



THE REGIONAL MUNICIPALITY OF YORK REQUEST FOR TENDERS

RFTC-709-23-22021

**Warehouse Upgrades at 145 Harry Walker Parkway,
Newmarket**

Date of Release of RFTC: October 4, 2024

Accessible formats or communication supports are available upon request.

Contact: Procurement Office, purchasing@york.ca

1-877-464-9675 extension 71900

RFTC-709-23-22021 - Construction of the Warehouse Upgrades at 145 Harry Walker Pkwy

Opening Date: October 4, 2024 4:00 PM

Closing Date: November 4, 2024 1:00 PM

Schedule of Prices

The first table is a Summary Table which shows the pricing tables for the various components of work to be completed, goods to be provided and/or services to be performed and specifies whether or not the pricing table is Mandatory. A red exclamation mark in the right-hand column of the Summary Table indicates that the Bidder/Proponent must enter pricing information in that pricing table prior to submitting its Bid/Proposal. A green check mark in the right-hand column of the Summary Table indicates that all of the required pricing has been entered for that pricing table.

An asterisk in a column header of a pricing table indicates that the requested information must be submitted in that column for all items in the table. An asterisk at the end of a row indicates that all requested information must be submitted for that line item.

Bidders/Proponents must insert prices for all mandatory items. If a Bidder/Proponent cannot provide any mandatory item, it shall not submit a Bid/Proposal. If an item is not mandatory and is not being bid on, it should be left blank. If a Bidder/Proponent inserts a price of \$0.00 for any item, it will be required to provide that item at no cost to the Region.

If a pricing table is specified as Non-Mandatory in the Summary Table, but contains a red exclamation mark in the right hand column, Bidders/Proponents must either opt out of providing information in the table by clicking in the “Opt Out” field, or enter all required information in the table.

If there are multiple pricing tables you must click on the “Edit” button in the Summary Table for the pricing table that you wish to bid on in order to access that pricing table.

Once you have entered your prices in a pricing table click on the “Save My Bid” button. The sub-total for each pricing table will appear in the Summary Table.

All prices submitted shall be in Canadian funds. Prices shall exclude Harmonized Sales Tax ("HST"), but shall include all other taxes and duties, as well as any reduction in the Bidder's/Proponent's operating costs due to rebating of any sales taxes. All payments made under the Contract will be subject to HST only.

Any qualifications to pricing shall result in the rejection of your bid.

Part A - Base Scope of Work

ITEM No:	ITEM DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE *	TOTAL
1	Warehouse Alterations in accordance with description in Section 01 11 00	Lump Sum	1		
2	Electric Charging Infrastructure and Electrical System Upgrade in accordance with the description in Section 01 11 00, A051 and E002.	Lump Sum	1		
Subtotal:					

Part B - Provisional Items

ITEM No:	ITEM DESCRIPTION	UNIT OF MEASUREMENT	ESTIMATED QUANTITY	UNIT PRICE *	TOTAL
P1	All work associated with the construction and installation of the Public Works training tower as described in section 01 11 00 and A421	Lump Sum	1		
P2	Supply and installation of Wayfinding Signages as described in A009 and A010	Lump Sum	1		
Subtotal:					

PART C - Cash Allowance

ITEM No:	ITEM DESCRIPTION	UNIT PRICE *	TOTAL
CA1	Unforeseen Additional Modification of Existing Door and Miscellaneous Hardware and Access Control Components	\$65,000.0000	\$ 65,000.0000
CA2	Unforeseen Additional Independent Testing and Inspections	\$30,000.0000	\$ 30,000.0000
CA3	On-site storage of sensitive inventory	\$20,000.0000	\$ 20,000.0000
CA4	Additional electrical panel upgrade, including but not limited to electrical system repair and modification	\$390,000.0000	\$ 390,000.0000
CA5	Additional Site security upgrade including line painting, fencing, security gates, CCTV installation and related items	\$385,000.0000	\$ 385,000.0000
Subtotal:			\$ 890,000.0000

Summary Table

Bid Form	Amount
Part A - Base Scope of Work	
Part B - Provisional Items	
PART C - Cash Allowance	\$ 890,000.0000
Subtotal Contract Amount:	

Specifications

Certificate of Recognition (COR) Safety Program Certification

The Region has implemented the Certificate of Recognition (**COR™**) safety program, endorsed by the Infrastructure Health and Safety Association (**IHSA**), as a requirement on Regional construction projects.

The Region will only accept Bids from Bidders who:

1. are COR™ certified;
2. have obtained a Letter of COR™ Equivalency issued by the IHSA (COR™ Equivalency); or
3. have obtained a valid Letter of Reciprocity issued by the IHSA, indicating that they are in the process of obtaining COR™ Equivalency. A copy of the valid Letter of Reciprocity must be submitted with the Bid.

Any Bids received from Bidders who are not COR™ certified, who have not obtained COR™ Equivalency or who have not submitted a valid Letter of Reciprocity shall be rejected from further consideration.

Mandatory Technical Requirement	Select Yes or No *
Are you currently COR certified or have you obtained a Letter of COR Equivalency issued by the IHSA or a valid Letter of Reciprocity issues by the IHSA. Please upload the documentation required in the document upload field "COR Documentation" in the Documents and Bonding step.	<input type="radio"/> Yes <input type="radio"/> No

Schedule of Subcontractors

The Bidder/Proponent/Respondent agrees that the following is a complete list of the Subcontractors that will be used in the performance of the Work. The employment of Subcontractors other than those listed below will not be permitted without prior written authorization from the Region.

The Bidder/Proponent/Respondent acknowledges that all Subcontractors whom it proposes to use to carry out any of the Work, who are non-resident in Ontario or Canada, will be required to obtain a GST/HST Registration Number before they commence any work under the Contract.

The use of "TBD", "TBA", "To Be Determined", "To Be Announced" or any similar terminology is not acceptable and may result in the rejection of your Bid.

List of Subcontractors

Please mention the List of Subcontractors, if required or employed by the bidder for this work.

☐ By clicking here the Bidder/Proponent/Respondent confirms that no Subcontractors will be used in the performance of the Work.

Type of Work	Name of the Subcontractor

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/Proposal/Response may be rejected.

COR™ Equivalency

Bidders who are not COR™ certified or have not obtained COR™ equivalency must provide a valid Letter of Reciprocity issued by the IHSA with their Bid

JOINT VENTURE OR CONSORTIUM

Bidders structured as a Joint Venture or Consortium shall upload a PDF file containing the documentation required under Section C.3 of Appendix A.

- COR Equivalency / COR Equivalency * (mandatory)
- Joint Venture or Consortium (optional)

Digital Bonds

The Bidder shall submit the following documents as part of its on-line Bid submission:

1. **A digital Bid Bond in the amount of not less than 10% of the Bid Price.** The form of Bid Bond acceptable to the Region is attached as Appendix E to the Bid Documents.
2. **A digital Undertaking to Bond.** The form of Undertaking to Bond acceptable to the Region is attached as Appendix F to the Bid Documents.

If you receive your digital Bid Bond and Undertaking to Bond in one .pdf document you should upload the complete document in both the Bid Bond field and the Undertaking to Bond field on the Bonding tab. **DO NOT** split the document into two separate documents.

Digital Bonding Requirements

The Bid Bond and Undertaking to Bond shall be in an acceptable digital format and shall be from a recognized guarantee or surety company acceptable to the Region and authorized by law to do business in the Province of Ontario.

For a bond to be an acceptable digital bond, it shall meet all the following requirements*:

1. **Include 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.
2. **Be Verifiable/Enforceable** – The bond shall:
 - a) include assurances that the document was duly executed by the parties identified and that it is enforceable in law;
 - b) be verifiable by the Region with respect to the totality and wholeness of the bond form, including the content, all digital signatures and all digital seals, with either the Surety Company or an approved verification service provider of the Surety Company; and
 - c) be viewable, printable and storable in pdf. format. The Region may conduct the verification immediately or at any time during the life of the bond.

Further, there shall be no requirement for passwords or fees to conduct the verification, and the results of the verification shall provide a clear, immediate and printable indication of pass or fail regarding the above requirements.

3. **Be Digitally Executed** - The bond shall contain digital signatures and digital seals. A scanned copy of a paper bond is not an acceptable digital bond.

*If a duly executed Bid Bond or Undertaking to Bond is submitted in a form acceptable to the Region, but fails to satisfy the "Digital Bonding Requirements" specified above, the Region reserves the right to:

1. contact the Bidder's third party digital service provider directly in order to authenticate the digital bond; and/or
2. issue the Bidder a rectification notice identifying the digital format deficiencies and providing the Bidder an opportunity to rectify the deficiencies. If the Bidder fails to satisfy the digital format requirements within 3 business days following the day the Region emails a rectification notice to the Bidder, its Bid will be rejected.

The Bidder and its Surety Company should refer to the Surety Association of Canada's website for additional e-bonding information.

Failure to meet the Region's bonding requirements shall result in the rejection of your Bid.

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

Documents

Documents being uploaded should be in Adobe PDF format or any other such format as required by the Region.

Documents should NOT have a security password. It is the Bidder's/Proponent's/Respondent's sole responsibility to ensure that their uploaded document(s) are not defective, corrupted or blank, and can be opened and viewed by the Region. The Region may reject any Bid/Proposal/Response that contains documents that cannot be opened and verified by the Region.

Only one (1) file/folder can be uploaded in each document field and the maximum single file/folder upload size is 500 MB. To reduce the size of a single file/folder, or to combine multiple files into a single folder for upload, Bidders/Proponents/Respondents should compress (zip) their file(s)/folder(s) as described below.

To compress (zip) a single file or folder:

1. Locate the file/folder that you wish to compress (zip)
2. Right-click on the file/folder, select "Send to", then click on "Compressed (zipped) folder".

A new compressed (zipped) folder will be created in the same location as the original file. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name.

To compress (zip) multiple files into a single folder:

1. Locate and select the files/folders that you wish to combine
2. With all of the files selected, right-click, select "Send to", then click on "Compressed (zipped) folder".

A new compressed (zipped) folder will be created in the same location as the original files. To rename the compressed (zipped) folder, right-click on it, click on "Rename" and enter the new name. If you are uploading a compressed (zipped) folder containing more than one (1) document, please ensure that each document is named appropriately (e.g. if bonds are required, a compressed (zipped) folder titled "Undertaking to Bond" may contain the documents titled "Undertaking to Bond", "Schedule 1 to Undertaking to Bond" and "Schedule 2 to Undertaking to Bond").

To upload a document:

1. Click on the "Browse" button to locate the file/folder on your computer or network
2. Click on the "Upload" button

After the file/folder has been successfully uploaded, a link to the document will appear on the screen, along with the date and time that it was uploaded.

If you need to remove an uploaded document, click on the “Remove” button next to the document name.

Addenda, Terms and Conditions

C-TC-LFT

1. The Bidder, by submitting this Bid, agrees that it will not claim, in contract, tort, or otherwise, for any costs, expenses, compensation, damages, or anything whatsoever, in respect of this Request for Tender process.
2. The Bidder, by submitting this Bid, represents that it has read and completely understands the terms and conditions of this Request for Tender in full, and agrees to comply with the terms and conditions set out in this Request for Tender, failing which the Region may reject the Bid.
3. The Bidder, by submitting this Bid, offers to enter into a contract with the Region to perform the Work described in the Bid Documents, do and fulfill everything indicated in the Contract, and complete the Work strictly in accordance with the Contract Documents within the Contract Time at the unit and lump sum prices submitted in the Schedule of Prices.
4. The Bidder acknowledges that the quantities included in the Schedule of Prices are an estimate of the Region's requirements and there is no guarantee that the full quantities of products or work will be required or purchased. The Bidder agrees that the unit prices quoted in the Schedule of Prices are not subject to change regardless of whether the final Contract quantities exceed, or are less than, the estimated quantities shown in the Schedule of Prices.
5. The Bidder confirms that all prices submitted are in Canadian funds.
6. The Bidder confirms that its prices exclude Harmonized Sales Tax ("HST"), but include all other taxes and duties, as well as any reduction in the Contractor's operating costs due to rebating of any sales taxes. The Bidder agrees that all work performed under the Contract will be subject to HST only.
7. In the event that the Region requests a breakdown of lump sum prices after the bid closing date, the Bidder agrees to complete, and submit to the Region, a breakdown of its lump sum price for each Division/Part within 48 hours of the Region's request. The Bidder acknowledges that the sum of the individual prices submitted for each Division/Part shall be the same as the lump sum price submitted for that Division/Part in its electronic Bid submission.
8. The Bidder agrees that this Bid shall remain open for acceptance, and that the prices will remain firm and unchanged, for the irrevocability period specified in the Bid Documents and the Region may at, any time within this period, accept this Bid regardless of whether any other Bid has been previously accepted or not.
9. The Bidder acknowledges that if its Bid is accepted and the Bidder fails to properly execute and return the Contract to the Region, or fails to deliver the bonds, proof of insurance and all other documents required to be delivered to the Region prior to commencing the Work, within 8 Business Days of the date of the award of the Contract, or if the Bidder withdraws its Bid, the Region may, at its option, consider that the Bidder has abandoned its Bid and the acceptance by the Region shall be null and void and:
 - a. the Region may retain the proceeds of the bid deposit; and
 - b. the Bidder shall immediately pay to the Region the difference between the amount of the Bidder's Bid and any other Bid that the Region accepts if the other Bid is for a greater amount and any costs that the Region incurs by reason of recalling the Bids.
10. In addition, the Bidder shall indemnify, hold harmless and defend the Region, its Council members, employees, agents, partners, successors and assigns, from and against all actions, claims, demands, losses, costs, damages, suits and proceedings whatsoever which may be brought against or made upon the Region and against all losses, liabilities, judgments, claims, suits, demands and expenses which the Region may sustain, suffer or be put to resulting from, or arising out of, the undersigned's withdrawal of its Bid or failure to execute the Contract.
11. The Bidder agrees that if this Bid is accepted, and the Bidder is non-resident in Ontario or Canada, it shall obtain a GST/HST Registration Number prior to commencement of the Work.
12. The Bidder confirms that it has the necessary experience, skill and expertise required to fulfill the obligations, duties, liabilities and responsibilities of the Contractor under the Contract.

13. The Bidder declares that no person, firm or organization, other than the Bidder, has any interest in this Bid or in the proposed contract for which this Bid is submitted.
14. The Bidder declares that this Bid is made without any connection to, comparison of figures against, arrangement with, or knowledge of, any other corporation, firm or person submitting a Bid and is in all respects fair and without collusion or fraud.
15. The Bidder agrees that no member of Regional Council, or officer or employee of the Region is, will be, or has become, interested directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in the performance of the Work, or in any portion of the profit thereof, or any supplies to be used therein, or in any of the monies to be derived therefrom.
16. The Bidder confirms that it has examined the Site and the Bid Documents and is fully informed as to the nature of the Work and conditions relating to its performance.
17. The Bidder acknowledges that any reports made available by the Region were compiled for the use of the Region and no responsibility will be assumed by the Region for the correctness or completeness of the reports.
18. The Bidder acknowledges that it has received information regarding the Region's Health and Safety Guide for Construction Contractors and is aware of the hazards identified in the Region's Pre-Work Hazard Assessment Form. The Bidder agrees to execute all of the documentation required under the Region's Health and Safety Guide for Construction Contractors at the pre-construction meeting and to comply with the Occupational Health and Safety Act, RSO 1990, c O.1 and regulations.
19. If the Bidder is an incorporated company, the Bidder represents to the Region that:
 - a. the Bidder is a corporation validly subsisting under the laws of Ontario and has full corporate power and capacity to enter into this Bid and any documents arising from this Bid; and
 - b. all necessary corporate action has been taken by the Bidder to authorize the execution and delivery of this Bid.
20. The Bidder acknowledges that the Contractor may be subject to a performance evaluation during the course of, and/or at the conclusion of, the Contract.
21. The Bidder agrees to be bound by all terms and conditions contained in the Bid Documents.
22. The Bidder, by submitting this Bid, represents that it has considered all legislative amendments, controls, regulations, requirements and orders that have been issued by the Government of Canada, the Province of Ontario, the Region or other municipal authority in response to the global pandemic of the virus leading to COVID-19, including any impacts such legislative amendments, controls, regulations, requirements and orders could have on its pricing, and confirms that its prices submitted in the Schedule of Prices include all costs associated with the foregoing.
23. The Bidder agrees that if this Bid is accepted, it shall comply with all legislative amendments, controls, regulations, requirements and orders that have been, or will be, issued by the Government of Canada, the Province of Ontario, the Region or other municipal authority in response to the global pandemic of the virus leading to COVID-19 including any resurgence or mutation thereof.
24. The Bidder agrees that if this Bid is accepted, it shall comply with the Region's policies, protocols and procedures including, but not limited to, the Region's [COVID-19 Vaccination Policy for Long-Term Care Contractors](#), as may be amended or replaced from time to time.

■

The Bidder/Proponent/Respondent agrees to be bound by all terms and conditions contained in the Bid Documents, and the person named below has the authority to submit this Bid/Proposal/Response on behalf of the Bidder/Proponent/Respondent and has the authority to bind the Bidder/Proponent/Respondent.

Conflict of Interest

Bidders/Proponents/Respondents shall declare all conflicts of interest, or any circumstance that may be reasonably perceived as a conflict of interest, that exists now, or may exist in the future. Failure to comply with this requirement will render the Bid/Proposal/Response non-compliant and will cause the Bid/Proposal/Response to be rejected.

Privacy and Information

All Bids/Proposals/Responses are subject to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56 ("**MFIPPA**"). In accordance with MFIPPA, the personal information provided by Bidders/Proponents/Respondents in response to this RFT/RFP/RFPQ/RFI is being collected under the authority of the *Municipal Act, 2001*, S.O. 2001, c. 25 and will be used exclusively in the procurement process. All Bids/Proposals/Responses submitted will become the property of the Region. In accordance with the requirements of MFIPPA, Bidders/Proponents/Respondents shall identify in their Bid/Proposal/Response any specific financial, commercial, scientific, technical, proprietary, or similar confidential information, including trade secret(s) ("**Protected Confidential Information**"), the disclosure of which could cause them injury or, if provided by a third party to the Bidder/Proponent/Respondent in confidence, the disclosure of which could cause the third party injury. Complete Bids/Proposals/Responses shall not be identified as confidential. If Bidders/Proponents/Respondents have any questions in this regard, they should consult the Region's Information and Privacy Officer in the Office of the Regional Clerk at 1-877-464-9675 extension 71302.

Do you have any conflicts of interest or potential conflicts of interest to declare or does your Bid/Proposal/Response include any Protected Confidential Information, the disclosure of which could cause you injury or, if provided by a third party to you in confidence, the disclosure of which could cause the third party injury?

☐ Yes ☐ No

Acknowledgement of Receipt of Addenda

The Bidder/Proponent/Respondent shall acknowledge receipt of addenda by checking the boxes in the "**I have reviewed the below addendum and attachments (if applicable)**" column below. Bids/Proposals/Responses that do not contain evidence of receipt of all addenda will be deemed to be "INCOMPLETE" and will not be accepted in the Bids & Tenders website.

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

The Bidder/Proponent/Respondent acknowledges and agrees that the addenda listed above form part of the Bid Documents.