



**Invitation to Tender 2025-18**

**For**

**General Contractor Services for Daycare Addition project at  
ÉÉC Sainte-Marguerite-Bourgeoys, Brantford**

Submission Deadline:  
**March 6, 2025 at 2:00 PM local time**

**Owner:** **Conseil Scolaire Catholique MonAvenir**  
110 Drewry Avenue,  
Toronto, Ontario, M2M 1C8  
[www.cscmonavenir.ca](http://www.cscmonavenir.ca)

**Architect:** **MZE / architecture+design** in  
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St. Catharines, Ontario, L2R 3C8  
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# **PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS**

## **1.1 Invitation to Bidders**

This Invitation to Tender (the “ITT”) is an invitation by Le Conseil scolaire catholique MonAvenir (the “Board”) to prospective bidders to submit bids for **General Contractor Services for a Daycare addition project at ÉÉC Sainte-Marguerite-Bourgeoys, Brantford**, as further described in Section A – the Deliverables of the ITT Particulars (Appendix D).

## **1.2 ITT Contact**

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

**Tommy Lim, Procurement Officer, CSC MonAvenir**

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 the ITT Contact, 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.

## **1.3 Type of Contract for Deliverables**

The selected proponent 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 RFP (the “Agreement”).

It is the Board’s intention to enter into the Agreement with only one (1) legal entity.

**Joint venture bids are not permitted and will not be considered by the Board.**

**Note:** For clarity, joint venture is defined as follows: Association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to bid together on a requirement and to perform the Work.

### **Should a proposal be accepted:**

- (a) The contract will run upon award until **substantial performance of the work**
- (b) Plus one (1) year following substantial performance of the work for warranty purposes.

## **1.4 Recipients**

The Board has prequalified the following contractors in **Area #5 South-West, Hamilton Brant & Haldimand Norfolk**, making them eligible to submit a Bid for this Project:

### **1.4.1 General Contractors**

- Anacond Contracting Inc.
- Caird-Hall Construction Inc.
- Defaveri Group Contracting Inc.
- GEN-PRO/1320376 Ontario Ltd.
- ONIT Construction Inc.
- Quad Pro Construction Inc.
- Renokrew
- Ritestart Limited
- Rutherford Contracting Ltd.
- Serianni Construction Ltd.
- Struct-Con Construction Ltd.
- West Metro Contracting Inc.

### **1.4.2 Electrical Subcontractors**

- Best Electric Co.
- CEC Services Limited (Aurora)
- Elite Electrical Solutions Ltd
- Superior Boiler Works & Welding Ltd.

### **1.4.3 Mechanical Subcontractors**

- Anvi Services Ltd.
- BAS Mechanical Inc
- Brenner Mechanical Inc
- Kirk Mechanical Limited
- L.J. Barton Mechanical Inc.
- LCD Mechanical Inc.
- Mattina Mechanical Limited
- MEKCON LTD.
- Soan Mechanical Ltd.
- Swift Mechanical Services Inc.

## 1.5 ITT Timetable

<b>Issue Date of ITT</b>	February 13, 2025
<b>Site Visit / Pre-Bid Meeting</b>  Note:  The site visit is <u>optional</u> for Mechanical and Electrical subcontractors but <b>mandatory for General Contractors</b> . Participants should meet the Board's Project Officer at the main entrance of the school.	<b>February 19, 2025 at 2:00 PM Local time</b>  <b>Location:</b> ÉÉC Sainte-Marguerite-Bourgeoys 60 Clench Ave, Brantford, ON N3T 1B9  <b>On-site contact:</b> Richard Lehoux, Project Officer Cell: 647-234-8409
<b>Deadline for Questions</b>	February 24, 2025 at 12:00 PM local time
<b>Deadline for Issuing Addenda</b>	February 27, 2025 at 12:00 PM local time
<b>Submission Deadline</b>	<b>March 6, 2025 at 2:00 PM local time</b>
<b>Anticipated Execution Date for Agreement</b>	Site work may begin as soon as possible and as early as June 1st, 2025, with a substantial completion date July 1, 2026.
<b>Irrevocability Period</b>	Ninety (90) days

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

### Mandatory site visit

When a site visit is mandatory, the Proponent must complete a preliminary site inspection to review the site conditions, available space, and existing equipment before submitting their bid. It is in the best interests of the Proponent to attend all site visits. If a mandatory site visit is not attended, the Bid will be rejected.

Note: In the event of multiple mandatory site visits, if a Proponent does not attend a site visit at a particular location, the Proponent will be disqualified from bidding on that specific site. This does not prevent the Proponent from bidding on other locations where they attended the site visit.

The sign-in sheet will serve as the official record of attendance for the Board. Proponents may request subsequent site visits with or without their subcontractors to review the existing site conditions. These subsequent visits are not mandatory.

## **1.6 Submission of Bids**

### **1.6.1 Bids to be Submitted to Prescribed Location**

Bids must be submitted to: <https://cscmonavenir.bidsandtenders.ca>

### **1.6.2 Bids to be Submitted on Time**

Bids must be submitted on or before the Submission Deadline. Bids submitted after the Submission Deadline will not be accepted. Bidders are advised to make submissions well before the deadline. Bidders making submissions near the deadline do so at their own risk.

### **1.6.3 Bids to be Submitted in Prescribed Format**

All bidders shall 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.

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, as transmission can be delayed due to file transfer size, transmission speed or other technical factors.

For the above reasons, the Board recommends that bidders allow sufficient time to upload their submission and attachment(s) (if applicable) and to resolve any issues that may arise. The closing date and time shall be determined by the Board's bidding system web clock.

Technical support is available through the bidding system at [support@bidsandtenders.ca](mailto:support@bidsandtenders.ca) or 1-800-594-4798. Bidders should contact technical support 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 technical support.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a bidder has obtained this solicitation document from a third party, the onus is on the bidder to create a bidding system vendor account and register as a plan taker for the opportunity at [\[https://cscmonavenir.bidsandtenders.ca\]](https://cscmonavenir.bidsandtenders.ca)

### **1.6.4 Amendment of Bids**

Bidders may amend their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the amended bid is received by the bidding system by the Submission Deadline.

### **1.6.5 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline. To withdraw a bid prior to the Submission Deadline, the bidder is solely responsible for ensuring that the bid is withdrawn through the bidding system.

### **1.6.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of **Ninety (90)** 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.

### **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 ten (10) 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**

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) days of notice of selection, the Board may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the Board.

[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 form, 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 shall report any errors, omissions or ambiguities; and may direct questions or seek additional information

in writing to the Board's bidding system question and answer function on or before the Deadline for Questions. All questions or comments submitted by bidders to the Board's bidding system question and answer function shall be deemed to be received once the email has entered into the Board's bidding system. No such communications are to be directed to anyone or by any other means than submission through the Board's bidding system and the Board shall not be responsible for any information provided by or obtained from any source other than the ITT Contact or the Board's bidding system. The Board is under no obligation to provide additional information. It is the responsibility of the bidder to seek clarification through the Board's bidding system on any matter it considers to be unclear. The Board shall not be 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. 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 through the Board's bidding system. Bidders will be required to check a box for acceptance of addenda before submitting their bid through the Board's bidding system.

### **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.

### **3.3.3 Procurement Protest Procedure**

If a bidder wishes to challenge the ITT process, it should provide written notice within ten (10) days of debriefing to the ITT Contact in accordance with the Board's procurement protest procedures and any applicable trade agreement or other applicable bid protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome.

## **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) 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 (iii) 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 contemplated 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.

### **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 successful 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 Past Performance or Past Conduct**

The Board may, in its sole and absolute discretion, prohibit a supplier from participating in a procurement process based on past performance or inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;
- (b) the refusal of the supplier to honour submitted pricing, contractual obligations, duties of any nature, or other commitments;
- (c) the supplier has commenced any legal proceedings or is otherwise engaged in any litigation or dispute with the Board; or
- (d) any conduct, situation or circumstance determined by the Board, to have constituted a Conflict of Interest.

### **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**

#### **3.6.1 Reserved Rights of the Board**

The Board reserves the right to:

- (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 clarification or the submission of supplementary written information in relation to the clarification request 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) waive formalities and accept bids that substantially comply with the requirements of this ITT;
- (f) verify with any bidder or with a third party any information set out in a bid;
- (g) check references other than those provided by any bidder;
- (h) 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;
- (i) select a bidder other than the bidder whose bid reflects the lowest cost to the Board;
- (j) cancel this ITT process at any stage;
- (k) cancel this ITT process at any stage and issue a new ITT for the same or similar deliverables;
- (l) accept any bid in whole or in part; or
- (m) 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 contract will consist of:

- a) A written agreement based upon CCDC2 – 2020 stipulated price contract, as amended with the Board's supplementary conditions. (Annex 1)
- b) Supplemented by a Purchase Order issued by the Board and the successful respondent quotation. The Board's Purchase Order Terms and Conditions can be found in Annex 2.
- c) And the Supplier Performance Evaluation Protocol. (Annex 3)

## APPENDIX B – SUBMISSION FORM

### 1. 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.	
Full Legal Name of Bidder:	
Tender Reference:	<b>ITT 2025-18 General Contractor Services for Daycare addition project at ÉEC Sainte-Marguerite-Bourgeoys, Brantford</b>
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:	

### 2. 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 its bid.

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in Pricing (Appendix C) in particular. 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.

#### 4. 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.

#### 5. No Prohibited Conduct

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

#### 6. Conflict of Interest

The bidder must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the ITT. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the bid; **AND** (b) were employees of the Board within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

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

- The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

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#### 7. 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 evaluation this bid.

**8. Bid Irrevocable**

The bidder agrees that its tender shall be irrevocable for a period of Ninety (90) days following the Submission Deadline.

**9. Execution of Agreement**

The bidder agrees that in the event its bid is selected by the Board, in whole or in part, it will finalize and execute the Agreement in the form set out in Appendix A to this ITT in accordance with the terms of this ITT.

\_\_\_\_\_  
Signature of Respondent Representative

\_\_\_\_\_  
Name of Respondent Representative

\_\_\_\_\_  
Title of Respondent Representative

\_\_\_\_\_  
Date

I have the authority to bind the respondent.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their bids, or, if there is no table below, by completing the attached form and including it in their bids.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, 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 to the Board, 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.

### 2. Evaluation of Pricing

Pricing is worth **100 points** of the total score as follows:

<b>Mandatory Rated requirement</b>	<b>Available points</b>
Total Base Bid Price = Lump Sum Price as per Deliverables	100 Points
<b>Total Available points</b>	100 Points

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each respondent will receive a percentage of the total possible points allocated to price for the particular category it has submitted a quotation for, which will be calculated in accordance with the following formula:

$$\textit{lowest price} \div \textit{proponent's price} \times \textit{weighting} = \textit{proponent's pricing points}$$

### 3. Required Pricing Information

#### a) Base Bid Price

Description	Unit of Measure	Total (\$CAD) excl. HST
<b>Base Bid Price: General Contractor Services for Daycare addition project at ÉEC Sainte-Marguerite-Bourgeoys, Brantford (*)</b>	Lump Sum	
<b>Cash Allowances</b>	\$ CAD	<b>70,000</b>
<b>Total Base Bid Price (HST excluded)</b>	Lump Sum	

**(\*) Please do not include Cash allowances in the Base Bid Price, see details in section Cash allowances – Details**

#### b) Base Bid Price breakdown

Proponents are requested to provide the cost breakdown of their submitted Base Bid Price.

Breakdown	Cost (\$CAD) excl. HST
Site Work	\$
Mechanical Site Services	\$
Paving (Asphalt and concrete)	\$
Excavation & Foundations	\$
Structure & Sub-structure	\$
Roofing	\$
Partition, Doors, Windows & Finishes	\$
Mechanical (Heating & Ventilation)	\$
Mechanical (Plumbing)	\$
Electrical	\$
General Requirements & Fees	\$
Cash Allowances	\$ 70,000
<b>Total Base Bid Price (HST excluded)</b>	<b>\$</b>

**c) Cash allowances - Details**

Include a total of **CAD \$ 70,000.00** in the Contract for the following cash allowances:

- .1 Independent inspection and testing
- .2 PA
- .3 Data
- .4 Voice system extension
- .5 Interior Signage
- .6 Air and Water Balancing
- .7 Security system & Access Control installation and wiring
- .8 Intercom (Aiphone) system and wiring
- .9 CCTV system equipment
- .10 Keying
- .11 Window coverings
- .12 Fire safety plan
- .13 Designated hazardous substance removal
- .14 Firestopping not otherwise indicated
- .15 Landscaping
- .16 Work related to unforeseen municipal requirements

**d) Labour Rates**

Labour Rates may apply to work that might arise as a result of addition to scope of work.

<b>Line Item</b>	<b>Trade</b>	<b>Description of Trade</b>	<b>Regular Hourly Rate (\$CAD)</b>	<b>Premium Hourly Rate (\$CAD)</b>
1	Electrician			
2	General Labour			
3	Carpenter			
4	Plumber			
5	Other (Please specify)			

**e) Subcontractors**

Please include the list of subcontractors in the following table:

Line Item	Subcontractor	Division / Section of Work
1	Mechanical	
2	Electrical	
3	Masonry	
4	Aluminum Windows and Curtain Wall	
5	Millwork	
6	Roofing	

**f) Unit Rates**

Please provide your Unit Rates in the following table:

Material	Unit	Unit Cost
Excavation, by hand	m3	\$
Compacted Granular Fill, as specified	m3	\$
Excavation of organic material and removal from site	m3	\$
Excavation of existing fill	m3	\$
Excavation of existing fill and stockpile on site	m3	\$
Removal from site of existing fill	m3	\$
Removal from site and disposal of contaminated existing fill	m3	\$
Fill Type F1: 19 mm Crusher Run Limestone, in accordance with OPSS. Prov 1010, imported and compacted on site	m3	\$
Fill Type F2: 50 mm Crusher Run Limestone, in accordance with OPSS. Prov 1010, imported and compacted on site	m3	\$
Fill Type F3: Clear crushed limestone, free of shale, clay, friable material, sand and debris, Gradations as follows: Minimum size 16mm, maximum size 19mm, imported and compacted on site	m3	\$
Fill Type F4: Native on site soil, approved by the geotechnical engineer, free of rocks larger than 75 mm, organic or foreign material with a moisture content within 2% of the optimum value and compacted on site	m3	\$
Fill Type F5: Imported soil, approved by the geotechnical engineer, free of rocks larger than 75 mm, organic or foreign material with a moisture content within 2% of the optimum value, imported and compacted on site.	m3	\$



Material	Unit	Unit Cost
Fill Type F6: Granular A material, in accordance with OPSS. Prov 1010, Imported compacted on site	m3	\$
Fill Type F7: Granular B Type1 material, in accordance with OPSS. Prov 1010, Imported compacted on site	m3	\$
Asphalt paving, including stone base as specified in soil report, in place (light)	m2	\$
Asphalt paving, including stone base as specified in soil report, in place (heavy)	m2	\$
Painting: Concrete block new	m2	\$
Painting: GWB or metal existing	m2	\$
Fencing: 4ft high black vinyl fence as per existing. Incl. Top rail, Line post, terminal post, loop caps, bottom wire and other required accessories.	m	\$
Fencing: 6ft high black vinyl fence as per existing. Incl. Top rail, Line post, terminal post, loop caps, bottom wire and other required accessories.	m	\$
Fencing: 8ft high black vinyl fence as per existing. Incl. Top rail, Line post, terminal post, loop caps, bottom wire and other required accessories.	m	\$

## **APPENDIX D – ITT PARTICULARS**

### **A. THE DELIVERABLES**

The Board is seeking Bids for **General Contractor Services for a Daycare Addition project at ÉÉC Sainte-Marguerite-Bourgeoys in Brantford.**

The following documents detail the scope of work along with the deliverables requested. These documents (in Appendix E - Additional Appendices) are included in the Bidding documents and form part of the Bidding Document:

- Annex 1 - Supplementary Provisions - CCDC2-2020
- Annex 2 - The Board's Purchase Order Terms and Conditions
- Annex 3 - Supplier performance evaluation protocol
- Annex 4 - IFT drawings set
- Annex 5 - IFT Specifications
- Annex 6 - Geotechnical Investigation Report
- Annex 7 - Soil-Mat granular compaction report
- Annex 8 - Annual Hazardous Building Materials Reassessment
- Annex 9 - Stage 2 Archaeological Assessment
- Annex 10 - Arborist Report

#### **Work schedule:**

Site work may begin as early as **June 1st, 2025**, with substantial completion date of **July 1st, 2026**. Please refer to Annex 4 and Annex 5 to review the complete work schedule.

With the above in mind, please provide an overall schedule at time of submission.

### **B. MATERIAL DISCLOSURES**

As per Appendix E, if applicable.

### **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**

The Board is requesting bonds from all Bidders. If the bond(s) are missing, the Bid will be rejected. Bonds provided must be from a Surety Company approved to do business in Ontario. No interest will be paid on a bond held by the Board. The two types of bonds required are:

- **Bid Bond** – the purpose is to ensure that the Contractor will effectively enter into the Contract within the time required. The bond amount will represent ten (10) % of the total contract value. A certified cheque for this amount is an acceptable substitute for a bid bond. The certified cheque will be deposited and retained as security until the work commences by the successful Contractor to the complete satisfaction of the designated Board representative. A scanned copy of a certified cheque or Bid Bond as prescribed above, must be included in your online bid submission.
- **Agreement to Bond** – the purpose is to provide assurance to the Board that the Bidder can provide the necessary securities to ensure performance. The Performance Bond shall be in the amount of 50% Performance and a 50% Labour and Material. In lieu of a Performance Bond, a certified cheque in the amount of 50% of the amount of the awarded bid, may be presented to the Board upon notification of tentative bid award. The certified cheque must be presented to the Board within 48 hours of notice. If the certified cheque is not presented, the Board will award the tender or a portion thereof to the next most responsive and responsible Bidder.

**Cost of Bonds shall be included in the pricing quoted. Costs of bonds will NOT be treated as an extra to the contract.**

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

- Preliminary Work schedule
- Annex 1 - CSCMonAvenir\_Supplementary Provisions\_CCDC2\_2020 - last page to be signed
- Annex 3 - Supplier Performance Evaluation Protocol - last page to be signed

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

As per the Annexes.

## E. PRE-CONDITIONS OF AWARD

The successful respondent shall provide to the Board, within Five (5) business days of notice of selection, the following documents:

- (a) A copy of its Commercial General Liability Insurance with a minimum coverage of Five million dollars (\$5,000,000) per occurrence for liability without utilizing any umbrella clause, with the Board as an additional insured.
- (b) The Contact information of the Key Personnel assigned to the project
- (c) A copy of its WSIB Clearance Certificate.
- (d) The Police Criminal Check - Compliance Form. The Board will provide this Form at the time of the notice of selection.
- (e) Any additional documents requested by the Board

## F. RATED CRITERIA

The following sets out the categories, weightings and descriptions of the rated criteria of the ITT. Proponents who do not meet a minimum threshold score for a category will not proceed to the next stage of the evaluation process.

<b>Rated Criteria Category</b>	<b>Weighting (Points)</b>	<b>Minimum Threshold</b>
<b>i. Current project workload</b>	<b>Pass/Fail</b>	Pass
<b>ii. Pricing</b> (See Appendix C for details)	<b>100 points</b>	N/A
<b>Total Points</b>	<b>100 points</b>	N/A

### i. Current project workload

Each proponent is required to provide a detailed list of all ongoing projects their company is currently engaged in, along with a brief description and the completion percentage for each project. This information must be submitted through the online Bids & Tenders table.

## **APPENDIX E – ANNEXES**

The following documents are included in the bidding package and form part of the Bidding Document. They must be downloaded through the online platform Bids & Tenders:

- Annex 1 - Supplementary Provisions - CCDC2-2020
- Annex 2 - The Board's Purchase Order Terms and Conditions
- Annex 3 - Supplier performance evaluation protocol
- Annex 4 - IFT drawings set
- Annex 5 - IFT Specifications
- Annex 6 - Geotechnical Investigation Report
- Annex 7 - Soil-Mat granular compaction report
- Annex 8 - Annual Hazardous Building Materials Reassessment
- Annex 9 - Stage 2 Archaeological Assessment
- Annex 10 - Arborist Report

# 2025-18 - General Contractor Services for Daycare Addition project at ÉÉC Sainte-Marguerite-Bourgeoys, Brantford

Opening Date: February 13, 2025 1:00 PM

Closing Date: March 6, 2025 2:00 PM

## Online Bid Forms

**The following pages are generated by the bidding system and are for reference only. The information must be submitted online through the bidding system.**

---

**Schedule of Prices**

The Bidder hereby Bids and offers to enter into the Contract referred to and to supply and do all or any part of the Work which is set out or called for in this Bid, at the unit prices, and/or lump sums, hereinafter stated. HST is additional.

\* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the board.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

**Base Bid Price**

**Stipulated Bid Price Instructions:**

- a) Lump Sum price is for Work as indicated in tender documents,
- b) Price listed hereunder do not include HST.

Note: The associated cost for the Proposal shall be **inclusive of all disbursements and site visits**.

**Important: (\*) Please do not include Cash allowances in the Base Bid Price, see details in section Cash allowances – Details.**

Description	Unit of Measure	Total (\$ CAD) excl. HST *
Base Bid Price: General Contractor Services for Daycare addition project at ÉÉC Sainte Marguerite Bourgeoys, Brantford (*)	Lump Sum	
Cash Allowances	\$ CAD	
Total Base Bid Price (HST excluded)	Lump Sum	

**Base Bid Price breakdown**

Proponents are requested to provide the breakdown of their submitted base bid price.

**The total base bid price from the “base bid price table” must align with the total base bid price from the “base bid price breakdown table”.**

Please indicate 'N/A' if a cost does not apply.

Breakdown	Cost (\$CAD) excl. HST *
Site Work	
Mechanical Site Services	
Paving (Asphalt and concrete)	
Excavation & Foundations	
Structure & Sub-structure	
Roofing	
Partition, Doors, Windows & Finishes	
Mechanical (Heating & Ventilation)	
Mechanical (Plumbing)	
Electrical	
General Requirements & Fees	
Cash Allowances	
Total Base Bid Price (HST excluded)	

## Labour Rates

Labour Rates may apply to work that might arise as a result of addition to scope of work.

### Price Instructions:

- a) Price is for Work as indicated in tender documents,
- b) Price listed hereunder do not include HST.

Note: The associated cost for the Proposal shall be **inclusive of all disbursements and site visits**.

Trade	Description of Trade	Regular Hourly Rate (\$CAD, excl. HST)	Premium Hourly Rate (\$CAD, excl. HST)
Electrician			
General Labour			
Carpenter			
Plumber			
Other (Please specify)			

## Unit Rates

### Price instructions

All prices are in canadian funds and exclusive of HST.

Material	Unit	Unit Cost (\$CAD) HST excl. *
Excavation, by hand	m3	
Compacted Granular Fill, as specified	m3	
Excavation of organic material and removal from site	m3	
Excavation of existing fill	m3	
Excavation of existing fill and stockpile on site	m3	
Removal from site of existing fill	m3	
Removal from site and disposal of contaminated existing fill	m3	
Fill Type F1: 19 mm Crusher Run Limestone, in accordance with OPSS. Prov 1010, imported and compacted on site	m3	
Fill Type F2: 50 mm Crusher Run Limestone, in accordance with OPSS. Prov 1010, imported and compacted on site	m3	
Fill Type F3: Clear crushed limestone, free of shale, clay, friable material, sand and debris, Gradations as follows: Minimum size 16mm, maximum size 19mm, imported and compacted on site	m3	
Fill Type F4: Native on site soil, approved by the geotechnical engineer, free of rocks larger than 75 mm, organic or foreign material with a moisture content within 2% of the optimum value and compacted on site	m3	
Fill Type F5: Imported soil, approved by the geotechnical engineer, free of rocks larger than 75 mm, organic or foreign material with a moisture content within 2% of the optimum value, imported and compacted on site.	m3	
Fill Type F6: Granular A material, in accordance with OPSS. Prov 1010, Imported compacted on site	m3	
Fill Type F7: Granular B Type1 material, in accordance with OPSS. Prov 1010, Imported compacted on site	m3	
Asphalt paving, including stone base as specified in soil report, in place (light)	m2	
Asphalt paving, including stone base as specified in soil report, in place (heavy)	m2	
Painting: Concrete block new	m2	
Painting: GWB or metal existing	m2	
Fencing: 4ft high black vinyl fence as per existing. Incl. Top rail, Line post, terminal post, loop caps, bottom wire and other required accessories.	m	
Fencing: 6ft high black vinyl fence as per existing. Incl. Top rail, Line post, terminal post, loop caps, bottom wire and other required accessories.	m	
Fencing: 8ft high black vinyl fence as per existing. Incl. Top rail, Line post, terminal post, loop caps, bottom wire and other required accessories.	m	



## Cash Allowances - Details

Include a total of **CAD \$ 70,000.00** in the Contract for the following cash allowances:

- .1 Independent inspection and testing
- .2 PA
- .3 Data
- .4 Voice system extension
- .5 Interior Signage
- .6 Air and Water Balancing
- .7 Security system & Access Control installation and wiring
- .8 Intercom (Aiphone) system and wiring
- .9 CCTV system equipment
- .10 Keying
- .11 Window coverings
- .12 Fire safety plan
- .13 Designated hazardous substance removal
- .14 Firestopping not otherwise indicated
- .15 Landscaping
- .16 Work related to unforeseen municipal requirements

We will not be submitting for Cash Allowances - Details

Project	Cash Allowances
General Contractor Services for Daycare addition project at ÉÉC Sainte-Marguerite- Bourgeois, Brantford	\$ 70,000

## Bid Questions

Please confirm your HST registration number # Note:  
This number shall appear on all invoices issued by the  
successful Proponent.

Please confirm your Workplace Safety & Insurance  
Board of Ontario (WSIB) account number here. Note:  
At time of entering into the Contract, the Successful  
Proponent, will be required to provide a copy of the  
WSIB Clearance Certificate

## Specifications

### Current Project Workload

Please provide a list of the projects your company is currently working on, along with a brief description and the completion percentage for each project.

Line Item	Project name	Project description	Completion Percentage (%)
1			
2			
3			
4			
5			

## Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project.

## Subcontractors

### List of Sub-contractors

(a) The following are the Subcontractors whose quotations we have employed in the preparations of this tender and whose use we propose should this tender be accepted. We agree not to change subcontractors without the expressed and written approval of the Owner.

(b) Should more than one name be entered beside any category, the Owner shall have the option to choose either trade without a change in the tendered price. (Please note that all subcontractors must be filled in or the tender may be declared void).

Please indicate N/A if you do not use a subcontractor.

(c) List each Subcontractor by his firm's proper legal designation, and to indicate whether his business is carried on as an individual, partnership, or limited company.

Line Item	Division / Section of Work	Subcontractor *
1	Mechanical	
2	Electrical	
3	Masonry	
4	Aluminum Windows and Curtain Wall	
5	Millwork	
6	Roofing	

## Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

It is the Proponent's responsibility to make sure that the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the Owner. If the attached file(s) cannot be opened or viewed, your Bid Call Document may be rejected.

**Important:** When naming your file to be uploaded, please use short title. No more than five (5) short words. Otherwise, your document cannot be opened.

- Appendix B - Submission Form (pages 18 to 20) \* (mandatory)
- Preliminary Work schedule \* (mandatory)
- Annex 1 - CSCMonAvenir\_Supplementary Provisions\_CCDC2\_2020 - last page to be signed \* (mandatory)
- Annex 3 - Supplier Performance Evaluation Protocol - last page to be signed \* (mandatory)
- WSIB Exemption (if applicable) (optional)
- Additional Document (optional)

## BONDING UPLOAD SECTION

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

## Addenda, Terms and Conditions

By submitting an offer in response to this bid opportunity,

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

### CONFLICT OF INTEREST

The respondent must declare all potential Conflicts of Interest, as defined in this stipulated bid opportunity. This includes disclosing the names and all pertinent details of all individuals (employees, advisers, or individuals acting in any other capacity) who (a) participated in the preparation of the quotation; **AND** (b) were employees of the Board within twelve (12) months prior to the Submission Deadline.

To the following question: "Do you have a potential conflict of interest?"

If the respondent selects hereunder the box "No", the respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in this stipulated bid opportunity.

Otherwise, if the respondent declares an actual or potential Conflict of Interest by marking the box "Yes" below, the respondent must set out details of the actual or potential Conflict of Interest.

Based on the above, the undersigned hereby declares whether or not there is a possible conflict of interest as follows:

Do you have a potential conflict of interest?

**Yes**    **No**

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

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

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