



Invitation to Tender
For
**General Contractors for the New Construction of the Barrie Fire and Emergency
Service Station 6**

Invitation to Tender No.: **FIN2023-009T**

Issued: **March 4, 2024**

Submission Deadline: **April 3, 2024 at 2:00 PM local time**

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- Attachment C – Supplementary Conditions to CCDC 2-2020
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- Attachment E – Agreement to Bond

PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by the City of Barrie (the “City”) to prospective bidders to submit bids for **General Contracting Services for the New Construction of the Barrie Fire and Emergency Service Station 6**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

The City will only accept bids for this ITT from the general contracting firms on the City’s pre-qualified supplier list developed at the outcome of the Request for Supplier Pre-Qualifications # FIN2023-138PQ General Contractors for the New Construction of the Barrie Fire and Emergency Service Station 6, reiterated as follows:

1. W.S. Morgan Construction Limited
2. Bertram Construction (Ontario) Ltd.
3. Construction Solutions ASI Inc.
4. M.J. Dixon Construction Limited
5. Elite Construction
6. JR Certus Construction Co. Ltd.
7. Verly Construction Group Inc
8. Chandos Construction LP
9. Pegah Construction Ltd.
10. Aquicon Construction Co. Ltd.
11. Struct-Con Construction Ltd.

1.2 Type of Contract for Deliverables

The selected bidder will be required to enter into an agreement with the City for the provision of the Deliverables in the form attached as Appendix A to the ITT (the “Agreement”). It is the City’s intention to enter into the Agreement with only one (1) legal entity. The selected bidder will be required to execute the agreement by way of digital signature via DocuSign.

1.3 ITT Timetable

Issue Date of ITT	March 4, 2024
Deadline for Questions / Deadline for Equivalency Requests	March 22, 2024 at 2:00 PM local time
Deadline for Issuing Addenda	March 27, 2024 at 2:00 PM local time
Submission Deadline	April 3, 2024 at 2:00 PM local time
Anticipated Execution Date for Agreement	April 2024
Irrevocability Period	90 Calendar Days

The ITT timetable is tentative only and may be changed by the City at any time. For greater certainty, Calendar Days means every day on the calendar including weekends and holidays. Business Days means Monday to Friday excluding statutory holidays observed by the City.

It is strongly recommended that bidders review this ITT document, its attachments, the Contractor's insurance requirements (Attachment C – Supplementary Conditions to CCDC 2-2020), and the Bidding System to submit their questions well in advance of the Deadline for Questions to receive a timely response from the City.

1.4 Bidding System Registration

The City will only consider bids received from bidders who have registered with the City's electronic bidding system at [Bids and Tenders](#) (the "Bidding System") and have obtained the ITT directly from the Bidding System.

All bidders must establish a Bidding System account and be registered as a Plan Taker for the bid opportunity, which will enable the bidder to download the ITT, to receive addenda email notifications, download addenda and to submit their bid electronically through the Bidding System.

1.5 ITT Contact and Bidders' Questions

1.5.1 ITT Contact

For the purposes of this procurement process, all communications in relation to this ITT must be made to the ITT contact through the Bidding System at [Bids and Tenders](#), unless specifically instructed within the ITT document. Post bid closing communications in relation to this ITT may be made through purchasing@barrie.ca.

Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials or other representatives of the City, other than the ITT Contact. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

1.5.2 Bidders' Questions

Prior to the Deadline for Questions, bidders may ask questions or seek additional information in relation to this ITT through the Bidding System using the "Submit a Question" link associated with this bid opportunity. The City will not accept any bidder's questions or requests for information by any other means, except as specifically stated in this ITT.

1.6 Submission of Bids

1.6.1 Electronic Submission Only

Bids must be submitted electronically through the Bidding System. The City will not accept bids submitted by any other method.

1.6.2 Bids must be Received on Time

Bids will only be accepted if they are received by the Bidding System by no later than the Submission Deadline.

The Submission Deadline will be determined by the Bidding System clock. The timing of the bid submission is based on when the bid is **received** by the Bidding System, regardless of when the bidder began the submission process. Onus and responsibility rest solely with the bidder to ensure its bid is received by the Bidding System by no later than the Submission Deadline.

Bidders are advised that transmission of bids can be delayed due to file transfer size, transmission speed and other issues. Bidders are strongly encouraged to allow sufficient time to upload their bid submission and attachment(s), if applicable, and to resolve any issues that may arise. Bidders making submissions near the Submission Deadline do so at their own risk.

The Bidding System will send a confirmation email to the bidder advising that their bid was successfully received.

1.6.3 Acknowledgement of Addenda

It is the responsibility of the bidder to have received all addenda to this ITT that have been issued by the City through the Bidding System. Bidders will be required to check a box for each addendum and any applicable attachments that have been issued before a bidder can submit their bid in the Bidding System.

Addenda will typically be issued through the Bidding System at least forty-eight (48) hours prior to the Submission Deadline. However, in some cases it may be necessary for the City to issue an addendum within the forty-eight (48) hours prior to the Submission Deadline. In such cases, the addendum will include an extension of the Submission Deadline.

Bidders must check the Bidding System for any addenda up until the Submission Deadline.

If a bid is submitted before an addendum is issued, the Bidding System will automatically withdraw the bid and identify the status of the bid as incomplete (not accepted by the City). The withdrawn bid can be viewed by the bidder in the "MY BIDS" section of the Bidding System. The bidder is solely responsible for:

- (a) reviewing the status of their bid;
- (b) making any required adjustments to their bid;
- (c) acknowledging the addendum; and
- (d) ensuring the bid is re-submitted and received by the Bidding System by no later than the Submission Deadline.

The City will not be responsible for the withdrawal of a bid due to the bidder's failure to acknowledge any addenda issued prior to the Submission Deadline.

1.6.4 Withdrawal or Amendment of Bids

Bidders may withdraw their bids prior to the Submission Deadline through the Bidding System.

If a bidder wishes to amend an already submitted bid prior to the Submission Deadline, the bidder may withdraw the submitted bid and submit a revised bid prior to the Submission Deadline through



the Bidding System. The bidder is solely responsible for ensuring that the revised bid is received by the Bidding System by no later than the Submission Deadline.

1.6.5 Bids Irrevocable after Submission Deadline

Bids shall be irrevocable for a period of 90 Calendar 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 City 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 City, 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 City, 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 City's reserved rights, the compliant bidder with the lowest pricing will be selected to enter into the Agreement in accordance with the following section. In the event of a tie, the selected bidder will be determined by way of a coin toss.

2.6 Notice to Bidder and Execution of Agreement

Notice of selection by the City to the selected bidder shall be in writing. The selected bidder shall execute the Agreement in the form attached as Appendix A to this ITT and satisfy any other applicable conditions of this ITT, including the pre-conditions of award listed in Section E of the ITT Particulars (Appendix D), within seven (7) days of notice of selection. This provision is solely for the benefit of the City and may be waived by the City.



2.7 Failure to Enter into Agreement

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within seven (7) days of notice of selection, the City may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to the City.

[End of Part 2]

PART 3 – TERMS AND CONDITIONS OF THE ITT PROCESS

3.1 General Information and Instructions

3.1.1 ITT Incorporated into Bid

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

3.1.2 Bidders to Follow Instructions

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

3.1.3 Bids in English

All bids are to be in English only.

3.1.4 No Incorporation by Reference

The entire content of the bidder's bid should be submitted in a fixed form, and the content of websites or other external documents referred to in the bidder's bid but not attached will not be considered to form part of its bid.

3.1.5 Past Performance

In the evaluation process, the City may consider the bidder's past performance or conduct on previous contracts with the City or other institutions.

3.1.6 Information in ITT Only an Estimate

The City 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 City

The City 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 City 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 City may contract with others for goods and services the same as or similar to the Deliverables or may obtain such goods and services internally.

3.2 Communication after Issuance of ITT

3.2.1 Bidders to Review ITT

Bidders shall promptly examine all of the documents comprising this ITT, and

- (a) shall report any errors, omissions or ambiguities; and
- (b) may direct questions or seek additional information

through the Bidding System prior the Deadline for Questions. The City is under no obligation to provide additional information, and the City is not responsible for any information provided by or obtained from any source other than by addenda issued by the ITT Contact through the Bidding System. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. The City 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. If the City, 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 through the Bidding System. Each addendum forms an integral part of this ITT.

3.2.3 Post-Deadline Addenda and Extension of Submission Deadline

If the City determines that it is necessary to issue an addendum after the Deadline for Issuing Addenda, the City may extend the Submission Deadline for a reasonable period of time.

3.2.4 Verify, Clarify and Supplement

When evaluating bids, the City 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 City shall, if accepted by the City, form an integral part of the bidder's bid.

3.3 Notification and Debriefing

3.3.1 Notification to Other Bidders

Once the Agreement is executed by the City and a bidder, the other bidders may be notified directly in writing and shall be notified by public posting in the same manner that this ITT was originally posted of the outcome of the procurement process.

3.3.2 Debriefing

In accordance with the City's Procurement By-law, 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 thirty (30) 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 or its outcome.

3.3.3 Procurement Protest Procedure

If a bidder wishes to challenge the ITT process, it should provide written notice to the ITT Contact in accordance with the City's Procurement By-law and procurement protest procedures. The notice must provide a detailed explanation of the bidder's concerns with the procurement process or its outcome.

3.4 Conflict of Interest and Prohibited Conduct

3.4.1 Conflict of Interest

For the purposes of this ITT, the term "Conflict of Interest" includes, but is not limited to, any situation or circumstance where:

- (a) in relation to the ITT process, the bidder has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to (i) having, or having access to, confidential information of the City 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 City may disqualify a bidder for any conduct, situation or circumstances, determined by the City, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

3.4.3 Disqualification for Prohibited Conduct

The City may disqualify a bidder, rescind a notification of selection or terminate a contract subsequently entered into if the City 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 City; 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 City may prohibit a supplier from participating in a procurement process based on past performance or based on inappropriate conduct in a prior procurement process, including but not limited to the following:

- (a) illegal or unethical conduct as described above;

- (b) the refusal of the supplier to honour submitted pricing or other commitments; or
- (c) any conduct, situation or circumstance determined by the City, in its sole and absolute discretion, to have constituted a Conflict of Interest.

3.5 Confidential Information

3.5.1 Confidential Information of the City

All information provided by or obtained from the City in any form in connection with this ITT either before or after the issuance of this ITT

- (a) is the sole property of the City 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 City; and
- (d) must be returned by the bidder to the City immediately upon the request of the City.

3.5.2 Confidential Information of Bidder

Bidders are advised that the City is governed by Ontario's *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") and information submitted to the City in bid to this ITT may be subject to disclosure under MFIPPA. 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 City and is advised to consult with their own legal advisors regarding the appropriate way to identify such information. The City will make reasonable efforts to safeguard confidential information, subject to its disclosure requirements under MFIPPA or any disclosure requirements imposed 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 City to advise or assist with the ITT process, including the evaluation of bids. If a bidder has any questions about the collection and use of 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 City

The City 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 City;
- (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 City 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 City'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

The terms and conditions of the ITT process

- (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 City; and
- (c) are to be governed by and construed in accordance with the City of Barrie Procurement By-law 2019-015 and all associated procedures and protocols, as amended, the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

APPENDIX A – FORM OF AGREEMENT

SUPPLEMENTARY CONDITIONS TO CCDC 2-2020, stipulated price contract

The Supplementary Conditions have been developed by The Corporation of the City of Barrie (the “Owner”).

The Canadian Construction Documents Committee (“CCDC”) for a stipulated price contract between the *Owner* and *Contractor*, CCDC 2-2020 consisting of the Agreement, Definitions, General Conditions Parts 1 to 13 inclusive is hereby amended as set out in the Supplementary Conditions that have been included as Attachment C – Supplementary Conditions to CCDC 2-2020 to this ITT document.

Supplementary Conditions shall be read in conjunction with, and in case of conflict, take precedence over, the Agreement, Definitions and General Conditions. Amendments to any provisions of the Agreement, Definitions and General Conditions shall be considered as superseding the affected provision thereof.

Where a General Condition or paragraph of the General Conditions of the contract is deleted by the Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

The Contractor shall be responsible for printing out a hard copy of the CCDC 2-2020 after full execution and purchasing and applying the official copyright seal to each copy printed.

APPENDIX B – SUBMISSION FORM

(to be completed in the Bidding System)

1. 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.

2. 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.

3. No Prohibited Conduct

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

4. Conflict of Interest

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

If the box in the Bidding System 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, the bidder shall check the box in the Bidding System and must set out the details of the actual or potential Conflict of Interest in the Bidding System where indicated.

- 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.

5. 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 City to the advisers retained by the City to advise or assist with the ITT process, including with respect to the evaluation this bid.

6. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of 90 Calendar Days following the Submission Deadline.

7. Execution of Agreement

The bidder agrees that in the event its bid is selected by the City, 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.

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) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (c) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (d) **Rates quoted by the bidder shall not be subject to adjustment for any reason except as otherwise set out in the Contract.**

2. Evaluation of Pricing

Pricing will be evaluated based on the lowest total price (excluding HST) for the Bidder who is compliant to all deliverables as stated within this ITT.

3. Required Pricing Information

Bidders shall complete the Bidding System Schedule of Prices.

4. Provisional Pricing

Provisional items will not be included as part of the Evaluation of Pricing (Section 2).

The City reserves the right to award none, or all of the provisional items listed on the Pricing Form. The decision as to the award of the provisional items will be based on the City’s budget availability and will be at the sole discretion of the City. The City may choose to award provisional items at the time of contract award or after using the change order process. Please see Attachment A – Drawings and Attachment B – Specifications for the scope of work required for the provisional items.

5. Cash Allowance

Cash allowances have been included for testing and inspection and door hardware in Attachment A – Drawings and Attachment B – Specifications. Pricing shall be submitted and reviewed for approval before any work can proceed.

The use of the cash allowance must be approved by the City in writing before the work commences. Cash allowance payment shall be made based on the actual invoice for the work completed, if approved by the City. The Contractor shall not be entitled to any markup,



administrative fees, overhead and profit. The cash allowance shall be carried by the Contractor, not individual subcontractors. The cash allowance is deemed to be all inclusive, but not to include HST. More information on the use of cash allowances can be found in the CCDC 2 – Stipulated Price Contract and Attachment C – Supplementary Conditions to CCDC 2-2020.

APPENDIX D – ITT PARTICULARS

A. THE DELIVERABLES

1. Overview

This ITT is being issued by the City to invite pre-qualified general contracting firms to submit a bid for the provision of all necessary materials, labour, equipment, and general contracting services for the new construction of the Barrie Fire and Emergency Service (“BFES”) Fire Station 6 as described within this ITT and its attachments. The new BFES Station 6 will be located at 845 Maplevue Drive East, Barrie, Ontario. The successful bidder (the “Contractor”) will be responsible for executing the construction of the new facility and providing general contracting services for the project.

2. Background

General

BFES is responsible for emergency fire response throughout the City of Barrie, operating five fire stations across the area. In 2015, City Council approved changes to the Fire Master Plan to accommodate medium and long-term goals aimed at addressing changing dynamics and a growing population.

This RFPQ is specifically related to the construction of the new Fire Station 6, which is part of the Fire Master Plan.

As one of Canada's fastest-growing cities, Barrie has experienced unprecedented growth over the past decade, with the population doubling in size. As newly acquired annexed lands are developed, additional fire response services will be required to support the growing population.

Site Background

The project site is located directly within the developing Hewitt’s Gate East Subdivision in the newly annexed south-Barrie area. The existing site is described as 845 Maplevue Drive East, Barrie, located at the southwest corner of Maplevue Drive East and Price William Way.

3. General Contractor Scope of Work

This ITT provides the scope of work to serve as a general guideline and the minimum expectations of the Deliverables to be provided by the Contractor on this project. Please also see Attachment A – Drawings and Attachment B – Specifications.

Overview of Scope of Work and Services

This scope of work shall be read in conjunction with Attachment A – Drawings and Attachment B – Specifications and will include but is not limited to the following:

- Project start-up including mobilization on site.
- Develop, implement, and maintain a Health and Safety plan.
- Obtain permitting, with the exception of the Building Permit, and approvals.
- Demolition, decommissioning, and removal of any existing assets on site.
- Construction of the BFES Station 6.
- Reoccurring progress meetings with City and stakeholders.
- Testing, commissioning, and start-up of components and systems installed with operator training on installed and commissioned systems.
- Coordination and contract administration with the project Consultant.
- Coordination with City and other City appointed contractors such as furniture and appliance vendors, and/or Information Technology ("IT") and communication contractors.
- Coordination with utility service providers for the construction of BFES Station 6.
- Final cleaning of the facility and site for occupancy.
- Demobilization and full close-out procedures.
- Minimum one (1) year guaranteed maintenance and warranty period, unless otherwise stated.

4. Contract

The successful bidder will be required to enter into a CCDC 2-2020 Stipulated Price Contract and supplementary conditions with the City as per this ITT and its attachments.

5. Project Schedule / Timelines

In coordination with the City's project manager and consultant, the Contractor shall provide a detailed project schedule within five (5) Business Days after award of contract that meets the City's timelines. The following timelines are tentative only and may be changed by the City at any time. Construction shall be completed in a timely manner and efforts made to minimize delays.

Anticipated Award of Construction Contract	April 2024
Construction Begins	May 2025
Substantial Performance of the Work	June 2025
Total Completion of the Work	July 2025
Warranty Period Complete	July 2026

6. Consultant

The City has retained an Architect/Consultant to provide the full scope of consulting services in relation to this project.

Bidders are not permitted to contact the Consultant at any time to discuss this ITT or the proposed work in relation to BFES Station 6. If a bidder attempts or has attempted to contact the consultant

or subconsultant for the purpose of retaining information on this ITT, the bidder may be disqualified from any and all bid opportunities relating to this project.

7. City Project Manager

A project manager from the City will be the authorized representative throughout the course of this project. The successful bidder shall coordinate all work at the respective City properties with the City's project manager.

8. Supervision of Labour

The Contractor shall keep on the jobsite the competent site supervisor that was included in the bidder's submission to RFPQ # FIN2023-138PQ General Contractors for the New Construction of the Barrie Fire and Emergency Service Station 6 and any necessary assistants.

The site supervisor shall always be on site when construction is ongoing. The site supervisor shall represent the Contractor.

9. City Supervision

The City's project manager will supervise for the purposes of assuring the City that the drawings and specifications are being properly executed. They shall not supervise or give instructions to any Contractor's employees or subcontractors. While the City's project manager shall provide the Contractor with all reasonable assistance in interpreting the drawings, specifications, and intent, however, such assistance shall not relieve the Contractor from any responsibility of the work.

The Contractor shall be responsible for all aspects of the work described and shall not rely on the City or its personnel to have the expertise required to complete the work.

The City may stop work at any time if the Contractor, its employees, or subcontractors are found to be working in an unsafe manner. A meeting will be held within 48 hours to discuss an appropriate course of action.

10. Inspection

The Contractor shall always provide the City's project manager access to the work.

If any work is required to be inspected, tested, or approved, the Contractor shall give the City's project manager a minimum of 48 hours notice of its readiness for inspection.

11. Changes

After the contract has been awarded, no change in design or substitutions of materials will be allowed, unless granted by the City. All changes must be submitted by the Contractor and approved in writing by the City's project manager.

12. Laws, Regulations, Permits, Fees, and Licences

The successful bidder shall ensure all work is being performed in accordance with, and under authorization of all applicable authorities, including Municipal, Provincial and Federal legislation. The Contractor shall be responsible for ensuring compliance by its suppliers and subcontractors.

The successful bidder shall also abide by all Ontario Health & Safety Association regulations, including the *Occupational Health and Safety Act* ("OHSA") and Regulations for Construction Projects. All workers shall wear the required personal protective equipment including but not limited to, Canadian Standards Association ("CSA") approved safety boots and a hard hat.

The successful bidder shall apply and obtain necessary permits, pay all fees, all inspection fees and furnish all necessary certificates to conform to Federal, Provincial, Municipal and Local laws, rules, and regulations which, in any way, affect the work. Where permits and/or licences are not required to carry out the work, the Contractor shall provide written confirmation to the consultant and/or City that applicable jurisdiction was consulted regarding permits/licences relating to work and that jurisdiction does not require permits or licences to complete the contract in its entirety.

13. Health and Safety

The City of Barrie's health and safety goal is a healthy and safe work environment. Health and safety programs are considered key to the development and maintenance of this environment. The City expects its employees and contractors to work safely.

The selected bidder must have an Occupational Health and Safety Policy as per the OHSA. The selected bidder must supply the elements of their program to implement that policy that are specific to the hazards of the work being bid upon and submitted with the bid document. The Contractor is to supply for review and consideration, evidence of worker training in health and safety, including but not limited to Ministry of Labour mandatory training (work and supervisor), and any training that may relate to hazards associated with the work, prior to any work commencement.

Unless explicitly referenced elsewhere in contract documentation, the Contractor will be designated as the Constructor, as defined by the *Occupational Health and Safety Act*, for the purpose of this work. As Constructor, the Contractor shall assume all of the responsibilities of the Constructor as set out in the *Occupational Health and Safety Act* and its regulations and enforce strict compliance therewith.

The Contractor shall ensure that this work is conducted in a safe manner consistent with the intent of the *Occupational Health and Safety Act*, the *Environmental Protection Act*, and any other pertinent legislation. Violations of any such legislation may result in the Contractor being removed from the project.

The Contractor shall appoint a competent person as defined by the *Occupational Health and Safety Act* to supervise this work. The Contractor shall provide to the City's representative (a)

certificate(s) of training through a recognized industry organization as evidence of the individual's competence, prior to any work commencement.

Where required by the *Occupational Health and Safety Act* and its regulations, the Contractor shall register the project with the Ministry of Labour's Construction Health and Safety Branch within thirty (30) days of undertaking the project and prior to starting work on the site. The Contractor shall pay all registration fees. A copy of the registration must be posted in a visible location at the site and submitted to the City's representative before starting work on site (Notice of Project).

The Contractor shall provide a written emergency plan, which includes a process for addressing a critical injury, accident or incident as defined by the *Occupational Health and Safety Act*, to the City's representative for review. It shall be posted on site prior to any work commencement.

Where required, the Contractor shall provide a telephone, appropriate first aid facilities, eye wash stations and any other measures required for emergency use as identified in the emergency plan prior to any work commencement.

The Contractor shall provide to the City's representative, throughout the course of the work, copies of all inspection reports, including any preventative or corrective measures taken to uphold site safety.

The Contractor shall provide to the City's representative, throughout the course of the work, all accident/incident reports and associated documentation.

The City's representative will stop the work immediately for any major violation of the *Occupational Health and Safety Act* or its regulations. The Contractor shall not resume the work until any such violation has been rectified.

The Contractor shall be responsible for any delay in the progress of the work due to a violation of legislated requirements or City health and safety requirements of which they have been advised and shall take the necessary steps to avoid delay in the final completion of the work without additional cost to the City.

14. Trades Licenses and Certification

The Contractor shall ensure that any work requiring a trade licence and or certification is completed by a competent person who holds a valid trade license and/or certificate related to that field. Apprentice trades people, unless accompanied by licensed and/or certified trades people will not be acceptable to perform specified services that require a full license or certification.

15. Coordination

The Contractor shall coordinate their work, and collaborate, with other City contracts or utilities having works in the same areas of this project as required. This may include contracts such as furniture suppliers, washroom accessory supplies, or any other speciality contract outside of the scope of this contract for the successful completion of this project.

16. Utility Coordination

The Contractor shall be responsible for coordination with utility providers. The Contractor shall be required to arrange with the utility provider engineering for an inspection of the related installs with a minimum of 48 hours notice before work begins.

17. Site Servicing

As of the date of this ITT, there is currently no existing electrical service at the construction site. The Contractor shall assess the situation and incorporate the necessary provisions in their bids to address the absence of electrical service. This may include but is not limited to the provision of temporary power solutions, coordination with utility providers for new electrical service installation, and any associated costs or scheduling implications.

18. Pre-Purchased Emergency Generator Set

The City has pre-purchased an emergency generator set for this project to avoid any schedule delays due to the recently experienced long lead time for such equipment. The generator manufacturer shall be responsible for manufacturing and delivering the pre-purchased generator to the site. The Contractor shall be responsible for installing the pre-purchased generator. The Contractor shall coordinate with the generator manufacturer to arrange an inspection of the related works with a minimum of 48 hours notice at the time of installation to ensure compliance with the generator warranty as identified in Attachment A – Drawings and Attachment B - Specifications.

B. MATERIAL DISCLOSURES

The material disclosures that apply to this ITT, if any, are set out below.

1. Prequalification

Only general contracting firms prequalified under RFPQ # FIN2023-138PQ General Contractors for the New Construction of the Barrie Fire and Emergency Service Station 6 shall be eligible to submit a bid for the new construction of the BFES Station 6.

2. Equivalency Process

Specified products, manufacturers and/or brand names have been specified for this project in Attachments A - Drawings and Attachment B - Specifications. The City is willing to consider an equivalent to the specified items, however, determination of the item to be an acceptable equivalent will be at the sole discretion of the City.

If a bidder wishes to include a substitute or equivalent in its bid pricing, the bidder must complete the following steps:

- a) Bidders who wish to bid on substitute or equivalent products, must submit the substitute or equivalent through the Bidding System using the "Submit a Question" link associated with this bid opportunity before the Deadline for Questions.
- b) Bidders shall submit information and documentation regarding the proposed substitution or equivalent to the City **no later than three (3) Business Days** after the City's request from the Bidding System, including the following:
 - Reason for the change.
 - Benefits to the City.
 - Identification of current product lead time (from shop drawing approval) and confirmation that it will not extend the project timelines beyond the identified project schedule.
 - Full submittal package including manufacturer data sheets, shop drawings (including physical dimensions, weights, power requirements, performance data, etc.)
 - Independent test reports, and performance differences compared with the specifications.
 - Additional information or documentation as requested by the City.
- c) It is at the discretion of the City and its representatives whether the proposed substitution or equivalent is acceptable and meets the City's performance objectives.
- d) Bidders will receive notification of acceptable products in the form of an Addendum.

3. Personnel Changes

Throughout the full duration of the project, the Contractor shall not be permitted to substitute personnel named in the submission to RFPQ # FIN2023-138PQ General Contractors for the New Construction of the of the Barrie Fire and Emergency Service Station 6. The only condition under which the City would permit the Contractor to change personnel is if the individual named in the submission ceases to be employed by the Contractor or is unable to perform their job function, and in this case, the proposed substitution shall have equal or greater qualifications

and/or experience as determined by the City. The Contractor shall notify the City in writing, and the City retains the right to refuse the personnel change.

4. Electrical Systems Requirements

Design, construction, and applicable permits/fees for any and all electrical work must conform to the following codes and standards:

- ESA – Electrical Safety Authority
- CSA – Canadian Standards Association
- EEMAC – Electrical & Electronics Manufacturers Association of Canada
- NFPA – National Fire Protection Association
- OBC – Ontario Building Code
- MOL – Ministry of Labour

The City of Barrie has a Health and Safety Notice to any contractor(s) performing any electrical work on any City of Barrie facilities.

The Contractor shall adhere to the below items. Non-compliance will result in a stop work order and the ESA and MOL notified:

- Any worker found performing work on or around live electrical equipment shall adhere to the most current and stringent regulations for Ontario, Ontario Health & Safety Act (Green Book/MOL) CSA Z462 Workplace electrical safety standard, Control of Hazardous Energy (LOTO), Ontario Electrical Safety Code and City of Barrie policies.
- The City of Barrie has a firm **NO LIVE WORK** policy. The City of Barrie requires that **ALL WORK** involving connection into existing distribution be coordinated with the City of Barrie prior to work commencing.
- In addition, the City of Barrie requires that ALL WORKERS completing or supervising electrical work on City sites shall submit the following training certificates at the project kickoff meeting with the City: Control of Hazardous Energy (LOTO) and Z462 Workplace electrical safety training.

5. Insurance

The Contractor will be responsible for submitting a Certificate of Insurance that demonstrates the required insurance to the City as a Pre-Condition of Award and prior to the expiry date of any required insurance policy. Where possible, the Contractor shall use the link to the Bidding System to upload their Certificates of Insurance.

6. Accessibility for Ontarians with Disabilities Act (AODA) Compliance

All information and documents provided to the City which are to be publicly available, as determined by the City in its sole discretion, must be made accessible according to the Accessibility for Ontarians with Disabilities Act (AODA). All material must meet the Website Content Accessibility Guidelines (WCAG) 2.0 Level AA standard, with all PDF documents meeting the PDF U/A standard. To ensure that WCAG and PDF U/A standards are met, a PAC report, Common Look report or equivalent is required to be provided for all public-facing materials.

C. MANDATORY SUBMISSION REQUIREMENTS

1. Submission Form (Appendix B)

Each bidder shall complete Appendix B Submission Form (Appendix B) in the Bidding System.

2. Pricing (Appendix C)

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

3. Bonding

3.1 Digital Bid Bond

Each bidder shall provide with their submission a Digital Bid Bond in the amount of \$250,000.00 (two hundred fifty thousand). The Digital Bid Bond shall be issued by a surety company authorized by law to do business in the Province of Ontario.

The Digital Bid Bond shall be forfeited should the selected bidder fail to execute a contract with the City within seven (7) calendar days.

Bidders shall upload the Digital Bid Bond in the Documents & Bonding section of Bidding System in the upload file labelled "Digital Bid Bond".

3.2 Digital Agreement to Bond

Each bidder shall provide with their submission a Digital Agreement to Bond in the form as available for download in the Bidding System Bid Details Documents section, or other form used by a surety company authorized by law to do business in the Province of Ontario. The Digital Agreement to Bond shall be issued by a surety company authorized by law to do business in the Province of Ontario.

- a) Bonding capacity to provide a 50% Labour and Materials Payment Bond in the form as prescribed in the Construction Act (Form 31 - Labour and Material Payment Bond).

- b) Bonding capacity to provide a 50% Performance Bond in the form as prescribed in the Construction Act (Form 32 - Performance Bond).

Bidders shall upload the Digital Agreement to Bond in the Documents & Bonding section of Bidding System in the upload file labelled "Digital Agreement to Bond".

3.3 Digital Bonds (Digital Bid Bond & Digital Agreement to Bond)

The digital bonds shall include:

- i. assurances that the document was duly executed by the parties identified and that it is enforceable by law (this requires the use of a third-party digital service provider);
- ii. digital signatures and digital seals (**a scanned copy of a paper bond is NOT acceptable**); and,
- iii. a method of authentication that confirms "Integrity of Content". The bond shall include assurances that the document received is the true document executed and the content has not been changed or altered (all instructions for accessing authentication shall be included with the uploaded bonds).

The bidder and its surety company should refer to the e-bonding information on the Surety of Association of Canada's website which includes:

- i. A Checklist of Industry Requirement for e-Bonding Solutions which sets out the requirements for digital bonds.
- ii. A list of third parties that provide on-line surety digital bond services such as Mobile Bonds or Xenex Enterprises. The City does not endorse or promote any third party digital service provider.

Failure to comply with the above requirements shall result in rejection of your bid.

Note: If bidders receive the digital "Digital Bid Bond" and "Digital Agreement to Bond" in one .pdf document, bidders should upload the completed document in both the Digital Bid Bond and the Digital Agreement to Bond upload files on the Documents & Bonding section of the Bidding System. DO NOT split the document into two separate documents.

5. List of Subcontractors Form

Bidders shall complete the List of Subcontractors form in the Bidding System. At minimum, bidders must provide the following information:

- Name of Subcontractor
- Work Type to be Subcontracted; and
- Approximate Value of Subcontracted Work

Any change in Subcontractors from those listed shall have equal or better qualification and/or experience as determined by the City of Barrie. The selected bidder must also have approval by the City of Barrie prior to the replacement Subcontractor starting work on the project.

Failure on the part of the bidder to declare in their submission all Subcontractors or to advise the City of a change in Subcontractor may result in disqualification in accordance with Section 3.4.3. Disqualification for Prohibited Conduct.

6. Other Mandatory Submission Requirements

Not applicable.

D. MANDATORY TECHNICAL REQUIREMENTS

The mandatory technical requirements that apply to this ITT, if any, are set out below.

Not applicable.

E. PRE-CONDITIONS OF AWARD

The pre-conditions of award that apply to this ITT, if any, are set out below.

- **WSIB Certificate** - Upon selection and prior to award, the selected Bidder must provide a current Certificate of Clearance from the Workplace Safety and Insurance Board.
- **Insurance Certificate** – Upon selection and prior to award, the selected bidder must provide a current Certificate of Insurance as per the ITT requirements with the Corporation of the City of Barrie listed as an additional insured.
- **AODA** - Upon selection and prior to award, the selected bidder must provide confirmation of completion of AODA training.
- **Bonding** – Upon selection and prior to award, the selected bidder must provide a bonds as per the ITT requirements.
- **Health and Safety** – Upon selection and prior to award the selected Bidder must provide their Occupational Health and Safety plan as described above.
- **Contract** – The selected bidder will be required to execute the Agreement by way of digital signature via DocuSign as coordinated by the City.
- **Electronic Funds Transfer (EFT)** – The selected bidder will be required to submit a completed EFT Authorization Agreement Form if not already on file.

F. PREVIEW OF ON-LINE BIDDING SYSTEM SCHEDULES

Please find below a **preview only** of certain schedules (collectively, “**Schedules**”) that will need to be **completed online only** through the Bidding System by the bidder as part of your Bid submission.



The bidder acknowledges that the preview below is provided as a courtesy only (to assist the bidder in determining the size and scope of the project, etc.) and shall not be relied upon in any way.

Please note that the Schedules shown below are **subject to change/addition/deletion by addendum(s)** issued by the City. Following the issuance of each addendum, such changes may be reflected in the electronic Schedules to be completed, but will not be reflected in this document. It is the bidder's responsibility to review all addendums and ensure that the Bid is submitted based on the current requirements.

For greater certainty, the bidder shall submit their Bid by completing all Schedules and fields in the online Bidding System. Any Bid submitted on the basis of the preview Schedules below may in the City's sole discretion, be disqualified and rejected on the basis of being incomplete.

FIN2024-009T - General Contractors for the New Construction of the Barrie Fire and Emergency Service Station 6

Opening Date: March 4, 2024 4:00 PM

Closing Date: April 3, 2024 2:00 PM

Schedule of Prices

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City of Barrie (unless otherwise specified in the Pricing Form).

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

Pricing Form - Base Bid

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (b) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Rates quoted by the bidder shall not be subject to adjustment for any reason except as otherwise set out in the Contract.

2. Evaluation of Pricing

Pricing will be evaluated based on the lowest total price (excluding HST) for the Bidder who is compliant to all deliverables as stated within this ITT.

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price *	Total (Est. Quantity x Unit Price)
1	Base Bid - Provide the lump sum price to complete the scope of work described in the ITT #FIN2024-009T and its attachments without the costs for cash allowance items and provisional items.	1	Lump Sum		
Subtotal:					

Pricing Form - Provisional Items

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (b) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Rates quoted by the bidder shall not be subject to adjustment for any reason except as otherwise set out in the Contract.

2. Evaluation of Pricing

Not applicable.

3. Provisional Items

Provisional items will not be included as part of the Evaluation of Pricing (Section 2).

The City reserves the right to award none, or all of the provisional items listed on the Pricing Form. The decision as to the award of the provisional items will be based on the City’s budget availability and will be at the sole discretion of the City. The City may choose to award provisional items at the time of contract award or after using the change order process. Please see Attachment A – Drawings and Attachment B – Specifications for the scope of work required for the provisional items.

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price *	Total (Est. Quantity x Unit Price)
1	Provisional Item 1 - Waste Collection Point Enclosure: Provide the lump sum price to upgrade to the Waste Collection Point Enclosure, replacing the cost in the base bid for the fenced area, in accordance with the drawings and specifications.	1	lump sum		
2	Provisional Item 2 - Solar PV Panels, provide the lump sum price for this scope of work in accordance with the specifications and drawings.	1	lump sum		
3	Provisional Item 3 - Four Fold Doors: Provide the price per door, to upgrade to four-fold bay doors, replacing the cost in the base bid for the overhead bay doors, in accordance with the specifications and drawings.	1	each		
4	Provisional Item 4 - Planting and vegetation, provide the lump sum price to supply and install planting and vegetation in accordance with the specifications outlined in Landscape Drawings L101.	1	lump sum		

Pricing Form - Cash Allowances

1. Instructions on How to Complete Pricing Form

- (a) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST.
- (b) Rates quoted by the bidder must be all-inclusive and must include all labour and material costs, all travel and carriage costs, all insurance costs, all costs of delivery to the City, all costs of installation and set-up, including any pre-delivery inspection charges, and all other overhead, including any fees or other charges required by law.
- (c) Rates quoted by the bidder shall not be subject to adjustment for any reason except as otherwise set out in the Contract.

2. Evaluation of Pricing

Pricing will be evaluated based on the lowest total price including provisional items (excluding HST) for the Bidder who is compliant to all deliverables as stated within this ITT.

3. Cash Allowances

Cash allowances have been included for testing and inspection and door hardware in Attachment A – Drawings and Attachment B – Specifications. Pricing shall be submitted and reviewed for approval before any work can proceed.

The use of the cash allowance must be approved by the City in writing before the work commences. Cash allowance payment shall be made based on the actual invoice for the work completed, if approved by the City. The Contractor shall not be entitled to any markup, administrative fees, overhead and profit. The cash allowance shall be carried by the Contractor, not individual subcontractors. The cash allowance is deemed to be all inclusive, but not to include HST. More information on the use of cash allowances can be found in the CCDC 2 – Stipulated Price Contract and Attachment C – Supplementary Conditions to CCDC 2-2020.

Line Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Total (Est. Quantity x Unit Price)
1	Cash Allowance 1 – Testing and Inspection	Cash Allowance	1	\$25,000.0000	\$ 25,000.0000
2	Cash Allowance 2 – Door Hardware	Cash Allowance	1	\$75,000.0000	\$ 75,000.0000
Subtotal:					\$ 100,000.0000

Summary Table

Bid Form	Amount
Pricing Form - Base Bid	
Pricing Form - Cash Allowances	\$ 100,000.0000
Subtotal Contract Amount:	

Specifications

Specifications are defined in the Bid document.

Bidder Information

Description	Bidder's Response	
Contact Name:		*
Contact Title:		*
Contact Phone:		*
Contact Fax:		
Contact Email:		*
HST Registration Number:		
Business Identification Number (BIN):		
Legal Company Name (as per HST Registration Number):		*
Name(s), Title(s) and email address(s) of the person(s) that have the authority to bind the organization for execution of the contract, if awarded:		*

Sub-Contractors

The Bidder shall state all Subcontractor(s) and type of Work proposed to be used for this project. Bidders shall NOT indicate “TBD” (To Be Determined) or “TBA” (To Be Announced) or similar wording and shall not indicate multiple choices of Subcontractor names for any Subcontractor category in their list of Subcontractors.

List of Subcontractors

Bidders/Respondents/Proponents shall complete the List of Subcontractors table below. At minimum, bidders/respondents/proponents must provide the following information:

- Name of Subcontractor
- Work Type to be Subcontracted; and
- Approximate Value of Subcontracted Work

Any change in Subcontractors from those listed below shall have equal or better qualification and/or experience as determined by the City of Barrie. The bidder/respondent/proponent must also have approval by the City of Barrie prior to the replacement Subcontractor starting work on the project.

Failure on the part of the bidder/respondent/proponent to declare in the table below all Subcontractors or to advise the City of a change in Subcontractor may result in disqualification in accordance with Section 3.4.3. Disqualification for Prohibited Conduct.

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

Line Item	Name of Subcontractor	Work Type to be Subcontracted	Approximate Value of Sublet Work if available	
1				*
2				
3				
4				
5				

Documents

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

BONDING UPLOAD SECTION

Bidders shall submit with their on-line bid Digital Bond(s) as specified in the bid document.

The City of Barrie will be **accepting digital bonds ONLY** for any bids issued on or after **June 1, 2021**. Scanned bonds (Bid Bond & Agreement to Bond) will no longer be accepted for bids issued on or after June 1, 2021. Vendors are encouraged to contact their surety provider well in advance of submitting a bid as the process may take several weeks. More information about digital bonds can be found on the Surety Association of Canada website.

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

Appendix B Submission Form

1. 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.

2. 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.

3. No Prohibited Conduct

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

4. 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 City to the advisers retained by the City to advise or assist with the ITT process, including with respect to the evaluation this bid.

5. Bid Irrevocable

The bidder agrees that its tender shall be irrevocable for a period of 90 Calendar Days following the Submission Deadline.

6. Execution of Agreement

The bidder agrees that in the event its bid is selected by the City, 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.

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

The bidder/proponent/respondent must declare all potential Conflicts of Interest, as defined in the solicitation document. 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/proposal/response; **AND** (b) were employees of the City within twelve (12) months prior to the Submission Deadline.

If the bidder/proponent/respondent clicks "No", the bidder/proponent/respondent will be deemed to declare that (a) there was no Conflict of Interest in preparing its submission; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the solicitation document.

Do you have any actual or potential Conflict of Interest to declare?

☒ **Yes** ☐ **No**

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

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

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