accurate representation of information in this RFT, the information contained in this RFT is supplied solely as a guideline for Bidders. Victoria Park Management does not guarantee or warrant that the information is accurate, comprehensive or exhaustive. Nothing in this RFT is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this RFT. Information provided in this RFT is relied upon or acted upon by Bidders solely and exclusively at their own risk.

## **1.21 BID SUBMISSION PROCESS**

- .1 Bidders must submit their Bids electronically through the Bidding Website. Any Bids which are not received electronically through the Bidding Website will not be accepted by Victoria Park Management and will be returned to the Bidder unopened.
- .2 In the event that a Bidder wishes to revise its Bid after it has been submitted, the Bidder must withdraw its Bid, make the necessary changes, and resubmit its Bid before the Closing Time.
- .3 Victoria Park Management accepts no responsibility for any reason whatsoever, including computer system failures of either the Bidder or Victoria Park Management's service provider, if the Bidder is unable to submit its Bid before the Closing Time, and the Bidder agrees that Victoria Park Management shall have no liability for delays caused by internet/network traffic, degraded operation or failure of any computer system element, including, but not limited to: any computer system, power supply, telephone or data connection or system or software or browser of any type whatsoever.
- .4 It is the sole responsibility of the Bidder to ensure that it can access and exchange data with Victoria Park Management's service provider's computer systems electronically and that it allows sufficient time to successfully access and share data with Victoria Park Management's service provider's computer systems, having regard to the possibility of delays caused by internet/network traffic. Bidders are solely responsible for ensuring that they plan their access to Victoria Park Management's service provider's computer/servers, so that the Bidders can reach Victoria Park Management's service provider's computers/servers, and submit their Bids, before the Closing Time.

## **1.22 CLOSING TIME**

- .1 All Bids must be submitted electronically through the Bidding Website and received by Victoria Park Management not later than the Closing Time.
- .2 The Closing Time shall be determined by the Bidding Website clock and is subject to change via addendum.
- .3 The receipt of Bids can be delayed due to factors such as "internet traffic", file transfer size, transmission speed, etc. Victoria Park Management therefore recommends that Bidders allow sufficient time to upload their Bid submission, including any attachments.

- .4 A Bid will only be considered to have been submitted once it has been received by Victoria Park Management in its Bidding Website, regardless of when the Bid was submitted by the Bidder.
- .5 Bidders will receive a confirmation e-mail from the Bidding Website once they have successfully submitted their Bid. Bidders should not consider their Bid to have been submitted until they have received the confirmation e-mail.

#### **1.23 PROCUREMENT BYLAW**

- .1 Bids will be called, received, evaluated, accepted and processed in accordance with Victoria Park Management's Procurement Bylaw and all applicable protocols (the "Bylaw") as amended or replaced from time to time. By submitting a Bid, the Bidder agrees to be bound by the terms and conditions of the Bylaw.

#### **1.24 SUSPENDED SUPPLIERS**

- .1 Victoria Park Management will not open Bids received from Bidders that have been suspended pursuant to the Supplier Suspension Protocol.

#### **1.25 ACCEPTANCE AND REJECTION OF BIDS**

- .1 Victoria Park Management reserves the right to reject any or all Bids, in whole or in part, including without limitation the lowest Bid, and/or to waive any technical defects, irregularities and omissions if, in so doing, the best interests of Victoria Park Management will be served.
- .2 Victoria Park Management also reserves the right, in its sole discretion, to reject or retain for its consideration Bids which are non-conforming because they do not contain the content or form required by this RFT or fail to comply with the submission process set out in this RFT.
- .3 In the event that Victoria Park Management, in its sole discretion, deems a Bid or any component of it (i.e. the Estimated Contract Price or the price(s) for any item(s), part(s), section(s) or division(s)) to be unbalanced, the Bid may be deemed to be non-compliant and rejected. For the purpose of this provision, "unbalanced" means the price submitted, whether it be the Estimated Contract Price or a price for an item, part, section or division, does not reflect reasonable, anticipated costs for the required labour, equipment and materials, plus a reasonable proportionate share of the Bidder's anticipated overhead and profit, or the Bid creates a reasonable doubt that its acceptance will result in the lowest actual cost to Victoria Park Management.
- .4 If only one compliant Bid is received and the Bid is over budget, Victoria Park Management reserves the right to enter into negotiations with the Bidder for the purpose of awarding a Contract that is within budget, which may include amending the scope of Work.

#### **1.26 INFORMAL BIDS**

- .1 Bids that have not been submitted electronically through the Bidding Website, or are late, incomplete, have no Undertaking to Bond where required, do not contain the required bid deposit in a form acceptable to Victoria Park Management, are restricted or altered in a way that is not acceptable to Victoria Park Management, do not provide evidence of receipt of all addenda, depart in some material way from the Drawings and Specifications contained in the Bid Documents, or otherwise fail to conform to the requirements of the Bid Documents, will be deemed to be informal and will be rejected by Victoria Park Management.
- .2 Victoria Park Management may, in its sole discretion, reject or retain for its consideration Bids which are non-conforming.



#### **1.27 CONFLICTS OF INTEREST**

- .1 Bidders shall declare, in their Bid, all conflicts of interest, or any circumstance that may be reasonably perceived as a conflict of interest, which exists now, or may exist in the future.
- .2 Failure to comply with this requirement will render the Bid non-compliant and will cause the Bid to be rejected.
- .3 Victoria Park Management may, in its sole discretion, waive any and all actual, potential, or perceived conflicts of interest, on such terms and conditions as Victoria Park Management, in its sole discretion, considers to be required to satisfy itself that any actual, potential or perceived conflict of interest has been appropriately managed, mitigated and minimized. In this regard Victoria Park Management may require the Bidder to implement measures or take other steps to manage or mitigate the impact of any actual, potential or perceived conflict of interest.
- .4 Victoria Park Management also reserves the right to disqualify from further consideration Bids which, in Victoria Park Management's opinion, demonstrate a conflict of interest.

#### **1.28 EVALUATION OF BIDS**

- .1 Victoria Park Management will conduct its evaluation of Bids in the following stages:
  - .1 Victoria Park Management will review Bids to determine whether they comply with the technical requirements specified in the Bid Documents including, but not limited to, the following:
  - .2 Confirming the Bidder has submitted an acceptable Bid Bond and Undertaking to Bond
  - .3 Once the compliance review is complete, Victoria Park Management will unseal the pricing for all compliant Bids.

#### **1.29 BLACKOUT PERIOD**

- .1 Bidders shall not initiate communication with any Victoria Park Management official, consultant or employee with respect to this RFT from the Closing Time up to, and including, the date that the Contract has been awarded (the "Blackout Period") or the RFT has been cancelled.
- .2 Communication between Bidders and Victoria Park Management during the Blackout Period may only be undertaken through Victoria Park Management's Purchasing Analyst. Any communication initiated by a Bidder during the Black Out Period to any Victoria Park Management official, consultant or employee other than Victoria Park Management's Purchasing Analyst may be grounds for disqualifying the offending Bidder from consideration for the award of this and/or any future Victoria Park Management procurements.

#### **1.30 LOBBYING PROHIBITED**

- .1 Bidders, including their Subcontractors, consultants, agents, officials and employees shall not engage in any form of political or other lobbying whatsoever with respect to this RFT or seek to influence the outcome of the RFT process. This anti-lobbying clause applies to communications with all members of Victoria Park Management, and their respective staff members or their appointees. If any Bidder or related party is found to be engaging in lobbying, Victoria Park Management will reject the Bidder's Bid without further consideration and terminate that Bidder's right to continue in the RFT process. All correspondence or contact by Bidders with Victoria Park Management with respect to this RFT must be through the 'Submit a Question' feature on the Bidding Website or directly, and only, with Victoria Park Management's Purchasing Analyst.

- .2 The anti-lobbying clause applies from the release date of this RFT until the date and time when the Contract has been awarded or this RFT has been cancelled.
- .3 The anti-lobbying clause shall not be construed as prohibiting any activity which is duly authorized as part of the RFT process, including any public deputations that may be made to a Victoria Park Management in accordance with Victoria Park Management's Procedural Bylaw.

#### **1.31 AWARD OF CONTRACT**

- .1 The award of the Contract is subject to the approval of Victoria Park Management or its authorized delegate and the receipt of sufficient funding.
- .2 Bidders will not, under any circumstances, have any claims against Victoria Park Management, including claims for incidental, indirect, special or consequential damages, or any loss of revenue, profit, or business opportunity, which arise out of, or are in any way related to, the tender process, howsoever caused, including, but not limited to, claims arising out of Victoria Park Management's rejection of any Bid, or Victoria Park Management's failure to award the Contract for any reason, including failure to obtain sufficient funding. In the event that Victoria Park Management is found liable for damages to any Bidder, such liability shall be limited to the cost of preparation of that Bidder's Bid. Victoria Park Management does not, by issuing this RFT or by any communication or documentation made or provided in connection with this RFT, incur any duty of care or contractual obligation to any Bidder and expressly disclaims any liability or obligation to any Bidder in connection with this RFT.
- .3 Each Bid shall be submitted with the understanding that the acceptance of the Bid in writing by Victoria Park Management, within the irrevocability period specified in the RFT, shall constitute a Contract between the Bidder and Victoria Park Management, which shall bind the Bidder, on its part, to furnish and deliver the Work at the prices submitted and in accordance with the terms and conditions of the Contract, at the Contract Price.

#### **1.32 EXECUTION OF CONTRACT**

- .1 The party to whom the Contract is awarded shall enter into a formal contract with Victoria Park Management, and forming part of that Contract will be Contract Documents as listed in SC GC 1.1 - Contract Documents and Reference Documents of the Agreement Between Owner and Contractor of the Stipulated Price Contract, CCDC-2 2020.
- .2 Victoria Park Management will deliver the Contract to the party to whom the Contract is awarded, and that party shall execute the Contract and furnish the bonds, proof of insurance and all other documents required to be provided to Victoria Park Management upon the execution of the Contract, not later than 10 Business Days after the date of delivery.

#### **1.33 NON-EXCLUSIVE**

- .1 Any Contract awarded as a result of this RFT will be non-exclusive. Victoria Park Management may at its sole discretion, purchase the same or similar services from other sources during the term of the Contract.

#### **1.34 NON-DISCLOSURE AGREEMENT**

- .1 Victoria Park Management reserves the right to require the Bidder to enter into a non-disclosure agreement satisfactory to Victoria Park Management regarding any information that Victoria Park Management deems to be confidential.

**1.35 GOVERNING LAW**

- .1 This RFT will be construed, and the contractual relationship between Victoria Park Management and a Bidder will be determined, in accordance with the laws of the Province of Ontario. The courts of the Province of Ontario shall have exclusive jurisdiction with respect to all matters relating to, or arising out of, this RFT.

**1.36 CANCELLATION OF PROCESS**

- .1 Victoria Park Management reserves the right, in its sole discretion, to cancel this RFT, to re-issue this RFT, to issue or implement any other procurement process, or take any steps or actions, to procure the same or similar services at any time and from time to time.

**PART 2- PRODUCTS**

Not applicable.

**PART 3 - EXECUTION**

Not applicable.

**END OF SECTION**

**BID BOND**

BOND NO. \_\_\_\_\_ \$50,000.00

**KNOW THEREFORE ALL MEN BY THESE PRESENTS** that \_\_\_\_\_  
(hereinafter called the "Principal") and \_\_\_\_\_ a corporation  
created and existing under the laws of \_\_\_\_\_ and duly authorized  
to transact the business of Suretyship in \_\_\_\_\_, (hereinafter called  
the "Surety") are held and firmly bound unto Victoria Park Management (hereinafter called the  
"Obligee"), in the amount of \$50,000.00 lawful money of Canada, for the payment of which sum, well and  
truly to be made, the Principal and the Surety bind themselves and their respective heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted a written tender or proposal to the Obligee for Contract No.  
**RFTC-XX-XX-XX** for the construction of Ground Floor Renovation and Second Floor Construction at 155  
Queen Street North, Hamilton, Ontario.

NOW THEREFORE, the condition of the foregoing obligation is such that, if the Principal shall have the  
tender or proposal accepted within the period of irrevocability of the tender, as may be amended by  
addenda issued by the Obligee, the said Principal will, within the time required, enter into a formal  
contract with the Obligee in a form satisfactory to the Obligee, (hereinafter called the "Contract"), and give  
the specified security to secure the performance of the terms and conditions of the Contract, then this  
obligation shall be void; otherwise the Principal and the Surety will pay unto the Obligee the difference in  
money between the amount of the bid of the said Principal and the amount for which the Obligee legally  
contracts with another party to perform the work if the latter amount be in excess of the former.

The Surety shall not be liable for a greater sum than the specified penalty of this Bond. Any suit under this  
Bond must be instituted before the expiration of six months from the date of this Bond.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto affixed their corporate seals and  
caused their presents to be signed by their duly authorized officers.

**DATED THIS** \_\_\_\_\_ day of \_\_\_\_\_ .

\_\_\_\_\_  
Name – Surety

Signature of Authorized Person Signing for Surety

(Place Surety corporate seal above)

I have authority to bind the Corporation

\_\_\_\_\_  
Name – Principal

Signature of Authorized Person Signing for Principal

(Place Principal corporate seal above)

I have authority to bind the Corporation

## UNDERTAKING TO BOND

**CONTRACT NO.**        **RFTC-XXXXX**

**TO:**                      Victoria Park Management

**AND TO:**                \_\_\_\_\_(the "Contractor")

We, the undersigned, hereby undertake and agree to become bound as Surety for the Contractor in:

(a) a Performance Bond in an amount equal to 50% of the Estimated Contract Price and conforming to Form 32 - Performance Bond under Section 85.1 of the Construction Act; and

(b) a Labour and Material Payment Bond in an amount equal to 50% of the Estimated Contract Price and conforming to Form 31 - Labour and Material Payment Bond under Section 85.1 of the Construction Act, if the bid for the construction of Ground Floor Renovation and Second Floor Construction at 155 Queen Street North, Hamilton, Ontario.

If the above-mentioned bid is accepted, the undersigned will execute the bonds within 10 Business Days of notification of acceptance of the Bid.