

# **PRC004198 - Construction Services for Roof and Mechanical Equipment Renewal at Clarkson Community Centre**

This procurement process is governed in accordance with the requirements of the City's [Procurement By-law](#) (No. 0013-2022) in addition to the following policies:

- No.01-03-04 - [Respectful Workplace](#)
- No.01-07-01 - [Workplace Violence](#)
- No.03-06-02 - [Bid Review and Evaluation - High Value Acquisitions](#)
- No.03-06-08 - [Bid Awards and Bid Protests](#)
- No.03-08-04 - [Vendor Performance Management and Disqualification](#)
- No.03-06-09 - [Sustainable Procurement Policy](#) (including appended Supplier Code of Conduct)
- No.03-06-11 - [Bidding Procedures for Publicly Advertised High Value Acquisitions](#)

It is the Bidder's responsibility to become familiar with and comply with the City's purchasing policies.

All other City policies are available at: [www.mississauga.ca](http://www.mississauga.ca)

## Schedule of Prices

All pricing submitted by the bidder shall be EXCLUSIVE of HST and shall be in Canadian dollars unless otherwise specified in the bid document.

\* Denotes a "MANDATORY" field

## Stipulated Price/Contract Price Schedule

### Notes:

1. The Stipulated Price, Contract Price, Unit Price, Component Price, and Substitution Price (all as defined herein) 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.
2. 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 Price, Component Price, or Substitution Price.
3. "Base Bid" 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.

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## STIPULATED PRICE/CONTRACT PRICE SCHEDULE, INCLUDING CONTINGENCY AND CASH ALLOWANCE

1. "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, together with any cash allowance or contingency if stated by the Owner, except items for which the Owner is expressly liable.
2. The term "*Contract Price*" when used in these Price Schedules and in the CCDC2 2008 and current City 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.
3. All expenses with regard to cash allowances will be paid for by flow-through invoicing to the Owner, 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	Stipulated Price *	Contingency Allowance	Cash Allowance	Total – Stipulated Price / Contract Price
1	Base Bid		\$40,000.0000	\$35,000.0000	
Subtotal:					

## Component Price Schedule

1. "Component Price" means the total lump-sum, all-inclusive price for a component of work included in the Base Bid (and which has been used to calculate the Base Bid). For clarity, the Component Price includes the cost for all labour, materials and related items required to carry out all work for the specified component.
2. Should the pricing received exceed the budgetary limitations for this project, the Owner reserves the right to remove one or more components of work from the award of the Contract. The Owner further reserves the right to remove one or more components of the work at any time during the term of the Contract.
3. The Owner reserves the right to accept, reject or negotiate any proposed Component Price prior to award of and during the term of the Contract.
4. Refer to the relevant Contract Documents for more information about the items for which Component Prices are requested.

Line Item	Description of Work	Component Price
1	Provision of 5-Year Maintenance Service by manufacturer on all 5 new rooftop units	

## Summary Table

Bid Form	Amount
Stipulated Price/Contract Price Schedule	
Subtotal Contract Amount:	

## Specifications

## Mandatory Questions

The bidder must acknowledge they have not been charged with a violation of the Electrical Safety Authority (ESA) or Occupational Health & Safety Act (OHSA) and have not been in default of contract requiring surety involvement, and are not in bankruptcy proceedings, by completing the table below.

Line Item	Question	Response *
1	<p>The bidder must demonstrate it has a minimum average annual value of \$3,000,000 dollars in construction work, utilizing the last four (4) full calendar years and calculated as follows:</p> $\text{average annual value of construction work} = \frac{(\text{Yr 1 AV} + \text{Yr 2 AV} + \text{Yr 3 AV} + \text{Yr 4 AV})}{4}$ <p>AV = annual construction value</p> <p>The bidder is to include their annual value of construction work where indicated in the CCDC11-2019 Contractors Qualification Statement.</p>	<input type="radio"/> Yes <input type="radio"/> No
2	<p>The bidder must demonstrate it has undertaken, as a general contractor or as a sub-contractor, within the last seven (7) calendar years and/or current year, three (3) projects, on EACH Appendix A, Appendix B and Appendix C. Bidders are to upload a completed CCDC11-2019 Contractors Qualification Statement. The CCDC 11-2019 must include the name, title and telephone numbers of references on EACH of Appendix A, Appendix B and Appendix C. For Appendix A and Appendix B, projects must include work associated with Roofing and Mechanical/HVAC Equipment Renewal . At least one (1) reference must be from a municipality or other government body.</p>	<input type="radio"/> Yes <input type="radio"/> No
3	<p>The bidder must acknowledge they have not been charged with a violation of the Electrical Safety Authority (ESA) or Occupational Health &amp; Safety Act (OHSA), have not been in default of contract requiring surety involvement, and are not in bankruptcy proceedings, by completing the table within the City's eBidding system.</p>	<input type="radio"/> Yes <input type="radio"/> No

## Sub-Contractors

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".

☐ By clicking here I confirm that there are no Subcontractor(s) and the Bidder shall perform the project with their **"OWN FORCES"**.

Company	Team Member Name	Title	Project Role/Responsibility	
				*

## Documents

It is your responsibility to ensure the uploaded file(s) is/are not defective or corrupt and are able to be opened and viewed by the City. If the attached file(s) cannot be opened or viewed, your bid may be rejected.

- CCDC 11 2019 Contractor's Qualification Statement - Provide Company Information, Qualification/Experience of Personnel and Project Experience \* (mandatory)

## BONDING UPLOAD SECTION

Bidders shall submit with their on-line bid an Agreement to Bond in the form which is included in the Documents section of this Bid Request, using one of the following two options:

### Option # 1A Digital Agreement to Bond (preferred by the City)

### Option # 2A scanned Agreement to Bond – (pdf)

The Bid Bond and/or Agreement to Bond must contain a valid digital signature and digital seal. A scanned copy of a paper bond is not an acceptable digital bond.

A bid submission that is not accompanied by a valid digital Bid Bond and/or Agreement to Bond will be disqualified.

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

## Addenda, Terms and Conditions

### DECLARATION

The bidder hereby acknowledges and agrees:	
1.	<b>THAT</b> 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.
2.	<b>THAT</b> 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.	<b>THAT</b> no member of Council of The Corporation of the City of Mississauga (the "City"), or any officer or employee of the City 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.	<b>THAT:</b> <ul style="list-style-type: none"><li>a. each one of the bidder, its subcontractors and suppliers is in compliance with all municipal laws and regulations as they pertain to the City in respect of the operation of its respective business.</li></ul>
	<ul style="list-style-type: none"><li>a. neither the bidder nor any of its subcontractors or suppliers:<ul style="list-style-type: none"><li>1. is currently or was, within the past two years, involved in judicial or arbitral proceedings against, by, or involving the City;</li><li>2. is currently or was, within the past two years, involved in a claim against or by the City with respect to any other contract, proposal, submission or business transaction;</li><li>3. has been convicted of a statutory offence and/or fraudulent act relating to the City within the past two years; or</li><li>4. is related to or controlled by another person or entity to whom/which paragraph (1), (2) or (3) immediately above applies; or</li><li>5. is related to or controlled by another person or entity that is not in compliance with paragraph 4(a) above.</li></ul></li></ul>
	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.	<b>THAT</b> 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 immediately notify the City in writing of any changes and will seek consent of the City where required by the contract.
6.	<b>THAT</b> 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.	<b>THAT</b> the bidder agrees that if any statement contained in Clauses #1, 2, 3, 4, 5 or 6 is untrue or incorrect, the City 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 the City deems appropriate and that such untruth or incorrectness shall be a default under the contract.
8.	<b>THAT</b> the bidder agrees that this offer shall continue to be open for acceptance in accordance with the bid request terms and conditions and that the City 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.	<b>THAT</b> the bidder agrees that if this bid is withdrawn before the City has considered the bids and awarded a contract, or if the bidder refuses to enter into the contract if selected by the City, the amount of the bid security, if any, shall be forfeited to the City.
10.	<b>THAT</b> the bidder: <ul style="list-style-type: none"><li>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</li></ul>
	<ul style="list-style-type: none"><li>a. does hereby bid and offer to enter into a contract to, as applicable,<ul style="list-style-type: none"><li>1. do all of the work, and</li><li>2. provide all of the labour, and</li><li>3. provide, furnish, deliver, place and erect all materials mentioned and described or implied in the contract including in every case freight and duty and all other charges, on the terms and conditions and in accordance with the provisions contained in the bid request, and</li><li>4. 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.</li></ul></li></ul>
11.	<b>THAT</b> the bidder agrees that the issuance of an executed purchase order or contract based on this bid shall be an acceptance of this bid.
12.	<b>THAT</b> 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 described in the notice of award to the bidder, within seven business days or such other timeframe specified by the City. In the event of default or failure on its part to do so, the bidder agrees that the City 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 the City deems best. The bidder also agrees to pay the City the difference between this bid and any greater sum that the City 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.
13.	<b>THAT</b> the bidder agrees to indemnify and save harmless the City and its Mayor and Councillors, officers, 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.
14.	<b>THAT</b> , if required by the bid request, the bidder submits 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 the City, covering the provision of a performance bond and a labour and material payment bond in accordance with contract requirements.
15.	<b>THAT</b> if this bid is accepted, the bidder agrees to the substantial performance date and other milestone and completion dates, as indicated in the bid request.
16.	<b>THAT</b> if this bid is accepted, the bidder agrees to all provisions of the City's Health & Safety Bid Terms and/or Safety Acknowledgement Form included 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**

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

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

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