



**Invitation to Tender**  
**For**  
**General Contractor Services for Site Improvements at**  
**ÉSC Sainte-Trinité, Oakville**

Invitation to Tender No.: **2025-38**

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

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

**Landscape Architect:** **Hill Design Studio Inc.**  
T 226-686-0700 x 101  
Aaron Hill BLA, OALA  
[www.hilldesign.ca](http://www.hilldesign.ca)

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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 Site improvements at ÉSC Sainte-Trinité, Oakville** as further described in Section A – the Deliverables of the ITT Particulars (Appendix D).

The Board is seeking General Contractor services for site improvements to be completed during the summer of 2025 at the following school:

### **❑ Area 1: GTA**

#### **➤ ÉSC Sainte-Trinité**

2600 Grand Oak Trail, Oakville, ON L6M 0R4

The following documents are included in the bidding package and detail the scope of work along with the deliverables:

- Annex A - Specifications
- Annex B - Drawings
- Annex C - CSCMA Supplementary Provisions - CCDC2-2020
- Annex D - CSCMA Purchase Order Terms and Conditions
- Annex E - Supplier performance evaluation protocol

## **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 respondent will be requested to enter into a contract for the provision of the Deliverables on the terms and conditions set out in the Form of Agreement (Appendix A) (the “Agreement”).

It is the Board’s intention to enter into a contract with One (1) legal entity.

Should a quotation be accepted:

- (a) The contract will run upon award until completion of the project;
- (b) Plus Two (2) year following substantial completion for warranty purposes;
- (c) Additional warranty conditions as per Appendix E - Annexes must prevail for this specific project.

#### **1.4 Recipients**

The following General Contractors have been prequalified by the Board, making them eligible to submit a bid for this project:

#### **Level 2 - Mid to large-size projects between \$122,000 and \$500,000**

##### **➤ Area 1: GTA**

- 1252534 Ontario Ltd o/a Blueberry Contracting
- Anacond Contracting Inc.
- BDA Inc.
- Caird-Hall Construction Inc.
- First Response Environmental 2012 INC.
- GEN-PRO/1320376 Ontario Ltd.
- H.N. Construction Limited
- Inter-All Ltd
- Rutherford Contracting Ltd.
- Torcom Construction Inc
- Trinity Construction Management Limited
- West Metro Contracting Inc.

## 1.5 ITT Timetable

Issue Date of ITT	April 7, 2025
<b>Site Visit / Pre-Bid Meeting</b>  Note: The site visit is NOT mandatory for the subcontractors. It is mandatory for General Contractors. They should meet the Board's Project Officer at the main entrance of the school.	<b>ÉSC Sainte-Trinité</b> 2600 Grand Oak Trail, Oakville, ON, L6M 0R4  <b>April 14, 2025 at 10:00 AM local time</b>  <b>On-site contact:</b> Richard Lehoux, Project Officer Cell: (647) 234-8409.
Deadline for Questions	April 22, 2025 at 12:00 PM local time
Deadline for Issuing Addenda	April 25, 2025
Submission Deadline	May 2, 2025 at 2:00 PM local time
Irrevocability Period	Ninety (90) days
Anticipated Execution Date for Agreement	Upon contract award

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 is responsible for completing a preliminary site inspection to review the site conditions, available space and existing equipment prior to submitting their bid.

It is in the best interest of the Proponent to attend all site visits. If a site visit is mandatory and the Proponent does not attend, the Bid will be rejected.

By attendance, the Board requires that the proponent be present from the beginning to the end of the site visit and follow the instructions and directives provided on-site by the Board's representative or the appointed consultant as requested.

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. However, this does not prevent the Proponent from bidding on other locations where the site visit was attended.

### The sign-in sheet will be the official record of attendance for the Board.

Proponents may request subsequent site visits with or without their subcontractors to review the existing conditions of the site. These subsequent visits are not mandatory. When the Proponent wishes to visit a site before submitting a bid, this visit must be coordinated with the Board Representative or as indicated in this Bid opportunity.

OR

### **Non mandatory site visit**

If no mandatory site meetings are announced, it is RECOMMENDED that all Proponents visit site to review the existing conditions. Any unusual conditions that might affect the Bid should be reported by the Proponent to the Board prior to Bid submission. No allowances or compensation will be approved for errors or difficulties arising from the Proponent's failure to visit the site and review the conditions. When the Proponent wishes to visit a site before submitting a Bid, this visit must be coordinated with the Board Representative or as indicated in this Bid opportunity.

## **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 [\[monavenir.bidsandtenders.ca\]](https://monavenir.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. To withdraw a quotation after the Submission Deadline, a notice of withdrawal must be sent to the ITT Contact and must be signed by an authorized representative of the respondent.

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

Bids shall be irrevocable for a period of 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

- (a) shall report any errors, omissions or ambiguities; and
- (b) 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 prohibit a supplier from participating in a procurement process based on past performance or based on 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 C)
- (b) Supplemented by a Purchase Order issued by the Board and the successful respondent quotation. The Board's Purchaser Order Terms and Conditions are outlined in Annex D.
- (c) The Supplier Performance Evaluation Protocol (Annex E)

## 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.	
<b>ITT # 2025-38</b>	<b>General Contractor Services for Site improvements at ÉSC Sainte-Trinité, Oakville</b>
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:	

### 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 of 100 points.

Pricing will be scored based on a relative pricing formula. Each respondent will receive a percentage of the total possible points allocated to price relative to the lowest bid price, based on the following formula:

$$\text{lowest price} \div \text{respondent's price} \times \text{weighting} = \text{respondent's score}$$

### 3. Required Pricing Information

Respondents are required to provide a Base Bid Price for the following items:

#### a) Base Bid Price

Description	Unit	Total (\$ CAD excl. HST)
Base Bid Price: <b>General Contractor Services for Site improvements at ÉSC Sainte-Trinité, Oakville</b>	Lump Sum	\$
<b>Total Base Bid Price (\$ CAD excl. HST)</b>		<b>\$</b>

## b) Base Bid Price – Cost breakdown

Proponents are requested to provide a detailed cost breakdown of their submitted Base Bid Price:

Item #1 - Site Preparation		Unit	Qty	Unit Price	Total Base Bid Price
1.1	General Mobilization and costs unrelated to line items	Lump Sum	1	\$	\$
1.2	Supply, install, maintain silt fencing, remove once complete	Linear Meter	8	\$	\$
1.3	Supply and install tree protection fencing, remove once complete	Linear Meter	262	\$	\$
1.4	Removals as noted (strip existing sod)	Lump Sum	1	\$	\$
1.5	Removals as noted (existing asphalt)	Lump Sum	1	\$	\$
Item #2 - Tree and Plant Installation		Unit	Qty	Unit Price	Total Base Bid Price
2.1	Acer x freemanii 'Jeffersred' @60mm cal	Each	5	\$	\$
2.2	Acer ginnala 'Flame' @60mm cal	Each	4	\$	\$
2.3	Celtis occidentalis @60mm cal	Each	7	\$	\$
2.4	Ostrya virginiana @60mm cal	Each	12	\$	\$
2.5	Picea pungens @250cm ht	Each	4	\$	\$
2.6	Picea glauca @250cm ht	Each	9	\$	\$
2.7	Pinus strobus @250cm ht	Each	1	\$	\$
2.8	Tilia cordata @60mm cal	Each	8	\$	\$
2.9	Thuja occidentalis @250cm ht	Each	2	\$	\$
2.10	Thuja occidentalis 'Smargd' @150cm ht	Each	1	\$	\$
2.11	Cornus alba 'Bailho' @2gal pot	Each	13	\$	\$
2.12	Deutzia x lemoinei 'Compacta' @2gal pot	Each	1	\$	\$
2.13	Pachysandra terminalis @plug flats of 50	Each	6	\$	\$
2.14	Juniperus procumbens 'Nana' @2gal pot	Each	25	\$	\$
2.15	Calamagrostis acutiflora 'Karl Forester' @1gal pot	Each	18	\$	\$
Item #3 - Hardscape and Landscaping		Unit	Qty	Unit Price	Total Base Bid Price
3.1	Supply and place screened topsoil and sod in noted areas	m2	480	\$	\$
3.2	Supply and install new asphalt for basketball court and subdrain areas	m2	542	\$	\$
3.3	Supply and install two (2) basketball court posts and nets	Lump Sum	1	\$	\$
3.4	Basketball court painted lines	Lump Sum	1	\$	\$
3.5	Pulverize existing field as noted	Lump Sum	1	\$	\$

Item #3 - Hardscape and Landscaping		Unit	Qty	Unit Price	Total Base Bid Price
3.6	Import new topsoil to meet design grades	Lump Sum	1	\$	\$
3.7	Supply and install nursery grown sod for new field and swale by portables	m2	8400	\$	\$
3.8	Remove and reinstall two (2) soccer goals	Lump Sum	1	\$	\$
3.9	Strip 100mm topsoil from southern swale and northern swale, regrade and replace	Lump Sum	1	\$	\$
3.10	Supply and install subdrain as shown in swales, make connection to catch basin	Linear Meter	335	\$	\$
3.11	Supply and install Stormwater Pond Hydroseed mix on south swale	m2	719	\$	\$
3.12	Repair garden beds (weed, clear debris, 100mm depth mulch) along Grand Oak Trail	m2	337	\$	\$
3.13	Restore disturbed areas	Lump Sum	1	\$	\$
<b>Total Base Bid Price (\$ CAD excl. HST)</b>					<b>\$</b>

### c) List of subcontractors

Proponents are required to provide a list of subcontractors, if any, that they intend to work with on this project. This information is mandatory and must be included in the submission. No changes to this list are permissible without the written approval of the Board.

Line Item	Division / Section of Work	Firm's name	Physical address	Contact Name	Contact Details
1					
2					
3					
4					
5					

Each subcontractor has been consulted about the proposed work schedule, advised of the project details, and made fully aware of its scope and requirements. All subcontractors will carry out their work in compliance with the contract documents.

## APPENDIX D – ITT PARTICULARS

### A. THE DELIVERABLES

The Board is seeking General Contractor services for site improvements to be completed during the summer of 2025 at the following school:

#### ❑ Area 1: GTA

##### ➤ ÉSC Sainte-Trinité

2600 Grand Oak Trail, Oakville, ON L6M 0R4

The following documents are included in the bidding package and detail the scope of work along with the deliverables:

- Annex A - Specifications
- Annex B - Drawings
- Annex C - CSCMA Supplementary Provisions - CCDC2-2020
- Annex D - CSCMA Purchase Order Terms and Conditions
- Annex E - Supplier performance evaluation protocol

### **Work Schedule**

Please note the following constraints:

- Site work to begin on June 27, 2025, with a substantial completion date of August 15, 2025. Full completion must be achieved by **August 22, 2025**.

With the above in mind, please provide an **overall work/project schedule including the lead time for material and equipments** at the time of submission, when applicable.

### B. MATERIAL DISCLOSURES

- 1. United States (U.S.) businesses are not eligible to participate in this bid opportunity and therefore, cannot submit a bid in accordance with the Procurement Restriction Policy issued under the authority of the Management Board of Cabinet Act and the Broader Public Sector Accountability Act, 2010.**

A U.S. business means a supplier, manufacturer or distributor of any business structure (includes a sole proprietorship, partnership, corporation or other business structure) that:

- a) has its headquarters or main office located in the U.S., **and**
- b) has fewer than 250 full-time employees in Canada at the time of the applicable procurement process.

If a bidder is a subsidiary of another corporation, part a) of the definition above is met if that bidder is controlled by a corporation that has its headquarters or main office located in the U.S.

**2. Technical specifications:** Please refer to Appendix E – Annexes for detailed technical specifications.

## **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**

Each quotation must include the following documents a **Bid Bond and Agreement to bond**.

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.

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

Each quotation must include the following documents:

- **Overall work/project schedule including the lead time for materials and equipments**
- **Annex C - CSCMA Supplementary Provisions\_CCDC2-2020 – last page to be completed**
- **Annex E - Supplier Performance Evaluation Protocol – last page to be completed**
- **List of proposed subcontractors**
- **The respondent's responses to mandatory Bid Questions**

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

Please refer to APPENDIX E – 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 your Commercial General Liability Insurance with a minimum coverage of Ten million dollars (\$ 10,000,000), with the Board as an additional insured
- (b) A copy of your Automobile Liability Insurance with a minimum coverage of Five million dollars (\$ 5,000,000), with the Board as an additional insured
- (c) The Contact information of the staff assigned to this project
- (d) A copy of your WSIB Clearance Certificate
- (e) The Police Criminal Check - Compliance Form. The Board will provide this Form at the time of the notice of selection
- (f) Any additional documents requested by the Board

## **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 A - Specifications
- Annex B - Drawings
- Annex C - CSCMA Supplementary Provisions - CCDC2-2020
- Annex D - CSCMA Purchase Order Terms and Conditions
- Annex E - Supplier performance evaluation protocol

# 2025-38 - General Contractor Services for Site Improvements at ÉSC Sainte-Trinité, Oakville

Opening Date: April 7, 2025 4:45 PM

Closing Date: May 2, 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.

Description	Unit of Measure	Total (\$ CAD excl. HST) *
Base Bid Price: General Contractor Services for Site improvements at ÉSC Sainte-Trinité, Oakville	Lump Sum	*
Total Base Bid Price	\$ CAD excl. HST	*

Base Bid Price - Cost Breakdown

Proponents are requested to provide a detailed cost breakdown of their submitted Base Bid Price:

Stipulated Bid Price Instructions:

- a) Base Bid 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.
- The Total Base Bid Price from this table must align with the Total Base Bid Price from the Base Bid Price table.

Item	#	Description	Unit	Quantity	Unit Price *	Total Base Bid Price (\$ CAD) excl. HST *
Item # 1 - Site Preparation	1.1	General Mobilization and costs unrelated to line items	Lump Sum	1		*
Item # 1 - Site Preparation	1.2	Supply, install, maintain silt fencing, remove once complete	Linear Meter	8		*
Item # 1 - Site Preparation	1.3	Supply and install tree protection fencing, remove once complete	Linear Meter	262		*
Item # 1 - Site Preparation	1.4	Removals as noted (strip existing sod)	Lump Sum	1		*
Item # 1 - Site Preparation	1.5	Removals as noted (existing asphalt)	Lump Sum	1		*
Item #2 - Tree and Plant Installation	2.1	Acer x freemanii 'Jeffersred' @60mm cal	Each	5		*
Item #2 - Tree and Plant Installation	2.2	Acer ginnala 'Flame' @60mm cal	Each	4		*
Item #2 - Tree and Plant Installation	2.3	Celtis occidentalis @60mm cal	Each	7		*
Item #2 - Tree and Plant Installation	2.4	Ostrya virginiana @60mm cal	Each	12		*
Item #2 - Tree and Plant Installation	2.5	Picea pungens @250cm ht	Each	4		*
Item #2 - Tree and Plant Installation	2.6	Picea glauca @250cm ht	Each	9		*
Item #2 - Tree and Plant Installation	2.7	Pinus strobus @250cm ht	Each	1		*
Item #2 - Tree and Plant Installation	2.8	Tilia cordata @60mm cal	Each	8		*
Item #2 - Tree and Plant Installation	2.9	Thuja occidentalis @250cm ht	Each	2		*
Item #2 - Tree and Plant Installation	2.10	Thuja occidentalis 'Smargd' @150cm ht	Each	1		*
Item #2 - Tree and Plant Installation	2.11	Cornus alba 'Bailho' @2gal pot	Each	13		*
Item #2 - Tree and Plant Installation	2.12	Deutzia x lemoinei 'Compacta' @2gal pot	Each	1		*
Item #2 - Tree and Plant Installation	2.13	Pachysandra terminalis @plug flats of 50	Each	6		*
Item #2 - Tree and Plant Installation	2.14	Juniperus procumbens 'Nana' @2gal pot	Each	25		*
Item #2 - Tree and Plant Installation	2.15	Calamagrostis acutiflora 'Karl Forester' @1gal pot	Each	18		*
Item #3 - Hardscape and Landscaping	3.1	Supply and place screened topsoil and sod in noted areas	m2	480		*
Item #3 - Hardscape and Landscaping	3.2	Supply and install new asphalt for basketball court and subdrain areas	m2	542		*
Item #3 - Hardscape and Landscaping	3.3	Supply and install basketball court post and net	Lump Sum	2		*
Item #3 - Hardscape and Landscaping	3.4	Basketball court painted lines	Lump Sum	1		*
Item #3 - Hardscape and Landscaping	3.5	Pulverize existing field as noted	Lump Sum	1		*
Item #3 - Hardscape and Landscaping	3.6	Import new topsoil to meet design grades	Lump Sum	1		*
Item #3 - Hardscape and Landscaping	3.7	Supply and install nursery grown sod for new field and swale by portables	m2	8400		*
Item #3 - Hardscape and Landscaping	3.8	Remove and reinstall two (2) soccer goals	Lump Sum	1		*
Item #3 - Hardscape and Landscaping	3.9	Strip 100mm topsoil from southern swale and northern swale, regrade and replace	Lump Sum	1		*
Item #3 - Hardscape and Landscaping	3.10	Supply and install subdrain as shown in swales, make connection to catch basin	Linear Meter	335		*
Item #3 - Hardscape and Landscaping	3.11	Supply and install Stormwater Pond Hydroseed mix on south swale	m2	719		*
Item #3 - Hardscape and Landscaping	3.12	Repair garden beds (weed, clear debris, 100mm depth mulch) along Grand Oak Trail	m2	337		*
Item #3 - Hardscape and Landscaping	3.13	Restore disturbed areas	Lump Sum	1		*
N/A	N/A	Total Base Bid Price	(\$ CAD excl. HST)	N/A		*

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

Does your company have its headquarters or main office located in the United States? (Yes/No)

Does your company employ fewer than 250 full-time employees in Canada at the time of this procurement process? (Yes/No)

Sub-Contractors

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

Subcontractors (mandatory information)

List of Subcontractors

Proponents are required to provide a list of subcontractors, if any, that they intend to work with on this project. This information is mandatory and must be included in the submission. No changes to this list are permissible without the written approval of the Board.

Each subcontractor has been consulted about the proposed work schedule, advised of the project details, and made fully aware of its scope and requirements. All subcontractors will carry out their work in compliance with the contract documents.

Please tick the below box if you will perform the project with your Own forces.

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

Line Item	Type of Subcontractor	Firm's name	Physical address	Contact Name	Contact Details
1					
2					
3					
4					
5					

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)
- Overall work/project schedule including the lead time for material and equipments \* (mandatory)
- Annex C - CSCMA Supplementary Provisions\_CCDC2-2020 – last page to be completed \* (mandatory)
- Annex E - Supplier Performance Evaluation Protocol – last page to be completed \* (mandatory)
- 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.		