



BID CALL FOR SECOND STAGE PROPOSALS FROM ELIGIBLE CONTRACTORS

Project: 230467-247385 - Absorption Chiller Decommissioning

Project Address: 777 Memorial Avenue, Orillia ON L3V73V

Issuance Date: 4/16/2025

This Bid Call closes
2:00 pm EST on May 8, 2025
unless otherwise stated in an Addendum.

**ONLY ELIGIBLE CONTRACTORS ON COLLIERS' VOR LIST
INVITED SPECIFICALLY TO THIS SOLICITATION MAY SUBMIT
SECOND STAGE PROPOSALS FOR THIS PROJECT**

BID CALL FOR SECOND STAGE PROPOSALS FROM ELIGIBLE CONTRACTORS**LIST OF BID CALL DOCUMENTS**

The Bid Call Documents include all plans, drawings, specifications, reports and other documents included as part of the Bid Call Documents in the Electronic Bidding System. Without limiting the foregoing, the following form part of Bid Call Documents and are accessible to all Eligible Contractors in the Electronic Bidding System:

- Bid Call which is comprised of:
 - Cover Page
 - List of Bid Call Documents
 - Instructions to Bidders
 - Exhibit A to Bid Call – Project Contract Form
 - Exhibit B to Bid Call – Reference Projects
 - Exhibit C to Bid Call – Compliance Form
 - Exhibit D to the Bid Call – Bid Form
 - Exhibit E to Bid Call – Cost Breakdown
 - Exhibit F to Bid Call – Insurance Information

Dwg No.	Title
A0	Cover Sheet
A1	Partial Roof Plan
A2	Details
A3	Details
Specification List	
Division 01	General Requirements
Division 02	Existing Conditions
Division 06	Wood, Plastics and Composites
Division 07	Thermal and Moisture Protection

END OF LIST OF BID CALL DOCUMENTS

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

1.1 Project Description: Colliers Project #-IO Project # Project Name

1.2 General Description of Work

The scope of this project involves the supply of all labour and all material for the complete removal and disposal of all roofing components down to the existing roof deck, and the installation of new roofing system as per Specifications and Drawings on roof sections 101 and 201.

1.3 Bid Call Schedule

(1) The following are the milestones dates for this Bid Call Process:

Bid Call Issuance Date:	4/16/2025
Visit to Place of the Work:	April 23, 2025, at 1:00 pm EST
Query End Date:	2 business days prior to close
Bid Closing Date and Time:	2:00 pm EST on May 8, 2025

(2) The following are the Key Milestones for the Work:

Substantial Performance of the Work:	July 31, 2025
Ready-for-Takeover:	August 5, 2025
Total Performance of the Work:	August 29, 2025

(3) Time will be of the essence of in this Bid Call Process and in performance of the Contractor's obligations under the Project Contract Form.

1.4 Definitions

For this Bid Call, including in all Bid Call Documents except as otherwise expressly stipulated therein, the following terms shall have the meanings set out in this Section 1.4:

(1) "Colliers":

Colliers Project Leaders Inc.
5255 Orbitor Drive Mississauga

Tel: (613) 893-6856
Contact: Farid Kuraishi
Email: Farid.Kuraishi@colliersprojectleaders.com

“Consultant” means MAT 4SITE ENGINEERS LTD.

(2) **“Addenda”** means any addenda to this Bid Call issued by Colliers in writing through the Electronic Bidding System (each an **“Addendum”**).

(3) **“Advisor”** means any Person retained to provide professional advice to any one of Colliers or a Bid Team Member, as applicable.

(4) **“Affiliate”** has the meaning given in the Master Agreement.

(5) **“Bid Call”** means this Bid Call for Second Stage Proposals from Eligible Contractors.

(6) **“Bid Call Documents”** means the plans, drawings, specifications, reports and other documents issued by Colliers in connection with this Bid Call as identified in the “List of Bid Call Documents” and as otherwise included as part of the Bid Call Documents in the Electronic Bidding System.

(7) **“Bid Call Process”** means the process for this Bid Call from the date of issuance of Bid Call until Colliers’ execution of the Contract with the Successful Bidder or until such other end to the process as set out in the Bid Call Documents.

(8) **“Bid Closing Date”** means the date for closing of this Bid Call as stipulated in Section 1.3(1) of the Instructions to Bidders.

(9) **“Bidder”** means an Eligible Contractor that elects to participate in this Bid Call Process and submit a Second Stage Proposal.

(10) **“Bidder Person”** means all Bid Team Members and each of their respective Advisors, directors, officers, shareholders, employees, agents and representatives engaged by the Bidder in respect of this Bid Call, including the Project, the Work and the Contract.

(11) **“Bid Form”** means the “Bid Form” forming part of this Bid Call and attached hereto as Exhibit D.

(12) **“Bid Price”** means the sum (exclusive of Value Added Taxes) for performance of the Work stipulated by the Contractor in Part 2 – Bid Form of its Second Stage Proposal.

(13) **“Bid Price Score”** means the Bidder’s score for its Part 2 – Bid Form submission as part of its Second Stage Proposal.

(14) **“Bid Team Member”** means each Person associated with the Bidder’s Second Stage Proposal, including without limitation the Bidder and its proposed Subcontractors and Suppliers and any of their respective subcontractors or sub suppliers and all Key Individuals.

(15) **“Bid Validity Period”** means the period commencing from the date of issuance of this Bid Call to the date that is 60 calendar days after the Bid Closing Date.

(16) **“Claims”** has the meaning given in the Master Agreement.

- (17) **“Colliers Furnished Documents”** has the meaning given in the Master Agreement.
- (18) **“Colliers Project Plans, Policies, Procedures, Guidelines and Other Requirements”** has the meaning given in the Master Agreement.
- (19) **“Commercially Confidential RFI”** has the meaning given in Section 3.6(2)(b) of the Instructions to Bidders.
- (20) **“Commissioning”** has the meaning given in the Master Agreement.
- (21) **“Compliance Form”** means the “Compliance Form” forming part of this Bid Call and attached hereto as Exhibit C.
- (22) **“Confidential Information”** has the meaning given in the Master Agreement. For certainty, Confidential Information includes all such information disclosed or received in the course of and as a result of this Bid Call.
- (23) **“Confidentiality Agreement”** has the meaning given in the Master Agreement.
- (24) **“Conflict of Interest”** has the meaning given in the Master Agreement.
- (25) **“Consequential Damages”** has the meaning given in the Master Agreement.
- (26) **“Contact Person”** means the contact identified in the Electronic Bidding System.
- (27) **“Contract”** means the contract to be entered into by Colliers and the Successful Bidder in the form of the Project Contract Form.
- (28) **“Contract Form”** means the form of contract included in the Master Agreement for use by Colliers with Successful Bidders (as such Contract Form may be amended, modified, replaced or substituted by Colliers from time to time in accordance with the Master Agreement).
- (29) **“Contract Time”** has the meaning given in the Master Agreement. For certainty, the Contract Time shall include all Key Milestones identified in Section 1.3(2) of this Instructions to Bidders.
- (30) **“Contractor”** means a contractor invited by Colliers to receive this Bid Call and participate in this Bid Call Process.
- (31) **“Contract Documents”** has the meaning given in the Project Contract Form.
- (32) **“Electronic Bidding System”** means the electronic bidding system designated by Colliers for use for this Bid Call Process.
- (33) **“Eligible Contractor”** means a contractor included in the VOR List and eligible pursuant to the Vendor Performance Program to receive bid calls and provide second stage proposals for projects.
- (34) **“General RFI”** has the meaning given in Section 3.6(2)(a) of the Instructions to Bidders.

- (35) **“Governmental Authority”** means any federal, provincial or municipal government, parliament or legislature, or any regulatory authority, agency, tribunal, commission, board or department of any such government, parliament or legislature, or any court or other law, regulation or rule-making entity, each having jurisdiction in the relevant circumstances, including, for clarity, any Person acting under the authority of any Governmental Authority and, with respect to taxes, whether domestic or foreign.
- (36) **“Handle”** has the meaning given in the Master Agreement.
- (37) **“Indemnitees”** has the meaning given in the Master Agreement.
- (38) **“Infrastructure Ontario”** or **“IO”** means Ontario Infrastructure and Lands Corporation, the statutory agent and delegate of His Majesty the King in Right of Ontario, as represented by the Minister of Infrastructure or his or her authorized successor.
- (39) **“Instructions to Bidders”** means the Instructions to Bidders forming part of this Bid Call.
- (40) **“Key Individual”** has the meaning given in the Project Contract Form.
- (41) **“Key Milestone”** has the meaning given in the Master Agreement
- (42) **“Laws”** has the meaning given in the Master Agreement.
- (43) **“Master Agreement”** means the Master Agreement between Colliers and the Contractor for the PMSP Program.
- (44) **“Notice of Award”** means the written notice issued by Colliers to the Successful Bidder confirming Colliers’ intent to enter into the Contract with such Successful Bidder.
- (45) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, company or corporation with or without share capital, trust, trustee, executor, administrator or other legal personal representative, Governmental Authority or entity however designated or constituted.
- (46) **“Personal Information”** has the meaning given in the Master Agreement. For certainty, Personal Information includes all such information Handled by Contractor in the course of and as a result of this Bid Call.
- (47) **“PMSP Program”** means Colliers engagement with contractors, consultants and other service providers, including the Contractor, for the performance and supply of certain services, work, materials and other activities for various projects.
- (48) **“Place of the Work”** has the meaning given in the Master Agreement.
- (49) **“Product”** has the meaning given in the Master Agreement.
- (50) **“Prohibited Act”** means:

- (a) offering, giving or agreeing to give to Colliers, IO or any public body (or anyone employed by or acting on their behalf), or to any family member of such Person, any gift or consideration of any kind as an inducement or reward:
 - (1) for doing or not doing, or for having done or not having done, any act in relation to a Bidder becoming a Successful Bidder; or
 - (2) for showing or not showing favour or disfavour to any Person in relation to a Bidder's Second Stage Proposal;

provided that this definition shall not apply to a Bid Team Member (or anyone employed by or acting on their behalf) providing consideration to Colliers, IO or any public body in the ordinary course;

- (b) entering into any other agreement with the Owner, IO or any public body in connection with the Project if a commission or a fee has been paid or has been agreed to be paid by any Bid Team Members or any of their Affiliates, or on their behalf or to their knowledge, to Colliers, IO or any public body (or anyone employed by or acting on their behalf), or to any family member of such Person, unless, before the relevant agreement is entered into, particulars of any such commission or fee have been disclosed in writing to Colliers, IO, provided that this definition shall not apply to a fee or commission paid by any Bid Team Member or any of their Affiliates (or anyone employed by or acting on their behalf) to Colliers, IO or any public body pursuant to an agreement where such fee or commission is paid in the ordinary course without contravening the intent of this definition of Prohibited Act;
- (c) engaging in any form of political or other lobbying to influence the outcome of the Bid Call Process;
- (d) contacting, or attempting to contact, either directly or indirectly, at any times during the Bid Call Process, any of the following persons on matters related to the Bid Call Process, the Bid Call Documents or their Bids:
 - (1) any member of the Evaluation Team;
 - (2) any advisor to Colliers, IO, or the Evaluation Team;
 - (3) any employee or representative of,
 - a. Colliers;
 - b. IO;
 - c. Ministry of Infrastructure or any other Ministry, agency; or
 - d. the Premier of Ontario's office or the Ontario Cabinet office;

- e. any Member of the Provincial Parliament (including the Premier) or his or her staff or representatives; or
 - f. any directors, officers, employees, agents, representatives or consultants of any entity listed above.
 - (e) breaching or committing any offence under applicable Laws in respect of corrupt or fraudulent acts in relation to this Bid Call Process; or
 - (f) defrauding or attempting to defraud or conspiring to defraud Colliers, IO or any other public body.
- (51) **“Project”** means the project identified on the cover page to this Bid Call and described in the Bid Call Documents.
- (52) **“Project Contract Form”** means the Contract Form as prepared by Colliers for the Work and Project that form the subject of this Bid Call as included with the Bid Call Documents, including as identified in Exhibit A to this Bid Call.
- (53) **“Project Work Plan”** means the Bidder’s plan for performance of the Work submitted as per Section 4.12 of this Instructions to Bidders.
- (54) **“Restricted Person”** has the meaning given in the Master Agreement.
- (55) **“Query End Date”** means the last date for submission of inquiries related to this Bid Call by Bidders as stipulated in Section 1.3(1) of the Instructions to Bidders.
- (56) **“Reference Projects”** means the list and details of reference projects submitted by the Bidder as per Section 4.11 of this Instructions to Bidders.
- (57) **“RFI”** means a request for information, including a question or request for clarification, regarding this Bid Call submitted by a Bidder in accordance with the Bid Call Process. For certainty, RFI includes General RFIs and Commercially Confidential RFIs.
- (58) **“Second Stage Proposal”** means the submission provided to Colliers by an Eligible Contractor in response to this Bid Call in accordance with the requirements of the Bid Call Documents.
- (59) **“Subcontractor”** has the meaning given in the Master Agreement.
- (60) **“Supplier”** has the meaning given in the Master Agreement
- (61) **“Successful Bidder”** means the Eligible Contractor who has been awarded the Contract by Colliers in accordance with this Bid Call Process as confirmed through Colliers’ issuance of a Notice of Award pursuant to this Bid Call.
- (62) **“Technical Submission”** means all requirements for the Second Stage Proposal to be included and submitted by the Bidder as Part 1 – Technical Submission.

(63) **“Technical Submission Score”** means the Bidder’s aggregated score for its Technical Submission.

(64) **“Total Performance of the Work”** has the meaning given in the Project Contract Form.

(65) **“Total Score”** means the sum of the Technical Submission Score and Bid Price Score.

(66) **“Value Added Taxes”** has the meaning given in the Project Contract Form.

(67) **“Vendor of Record List”** or **“VOR List”** means a listing of contractors that have been prequalified by Colliers for future eligibility to receive bid calls and perform work.

(68) **“Vendor Performance Program”** means Colliers’ policy for monitoring, evaluating and recording vendor performance under and in accordance with the Master Agreement.

(69) **“Work”** means the total scope of construction and related services to be performed by the Successful Bidder under the Contract, including the total decommissioning, construction, Products, installation, Commissioning, checkout, start-up, testing and related services, work and deliverables as set out in, required by, reasonably inferable from or described in the Contract Documents.

(70) **“WSIB”** has the meaning given in the Master Agreement.

2. **APPLICABLE LAW, ATTORNTMENT AND LIMIT ON LIABILITY**

2.1 This Bid Call Process shall be governed and construed in accordance with all applicable Laws.

2.2 The Bidder agrees that,

- (a) any Claim relating to this Bid Call Process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Bidder irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court without regard to conflict of laws principles that would require the application of the laws of another jurisdiction.
- (b) it irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this Bid Call Process on any jurisdictional basis, including forum non convenient; and
- (c) it shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this Section 2 of the Instructions to Bidders.

2.3 Each Bid Team Member and all other entities participating in this Bid Call Process agree that if any Indemnatee is found to be liable, in any way whatsoever, for any act or omission in respect of this Bid Call and/or Bid Call Process, the total aggregate liability of all Indemnitees to any Bid Team Member or any other entity participating in this Bid Call

Process, and the aggregate amount of damages recoverable against all Indemnitees for any matter relating to or arising from this Bid Call and/or any act or omission by any Indemnatee, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or Claim arising from the acts or omissions, negligent or otherwise, of an Indemnatee, shall be no greater than the lesser of the applicable Bidder's cost of preparing its Second Stage Proposal and \$50,000.00. Without limiting the foregoing, the Indemnitees shall have no liability under or in respect of this Bid Call or Bid Call Process for Consequential Damages howsoever arising, including no liability to any Bid Team Member for any Consequential Damages.

3. **BID CALL INFORMATION**

3.1 **Electronic Bidding System and Bid Call Document Availability**

Bid Call Documents will be distributed by Colliers electronically via the Electronic Bidding System which, as of the date of issuance of this Bid Call, is Merx. The designated Electronic Bidding System is subject to change in accordance with the terms of the Master Agreement. Communications to Eligible Contractors in respect of this Bid Call, including issuance of Addenda, may be made by Colliers via the Electronic Bidding System and the Contractor acknowledges and agrees that it is incumbent upon the Contractor to frequently monitor the Electronic Bidding System. Colliers shall have no liability to the Contractor in respect of the Contractor's failure to timely receive or review communications or documentation (including Addenda) transmitted by way of the Electronic Bidding System.

3.2 **Confidentiality Agreement**

(1) Prior to release of the Bid Call Documents or any other Confidential Information to the Bidder and prior to any visit to the Place of the Work each Bidder must have completed and returned the Confidentiality Agreement to Colliers.

(2) Failure to comply with these requirements shall render the potential Bidder ineligible to participate in the mandatory visit to the Place of the Work, to receive the Bid Call Documents, and to become the Successful Bidder.

3.3 **Bid Call Document Examination**

(1) Upon receipt of Bid Call Documents, the Bidder shall verify that the Bid Call Documents are complete. The Bidder shall immediately notify the Owner of any discrepancies, errors, inconsistencies or omissions in the Bid Call Documents.

(2) While Colliers has used considerable efforts to ensure an accurate representation of information in the Bid Call, the information contained in this Bid Call is supplied solely as a guideline for Bidders. Colliers gives no representation whatsoever as to the accuracy or completeness of any of the information set out in this Bid Call, or any other background or reference information or documents prepared by third parties and made available to Bidders. Bidders will make an independent assessment of the accuracy and completeness of such information and will have no claim whatsoever against Colliers or its representatives, agents, consultants and advisors, with respect to such information.

3.4 Conflicts or Inconsistencies in Bid Call Documents

(1) For the purposes of this Bid Call Process, if there are any conflicts or inconsistencies among terms and conditions of the documents comprising the Bid Call Documents the following shall apply:

- (a) In respect of all matters of interpretation of information provided during this Bid Call Process, the documents that will form part of the Contract (including the Project Contract Form, the Contract Documents, the Master Agreement and Confidentiality Agreement) shall prevail over all other Bid Call Documents and for the purposes of resolving conflicts or inconsistencies among all other Bid Call Documents, the following shall be the order of priority: (1) Addenda; (2) Instructions to Bidders; (3) all other Bid Call Documents that will not form part of the Contract.
- (b) For the purposes of resolving conflicts or inconsistencies among the documents that will form part of the Contract (including the Project Contract Form, the Contract Documents, the Master Agreement and Confidentiality Agreement), the provisions of the Project Contract Form dealing with conflicts and inconsistencies shall govern.

(2) Despite Section 3.4(1), if the Bidder believes that there is any term or condition in any Bid Call Documents that is ambiguous, or that conflicts or is inconsistent with any other term or condition in the Bid Call Documents, the Bidder shall notify Colliers of that ambiguity, conflict or inconsistency in the form of a query in accordance with Section 3.5 of this Instruction to Bidders, and, for greater clarity, by the deadline set out in Section 3.5(1) of this Instructions to Bidders.

3.5 Bidder Queries

(1) Bidders may submit to Colliers queries related to this Bid Call, including RFIs, any time prior to 17:00:00(ET) on the Query End Date. Any and all such queries shall be submitted via the Electronic Bidding System.

(2) All replies to queries provided by Colliers, in its sole discretion, shall be issued through the Electronic Bidding System.

(3) No responses to Bidders' queries, whether verbal or in writing, shall be binding upon Colliers unless confirmed by Addendum.

(4) It is the Bidder's obligation to seek clarification from Colliers of any matter it considers to be unclear in accordance with Sections 3.5 and 3.6 of this Instructions to Bidders, and, for greater clarity, by the deadline set out in Section 3.5(1). No Indemnitees shall be responsible in any way whatsoever for any misunderstanding by any Bid Team Member of the Bid Call Documents, the Bid Call Process, Addenda or other responses to RFIs, any documents uploaded to the Electronic Bidding System, or any other type of information provided by or communication made in respect of this Bid Call.

3.6 RFI Query Submission Process

- (1) Without limiting the requirements set out in Section 3.5 of this Instruction to Bidders, the terms of this Section 3.6 shall apply to Bidders when submitting RFIs to Colliers during the Bid Call Process.
- (2) Bidders are permitted to submit RFIs categorized as follows:
- (a) RFIs that are of general application and that would apply to all Bidders (“**General RFIs**”); and
 - (b) RFIs that the Bidder considers to be commercially sensitive or confidential to that particular Bidder (“**Commercially Confidential RFIs**”).
 - (c) If Colliers, in its sole discretion, disagrees with a Bidder’s categorization of an RFI as a Commercially Confidential RFI, Colliers will give the Bidder an opportunity to either categorize the RFI as a General RFI or to withdraw the RFI.
 - (d) If Colliers determines, in its sole discretion, that a Commercially Confidential RFI, even if it is withdrawn by a Bidder, is of general application or would provide a significant clarification of the Bid Call Documents or Bid Call Process to Bidders, Colliers may issue an Addenda that deals with the same subject matter as the withdrawn Commercially Confidential RFI; and
 - (e) If Colliers, in its sole discretion, agrees with the Bidders’ categorization of a Commercially Confidential RFI, then Colliers will provide a written response to that RFI to only the Bidder that submitted the RFI.
 - (f) Responses to RFIs prepared and circulated by the Owner are not Bid Call Documents and do not amend the Bid Call Documents. If, in the Owners’ sole discretion, response to an RFI requires an amendment to the Bid Call Documents, such amendment will be prepared and circulated by an Addendum in accordance with Section 3.7 of this Instructions to Bidders. Only a response to an RFI that has been issued as an Addendum will modify or amend the Bid Call Documents and, otherwise, Colliers’ responses to RFIs will have no force or effect whatsoever and shall not be relied upon by any Bidder.
 - (g) Colliers will respond to RFIs in written responses circulated to Bidders in accordance with Section 3.5 of this Instructions to Bidders. Colliers may, in its sole discretion, distribute through the Electronic Bidding System responses to RFIs of a minor or administrative nature to only the Bidder who submitted the minor or administrative RFI.

3.7 Colliers RFIs

- (1) Colliers may require in their discretion during the Bid Call Process to request clarifications and, or additional information, may impose, in their discretion, at that time. Failure

to respond to Colliers' request for updated information may result in the disqualification of the Bidder.

(2) Colliers shall evaluate, if applicable, the updated information submitted by the Bidders in accordance with the Evaluation Criteria set out in this Bid Call and may revise the Bidder's score to reflect the results of the evaluation. If a Bidder's revised score results in a change in its ranking, Colliers may, in their discretion, invite other Bidders based on their ranking in this Bid Call Process (provided such Bidders have achieved the minimum points required by Section 5.1 **Error! Reference source not found.**). Bidders have an ongoing obligation at all times to report any material change in their Bids, including any information contained in any officer's certificate, Bid Call Submission Form, or any other form submitted in connection with this Bid Call.

(3) If there are any material changes to a Bidder's Second Stage Proposal, the Bidder shall immediately provide details of such changes in accordance with any requirements Colliers may impose, in their discretion, at that time. Failure to respond to Colliers' request for updated information may result in the disqualification of the Bidder.

3.8 Addenda

(1) Colliers may issue Addenda any time prior to the Bid Closing Date, which Addenda may, without limitation, advise Bidders of required additions to, deletions from, or modifications to the requirements of the Bid Call Documents.

(2) All terms of Addenda issued in respect of documents that will form part of the Contract (including the Project Contract Form, the Contract Documents, the Master Agreement and Confidentiality Agreement) shall be incorporated into the Contract and the Project Contract Form and Contract Documents shall be amended as required to address such Addenda terms. Bidders shall accordingly account for all costs associated with these Addenda in their Bid Price.

(3) Bidders shall insert in the spaces provided in the Bid Form the number of all Addenda received by the Bidder prior to the Bid Closing Date. If no Addenda have been received, the word "NONE" shall be inserted in the space provided.

3.9 Mandatory Bidders' Visit to the Place of the Work

(1) Bidders shall attend the mandatory visit of the Place of the Work and ensure they register their name, title and company name with Colliers' representative. Failure to attend and to register will result in the Bidder's Second Stage Proposal not being accepted.

(2) The visit to the Place of the Work will commence at **April 23, 2025, at 1:00 pm EST** at the site 777 Memorial Ave., Orillia, ON. *Bidders* are to meet with Colliers' representative in the lobby. Collier's representative, Farid Kuraishi's cell number is (613) 893-6856.

(3) Colliers has full discretion to schedule additional visits to the Place of the Work if deemed necessary to accommodate the interest of Bidders.

(4) Each Bid Team Member is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Bid Team Member to satisfy itself as to all existing conditions at the Place of the Work affecting the Project, the Work or the Contract. The Bid Team Members' obligations set out in this Section 3.9 apply irrespective of any Bid Call Documents uploaded to the Electronic Bidding System or information contained in the Bid Call Documents or provided in Addenda or other responses to RFIs. The Bid Team Members' obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by Colliers is more particularly set out in the Project Contract Form and Contract Documents. If, as a result of any independent research, investigations, due diligence, or independent advice, a Bid Team Member believes that there is any insufficiency in the Place of the Work for the purpose of performing the Work, the Bidder shall immediately, and at its own cost and expense, notify Colliers and provide all details Colliers may request in considering the issue.

(5) Except as expressly provided in the Contract, Colliers does not represent or warrant the accuracy or completeness of any Colliers Furnished Documents, including without limitation any information set out in the Bid Call Documents or made available to Bid Team Members in the Electronic Bidding System as background information or of any other background or reference information or documents prepared by Colliers or by third parties and which may be made available to Bid Team Members by or through Colliers or IO. Bid Team Members shall make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Bid Team Members on any and all such information shall be at the Bid Team Members' sole risk and without recourse against the Indemnitees.

(6) Bidders shall, before submitting a Second Stage Proposal:

- (a) examine and read the Bid Call Documents thoroughly.
- (b) visit the Place of the Work and its surroundings to become familiar with the local and other conditions affecting the Work.
- (c) consider the effect of regulatory requirements applicable to the Work.
- (d) study and correlate Bidder's observations with the Bid Call Documents.
- (e) immediately notify Colliers of any and all perceived errors, omissions, conflicts and discrepancies in the Bid Call Documents through the Electronic Bidding System; and
- (f) be satisfied that the Bidder understands the Bid Call Documents and is competent to undertake the Work.

(7) The Place of the Work is a secure site; therefore picture taking may not be permitted. Bidders requesting to take pictures or bring their camera to the Place of the Work during the visit must be granted approval by Colliers.

(8) Bidders attending the Place of the Work are subject to OPP clearance conducted by the Ontario Provincial Police staff at the Detachment/General Headquarters on arrival at the Place of the Work and prior to access into the Place of the Work.

3.10 Submission of Second Stage Proposal

- (1) The Owner will accept Second Stage Proposals received via the Electronic Bidding System only.
- (2) Bidders shall upload to the Electronic Bidding System all required parts of the Second Stage Proposal, compiled into pdf documents as per the Bid Call Documents.
- (3) Electronic bid bond and contract security is to be uploaded to the Electronic Bidding System separately as per Section 4.8(1) of this Instructions to Bidders.
- (4) For all inquiries regarding the process of electronic submissions contact Merx directly at 1-800-964-6379 or by email at merx@merx.com.

3.11 Bid Closing

- (1) Only Second Stage Proposals received via the Electronic Bidding System prior to the time stipulated in Section 3.5(1) of this Instructions to Bidders will be considered.
- (2) Bidders shall be solely responsible to upload their Second Stage Proposals in the manner and time prescribed.
- (3) For more information, please go to: www.merx.com.

3.12 Amendments to Second Stage Proposal

- (1) The Bidder acknowledges that any Second Stage Proposal is subject to the terms and conditions of this Bid Call.
- (2) Amendments to a Bid Price must be in the form of a new complete Second Stage Proposal submitted in compliance with all requirements of the Bid Call Documents by uploading revised submission to the Electronic Bidding System prior to the closing date and time.

3.13 Posting of Bid Call Process Results

- (1) Colliers may post the results of the Bid Price on the Electronic Bidding System within one (1) Working Day of the completion of the evaluation process.
- (2) Posting of Bid Prices will be unofficial and will remain under review by Colliers until issuance of the Notice of Award.
- (3) Any time after the Successful Bidder has been identified, Colliers will formally notify all Bidders via the Electronic Bidding System who were not successful in the Bid Call Process that they have not been selected. Notwithstanding such notification, the Bidders' Second Stage

Proposal shall be irrevocable until the expiration of the Bid Validity Period (or extended Bid Validity Period, if applicable).

3.14 Debrief

Bidders may request a debriefing after Colliers' issuance of a Notice of Award to the Successful Bidder. Bidder requests must be in writing to Colliers no later than 30 calendar days of Colliers' issuance of the Notice of Award. Colliers will determine the format and contents of the debriefing session in its sole discretion.

3.15 Colliers Policies

The Colliers Project Plans, Policies, Procedures, Guidelines and Other Requirements apply to all Bidders of this Bid Call, as well as to the Successful Bidder. Bidders are responsible to review the Colliers Project Plans, Policies, Procedures, Guidelines and Other Requirements and ensure that their conduct complies with them at all times. For the purposes of this Bid Call, the Colliers Project Plans, Policies, Procedures, Guidelines and Other Requirements include IO's procurement policy which is available on IO's website: <https://www.infrastructureontario.ca/Procurement>.

4. SECOND STAGE PROPOSAL SUBMISSION

4.1 Second Stage Proposal Contents

(1) The Second Stage Proposal shall consist of the following three parts, each compiled into pdf documents:

- Part 1 – Technical Submission
 - The following shall be compiled into one pdf. document
 - Resumes
 - Contractor Project Manager
 - Contractor Superintendent
 - Reference Projects (completed) in the form set out in Exhibit B of this Bid Call
 - Compliance Form (completed and executed) in the form set out in Exhibit C of this Bid Call
 - Project Work Plan
 - Bid bond and contract security in electronically verifiable pdf format as per Section 4.8(1) of this Instructions to Bidders
 - Any other document stipulated for inclusion in the Bid Call Documents other than the Bid Form and Cost Breakdown (Part 1 – Technical component of Second Stage Proposal shall not include any financial information of the Bidder)
- Part 2 – Bid Form

- Bid Form (completed and executed) in the form set out in Exhibit D of this Bid Call
- Part 3 – Cost Breakdown
 - Cost Breakdown shall be submitted as per Section 8 of this Instructions to Bidders.

(2) No forms, including the Compliance Form and Bid Form, shall include any interlineations, alterations or erasures. If the Part 1 – Technical Submission of the Bidder's Second Stage Proposal reveals any financial information such Second Stage Proposal may be deemed non-compliant at Colliers' sole discretion and no further evaluation will be completed.

(3) All Bidder signatures required within the Second Stage Proposal shall be longhand by a Person authorized to bind the Bidder.

4.2 Withdrawal of Second Stage Proposals

(1) A Bidder may withdraw its Second Stage Proposal via the Electronic Bidding System by using the "bid management" function in the Electronic Bidding System.

(2) Withdrawn Second Stage Proposals may be resubmitted provided the resubmitted Second Stage Proposal is received through the Electronic Bidding System before the time stipulated in Section 3.5(1) of this Instructions to Bidders.

(3) Second Stage Proposals may not be withdrawn after the time stipulated in Section 3.5(1) of this Instructions to Bidders and shall be open to acceptance by Colliers until the earlier of:

- (a) the date another Bidder has entered into a contract with Colliers for the performance of Work; or
- (b) the end of the Bid Validity Period.

4.3 Bidder Costs

(1) The Bid Team Members shall bear all costs and expenses incurred by them relating to any aspect of their participation in this Bid Call Process, including all costs and expenses related to the Bid Team Members' involvement in:

- (a) the preparation, presentation and submission of their Second Stage Proposal.
- (b) attendance at any meeting with Colliers.
- (c) due diligence and information gathering processes.
- (d) visits to the Place of the Work.

- (e) preparation of responses to questions or requests for information from Colliers; and
- (f) preparation of the Bidder's own RFIs or other queries during the Bid Call Process.

4.4 Cash Allowances

- (1) All cash allowance items listed in the Bid Form and as described in the Bid Call Documents shall be subject to the requirements of the Project Contract Form.
- (2) The total value of all cash allowance items shall be included in the Bid Price.
- (3) Whether or not items on the cash allowance list are ultimately tendered by Colliers or the Contractor, the Contractor shall contract with the selected Suppliers and/or Subcontractors for execution of the parts of the Work identified under these cash allowances. Such Suppliers and Subcontractors shall have the same status as other Suppliers and Subcontractors on the Work and the Contractor shall be as responsible for such Suppliers and Subcontractors, so nominated, as for the Contractor's other Suppliers and Subcontractors on the Work.

4.5 Itemized Prices

- (1) Itemized prices shall include all labour, materials, products, equipment, services, and respective overhead, profit, taxes (excluding Value Added Taxes), disbursements and related charges required to provide these items and represent total amounts which will be deducted from the Bid Price if these items are not required to be included in the Contract, with no change to Contract Time unless otherwise stated with the respective Itemized Price.
- (2) All itemized price items listed in the Bid Form and as described in the Bid Call Documents shall have the appropriate price inserted adjacent to each item by the Bidder and be included in the Bid Price.
- (3) Itemized prices may be negotiated by Colliers with the Successful Bidder for potential inclusion in the Contract. For certainty, the itemized prices shall not be considered as part of evaluation of the Bidder's Second Stage Proposal.

4.6 Separate Prices

- (1) All separate price items listed in the Bid Form and as described in the Bid Call Documents shall have the appropriate price inserted adjacent to each item by the Bidder and shall be excluded from the Bid Price.
- (2) Separate prices shall include all labour, materials, products, equipment, services, and respective overhead, profit, taxes (excluding Value Added Taxes), disbursements and related charges required to provide these items and represent the total amounts which will be added to the Contract Price if these items are to be added to the Contract by way of Change Order with no change to the Contract Time unless otherwise stated in the Bid Form with the respective separate price.

(3) Separate prices may be negotiated by Colliers with the Successful Bidder for potential inclusion in the Contract. For certainty, the separate prices shall not be considered as part of evaluation of the Bidder's Second Stage Proposal.

4.7 Unit Prices

(1) Unit price items listed in the Bid Form and as described in the Bid Call Documents shall be used throughout the project duration to ascertain the value of changes in the Work and to adjust the Contract Price as and when required in accordance with the Contract Documents. The unit prices are to be consistent with the rates used in the preparation of the Bid Price.

(2) Unit prices shall include all labour, materials, products, equipment, services, and respective overhead, profit, taxes (excluding Value Added Taxes), disbursements and related charges and represent the actual addition for extra Work or credit for deleted Work, to the Contract Price.

(3) Collier shall be under no obligation to accept the unit prices as submitted. Instead, the submitted unit prices shall be subject to review, negotiation and modification as mutually agreed-upon by the parties, prior to finalization and execution of the Contract.

4.8 Bid Bond and Contract Security

(1) As part of the Second Stage Proposal each Bidder shall submit the following:

- (a) an electronic bid bond digitally verifiable and the results of the digital verification process shall provide a clear and immediate indication that the document received is the true document executed and that the content has not been changed or altered. Instructions for performing the digital verification shall be included with the bond. This bid bond must be in the amount of 10% of the Bid Price, which is to remain in effect for the Bid Validity Period; and
- (b) an electronic agreement to bond digitally verifiable and the results of the digital verification process shall provide a clear and immediate indication that the document received is the true document executed and that the content has not been changed or altered. Instructions for performing the digital verification shall be included with the bond. This agreement to bond must be in conformance with the requirements set out in the Project Contract Form and Contract Documents.

(2) Provided there is substantial compliance with the requirements of Section (1) of this Instructions to Bidders, Colliers reserves the right to ask for clarifications relating to any technical errors or irregularities in such electronic bond submissions. The *Bidder* must respond to such request for clarifications within 1 (one) Working Day.

4.9 Contractor Project Manager - Resume

As part of its Second Stage Proposal the Bidder shall submit a resume, not to exceed two pages in length, for the Contractor Project Manager proposed to lead the Bidder's Project team, detailing

the Project-specific qualifications and relevant experience of the proposed individual. Identify the Contractor Project Manager's committed time allocation/involvement in the Project, presented as the number of hours spent on the Project per week for the duration of the Project.

4.10 Contractor Superintendent – Resume

As part of its Second Stage Proposal the Bidder shall submit a resume, not to exceed two pages in length, for the *Bidder's* proposed Contractor Superintendent, detailing the Project-specific qualifications and relevant experience of the proposed individual.

4.11 Reference Projects

(1) As part of its Second Stage Proposal the Bidder shall submit using the form included as Exhibit B to this Bid Call details of two (2) projects of similar size, scope and complexity to the Project.

(2) Colliers reserves the right to contact at its sole discretion any references provided by the Bidder to obtain clarification relating to the information provided in the Bidder's Second Stage Proposal.

4.12 Project Work Plan

(1) As part of its Second Stage Proposal the Bidder shall submit a proposed plan for the Work demonstrating the Bidder's understanding of the Project and an action plan to deal with the following during the construction period:

- ability to gather resources, initiate project and mobilize to the Place of the Work within a reasonable time; and
- change management process, keeping costs low and providing cost effective options for Colliers; and
- schedule management process, understanding that time is of the essence and committing to achieving the established Key Milestones; and
- quality management: maintain quality assurance and control in the workmanship of Subcontractors at the Place of the Work; and
- Project close-out: strategy for closing out a Project within a reasonable period, including correction of deficiencies and submission of closeout materials.

4.13 Equity and Diversity Policies

(1) In order to earn the EDI points, Bidder must submit certification from one of the following organizations, that validates the presence and design of appropriate internal policies, processes and controls establishing and maintaining a corporate commitment to providing safe spaces and opportunities for equity-deserving groups, including but not limited to, Black, Indigenous and racialized communities and eliminating anti-racism, anti-discrimination and workplace hate and intolerance.

- National Minority Supplier Development Council (NMSDC)

- Canadian Council for Indigenous Business (CCIB)
- Canadian Aboriginal and Minority Supplier Council (CAMSC)
- Inclusive Workplace and Supply Council of Canada (IWSCC)
- Women's Business Enterprise National Council (WBENC)
- Women Business Enterprises Canada (WBE Canada)
- WE Connect International in Canada
- Canada's LGBT+ Chamber of Commerce (CGLCC)
- National LGBT Chamber of Commerce (NGLCC)

5. EVALUATION OF BIDS

5.1 General

- (1) Colliers will establish an evaluation team to evaluate Second Stage Proposals.
- (2) Each Bidder's Total Score will be comprised of the Technical Submission Score and the Bid Price Score, each as determined in accordance with the Bid Call Documents.
- (3) The evaluation team will first reach consensus on compliance of the Part 1 – Technical Submission with all requirements of the Bid Call Documents, including inclusion of all mandatory requirements therein. A single Technical Submission Score will then be determined by the evaluation team for each Bidder. Second Stage Proposals that do not include all mandatory components in the correct part of the Second Stage Proposal submission may be disqualified by Colliers in its sole discretion.
- (4) Unless a Bidder's Part 1 – Technical Submission was determined to be non-compliant or otherwise disqualified, following determination of each Bidder's Technical Submission Score the evaluation team will determine each Bidder's Bid Price Score.
- (5) Compliant Second Stage Proposals will be evaluated and scored based on the points breakdown set out in this Section (5). Please note that the breakdown herein is for reference only.

Bid Price	65 points
Resumes and Reference Projects	20 points
Project Work Plan	15 points
EDI	2 points

- (a) **Minimum Technical Score:** Second Stage Proposals that receive less than 70% of for their Technical Submission Score will not be evaluated further, meaning the Part 2 – Bid Form part of the Second Stage Proposal will not be opened.
- (b) It is Colliers' intent to issue the Notice of Award to the highest scoring compliant Bidder that has met all Second Stage Proposal submission requirements.

- (c) If the evaluation of Second Stage Proposals results in two or more Second Stage Proposals achieving equal Total Scores, then the Successful Bidder shall be the Bidder with the highest Bid Price Score.

5.2 Mandatory Requirements

- (1) **Compliance Form and Bid Form.** The Compliance Form and Bid Form are mandatory submission requirements for each Second Stage Proposal. Any Compliance Form or Bid Form that is unsigned, or improperly signed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind may be declared non-compliant and rejected.
- (2) **Conflict of Interest Declaration.** Each Bidder must include in its Compliance Form as part of the Second Stage Proposal confirmation that the Bidder is in compliance with all Conflict of Interest requirements of the Master Agreement and that the Bidder does not and will not have any actual, potential, or perceived Conflict of Interest or any other type of unfair advantage in submitting its Second Stage Proposal or, if selected, with the obligations of the Contractor in respect of Conflicts of Interest under the Contract. Where applicable, a Bidder must declare in its Second Stage Proposal any situation that may be a Conflict of Interest in submitting its Second Stage Proposal or, if selected, with the obligations of the Contractor under the Contract.
- (3) In addition to the other information and representations made by each Bidder in the completed Compliance Form forming part of its Second Stage Proposal, each Bidder will be assessed based upon whether or not it has an actual or potential Conflict of Interest, and if so, whether that conflict prevents the Bidder from being awarded the Contract.
- (4) If the Bidder does not disclose any information concerning a Conflict of Interest in the completed Compliance Form, the Bidder, by submitting the completed Compliance Form, warrants that to its best knowledge and belief, no actual or potential Conflict of Interest exists with respect to the Second Stage Proposal or performance of the contemplated Contract.
- (5) The Second Stage Proposal of any Bidder may be disqualified where the Bidder fails to provide confirmation of the foregoing or makes misrepresentations regarding any of the above. Bidders who, in the sole opinion of Colliers, are found to have a Conflict of Interest may be disqualified. Further, Colliers shall have the right to rescind any Contract with the selected Bidder in the event that Colliers in its sole discretion determines that the selected Bidder has made a misrepresentation regarding any of the above, in addition to or in lieu of any other remedies that Colliers has in law or in equity.
- (6) **Confidential Information.** Each Bidder shall confirm in the Compliance Form that it has executed the Confidentiality Agreement and is in compliance with all obligations thereunder at the time of submitting its Second Stage Proposal and that for the Project and Work it will comply with all obligations of confidentiality and all obligations relating to protection and segregation of Confidential Information and Personal Information in accordance with the Master Agreement and Project Contract. Failure to abide this requirement may render the Second Stage Proposal non-compliant.
- (7) **Litigation History**

- (a) The Bidder, by submitting the Compliance Form required as part of the Second Stage Proposal, warrants and represents that it is not currently engaged in litigation involving the Indemnitees other than those situations explicitly disclosed in the completed Compliance Form. Where Colliers discovers a Bidder's misrepresentation of the facts in the completed Compliance Form, including any failure to disclose its litigation history as required by the Bid Call Documents, Colliers may disqualify the Bidder or terminate the Contract awarded to the Successful Bidder.
- (b) Colliers will be assessing each Bidder and reserves the right to assess any related Persons who share all or some of the same directors and officers as the Bidder in light of past or current litigation to determine if any Indemnitee would face unacceptable risks if Colliers were to enter into a Contract with the Bidder. Colliers reserves the right to disqualify the Bidder from this Bid Call Process or terminate the Contract awarded to the Successful Bidder as a result of its assessment of the risks of entering into a Contract with that Bidder.
- (c) Regardless of when any litigation was commenced, Colliers reserves the right to disqualify the Bidder from this Bid Call Process or terminate the Contract following award to the Successful Bidder as a result of its own assessment of the risks of entering into a Contract with that Bidder.

(8) **Bid Bond and Contract Security.** The bid bond and contract security as referred to in Section 4.8(1) of this Instructions to Bidders is a mandatory requirement for all Second Stage Proposals. Second Stage Proposals that do not satisfy these requirements may be rendered non-compliant by Colliers in its sole discretion.

5.3 Evaluation of Resumes of Contractor Project Manager and Contractor Superintendent (Part 1 – Technical Submission Score)

As part of the Technical Submission Score the candidates proposed by the Bidder for the roles of Contractor Project Manager and the Contractor Superintendent will be evaluated with regard to the following criteria:

- Qualifications, including educational background.
- Experience in comparable role.
- Experience in a comparable role with the Bidder's organization.
- Experience on comparable projects of similar scope, size and complexity.

5.4 Evaluation of Reference Projects (Part 1 – Technical Submission Score)

The Reference Projects submitted by the Bidder will be evaluated as part of the Technical Submission Score with regard to the following:

- Completion of the form included as Exhibit B to the Bid Call.
- Similarity to size, scope and complexity of the Project.
- Preference will be given to Reference Projects where the Bidder can demonstrate that the Contractor Project Manager and Contractor Superintendent have worked together.

- Preference will be given to Reference Projects demonstrating achievement of substantial performance within the last 10 years.

5.5 Evaluation of Project Work Plan (Part 1 – Technical Submission Score)

The Bidder's Project Work Plan will be evaluated as part of the Technical Submission Score with regard to the following:

- Personnel allocations
- Ability to gather resources and mobilize
- Change management
- Schedule management
- Quality management
- Close-out process

5.6 Evaluation of Equity Diversity and Inclusion (EDI)

As part of the Technical Submission Score, the candidates will be evaluated based on their ability to demonstrate their commitment to EDI and have programs in place that facilitates EDI. Evidence of these programs would be demonstrated by including submission of certifications from the organizations listed in section 4.13.

5.7 Evaluation of Bid Price (Part 2 – Bid Price Score)

The Second Stage Proposal with a complete and signed Bid Form and the lowest Bid Price submitted separately from Part 1 as Part 2 – Bid Form will receive the maximum points available for the Bid Price Score. All other Second Stage Proposal submissions will receive a percentage of the maximum points available, calculated by dividing the lowest submitted Bid Price by the evaluated Bid Price and multiplying by the maximum points available.

5.8 Second Stage Proposal Acceptance/Rejection/General Rights of Colliers

(1) Second Stage Proposals shall remain irrevocable for acceptance by Colliers for a period of sixty days after the Bid Closing Date.

(2) Colliers reserves the right, in its absolute discretion, to do any one or more of the following:

- (a) Reject the Key Individuals proposed in a Second Stage Proposal and, if not satisfactorily substituted, reject the Second Stage Proposal.
- (b) Accept any Second Stage Proposal in whole or in part, in its sole and absolute discretion.
- (c) Elect to discontinue the Bid Call Process at any time before the end of the Bid Call Process.
- (d) Waive any irregularities in any Second Stage Proposal.

- (e) Reject any or all Second Stage Proposals.
- (f) Request written clarification from any Bidder and incorporate a Bidder's response to that request for clarification into the Bidder's Second Stage Proposal.
- (g) Verify with any Bidder or with a third party any information in a Second Stage Proposal.
- (h) Make changes, including substantial changes, to this Bid Call provided that those changes are issued by way of Addenda in the manner set out in the Bid Call Documents.
- (i) Alter the Bid Call and Bid Call Process, including the milestones dates for this Bid Call Process, the procedures for this Bid Call Process, the objective of the Contract or any other aspects of the Bid Call and Bid Call Process, as it may determine in its sole and absolute discretion;
- (j) Cancel the Bid Call at any time without incurring any liability whatsoever to any Bidder;
- (k) Re-advertise for new Second Stage Proposals;
- (l) Negotiate amended terms to the Project Contract Form with the highest scoring compliant Bidder in circumstances where Colliers requests an extension to the Second Stage Proposal irrevocability period or the Bid Price exceeds the Owners' budget;
- (m) To score or reject a Bidder's Second Stage Proposal on the basis of information provided by the Bidder's references. For certainty, Colliers may, in its sole discretion, confirm the Bidder's experience and ability to provide the Services by contacting the Bidder's references. However, Colliers is under no obligation to contact references submitted by any Bidder and may determine, in its sole discretion, how, and whether the responses of references will be taken into account in the evaluation process. Colliers reserves the right to check references other than those provided by Bidders in their Second Stage Proposals. Colliers also reserves the right to conduct interviews with the Bidders to further understand the Bidder's Second Stage Proposal and to meet members of the Bidder's team. Colliers may request clarification of a Bidder's Second Stage Proposal at an interview and Colliers may treat these clarifications in the same fashion as clarifications provided in writing. Colliers is under no obligation to check references provided by Bidders or to conduct interviews with the Bidders;
- (n) To check references other than those provided by the Bidders in their Second Stage Proposal;
- (o) Accept the Second Stage Proposal, which, in Colliers' sole judgment, is most advantageous to its own needs or that of IO, whether or not such Second Stage Proposal contains the lowest Bid Price;

- (p) Request clarification from any Bidder where the Bid Price or any other part of the Second Stage Proposal is illegible;
 - (q) Negotiate for the modification of a single Second Stage Proposal;
 - (r) Disqualify a Second Stage Proposal where the Bid Price is not provided in numerals; and/or
 - (s) Disregard any non-numeral, written description of the Bid Price included in a Second Stage Proposal.
- (3) Without limitation to any other rights of Colliers hereunder, in order to ensure the integrity, openness and transparency of the Bid Call Process, Colliers may, in its sole discretion:
- (a) impose at any time on any and all Bid Team Members additional conditions, requirements or measures with respect to bidding practices or ethical behaviour of the Bid Team Members; and
 - (b) require that any or all Bid Team Member at any time during the Bid Call Process provide Colliers with copies of their internal policies, processes and controls establishing ethical standards for their bidding practices and evidence of compliance by all Bid Team Members with such policies, processes and controls.
- (4) In the event that:
- (a) any Bid Team Member fails to comply with any requirement prescribed by this Section 5.8 of the Instructions to Bidders, or
 - (b) the Bid Team Members comply with all requirements prescribed by this Section 5.8 of the Instructions to Bidders, but Colliers determines a Bid Team Member has or may have engaged in inappropriate bidding practices or unethical behaviour,

then Colliers shall have the right, at any time and in its sole discretion, to reject and not consider a Second Stage Proposal from a Bidder, to require the Bidder to remove and/or replace any individual, Supplier or Subcontractor included as a Bid Team Member or to otherwise elect not to proceed further in the Bid Call Process with such Bidder.

- (5) There is no express or implied term of this Bid Call that the Bidder with the highest ranked Second Stage Proposal will be identified as the Successful Bidder.

5.9 Special Circumstances

- (1) If Colliers determines that all of the Second Stage Proposals submitted are non-compliant, Colliers may, in its sole discretion:
- (a) take any action provided for under Section 5.8 of this Instructions to Bidders;

- (b) enter into negotiations with any one of the Bidders to attempt to finalize the Contract.

(2) If Colliers receives one Second Stage Proposal and that Second Stage Proposal is compliant or more than one Second Stage Proposal, but only one compliant Second Stage Proposal, Colliers may, in its sole discretion:

- (a) take any action provided for under Section 5.8 of this Instructions to Bidders; or
- (b) enter into negotiations with the Bidder that submitted a compliant Second Stage Proposal to attempt to finalize the Contract.

(3) Colliers may, in its sole discretion, waive a failure to comply with the requirements of the Bid Call Documents. Colliers may, in its sole discretion, decline to disqualify a non-compliant Second Stage Proposal.

6. GENERAL EVALUATION AND DISQUALIFICATION PROVISIONS

6.1 Colliers' Discretion in Determining Compliance, Scoring and Ranking

(1) Colliers shall, in its sole discretion, determine:

- (a) whether a Second Stage Proposal is compliant with the Bid Call Documents;
- (b) whether a Second Stage Proposal or a Bidder,
 - (1) is an Eligible Contractor or otherwise disqualified; or
 - (2) will cease to be considered in the evaluation process.

(2) Colliers' discretion in determining compliance, scores, eligibility or disqualification of the Bidders and their Second Stage Proposals is not limited or restricted in any way by the fact that a procurement process in respect of the Master Agreement preceded this Bid Call Process.

6.2 Disqualification

(1) Colliers may, in its sole discretion, disqualify a Bidder, any other Bid Team Member or a Second Stage Proposal or reverse its decision to issue a Notice of Award if,

- (a) the Second Stage Proposal is determined to be non-compliant;
- (b) any Bid Team Member contravenes requirements of these Instructions to Bidders;
- (c) any Bid Team Members fails to comply with applicable Laws;
- (d) any *Bid Team Member* or their Affiliate has engaged in a *Prohibited Act*;
- (e) any *Bid Team Member* or their *Affiliates* are a *Restricted Person*;

- (f) the Second Stage Proposal, including any form included with the Second Stage Proposal, contains false or misleading information or a misrepresentation;
- (g) any Bid Team Member fails to disclose any information that would materially adversely affect Colliers' evaluation of the Second Stage Proposal;
- (h) the Second Stage Proposal, in the opinion of Colliers in its sole discretion, reveals a material Conflict of Interest, and
 - (1) the Bidder does not receive a waiver of or consent to such Conflict of Interest from Colliers, as applicable; or
 - (2) the Bidder fails to substitute the Person giving rise to the Conflict of Interest;
- (i) in the thirty-six months prior to the Bid Closing Date, Colliers becomes aware that a Bid Team Member failed to disclose a Conflict of Interest, including in any past or current procurement issued by Colliers or IO, unless the Bidder has demonstrated to the satisfaction of Colliers, in its sole discretion, that the Bidder has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interest;
- (j) in the opinion of Colliers, acting reasonably, a Bid Team Member or any of their respective Advisors directly or indirectly colluded with one or more other Bid Team Members or any of their respective Advisors in the preparation or submission of a Bidder's Second Stage Proposal;
- (k) the Bidder has committed a material breach of any existing agreement between the Bidder and Colliers, including the Master Agreement and any contracts created thereunder;
- (l) any Bid Team Member has been convicted of an offence in connection with or in performance of any services rendered to an Indemnitee;
- (m) there are any convictions related to inappropriate bidding or procurement practices or unethical behavior by a Bid Team Member or any of their Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction; or
- (n) any *Bid Team Member* has an economic or other interest or relationship that:
 - (1) is, or could reasonably be perceived to be, contrary to the objectives of the *Project*; or
 - (2) could potentially compromise the Indemnitees' reputation or integrity or this Bid Call Process so as to affect public confidence in that process, whether or not such interest creates a Conflict of Interest.

7. THE CONTRACT

7.1 Project Contract Form

Following receipt of the Notice of Award, the Successful Bidder will execute the Contract which shall be in the form of the Project Contract Form. Notwithstanding the foregoing, the Successful Bidder acknowledges and agrees that the entering into of the Contract by it and Colliers is conditional on and subject to Colliers obtaining any necessary authorization and approvals required in connection with the Project, including, for certainty, the approval of IO or any relevant Governmental Authority.

7.2 Contract Submission Requirements

(1) Following receipt of the Notice of Award and prior to execution of the Contract the Successful Bidder is to submit to Colliers the following documentation:

- (a) **Bonding.** Bonds satisfying all requirements of the Contract Documents, issued to Colliers.
- (b) **Insurance Certificates.** Insurance certificates in the form included as Exhibit F to this Bid Call, fully completed and executed by an insurer or insurers licensed to underwrite insurance in the jurisdiction of the Place of the Work and evidence compliance with all insurance requirements of the Contract Documents.
 - i. If the Successful Bidder fails to provide evidence any or all insurances required by the Contract Documents within 10 Working Days of the date of the Notice of Award, Colliers reserves the right to purchase the required coverage and reduce the Bid Price by the cost corresponding to such coverage purchase.
 - ii. Any delays by the Successful Bidder in producing the insurance certificates will not constitute grounds for adjustment to the Contract Time.
- (c) **WSIB Certificate of Clearance.** A current WSIB clearance certificate.

7.3 Electronic Project Contract Form and Contract Execution

(1) Following receipt of the Notice of Award and subject to any negotiation initiated by Colliers pursuant to Sections 4.5 and 4.6 of the Instructions to Bidders in Colliers' sole discretion, the Contractor shall affix on the signature page of the Contract such copyright sticker as may be required to evidence compliance with the requirements of CCDC and, upon execution of this Contract by the Contractor, the Contractor shall, as an attachment in .pdf format, email the execution page of the Contract together with all other pages bearing the Contractor's signature or initial, if any, to Colliers at the following email: Farid.Kuraishi@colliersprojectleaders.com

8. COST BREAKDOWN

- 8.1 All Bidders shall submit a cost breakdown in the form set out in Exhibit E to this Bid Call to the Colliers Contact, by email, within 24 hours of the Bid Closing Date.
- 8.2 The Cost Breakdown file shall be secured so that a password is required to open the file
- 8.3 Following completion of Part 2 – Evaluation, Colliers will request the password. For certainty, the cost breakdown shall not be evaluated as part of Colliers' scoring of the Second Stage Proposal.
- 8.4 The Owner will request that the Cost Breakdown password be submitted by the Respondents that have satisfied Part 2 of the evaluation process. The Respondent must provide the password with in 24 hours of the request.

9. GENERAL CONDITIONS

- 9.1 **Restriction on Communications Between Bidders.** A Bidder shall not discuss or communicate, directly or indirectly, with any other Bidder, any information whatsoever regarding the preparation of its own Second Stage Proposal or the Second Stage Proposal of the other Bidder in a fashion that would contravene applicable law. Bidders shall prepare and submit Proposals independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Bidder.
- 9.2 **Working Language.** All Second Stage Proposals must be written in English.
- 9.3 **Prohibited Activities.** No Bidder nor any Bidder Team Members shall engage in any Prohibited Activities.

(1) In the event of any lobbying or communication by a Bidder in contravention of Subsection (c) of the definition of Prohibited Activities, Colliers may, in their discretion and at any time, prohibit a prospective Bidder from submitting a Second Stage Proposal Submission or reject the Second Stage Proposal Submission submitted by that Bidder in this Bid Call Process, without further consideration. Colliers may, as an alternative to the rejection of a Second Stage Proposal Submission or the related prospective Bidders impose such conditions on that Bidder's continued participation in the Bid Call Process and any subsequent procurement process as Colliers, in their discretion, may consider in the public interest or otherwise appropriate.

(2) If a Bidder or Bidder Team Member or any of their respective advisors, employees or representatives, in the opinion of IO, constitutes a Prohibited Activity, Colliers may, in its sole discretion,

- (a) take any action in accordance with Section 6.2; or
- (b) impose conditions on the Bidder's or Bidder Team Member's continued participation in the Bid Call Process that Colliers considers, in its sole discretion, to be appropriate.

(3) For clarity, IO is not obliged to take the actions set out in this Section 9.3.

Bid Call for Second Stage Proposals from Eligible Contractors

INSTRUCTIONS TO BIDDERS

CCDC2 Contract

Issuance Date: 4/16/2025

(Standard Size Contract)

00 21 13

230467-247385 - Absorption Chiller

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Decommissioning

[END OF INSTRUCTIONS TO BIDDERS]

PROJECT CONTRACT FORM

The contract form shall be CCDC-2 – 2020 Stipulated Price Contract, as amended by the *Project-Specific Supplementary Conditions* and *Supplementary Conditions* and all other documents identified as *Contract Documents* in the *Electronic Bidding System*.

Terms of the Project Contract Form that differ from the Contract Form: N/A

[END OF EXHIBIT A – PROJECT CONTRACT FORM]

REFERENCE PROJECTS

Note: This form to be completed and submitted with the Bidder's Technical Submission (Part 1) Second Stage Proposal.

As part of the Part 1 – Technical Submission, each Bidder shall submit details of two (2) projects as required by Section 4.11 of the Instructions to Bidders and to be evaluated as per Section 5.4 of the Instructions to Bidders.

Reference Projects – Details	
Project name:	
City located:	
Client name:	
Client phone no.:	
Client e-mail address (if applicable):	
Construction Value:	
Project Description:	
Describe Contractor's role:	
Construction start date:	
Construction finish date:	
Were there any health and safety incidents?	Y/N, if yes provide details in a separate attachment (1 page limit):
Were there any Claims or disputes on the project?	Y/N, if yes provide details in a separate attachment (1 page limit):
Relevance to this Project:	
Project Manager & Site Supervisor (s)	

[END OF EXHIBIT B – REFERENCE PROJECTS]

COMPLIANCE FORM

As part of the Part 1 – Technical Submission, each Bidder shall complete, execute and submit this Compliance Form.

Litigation History

I/We confirm that:

- ☐ I/We are not currently engaged in litigation involving the Indemnitees other than those situations explicitly disclosed below, as per Subsection 5.2(7)(a) of the Instructions to Bidders.

OR

- ☐ The following is a list of situations, in which we are engaged in litigation as per Subsection 5.2(7)(a) of the Instructions to Bidders.

Conflict of Interest Declaration

I/We confirm that:

- ☐ we are in compliance with all Conflict of Interest requirements of the Master Agreement; and
- ☐ there is not nor was there any Conflict of Interest or any other type of unfair advantage in our submitting this Second Stage Proposal or performing or observing the contractual obligations of the Contractor in the Project Contract Form.

OR

- ☐ the following is a list of situations, each of which may be a Conflict of Interest or an instance of unfair advantage, or appears as potentially a Conflict of Interest or unfair advantage in our company submitting this Second Stage Proposal or the contractual obligations of the Contractor under the Project Contract Form.

In submitting this Second Stage Proposal I/We confirm that:

- ☐ the Bidder has executed the Confidentiality Agreement and is in compliance with all obligations thereunder as of the time of its submission of the Second Stage Proposal; and
- ☐ for the Project and Work the Bidder will comply with all obligations of confidentiality and all obligations relating to protection and segregation of Confidential Information and Personal Information in accordance with the Master Agreement and Project Contract Form.

The following individuals included with or related to a Bid Team Member or acting as Advisors to a Bid Team Member:

- (a) participated in the preparation of our Second Stage Proposal; and
- (b) were employees of Colliers and/or IO and have ceased that employment within 12 months prior to the Bid Closing Date:

Name of individual	
Job classification (of last position with Colliers and/or IO)	
Last date of employment with Colliers and/or IO	
Name of last supervisor with Colliers and/or IO	
Brief description of individual's job functions (at last position with Colliers and/or IO)	
Brief description of nature of individual's participation in preparation of Second Stage Proposal	

(Repeat above for each identified individual)

I/We agree that, upon request, I/we shall provide Colliers with a Conflict of Interest Declaration from each individual identified above in the form prescribed by Colliers.

Tax Compliance Declaration

- (c) I/We hereby certify that at the time of submitting our Second Stage Proposal, we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.
- (d) I/We consent to the Ministry of Finance releasing the taxpayer information described in the Tax Compliance Declaration Form included with this Second Stage Proposal for the purpose of verifying that we are in full compliance with all statutes administered by the Ministry of Finance for Ontario.

Other Declarations

I/We understand that the Bid Price and any other pricing submitted in this Second Stage Proposal is/are based upon the acceptance of the Second Stage Proposal during the Bid Validity Period. In cases where the end date of the Bid Validity Period falls on a date that is not a Working Day, the Bid Validity Period shall be extended to the end of the next Working Day. If Colliers wishes to extend the Bid Validity Period, Colliers shall submit a request to extend to Bidders in the Electronic Bidding System.

I/We confirm that I/we have carefully examined the Place of the Work and all the Bid Call Documents and have a clear and comprehensive knowledge of the Work required by the Contract and of all the working conditions.

I/We confirm to be in a position to commence the Work immediately upon receipt of Colliers' written direction and to carry it through to a prompt and satisfactory conclusion as per the schedule specified in Section 1.3 of the Instructions to Bidders.

This Compliance Form is hereby signed, witnessed and submitted by:

Legal Name of Contractor

Signature of Company Official
I have the authority to bind the company

Name & Title – Printed or typed

Dated this _____ day of _____, 20__.

[END OF EXHIBIT C – COMPLIANCE FORM]

BID FORM

From (Bidder):

Legal Name of Company

Street Address

City or Town

Postal Code

Telephone

Fax

Email Address

To (Colliers):

Colliers Project Leaders Inc.
Add Office Address
Add Office Address

Re: Second Stage Proposal for

Project: Project Colliers Project #-IO Project # Project Name
Project Address: Facility Name, Project Address, City, ON
Issue Date: 4/16/2025

I/We agree to supply all labour, materials, equipment, work, services and other activities necessary for the execution and completion of the Work in accordance with the Bid Call Documents, including the Project Contract Form and all Contract Documents, for the stipulated **Bid Price** of:

\$ _____/00 in CAD
Bid Price in numbers only

Except for Value Added Taxes, the Bid Price is inclusive of all other applicable taxes and custom duties.

The Value Added Taxes amount that is additional to the Bid Price is:

\$ _____/00 in CAD
Amount in numbers only

Submitted as per the Bid Call Documents is our bid bond in the amount of 10% of the Bid Price and made payable to Colliers.

Submitted as per the Bid Call Documents is our agreement to bond in conformance with the requirements of the Master Agreement and Project Contract Form.

I/We confirm that the Bid Team Member personnel whose resumes are submitted as part of this Second Stage Proposal will be Key Individuals who will serve the Project until Total Performance of the Work in accordance with all requirements of the Master Agreement and Project Contract Form.

I/We confirm that I/we remain committed to implement the Project Work Plan submitted as part of the Second Stage Proposal.

I/We have **included** in the **Bid Price** all cash allowances as indicated in the table below:

Cash Allowance Description	Allowance Price
Security & DSS Abatement	\$7,000

In preparing the Second Stage Proposal, including the Bid Price, I/We have received and included for

Addenda numbered: _____ to _____.

I/We have listed the names of the Subcontractors intended to be used for the Work.

Trade or Item of Work	Name of Subcontractor

Trade or Item of Work	Name of Subcontractor

Signed, witnessed and submitted by:

Legal Name of Contractor

Signature of Company Official
I have the authority to bind the company

Name & Title – Printed or typed

Signature of Company Official
I have the authority to bind the company

Name & Title – Printed or typed

Signature of Witness

Name – Printed or typed

Dated this _____ day of _____, 20__.

[END OF EXHIBIT D – BID FORM]

COST BREAKDOWN

Cost Breakdown		
Project Type 2		
Upgrade or Replacement of Base Building Components		
Total actual Project Cost - as per Close Out Section 4.1		\$0.00
GSF Total construction Area - if relevant to this project (enter number only)		° <input type="text"/>
Cost Item	Comments	
01. General conditions	°	° \$
02. Mechanical Equipment Scope (Demolition/Removal/ Disposal, Modifications, etc.)	°	° \$
03. Mechanical Piping Scope (Demolition/Removal/ Disposal, Modifications, etc.)		
04. Electrical Scope (Demolition/Removal/ Disposal, Modifications, etc.)	°	° \$
05. Controls Scope (Demolition/Removal/ Disposal, Modifications, etc.)	°	° \$
06. Structural Scope (Demolition/Removal/ Disposal, Modifications, etc.)	°	° \$
07. Security & DSS Abatement		\$10,000
08. TOTAL ACTUAL PROJECT COST		

[END OF EXHIBIT E – COST BREAKDOWN]

INSURANCE INFORMATION

Insurance Information

The form below is to be completed by the Contractor's insurer or by its representative and submitted with by the Successful Bidder following receipt of the Notice of Award.



Project
Leaders

Certificate of Insurance

To be completed only by the Insurer or by its representative.

Name of Insured:	Colliers Project Leaders Contact Name, Address and Telephone Number:
Address and Telephone Number of Insured:	
Operations of Named Insured for which certificate is issued:	
(Note: Provide specific project information including the Colliers Project Leaders Contract number)	

1. Commercial General Liability:

Liability limits not less than \$10,000,000 per occurrence, deductible not exceeding \$10,000. Deductible \$

Insuring Company	Policy number	Policy Limit(s) \$ per occurrence	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
Primary Insurer:				
Umbrella/Excess Insurer:				
<input type="checkbox"/> Applicable to Auto Insurance <input type="checkbox"/> Applicable to Pollution Liability <input type="checkbox"/> Applicable to Manned Air & Watercraft Liability <input type="checkbox"/> Applicable to Unmanned Aerial Vehicle Liability				
Manned Aircraft & Watercraft Liability Insurer, if applicable:				
Liability limits not less than \$5,000,000 per occurrence, deductible not exceeding \$5,000. Deductible \$				
Contractor's Pollution Liability Insurer, Sudden and Gradual:				
Unmanned Aerial Vehicle Liability				

CCDC2 Contract

Issuance Date: 4/16/2025

(Standard Size Contract)

00 21 13

Bid Call Documents - Eligible Contractors
(Division 00)

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Insurer, if applicable:				
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Commercial General Liability provisions:

- Colliers Project Leaders Inc., Ontario Infrastructure and Lands Corporation and His Majesty the King in Right of Ontario are added as Additional Insureds, with respect to liability arising out of the operations of the 'Named Insured' in which the additional Insured(s) have an interest.
- The policy includes Cross-Liability and Severability of Interest provisions, Blanket Form Contractual Liability, Owner's and Contractor's Protective Liability, Broad Form Property Damage, Contingent and/or Employer's Liability, Non- Owned Automobile Liability, Products/Completed Operations and any other provision relevant to the contract work. If applicable to the insured operations, coverage for Blasting, Pile Driving and/or Collapse is included.
- The Commercial General Liability Policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to Colliers Project Leaders.

2. Automobile Liability (if applicable):				
Liability limits not less than \$10,000,000 per occurrence.			Deductible \$	
Insuring Company	Policy number	Policy Limit(s) \$ per occurrence	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
Primary Insurer:				

3. Contractor's Equipment Broad Form Insurance (if applicable):				
Contractor's tools & equipment, materials and supplies in an amount to reflect the replacement cost. Policy includes a Waiver of Subrogation Clause in favour of Colliers Project Leaders Inc. Deductible \$				
Insuring Company	Policy number	Policy Limit(s) \$ per occurrence	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
Primary Insurer:				

4. Broad Form Property Insurance:				
Liability limit of 1.1 times the Contract Price for products, supplies and equipment and or systems including boiler and machinery, that forms part of the Work plus the full value of Owner-supplied products and design services. Deductible not exceeding \$10,000.				
Identify Policy Type:		Policy Includes: Yes		
Builders Risk <input type="checkbox"/>		Warranties * <input type="checkbox"/>		
Deductible:		Flood <input type="checkbox"/>		
		Earthquake <input type="checkbox"/>		
Insuring Company	Policy number	Policy Limit(s) \$ per occurrence	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
Primary Insurer:				
Boiler & Machinery <input type="checkbox"/>		Testing & Commissioning <input type="checkbox"/>		
Deductible:				
Insuring Company	Policy number	Policy Limit(s) \$ per occurrence	Effective Date (yyyy-mm-dd)	Expiry Date (yyyy-mm-dd)
Primary Insurer:				

* If 'Yes' is indicated for Warranties, provide specifics here:

All of the above policies (with the exception of the Automobile Insurance, Section 2 above) must include a clause that states that if the policy is cancelled during the period of coverage, as stated herein, thirty (30) days, (fifteen (15) days if cancellation is due to non-payment of premium), prior written notice by registered mail will be given by the Insurer(s) to Colliers Project Leaders.

INDEMNIFICATION

The Contractor shall indemnify and hold harmless IO, His Majesty the King in right of Ontario, the Owner, the Consultant, and their respective agents, appointees, directors, officers and employees from and against claims, demands, losses, expenses, costs, damages, actions, suits or proceedings that arise out of or are attributable to the Contractor's performance of the Contract. Nothing in this paragraph, shall limit any claim that IO, His Majesty the King in right of Ontario, or the Owner may have under the insurance coverage to be provided under General Condition 11.1 - INSURANCE.

CERTIFICATION

I certify that the insurance is in effect as stated in this Certificate and that I have authorization to issue this Certificate for and on behalf of the Insurer(s). This Certificate is valid until the expiration date(s) stated in the 'Expiry Date' provision, unless notice is given in writing in accordance with the provision of this Certificate.

Date	Broker's or Insurer's Name and Address	Signature and Stamp of Certifying Official

[END OF EXHIBIT F – INSURANCE INFORMATION]