



Invitation to Tender
for
Morning Star Middle School Alterations 2022
3131 Morning Star Dr.,
Mississauga, ON L4T 1X3

Invitation to Tender No.: **RFTMA22-4744**

Issued: **March 29, 2022**

Submission Deadline: **April 20, 2022, 3:00 p.m. local time**

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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 Peel District School Board (“the Board”) to pre-qualified prospective bidders to submit bids for **Morning Star Middle School Alterations 2022**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

The Board operates 215 elementary schools and 42 secondary schools with a total enrolment of approximately 155,000 students. The Board has a full time staff complement of approximately 18,020. The Board’s jurisdiction includes the Town of Caledon, City of Brampton and City of Mississauga. For further information about the Peel District School Board, please visit <http://www.peelschools.org>.

1.2 ITT Contact

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

John Marinescu

john.marinescu@peelsb.com

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 bidder will be required to enter into an agreement with the Board for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”). It is the Board’s intention to enter into the Agreement with only one (1) legal entity. It is anticipated that the agreement will be executed within 15 days. from the Submission Deadline.

1.4 ITT Timetable

Issue Date of ITT	March 29, 2022
Mandatory Virtual Site Visit / Pre-Bid Meeting	April 7, 2022, 3:30 p.m. local time See section 13 of Appendix D for details.
Deadline for Questions	April 11, 2022, 4:00 PM local time All questions must be submitted through Opportunity Q&A in Bonfire. See section 3.2.1 for details.
Deadline for Issuing Addenda	April 13, 2022, 4:00 PM local time
Submission Deadline	April 20, 2022, local time
Irrevocability Period	15 days

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

1.5 Submission of Bids

1.5.1 Bids to be Submitted at Prescribed Location

The Board will use the BonfireHub portal to accept and evaluate quotes digitally for this Request for Quote.

Please contact Bonfire at support@gobonfire.com for questions related to the uploading of your submission.

Please follow these instructions when submitting your documents electronically on Bonfire.

Upload your Submission at: <https://peelsb.bonfirehub.ca/opportunities>

Your Submission must be uploaded prior to the Submission Deadline established for this ITT.

- (a) Uploading large documents may take significant time, depending on the size of the file(s) and Respondent's internet connection speed.
- (b) Onus and responsibility rests solely with the Respondent to deliver its Quote as indicated in the details on or before the Submission Deadline. The Board does not accept any responsibility for submissions delivered to any other location by the Respondent or its delivery agents. Respondents are advised to make submissions well before the deadline. Respondents making submissions near the deadline do so at their own risk. Submissions shall be deemed to be received once they enter into the Bonfire system and a confirming email is returned to the submitting party. Respondent will receive an email from Bonfire with a unique confirmation receipt once they finalize their submission.
- (c) Only the number of files indicated in the Bidding System can be uploaded for each Requested Document. If an uploaded document(s) needs to be changed, the Respondent will need to first delete the old file before re-uploading a new file.
- (d) Respondent should not embed any documents within uploaded files as they will not be accessible.
- (e) Each submission file uploaded is instantly sealed and will only be visible after the closing date and time.
- (f) Each file has a maximum size of 1000MB. Any requested documents exceeding this limit will not be accepted by Bonfire.
- (g) Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled and Adobe Flash Player version 9+ installed.
- (h) There is no cost to the Respondent for uploading submission on Bonfire

1.5.2 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.

1.5.3 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 bid 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 submissions and attachment(s) (if applicable) and to resolve any issues that may arise. The submission deadline of the tender shall be determined by the Board's Bidding System web clock.

Bidders should contact the ITT Contact at least twenty-four hours prior to deadline if they encounter any problems. The Bidding System will send a confirmation email to the bidder advising when the bid was submitted successfully. If bidders do not receive a confirmation email, they should contact the ITT Contact immediately.

To ensure receipt of the latest information and updates via email regarding this opportunity, or if a bidder has obtained this solicitation document from a third party, the onus is on the bidder to create a Bidding System Vendor account and register as a plan taker for the opportunity at <https://peelsb.bonfirehub.ca>.

1.5.4 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.

1.5.5 Withdrawal of Bids

Bidders may withdraw their bids prior to the Submission Deadline. However, the bidder is solely responsible for ensuring that the withdrawn bid is withdrawn through the Bidding System by the Submission Deadline.

1.5.6 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 15 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 best and final offer.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the Board to the selected bidder shall be in writing via a Letter of Intent. 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) business days of notice of selection. This provision is solely for the benefit of the Board and may be waived by the Board.

2.7 Failure to Enter into Agreement

In addition to all other remedies available to the Board, if a selected bidder fails to execute the Agreement or satisfy any applicable conditions within ten (10) business days of notice of selection

by the Letter of Intent, the Board may, without incurring any liability, withdraw the selection of that bidder and proceed with the selection of another bidder.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

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

3.1.2 Bidders to Follow Instructions

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

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed 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 References and Past Performance – N/A for prequalified vendor list

In the evaluation process, the Board may include information provided by the bidder's references and may also 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 and Seek Clarifications

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 to or seek additional information

from the ITT Contact on or before the Deadline for Questions. All questions or comments by bidders may only be sent through the Opportunity Q&A in the Bonfire Portal. The Board will not answer any questions submitted by any other means. The Board will provide answers to any questions through the Bonfire Portal only.

The Board is under no obligation to provide additional information, and the Board shall not be responsible for any information provided by or obtained from any source other than the ITT Contact. It is the responsibility of the bidder to seek clarification from the ITT Contact 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. In the Submission Form (Appendix B), bidders should confirm their receipt of all addenda by setting out the number of each addendum in the space provided.

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 of Unofficial Results

The Board will publish the unofficial bid results within one (1) business day of bid closing by way of public notice in the bidding system.

3.3.2 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.

3.3.3 Debriefing

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification. The intent of the debriefing information session is to aid the bidder in presenting a better bid in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

3.3.4 Procurement Protest Procedure

If a bidder wishes to challenge the ITT process, it should provide written notice within 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. The Board will respond in accordance with Section 14 of its Procurement Regulations.

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 (or any individual that owns, controls, operates, manages or directs the 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 or other commitments; or
- (c) any conduct, situation or circumstance determined by the Board, in its sole and absolute discretion, to have constituted a Conflict of Interest;

- (d) litigation history.

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. . In addition and for the purposes of a report to the Trustees of the Board, pricing information as well as total dollar value of the bid may be reported in a public report and will not be considered confidential. Further, the Board may be ordered by the Information and Privacy Commissioner under the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56, as amended, to disclose additional information identified by a bidder as proprietary and confidential. The bidder acknowledges that any personal or confidential information which bidders provide is being collected and will be used exclusively for the purposes of analyzing, evaluating and assessing bids submitted. 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

Appendix A consists of:

- Stipulated Price Contract – Standard Document PDSB 2011 (Rev. December 2018), and
- Agreement between the Board and Contractor.

A PDF copy of the Form of Agreement is available for download on the Bonfire™ Bidding System Website under **ITT RFTMA22 - 4744** at <https://peelsb.bonfirehub.ca>.

APPENDIX B – SUBMISSION FORM

1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
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. The bidder is requested to confirm that it has received all addenda by listing the addenda numbers, or if no addenda were issued by writing the word "None", on the following line: _____. Bidders who fail to complete this section will be deemed to have received all posted addenda.

5. No Prohibited Conduct

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

6. Conflict of Interest

Bidders must declare all potential Conflicts of Interest, as defined in section 3.4.1 of the RFP. 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:

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 15 days following the Submission Deadline.

9. Execution of Agreement

The bidder agrees that in the event its bid is selected by the Board by a Letter of intent, 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. This provision is solely for the benefit of the Board and may be waived by the Board. Where the Board elects to waive this provision, upon the issuing of the Letter of Intent, the bidder agrees that the Agreement in the form of Appendix A is deemed to have been entered by the Board and the bidder.

Signature of Bidder Representative

Name of Bidder Representative

Title of Bidder Representative

Date

I have the authority to bind the bidder.

APPENDIX C – PRICING

1. Instructions on How to Provide Pricing

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”).
- (b) The bidder confirms that the pricing information provided is accurate. The bidder acknowledges that any inaccurate, misleading or incomplete information, including withdrawn or altered pricing, could adversely impact the acceptance of its bid or its eligibility for future work.

2. Evaluation of Pricing

Evaluation will consist of a review of all compliant bids to determine the lowest acceptable price.

3. Required Pricing Information

Refer to the Bid Table – Appendix 1 – Bid Table **BT- 26DR** in Bonfire Bidding System.

APPENDIX D – ITT PARTICULARS

A. THE DELIVERABLES

Provide the alterations and renovations work for three entrances to Morning Star Middle School 3131 Morning Star Dr., Mississauga, ON L4T 1X3, in accordance with the requirements of the Bid Documents, consisting of the following:

- a. Invitation to Tender ITT – RFTMA22-4744
- b. Specifications, schedules, detail drawings and reports (as per Table of Contents) – Appendix F
- c. Drawings (as per list of Drawings) – Appendix G

B. MATERIAL DISCLOSURES

1. STIPULATED PRICE CONTRACT AGREEMENT

The bidder if successful will enter into the Stipulated Price Contract (attached as Appendix A) if notified in writing by the Board via a Letter of Intent within 15 calendar days from the Submission Deadline of the tender.

2. ELECTRONIC BID BOND AND AGREEMENT TO BOND

Bidders shall upload their Bid Bond and Agreement to Bond in the Bonfire Bidding System. All bonds required by the terms of this Tender shall be in the form of an e-bond from a provider which has been assessed and approved by the Surety Association of Canada. A list of approved providers is available at the following link:

<http://www.surety-canada.com/en/ebonding/assessments.html>.

Bidders are strongly encouraged to discuss the Board's digital bond requirements with their surety company well in advance of submitting a bid, to ensure that the bond that is submitted will meet the Board's requirements.

A scanned copy of a paper bond does not constitute a digital bond and will render your submission non-compliant. Should your surety company provide you with both Bid Bond and Agreement to Bond (outlined below) in one combined document, do not attempt to split this into two separate files as it will negate the security features of the digital bond, not allowing the board to verify its authenticity and rendering it non-compliant. Simply upload the same document twice into Bonfire.

Bonds shall be made out in the name of Peel District School Board, using the latest edition of the CCDC approved bond forms. The Board does not endorse or promote any third party digital bond service provider.

BID BOND

Each submission shall be accompanied by an electronic Bid Bond in the amount of 10% of the Tender Price (total quoted as per Appendix 1 – Rate Bid Form). Made out to the Peel District School Board.

And an

AGREEMENT TO BOND

From an approved bonding company for a 50% performance bond and a 50% labour and material payment bond.

Amounts to include all applicable taxes.

Bonfire has entered into partnership with Mobile Bonds for E-Bonding solutions. Mobile Bonds is an online application that enables contractor bidders and their bonding partners to create digital surety bonds.

The bidder acknowledges and agrees to comply with the special provisions specified with respect to the wording/and or conditions under which the Performance bond may be invoked and remain in force as a Maintenance bond.

On completion of the work the Performance Bond shall remain in force as a Maintenance Bond for a period of one (1) year from the date of acceptance of the building by the Board. It shall form a guarantee of workmanship and materials for the one (1) year period.

3. OCCUPANCY REQUIREMENTS

The bidder acknowledges and agrees to comply with the terms and conditions of the Project Occupancy Requirements as outlined in the Board's Stipulated Price Contract attached as Appendix A.

4. CONSTRUCTION SCHEDULE

Upon notification of acceptance by the Board to the successful bidder via Letter of Intent, the bidder agrees to proceed with construction of the Work and submit the project schedule and confirmation of the subcontract orders within ten (10) calendar days of receiving such notification.

In the event that any of the above events does not occur within the timelines set out above, the Board reserves the right to withdraw the Letter of Intent and may proceed with the selection of another bidder.

The bidder undertakes as part of this ITT to:

- | | |
|---|--------------------|
| a) Have the building (s) "Fit for Occupancy by: | August 30, 2022 * |
| b) Have the building(s) and site work completed by: | September 15, 2022 |
| c) Have the contract completed in its entirety by: | September 15, 2022 |

* Only the installation and commissioning of the elevator may be delayed and carried outside of the school hours pass this date.

5. COST CONSIDERATIONS

The bidder confirms that all appropriate costs such as winter heat, inclement weather protection and all overtime costs for all trades to meet the aforementioned schedule have been included in the tender price submitted to achieve this date.

The bidder further confirms that all costs related to the uncertainties of the market, labour and supply chain, including any risks and additional cost due to the ongoing Pandemic, between the time of bid submission and the time the project is anticipated to be completed have been included in the tender price. The Board will not consider any request of cost increases caused by the changes in market, labour and supply chain conditions.

6. LIST OF SUBCONTRACTORS

It is acknowledged that the bidder proposes to use subcontractors and/or suppliers to perform work of this contract. The bidder confirms that such subcontractors chosen by the bidder to perform the work have been investigated by the bidder to confirm their reliability and competence to carry out the work in accordance with the contract documents. The bidder further agrees that no changes may be made without the express written approval of the Board.

Extra costs to the contract will not be considered for the subcontractor/supplier substitution regardless of the reason, except where substitution is requested by the Board

7. FEES FOR CHANGES IN WORK

The bidder acknowledges and agrees that the fees referred to in the Requirement of the Stipulated Price Contract attached as Appendix A will apply to changes in the Contract not covered by unit prices.

8. BID/CONTRACT/DRAWING AND SPECIFICATION DOCUMENTS

All documents associated with this tender call may be found on the Bonfire portal.

Documents are provided for bidding purposes only, their use does not confer license or grant for other purposes.

A copy of the soil investigation report may be found in the bid documents.

9. GRATUITOUS PAYMENTS

The Board shall not entertain requests for gratuitous payments arising from errors alleged to have been made in a tender which the Board has accepted.

10. BUILDING PERMIT AND OTHER ASSOCIATED FEES

The building permit has been applied for by the Consultant and shall be paid for by the Board. The successful bidder will pay all other necessary fees, deposits and charges related to municipal, provincial and federal requirements. The successful bidder is responsible for determining the amounts of these permits.

11. AWARDING OF WORK FOR MULTIPLE SITES

The Board reserves the right to award contractors only the amount of work which the Board is confident can be completed on schedule by the successful bidder. In order to expedite the completion of work within the terms of the contract the Board may distribute awards from bids at its sole and unfettered discretion. The decision of the Board is final.

12. WSIB/INSURANCE

The successful bidder will provide proof of WSIB coverage and applicable insurances as outlined in the Stipulated Price Contract prior to commencing work identified under this tender call.

13. MANDATORY VIRTUAL SITE/PRE-BID MEETING

A mandatory virtual site/pre-bid meeting will be held on **April 7, 2022, 3:30 p.m. Eastern Time.**

All potential bidders must join the Zoom meeting that will be organized and conducted by the consultant. Failure of the potential bidder to be present during the entire meeting will result in the non-consideration of their bid. Bidder's presence during the entire meeting is expected, the attendance list will be verified before the adjournment.

Zoom Meeting Details:

Join Zoom Meeting

<https://us02web.zoom.us/j/83068205560?pwd=TThyVmJnODMyaUZYMVBGSVJxS29hdz09>

Meeting ID: 830 6820 5560

Passcode: 088989

Find your local number: <https://us02web.zoom.us/j/k9LocUNZB>

You are required to download Zoom on your respective devices and familiarize yourself with the application prior to the meeting.

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 (Rate Bid Table BT-26DR in Bonfire Bidding System)

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

3. Electronic Bid Bond / Agreement to Bond / Letter of Credit

Bidders shall upload their electronic Agreement to Bond and electronic Bid Bond in the bidding system.

4. Other Mandatory Submission Requirements

N/A

D. MANDATORY TECHNICAL REQUIREMENTS

N/A

APPENDIX E – TERMS AND CONDITIONS

AS ATTACHED