

1.01 MANDATORY INSTRUCTIONS TO BIDDERS

## Submission Instructions for Suppliers

Please follow these instructions to submit via our Public Portal.

### 1. Prepare your submission materials:

Requested Information

Name	Type
Submission	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)

### Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 100 MB.  
Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

### 2. Upload your submission at:

<https://medbuy.bonfirehub.ca/opportunities/private/bdf4a3e41981a9a92ea3b97a54a1dc20>

Your submission must be uploaded prior to the Closing Time, **December 10, 2024, at 2:00 PM (EST)**. We strongly recommend that you give yourself sufficient time and **at least ONE (1) hour** before Closing Time to begin the uploading process and to finalize your submission.

**To supplement uploaded Bid Security and Agreement to Bond documents uploaded to the Bonfire portal, original hard copy documents of the Bid Security and Agreement to bond must be received by the Tendering Call Authority upon request, within 48 hours of the request.**

## Important Notes:

Each item of Requested Information is instantly sealed and will only be visible after the Closing Time.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.

You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 8/9/10+, Google Chrome, or Mozilla Firefox. Javascript must be enabled.

## Need Help?

Sunnybrook Health Sciences Centre uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to your submission. You can also visit their help forum at <https://bonfirehub.zendesk.com/hc>

## 1 BIDS

### 1.1 Intent

The intent of this Bid call is to solicit and receive a formal Bid for the K3C Hematology Renovation Project for Sunnybrook Health Sciences Centre (the "Owner")

Only Prequalified General Contractors may submit bid submissions on this Tender. The Prequalified General Contractors, from Sunnybrook RFSQ No.2733127893 are as follows:

- Maystar General Contractors Inc.
- REA Construction Ltd.
- Dineen Construction Corporation
- BDA Inc.
- Compass Construction Resources Ltd.
- Harbridge & Cross Limited
- Chart Construction Management Inc.
- MJ Dixon Construction Limited
- Elite Construction Management Inc.
- Pomerleau
- Diligent Construction Inc.

Only Prequalified Mechanical Subcontractors from Sunnybrook RFSQ No.2733127893 can be named as subcontractors on this project:

- Black & McDonald Ltd.
- Kelson Mechanical Inc.
- English and Mould Mechanical Systems Ltd.
- Pipe All Plumbing & Heating Limited
- VR Mechanical Services Inc.
- Plan Group Inc.
- Nutemp Mechanical Systems Ltd.
- Canadian Tech Air Systems Inc.

Only Prequalified Electrical Subcontractors from Sunnybrook RFSQ No.2733127893 can be named as subcontractors on this project:

- Black & McDonald Ltd.
- Ontario Electrical Construction Company Limited
- Danik Electrical Construction Company Limited
- Plan Group Inc.
- RPG Electric
- Ainsworth Inc.
- Guild Electric Limited
- Modern Niagara Toronto Inc.

**.1 A mandatory formal briefing meeting and site tour will be held at the date and time and location as stipulated in Invitation to Bidders. All Prequalified General Contractors, along with Prequalified Electrical/Mechanical Subcontractors wishing to bid must attend the Mandatory Formal Briefing Meeting and Site Tour. The Formal Briefing and Site Tour is on November 19, 2024, at 10:00 AM (EST). Bidders must RSVP before November 18, 2024, 4:00 PM (EST) stating the name of the attendee (only 1 attendee per contractor) via email to the Bid Administrator [MHenry@mohawkmedbuy.ca](mailto:MHenry@mohawkmedbuy.ca). Bidders should arrive at least 10 minutes before the meeting time. All Bidders must sign the attendance register prior to commencing the site tour/visit.**

**.2 Submission requirements:** Submission must be in accordance with the K3C Hematology Renovation Project, Drawings and Specifications included with these Submission Documents for:

**Sunnybrook Health Sciences Centre**  
2075 Bayview Avenue, Toronto ON M4N 3M5

And will be received

**Prior to 02:00:00 o'clock p.m local time, on December 10, 2024.**  
Bids will NOT be opened publicly.

**.3 Submission must consist of:**

**.1 Completed Stipulated Price Bid Form**

(a) Note 1:

- Bid Form must be filled out in its entirety; failure to do so may result in disqualification.
- Inconsistencies between dollar amounts in numerical form and in written form may result in disqualification

**.2 Bid Security**

**.3 Agreement to Bond**

**.4 Proposed Construction Schedule**

**.5 Hazmat Acknowledgement Form**

**.6 COVID 19 Acknowledgement Form**

- .4 Submissions must be submitted on the Bid Form provided, filled out and signed by an authorized signing officer from the Bidder's organization and sealed. Bids must be submitted on one copy of the Bid Form provided. **All instructions to Bidders for Bid Submission in this document are Mandatory. Any instructions not followed will result in Bid Disqualification.**
- .5 Bid form must be completed without delineation, alteration or erasures and there is to be no recapitulation of the work to be done.
- .6 Bids must be for a Stipulated Sum without escalation clauses or other qualifications. Bids will be evaluated on the base bid only. Alternative prices will not be considered in determining the lowest compliant Bidder.
- .7 Prices must exclude: Harmonized Sales Tax where indicated.
- .8 Oral, telephoned, or fax bids, or bids submitted by any other means will not be accepted nor acknowledged. Bids will only be accepted via the Sunnybrook Bonfire Portal described on page 1. Paragraph 1.1.2 states time up to which Bids will be received. This time may be extended by public notice or by written Addendum. Bids not submitted by the submission deadlines stipulated in Paragraph 1.1.2 will be rejected.
- .9 Bidders are reminded that they must base their bids on the manufacturers, installers, materials, equipment and products specified. Bids that are submitted based on alternatives not called for will not be acceptable and will be cause for disqualification.
- .10 Submissions will not be opened until the Owner is in receipt of the submissions.

## 1.2 DESCRIPTION OF WORKS

Sunnybrook Hospital now plans to relocate the Complex Malignant Hematology (CMH) Outpatient Unit currently located in C606 to the K-Wing Veterans Centre, Level 3 Central Pod, consolidating the program within a single location. This move aims to enhance operational efficiency and improve the patient care experience.

Transforming the Existing Dayroom to an Administrative area (Reception, Waiting Area, Offices, Staff Rooms & Private Meeting Room) & two existing patient rooms to a Clinical area with 7 Transfusion Bays, Exam Room, and Nursing stations.

All areas will have new finishes Walls, Ceilings and Floors, Mech. & Elect equipment and replace existing light fixtures in the Existing Corridor (outside of these areas).

Approximate Area of Renovation on Level 3 Central Pod of K-Wing is 406.75m<sup>2</sup> (4378.00sqf).

## 1.3 CONTRACTORS/ SUB-CONTRACTORS

- .1 Bidders must submit on the Supplementary Bid Form, identified list of sub-contractors and corresponding costs to whom it is proposed to sublet any part of the work.
- .2 Bidder must name only one Subcontractor for each trade Section.
- .3 Should Bidder be awarded the Contract, parties named, including Bidder's own forces must be used to perform the work for which they are named and must not be changed without the Owner's written consent.
- .4 The term "Own Forces", or other such phrase, will not be acceptable where such work will knowingly not be provided by Bidder's own forces. Such flagrant use may be cause for disqualification of bid.
- .5 Immediately after notice of Contract award, the successful Bidder must notify it's named Subcontractors that they have been named.
- .6 The list of sub-contractors set forth must not to be altered or changed except as may be agreed by the Owner and the Engineer prior to the signing of the Contract. Contractor has fully investigated and informed itself as to the qualifications of their named Subcontractors. Contractor fully understands that each named Subcontractor can meet and will provide all of their work as per Bid Documents. Where it is found that a named Subcontractor cannot or will not provide its work as per Bid Documents, the Contractor will be obligated to retain a qualified Subcontractor who will provide the work as per Bid Documents. All costs, including cost differences between Subcontractor's prices, required to change the named Subcontractor to a qualified Subcontractor will be at Contractor's own expense and the Owner will not entertain any requests for any additional monies

## 2 QUESTIONS DURING BIDDING

### 2.1 Document review

- .1 Bidders finding discrepancies, ambiguities, or omissions in the Drawings or Specifications are to immediately notify solely the Tender Calling Authority who will issue written instructions to all Bidders in the form of posted written Addenda.

## 2.2 Questions arising during the bidding period must be solely directed to:

**Bidding Network Sourcing tool: <https://www.biddingo.com/>**

- .2 Bidders seeking information with regard to the organization of documents and clarification and interpretation of information on drawings or in specification may contact only through Biddingo.
- .3 Questions including questions with regard to quantities, quality, or acceptable manufacturers of materials and equipment or questions with regard to interpretation of the documents will not be discussed or answered by telephone and must be directed to Biddingo. All the questions will be answered by published, posted written Addenda.
- .4 **Questions are due no later than November 26, 2024.**
- .5 Bidders must not contact the Owner, its employees, or its agents, including the Engineering Consultant, except via the Tender Calling Authority in regard to this tender.
- .6 Under no circumstances must the Bidder rely upon any information or instructions from the Owner, its employees, or its agents, including the Consultant, unless the information or instructions are provided in writing by the Tender Calling Authority; and
- .7 The Owner, its employees and/or its agents, including the Consultant, will not be responsible for any information or instructions provided to the Bidder, with the exception of information or instructions provided in writing by the Tender Calling Authority.

## 3 ADDENDA

- .1 During bidding period Bidders may be advised by Addenda of additions, deletions, or alterations to the Specifications and Drawings. The information contained in the Addenda is to supersede and amend the Drawings, Specifications and Schedules. These revisions to the work are to be allowed for in the Bid and the Addenda are to become part of the Contract Documents.
- .2 Bidders to state in the space provided on the Bid Form the numbers of the Addenda received and included for in the preparation of the Bid.

## 4 EXAMINATION OF SITE

### 4.1 MANDATORY FORMAL BRIEFING MEETING AND SITE TOUR

- .1 A mandatory formal briefing meeting and site tour will be held at date and time and location as stipulated in the Invitation to Bidders. **This site tour is a Mandatory Requirement for all Prequalified General Contractors and for Prequalified Mechanical and Electrical Contractors wishing to bid as subcontractors.**

**Date/Time/Location:**

- **November 19, 2024, at 10:00 AM EST**
- **RSVP to email: [MHenry@mohawkmedbuy.ca](mailto:MHenry@mohawkmedbuy.ca)**
- **Location: Sunnybrook Health Sciences Centre, Bayview Campus**
- **2075 Bayview Avenue, Toronto, ON M3N 3M5**
  
- **Meet at: K Wing Center, Ground Floor Lobby**

- .2 Purpose of meeting is to review full extent of the Project, conduct an inspection of existing premises and to discuss any questions regarding this Project.
- .3 One representative(s) from each Bidding Contractor must attend. The minutes of this pre-Bid meeting listing attendees may be issued as an Addendum.
- .4 It is mandatory that General Contractors and Mechanical and Electrical Sub-contractors attend the meeting. All other interested Bidders/sub-trades are also invited to attend. Bids will be accepted only from Bidders (General, Mechanical, Electrical contractors) that attended the mandatory site tour. Bids from Bidders (General, Mechanical, Electrical contractors) who did not participate in the site tour will be disqualified.
- .5 Bidders must visit and examine the site and the existing building and satisfy themselves as to the conditions of the site, the means of access to same and the nature and quantity of work required.
- .6 Also ascertain the extent, nature and location of concealed services which may have to be protected, removed or relocated.
- .7 Information shown on the Drawings is furnished in good faith by the Consultant, but in no way relieve Bidders of the responsibility for ascertaining to their own satisfaction, the nature of conditions at the site. No claims for extra costs for failure to determine any/ all existing conditions will be entertained.
- .8 Take note of the nature of existing surfaces and include for temporary work necessary to maintain Owner's use of the premises, the roads, and the pathways during the progress of the Contract.
- .9 In addition to paragraph 4.1, Bidders must visit the Place of the Work as required to become fully conversant with conditions which will be met in performing the Work of the Contract.
- .10 Claims for extra payment and extensions to Contract Time will not be considered in respect to conditions which could have been ascertained by an inspection of the Place of the Work prior to close of bids.

**5 IDENTIFIED PRICES**

None

**6 SEPARATE PRICES**

None

**7. ALTERNATE PRICES**

None

## **8. SUBMISSION**

- .1 Submission of Bids to constitute proof of the Bidder's inclusion in the proposal for the work to complete the Contract in every respect and provisions for conditions and limitations, particularly with respect to access facilities, working conditions, existing conditions, storage space, codes, laws, ordinances, and regulations, whether mentioned in the Bid Documents or not.
  
- .2 Arrangements have been provided for the Bidder to obtain clarification with regard to discrepancies, ambiguities, or omissions in the Bid Documents and to visit and review the conditions at the site and therefore the submission of a Bid will be construed as a waiver of any claims for extra compensation on account of un-anticipated work caused by existing conditions or un-expected interpretation of the Bid Documents.
  
- .3 The Bidder acknowledges and agrees that nothing contained herein, no act done or expense incurred in the preparation of the Bid, no trade or industry custom or practice and no representation or assurance that may have been given to the Bidder by the Owner or Consultant, must in any manner legally bind the Owner to accept this Bid, the lowest Tender or any Tender submitted. The Bidder acknowledges and agrees that the Owner must have complete and unrestricted liberty in this regard and may reject or accept any Bid in whatever manner, at whatever Bid Price and on whatever terms and for whatever reason as the Owner, in their sole discretion, considers to be in their best interest, all without liability or obligation of any kind to any Bidder.
  
- .4 The Owner must not be held responsible for any liability, cost, expense loss of damage incurred, sustained or suffered by any Bidder prior to, subsequent to, or by any reason of delay in the acceptance or non-acceptance of this Bid save as provided in the Contract. Bids are subject to a formal Contract being prepared and executed.
  
- .5 No Bid must be submitted or accepted from any persons or corporations which has any claim or legal proceeding against the Owner with respect to any previous Contract. No Subcontractor that has any claim or legal proceeding against the Owner must be named as a Subcontractor of the Bidder.
  
- .6 In the event that two or more Bidders submit compliant Bids that contain identical Bid pricing, each bidder will be notified of the tie and will have the opportunity to submit a new bid in the proper form within twenty-four hours of being notified

## **9. RESERVED RIGHTS OF THE OWNER**

- .1 Bids not received as per the Submission Instructions will be disqualified and will not be accepted by the Owner.
  
- .2 In addition to disqualification in the event of non-compliance with any of the Mandatory Requirements, the Owner reserves the right, in the Owner's sole discretion, to reject or disqualify any bid that does not, in Owner's reasonable discretion, comply with any other instruction, requirement, term or condition set out herein; or otherwise any non-responsive, and conditional Bids or Bids that are improperly prepared, that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind.

- .3 The Owner reserves the right to disqualify the Bid of any Bidder who experiences a material change in circumstances after submission of its Bid, including where the Bidder's staffing is materially different from that specified in its pre-qualification documentation.
- .4 Bids received from any other Bidder that has any claim, legal proceeding, or other Construction Project issues, with the Owner or that names a Subcontractor that has any claim, legal proceeding or other Project issues with the Owner, with respect to any previous contract or tender may be rejected at the sole discretion of the Owner.
- .5 Presentation of evidence of collusion, intent to defraud, or illegal practices on the part of a Bidder, will cause its bid to be declared non-compliant and disqualified whether opened or not.
- .6 The Owner reserves the right, in Owner's sole discretion, to cancel this tender at any time without awarding a Contract to any Bidder.
- .7 The owner reserves the right to disregard all non-confirming, non-responsive and conditional bids.
- .8 The Owner reserves the right to negotiate Contract terms with the lowest compliant Bidder or Bidders, or should the Owner not receives any satisfactory or compliant bids, to negotiate a Contract in accordance with paragraph 12.4 (below).
- .9 Discrepancies between words and figures will be resolved in favour of words. Discrepancies between the indicated sum of any column of figures and correct sum thereof will be resolved in favour of the correct sum.
- .10 The Owner reserves the right to request a Bidder to provide clarification regarding any aspect of its Bid, and/or to submit supplementary written information in relation to such request; and to incorporate a Bidder's response to any such request for clarification into the Bidder's Bid, provided that any such clarification must only permit the provision of additional detail but may not contradict or amend a material term of the Bid. The Submission of a Bid does not obligate the Owner to accept any Bid or to proceed further with the Project. The Owner may, in its sole discretion, elect not to proceed with the Project, in whole or in part, and the Owner may elect not to accept any bid that, in Owner's reasonable discretion, does not comply with any instruction, requirement, term or condition herein; and Owner reserves the right, in Owner's sole discretion, to cancel this Bid at any time without awarding a Contract to any Bidder.
- .11 Alternatively, should the Owner not receive any satisfactory Bids, it may, in its sole and absolute discretion, revise the Instructions to Bidders, issue Post-Bid Addenda for re-pricing, or negotiate a Contract for the whole or any part of the Project with any of the Bidders.
- .12 A Bidder's Bid shall be null and void and disqualified
  - .1 Upon the institution by or against the Bidder of insolvency, receivership or bankruptcy proceedings or any other such proceedings;
  - .2 Upon the Bidder making an assignment for the benefit of creditors; or
  - .3 Upon the Bidder's dissolution or ceasing to do business
- .13 The Owner reserves the right not to accept the Bidder's proposed Schedule and reserves the right to clarify or negotiate the Schedule with the successful Bidder.

## **10 WITHDRAWAL AND ACCEPTANCE OF BIDS**

- .1 A bid may be withdrawn at any time prior to the time and date fixed for receiving bids, but only on a request in writing, signed by the Bidder or his agent-in-fact.

- .2 Withdrawn bids may be resubmitted provided the resubmitted bid is received at the office previously indicated prior to the time and date fixed for receiving bids.

A bid may not be withdrawn at or after the time and date fixed for receiving bids and must be irrevocable and remain open to acceptance by the Owner:

- (1) until some other party has entered into a Contract with the Owner for performance of the Work, or
  - (2) until 120 days after the time and date fixed for delivering bids, whichever occurs first (the "Bid Acceptance Period").
- .3 The 120 day period referred to above must commence at 12:00:00 a.m. of the day fixed for receiving bids and must terminate at 12:00:00 a.m. of the 120th day thereafter. If the 120th day falls on a Saturday, Sunday or statutory holiday, such day or days must be omitted from the computation.
- .4 The lowest or any bid will not necessarily be accepted and the Owner reserves the right to reject any and all bids, including without limitation, the lowest priced bid, and to award the Contract who whomever the Owner, in its sole and absolute discretion, deems appropriate, notwithstanding any custom, usage or agreement in the industry or trade, or any other policy or practice to the contrary. The Owner further reserves the right, in its sole and absolute discretion, to accept or reject any bid which is incomplete, obscure, or irregular, which has erasures or corrections in the documents, which omits one or more the prices, fees, or costs required to be stipulated in the bidding forms, which contains prices that the Owner considers unbalanced, or which is not accompanied by the proper bid security.
- .5 Without limiting the generality of the rights prescribed in the preceding paragraph above, the Owner may, in its sole discretion, elect not to proceed with the project and elect not to accept any and all bids for any reason including, but not limited to, bids not being within the Owner's budget. Alternatively, should the Owner not receive any satisfactory bid including, but not limited to receipt of no compliant bids, it may, in its sole and absolute discretion, revise the Instructions to Bidders, or negotiate a contract for the whole or any part of the project with any one or more of the Bidders, or firms not previously pre-qualified. Under no circumstances, must the Owner be responsible for any costs incurred by the Bidders in the preparation of their bid.
- .6 The criteria used and applied by the Owner in evaluating the bids and awarding the contract are within the Owner's sole and absolute discretion. Without limiting the generality of the foregoing, additional criteria to be considered by the Owner in evaluating the bids may also include one or more the following: total costs to the Owner, completion times in the bid, any changes to pre-qualification information, ability to ensure continuous availability of qualified and experienced personnel, proposed Construction Schedule, price compliance of bids, and any other factor that the Owner, in its sole discretion, deems relevant.
- .7 Award of Contract will be by written notification to the successful Bidder
- .8 Delivery by registered mail or common carrier, to the address given by the Bidder in its Bid form, of notification of award of the Contract to the Bidder by the Owner must constitute acceptance of said bid.
- .9 If bidder has not been so notified within the Bid Acceptance Period, the bidder may, unless bidder has otherwise agreed or offered and except as otherwise provided herein, withdraw its bid without penalty, forfeit, or obligation to the Owner of any kind.

## 11 ERRORS IN BIDS

- 1 Owner will not entertain requests for gratuitous payments arising from any errors alleged to have been made in the Bid that the Owner has accepted with the procedures described in the Bid Documents.

## 12 CONTRACT (MANDATORY REQUIREMENTS)

- .1 The successful Bidder must be required to sign, , Canadian Standard Construction Document CCDC 2-2020 for Stipulated Price Contract, as amended by Section 00 73 00, as bound herein, and return the executed Contract to the Owner within seven (7) days after award of Contract by Owner.
2. The Bidder accepts and agrees that, after delivery to the Owner of the executed Contract and required Bonds and Certificates of Insurance, the Owner will provide written authorization to the Bidder to commence the Work and that, upon receipt of such authorization, the Bidder will commence the Work actively at the Place of the Work within 10 Working Days.
- .3 The successful Bidder must provide List of Subcontractors and Cost Breakdown, **Contractor HAZMAT Acknowledgement Form** and **Construction Delays due to the COVID 19 Acknowledgement Form**.

## 13 BONDS AND INSURANCE

### 13.1 Agreement to Bond

Each Bidder must submit with its bid an Agreement to Bond issued by a duly incorporated surety company authorized and licensed to issue such instruments and Bonds in the Province of Ontario obliging the surety company to issue a Performance Bond and a Labour and Material Payment Bond, each in the amount of for 50% of the Total Amount Payable (after HST) , and in the forms as follows:

- .1 Performance Bond: Form 32, Under Section 85.1 of the Construction Act
- .2 Labour and Material Payment Bond: Form 31, under section 85.1 of the Construction Act.
- .3 The Agreement to Bond must be valid for the Bid Acceptance Period.
- .4 Cost for all bonds is included in the bid price.
- .5 Performance Bond and Labour and Material Payment Bond (collectively the "Bonds") must be issued by a duly incorporated surety company authorized it issue such instruments in the Province of Ontario.

### 13.2 Bid Security

- .1 Bidders must attach to their Bid a Bid Bond made payable to Sunnybrook Health Sciences Centre for the amount of **10% of the Bid Value** as evidence of good faith that, if awarded the Contract, the Bidder will execute and enter into a formal agreement within the time required and will furnish the security required to secure the performance of the terms and conditions of the Contract.
- .2 Bidders must attach and submit bid security together with Bid Form.

- .3 The Bid Bond must be in force for a period of 120 days from day fixed for receiving bids.
- .4 Bid Bonds must be in accordance with the Construction Act.
- .5 Bid Bonds must be issued by a duly incorporated surety company authorized to transact business in the Province of Ontario.
- .6 Bid bonds must be properly executed by both Bidder and Surety.
- .7 If a Bidder whose bid is accepted by the Owner, within the specified 120 day acceptance period, refuses or fails, within 15 days after a Contract is offered to him for acceptance, (1) to enter into a Contract with the Owner for the performance of the Work or (2) to provide contract performance security, or security for payment of claims, or both, if and as required by the Bid Documents, the Bidder must be liable to the Owner for the difference in money between the amount of his bid and the greater amount for which a Contract for the Work is entered into with some other party, up to the maximum amount of the bid security provided.
- .8 Bid security will be returned to all Bidders after an agreement has been signed by both the Owner and the successful Bidder and the Bonds and Certificate of Insurance have been delivered to the Owner
- .9 Bids submitted without Bid Security will be disqualified.

### **13.3 Labour and Materials Payment Bond (Mandatory Requirements)**

- .1 Bidders must include with their Bid agreements to Bond for 50% labour and materials payment.
- .2 Agreement to bond must be valid for the bid acceptance period.
- .3 Bidders must submit security to Owner within 7 days of date of receiving notification that Bidder has been awarded Contract but before signing Contract.
- .4 Labour and Material Payment Bond must be in accordance with the Form 31 of Section 85.1 of the Construction Act,
- .5 Labour and Material Payment Bond must be issued by a duly surety company authorized to transact business in the Province of Ontario.
- .6 Labour and Material Payment Bond must be issued by Surety Company acceptable to the Owner.
- .7 Labour and Material Payment Bond must be properly executed by both the Bidder and Surety Company.
- .8 Submission of the Labour and Material Payment Bond must be a pre-condition to commencement of the Work.

### **13.4 Performance Bond (Mandatory Requirements)**

- .1 Bidders must include with their Bid agreements to Bond for 50% performance.

- .2 Performance Bond must be in accordance with Form 32 of Section 85.1 of the Construction Act.
- .3 Agreement to bond must be valid for the bid acceptance period.
- .4 Security in the form of a bank letter of credit is not acceptable.
- .5 Bidders must submit security to the Owner within 7 days of the date of receiving notification that the Bidder has been awarded Contract but before signing Contract.
- .6 Bidder must submit with his Bid the Sunnybrook Hospital's standard form of Agreement to Bond stating that Surety Company is prepared to provide the required Performance Bond.
- .7 Performance Bond must be issued by a duly incorporated surety company authorized to transact business in the Province of Ontario.
- .8 Performance Bond must be issued by Surety Company acceptable to the Owner.
- .9 Performance Bond must be properly executed by both the Contractor and Surety Company.
- .10 Submission of the Performance Bond must be a pre-condition to commencement of the Work.

#### **14. NOTE: Submission of Documents**

**To supplement uploaded Bid Security and Agreement to Bond documents uploaded to the Bonfire portal, original hard copy documents of the Bid Security and Agreement to bond must be received upon request within 48 hours of the request.**

#### **15 INSURANCES (MANDATORY REQUIREMENTS)**

1. Bidders must submit certificate of insurance confirming a general liability insurance of \$5 million to the Owner within 7 days of the date of receiving notification that Bidder has been awarded Contract but before signing Contract.
2. Certificates of insurance must be issued by a duly incorporated insurance company authorized to transact business in the Province of Ontario.
3. Bidders must submit Builder's Risk Insurance to the Owner within 7 days of the date of receiving notification that Bidder has been awarded Contract but before signing the Contract.
4. Insurance documents shall meet the requirements of CCDC 2 – 2020, as amended by 00 73 13 – Supplementary General Conditions.

#### **16 BID DOCUMENTS**

1. Bidder is responsible for checking the Drawings and Specifications received to ensure that the documents are complete in accordance with the List of Bid Documents.

2. After the Contract is signed the successful Bidder will be given a complete set of Specifications and Drawings in addition to the signed and sealed Contract Document set.

## **17 MATERIALS AND EQUIPMENT**

1. Bids must be based upon materials and equipment of manufacture, type and design specified.
2. Bid Price must be based on using materials or equipment of the manufacturer named in the Specification. If more than one manufacturer's name is listed in Specification for a specific item, the Bidder may choose the manufacturer, whose price is used in preparing Bid.
3. Material and equipment, considered equal to that specified, may be proposed at time of Bidding. When requested, submit specifications, information and details of proposals to Consultant.

## **18 INTERPRETATIONS AND MODIFICATIONS OF BID DOCUMENTS**

1. Submit questions about the meaning and intent of the Bid Documents to the Bid Administrator
2. Bidders must promptly notify the Bid Administrator of any ambiguity, inconsistency or error, which they may discover upon examination of the Bid Documents or of the site, existing premises and local conditions.
3. Replies to questions and modification of the Bid Documents will be issued in writing by Addenda. Replies to questions and modifications made in any other manner will not be binding and must be considered without legal effect.
4. The Owner and Consultant will not recognize nor participate in any electronic project management program.

## **19 CUTTING AND REMEDIAL WORK**

1. Refer to General Conditions regarding cutting and remedial work.
2. Bidders must include costs for cutting and remedial work in their bid price.
3. Bidders must obtain required information from their various Subcontractors requiring such cutting and remedial work prior to submission of bid.

## **20 REVIEW OF BID DOCUMENTS**

1. No parts of the Bid Documents must be issued by Contractors to any Subcontractors or material or equipment Supplier, for bidding purposes without Section 00 73 00 and Division 1, General Requirements, being attached thereto.
2. Contractors will be responsible for reviewing the Bid Documents, and ensuring their Subcontractors, Product and materials Suppliers review the Bid Documents, prior to submitting a bid to ensure they have an overall understanding of the entire Project's scope of work. Mechanical and electrical Subcontractors are specifically instructed to review non-mechanical and non-electrical parts of the Bid Documents for additional information and details related to their trades.

3. The Contractor's attention is drawn to the intricacy of working in the existing building or reworking existing building components to accommodate new construction. This involves removals, cutting, restoration, and protection of existing work or conditions during the duration of the Contract.
4. While every effort has been made to show or note the extent of the work in the Contract Documents, the Contractor by submitting its bid acknowledges the complexities involved in a Project of this size and type.
5. It is therefore imperative that Contractor evaluates the Contract Documents and visits the Place of the Work and conducts a survey of existing conditions upon which new work will be dependent. The Owner on account of the Contractor's failure to comply with the foregoing will entertain change in either Contract Time or Contract Price.
6. Well in advance of commencement of the Work; notify Consultant and Owner in writing of any part of the Work that is to be started within existing building. At no time interfere with operation of any department without written approval of Owner. It is essential for existing building to remain functional at all times. Contractor must, when required on occasion, expedite work outside of Contractor's normal working hours. Owner will cooperate to keep such overtime hours to a minimum.

## **21 OVERTIME COSTS**

- .1 Bids have been requested only from Pre-Qualified Contractors. Overtime costs may be required to perform the Work without adversely affecting the normal operation of the Owner and to maintain the Project schedule as specified.
- .2 Any overtime costs, including extended and/or double shift and weekend work hours, necessary to complete the Work or any part thereof within the Contract Time must be included in the bid price.
- .3 Bidders are hereby advised that time is of the essence and the Project schedule cannot be extended except as provided for in the Contract Documents.

## **22 INFECTION CONTROL DURING CONSTRUCTION**

- .1 The successful Bidder will be required to provide infection control during the Work in accordance with relevant Spec Section
- .2 Sunnybrook's Infection Prevention Control Services (IPCS) will investigate and advise on the risks of organisms that exist in the Place of Work. In addition to the requirements in the Contract Documents, the Contractor will take all reasonable steps to eliminate any infectious risks where possible and minimize those risks that cannot be eliminated.

## **23 STAFF**

- .1 All Contractors and Subcontractors will be expected to maintain the staff team from start to finish. Any modifications to the team composition from those involved must be approved in writing by the Owner prior to implementation. 2 weeks notice is required prior to any proposed change for Owner review prior to the start of the Work. 4 weeks notice is required prior to any proposed change for Owner review during the Work.

## **24 COLD WEATHER WORKING**

- .1 Particular attentions is drawn to the requirement that the Bidder must commence work immediately after the Contract is executed and the Certificates of Insurance is delivered to the Owner and must continue full scale operations through winter months until the work described is complete.
- .2 The Bid Price must include the costs for temporary heating, temporary shelters and all other necessary cold weather measures to enable the work to proceed without delay regardless of adverse weather conditions.

## **25 CASH ALLOWANCES**

- .1 Include in bid price cash allowances specified in Section 01 00 00. Cash allowances are to be carried administered by Division 1 (and not by other Divisions), including Mechanical and Electrical allowances.
- .2 Contractors shall make provision in their schedule for incorporation in the work of products/materials and labour covered under cash allowances.
- .3 Cash allowances must be utilized only for the purpose of which the cash allowance was intended.
- .4 Cash allowances may be transferred from one category to another at the discretion of the Consultant and/or Owner. All cash allowances are to be administered through issuance of a change order which identifies the cash allowance item.

## **26 SCHEDULING OF WORK (MANDATORY REQUIREMENTS)**

- .1 Time is the essence of this Contract. The Bidder must indicate in the space provided on the Bid Form all scheduling information requested. Bids submitted without this information will be deemed Disqualified.
- .2 Prior to award of the Contract, Sunnybrook will request that the Bidder supply a final updated Construction Schedule which would include the updated project start date and any other changes to the Construction Schedule from the schedule provided with the Bid Submission. The revised Construction Schedule must be approved by Sunnybrook and Consultant prior to Contract Award.
- .3 In recognition that the COVID-19 pandemic is affecting current construction in Ontario and globally, Sunnybrook is requesting that the Bidder highlight any anticipated scheduling buffering or anticipated delays to the start date as well as any other changes to the Construction Schedule resulting from COVID 19 or otherwise.

## **27 DEBRIEFING**

Unsuccessful Bidders may request a debriefing after receipt of a notification of award. All requests must be in writing sent to same location as described in section 3.02 and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the

unsuccessful Bidder in presenting a better bid in subsequent bidding opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

## **28 BID PROCESS PROTEST**

A Bidder who wishes to protest the process utilized in this Bid Call must deliver written notice of the protest to the Owner. Sunnybrook shall acknowledge receipt of the protest in writing within five (5) working days; and deliver a response to the Bidder in writing within twenty (20) working days. Sunnybrook' Bid Protest Process is subject to the relevant Bid Protest terms as set out in the AIT and Ontario-Quebec Procurement Agreement.

## **29 CONFLICTS OF INTEREST**

Bidders must disclose any actual or possible conflict of interest that may arise from its submission of a Bid, or execution of a Contract for the provisioning of Work as a result of this bid process. Please declare such information in writing to the Owner, prior to submission of Bid.

If, at the sole and absolute discretion of Owner, it is discovered that a Bidder fails to disclose all actual or potential Conflicts of Interest, Owner may disqualify the Bidder or terminate any Contract awarded to that Bidder pursuant to this bid process.

If there is no declaration, the Bidder will be deemed to declare that: (1) there was no Conflict of Interest in preparing its bid; and (2) there is no foreseeable Conflict of Interest in performing the contractual obligations.

## **30 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

The Freedom of Information and Protection of Privacy Act (Ontario), applies to records in the custody or control of Ontario hospitals, and includes any information provided by Bidders in connection with this RFQ. Such information may be subject to requests for access under that Act, and can only be withheld from disclosure in specific circumstances.

## **31 COMPETITION ACT**

Under Canadian law, a Bidder's submission must be prepared without conspiracy, collusion, or fraud.

For more information on this topic, visit the Competition Bureau website at <http://www.cb.gc.ca/eic/site/cb-bc.nsf/eng/01240.html>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

## **32 AGREEMENTS ON INTERNAL TRADE**

This bid call is subject to Annex 502.4 ("Procurement – Provisions for Municipalities, Municipal Organizations, School Boards and Publicly Funded Academic, Health and Social Services entities") of the Agreement on Internal Trade.

**END OF SECTION**

**COVID 19 ACKNOWLEDGEMENT FORM**

**Bidder acknowledges that the ongoing COVID 19 Pandemic may cause the Hospital to require to shut down the unit in the event of an outbreak. The Bidder agrees to indemnify the Hospital from any claim delays or extra charges of any kind related to scheduling requirements needed due to Covid 19.**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature**

SUNNYBROOK HEALTH SCIENCES CENTRE

**CONTRACTOR'S ACKNOWLEDGEMENT  
(HAZMAT ACKNOWLEDGEMENT FORM)**

Sunnybrook Health Sciences Centre ("Sunnybrook") has included in the Tendering information for this contract a copy of the list of any designated substances present at the Project or Work site. The Notice of Designated Substances included in the Tendering Information is attached to this Acknowledgement.

If awarded this Contract, the Contractor, as *Contractor* within the meaning of the *OHSA*, undertakes:

to inform other contractors and all subcontractors retained to perform services on the Project or the Work of the existence of the designated substances, if any, which are present at the Project, and to provide to other contractors and all subcontractors a copy of the list of designated substances which is attached to this Acknowledgement, prior to entering into any contracts with those other contractors or subcontractors for the supply of services;

to notify Sunnybrook of the presence of any potentially hazardous materials or toxic substances which will be brought to the Project or the Work by the Contractor, or Contractor's employees and to provide all applicable MSDS sheets, if any, to Sunnybrook;

to ensure that other contractors and all subcontractors retained to supply services for the Project or the work notify Sunnybrook of the presence of any potentially hazardous materials or toxic substances they bring to the Project or the Work and ensure that they provide all applicable MSDS sheets, if any, to the Contractor, other contractors and all subcontractors to so comply.

Contractor:

Contract to be performed:

*The Contractor acknowledges that he has received the List of Designated Substances attached to the Tendering Information, and agrees to be bound by the undertakings set out above.*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's Signature

**Note:** This Acknowledgement is an integral element of the Tender Documents.

This Acknowledgement must be signed and returned with the Tender Bid documents.