



**PUR24-070-ITT**

**Invitation to Tender**

**For**

**Dr M.S. Hawkins Public School Classroom Upgrades**

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## TABLE OF CONTENTS

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<b>PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS</b> .....	<b>3</b>
1.1 Invitation to Bidders .....	3
1.2 Bids and Tenders Registration .....	4
1.3 ITT Contact .....	4
1.4 Contract for Deliverables .....	4
1.5 ITT Timetable .....	5
1.6 Submission of Bids .....	5
<b>PART 2 – EVALUATION AND AWARD</b> .....	<b>7</b>
2.1 Stages of Evaluation.....	7
2.2 Stage I – Mandatory Submission Requirements .....	7
2.3 Stage II – Mandatory Technical Requirements .....	7
2.4 Stage III – Pricing .....	7
2.5 Selection of Lowest Compliant Bidder .....	7
2.6 Notice to Bidder and Execution of Agreement .....	8
2.7 Failure to Enter into Agreement .....	8
<b>PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS</b> .....	<b>9</b>
3.1 General Information and Instructions .....	9
3.2 Communication after Issuance of ITT .....	10
3.3 Notification and Debriefing.....	11
3.4 Conflict of Interest and Prohibited Conduct.....	11
3.5 Confidential Information.....	13
3.6 Reserved Rights and Limitation of Liability .....	14
3.7 Governing Law and Interpretation.....	15
<b>APPENDIX A – FORM OF AGREEMENT</b> .....	<b>16</b>
<b>APPENDIX B – SUBMISSION FORM</b> .....	<b>17</b>
<b>APPENDIX C – PRICING</b> .....	<b>18</b>
<b>APPENDIX D – ITT PARTICULARS</b> .....	<b>19</b>
A. THE DELIVERABLES .....	19
B. MATERIAL DISCLOSURES.....	19
C. MANDATORY SUBMISSION REQUIREMENTS .....	20
D. MANDATORY TECHNICAL REQUIREMENTS.....	21
E. PRE-CONDITIONS OF AWARD .....	21
<b>APPENDIX E – SPECIFICATIONS</b> .....	<b>23</b>
<b>APPENDIX F – ABATEMENT SPECIFICATIONS</b> .....	<b>25</b>
<b>APPENDIX G – DRAWINGS</b> .....	<b>26</b>
<b>APPENDIX H – HAZARDOUS BUILDING MATERIALS ASSESSMENT</b> .....	<b>27</b>
<b>APPENDIX I – ASBESTOS MANAGEMENT PROGRAM</b> .....	<b>28</b>
<b>APPENDIX J – CONTRACTOR NOTIFICATION &amp; ACKNOWLEDGEMENT FORM</b> .....	<b>29</b>

# PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

## 1.1 Invitation to Bidders

### 1.1.1 Invitation

This Invitation to Tender (the “ITT”) is an invitation by the Kawartha Pine Ridge District School Board (“the Board”) to prequalified bidders to submit bids for **Dr M.S. Hawkins Public School Classroom Upgrades**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

The Board encompasses almost 7,000 square kilometres, including the Municipality of Clarington, Northumberland and Peterborough Counties. We serve the communities located in the Kawarthas to the north, and south to Lake Ontario. Hastings County is our eastern border and our western border extends to the City of Kawartha Lakes and to the edge of the City of Oshawa. We have 73 Elementary Schools and 13 Secondary Schools, as well as 3 Adult/Alternative Educational Learning Sites to serve our urban and rural communities.

Our mission: We inspire our students to excel in learning, to succeed in life, and to enrich our communities.

The Board is seeking bids for the Classroom Upgrades at Dr. M.S. Hawkins Public School including all associated work as described on the accompanying drawings and specifications.

### Prequalified Contractors

Bids will be accepted only from the following prequalified **General Contractors**, who have been duly notified by the Board of their prequalification status. The General Contractors shall refer to the list of prequalified sub-contractors in Section B of the ITT Particulars (Appendix D). It is the responsibility of the General Contractors to retain all other competent sub-trades to complete the work specified herein.

### General Contractors

Anacond Contracting Inc.	Limen Group Const. (2019) Ltd
Beavermead Construction (1991) Limited	Mortlock Construction Inc.
Broz Excavating Inc.	MVW Construction & Engineering Inc.
Con-Pro Industries Canada Inc.	Peak Construction Group Ltd.
Corebuild Construction Ltd	Pegah Construction Ltd.
Cypruss Contracting Inc.	Rainforces Ltd.
Dalren Limited	Rutherford Contracting Ltd.
Deciantis Construction Limited	Silver Birch Contracting Ltd.
Gay Contracting Limited	Snyder Construction
Gerr Construction Limited	Strong Bros. General Contracting Ltd.
Icon Builders Inc.	Tom Belch & Sons Building Contractors Ltd.
J.J. McGuire General Contractors Inc.	Torcom Construction Inc
K. Knudsen Construction Limited	Verly Construction Group Inc
Lakeland Multi-trade Inc.	W.S. Morgan Construction Limited
	West Metro Contracting Inc.

### **1.1.2 Bidder Must Be Single Entity**

The bidder must be a single legal entity that, if selected, intends to enter into the contract with the Board. If the bid is being submitted jointly by two (2) or more separate entities, the bid must identify only one (1) of those entities as the “bidder”. The bidder will be responsible for the performance of the Deliverables.

## **1.2 Bids and Tenders Registration**

The Board will only consider bids received from bidders who have registered with Bids and Tenders and have obtained the ITT directly from the Bids and Tenders website at <https://kprdsb.bidsandtenders.ca> (the “Bidding System”).

All bidders must have a Bidding System vendor account and be registered as a plan taker for this opportunity, which will enable the bidder to download the solicitation document, to receive addenda email notifications, download addenda and submit their bids electronically through the Bidding System.

## **1.3 ITT Contact**

To contact the Board or ask questions in relation to this ITT, bidders must initiate the communication electronically through the Bidding System. The Board will not accept any bidder’s communications by any other means, except as specifically stated in the ITT.

For the purposes of this procurement process, the “ITT Contact” will be:

**Kristina Lawrence, Buyer**  
**[Kristina\\_lawrence@kprdsb.ca](mailto:Kristina_lawrence@kprdsb.ca)**

Bidders should only contact the ITT Contact where specifically instructed to in this ITT. All other communication in relation to this ITT must be through the Bidding System, as described above.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the Board, other than in accordance with this section, concerning matters regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder’s bid.

## **1.4 Contract for Deliverables**

### **1.4.1 Type of Contract**

The selected bidder will be required to enter into an agreement with the Board for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”).

### **1.4.2 Term of Contract**

The term of the Agreement will be in effect until the completion of the Deliverables.

## 1.5 ITT Timetable

### 1.5.1 Key Dates

Issue date for ITT	<b>March 26, 2024</b>
Mandatory Site Meeting	<b>April 5, 2024 at 3:15 PM local time</b>
Deadline for Questions	<b>April 12, 2024 at 2:00:00 PM local time</b>
Deadline for Issuing Addenda	<b>April 18, 2024</b>
Submission Deadline	<b>April 25, 2024 at 2:00:00 PM local time</b>
On Site Construction Start Date	<b>July 1, 2024</b>
Occupancy Date	<b>August 26, 2024</b>
Substantial Performance of the Work Date	<b>August 29, 2024</b>
Ready-for-Takeover Date	<b>September 3, 2024</b>
Irrevocability Period	<b>60 (Sixty) Days</b>

The ITT timetable is tentative only, and may be changed by the Board at any time.

### 1.5.2 Site Visit / Pre-Bid Meeting

#### Mandatory Site Meeting

A Mandatory Site Meeting is scheduled for **General Contractors and Abatement Contractors** for the date and time set out in the above timetable at the following location:

- Dr M.S. Hawkins Public School, 130 Highland Drive, Port Hope, Ontario, L1A 2A3

Contractors are to meet outside the front entrance.

Attendance will be taken and noted by the Board at the end of the site meeting. Bids received by bidders that did not attend the mandatory site meeting will be rejected.

### 1.5.3 No Public Opening

There will be no public opening after the submission deadline. The bid results will be posted on the Bidding System.

## 1.6 Submission of Bids

### 1.6.1 Electronic Submission Only

All bids must be submitted electronically through the Bidding System at:

<https://kprdsb.bidsandtenders.ca>

Bids submitted by other methods will not be accepted.

In order to submit a bid, the bidder must have a Bidding System account and be registered as a plan taker for this ITT.

If you encounter technical issues, please contact [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca).

### **1.6.2 Bids must be Received on Time**

Bids must be uploaded and finalized by the Submission Deadline. The time of receipt will be determined by the Bidding System. Late responses will not be accepted.

Bidders are cautioned that the timing of their submission is based on when the bid is received by the Bidding System, not when a bid is submitted by a bidder. Transmission can be delayed due to file transfer size, transmission speed or other technical factors. It is strongly recommended that bidders allow sufficient time before the Submission Deadline to upload documents and to resolve any issues that may arise.

Bidders should contact the ITT Contact at least twenty-four hours prior to deadline if they encounter any problems.

The Bidding System will send a confirmation email to the bidder advising when the bid was submitted successfully. If bidders do not receive a confirmation email, they should contact the ITT Contact immediately.

### **1.6.3 Amendment or Withdrawal of Bids**

Bidders may edit or withdraw a submitted bid prior to the Submission Deadline in accordance with the instructions provided in the Bidding System. The bidder is responsible for ensuring that any amended bid is received by the Bidding System by the Submission Deadline.

### **1.6.4 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of **60** days running from the moment that the Submission Deadline passes.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

The Board will conduct the evaluation of bids in the following stages:

### **2.2 Stage I – Mandatory Submission Requirements**

Stage I will consist of a review to determine which bids comply with all of the mandatory submission requirements. Bids that do not comply with all of the mandatory submission requirements as of the Submission Deadline will, subject to the express and implied rights of the Board, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

#### **2.2.1 No Amendment to Forms**

Other than inserting the information requested on the mandatory submission forms set out in the ITT, a bidder may not make any changes to any of the forms. Any bid containing any such changes, whether on the face of the form or elsewhere in the bid, may be disqualified.

### **2.3 Stage II – Mandatory Technical Requirements**

Stage II will consist of a review to determine which bids comply with all of the mandatory technical requirements. Bids that do not comply with all of the mandatory technical requirements as of the Submission Deadline will, subject to the express and implied rights of the Board, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

### **2.4 Stage III – Pricing**

Stage III will consist of a scoring of the submitted pricing of each compliant bid in accordance with the evaluation method set out in Pricing (Appendix C). The evaluation of price will be undertaken after the evaluation of mandatory requirements has been completed.

In the event that a bidder's pricing appears to be abnormally low in relation to the Deliverables, the Board may require the bidder to provide a detailed explanation of the pricing information to account for the low level of price and confirm that all requirements in respect of the Deliverables have been taken into account. If the bidder is unable to satisfactorily account for the abnormally low pricing, the Board may reject the bid. The Board may also reject any bid that contains unbalanced pricing. Pricing may be considered unbalanced where nominal or significantly understated prices are proposed for some elements of the Deliverables and inflated prices are proposed for other elements of the Deliverables. Unbalanced pricing includes, but is not limited to, "front-loaded" pricing, which contains inflated pricing for Deliverables to be provided or completed at the beginning of the contract, offset by understated pricing for Deliverables to be provided or completed later in the contract.

### **2.5 Selection of Lowest Compliant Bidder**

Subject to the Board's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

## **2.6 Notice to Bidder and Execution of Agreement**

Notice of selection by the Board to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within fifteen (15) days of notice of selection. This provision is solely for the benefit of the Board and may be waived by the Board.

## **2.7 Failure to Enter into Agreement**

In addition to all other remedies available to the Board, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, the Board may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

[End of Part 2]



## **PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS**

### **3.1 General Information and Instructions**

#### **3.1.1 ITT Incorporated into Bid**

All of the provisions of this ITT are deemed to be accepted by each bidder and incorporated into each bidder's bid. A bidder who submits conditions, options, variations or contingent statements to the terms as set out in this ITT, including the terms of the Agreement in Appendix A, either as part of its bid or after receiving notice of selection, may be disqualified. If a bidder is not disqualified despite such changes or qualifications, the provisions of this ITT, including the Agreement set out in Appendix A, will prevail over any such changes or qualifications in the bid.

#### **3.1.2 Bidders to Follow Instructions**

Bidders should structure their bids in accordance with the instructions in this ITT. Where information is requested in this ITT, any response made in a bid should reference the applicable section numbers of this ITT.

#### **3.1.3 Bids in English**

All bids are to be in English only.

#### **3.1.4 No Incorporation by Reference**

The entire content of the bidder's bid should be submitted in a fixed format, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

#### **3.1.5 Past Performance**

In the evaluation process, the Board may consider the bidder's past performance or conduct on previous contracts with the Board or other institutions.

#### **3.1.6 Information in ITT Only an Estimate**

The Board and its advisers make no representation, warranty or guarantee as to the accuracy of the information contained in this ITT or issued by way of addenda. Any quantities shown or data contained in this ITT or provided by way of addenda are estimates only, and are for the sole purpose of indicating to bidders the general scale and scope of the Deliverables. It is the bidder's responsibility to obtain all the information necessary to prepare a bid in response to this ITT.

#### **3.1.7 Bidders to Bear Their Own Costs**

The bidder will bear all costs associated with or incurred in the preparation and presentation of its bid, including, if applicable, costs incurred for interviews or demonstrations.

#### **3.1.8 Bid to be Retained by the Board**

The Board will not return the bid or any accompanying documentation submitted by a bidder.

### **3.1.9 No Guarantee of Volume of Work or Exclusivity of Contract**

The Board makes no guarantee of the value or volume of work to be assigned to the successful bidder. The Agreement will not be an exclusive contract for the provision of the described Deliverables. The Board may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

## **3.2 Communication after Issuance of ITT**

### **3.2.1 Bidders to Review ITT**

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

through the Bidding System on or before the Deadline for Questions. No such communications are to be directed to anyone or initiated through any other means. The Board is under no obligation to provide additional information, and the Board is not responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the bidder to seek clarification through the Bidding System on any matter it considers to be unclear. The Board is not responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This ITT may be amended only by addendum in accordance with this section. If the Board, for any reason, determines that it is necessary to provide additional information relating to this ITT, such information will be communicated to all bidders by addenda through the Bidding System. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by the Board.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

If the Board determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the Board may extend the Submission Deadline for a reasonable period of time.

### **3.2.4 Verify, Clarify and Supplement**

When evaluating bids, the Board may request further information from the bidder or third parties in order to verify, clarify or supplement the information provided in the bidder's bid. The response received by the Board shall, if accepted by the Board, form an integral part of the bidder's bid.

### **3.3 Notification and Debriefing**

#### **3.3.1 Notification to Other Bidders**

Once the Agreement is executed by the Board and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this ITT was originally posted of the outcome of the procurement process.

#### **3.3.2 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification. The ITT Contact will contact the bidder's representative to schedule the debriefing. Debriefings may occur in person at the Board's location or by way of conference call or other remote meeting format as prescribed by the Board.

#### **3.3.3 Procurement Protest Procedure**

Any bidder with concerns about the ITT process is required to attend a debriefing prior to proceeding with a protest.

If, after attending a debriefing, the bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact in accordance with applicable procurement protest procedures. The written notice must contain:

- (a) a clear statement as to which procurement the bidder wishes to challenge;
- (b) a clear explanation of the bidder's concerns with the procurement, including specifics as to why it disagrees with the procurement process or its outcome; and
- (c) the bidder's contact details, including name, telephone number, and email address.

The Board will send an initial response to acknowledge receipt of the bidder's notice and indicate the date by which the Board will provide the bidder with a formal response.

### **3.4 Conflict of Interest and Prohibited Conduct**

#### **3.4.1 Conflict of Interest**

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including, but not limited to:
  - (i) having or having access to confidential information of the Board in the preparation of its bid that is not available to other bidders;
  - (ii) having been involved in the development of the ITT, including having provided advice or assistance in the development of the ITT;

- (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the ITT;
  - (iv) communicating with any person with a view to influencing preferred treatment in the ITT process (including, but not limited to, the lobbying of decision-makers involved in the ITT process); or
  - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive ITT process or render that process non-competitive or unfair; or
- (b) in relation to the performance of its contractual obligations under a contract for the Deliverables, the bidder's other commitments, relationships, or financial interests:
- (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
  - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

### **3.4.2 Disqualification for Conflict of Interest**

The Board may disqualify a bidder for any conduct, situation or circumstances, determined by the Board, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

An existing supplier of the Board may be precluded from participating in the ITT process in instances where the Board has determined that the supplier has a competitive advantage that cannot be adequately addressed to mitigate against unfair advantage. This may include, without limitation, situations in which an existing supplier is in a position to create unnecessary barriers to competition through the manner in which it performs its existing contracts, or situations where the incumbent fails to provide the information within its control or otherwise engages in conduct obstructive to a fair competitive process.

### **3.4.3 Disqualification for Prohibited Conduct**

The Board may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the Board determines that the bidder has engaged in any conduct prohibited by this ITT.

### **3.4.4 Prohibited Bidder Communications**

Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the Conflict of Interest declaration set out in the Submission Form (Appendix B).

### **3.4.5 Bidder Not to Communicate with Media**

Bidders must not at any time directly or indirectly communicate with the media in relation to this ITT or any agreement entered into pursuant to this ITT without first obtaining the written permission of the ITT Contact.

### **3.4.6 No Lobbying**

Bidders must not, in relation to this ITT or the evaluation and selection process, engage directly or indirectly in any form of political or other lobbying whatsoever to influence the selection of the selected bidder(s).

### **3.4.7 Illegal or Unethical Conduct**

Bidders must not engage in any illegal business practices, including activities such as bid-rigging, price-fixing, bribery, fraud, coercion or collusion. Bidders must not engage in any unethical conduct, including lobbying, as described above, or other inappropriate communications; offering gifts to any employees, officers, agents, elected or appointed officials or other representatives of the Board; deceitfulness; submitting bids containing misrepresentations or other misleading or inaccurate information; or any other conduct that compromises or may be seen to compromise the competitive process provided for in this ITT.

### **3.4.8 Supplier Suspension**

The Board may suspend a supplier from participating in its procurement processes for prescribed time periods based on past performance or based on inappropriate conduct, including, but not limited to, the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour its submitted pricing or other commitments;
- (c) engaging in litigious conduct, bringing frivolous or vexatious claims in connection with the Board's procurement processes or contracts, or engaging in conduct obstructive to a fair competitive process; or
- (d) any conduct, situation, or circumstance determined by the Board, in its sole and absolute discretion, to have constituted an undisclosed Conflict of Interest.

In advance of a decision to suspend a supplier, the Board will notify the supplier of the grounds for the suspension and the supplier will have an opportunity to respond within a timeframe stated in the notice. Any response received from the supplier within that timeframe will be considered by the Board in making its final decision.

## **3.5 Confidential Information**

### **3.5.1 Confidential Information of the Board**

All information provided by or obtained from the Board in any form in connection with this ITT either before or after the issuance of this ITT

- (a) is the sole property of the Board and must be treated as confidential;
- (b) is not to be used for any purpose other than replying to this ITT and the performance of the Agreement;
- (c) must not be disclosed without prior written authorization from the Board; and

- (d) must be returned by the bidder to the Board immediately upon the request of the Board.

### **3.5.2 Confidential Information of Bidder**

A bidder should identify any information in its bid or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by the Board. The confidentiality of such information will be maintained by the Board, except as otherwise required 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 Board to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

### **3.6 Reserved Rights and Limitation of Liability**

- (a) make public the names of any or all bidders;
- (b) make changes, including substantial changes, to this ITT provided that those changes are issued by way of addendum in the manner set out in this ITT;
- (c) request written verification or clarification from any bidder and incorporate a bidder's response to that request for clarification into the bidder's bid;
- (d) assess a bidder's bid on the basis of: (i) a financial analysis determining the actual cost of the bid when considering factors including quality, service, price, and transition costs arising from the replacement of existing goods, services, practices, methodologies, and infrastructure (howsoever originally established); and (ii) in addition to any other evaluation criteria or considerations set out in this ITT, consider any other relevant information that arises during this ITT process;
- (e) reject a bid that contains abnormally low or unbalanced pricing;
- (f) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (g) verify with any bidder or with a third party any information set out in a bid;
- (h) check references other than those provided by any bidder;
- (i) disqualify a bidder, rescind a notice of selection, or terminate a contract subsequently entered into if the bidder has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- (j) select a bidder other than the bidder whose bid reflects the lowest cost to the Board;
- (k) cancel this ITT process at any stage;
- (l) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (m) accept any bid in whole or in part; or

- (n) reject any or all bids;

and these reserved rights are in addition to any other express rights or any other rights that may be implied in the circumstances.

### **3.6.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

- (a) neither the Board nor any of its employees, officers, agents, elected or appointed officials, advisors or representatives will be liable, under any circumstances, for any claim arising out of this ITT process including but not limited to costs of preparation of the bid, loss of profits, loss of opportunity or for any other claim; and
- (b) 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 Board'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.

### **3.7 Governing Law and Interpretation**

These Terms and Conditions of the ITT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of the Board; and
- (c) 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 Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

The Form of Agreement will be the CCDC 2-2020 Stipulated Price Contract, including the Supplementary Conditions & Amendments to CCDC 2 – 2020 Stipulated Price Contract as provided in Appendix A.



## **APPENDIX B – SUBMISSION FORM**

Bidders should refer to the instructions attached to the solicitation for the Appendix B – Submission Form requirements and provide that information in accordance with the instructions provided in the Bidding System.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Bidders should submit their pricing information electronically within the Bidding System.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for applicable sales tax, which should be itemized separately.
- (c) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) There is no reimbursement of any hospitality, incidental or food expenses.
- (e) In the Bidding System please note a \* denotes a mandatory field. Do not enter \$0.00 unless you are providing the line item at zero dollars.
- (f) When the pricing form labelled **Subcontractor Pricing** is included in the Bidding System, under the Schedule or Prices section, bidders must follow the instructions below:

Pricing submitted in this form is to be incorporated in the Total Contract Amount and shall not be considered an addition or extra. Pricing is to exclude HST.

Bidders must choose from the list of prequalified subcontractors listed in Section B of the ITT Particulars (Appendix D).

Bidders shall state only one (1) sub-trade or supplier for each type of work. Bidders shall not indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording. Where the Prime Contractor shall complete the work indicate “own forces” (if pre-qualified Abatement subcontractors are listed the Prime Contractor cannot indicate “own forces” and must use one of the prequalified Abatement contractors). Wherever the term own forces is used, these persons shall be bonafide employees of the Prime Contractor. Following submission, no subtrade or supplier may be substituted from this list without Board approval.

Should prequalified subcontractors be required to attend the Mandatory Site Meeting as indicated in Part 1 – Invitation and Submission Instructions, 1.5.2 Site Visit / Pre-Bid Meeting, bidders will be required to only choose from those subcontractors that attended.

### 2. Evaluation of Pricing

The Tender will be awarded to the compliant Bidder with the lowest total stipulated price.

## APPENDIX D – ITT PARTICULARS

### A. THE DELIVERABLES

Dr M.S. Hawkins Public School Classroom Upgrades – Specifications  
Attached herein as APPENDIX E

Dr M.S. Hawkins Public School Classroom Upgrades – Abatement Specifications  
Attached herein as APPENDIX F

Dr M.S. Hawkins Public School Upgrades – Drawings  
Attached herein as APPENDIX G

### Scheduling of Work

Occupancy (as defined in the Ontario Building Code) of the affected space(s) must be made available, no later than the Occupancy Date specified in the ITT Timetable to accommodate regular classroom instruction activities, and school operations.

Should any work occur while classes are in session, it must not be done near or around students or staff and will be required to be done before or after school hours, or on weekends and will also need to be coordinated with the Contract Supervisor to accommodate the school's schedule.

The childcare space in the school will be operating throughout the duration of construction, if work is required inside the space it will need to be done after hours or outside the daycare's regular hours of operation. Any work that will cause interruption to the childcare center is to be communicated to KPRDSB and the childcare center prior.

### B. MATERIAL DISCLOSURES

The following are lists of prequalified subcontractors that must be used to perform the Work:

#### Abatement Contractors

1519448 Ontario Inc. O/A Creative Concepts Construction	FPR Environmental Inc.
5015666 Ontario Inc. O/A Allclear Environmental	I & I Construction Services Limited
Alliance Environmental & Abatement Contractors Inc.	Inflector Environmental Services LP
Caliber Environmental Construction Services Inc	Ontario Insulation Oshawa Limited
Crozier Environmental Inc.	QM LP
D&F Insulation Ltd.	Salandria LTD.
Environmental Response Team Inc.	Tri Phase Group Inc.
Envirosafe Inc.	

#### Contract Performance

Bidders are advised that contract performance will be monitored and evaluated, and bidders may be suspended from future procurement opportunities for reasons of poor performance or unacceptable conduct in accordance with the Board's Vendor Suspension Protocol:

## **Workplace Safety and Insurance Board (WSIB) Requirements**

It will be the responsibility of the successful bidder to be registered, up to date and eligible for clearance with WSIB at all times over the duration of the contract term.

The Board will monitor the successful bidder's Clearance Certificate status using the WSIB Online Services website.

Payments to the successful bidder, including final payment, will not be made by the Board if eligibility for Certificate of Clearance issued by the WSIB is not in good standing.

### **C. MANDATORY SUBMISSION REQUIREMENTS**

#### **1. Submission Form (Appendix B)**

Each bid must include a Submission Form (Appendix B) completed and signed by an authorized representative of the bidder.

#### **2. Pricing (Appendix C)**

Each bid must include pricing information that complies with the instructions contained in Pricing (Appendix C).

#### **3. Bid Security**

In the Bidding System, under the Bonding section, bidders are required to upload the following:

- Under the Upload section labelled "Bid Bond" a Bid Bond in the amount of ten percent (10%) of the Total Contract Amount;
- Under the Upload section labelled "Agreement to Bond/Surety's Consent" an Agreement to Bond/Surety's Consent for Performance and Labour & Material each in the amount of fifty percent (50%) of the Total Contract Amount.

*Failure by the selected bidder to satisfy all pre-conditions of award and/or execute the Agreement in the amount tendered shall be just cause for the forfeiture of the Bid Bond to the Board.*

Where a surety provides the Bid Bond and Agreement to Bond/Surety's Consent (the "Bonds") in a single or zipped file, bidders should upload the completed file in both the "Bid Bond" and "Agreement to Bond/Surety's Consent" upload sections in the Bidding System. Bidders should not alter the file in any way as this could affect the electronically verifiable/enforceable format.

The Bonds will only be accepted as an electronically verifiable/enforceable digital (e-Bond) format. A scanned PDF copy is not acceptable.

The Board will only accept the Bonds from a duly licensed surety company, which has been approved by the Board and that is authorized to transact a business of suretyship in the province of Ontario.

The Bonds must identify the “Obligee” as “Kawartha Pine Ridge District School Board” and remain valid and in effect for a period of not less than the Irrevocability Period specified in the ITT Timetable.

The Bonds must be accompanied by all instruction details necessary for accessing the verification process. It is the responsibility of the bidder to ensure the uploaded file is not defective or corrupted and is able to be opened and viewed by the Board. The results of the verification process must provide a clear, immediate and printable indication that the document uploaded is the true document and has not been altered (including the content, all digital signatures and all digital seals). The verification may be conducted by the Board immediately or at any time during the life of the bond and at the discretion of the Board with no requirement for passwords or fees. Bonds failing the verification process will not be considered valid and the bid will be rejected. Bonds passing the verification process will be treated as original and authentic.

For information regarding e-Bonds bidders are encouraged to contact their surety company or visit the Surety Association of Canada website.

#### **4. Other Mandatory Submission Requirements**

N/A

#### **D. MANDATORY TECHNICAL REQUIREMENTS**

Bids submitted must comply with the following:

- Bidders must be a prequalified Contractor as indicated in Part 1 – Invitation and Submission Instructions.
- Bidders must have attended the Mandatory Site Meeting as indicated in Part 1 – Invitation and Submission Instructions.

#### **E. PRE-CONDITIONS OF AWARD**

The Successful Bidder will be required to provide proof of the following documentation prior to the award of the Contract:

- **Performance Bond**

An electronically verifiable/enforceable digital Performance Bond in the amount of fifty percent (50%) of the Total Contract Amount as indicated in Appendix C – Pricing, Summary Table and must identify the “Obligee” as “Kawartha Pine Ridge District School Board”.

- **Labour & Material Payment Bond**

An electronically verifiable/enforceable digital Labour & Material Payment Bond in the amount of fifty percent (50%) of the Total Contract Amount as indicated in Appendix C – Pricing, Summary Table and must identify the “Obligee” as “Kawartha Pine Ridge District School Board”.

- **Insurance**

A Certificate of Insurance to include the following policies listed under Appendix A - Supplementary Conditions to CCDC 2-2020 Stipulated Price Contract:

.1 General Liability Insurance

.2 Automobile Liability Insurance

- **WSIB Clearance**

A WSIB Clearance Certificate showing the successful bidder's business is active and in good standing.

- **Contractor Notification and Acknowledgement Form**

A signed copy of the form attached in Appendix J to show the successful bidder has received, read and understand the requirements of the Board's Asbestos Management Program.

## **APPENDIX E – SPECIFICATIONS**

### **INTRODUCTORY INFORMATION**

- 00 01 05 Document Responsibility and Project Directory
- 00 01 10 Table of Contents

### **DIVISION 01 - GENERAL REQUIREMENTS**

- 01 11 00 Summary of Work
- 01 21 00 Allowances
- 01 25 00 Substitution Procedures
- 01 26 00 Contract Modification Procedures
- 01 29 00 Payment Procedures
- 01 31 00 Project Management and Coordination
- 01 31 19 Project Meetings
- 01 32 00 Construction Progress Documentation
  - Retrofit Photo Requirements
- 01 33 00 Submittal Procedures
- 01 35 13 Special Procedures for Work in Occupied Buildings
- 01 45 00 Quality Requirements
- 01 51 00 Temporary Utilities
- 01 52 00 Temporary Facilities
- 01 56 00 Temporary Barriers and Enclosures
- 01 57 00 Temporary Controls
- 01 60 00 Product Requirements
- 01 71 00 Examination and Preparation
- 01 73 00 Execution
  - 01 73 29 Cutting and Patching
- 01 74 00 Cleaning and Waste Management
- 01 77 00 Closeout Procedures
- 01 78 00 Closeout Submittals
- 01 78 36 Warranties
- 01 79 00 Demonstration and Training

### **DIVISION 02 - EXISTING CONDITIONS**

- 02 41 16 Demolition

### **DIVISION 03 - CONCRETE**

- 03 53 00 Cementitious Self-Levelling Underlayment

### **DIVISION 04 - MASONRY**

- 04 27 00 Concrete Masonry Unit Assemblies

### **DIVISION 06 - WOOD, PLASTIC, AND COMPOSITES**

- 06 10 53 Rough Carpentry
- 06 40 00 Architectural Woodwork

### **DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

- 07 26 13 Above-Grade Vapour Barrier
- 07 81 00 Sprayed Fire-Resistive Materials (SFRM)
- 07 84 00 Joint Firestopping and Smoke Seals
- 07 92 00 Joint Sealants

**DIVISION 08 - OPENINGS**

08 14 00 Flush Wood Doors

08 71 00 Finish Hardware

Finishing Hardware Schedule

08 80 00 Glass and Glazing

**DIVISION 09 - FINISHES**

09 22 00 Metal Supports for Gypsum Board

09 29 00 Gypsum Board

09 51 23 Acoustical Tile Ceiling Systems

09 65 13 Resilient Base

09 65 20 Vinyl Tile Flooring

09 66 24 Terrazzo Repair and Patching

09 91 00 Painting

**DIVISION 10 - SPECIALTIES**

10 11 00 Visual Display Surfaces

10 14 00 Signage

10 28 00 Classroom Accessories

**DIVISION 12 - FURNISHINGS**

12 24 13 Roller Window Shades

**DIVISION 20, 22, & 23 - MECHANICAL**

Refer to 20 01 00 Indices for Mechanical Specifications

**DIVISION 26, 27, & 28 - ELECTRICAL**

Refer to 26 05 00 Indices for Electrical Specifications



## APPENDIX F – ABATEMENT SPECIFICATIONS

Attached

## APPENDIX G – DRAWINGS

### Architectural

A000	Drawings List and OBC Matrix
A100	Overall Floor Plans
A200	Partial Floor Plan
D201	Demolition Floor Plan
D202	Demolition Floor Plan
D203	Demolition Reflected Ceiling Plan
D204	Demolition Reflected Ceiling Plan
D300	Demolition Interior Elevations
D301	Demolition Interior Elevations
A201	Proposed Floor Plans Classrooms 244-247
A202	Proposed Floor Plan Classroom 233-235
A203	Proposed Reflected Ceiling Plan Classroom 244-247
A204	Proposed Reflected Ceiling Plan Classroom 233-235
A300	Proposed Interior Elevations
A301	Proposed Interior Elevations
A500	Millwork Details
A501	Millwork and Floor Finish Pattern Details
A800	Construction Assemblies and Details
A801	Details & Schedule

### Mechanical

M0-001	Legend, Drawing List, Details and Schedules
M0-002	Plumbing Cutsheets
M1-101	Mechanical Demolition Classrooms 244-247
M1-102	Mechanical Demolition Classrooms 233-235
M1-201	Mechanical New Classrooms 244-247
M1-202	Mechanical New Classrooms 233-235

### Electrical

E-100	Electrical – Key Plan, Legend Drawing List & Notes
E-101	Electrical – Legend Drawing List & Notes
E-200	Electrical – Second Floor Classroom – Demolition Power
E-201	Electrical – second Floor Classroom – Demolition Lighting
E-202	Electrical – Second Floor – Demolition Lighting
E-300	Electrical – Second Floor Classroom New Power Layout
E-301	Electrical- second floor Classroom New Lighting Layout
E-302	Electrical – Second Floor – New Lighting & Power Layout

# **APPENDIX H – HAZARDOUS BUILDING MATERIALS ASSESSMENT**

Attached

## APPENDIX I – ASBESTOS MANAGEMENT PROGRAM

Attached

## **APPENDIX J – CONTRACTOR NOTIFICATION & ACKNOWLEDGEMENT FORM**

Attached

# PUR24-070-ITT - Dr M.S. Hawkins Public School Classroom Upgrades

Opening Date: March 26, 2024 4:00 PM

Closing Date: April 25, 2024 2:00 PM

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## Schedule of Prices

### APPENDIX C - PRICING

#### Pricing Form: Tender Price

Refer to bid document for instructions. Pricing should exclude HST.

Description	UOM	Price *	10% Contingency Allowance	Total Including Contingency
PUR24-070-ITT Dr M.S. Hawkins Public School Classroom Upgrades	LumpSum		1.1	
Subtotal:				

#### Cash Allowance

Description	Price
Cash Allowance	\$5,000.0000
Subtotal:	

#### Subcontractor Pricing

Refer to bid document for instructions. Pricing should exclude HST.

Company Name *	Trade	Price *
Select A Value ▾	Abatement	

#### Summary Table

Bid Form	Amount
Pricing Form: Tender Price	
Cash Allowance	\$ 5,000.00
HST (13%)	\$ 650.00
Total Contract Amount:	

## Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.

Description	Response *
Full Legal Name of Bidder:	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Fax Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Fax:	
Bidder Contact Email:	

## Documents

## Security

Refer to bid document for instructions.

- Bid Bond \* (mandatory)
- Agreement to Bond/Surety's Consent \* (mandatory)



## Appendix B-Submission Form

### 1. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions and provisions of the ITT, **including the Form of Agreement**, and offers to provide the Deliverables in accordance therewith at the rates set out in the completed Pricing Form.

### 2. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in the Pricing Form. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 3. Addenda

The bidder is deemed to have read and accepted all addenda issued by the Board prior to the Deadline for Issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

### 4. No Prohibited Conduct

The bidder declares that it has not engaged in any conduct prohibited by this ITT.

### 5. Disclosure of Information

The bidder hereby agrees that any information provided in this bid, even if it is identified as being supplied in confidence, may be disclosed where required by law or by order of a court or tribunal. The bidder hereby consents to the disclosure, on a confidential basis, of this bid by the Board to the advisers retained by the Board to advise or assist with the ITT process, including with respect to the review of this bid.

I have the authority to bind the organization

You must declare all potential Conflicts of Interest, as defined in the Conflict of Interest terms in the solicitation document. This includes disclosing the names and all pertinent details of all individuals (employees, advisors, or individuals acting in any other capacity) who (a) participated in the preparation of the proposal; **AND** (b) were employees of KPRDSB within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, you will be deemed to declare that (a) there was no Conflict of Interest in preparing your submission and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Otherwise, if the statement below applies, check the box.

- You declare that there is an actual or potential Conflict of Interest relating to the preparation of your submission, and/or you foresee an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

If you declare an actual or potential Conflict of Interest by marking the box above, you must set out below details of the actual or 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.