



Welland Campus

**Residence Refresh and
Renovation**

PROJECT: 2024-039

Request for Bids:

Issued: **March 22, 2024**

Submission Deadline: **April 17, 2024**

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Part 1 BID CALL

1.1 GENERAL INFORMATION

Since opening its doors in 1967, Niagara College has grown to become a leader in applied education and training and has established a reputation as one of the most enterprising colleges in the country.

Currently, more than 9,500 students from over 80 countries study in 130 diploma, certificate and bachelor degree programs based at specialized campuses in the Niagara region. In addition, Niagara College is involved in projects and partnerships around the world.

A trailblazer in Ontario's postsecondary system, Niagara College was the first in Canada to offer programs in Brew-master and Brewery Operations Management, Artisan Distilling, and Commercial Cannabis Production. It was also the first in Eastern Canada to offer a Commercial Beekeeping program.

The College's Welland campus, set on 100 acres of green space, is home to programs in technology, skilled trades, broadcasting, communications, health and community services, policing and public safety, automotive, and more. A dental clinic is located within the campus' cutting-edge Applied Health Institute, and the Niagara Centre YMCA, the Children's Safety Village, and a Niagara Regional Police training centre are located on site.

The Daniel J. Patterson Campus in Niagara-on-the-Lake, ON provides state-of-the-art facilities and 'living labs' for environment, horticulture, business, hospitality and tourism, culinary and beverage programs. Its unique learning enterprises include Canada's first Teaching Winery, Teaching Brewery and Teaching Distillery, as well as the Teaching Greenhouse, and the Wine Visitor + Education Centre. The campus was also the first postsecondary institution in the country to be recognized as a Certified Audubon Cooperative Sanctuary.

Additionally, Niagara College extends its operations and impact beyond the Niagara region through global education partnerships and contracts around the world as well as a public-private partnership at the Niagara College Toronto campus.

A leader in applied research, NC's Research & Innovation Division supports economic development locally and beyond by providing innovative solutions for small- and medium-sized businesses. With funding support from various regional, provincial and federal agencies, students and graduates are hired to work alongside faculty researchers to help industry partners leap forward in the marketplace. For the past seven years, Niagara College has been ranked among the top 10 colleges in Canada for research funding in Research Infosource Inc.'s annual "Top 50 Research Colleges" report.

Learn more about Niagara College at www.niagaracollege.ca

1.2 INVITATION TO BIDDERS

- .1 Niagara College of Applied Arts and Technology (the "College") seeks experienced and qualified bidders to submit bids to renovate the Residence Building at the Welland Campous (the "Project").
- .2 Bidders must submit a total stipulated price (the "Bid Price") for the performance of all Work, as described in the Bid Documents, within the time period for completion of the Project stated herein.
- .3 In reviewing bids and determining the successful bidder, the College will consider the Bid Price. All compliant bids will be evaluated in accordance with the process described in Part 3 of these Instructions to Bidders.

1.3 COLLEGE CONTACT PERSON

- .1 For the purposes of this procurement process, the "College Contact" is:

Mike Pasquale
Associate Director, Strategic Procurement
Niagara College of Applied Arts and Technology
Purchasing Department, Room S218
100 Niagara College Boulevard
Welland, Ontario, L3C 7L3

Phone Number: 905-735-2211 Ext. 7580

Cell: 289-219-2390

E-mail Address: mpasquale@niagaracollege.ca

- .2 Bidders and their representatives are not permitted to contact any other employees, officers, board members, agents, consultants or representatives of the College in respect of matters concerning this process.

1.4 DEFINITIONS

- .1 **Agreement** means the agreement to be entered into between the Owner and the Contractor in the form of a Letter of Agreement, Purchase Order, Work Order, or similar documentation.
- .2 **Bidder** and the terms Respondent, Proponent, Bidder and Tenderer are synonymous. The terms Successful Proponent, Successful Bidder, Successful Respondent, and Successful Tenderer are also intended to be synonymous and are intended to refer to the proponent whose submission has resulted in its being awarded a contract with Niagara College.
- .3 **Bid Documents** means all of the documents listed with Contract Documents, including these Instructions to Bidders, Requirements, Drawings, Schedules, Appendices, and inclusive of any addendum issued during the tender period.
- .4 **Bid Price** means the total stipulated price submitted by the bidder on the Bid Form.

- .5 **Blackout Date(s)** are dates when construction or construction related activities, e.g. excavation, repair, landscaping, cleaning, etc are not to take place on college campuses. These dates typically fall on or around college events such as convocation, special catered events, student orientation/open houses, and other events as provided by the college. Due to the reputational risk to the college associated with these events, mitigation of disruption may not be an option and all operations are to be suspended. Blackout dates shall be communicated to contractor(s) no later than 30 days prior to the event.
- .6 **College** means Niagara College of Applied Arts and Technology, also referred to as the Owner
- .7 **College Contact** means the individual(s) identified in Section 1.3 of these Instructions to Bidders.
- .8 **Contractor or General Contractor** means the successful bidder that enters into the Agreement with the Owner
- .9 **Day or days** mean calendar days, including Saturday, Sunday and holidays unless explicitly labelled as working days(s) or business days.
- .10 **Holiday(s)** means statutory holidays observed in the Province of Ontario, such as New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day.
- .11 **Owner** means Niagara College of Applied Arts and Technology, also referred to as College.
- .12 **Project** means the refreshing and renovation of the Residence building at the College's Welland Campus, as described in the Bid Documents.
- .13 **Submission Deadline** means the deadline for the submission of bids, as identified in Section 2.2 of these Instructions to Bidders.
- .14 **Separate Price** means a price for extra work, (goods and services) related to the Project but not included in the Bid Price. Work for which there is a Separate Prices may be described in the Bid Documents and requested on the Bid Form.
- .15 **Work** means the total goods and services required by the College and Described in the Bid Documents.
- .16 **Work Area** means the campuses of Niagara College listed in Section 2, Part 2.0
- .17 **Work Hours** means the times when the work can be completed. Monday to Fridays 7:00am to 10:00pm or other negotiated times. Please refer to Section 2.0 for more details.
- .18 **Working Day(s) or Business Day(s)** means the days of the week from Monday to Friday not including Saturday, Sunday or Holidays. Please refer to Section 2.0 for more details.

1.5 DOCUMENT AVAILABILITY

- .1 Bid Documents shall be posted to the College's The RFP Documents, Notices and Addenda will be distributed through the e-Bidding Hub through the link below:

<https://niagaracollege.bonfirehub.ca/opportunities/77764>

- .2 Bid Documents are made available only for the purpose of bidding on this project and shall not be used for any other purposes

1.6 DOCUMENT EXAMINATION

- .1 Upon receipt of Bid Documents bidders must verify that Bid Documents are complete and notify the College Contact immediately should the Bid Documents be incomplete.
- .2 Bidders must immediately notify the College Contact of any discrepancies, ambiguities or omissions in the Bid Documents. It is the bidder's responsibility to seek clarification on any matter it considers unclear. The College shall not be responsible for any misunderstanding on the part of the bidder concerning the Bid Documents.

1.7 BIDDER'S QUESTIONS AND ADDENDA

- .1 Bidders must direct all questions or requests for clarification to the College Contact.
- .2 Bidder's questions must be submitted in writing to the Contact Person through Niagara College's Bonfire e-Bidding Hub no later than **3:00:00 pm on Monday, April 8, 2024**. The reply will be in the form of a message through the Bonfire e-Bidding platform. All addenda shall be posted and distributed through this same method.
- .3 The last day to issue addenda will be **Thursday, April 11, 2024**. If the College determines that it is necessary to issue an addendum after this date, the Submission Deadline will be extended for a reasonable period of time.
- .4 All addenda become part of the Bid Documents and any modifications or additions to the Bid Documents must be taken into account and reflected in the Bid Price.
- .5 Verbal answers are not binding.

1.8 MANDATORY BIDDERS BRIEFING AND SITE VISIT

- .1 A mandatory bidders briefing has been scheduled for:
- Date: Tuesday, April 2, 2024**
Time: 9:30:00 a.m.
Location: Welland Campus
100 Niagara College Boulevard, Welland, ON L3C 7L3
Meet at: Residence Building Entrance (Meet in the Main Foyer)

Campus building location is accessible at the following web address:

<https://www.niagaracollege.ca/maps/>

- .2 Major subcontractors are also invited and encouraged to attend this Bidders Briefing.

Part 2 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

2.1 BID SUBMISSION LOCATION

- .1 Each Bidder is required to submit its Submission on the E-Tendering Site at the following link: <https://niagaracollege.bonfirehub.ca>
For E-Tendering Site contact information contact Support@GoBonfire.com
Bidders can also visit the Bonfire help forum at <https://bonfirehub.zendesk.com/hc>.
- .2 Responsibility rests solely with the bidder to ensure that its bid is received by the College Contact on or before the Submission Deadline set out below. The College does not accept any responsibility for bids received after the Submission Deadline.

2.2 BID SUBMISSION DEADLINE

- .1 Full Bids must be uploaded to the Bonfire e-Bidding Hub on or before **03:00:00 p.m. local time on Wednesday, April 17, 2024.**
- .2 The determination of whether the Bid is submitted on or before the Submission Deadline shall be based on the time and date the submission was received by the Bonfire e-Bidding Hub.
- .3 Bids received after the Submission Deadline will be rejected and will be returned to the bidder unopened.

2.3 BID SUBMISSION REQUIREMENTS

- .1 Bidders must include all items set out below in their submission.
 - i. **Project Experience Forms**
The bid must include Project Experience Form(s), as attached in Schedule 1 of the Bid Documents. Bidders must include details of a minimum of three (3) and no more than five (5) projects completed within the last 7 years, which are similar in scope and value as the Project described in the Bid Documents.
 - ii. **Key Staff**
Bids must identify the bidder's key staff that will be assigned this project including their experience and qualifications on projects similar in scope.
 - iii. **Bid Form**
The bid must include the Bid Form (Sections 1.1 to 1.5, Bid Form – Stipulated Price) completed in full and signed by an authorized

representative of the bidder.

2.4 WITHDRAWAL OR AMENDMENT OF SUBMITTED BIDS

- .1 Bidders may withdraw submitted bids prior the Submission Deadline. To withdraw a bid, click "UNSUBMIT" within the Bonfire e-Bidding Hub prior to the Close Date and Time. Withdrawn bids will be deleted and not reviewed by the College.
- .2 To amend a submitted bid, the bidder must click "UNSUBMIT" within the Bonfire e-Bidding Hub prior to the Close Date and Time, withdraw the original submission and upload a new submission in accordance with all bid submission instructions set out above.

2.5 BIDS IRREVOCABLE AFTER SUBMISSION DEADLINE

- .1 Bids shall be irrevocable and remain open for acceptance for a period of Ninety (90) calendar days from the Submission Deadline.

2.6 BID OPENING

- .1 Bids will not be opened publicly and bidder's names and Bid Prices will not be publicly announced or published.

2.7 STORAGE AND DISCLOSURE OF BIDS

- .1 Except as otherwise provided in these Instructions to Bidders, all bids and any supporting materials submitted to the College will be retained by the College. Material will be stored in an appropriate manner for seven years at which time it will be disposed in the appropriate method, as determined by the College.
- .2 The College's practice is to release only the name and Bid Price of the successful bidder after the selection and award process is completed and the Agreement is executed. The College intends to keep all other details of all bids, including the successful bid, confidential, subject to its disclosure requirements under the Freedom of Information and Protection of Privacy Act or any other disclosure requirements imposed by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by the College. If a bidder has any questions about the collection and use of information in its bid, questions are to be submitted to the College Contact.

Part 3 REVIEW OF BIDS AND SELECTION OF BIDDER

3.1 NON-COMPLIANT, INCOMPLETE OR QUALIFIED BIDS

- .1 Subject to the College's reserved rights, bids that are unsigned, illegible, incomplete or otherwise non-compliant with the bid submission requirements set out in Section 2.3 may be rejected and not given any further consideration.
- .2 Any bids which contain qualifying conditions, variations or statements that are inconsistent with the terms or requirements of the Bid Documents may be rejected. If the bid is not rejected, the provisions of the Bid Documents are deemed to be accepted by the bidder and will prevail over any qualifying conditions, variations or inconsistent statements in the bid.

3.2 SUBCONTRACTORS

- .1 The College reserves the right to reject a proposed subcontractor for reasonable cause. If the College rejects a proposed subcontractor, the bidder will have the following two options:
 - (a) The bidder may replace the rejected subcontractor with a subcontractor acceptable to the College; however, no modification to the Bid Price will be permitted; or
 - (b) The bidder may withdraw its bid without penalty.

3.3 EVALUATION OF COMPLIANT BIDS

- .1 Bids will be reviewed, evaluated and scored in two stages:
- .2 In Stage I, the College will evaluate each compliant bid on the basis of the rated criteria set out in the chart below. Bidders who do not meet the minimum threshold score of 75% or 22.5 out of 30 will not proceed to Stage II and their bids will not be considered further.

Rated Criteria	Weighting (Points)
<p>Experience and Qualifications</p> <p>Project Experience Forms and References, please include:</p> <ul style="list-style-type: none"> • Minimum of 3 projects within the last 7 years • Describe details about the projects that may be similar in scope and value to this project, i.e. similar type of upgrades in similar spaces, access to the required equipment and materials, project management, etc... • Provide evidence of collaboration with client throughout the project and as challenges arise, e.g. communication and reporting, phasing work, meet timelines, adequate resources (staffing and equipment) • Minimize interference with owner’s normal business activities, the Bidder will illustrate the ability to renovate public spaces while maintaining normal building operations and flow, e.g. students residing at the residence and staff who work there, safety for pedestrians (students and staff), etc • Describe experience with Sub-trades; specifically demolition, flooring, painting, building automation, etc. • Qualifications of bidder <p><i>References may be requested to comment on the Bidder’s performance on past projects with respect to collaboration, communication, contract administration, site supervision, quality of work, attitude and cooperation and compliance with the schedule.</i></p> <p><i>In scoring the bidder’s experience and qualifications, the College may consider the information provided by the bidder’s references and may also consider the bidder’s past performance or conduct on previous contracts with the College or other institutions.</i></p>	<p>20</p>

<p>Bidder’s Key Staff, please include:</p> <ul style="list-style-type: none"> • Relevant experience and qualifications (e.g. CV, Resume, etc) • Handling of concerns and other worksite challenges • Dedicated/available to the project • Resource and schedule management to meet objectives and timelines. 	<p>10</p>
<p>Stage I Score</p>	<p>30</p>

- .3 In Stage II, the College will evaluate the Bid Prices submitted by bidders that have achieved the minimum threshold in Stage I.

3.4 SELECTION OF BIDDER

- .1 Subject to the College’s reserved rights, the compliant bidder that meets the minimum threshold of 75% or 22.5 out of 30 in Stage I and submits the lowest Stipulated Bid Price in Stage II will be selected to enter into the Agreement. In the event of a tie, the selected bidder will be the bidder with the highest Stage I score.
- .2 The College will issue a written notice of selection to the selected bidder.

3.5 EXECUTION OF AGREEMENT AND ASSOCIATED DOCUMENTS

- .1 The selected bidder shall execute the Agreement and submit all of the following documents within ten (10) working days of notice of selection:
- i. **WSIB Certificate**
A copy of the WSIB Certificate of Clearance for the Project.
 - ii. **Proof of Insurance**
Certificates of insurance specific and exclusive to this Project, in a form and with an insurance company acceptable to the College, for the following insurance policies:
 - (1) Commercial General Liability of FIVE MILLION DOLLARS (\$5,000,000.00) (IBC2100 or as amended), with
 - (a) Niagara College added as an additional insured;
 - (b) Provisions for cross-liability and severability of interest as between the successful bidder and Niagara College;
 - (c) Not less than THIRTY (30) day's prior written notice to the College of any cancellation, termination, expiry or amendment of or change or revision to the policy
 - (2) Standard Automobile Liability of FIVE MILLION DOLLARS (\$5,000,000.00) with a deductible amount not to exceed \$5,000.00 per occurrence.

(3) Environmental (Pollution) Liability Insurance of FIVE MILLION DOLLARS (\$5,000,000.00) per occurrence, with

- a. Niagara College added as an additional insured;
- b. Provisions for cross-liability and severability of interest as between the successful bidder and Niagara College;
- c. Not less than THIRTY (30) day's prior written notice to the College of any cancellation, termination, expiry or amendment of or change or revision to the policy

iii. **Health and Safety Policy**

A detailed description of the Bidder's Health and Safety policy. This information may be submitted in an electronic version, e.g. email or memory (flash) drive.

iv. **List of Subcontractors**

The selected bidder shall identify portions of work that will be performed by a subcontractor(s) the list shall include the subcontractor name(s) and contact information.

- .2 In addition to all other remedies available to the College, if a selected bidder fails to execute the Agreement and submit all required documents within ten (10) working days of notice of selection, the College may, in its sole and absolute discretion and without incurring any liability, retain the selected bidder's bid security and proceed with the selection of another bidder. This provision is solely for the benefit of the College and may be waived by the College in its sole and absolute discretion.

3.6 COLLEGE'S RESERVED RIGHTS

- .1 In addition to any other express rights or any other rights that may be implied in the circumstances, the College reserves the rights to:
- .1 request written clarification or the submission of supplementary written information in relation to the clarification request from any bidder and incorporate the bidder's response to that request for clarification into the bidder's bid;
 - .2 waive formalities and accept bids that substantially comply with these Instructions to Bidders;
 - .3 verify with any bidder or with a third party any information set out in a bid;
 - .4 disqualify any bidder whose bid contains misrepresentations or any other inaccurate or misleading information;
 - .5 disqualify any bidder who has engaged in illegal or unethical bidding practices or in any conduct prohibited by these Instructions to Bidders;
 - .6 make changes, including substantial changes, to the Bid Documents provided that those changes are issued by way of addenda to all bidders;
 - .7 cancel this bidding process at any stage;
 - .8 select a bidder other than the bidder whose bid price reflects the lowest cost to the College;

- .9 accept any combination of the bid in whole, the "Bid Price", or in part, with or without any separate or alternate price(s) requested as part of the Work;
- .10 reject any or all bids; or
- .11 Schedule Blackout Date(s) during the construction period.

3.7 LIMITATION OF LIABILITY AND GOVERNING LAW

- .1 By submitting a bid, each bidder agrees that neither the College nor any of its employees, officers, board members, agents, advisors or representatives will be liable, under any circumstances, for any claim arising out of this bidding process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and the bidder waives any right to or claim for any compensation of any kind whatsoever, including claims for costs of preparation of the bid, loss of profit or loss of opportunity by reason of the College's decision not to accept the bid submitted by the bidder, to enter into an agreement with any other bidder or to cancel this bidding process, and the bidder shall be deemed to have agreed to waive such right or claim.
- .2 The rules of the bidding process are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

END OF DOCUMENT

BID FORM

- 1.1 BID INFORMATION
- 1.2 STIPULATED PRICE
- 1.3 ACCEPTANCE
- 1.4 APPENDICES
- 1.5 BID FORM SIGNATURE

1.1 BID INFORMATION

Full Legal Name of Bidder: _____

Address: _____

Bidder Contact Name and Title: _____

Bidder Contact Phone Number: _____

Bidder Contact Email Address: _____

Bid Submitted To: Niagara College of Applied Arts and Technology (the "Owner")

Project: Residence Building Refresh
and Renovation
Welland Campus
Project No: 2024-039

1.2 **STIPULATED PRICE**

.1 Bid Price

Having examined the Place of the Work and the Bid Documents for the above-mentioned project, including all matters referred to in the Instructions to Bidders and the Bid Documents, the Bidder hereby offers to perform the Work in accordance with Bid Documents for the total stipulated price (the "Bid Price"):

\$ _____ Canadian dollars, excluding HST.
amount in figures

- .2 Applicable federal and provincial taxes (HST) are **excluded** from the Bid Price.
 - .3 All dollar values must be in Canadian funds.
 - .4 Price is to be ALL INCLUSIVE (i.e. includes all labour, materials, equipment, travel, parking, permits, administrative, overhead expenses, etc...)
- .1 This offer shall be open to acceptance and is irrevocable for sixty (60) calendar days Submission Deadline.
- .2 If this Bid is accepted by the Owner within the time period stated above, the Bidder will:
- .1 Execute the Agreement within ten (10) working days of receipt of the form of execution (Letter of Intent or Purchase Order).
 - .2 Commence work on the agreed upon date after execution of the Agreement.
 - .3 Accept all General Conditions outlined herein including all the Instructions to Bidders.
 - .4 **Complete the Work before June 14, 2024**

1.4 ADDENDA

- .1 The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and any costs associated with the modifications are included in the Bid Price.

List addenda below:

- .1 Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____
Addendum # _____ Dated: _____

1.5 BID FORM SIGNATURE

.1 Signatures:

Signed, sealed and submitted for and on behalf of:

Bidder Name: _____

By the Bidder's authorized representative(s):

Signature of Bidder Representative:

Name and Title of Bidder Representative

Signature of Bidder Representative:

Name and Title of Bidder Representative

I/We have the authority to bind the bidder.

And witnessed by:

Witness: _____

Dated at _____, this _____ day of _____, 2024

Bidders Check List

- Project Experience Forms with References
- Key Personnel Experience and Qualifications
- Bid Form - Stipulated Price, with Bid Information, Offer, Addenda Acknowledgement and Signatures

Bidders should check off, e.g. , items to verify that documents and/or information have been attached and/or included.

END OF BID FORM - STIPULATED PRICE DOCUMENT

1.3 GENERAL CONDITIONS

.1 DOCUMENT INTENT

The intent of this document is to obtain a Bid Submissions to compete for the Project described in the Bid Documents which is subject to availability/approval of College budgetary funding. The College reserves the right not to proceed with the work due to the availability of funding.

This document (and response thereto) shall form part of the Purchase Order or Contract issued to the Successful Respondent.

.2 LIABILITY AND INDEMNIFICATION

.1 INDEMNIFICATION

a. Successful Respondent shall indemnify and save the College, its directors, officers, employees and agents, harmless from and against any and all claims, damages, losses, liabilities, demands, judgments, causes of action, legal proceedings, economic loss (including lost profits), penalties or other sanctions and any and all costs and expenses arising in connection therewith (including legal fees and disbursements on a substantial indemnity basis) that may, directly or indirectly, result from, arise out of or be in relation to (a) the performance by Successful Respondent, or by any of its employees, subcontractors or other persons for whom it is responsible, of the Goods and/or Services; (b) any breach, violation or non-performance by Successful Respondent, or by any of its employees, subcontractors or other persons for whom it is responsible, of any term, condition, representation, warranty or covenant contained in this Agreement; (c) any failure or delay by Successful Respondent to make or maintain any registration, coverage or payments or file any return or information required by any applicable law; (d) any negligent act or omission of Successful Respondent or any of its employees, subcontractors or other persons for whom it is responsible at law or in equity; and/or (e) any claim that the Goods and/or Services or Works, or their use by the College, directly or indirectly, violate or infringe any intellectual property right or other proprietary right of any person.

b. The provisions of this Section shall survive and remain in full force and effect following any termination or expiry of this Agreement.

.2 LIMITATION ON LIABILITY

a. The remedies, recourse or rights of the Successful Respondent shall be limited to the College and to the right, title and interest owned by the College in and to all of its personal property, whether now existing or hereinafter arising or acquired from time to time. The Successful Respondent unconditionally and irrevocably waives and releases all other claims, remedies, recourse or rights against the Crown in right of Ontario in respect of this Agreement, and agrees that it shall have no remedies, recourse or rights in respect of this Agreement against the Crown in right of Ontario, any Ministry, Minister, agent, agency, servant, employee or representative of the Crown or any director, officer, servant, agent, employee or representative of a Crown agency or a corporation in which the Crown holds a majority of the shares or appoints a majority of the directors or members, other than against the College and its assets.

b. The College's maximum aggregate liability for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, tort, strict liability, statute or otherwise

shall not exceed the total contract value. The limits of liability are exclusive as to all remedies and the liability cap shall not be increased under any circumstances. The Successful Respondent acknowledges and agrees to this limitation and will arrange for such additional insurance coverage as it may deem necessary.

c. In no event shall the College be liable for any indirect, special, punitive or consequential damages related in any way to this agreement and/or the provision of services, regardless of the legal theory upon which any such damage claim is based, even upon the fault, tort (including negligence), breach of contract, statute, regulation, or any other theory of law or breach of warranty by, or strict liability of, the College. This exclusion applies even if the College has been advised of the possibility of such damages in advance and even if any available remedy fails of its essential purpose except to the extent caused by willful misconduct of the College.

d. The provisions of this Section shall survive and remain in full force and effect following any termination or expiry of this Agreement.

.3 COMPLY WITH LAWS

The contract resulting from this Tender shall be governed by, subject to and interpreted in accordance with the laws of the Province of Ontario. The Successful Respondent shall comply with all applicable statutes, laws, by-laws, regulations, ordinances, notices and orders whether Federal, Provincial, Municipal or otherwise, at any time in effect during the currency of this contract.

If the attention of the Successful Respondent is called to any such violation on the part of the Successful Respondent, or of any person employed or engaged by the Successful Respondent, the Successful Respondent shall immediately desist from and correct such violation.

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

College and the College's entering into a contract with another vendor shall in no way prejudice any rights or remedies that the College may have at law against the Successful Respondent.

.4 IN CASE OF DISPUTE

In case of dispute as to whether or not the service quoted or delivered meets requirements, the decision of the Purchasing Department for Niagara College shall be final and binding on both parties.

.5 PAYMENT TERMS

Vendors are encouraged to offer discounts for prompt payment. Payment terms (in comparing vendor document submissions) may be considered in the evaluation and may affect the award decision. In the absence of a favourable discount, the standard of Net 30 days shall apply.

.6 METHOD OF PAYMENT

Payment will be made for services completed, in arrears, upon submission of a detailed invoice indicating service delivered and upon inspection of the product/work completed by Niagara College, prior to invoice payment. The goods and services herein described will be subject to the Construction Act. The Purchase Order number must be identified on the invoice and mailed or emailed to:

Niagara College of Applied Arts & Technology
Accounts Payable Department,
100 Niagara College Boulevard,
Welland, Ontario
L3C 7L3

ATTENTION: COLLEGE CONTACT

OR: ACCTAP@niagaracollege.ca

.7 FREEDOM OF INFORMATION

In accordance with Niagara College practice (and to conform with our perception of the intent of the Freedom of Information & Privacy Act - Chapter 25, Section 17). No release shall be made of the names of other bidders or details of their submissions.

.8 SUCCESSFUL RESPONDENT'S RESPONSIBILITIES

- Be aware that it is the responsibility of all outside contractors, and their employees, to comply with all applicable Acts, Regulations and Niagara College Policies and Procedures.
- Disposal of all equipment and material removed during the course of the proposed work in accordance with College and environmental laws and policies.
- Prohibit smoking within the school buildings. Smoking is permitted in the designated smoking areas.
- Ensure that all equipment used by the contractor meets CSA, or similar, standards, be in good repair, and is used in a safe manner.
- Be aware that contractors, and their employees, are required to work in a safe manner, which will not endanger themselves or others.
- Report all workplace accidents and injuries to the College.
- Notify appropriate College staff of any interruption of emergency devices while work is being performed; i.e., fire alarms, security systems, lockout devices.
- Be aware that the College shall not be responsible for any loss, damage, or theft, of any of the contractor employees' personal belongings and/or of any of the contractor's tools, materials or equipment being used in the work or stored on the site.
- Be aware that under the Occupational Health and Safety Act, certified members can stop unsafe work performed by contractors. Work stoppage shall be reported immediately to the person responsible for the respective contract.
- Provide the College with a list of all sub-contractors. Explanation of "Contractors' Safety Requirements", if desired, may be obtained by contacting the Contract Administrator.
- Contractor shall limit access by personnel to only those areas required for work.

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- The surrounding area must not be contaminated in any manner by contaminants as a result of service activity.

Niagara College reserves the right in their total discretion to remove a Contractor(s) or worker(s) from Niagara College premises for not adhering to safety practices and/or regulations. Such Contractor(s) or worker(s) will not be permitted onto Niagara College premises until it is demonstrated that the safety issue/concern has been corrected.

.9 EXPLANATION OF SAFETY REQUIREMENTS

Niagara College of Applied Arts and Technology is committed to the achievement of the highest level of occupational health and safety standards. The maintenance of a safe and healthy workplace is everyone's responsibility. Therefore, the College expects full compliance of contractors with all health, safety, and environmental legislation.

Niagara College wishes to emphasize to all contractors the importance of maintaining a safe and healthy workplace on all work sites. All contract work is to be conducted in conformity with all applicable legislation and College policies. Independent contractors include not only constructors, but also all service vendors entering Niagara College.

.10 OCCUPATIONAL HEALTH AND SAFETY

The Successful Respondent warrants that the items supplied to the College conform in all respects to the standards set forth by Federal and Provincial agencies and failure to comply with this condition will be considered a breach of contract.

The Occupational Health and Safety Act, and Regulations there under, as may be amended from time to time, shall govern the operation of these projects. Responsibility for compliance with the Act and Regulations rests exclusively with the Successful Respondent and may be subject to the scrutiny of Niagara College authorities. Regulations are available from the Ministry of Labour offices.

CONSTRUCTION PROJECTS: O.H.S.A. and Regulations for Construction Projects, as may be amended from time to time, outlines the requirement to file a Notice of Project with the Ministry of Labour, under certain circumstances as outlined in the Section. Forms are available from the Ministry of Labour Offices. Responsibility to file notice of Project (if required) is the sole responsibility of the Successful Respondent.

All welding, cutting and related operations shall be performed in accordance with Canadian Standards Association Standard "CAN/CSA-W117.2-M87 safety in welding, cutting and allied processes, as may be amended from time to time, with specific reference to Section 9.7 fire prevention and protection.

If applicable, all welding, cutting and related operations require the application for and the completion of a "HOT WORK PERMIT" issued by the applicable maintenance department, **PRIOR TO THE COMMENCEMENT OF ANY WELDING OPERATION.**

.11 W.H.M.I.S.

All contractors and their employees must have received WHMIS training to the point that all employees can use, handle, and store hazardous products correctly before commencing work at Niagara College.

The Successful Respondent will be required to submit to Niagara College, Material Safety Data Sheets or Information Sheets on all W.H.M.I.S. regulated or "controlled substance" materials to be used. These material Safety Data Sheets being used at the work site, must be on site and available, for compliance with the W.H.M.I.S. legislation (Occupational Health & Safety Act) and as revised.

.12 PROTECTIVE EQUIPMENT

All contractors and their employees MUST wear personal protective equipment, suitable for the work being completed, while working for Niagara College. The required PPE includes, but is not restricted to:

- CSA approved safety hats, safety boots (grade 1), and safety glasses with side shields
- Appropriate hearing protection when working in noisy areas or with noisy equipment
- Appropriate foot wear (winter conditions)
- CSA approved fall arrest when the worker can fall from a height of 3 meters or more
- No finger rings or neck chains are allowed
- Loose clothing is not permitted.

.13 USE OF PREMISES

The Successful Respondent(s) shall not use the premises, nor shall they permit others to use the premises, for any other purpose than the purposes permitted, stated in this document.

Niagara College shall not be responsible for any loss, damage, or theft, of any materials, contractor's tools, personal belongings, or equipment being used in the work or that is being stored on the site.

Provisions to secure materials and equipment shall be at the contractor's expense.

.14 CONTRACTOR'S RESPONSIBILITY FOR DAMAGES

The contractor shall be responsible and liable for all damages incurred by his agents, all workers; and persons employed by him or under his control, including sub-contractors. The contractor is responsible for notifying the Niagara College Facilities Management Services Manager immediately should any damage occur at 905-735-2211 ext. 7218.

.15 DESTRUCTION OF PREMISES

If during the term of the Purchase Order/Documents or any extension to it the building in which the premises are situate or the premises shall be destroyed or damaged by fire or the elements, or other causes beyond the control of the bidder, the following provisions shall have effect:

- i) If the premises shall, in the College's opinion, be so badly injured or destroyed as to be unfit for occupancy, and to be incapable of being repaired with reasonable diligence within one hundred and twenty (120) days of the happening of such injury, or if the damage is so extensive that the College shall decide not to repair same, then the College may, at its option, terminate this Purchase Order/Documents by notice in writing given with thirty (30) days of the date of the damage and on the giving of such notice, this Purchase Order/Documents shall cease and become null and void and the bidder shall immediately vacate the premises and the payments from the time of such termination shall be apportioned.
- ii) If the College does not terminate the Purchase Order/Documents, as aforesaid, and the damage is such:

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- a) as to render the premises wholly unfit for immediate occupancy, then the payments herein shall not run or accrue after such injury or while the process of repair is going on, the College shall repair the premises with all reasonable speed, and the payments shall recommence immediately after such repairs shall be completed;
- b) that the premises are capable of being partially used, then until such damage shall have been repaired, the payments shall abate in the proportion that the part of the premises rendered unfit for occupancy is of the whole of the premises.
- iii) If the damage or destruction shall be due to the act, fault or neglect of the bidder, its servants, employees or agents, the provisions of this paragraph apply and such repairs as may be made by the College shall be without prejudice to any claims, rights and remedies of the College.

There shall be no abatement from or reduction of the payments due hereunder for, nor shall the bidder be entitled to, damages, losses, costs or disbursements caused by or on account of fire, (except as above), water, sprinkler systems, partial or temporary failure or stoppage of heat, light, electricity. live steam or plumbing service in or to the said premises, building or facilities whether due to acts of God, strikes, accidents, the making of alterations, repairs, renewals, improvements, structural changes to the said premises or buildings or the equipment or systems supplying the said services, or from any cause whatsoever; provided that the said failure or stoppage be remedied within a reasonable time.

.16 STANDARD CONDITION OF PREMISES

The Successful Respondent(s) shall keep the premises clean, clear of waste, paper, garbage, combustible materials and obstructions, and shall not cause or permit any unusual or objectionable noises and odours to emanate from the premises. At all times, the College employees, clients, and visitors must be protected from said equipment, tools, supplies, etc., and they are not to be left at the job site so as to impede the safe movement of pedestrian or vehicular traffic. It will be essential that both vehicular and pedestrian traffic flow be maintained during the entire construction period.

.17 STAFF EMPLOYMENT CONDITIONS

All staff employed by the Successful Respondent must be of good appearance, clean and identifiable as a member of the staff of the Successful Respondent, and at all times must maintain good conduct with employees of the Niagara College and/or its representatives.

The Contractor shall ensure that the staff for which they are responsible are adequately trained and kept up to date on relevant health and safety legislation as per the Occupational Health and Safety Act and Regulations for Construction Projects.

.18 FAILURE TO PERFORM

Failure to comply with all terms and conditions of this Tender, Niagara College shall then have the right to award this contract to any other bidders or to re-tender.

The Successful Respondent shall not be entitled to be re-imbursed any amount which, taken together with any amounts paid or becoming due to the Tenderer under the contract, exceeds the contract price applicable to the work or the particular part thereof.

.19 TERMINATION DUE TO DEFAULT OF THE SUCCESSFUL RESPONDENT

Niagara College, may, by notice to the Successful Respondent, terminate the whole or any part of the requirement if the Successful Respondent becomes bankrupt or insolvent, or a receiving order is made against the Successful Respondent, or an assignment is made for the benefit of creditors, or if an order is made or resolution passed for the winding up of the Successful Respondent, or if the Successful Respondent takes the benefit of any statute for the time being in force relating to bankrupt or insolvent debtors or the Successful Respondent fails to perform any of the obligations under the Contract, poor performance, poor quality work or, in Niagara College's view, so fails to make progress as to endanger performance of the contract in accordance with its terms.

.20 IN CASE OF BANKRUPTCY

Subject to the provisions of the Bankruptcy and Insolvency Act or any successor legislation or any other applicable legislation, where, during the term of the contract, the Successful Respondent makes an assignment for the benefit of its creditors, or becomes bankrupt or insolvent, or undergoes reorganization, or makes a proposal to its creditors, or otherwise becomes financially unable to perform this contract, the College may, at its option, declare the contract immediately terminated. Where the College declares the contract immediately terminated, the College shall be entitled to enter into a contract with another party without the consent of the Successful Respondent. The said declaration of immediate termination of the contract by the College and the College's entering into a contract with another vendor shall in no way prejudice any rights or remedies that the College may have at law against the Successful Respondent.

.21 RIGHTS CUMULATIVE

All rights and remedies herein given to the College are distinct, separate and cumulative and shall not be deemed to be in exclusion of any other rights or remedies available to the College under this Request for Tender, Purchase Order or otherwise.

.22 DISPOSAL OF SUBMISSIONS

All proposals and supporting material submitted in response to this Tender shall become the property of the College. Material will be stored in an appropriate manner for seven years at which time it will be disposed in the appropriate method.

.23 SURVIVAL OF BIDDER'S OBLIGATION

Upon the expiration or termination of this Request for Tender for whatsoever reason, the obligations of the bidder remaining unsatisfied hereunder shall nevertheless continue unless otherwise expressly provided herein.

.24 ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005 (AODA)

Niagara College is committed to providing equal treatment to people with disabilities with respect to the use and benefit of Niagara College services, programs, and goods in a manner that respects their dignity and that is equitable in relation to the broader public.

Niagara College is committed to the highest possible standards for accessibility. Suppliers(s) must be capable to recommend and deliver, as appropriate for each Deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (AODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with

Disabilities Act, 2005 (Accessibility Standards for Customer Service) and Regulation 191/11 (Integrated Accessibility Standards) the Purchaser has established policies, practices and procedures governing the provision of its goods and services to persons with disabilities. These policies, practices and procedures are available for review at

<http://www.niagaracollege.ca/accessibility/>

Suppliers are required to comply with the Purchaser's accessibility standards, policies, practices and procedures, which may be in effect during the Term of the Agreement/Purchase Order/Contract and which apply to the Deliverables to be provided by the Supplier.

.25 SEXUAL ASSAULT AND SEXUAL VIOLENCE

Contractors and subcontractors who perform services on Niagara College must comply with the College's Sexual Assault and Sexual Violence Policies and the Ontario Human Rights Code. These policies, practices and procedures are available for review by visiting:

<http://www.niagaracollege.ca/consentiskey/>

If any violation of the policy is determined, it will result in immediate cancellation of the contract.

.26 NON-WAIVER

No condoning, excusing or overlooking by the College of any default, breach or non-observance by the bidder at any time or times in respect of any provision herein contained shall operate as a waiver of the College's right hereunder in respect of any continuing or subsequent default, breach of non-observance or so as to defeat or affect in any way the rights of the College herein in respect of any such continuing or subsequent default or breach, and no waiver shall be inferred from or implied by anything done or omitted by the College save only by express waiver in writing. And the doing of anything by the College required by this Purchase Order/Documents to be done by the bidder shall not relieve the bidder of his/her continuing obligation to do that thing.

2.0 SCOPE OF WORK

2.1 PROJECT DESCRIPTION

This project intends to renovate the hallways of the Niagara College Residence Building at the Welland Campus (WC). Niagara College is looking to engage a General Contractor (GC) to undertake all the work.

The scope of work includes:

- Remove and installing new carpet flooring and refreshing the painting on all three-floor hallways as follows:
 - o North, west, and south corridors on all three floors.
 - o Hallways 106, 201, and 301.
 - o Common area 104.
 - o Study room 174
 - o Common rooms 274, 374, 203, and 303.

- Remove and installing new ceiling tiles (no grid) on the third-floor hallways:
 - o North, west, and south corridors on the third floor.
 - o Hallway 301.

Please refer to Appendix A, drawings, for more details on the required areas and scope of work.

Minimizing interference with the Residence's normal business activities is imperative, e.g. students, visitors continue to reside at the residence and staff will continue working in the building. Safety for pedestrians (students and staff) is a priority.

The College may, at its sole discretion assign, additional similar Work, as defined in the Bid Documents to the Successful Bidder for a period of up to one (1) year at any College Location.

Additional information about the campus location and building locations is accessible at the following web address: <https://www.niagaracollege.ca/maps/>

2.2 GENERAL PROJECT NOTES

1. The Contractor is responsible for:
 - a. Providing all labour, supplying all materials, and equipment (tools) to perform all demolition and construction work as per all documents, drawings and specifications unless noted otherwise.
 - b. Any necessary permits, authority inspections, and certificates and will comply with all health & safety, and environmental requirements.
 - c. Locating all utilities and site services before commencing any portion of the work.
 - d. The College site is paid parking and free parking is not available. The GC is responsible for all parking related fees. Any parking spots required to be blocked out for material delivery or removals are to be coordinated between the GC and the College 24 hours prior. See this link: <https://www.niagaracollege.ca/campusafety/parkingservices/>
 - e. Independently verifying the dimensions and area of the required work before ordering material.
 - f. Securing their material and equipment and ensuring the area is kept safe for the project's duration.
 - g. Delivering packaged materials in original unopened containers. Keep delivered material dry and free from stains.

- h. Preparing and submitting a work schedule to list project tasks and specify the timeline for each job/segment before starting the work or anytime upon request by the College contact.
 - i. Establishing a circulation plan in collaboration with the college including the provision and setting up of barricades and cautioning devices. Execute the plan upon receiving the college's approval. Work in segments while collaborating with College staff to coordinate the closing of work areas.
 - j. Always keep the access areas clean and unobstructed and should not block any emergency exits or egress hallways. Ensure that work areas are completely safe against any hazard during the project. Supply and install proper signage, hoarding, and barricades on the construction site to keep people safe. All work must be done following Ontario's Construction Health and Safety Program.
 - k. Following all manufacturer specifications, technical bulletins, and installation guides for all products.
 - l. Supplying 10% extra carpet tile, of each color, for the College for future maintenance.
2. Work must be completed in accordance with the bid documents and per the Ontario Building Code and regulatory requirements. The completed work will be of the type and quality specified in the bid documents or, if no quality is specified, of the best grade of their respective kinds, conform to the specifications, drawings, samples or other descriptions furnished by the College, and be free from defect.
 3. GC's site supervisor must be on-site whenever work is in progress and no subcontractors shall perform work without a site supervisor present.
 4. GC shall attend routine site meetings and progress meetings (up to 4 meetings) with the College contact person or designate(s) to provide updates and review performance-related issues.
 5. Storage is not available on site. Washroom facilities are not available for use. GC will need to provide all resources to carry out the project including the portable storages and toilets, with areas for staging approved by the College.
 6. All proposed works must be completed to minimize any impacts to the Residence operations. The work shall begin no earlier than April 22, 2024, and be completed no later than June 14, 2024. Any noisy work must be done from 8:00 am to 8:00 pm.

** The Residence will be closed from April 20th, 2024 to July 1st, 2024. However, the operation continues after April 20 and the building should be maintained (for approx. 50 students) to be open.**

7. Work should be done in phases as there will be students in the Residence building. Construction should be completed floor by floor to allow student occupancy to be maintained:
 - a. Start from the 3rd floor. All students will be housed on the first floor when the work begins.
 - b. Once GC has transferred to the 2nd floor, the College will begin to transfer the students from the 1st to the 3rd floor.
 - c. Provide a week's notice before the completion of the third floor and an update before moving to the second floor.
 - d. You can only work on one floor at a time.
 - e. Please note that students will need access to the kitchen and laundry facility as soon as possible. Start the hallway near the kitchen/laundry and central stairway for access

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- to those amenities to reduce the impact of the project on the students. With proper notice, the kitchen and laundry can be closed for a day or two but cannot be longer.
- f. All workspaces need to be free of potential health and safety concerns for access to those spaces when the Contractor is not present.
 - g. Any deficiency reviews must be done following the completion of work on each floor. Work on each floor must be fully completed before the students move.
 - h. While working on the first floor, only one individual (full-time live-in manager) will remain. GC to coordinate access for painting the office door and installing carpet tiles at the door entrance.
 - i. GC to coordinate the replacement of the flooring in the high-traffic areas (e.g., lobby, near the bathroom, etc.) to ensure the students aren't impeded and we're continuously compliant with the fire code for emergency egress.
 - j. Residence staff will access the floors to complete routine facility checks as required as part of their normal operational requirements.
 - k. Please note that a Building Condition Assessment will be underway at the same time. College will coordinate this activity however contractor must be cooperative in providing access to assessment areas, etc.)

END OF DOCUMENT