

Section 00 02 00 Instruction to Bidders

PART 1

GENERAL

1.1

INVITATION

.1

Bid Call:

Offers signed under seal, executed, and dated will be submitted as PDF files by email no later than 2:00:00pm (EST), January 17, 2025.

Bid to be labeled:

BID SUBMISSION – ESC DE LA VERENDRYE – GYMNASIUM ADDITION

.2

Bid Submission Email Address:

John Budinsky, Designer

Bortolotto Design Architect Inc.

Email: john.budinsky@bortolotto.com

.3

In the event that more than one submission is received from the same Bidder, only the last submission received will be considered.

.4

Hardcopy, or electronically sent amendments to submitted Bids will not be accepted.

.5

Amendments to a submitted Bid will be permitted if received at the Bid Submission Email Address prior to the Bid Call Deadline stated above and if endorsed by the same party or parties who signed and sealed the originally submitted Bid. Amendments to the Bid price shall contain only the dollar value to add or subtract from the originally submitted Bid.

.6

The Owner is not responsible to reimburse Bidders for any expenses, no matter how incurred, in the preparation of their Bid submission as required pursuant to the tender process.

.7

The Owner will not consider and will return unopened any Bids received after the Bid Closing Deadline.

1.2

COMPLIANCE

.1

The Bidder acknowledges that by submitting a Bid, it has accepted an offer by the Owner to enter into a “Bid contract” for the evaluation of Bids and the award of the Contract, if an award is made. The Bidder acknowledges that the terms of the “Bid contract” are represented by the Bid Documents.

.2

Failure to submit a Bid which complies with the requirements of these Instructions to Bidders may cause the Owner to declare a Bid non-compliant.

1.3

INTENT

.1

Intent of this Bid Call is to obtain an offer to perform work for the construction of the **ÉSC de La Verendrye – Gymnasium Addition** in Thunder Bay, Ontario for a Stipulated Price Contract, in accordance with the Contract Documents.

- .2 Refer to Section 01 00 05 - Summary of the Work for a detailed description of the Work.
- .3 The Owner makes no representation, warranty or guarantee as to the accuracy of the information contained in the Contract Documents or issued by way of addenda. Any quantities shown or data contained in the Contract Documents or provided by way of addenda are estimates only and are for the sole purpose of indicating to Bidders the general size of the work. It is the Bidder's responsibility to avail itself of all the necessary information to prepare a tender in response to this Bid Call.
- .4 All of the provisions of this Bid Call are deemed to be accepted by each Bidder and incorporated into each Bidder's tender.

1.4 PROJECT IDENTIFICATION

- .1 The Project is identified as **ÉSC de La Vérendrye – Gymnasium Addition**, Consultant's file number **vg2311**, as prepared by Bortolotto Design Architect Inc. with Drawing List as indicated on Drawings and Specification Sections within the Table of Contents.
- .2 The Project Location is at 175 High Street North, Thunder Bay, Ontario.

1.5 BID CALL SCHEDULE

- .1 The following is the schedule for the Bid Call:
 - .1 Issue Date of Bid Call: December 6, 2024
 - .2 Mandatory Site Meeting: 3:00:00pm (EST), December 17, 2024
 - .3 Deadline for Questions: 2:00:00pm (EST), January 7, 2025
 - .4 Deadline for Issuing Addenda: 2:00:00pm (EST), January 10, 2025
 - .5 Bid Call Deadline: 2:00:00pm (EST), January 17, 2025
- .2 The Bid Call Schedule is tentative only and may be changed by the Owner in its sole discretion at any time prior to the Bid Call Deadline.

1.6 CONTRACT/BID DOCUMENTS

- .1 Bid Form
- .2 Definitions
 - .1 Except as otherwise defined in these Instructions to Bidders, the defined terms in these Bid Documents are taken from the Contract. The term Contract is defined in the Agreement.
 - .2 Bid Documents: Contract Documents supplemented with Instructions to Bidders, Bid Form, and Bid Supplementary Forms identified therein, Agreement, Definitions and General Conditions of the CCDC2 - 2020 document, Supplementary Conditions, Specifications (per Table of Contents), Drawings (per Drawing List) and Addenda issued during Bidding period.
 - .3 Bid, Offer, or Bidding: Act of submitting an offer under seal.
 - .4 Bid Price: Monetary sum identified in Bid Form as an offer to perform required work.

- .3 Availability
 - .1 Bidders to obtain Bid Documents only through the Construction Association of Thunder Bay (CATB). For further information about the CATB, visit the website at www.catb.on.ca
 - .2 The Bid Documents are made available only for the purpose of submitting Bids for the Project. Availability and/or use of the Bid Documents do not confer a licence or grant for any other purpose.
 - .3 Immediately notify Bid Coordinator if Bid Documents are missing or incomplete or upon finding discrepancies or omissions.
- .4 Queries/Addenda
 - .1 Direct questions are to be provided in written form only to:
Bid Coordinator:
John Budinsky, Designer
Bortolotto Design Architect Inc.
Email: john.budinsky@bortolotto.com
 - .2 The Bid Coordinators are the sole contacts for the Bidders in respect of Bidding on this Project. A Bid may be disqualified where contact is made with any person other than the Bid Coordinators.
 - .3 All Queries and questions shall be submitted in writing only to the Bid Coordinator at the supplied email address. Neither the Owner nor the Prime Consultant will be responsible for instructions, clarifications or amendments communicated orally.
 - .4 The Bid Documents may only be amended by an addendum in accordance with this section. If the Owner, for any reason, determines that it is necessary to provide additional information relating to this Bid, such information will be communicated to all proponents by addenda by way of the Construction Association of Thunder Bay (CATB). Each addendum shall form an integral part of the Bid Documents.
 - .5 If Bidders find discrepancies, omissions, errors, departures from building by-laws, codes or good practice, and points considered to be ambiguous or conflicting, they shall bring them to the attention of the Bid Coordinator by e-mail only, and not less than fourteen (14) Working Days before the Bid Call Deadline, so that the Bid Coordinator, if deemed necessary, issue instructions, clarifications or amendments by addendum to all Bidders prior to the Bid Call Deadline. The Bid Coordinator will endeavour to issue such addenda at least seven (7) Calendar Days prior to the Bid Call Deadline.
 - .6 Reply will be in form of an addendum by way of the Construction Association of Thunder Bay (CATB). Each addendum shall form an integral part of the Bid Documents and their receipt shall be acknowledged in the space provided on the Bid Form.
 - .7 Such addenda may contain important information including significant changes to the Bid Documents. Bidders are responsible for obtaining all addenda issued by the Bid calling authority.
- .5 Approved Alternatives
 - .1 Where Bid Documents stipulate a particular product, substitutions will be considered by the Consultant up to fourteen (14) Working Days before the Bid Call Deadline. Refer to specification Section 01 23 00 – Alternatives for submission requirements.

- .2 When a request to substitute a product is made, the Consultant may approve the substitution and inform the Bid Coordinator to issue an Addendum. Approval is only binding when confirmed by written addenda.
- .3 In submission of substitutions to products specified, Bidders shall include in their Bid, any changes required in work to accommodate such substitutions. A later claim by Bidder for an addition to contract price because of changes in work necessitated by use of substitutions shall not be considered.
- .6 Alternates/Unit Prices
 - .1 General Contractors are invited to submit Unsolicited General Contractor Alternatives to the tendered price for alternative materials or methods not approved prior to the Bid Call Deadline.
 - .2 Unsolicited General Contractor Alternatives will not be used to determine the lowest Bid and will only be used when approved by the Owner and the Contract Price will be adjusted accordingly.
 - .3 Provide complete information on required revisions to other Work to accommodate each Unsolicited General Contractor Alternative, dollar amount of additions to or reductions from Bid Price, including revisions to other Work. Unsolicited General Contractor Alternatives shall include all the information required by Section 01 23 00 – Alternatives.
 - .4 Unless Unsolicited General Contractor Alternatives are submitted in this manner and subsequently accepted, provide products as specified.
 - .5 Invited Alternatives, Separate Prices and Unit Prices listed in Section 00 03 00 must be shown on the Bid Form. Tenders missing this information may be declared informal and are subject to rejection.

1.7 HST

- .1 The Harmonized Sales Tax (HST) is considered an applicable value added tax for the purpose of this Bid, however the Bid price shall NOT include Value Added Taxes. All other eligible taxes shall be included in the Bid price. The successful contractor will indicate on each application for payment as a separate amount the appropriate HST the Owner is legally obliged to pay.
- .2 Any taxes or increases to taxes announced prior to the date of the issuance of the Bid Documents and scheduled to come into effect subsequent to it shall be taken to be included in the Bid price.

1.8 PERMITS AND FEES

- .1 The Owner will obtain and pay for the Building Permit (if applicable).
- .2 Contractors are to obtain and pay for any other required permits including, but not limited to:
 - .1 Sprinkler permits.

1.9 QUALIFICATIONS

- .1 The Bidder shall, in addition to ratings and qualifications stated elsewhere in the bid documents, be competent and possess an acceptable experience level verifying its capability of successfully performing the various items of work involved in this project.
- .2 Complete the following appendices to the bid form which shall form part of the bid documents:

- .1 Bidder's senior staff to be assigned to this project. Indicate supervisor who will be in attendance at the Place of the Work while work is being performed.
- .2 Proposed subcontractors.

1.10 INSURANCE

- .1 The Contractor shall provide General Liability insurance and all other insurances as per Section 00 80 10 - Supplementary Conditions and the CCDC2 2020 Stipulated Price Contract document and the CCDC41 Insurance Requirements document.
- .2 The Contractor will be responsible for the payment of the deductible on all claims. The deductible will be in the amount of \$5,000.00.

1.11 MANDATORY PRE-BID MEETING

- .1 Mandatory Bidders Pre-Bid Meeting
 - .1 **Bidders are required to participate in a Mandatory Pre-Bid Meeting on-site at 3:00:00pm (EST), December 17, 2024. Meet at the Main Entrance.**
 - .2 Representatives of Owner and Prime Consultant will be in attendance.
 - .3 Information relevant to Bid Documents will be recorded in Addendum and issued via the Construction Association of Thunder Bay (CATB).
 - .4 All attendees must ensure that they register their name and title as well as their company name with the Owner's Representative.
 - .5 The Purpose of this Mandatory On-site Briefing is to provide Proponents with a briefing of the project scope and expectations including, but not limited to security requirements, access, movement throughout the facility etc.
 - .6 Failure to attend and register at the Mandatory On-site Briefing will result in disqualification of the Bidder's Submission.

1.12 SITE ASSESSMENT

- .1 Site Examination
 - .1 General Contractors and their sub-trades may review the site located in Thunder Bay, Ontario, during a scheduled site visit, or upon request. Non-scheduled visits must be arranged by appointment only. Contact the Owner's or Consultant's representative to arrange a site visit time.
 - .2 Bidders should take note of existing site features and existing building conditions visible at time of tendering which may affect the work. No allowance will be made for additional costs and no claims will be entertained in connection with conditions which could reasonably have been ascertained by such investigation or other due diligence prior to submitting a Bid.
 - .3 Contractors shall provide all work required to accommodate the existing conditions and to achieve the intent as shown regardless of whether such work is specifically indicated in the Contract Documents.

1.13 BID SUBMISSION

- .1 Bid Price
 - .1 The Bid Form provides that the Bid price shall be provided in numbers only.

- .2 Where the Bid Forms require the Bidder to provide a breakdown of the Bid price, the Bid price shall govern in the case of conflict or ambiguity between the Bid price and the sum of the breakdown of the Bid price.
- .2 Bid Ineligibility
 - .1 Bids that are not originals, unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the Owner's sole discretion, be declared non-compliant.
 - .2 Bids with Bid Forms and enclosures which are improperly prepared may, at the Owner's sole discretion, be declared non-compliant.
 - .3 Bids that fail to include Bid security, bonding or insurance requirements when requested at Bidding stage, may at the Owner's sole discretion, be declared non-compliant.
- .3 Submissions
 - .1 Bidders shall be solely responsible for delivery of their Bids in the manner and time prescribed.
 - .2 Submit offer on Bid Forms provided, signed and with corporate seal digitally.
 - .3 Fill in all blank spaces on the Bid Forms in ink or typewritten, providing all information requested. Spaces not used or not required to be filled in to be marked N/A. Failure to provide all requested information on the Bid Forms and failure to fill in all blank spaces may result in a Bid being declared non-compliant.
 - .4 Use only the Bid Forms issued as part of the Bid Documents for the Project.
 - .5 Except where expressly set out to the contrary in this Bid Call or in the Bidder's tender, the tender and any accompanying documentation submitted by a Bidder shall become the property of the Owner and shall not be returned.

1.14 BID ENCLOSURES/REQUIREMENTS

- .1 Bid Security
 - .1 Not required.
- .2 Agreement to Bond
 - .1 Stipulated Price Bid Submission must include a clear and unqualified commitment from a surety company licensed to carry on business in the Province of Ontario, to provide Labour and Material Payment and Performance Bonds.
 - .2 The Agreement to Bond must reference:
 - .1 The project and Owner.
 - .2 The monetary value of each of the bonds.
 - .3 Include all associated costs of bonds in the Bid Price.
 - .4 Required Bonds:
 - .1 Labour and Material Payment Bond in the amount of 50% of the contract value.
 - .2 Performance Bond in the amount of 50% of the contract value
- .3 Bid Form Requirements.
 - .1 The Bidder, in submitting an offer, accepts the time period stated in Contract Documents for performing the Work. Completion date in Agreement must be completion time added to commencement date of the Work.

- .2 Where required by the Bid Documents, a Bidder shall submit a List of Subcontractors the Bidder proposes to perform an item of the Work called for by the Contract. Failure of the Bidder to list Subcontractors and Suppliers, where required, or the listing by a Bidder of more than one Subcontractor or Supplier to perform or supply an item of work listed, may result in the Bid being declared non-compliant.
- .3 Where the Bidder lists "Own Forces" in lieu of a Subcontractor, the Bidder shall carry out such item of the Work with its "Own Forces". Where "Own Forces" have been listed by the Bidder, the Owner reserves the right to obtain information from the Bidder and from third parties respecting the qualifications and experience of the Bidder's "Own Forces" for such item of the Work. If the Owner determines that the Bidders "Own Forces" are not sufficiently qualified or sufficiently experienced to undertake such item of the Work, the Owner in its sole and absolute discretion, may reject the Bid.
- .4 Bid Signing
 - .1 Bid Form shall be signed under seal by the Bidder and the person(s) signing such Bid Form must be authorized to bind the Bidder.
 - .2 Sole Proprietorship: Signature of sole proprietor in presence of witness who will also sign. Insert words "Sole Proprietor" under signature. Affix seal.
 - .3 Partnership: Signature of all partners in presence of witness who will also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
 - .4 Limited Company: Signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.
 - .5 Joint Venture: Each party of joint venture must execute Bid under respective seals in manner appropriate to such party as described above, like requirements of Partnership.
- .5 Appendices to Bid Form
 - .1 Appendix A - Separate Prices: Include a listing of separate prices as specifically requested in Bid Documents.
 - .2 Appendix B – Unit Prices: Include pricing for specified quantities.
 - .3 Appendix C - Alternatives: Include volunteered cost variations to Bid price.
 - .4 Appendix D – Schedule of Itemized Prices and Proposed Subcontractors.
 - .5 Appendix E – Bidder's Project Staff.
- .6 Supplementary Bid Information
 - .1 Prior to commencing Work, the Contractor shall deliver to the Owner:
 - .1 A Workplace Safety Insurance Board Certificate in good standing with the Workplace Safety Insurance Board,
 - .2 Valid Performance Bonds, each bond to comply with the requirements of the Bid Documents,
 - .3 Stand alone certified true copies of insurance policies required by the Bid Documents naming the Owner and the Consultant as "additional insureds".

1.15 OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer

- .1 Bids shall remain open to acceptance, and irrevocable for a period of sixty (60) days after the Bid Call Deadline. Bidders will be formally notified of tender award and status of Bid as soon as practical. The Owner will provide a debriefing upon request to the unsuccessful Bidders. The Bidder must request a debriefing, in writing, within thirty (30) days after the Project has been publicly awarded.
- .2 Bid Clarifications
 - .1 The Owner reserves the right to seek clarification and supplementary information relating to the clarification from Bidders after the Bid Call Deadline. The response received by the Owner from a Bidder shall, if accepted by the Owner, form an integral part of that Bidder's tender. The Owner reserves the right to interview any or all Bidders to obtain information about or clarification of their tenders. In the event that the Owner receives information at any stage of the evaluation process which results in earlier information provided by the Bidder being deemed by the Owner to be inaccurate, incomplete or misleading, the Owner reserves the right to reconsider the Bidders compliance with the requirements and adjust the Bidders ranking and compliance accordingly.
- .3 Reserved Rights of the Owner, the Owner may:
 - .1 Make public the names of any or all Bidders;
 - .2 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 tender;
 - .3 Reject a Bidder's tender on the basis of:
 - .1 The Bid being limited by way of addition or omission of information,
 - .2 The requirements for Bid security not being satisfied,
 - .3 It not being signed by an authorized person or it was not properly witnessed or sealed,
 - .4 It not being submitted on the prescribed Bid Form,
 - .5 Changes being made to the Bid Form,
 - .6 A financial analysis determining the actual cost of the tender 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);
 - .7 Information provided by references,
 - .8 The Bidder's past performance on previous contracts awarded by the Owner,
 - .9 The information provided by a Bidder pursuant to the Owner exercising its clarification rights under this Bid Call process, or
 - .10 Other relevant information that arises during this Bid Call process;
 - .4 Waive formalities and accept tenders which substantially comply with the requirements of this Bid Call;
 - .5 Verify with any Bidder or with a third party any information set out in a tender;
 - .6 Check references other than those provided by any Bidder;
 - .7 Disqualify any Bidder whose tender contains misrepresentations or any other inaccurate or misleading information;
 - .8 Disqualify any Bidder or the tender of any Bidder who has engaged in conduct prohibited by this Bid Call;

- .9 Make changes, including substantial changes, to this Bid Call provided those changes are issued by way of addenda in a manner set out in the Bid Call;
 - .10 Select any Bidder other than the Bidder whose tender reflects the lowest cost to the Owner;
 - .11 Cancel this Bid Call process at any stage;
 - .12 Cancel this Bid Call process at any stage and issue a new Bid Call for the same or similar deliverables;
 - .13 Accept any tender in whole or in part;
 - .14 Discuss with any Bidder different or additional terms to those contemplated in this Bid Call or in any Bidder's tender;
 - .15 If a single tender is received, reject the tender of the sole Bidder and cancel this Bid Call process or enter into direct negotiations with the sole Bidder; or,
 - .16 Reject any or all tenders in its sole and absolute discretion;
- .4 These reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and the Owner shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Bidder or any third party resulting from the Owner exercising any of its express or implied rights under this Bid Call.
- .5 By submitting its tender, the Bidder authorizes the collection by the Owner of the information set out under 1.14.3.6 and 1.14.3.7 in the manner contemplated in those subparagraphs.
- .6 The low Bid shall be determined on the basis of lowest Bid in accordance with Contract Documents on which Project is to be actually constructed, including those Alternatives and Separate Prices for which prices have been invited and which are to be incorporated in the Work. Unsolicited General Contractor Alternatives, not approved prior to the close of tender, will not be used to determine the Low Bid.
- .7 In the event that the lowest Bid is over budget but within 15%, the Owner may choose to negotiate reductions in the Contract Price with the lowest Bidder only. Should the Owner be seeking reductions in excess of this amount the Owner may choose to re-tender the Project.
- .8 After acceptance by Owner, the Owner's Project Manager will issue to the successful Bidder, a written Bid acceptance.

1.16 LIMIT OF LIABILITY

- .1 The liability of the Bidder to the Owner for loss and damage arising out of the Bidder's breach of the "Bid contract" shall be limited to the lesser of the actual loss suffered by the Owner and the amount of Bid security described in paragraph 1.14.1 Bid Security.
- .2 The liability of the Owner to any Bidder for loss and damage arising in tort or for the breach by the Owner of the "Bid contract" shall be limited to the lesser of the amount of Bid security described in paragraph 1.14.1 Bid Security and the reasonable cost to the Bidder of preparing its Bid.

1.17 GOVERNING LAW OF THE BID CALL PROCESS

- .1 This Bid Call process shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

1.18 COMMUNICATION

- .1 Bidders shall not issue or make any statements or news release concerning their Bid, the Bid process, the Owner's evaluation of the Bids, or the Owner's award or cancellation of the Bid process without the express written consent of the Owner.

1.19 INFORMATION OBTAINED FROM THE OWNER

- .1 All information provided by or obtained from the Owner in any form in connection with this Bid Call either before or after the issuance of this Bid Call: (a) is the sole property of the Owner and must be treated as confidential; (b) is not to be used for any purpose other than replying to this Bid Call and the performance of any subsequent Contract; (c) must not be disclosed without prior written authorization from the Owner; and d) shall be returned by the Bidders to the Owner immediately upon the request of the Owner.

END OF SECTION