

BID FORM

1. IDENTIFICATION OF BIDDER

Name:	
Address:	
Contact Name:	
Telephone:	

1.1 I / We, the undersigned

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1.1.1 declare that this bid is being presented without collusion and without agreement or arrangement with a competitor, particularly with regards to the price and the decision to submit or not submit a bid;

1.1.2 declare that we have carefully examined the following *Bid Documents*: Instructions to Bidders, General requirements, Drawing sheets and *Specifications*, addenda, visited and investigated the *Place of the Work*, and examined all conditions affecting the *Work*; and if notified in writing of acceptance of this bid, within the bid acceptance period, we are ready to provide all labour, materials, *Products*, *Construction Equipment* and services, and perform all work shown and described in the *Bid Documents*, for the total *Bid Price* noted in section 2 Stipulated Price / Contract Price Schedule.

2. STIPULATED PRICE / CONTRACT PRICE SCHEDULE

2.1 all pricing submitted by the bidder shall be EXCLUSIVE of taxes and shall be in Canadian dollars.

* Denotes a "MANDATORY" field

STIPULATED PRICE/CONTRACT PRICE SCHEDULE

1. The stipulated price or Contract Price shall EXCLUDE all taxes, but shall INCLUDE, without limitation, all materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervision, testing, overhead and profits, all applicable duties, brokerage charges, import charges, bonding and all related charges and expenses incurred by the Contractor such as office administration charges, disbursements, printing and travel costs, together with any cash allowance or contingency if stated by the Owner.

2. Each unit price, substitution price and separate price (all as defined above) shall, in respect of the applicable item, EXCLUDE all taxes, but shall INCLUDE without limitation, all materials, labour, equipment, delivery, freight, handling, disposal, statutory charges, supervision, testing, overhead and profits, all applicable duties, brokerage charges, import charges, bonding and all related charges and expenses incurred by the Contractor such as office administration charges, disbursements, printing and travel costs.

3. "Stipulated price" or "Contract Price" means the total all-inclusive price to the Owner for all labour, materials and related items required to carry out all work detailed in the Contract Documents, except items for which the Victoria Park Management is expressly liable.

4. The term “Contract Price” when used in these Price Schedules and in the CCDC2 2020 and current Amendments shall mean the stipulated price, as defined in these Price Schedules. The terms “stipulated price” and “Contract Price” are used interchangeably in these Price Schedules.

5. The Contract, if any, awarded as a result of this RFT, shall be a stipulated price contract. The Contract shall be awarded on the basis of the stipulated price ONLY, with no reference to any unit, separate or substitution price.

6. “Base bid” or “Project Cost” means the total price to the Owner for all labour, materials and related items required to carry out all work detailed in the Contract Documents but excluding any cash allowance or contingency.

Line Item	Description	Stipulated Price *
1	Grading & Earthwork	
2	Structural Framing	
3	Electrical System	
4	IT cabling work	
5	Security System – including all the security cameras and FOB access	
6	Existing Washroom upgrade to Universal Washroom	
7	Elevator	
8	Lighting System	
9	Roofing	
10	HVAC	
11	Plumbing	
12	Door and Windows	
13	Exterior Cladding	
14	Millwork, Cabinets, Countertops	
15	Finishes	
16	Appliances	
17	Fire Protection and Control	
18	Landscaping	
19	Demolition	
20	All remaining work of the “Base Bid”	
	Subtotal	

3. CASH ALLOWANCE

Note: All expenses with regard to cash allowances will be paid for by flow-through invoicing to the Victoria Park Management, at face value. There shall be no additional charges or mark-ups (such as, but not limited to, overhead, profits or administrative fees) added to the flow-through invoice from the Contractor.

Line Item	Description	Amount
1	Cash Allowance	\$100,000.00
Subtotal		\$100,000.00

4. SUMMARY TABLE

Bid Form	Amount
STIPULATED PRICE/CONTRACT PRICE SCHEDULE	
CASH ALLOWANCE	\$100,000.00
Subtotal	

5. SUB-CONTRACTORS

5.1 Provide a list of all sub-contractors that will be assigned to the project. If no sub-contractors are being used, then mark "Own forces".

[illegible]

6. ADDENDA

6.1 The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document:

No	Dated
No	Dated
No	Dated
No	Dated
No	Dated
No	Dated
No	Dated
No	Dated

7. INSURANCE

- 7.1 Each respondent is required to provide, with its submission, a fully completed and executed statement of insurability or such other evidence in a form satisfactory to Victoria Park Management at its sole discretion, which confirms that the respondent can obtain the insurance coverage as outlined in the statement of insurability. Failure to comply with this mandatory requirement shall result in the rejection of your submission.
- 7.2 Victoria Park Management reserves the right to amend the insurance requirements specified in the statement of insurability during the course of any subsequent contract.

8. BONDS

- 8.1 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. l.8, as amended, acceptable to Victoria Park Management.
- 8.2 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/>.

- 8.3 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/>.
- 8.4 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.
- 8.5 Failure to meet Victoria Park Management bonding requirements shall result in the rejection of your bid.

9. 3 SIMILAR COMPLETED PROJECT REFERENCES

9.1 Respondent shall provide three (3) comparable construction projects completed in the last five (5) years with similar scope and scale.

PROJECT 1	DESCRIPTION
Project Name:	
Client: Phone: Email:	
Location:	
Construction Cost:	
Project Scope:	
PROJECT 2	DESCRIPTION
Project Name:	
Client: Phone: Email:	
Location:	
Construction Cost:	
Project Scope:	
PROJECT 3	DESCRIPTION
Project Name:	
Client: Phone: Email:	
Location:	
Construction Cost:	
Project Scope:	

10. Bidder's Full Identification and Signature

10.1 Bidder's identification (full legal name)

Bidder (company name):

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Signature of duly authorized person / *Officer* with legal signing authority

I/We have authority to sign on behalf of, and legally bind the Bidder

Print name and title
Print name and title
Print name and title
Print name and title

Date:

Bidder Declarations

The Bidder hereby acknowledges and agrees:

1. **THAT** no person, firm or corporation other than the Bidder has any interest in this Bid or in any contract that may result from this Bid ("Contract").
2. **THAT** this Bid is made without any connection, knowledge, comparison of figures or arrangement with any other company, firm or person making a Bid for the same work and is in all respects fair and without collusion or fraud.
3. **THAT** no member of Victoria Park Community Housing or any officer or employee of the Victoria Park Community Housing is, or will become interested directly or indirectly as a contracting party or otherwise in, or in the performance of, any Contract, or in the supplies, work or business to which it relates or in any portion of the profits thereof, or in any such supplies to be used therein or any of the monies to be derived therefrom.
4. **THAT:**
 - a. each one of the Bidder, its subcontractors and suppliers is in compliance with all municipal laws and regulations as they pertain to Victoria Park Management in respect of the operation of its respective business.
 - b. neither the Bidder nor any of its subcontractors or suppliers:
 - i. is currently or was, within the past two (2) years, involved in judicial or arbitral proceedings against, by, or involving the Victoria Park Community Housing ;
 - ii. is currently or was, within the past two years, involved in a claim against or by Victoria Park Community Housing with respect to any other contract, proposal, submission or business transaction;
 - iii. has been convicted of a statutory offence and/or fraudulent act relating to Victoria Park Community Housing within the past two years; or
 - iv. is related to or controlled by another person or entity to whom/which paragraph (i), (ii) or (iii) immediately above applies; or
 - v. is related to or controlled by another person or entity that is not in compliance with paragraph 4(a) above.
 - c. Neither the Bidder nor its personnel, representatives, subcontractors or anyone having an ownership interest in the Bidder, have economic or financial sanctions or trade embargoes imposed against them by the Federal Government of Canada.
5. **THAT** the Bidder declares that only the subcontractors, equipment and material suppliers identified in its Bid will be used by the Bidder in respect of the performance of the Contract and the Bidder will notify Victoria Park Community Housing in writing of any changes within five (5) business days.
6. **THAT** the Bidder declares that it will ensure the ethical treatment of its personnel, subcontractors and subcontractors' personnel and will at all times comply with fair labour practices, including but not limited to providing basic labour rights, wages and compensation.
7. **THAT** the Bidder agrees that if any statement contained in Clauses #1, 2, 3, 4, 5 or 6 is untrue or incorrect, Victoria Park Management shall be entitled, at its sole discretion, to reject this Bid or, if such untruth or incorrectness comes to light after the Bid is accepted, to terminate or refuse to enter into, as applicable, any Contract and to pursue any other legal recourse Victoria Park Management deems appropriate and that such untruth or incorrectness shall be a default under the Contract.

8. **THAT** the Bidder agrees that this offer shall continue to be open for acceptance for a period of 120 days from the day of closing of the Bid Request and that Victoria Park Management may at any time within that period and without prior notice accept this Bid whether any other Bid has been previously accepted or not.
9. **THAT** the Bidder agrees that if this Bid is withdrawn before Victoria Park Management has considered the Bids and awarded a Contract, the amount of the deposit accompanying this Bid, if any, shall be forfeited to Victoria Park Management.
10. **THAT** the Bidder:
 - a. has carefully examined the locality and site(s), if applicable, of the proposed work, as well as all of the instructions, terms and conditions, specifications and other information contained in the Bid request; and
 - b. does hereby Bid and offer to enter into a Contract to, as applicable,
 - i. do all of the work, and
 - ii. provide all of the labour, and
 - iii. provide, furnish, deliver, place and erect all materials mentioned and described or implied in the Contract including in every case freight and duty in effect on the date of acceptance of the Bid, and all other charges, on the terms and conditions and in accordance with the provisions contained in the Bid Request, and
 - iv. accept in full payment for such work, labour, materials and other charges the sums calculated in accordance with the actual measured quantities and with the prices set forth in this Bid.
11. **THAT** the Bidder agrees that the issuance of an executed Contract based on this Bid shall be an acceptance of this Bid.
12. **THAT** if this Bid is accepted, the Bidder agrees to provide all submittals identified in the Bid request, including but not limited to contract security, a current Workplace Safety and Insurance Board Clearance Certificate and Insurance Certificates, all as and when required, within seven (7) days after being notified to do so. In the event of default or failure on its part to do so, the Bidder agrees that Victoria Park Management shall be at liberty to accept the next lowest or any Bid or to advertise for new bids, or to carry out the works in any other way Victoria Park Management deems best. The Bidder also agrees to pay Victoria Park Management the difference between this Bid and any greater sum that Victoria Park Management may expend or incur by reason of such default or failure on the Bidder's part, including the cost of any advertisement for new Bids. The Bidder also agrees to indemnify and save harmless Victoria Park Management and employees and agents from all liability, loss, damage, cost, charges and expenses which they may suffer or be put to by reason of any such default or failure on the Bidder's part.
13. **THAT**, if a contract security is required, the Bidder provides with its Bid an Agreement to Bond, completed and certified by a surety company licensed to conduct business in the Province of Ontario and acceptable to Victoria Park Management, covering the provision of a performance bond and a labour and material payment bond in accordance with contract requirements.

14. **THAT** if this Bid is accepted, the Bidder agrees to the Substantial Performance Date, as indicated in the Bid request.

☐ I/WE agree to be bound by the terms and conditions of the procurement process and have authority to bind the Corporation and submit this Bid on behalf of the Bidder:

The Bidder shall declare any potential conflict of interest that could arise from bidding on this bid.

Do you have a potential conflict of interest? ☐ Yes ☐ No

STATEMENT OF INSURABILITY

We, the undersigned, (the Underwriters or Brokers) hereby verify to Victoria Park Management that _____ (Name of Respondent) can obtain the following insurance coverage as outlined below should the Respondent be awarded a Contract for construction of Interior Renovation and 2nd Floor Addition of this RFT.

The Successful Respondent who is awarded the Contract shall obtain, maintain, pay for and provide evidence of insurance coverage, taken out with insurance companies licensed to transact business in the Province of Ontario, in the amounts specified below. Other additional types of insurance may also be specified at a later date at Victoria Park Management Sole Discretion.

Commercial General Liability insurance shall include as an Additional Insured, Victoria Park Management, with limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for bodily and personal injury, death and damage to property including loss of use hereof. The Commercial General Liability (CGL) insurance will include Cross Liability & Severability of Interest Clauses, Products & Completed Operations and Standard Non-Owned Automobile endorsement including standard contractual liability coverage.

Automobile Liability insurance in respect of licensed vehicles which shall have limits of not less than \$5 million (\$5,000,000.00) inclusive per occurrence for third party liability and accident benefits insurance and covering licensed vehicles owned and/or leased or operated by or on behalf of the Respondent.

The above policies shall be endorsed to provide Victoria Park Management with not less than 30 days written notice in advance of any cancellation, change or amendment which restricts coverage such that the requirements in the contract are no longer met.

Victoria Park Management shall accept in place of the above-mentioned insurance coverage, a combination of primary liability limits and umbrella or excess liability limits which meet the coverage limits noted above.

If this form is being completed by a Broker, the Broker shall list the name and address of the Insurance Company(s) from which the above cited coverage(s) will be provided.

Dated this _____ day of _____, 20____

(Name of Underwriter/Brokerage)

(Address of Local Office)

(Printed Name)

(Signature)