

# Sheridan

**Invitation to Tender (ITT)**

**for**

**Davis B111a & B111b Veterinary Technician Labs Expansion**

Invitation to Tender No.: **3622**

Issued: **August 13, 2025**

Submission Deadline: **August 29, 2025, at 2:00 P.M..ET**

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## PART 1 – INVITATION AND SUBMISSION INSTRUCTIONS

### 1.1 Invitation to Bidders

This Invitation to Tender (the “ITT”) is an invitation by Sheridan College (“Sheridan”) to prospective bidders to submit bids for **Davis B111a & B111b Veterinary Technician Labs Expansion**, as further described in Section A of the ITT Particulars (Appendix D) (the “Deliverables”).

All bidders must have a vendor account and register with Sheridan’s portal on the Bonfire electronic bidding platform at <https://sheridancollege.bonfirehub.ca>

#### 1.1.1 About Sheridan

Sheridan is one of Ontario’s leading postsecondary institutions, serving over 23,000 full-time students and 35,000 continuing education students at three (3) campuses in the West Greater Toronto Area. We offer over 120 diplomas, certificate, and bachelor degree programs in the fields of arts, business, community service, health, technology and the skilled trades. Sheridan’s faculty, staff, programs, students and alumni have garnered many national and provincial awards of excellence, including Premier’s Awards, Co-op Student of the Year awards, and Canada Skills Competition medals, to name a few. Our alumni also include a long list of nominees and winners of Academy Awards, Emmy Awards, Canadian Screen Awards and Annie Awards.

Sheridan is distinguished by its Creative Campus philosophy, which is based on the premise that creativity resides in people, programs and places. Put into practice, this means providing our students across all disciplines with the opportunity to foster their creativity and creative problem-solving skills to better prepare them for a shifting economic landscape and variable workplace demands.

Sheridan’s site locations are as follows:

- Trafalgar Campus (TRA) 1430 Trafalgar Road, Oakville, ON
- Davis Campus (DAV) 7899 McLaughlin Road, Brampton, ON
- Hazel McCallion (HMC) Campus 4180 Duke of York Boulevard, Mississauga, ON

### 1.2 ITT Contact

To contact Sheridan in relation to this ITT, bidders must initiate the communication electronically to the ITT Contact listed. Sheridan will not accept any bidder’s communications by any other means, except as specifically stated in this ITT.

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

**Name:** Helen Cheng Kuan  
**Title/Department:** Strategic Sourcing Specialist, Procurement Services  
**Email:** [cheng.kuan1@sheridancollege.ca](mailto:cheng.kuan1@sheridancollege.ca)

Bidders should only contact the ITT Contact where specifically instructed to in this ITT.

Bidders and their representatives are not permitted to contact any employees, officers, agents, officials, or other representatives of Sheridan, other than the ITT Contact, concerning matters

regarding this ITT. Failure to adhere to this rule may result in the disqualification of the bidder and the rejection of the bidder's bid.

### 1.3 Contract for Deliverables

#### 1.3.1 Type of Contract

The selected bidder will be required to enter into an agreement with Sheridan for the provision of the Deliverables in the form attached as Appendix A to the ITT (the "Agreement"). It is Sheridan's intention to enter into the Agreement with only one (1) legal entity.

#### 1.3.2 Term of Contract

The term of the contract is to be for a period of ten (10) months, with an option in favour of Sheridan to extend the contract on the same terms and conditions for an additional term of up to 1 x 2-months optional term.

### 1.4 ITT Timetable

#### 1.4.1 Key Dates

Issue Date of ITT	August 13, 2025
<b>Site Visit / Pre-Bid Meeting</b>	<b>See details below</b>
<b>Deadline for Questions</b>	<b>August 20, 2025, by 12 noon</b>
Deadline for Issuing Addenda	August 22, 2025
<b>Submission Deadline</b>	<b>AUGUST 29, 2025, AT 2:00 PM LOCAL TIME</b>
Anticipated Execution Date for Agreement	Early September
Rectification Period	3 Days after closing
Irrevocability Period	90 days

The ITT timetable is tentative only and may be changed by Sheridan at any time.

#### 1.4.2 Site Visit / Pre-Bid Meeting

Sheridan has scheduled a mandatory proponents information site meeting visit to be held on:

##### **At Sheridan College – Davis Campus**

DATE August 19, 2025

TIME: 10:00 A.M. ET

LOCATION: In front of B-Wing main entrance (near "S" sign)

The meeting will include an overview of this ITT Document as well as an opportunity for proponents to ask questions.

Interested proponents must attend the Mandatory Site Visiting to familiarize themselves with the Project and ascertain the extent of the work required. Proposals submitted by proponents that did not attend the mandatory site meeting will result in the disqualification of your submission.

Proponents attending the meeting must sign in and clearly indicate in the sign in sheet the name of the firm they are representing.

Sheridan, at its sole discretion, may not permit proponents to attend the Mandatory Site Visit meeting at the time of late arrival and may therefore not be eligible to submit a proposal to the ITT. A proponent shall be deemed late when arrival is ten (10) minutes after the start of the scheduled meeting time.

All bidders attending the site reviews will be required to:

- watch the Sheridan Occupational Health and Safety Training Video (approx. 15 minutes). Sheridan Occupational Health and Safety Video can be found at the following link:  
[https://www.youtube.com/watch?v=f5cQZSJmxco&t=6s&ab\\_channel=SheridanCollege](https://www.youtube.com/watch?v=f5cQZSJmxco&t=6s&ab_channel=SheridanCollege)  
and;
- confirm in writing to the ITT Contact that they have met this requirement.

If bidders fail to confirm training in advance, they will not be permitted to attend this voluntary site reviews meeting.

## **1.5 Submission of Questions**

All questions must be submitted through Bonfire prior to the date indicated in 1.4.1 Key Dates. No other questions will be addressed through another intake process.

## **1.6 Submission of Bids**

### **1.6.1 Bids to be Submitted Electronically**

Bids must be submitted through Sheridan's Bonfire portal at:

<https://sheridancollege.bonfirehub.ca>

Submissions by other methods will not be accepted.

Bidders should contact Bonfire at [Support@GoBonfire.com](mailto:Support@GoBonfire.com) for technical questions related to submissions, or visit Bonfire's help forum at <https://bonfirehub.zendesk.com/hc>.

### **1.6.2 Bids to be Submitted on Time**

Bids must be uploaded and finalized on or before the Submission Deadline set out in the ITT Timetable.

Late submissions will not be accepted.

Uploading large documents may take significant time, depending on file size and Internet connection speed. Bidders are advised to allow sufficient time to upload and finalize their submissions and to resolve any issues that may arise.

Bidders will receive an email confirmation receipt upon finalizing their submissions.

### **1.6.3 Bids to be Submitted in Prescribed Format**

Submission materials must be prepared in the file formats listed under Requested Information for this opportunity in the Bonfire portal. The maximum upload file size is 1000 MB.

Documents should not be embedded within uploaded files, as the embedded files will not be accessible or evaluated.

### **1.6.4 Amendment of Bids**

Bidders may amend their bids prior to the Submission Deadline by un-submitting an already submitted bid in accordance with the instructions provided in the Bonfire portal and submitting a new bid in accordance with the submission instructions set out above.

### **1.6.5 Withdrawal of Bids**

Bidders may withdraw their bids prior to the Submission Deadline by un-submitting the bid in accordance with the instructions provided in the Bonfire portal.

### **1.6.6 Bids Irrevocable after Submission Deadline**

Bids shall be irrevocable for a period of **90 (Ninety)** days running from the moment that the Submission Deadline passes.

## **1.7 ITT Documentation**

All ITT documentation will be posted on Bonfire including all addenda and documents pertaining to this ITT. <https://sheridancollege.bonfirehub.ca>

All other 2<sup>nd</sup> stage VOR requests will be sent via direct invitation to bid from Bonfire.

The failure of any proponent to receive or examine any document, form, addendum, or agreement issued by Sheridan, or visit any site(s) to become familiar with existing conditions, shall not relieve the proponent of any obligation with respect to its proposal or any executed agreement.

[End of Part 1]

## **PART 2 – EVALUATION AND AWARD**

### **2.1 Stages of Evaluation**

Sheridan will conduct the evaluation of bids in the following stages:

#### **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 Sheridan, be disqualified and not evaluated further. The mandatory submission requirements are listed in Section C of the ITT Particulars (Appendix D).

- 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.

#### **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 Sheridan, be rejected. The mandatory technical requirements are listed in Section D of the ITT Particulars (Appendix D).

#### **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.

### **2.2 Selection of Lowest Compliant Bidder**

Subject to Sheridan'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.

### **2.3 Notice to Bidder and Execution of Agreement**

Notice of selection by Sheridan 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 fifteen (15) days of notice of selection. This provision is solely for the benefit of Sheridan and may be waived by Sheridan.

### **2.4 Failure to Enter into Agreement**

If a selected bidder fails to execute the Agreement or satisfy any applicable conditions within fifteen (15) days of notice of selection, Sheridan may, without incurring any liability, proceed with the selection of another bidder and pursue all other remedies available to Sheridan.

[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 format, 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 Intellectual Property**

Bidders must not use or incorporate in their bids any information, concepts, products or processes that are subject to copyright, patents, trademarks or other intellectual property rights of third parties, unless the bidder has permission for the incorporation of any such information, concepts, products or processes and has or will obtain the right to use such information, concepts, products or processes without cost to Sheridan in the provision of the Deliverables.

#### **3.1.6 Past Performance**

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

#### **3.1.7 Information in ITT Only an Estimate**

Sheridan 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.

### **3.1.8 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.

### **3.1.9 Bid to be Retained by Sheridan**

Sheridan will not return the bid or any accompanying documentation submitted by a bidder.

### **3.1.10 No Guarantee of Volume of Work or Exclusivity of Contract**

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

### **3.1.11 Holdbacks**

Subject to the requirements of any Payment Legislation including but not limited to the Construction Act, each payer upon a contract or subcontract under which a lien may arise shall retain a holdback equal to ten per cent (10%) of the price of the services or materials as they are actually supplied under the contract or subcontract until all liens that may be claimed against the holdback have expired or been satisfied, discharged or otherwise provided for under this Act. R.S.O. 1990, c. C.30, s. 22 (1); 2017, c. 24, s. 17 (1), 66.

## **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 shall report any errors, omissions or ambiguities. Bidders may direct questions or seek additional information on or before the Deadline for Questions. No such communications are to be sent or initiated through any other means. Sheridan is under no obligation to provide additional information, and Sheridan is not responsible for any information provided by any other source or obtained through any other means. It is the responsibility of the bidder to seek clarification from the ITT Contact on any matter it considers to be unclear. Sheridan is not responsible for any misunderstanding on the part of the bidder concerning this ITT or its process.

### **3.2.2 All New Information to Bidders by Way of Addenda**

This ITT may be amended only by addendum in accordance with this section. If Sheridan, 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 addendum posted on the tendering portal where the original documents were downloaded. Each addendum forms an integral part of this ITT and may contain important information, including significant changes to this ITT. Bidders are responsible for obtaining all addenda issued by Sheridan.

### **3.2.3 Post-Deadline Addenda and Extension of Submission Deadline**

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

should check the portal up until the Submission Deadline to ensure that they have received all addenda.

### **3.2.4 Verify, Clarify, and Supplement**

When evaluating bids, Sheridan 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 Sheridan shall, if accepted by Sheridan, 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 Sheridan and a bidder, the other bidders will be notified of the outcome of the procurement process.

### **3.3.2 Debriefing**

Bidders may request a debriefing after receipt of a notification of the outcome of the procurement process. All requests must be in writing to the ITT Contact and must be made within sixty (60) days of such notification.

### **3.3.3 Procurement Protest Procedure**

If, subsequent to attending a debriefing, a bidder wishes to challenge the ITT process, the bidder should follow Sheridan's procurement protest procedures set out below:

(a) The bidder is to file their protest with the Director, Procurement, by certified mail, within 15 business days of the debriefing meeting. The bidder's filing should include:

- The name and address of the bidder
- Identification of the contract or bid solicitation being protested
- Detailed and factual statement of the grounds for protest
- Supporting documentation
- Desired relief, action or ruling

(b) The Director, Procurement will respond to the bidder, by certified mail, within 20 business days of receiving the protest notice.

(c) If a resolution cannot be met, the bidder must contact the AVP Business Services and copy the Director, Procurement, by certified mail, within 10 business days of receiving the first response from the Director, Procurement.

(d) The AVP Business Services will respond to the bidder, by certified mail, within 20 business days of receiving the protest notice.

(e) If a resolution cannot be met, the bidder can direct their complaint to the VP Finance and Administration and CFO (copying both the AVP Business Services and the Director,

Procurement) within 10 business days of receiving the response from the AVP Business Services.

- (f) The decision of the VP Finance and Administration and CFO is final and will be provided within 20 business days of the VP Finance and Administration and CFO receiving the protest.

### **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 Sheridan in the preparation of its bid that is not available to other bidders;
  - (ii) having been involved in the development of the ITT, including having provided advice or assistance in the development of the ITT;
  - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the ITT;
  - (iv) 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
  - (v) 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 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**

Sheridan may disqualify a bidder for any conduct, situation or circumstances, determined by Sheridan, in its sole and absolute discretion, to constitute a Conflict of Interest as defined above.

#### **3.4.3 Disqualification for Prohibited Conduct**

Sheridan may disqualify a bidder, rescind a notification of selection, or terminate a contract subsequently entered into if Sheridan 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, officials or other representatives of Sheridan; 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**

Sheridan 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 Sheridan, in its sole and absolute discretion, to have constituted a Conflict of Interest.

### **3.5 Confidential Information**

#### **3.5.1 Confidential Information of Sheridan**

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

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

### **3.5.2 Confidential Information of Bidder**

Bidders are advised that Sheridan is governed by Ontario's *Freedom of Information and Protection of Privacy Act* ("FIPPA") and any information submitted to Sheridan by a bidder may be subject to disclosure in accordance with FIPPA. Bidders should clearly identify any information in its bid or any accompanying documentation regarding trade secrets, commercial, financial, labour relations, technical or other aspects of the bid, which in the bidder's opinion are of a proprietary or confidential nature. Sheridan will use reasonable efforts to maintain the confidentiality of such information, except as otherwise required by law or by order of a court or tribunal. Bidders are advised that their bids will, as necessary, be disclosed, on a confidential basis, to advisers retained by Sheridan to advise or assist with the ITT process, including the evaluation of bids. Bidders are also advised that their name, business address and proposed pricing will not be treated as confidential information and may be publicly disclosed. If a bidder has any questions about the collection and use of personal information pursuant to this ITT, questions are to be submitted to the ITT Contact.

### **3.6 Sustainability**

Bidders must read, understand and abide by the following Sheridan policies as included in the following links:

- (a) Sheridan's Sustainability Policy:

<https://missionzero.sheridancollege.ca/about/publications/sustainability-policy/>

- (b) Waste-Free Ontario Act (2016):

<https://www.ontario.ca/laws/statute/S16012>

- (c) Waste-free Ontario: Building the Circular Economy (2017):

<https://www.ontario.ca/page/strategy-waste-free-ontario-building-circular-economy>

- (d) Sheridan's Procurement Policy – on the sustainability principle of procurement, that is,

"Sheridan supports the values of sustainability, social responsibility and fair labour practices. Sheridan will be guided by our Sustainability Policy and our Mission Zero Energy and Zero Waste and Carbon Plan, where practical. In support of these documents and institutional targets, Sheridan will endeavor to incorporate sustainability into all formal bid opportunities."

### **3.7 Accessibility for Ontarians with Disability Act**

Sheridan complies with [Ontario Regulation 191/11](#) made under the [Accessibility for Ontarians with Disabilities Act](#) ("AODA"). This includes:

Where practicable, Sheridan will incorporate accessibility design, criteria and features when making purchasing decisions. Therefore, whenever appropriate, we will consider the following general principles:

**Accessibility:** can a person with a disability use the goods, service or facility at all?

**Equitable:** can a person with a disability use the good or service as quickly and easily as a person without a disability?

**Adaptable:** can a person configure the item to meet their specific needs and preferences and will it work with common assistive technologies?

**As a supplier to Sheridan** assigned to provide goods, services, or facilities on Sheridan's behalf, Sheridan requires that your employees undertake training prior commencing work at Sheridan.

- Go to ["AODA Training Document for Suppliers"](#) (red box) and download this document to understand your obligations as a provider of goods, services or facilities on Sheridan's behalf

Maintain records of the dates on which this training material was distributed, and the number of employees to whom it was distributed and keep this record. You may be contacted by Sheridan for the record of training any time during the year and will be required to produce this document within fourteen (14) business days.

### **3.8 Reserved Rights and Limitation of Liability**

#### **3.8.1 Reserved Rights of Sheridan**

Sheridan 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 Sheridan;
- (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.

### **3.8.2 Limitation of Liability**

By submitting a bid, each bidder agrees that

- (a) neither Sheridan nor any of its employees, officers, agents, 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 Sheridan'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.

### **3.9 Governing Law and Interpretation**

These Terms and Conditions of the ITT Process (Part 3)

- (a) are intended to be interpreted broadly and independently (with no particular provision intended to limit the scope of any other provision);
- (b) are non-exhaustive and shall not be construed as intending to limit the pre-existing rights of Sheridan; and
- (c) are to be governed by and construed in accordance with the laws of the province of Ontario and the federal laws of Canada applicable therein.

[End of Part 3]

## **APPENDIX A – FORM OF AGREEMENT**

Sheridan intends to use the CCDC 2–2020 Stipulated Price Contract as the basis for the Agreement with the successful bidder. This ITT will be included as supplemental conditions to the CCDC 2 document. If there is a conflict between the terms and conditions noted in the CCDC 2 document and this ITT document, this ITT document terms and conditions will supersede the terms and conditions noted in the CCDC 2–Stipulated Price Contract.

Bidders shall refer to the attached 'ITT 3622 CCDC 2 Stipulated Price Contract', attached as a separate document with the ITT.

## APPENDIX B – DECLARATION FORM

### 1. Bidder Information

Please fill out the following form, naming one person to be the bidder's contact for the ITT process and for any clarifications or communication that might be necessary.	
Full Legal Name of Bidder:	
HST Number ( <b>MANDATORY</b> )	
Any Other Relevant Name under which Bidder Carries on Business:	
Street Address:	
City, Province/State:	
Postal Code:	
Phone Number:	
Company Website (if any):	
Bidder Contact Name and Title:	
Bidder Contact Phone:	
Bidder Contact Email:	

### 2. Offer

The bidder has carefully examined the ITT documents and has a clear and comprehensive knowledge of the Deliverables required under the ITT. By submitting a bid, the bidder agrees and consents to the terms, conditions, and provisions of the ITT, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the rates set out in its bid.

### 3. Rates

The bidder has submitted its rates in accordance with the instructions in the ITT and in Pricing (Appendix C) in particular. The bidder confirms that it has factored all of the provisions of Appendix A, including insurance and indemnity requirements, into its pricing assumptions and calculations.

### 4. Addenda

The bidder is deemed to have read and accepted all addenda issued by Sheridan prior to the Deadline for Issuing Addenda. The onus is on bidders to make any necessary amendments to their bids based on the addenda.

### 5. No Prohibited Conduct

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

### 6. Supplier Diversity

Sheridan College's Procurement Department (in alignment with Sheridan's vision) is embarking on a benchmarking exercise that will allow us to identify existing and future diverse vendors and social enterprises.

Sheridan is actively embedding values of equity, diversity and inclusion (EDI) into policies, procedures and decision-making at all levels of the institution, while recognizing that this is an ongoing process fueled by collective dedication and commitment.

Procurements first step in this exercise is to identify diverse vendors. We will be doing this by partnering with York University and their newly launched Social Procurement Vendor Portal Directory and by asking our vendor community that feels they would be considered a diverse vendor or social enterprise to register on this portal <https://www.yorku.ca/procurement/social-procurement-vendor-application-form/>

The Social Procurement Vendor Portal program is an opportunity for diverse vendors and social enterprises to register their interest in having their business listed on York University's Social Procurement Vendor Directory. York University community members and our Ontario partner institutions (Colleges and Universities) will be able to search the publicly available Directory when seeking to purchase goods and services. The registration of vendors and use buy the public is free. It provides fair and equitable access to vendors to register and for institutions like Sheridan College to seek out vendors for our opportunities.

This initiative does not bypass any legislation or Trade Agreements around Procurement for Sheridan College but allows us to execute on the fair and just treatment of all community members through the creation of opportunities and the removal of barriers to address historic and current disadvantages for equity-seeking and marginalized groups.

## 7. 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 Sheridan within twelve (12) months prior to the Submission Deadline.

If the box below is left blank, the bidder will be deemed to declare that (a) there was no Conflict of Interest in preparing its bid; and (b) there is no foreseeable Conflict of Interest in performing the contractual obligations contemplated in the ITT.

Otherwise, if the statement below applies, check the box.

- ☐ The bidder declares that there is an actual or potential Conflict of Interest relating to the preparation of its bid, and/or the bidder foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the ITT.

If the bidder declares an actual or potential Conflict of Interest by marking the box above, the bidder must set out below details of the actual or potential Conflict of Interest:

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## **8. Supplier Code of Conduct**

Sheridan College is committed to transparency, accountability, and a strategic approach to procurement and expects suppliers to maintain and continually improve responsible, ethical, and sustainable business practices, operations, and processes, whether deliverables are produced in Canada or elsewhere.

**Schedule H** is the Supplier Code of Conduct and by signing this Appendix B Declaration the proponent acknowledges and agrees to comply with all expectations set out in the Supplier Code of Conduct document.

## **9. 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 Sheridan to the advisers retained by Sheridan to advise or assist with the ITT process, including with respect to the evaluation of this bid.

## **10. Bid Irrevocable**

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

## **11. Change Orders**

Please be advised that it is the exclusive responsibility of all Bidders to thoroughly review the scope of work and seek necessary clarifications where required. This is to ensure a comprehensive understanding of the project requirements as outlined in the original tender.

Following the award of the bid, no change orders will be accepted for any scope that was included in the original tender. This is to maintain the integrity of the bidding process and ensure fairness to all parties involved.

Sheridan reserves the right, at its sole discretion, to accept a change order under specific circumstances. These may include changes initiated by Sheridan or situations where Sheridan determines that the original tender did not provide sufficient detail or information for an accurate bid.

## **12. Execution of Agreement**

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

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Signature of Bidder Representative

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Name of Bidder Representative

---

Title of Bidder Representative

---

Date

I have the authority to bind the bidder.

## APPENDIX C – PRICING

### 1. Instructions on How to Provide Pricing

- (a) Bidders should provide the information requested under section 3 below (“Required Pricing Information”) by reproducing and completing the table below in their bids, or, if there is no table below, by completing the attached form and including it in their bids.
- (b) Rates must be provided in Canadian funds, inclusive of all applicable duties and taxes except for HST, which should be itemized separately.
- (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 Sheridan, 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.

### 2. Evaluation of Pricing

The lowest or any bid shall not necessarily be accepted.

Pricing is worth **100** points.

Pricing will be scored based on a relative pricing formula using the rates set out in the pricing form. Each bidder will receive a percentage of the total possible points allocated to price, which will be calculated in accordance with the following formula:

*lowest price ÷ proponent's price × weighting = proponent's pricing points*

### 3. Required Pricing Information

All prices as submitted shall include all costs such as, but not limited to, labour, travel time, equipment, truck charges, materials, overheads, warranty and profits, disbursements, and other related charges in the performance of the work. No further changes shall be permitted by any bidders beyond the prices provided in the bid.

- 1. All prices must be quoted in Canadian Funds, inclusive of all applicable duties and all foreseeable costs required for the fulfilment of this contract.
- 2. All prices are F.O.B. destination, freight prepaid to whichever campus has been identified unless otherwise specified.
- 3. It is mandatory that the bidders complete on the Bid Form any Itemized Prices listed thereon. These prices are to be included in the base bid.
- 4. Bidders will provide on the Bid Form all Separate Prices requested thereon. These prices are not to be included in the Base Bid; and the amounts shown, if desired by the Sheridan, may be added to the base bid to arrive at a revised Bid Price.
- 5. Bidders will provide on the Bid Form any Unit Prices requested thereon. These prices serve as a basis for computing the value of additional or omitted work. Work to only be performed or allowed for at the submitted prices upon the written instructions of the

Sheridan. Unit Prices to include labour, material and applicable taxes but to be exclusive of overhead and profit.

6. The award shall be based on the STIPULATED LUMP SUMS submitted by the closing date and time indicated in this tender. The LUMP SUMS shall include all labour, materials, all costs for the co-ordination of the work and all clean-up, temporary removal and replacement of all Items which will affect the Work, making good all finishes affected by the Work, overhead, profit and statutory charges. The itemized cost breakdown of Work into sections (if requested in this ITT) will be used solely for the purpose of assessing bids unless otherwise stated on the Bid Form.
7. For Work under STIPULATED LUMP SUMS, the bidder is to make his/her own assessment as necessary to establish quantities of materials, etc.
8. It shall be the bidder responsibility to ensure that all items have been included and that no repetition of items appears in the Bid.
9. Front end paying/deposits are not permitted, unless otherwise noted in this ITT.
10. Subcontractors' and bidders' Names
  - a. Parties submitting a bid shall furnish with their bid a list of names of all subcontractors and bidders whose prices they have carried for the respective sub-trades defined in the Specifications.
  - b. The selected bidders shall not change the firms listed without written consent of Sheridan.
  - c. Sheridan reserves the right to reject a proposed subcontractor for reasonable cause.

## BID FORM

### .1 SCHEDULE FOR BID PRICES AND QUANTITIES

Having examined the Contract Documents, Specifications/Drawings, and Addenda for:

#### ITT 3622

As well as the premises and conditions affecting the work, we offer to furnish all plant, labour, equipment and materials necessary for the work of all trades for the prices stated herein in **Canadian Funds**.

#### (A) STIPULATED LUMP SUM

The base bid price includes overhead and profit, insurance, warranties, transportation charges F.O.B. job site with freight prepaid and allowed, and all applicable taxes (except Harmonized Sales Tax, which shall be shown separately).

Base Bid Price: \$ \_\_\_\_\_

Harmonized Sales Tax: \$ \_\_\_\_\_

**STIPULATED LUMP SUM:** \$ \_\_\_\_\_

#### (B) PROVIDE THE FOLLOWING ITEMIZED BREAKDOWN (WITHOUT HST)

Items below that do not apply to this project shall be marked "N/A". The total of all following itemized prices shall **SUM TO THE BASE BID PRICE above**.

Description of Work	Price
Architectural Demolition	\$
Architectural Proposed	\$
Mechanical Demolition	\$
Mechanical Proposed	\$
Electrical Demolition	\$
Electrical Proposed	\$
IT Demolition	\$
IT Proposed	\$
Security	\$
AV Installation Cash Allowance	\$16,015.00
	\$
Cost of Performance Bond (50% of Bid Price)	\$
Cost of Labour and Material Payment Bonds (50% of Bid Price)	\$

Others: Specify below (if any)	
	\$
	\$
<b>Base Bid Price</b>	<b>\$</b>

## **.2 UNIT PRICES**

Provide unit prices for the following, based on complete assemblies, including associated hardware, fittings, and finishes. Price shall include all markup for overhead and profit, HST excluded.

Description of Work	Price
Specify (if any)	
	\$

## **.3 HOURLY RATES REQUIRED:**

Description of Work	Price
Specify (if any)	
	\$

## **.4 SEPARATE PRICES REQUIRED:**

Description of Work	Price
Supply and install perimeter millwork	\$
Supply and install middle aisle student workstation millwork	\$
Specify (Other)	

## **.5 ALTERNATIVE PRICES:**

The following are our prices for Alternative Work listed hereunder. Such Alternative Work and amounts are **NOT** included in our stipulated price.

Item	Manufacturer	Addition	Deduction
Specify (if any)			

## **.6 PROPOSED SCHEDULE:**

<b>START DATE:</b>	
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<b>COMPLETION DATE:</b>	
<b>ESTIMATED PROJECT DURATION (IN WEEKS)</b>	

**Note:** Bidders to submit construction schedule in MS Project format, or approved equivalent, within five (5) days of award notification.

## **.7 ADDITIONS AND DEDUCTIONS**

The valuation of additions to, and deductions from, the Estimated Contract Amount shall be made as follows.

All items and costs thereof shall be all inclusive, in place and complete.

1. The prices in the SCHEDULE FOR BID PRICES AND QUANTITIES shall apply where appropriate.
2. If the prices in SCHEDULE OF BID PRICES AND QUANTITIES are not appropriate, valuation will be made by one of the following methods:
  - a) Sheridan may ask the bidders for a Lump Sum or Unit Price quotation for the proposed work.
  - b) If the quotation referred to in (a) above is not accepted by the Sheridan, the actual cost of the work will be determined as the total of only the following:
    - i. Actual cost of labour, including such items as Workers' Compensation and Unemployment Insurance.
    - ii. Actual cost of materials to be incorporated into the work, including such items as freight and taxes. H.S.T. to be shown separately.
    - iii. Rental of equipment and plant having a new value greater than \$300.

Whenever extra work is being performed under subsection (b) above, unit costs for labour, materials and equipment will be agreed to before the work is started. Reports shall be submitted daily in writing indicating the total chargeable quantities of labour, material, and equipment. Valuation of the extra work being so performed will be made only on the basis of the agreed unit costs and the daily reports certified by the Engineer.

## **.8 LIST OF PROPOSED SUB-CONTRACTORS, SUPPLIERS AND PRODUCTS**

Sheridan reserves the right to approve all proposed sub-contractor and where Sheridan objects to the use of any proposed sub-contractor, the bidders shall use another sub-contractor acceptable to Sheridan. Any proposed changes to the approved list of sub-contractors subsequent to Contract Award shall be subject to the approval of Sheridan.

The bidders may be required to produce a schedule of references for all or any proposed sub-contractor.

Where applicable, the bidders shall only use those sub-contractors approved by Sheridan College and shall be held fully responsible to Sheridan College for the acts and omissions of its sub-contractor.

As required in the Information to bidders, the name of each proposed sub-contractor, supplier or product is given in the following list.

If the bidders propose to sublet a part of the work that is not listed below, they shall add the sub-trade and the proposed sub-contractor's name to the list below.

Failure by a bidder to comply with the foregoing requirements may result in their bid being rejected as an informal Bid.

State OWN FORCES if a Sub-Contractor is not required for any of the trades listed; otherwise, name work and sub-contractor tractor proposed to be used.

*(If not used, bar and initial the space below.)*

\_\_\_\_\_

TRADE	SUB-CONTRACTOR	<u>CONTACT NAME &amp; TEL</u>
Drywall		
Flooring		
Doors		
Mechanical		
Plumbing		
Electrical		
IT		
Security		
Millwork		

## APPENDIX D – ITT PARTICULARS

### A1. THE DELIVERABLES

#### 1.1 Project Purpose and Objectives

The Faculty of Applied Health and Community Studies (FAHCS) plans to expand its Veterinary Technician program intake from 320 to 480 students. This project supports one of Sheridan's critical priorities, program optimization and strategic enrolment.

To support this growth, two CAD lab classrooms in the B111 suite (currently occupied by the Faculty of Applied Science and Technology – FAST) will be repurposed. As FAST still requires four CAD labs, two of their labs need to be relocated to B104 and B106 at Davis Campus.

The project will be implemented in two phases:

- Phase 1: Relocate and replace two CAD labs that will be displaced to accommodate the Veterinary Technician's lab expansion (Summer 2025).
- Phase 2: Convert the vacated CAD labs into two labs for the Veterinary Technician program (Fall 2025).

### A2. Project Scope and Deliverables

The scope of work for **Phase 2** includes, but is not limited to, the following activities:

#### 2.1 In-scope work:

- Removal of existing furniture.
- Demolition of existing walls, flooring, and ceiling to accommodate new finishes.
- Floor scanning/X-ray prior to any cutting or trenching activities.
- Mechanical and plumbing work, as required by the new layout.
- Removal of all existing controls and installation of Delta Controls integrated into the Building Automation System (BAS).
- Electrical work including lighting, power, and communication pathways.
- Installation of IT data cabling and audiovisual (AV) systems.
- Installation of security infrastructure including cameras, push buttons, and card readers.
- Supply and installation of millwork, as required.

#### 2.2 All deliverables are stated in the attached drawings:

- Tender drawings – 2512 2025-08-12 Sheridan Vet Issued for Permit and Tender
- Specifications – 2512 2025-08-12 Sheridan Vet – IFPT Spec

### A2. Insurance

The bidders hereby covenant and agrees to obtain and maintain in full force and effect throughout the Term, at its own cost, insurance satisfactory to Sheridan with financially sound and reputable insurance companies licensed to underwrite insurance in the Province of Ontario. The bidder shall be responsible for payment of all amounts within the deductible or self-insured retention under each policy of insurance. All insurance policies required pursuant to this clause shall be primary and shall not call into contribution any insurance available to Sheridan.

.1 The insurance shall include but not be limited to:

Ontario Workplace Safety and Insurance Board coverage certificate;

- a. Ontario Workplace Safety and Insurance Board coverage certificate;
- b. Commercial general liability insurance in respect of the bidder and all obligations and operations of the bidder as outlined in the Contract, against claims for bodily injury, including personal injury and death, and property damage or loss, indemnifying and protecting the bidder, their respective employees, servants, volunteers, agents and invitees, to the inclusive limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence with a minimum Ten Million Dollars (\$10,000,000.00) annual aggregate. Such insurance shall specifically state by its wording or by endorsement that:
  - i. Sheridan, its board of governors, trustees, officers, employees, servants and agents are included as an additional insured under the policy with respect to the operations and obligations of the bidder as outlined in this Work;
  - ii. The policy includes contractual liability, SPF. 6 Non-Owned Automobile Liability and SEF. 94 Legal Liability for Damage to Hired Automobiles coverage, products and completed operations coverage, advertising injury liability, contingent employer's liability, and employees as additional insured's;
  - iii. The policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as an insured in the same manner and to the same extent as if a separate policy had been issued to each; and
  - iv. The policy shall contain a waiver of subrogation against Sheridan, its board of governors, trustees, officers, employees, servants and agents;
- c. Automobile Liability insurance with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The policy must provide coverage for bodily injury or property damage arising out of the ownership, use or operation of all automobiles owned and/or leased by the bidder; and
- d. All Risk Property and machinery insurance coverage on a replacement cost basis to adequately cover the bidder's equipment and other such property in the care, custody and control of the bidder. The policy shall contain a waiver of rights of subrogation against Sheridan, its board of governors, trustees, officers, employees, servants and agents.

Such policies shall not be terminated, cancelled, or materially altered unless written notice of such termination, cancellation or material change is given by the insurers to Sheridan at least thirty (30) days before the effective date thereof.

### **A3. Work Schedule**

Construction must commence in an expedient manner to complete all non-lead time construction. Construction schedules submitted by the bidder shall include a breakout of work that can complete without delay and any long lead items that will require either a second mobilization or delayed progress of work.

- a. The bidder shall be prepared to commence the work as soon as possible or as per the schedule in order to meet the required date of completion. Work should proceed in an expeditious manner and to be coordinated with the Sheridan College Project Manager.
- b. The bidder shall not interfere, interrupt, or inconvenience any program or operations in Sheridan College or cause it to be done so by others, unless one (1) weeks' notice is given and only at a time approved by Sheridan.
- c. The bidder is to work all hours deemed necessary in order to meet the required schedule (work site is available to the successful bidder 24hrs/day and 7 days/week). Sheridan will not accept any claims and will not pay for additional overtime charges. After hours work may be required to perform any activities that may be disruptive to the occupants of the occupied buildings. All afterhours work and shutdowns to be coordinated with Sheridan Project Manager with appropriate notice.
- d. The work associated with this project must commence no later than **September 8, 2025**.
- e. The construction shall be completed **December 05, 2025**, and all deficiencies no later than **December 31, 2025**, to allow TSSA review and to allow internal trades and stakeholders complete their necessary work before granted occupancy for start of term.
- f. All buildings are occupied from 0700-2200h Monday – Friday. During occupied times, there must be no disruptions to occupants (e.g. dust, smell, temperature, safety hazards, etc.)

#### **A4. SURETY BONDS**

- a. Bidders shall be required to submit an Agreement to Bond from a duly incorporated surety company authorized to transact business in the Province of Ontario shall be submitted with the Bid verifying that the said bidder is capable of satisfying the security requirements to obtain the Bonding as prescribed above.
- b. Bidders shall be required to submit a Performance Bond and a Labour and Material Bond. It will be in the form of a 50% Performance Bond and 50% Labour and Materials Payment Bond. These Bonds shall also include the one-year warranty period, or such longer periods as may be specified.
- c. Bonds shall be issued by a duly incorporated surety company authorized to transact business in the Province of Ontario and shall be properly executed by both the bidders and Surety Company.
- d. Form of Bond shall be in the format as required by s. 85 of the Construction Act of Ontario and must be acceptable to Sheridan.

#### **B. MATERIAL DISCLOSURES**

**B1.** Proponents shall refer to the following, attached as separate documents, for details:

- **ITT 3622 - Specification, Documents & Drawings**

**B2.** Potential Asbestos - PINCHIN Report attached.

**B3.** Insurance

During the Term of the Agreement, bidders must maintain insurance certificates which match or exceed the coverage listed in the Section A2. If bidder's insurance coverage does not comply with the Section A2, the bidder will be responsible to adjust their policy accordingly at their own costs.

## **C. MANDATORY SUBMISSION REQUIREMENTS**

### **C1. Declaration Form (Appendix B)**

Each bid must include a Declaration Form (Appendix B) completed and signed by an authorized representative of the bidder. This Declaration includes acknowledgement of the Schedule H - Sheridan Supplier Code of Conduct.

### **C2. Pricing (Appendix C)**

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

### **C3. Proof of Bonding Letter**

Each bid shall include a proof of Surety Bonds from a reputable Bonding Company in the Province of Ontario that confirms the bidder bonding meets the minimum requirements set forth in Section A4 above.

The successful bidder shall hereby covenant and agree to obtain and submit the surety bonds no later than five (5) business days from the day of request.

### **C4. Start & Completion Dates**

Proponents must submit a letter on company letterhead stated the following:

The work associated with this project must commence no later than **September 8, 2025**.

The construction shall be completed **December 05, 2025**, and all deficiencies no later than **December 31, 2025**, to allow TSSA review and to allow internal trades and stakeholders complete their necessary work before granted occupancy for start of term than five (5) business days from the day of request.

### **C5. APPENDIX F – Business Location Vendor Attestation**

Each bid must include a Business Location Vendor Attestation (Appendix F) completed and signed by an authorized representative of the bidder.

### **C6. Other Mandatory Submission Requirements**

N/A

## **D. MANDATORY TECHNICAL REQUIREMENTS**

N/A

## **E. PRE-CONDITIONS OF AWARD**

### **E1. Proof of Financial Viability**

Prior to entering into an agreement with the selected bidder, Sheridan may require the bidder to provide detailed financial information to demonstrate and confirm its financial viability. Sheridan may choose not to enter into an agreement with any bidder that is unable to demonstrate its financial viability to the satisfaction of Sheridan.

## **E2. Contractor Health and Safety Program**

Upon notification of intent to award the contract and within ten (10) business days, the selected bidder shall provide to Sheridan completed and signed copies of Appendix B and Appendix C found at the following link.

Go to <https://policy.sheridanc.on.ca/dotNet/documents/?docid=1118> and click on “Visit our Public Site”.

It is the selected bidder’s responsibility to review and abide by Sheridan’s Contractor Health and Safety Program.

## **E3. Proof of WSIB Clearance Certificate**

The selected bidder must submit Proof of WSIB Clearance Certificate

## **APPENDIX E – SUPPLEMENTARY CONDITIONS**

### **E1. Workplace Safety and Insurance Board**

The bidder shall provide Sheridan with a current “Clearance Certificate” from the Workplace Safety and Insurance Board and the municipality may, at any time during performance of the contract or upon its completion, require a further declaration that assessments or compensation required to be paid pursuant to the Workers’ Compensation Act have been paid.

- Safety in the workplace is accomplished by:
- removal of, or safeguarding against, environmental health and physical hazards,
- establishment of safe working practices,
- provision of safety devices,
- provision, use and maintenance of personal protective devices,
- provision and participation in appropriate training, and
- Compliance with the Occupational Health and Safety Act and Regulations.

### **E2. Insurance Claims**

- a. The bidder shall retain an independent adjuster who will determine the bidder’s liability for all third-party claims and advise the claimant in writing of the determination of liability within sixty (60) days of service of the claim on the bidder. Copies of such determination of liability shall be forwarded to Sheridan.
- b. If the bidder or the bidder’s independent adjuster fails to respond within the time noted in (a) or responds in a manner inconsistent with the evidence at hand, Sheridan reserves the right to have another independent adjuster review the claim and determine liability, therefore any monies incurred by Sheridan to investigate, defend and satisfy any third-party claim where it was determined that the bidder was liable will be deducted from monies owing to the bidder by Sheridan.
- c. If a claim is settled to the satisfaction of the claimant, the bidder shall provide Sheridan College with a copy of the claimant’s release. The claimant’s release shall cover the interests of the bidder and Sheridan, its employees, agents and anyone for whom it is in law responsible.

### **E3. Default**

Where an act or event of default by the bidder occurs, Sheridan may terminate the Contract by giving forty-eight (48) hours written notice to that effect and enforce any Performance Bond, Letter of Credit or other performance security provided by the bidder. Alternatively, Sheridan may hold back any amount payable (on this or any other contract with Sheridan College) as in the opinion of Sheridan is reasonably required to secure timely completion of the work.

Acts or events of default by the bidder may include but not be limited to the following:

- a. The bidder fails or neglects to commence or to proceed with the Project, Work or Supply diligently and at a rate of progress that in the opinion of Sheridan will ensure entire completion within the time provided for in the contract documents.

- b. Sheridan determines reasonably that the bidder has abandoned the work, the determination of which Sheridan shall be the sole judge.
- c. The bidder is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the bidder, or where the bidder makes an assignment for the general benefit of creditors or applies for relief under the Companies' Creditors Arrangement Act, or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the bidder.
- d. Where any formal or informal proceeding for the dissolution of, liquidation of, or winding up of, the affair of the bidder is instituted by or against the bidder, or where a resolution is passed or any other act undertaken for the winding up of the bidder.
- e. The bidder ceases or threatens to cease to carry on its business, or the bidder makes or agrees to make a bulk sale of its assets.
- f. A receiver, manager or trustee is appointed in respect of the business or assets of the bidder, or any part of thereof, by a court of competent jurisdiction, or under an agreement.
- g. The bidder defaults in payment of any indebtedness or liability to a bank or other lending institution, or an approved subcontractor whether secured or not.
- h. The bidder defaults in the completion of the work or the bidder fails or refuses to remedy any unsatisfactory or defective work or to remove any unsatisfactory or condemned material when so ordered by Sheridan College in writing.
- i. The bidder persists in any course in violation of any of the provisions of the contract documents after receiving written notice from Sheridan to correct that violation.

The remedies provided in this section are in addition to all other legal, equitable or statutory remedies to which Sheridan College is otherwise entitled, and the taking of any one remedy shall not preclude the taking of any other remedy.

In addition, where there is a default by the bidder under the contract, Sheridan may waive that default by written notice to that effect. A waiver of a default shall not extend to or be taken in any manner whatsoever to affect the rights of Sheridan with respect to any subsequent default, whether similar or not.

In the event that the bidder fails to properly, promptly, and fully carry out the work required by these documents, Sheridan College reserves the right to notify the bidder to discontinue all work under this contract, to advertise for new bids or carry out the work in any way as Sheridan College may, at its sole discretion, deem best. The bidder further agrees to save and hold harmless Sheridan College and/or its officers, agents, or servants from all loss, damage, liability, cost, charge or expense whatsoever which it, they or any of them may suffer, incur or be put to by reason of such default or failure.

#### **E4. Termination**

In the event that the bidder fails to comply with any provision of the contract or otherwise fails to perform its obligations hereunder in a competent manner satisfactory to Sheridan, Sheridan may issue a verbal warning outlining the deficiency in supply or other aspects of performance and requiring the bidder to correct those deficiencies within such period of time as stated.

If the deficiency is not corrected within the time specified, or there is a further instance of deficient performance, Sheridan may issue a written notice to the successful bidder, identifying the deficiency in performance and setting a final date or time period for its correction

In the event that the bidder has not remedied its failure by the final date or within that time period, Sheridan shall be entitled to exercise any one or more of the following remedies:

- a. Sheridan may terminate the contract without further notice, and exercise its rights to the performance security provided by the bidder;
- b. Sheridan may withhold any payment due to the bidder hereunder until the bidder has remedied its failure;
- c. Sheridan may engage the services of another bidder to remedy the bidder's failure and obtain reimbursement therefore from the original bidder. The said reimbursement may be obtained either through deduction from any amounts owing to the bidder hereunder, or through any other legal means available to Sheridan College; or
- d. Sheridan may assert any other remedy available to it in law or equity.

Unless Sheridan expressly agrees to the contrary, any failure of Sheridan to exercise any of the foregoing remedies, or the granting of any extension or indulgences, shall not be prejudicial to any right of Sheridan to subsequently obtain such remedies.

Termination of any contract can be immediate depending on the severity of the default.

#### **E5. Termination for Changes in Legislation or Funding**

- a. Either party may terminate this Agreement, in whole or in part, if there are material changes to applicable government legislation or funding that affect the execution or cost of the services under this Agreement.
- b. The party seeking to terminate this Agreement shall provide the other party with written notice of such intention, detailing the changes in legislation or funding that have led to this decision.
- c. Upon receipt of such notice, the parties shall meet within seven (7) days to negotiate in good faith any modifications to this Agreement necessary to address the impact of the change in legislation or funding.
- d. If the parties are unable to agree on such modifications within fourteen (14) days of receipt of the notice, either party may terminate this Agreement upon providing a further thirty (30) days' written notice to the other party.

In the event of termination under this clause, the parties will settle any outstanding payments for services rendered up to the date of termination, and any costs reasonably incurred as a result of the termination.

#### **E6. Inspection**

All shipments shall be subject to final inspection after receipt by Sheridan College at destination. Delivery to Sheridan is not to be an acceptance unless inspected and approved by Sheridan and subject to rejection based upon:

- a. defective products or workmanship discovered within one year of the date of receipt; and

- b. latent defects, frauds and mistakes

#### **E7. Rejection**

- a. If any of the goods are found at any time to be defective in material, workmanship, quality, quantity or otherwise not in strict conformity with the specifications or requirements of the original bid request and any subsequent order, Sheridan in addition to any rights to which it may have under warranties or otherwise shall have the right to reject and return such goods for full credit. All freight charges are to be at the bidder's expense.
- b. Without limiting the foregoing right of rejection, Sheridan shall have the right to require prompt replacement, repair or correction of defective work or goods at the risk and expense of the bidder. If the bidder is unable or unwilling to affect such replacement, repair or correction Sheridan may do so by using its own workers, goods or facilities or by outside contract and shall be entitled to charge the original bidder for excess costs directly or indirectly occasioned thereby.

#### **E8. Bidder's Responsibilities**

Acceptance of a Purchase Order issued by Sheridan for a bid, or any part of a bid shall constitute a contract between Sheridan College and the bidder which shall bind the bidder on his part to furnish and deliver the goods or services at the prices given and in accordance with the conditions of the bid and these Terms and Conditions.

#### **E9. Contract and Bidder Requirements**

The bidder hereby covenants and agrees that if their bid or any part thereof is accepted by Sheridan, they:

- a. Shall perform the contract in accordance with the specifications, terms and conditions under which it is awarded.
- b. Shall use due care that no person is injured, and that no property is damaged in the performance of the work.
- c. Shall not, except with the consent of Sheridan in writing, release information relating to any subsequent order for advertising, promotional or technical purposes or otherwise give it publicity in any fashion, nor shall the name of Sheridan be used for, or in connection with, any advertising or promotional purpose of the bidder.
- d. Bidders are to treat information gained while working with Sheridan confidentially and not use it for any other project and return it to Sheridan if requested with no copies to be retained.,
- e. Shall provide a complete list of all controlled products, hazardous materials, products containing hazardous materials, and all biological or chemical agents or devices or equipment producing or emitting a physical agent and any substance, compound, product or physical agent that is deemed to be, or contains, a designated substance as defined under the Act and the Regulations, which will be supplied or used in the work, before commencing. The bidder shall provide appropriate information and **Material Safety Data Sheets**, where required, with the shipment

- f. Shall ensure that bidders, sub-contractor, and all of their employees are trained in W.H.M.I.S.

#### **E10. Deliveries**

- a. Deliveries to the Davis Campus are to be made between the hours of 8:00am and 4:30 pm local time, Monday through Friday. All shipments should be directed to Dock B1 – 7899 McLaughlin Road, Brampton, Ontario L6Y 5H9
- b. Deliveries to Trafalgar campus are to be made between the hours of 8:30 a.m. and 4:00 p.m. local time, Monday through Friday. The Trafalgar campus has one (1) dock: Dock # 2 – General Shipping and Receiving. Most items will generally be shipped to Dock # 2, unless stated differently in the document. For Dock # 2, the truck should not be longer than 40 feet.

#### **E11. Invoice Requirements**

The bidder will submit to Sheridan, Finance – Accounts Payable ([ap@sheridancollege.ca](mailto:ap@sheridancollege.ca)), an invoice for payment upon completion of work.

All applicable taxes are to be itemized separately on invoices, i.e. H.S.T.

Include the Purchase Order number on each invoice. (Invoices will be returned if this information is omitted.)

#### **E12. Payment Terms**

Sheridan College will pay correct invoices Net 30 days after receipt of the invoice unless a discount for quick payment is offered. No other terms of payment will be accepted whether stated/implied without written approval. Payment may be delayed if the invoice is incorrect or goods or services are not acceptable to Sheridan.

**HOLD BACK:** Sheridan College reserves the right to retain a hold-back of ten (10) percent of the total amount due on this contract for sixty (60) days past completion as security against a construction lien or other claims.

Payments shall be subject to the holdback and other provisions of the Construction Act.

#### **E13. Occupational Health and Safety Act (OHSA) Requirements**

The following requirements and conditions shall be included in all agreements with bidder (and sub-contractor) engaged by or on behalf of Sheridan:

- a. Bidders with known poor safety records or with inadequate qualifications or equipment will not be considered for Award;
- b. Bidders acknowledge that they regularly read and understand the Occupational Health and Safety Act R.S.O. 1990, C. 0.1 (“OHSA”) and regulations, made under that statute;
- c. Bidder shall comply with all health and safety requirements established by the Occupational Health and Safety Act and regulations. Any such requirements established

by Sheridan College shall be included in the Bid Documents and the Bidder agrees to assume full responsibility for the enforcement of same;

- d. Bidder shall participate in a pre-project meeting to verify its full understanding of the major contractual requirements and expectations in the area of health and safety before the start of any work;
- e. Bidder shall allow access to the work site on demand to representatives of Sheridan provided that they are in full compliance of the Occupational Health and Safety Act and Regulations;
- f. Sheridan will take all action necessary to support the bidder's health and safety efforts and to ensure that Sheridan owned and controlled environments in the vicinity of the project are free from hazards;
- g. Bidder acknowledges and agrees that any serious breach or breaches of health and safety requirements, whether by the bidder or any of its subcontractor may permit Sheridan to elect to cancel the contract; and
- h. Bidder acknowledges and agrees that any damages or fines that may be assessed against Sheridan by reason of a breach or breaches of the OHSA by the bidder or any of its subcontractor will entitle Sheridan to set-off the damages so assessed against any monies that Sheridan may from time to time owe the bidder under the contract or any other contract whatsoever
- i. Bidder shall provide a list of all controlled hazardous materials or products containing hazardous materials, all physical agents or devices or equipment producing or emitting physical agent(s) and any substance, compound, product or physical agent that is deemed to be or contains a designated substance in accordance with the Workplace Hazardous Materials Information System (WHMIS) as defined under the OHSA and shall provide appropriate Material Health and Safety Data Sheets for these substances used for the performance of the required work, all prior to the performance of said work.
- j. Where hazardous materials, physical agents and/or designated substances are used in the performance of the required work, the bidder shall ensure that the requirements of the OHSA and associated regulations are complied with.
- k. Bidder shall follow Workplace Hazardous Materials Information Systems (WHMIS) requirements and ensure all employees are given required training and support.
- l. Bidder shall have a clearly defined safety plan/rescue plan for its workers involved in hazardous activities. This plan shall include, but not be limited to, procedures for entering a confined space on the work site.
- m. Bidder agrees at all times to comply with Occupational Health and Safety Standards in the workplace and further agrees to adhere to Health and Safety Standards set out in applicable statutes and regulations and to comply with written Health and Safety Policies of Sheridan.

#### **E14. Toxic and Hazardous Substances**

If the bidder encounters unidentified toxic or hazardous substances at the place of the work, or has reasonable grounds to believe that unidentified toxic or hazardous substances are present at the place of the work, the bidder shall take all reasonable steps, including stopping the work to ensure that no person suffers injury, sickness or death, and that no property is injured or destroyed as a result of exposure to the presence of the substances, and immediately report the circumstance to Sheridan in writing.

#### **E15. Licenses and Permits**

The bidder will be responsible for applications and fees associated with any and all licences and permits required by any and all governing bodies unless otherwise stipulated in the bid request document. A copy of all permits, and any other required documentation will be forwarded to Sheridan's designate for Sheridan records.

#### **E16. Evidence of Quality**

It is the bidder's responsibility to prove their product/service quality meets Sheridan requirements and bidders may be required to submit evidence in a form acceptable to Sheridan. Substitution of materials equipment or methods different from that outlined in the specifications / terms of reference will not be accepted unless provided for within the bid request document or without the written approval of Sheridan.

#### **E17. Labour Disputes**

The obligations of the bidder hereunder shall continue unchanged throughout the occurrence of any labour disputes (including strike or lockout), whether the same occurs with respect to the employees of Sheridan, the bidder, or otherwise.

#### **E18. Guaranteed Maintenance and Warranty**

- a. Upon completion of the work, the bidder shall maintain the work for a warranty period of Twenty-four (24) Months after the date of substantial completion to the satisfaction of Sheridan /or Consultant, if any, both acting reasonably. The bidder shall correct any imperfections due to material or workmanship. The decision of Sheridan /or Consultant, if any, both acting reasonably, as to the nature and cause of any imperfections and the necessity for the type of repair shall be final.
- b. The warranty given pursuant to this section shall not limit extended or other warranties on any items of equipment or material called for elsewhere in the contract.
- c. The bidder shall, before final payment is applied for, to the extent permitted by the manufacturer and supplier, assign to Sheridan the benefit of any warranty by any manufacturers or suppliers in addition to the warranty as mentioned above.
- d. The bidder agrees to correct promptly, at their own expense, defects or deficiencies in the work which appear prior to and during the period of two (2) years from the date of substantial performance of the work or such longer periods as may be specified for certain products or work.
- e. If after seven (7) days' notice, the bidder fails to carry out any repairs as directed by Sheridan, Sheridan may proceed with such and charge the same against any monies that are outstanding to the bidder. If no monies are being held by Sheridan, Sheridan reserves the right to bill such repairs back to the bidder or to make a claim against performance security that is being held for the work in question.
- f. The bidder agrees to correct or pay for damage resulting from corrections made under the requirements of the warranty.
- g. The decision of Sheridan shall be final as to the nature and imperfection of guaranteed work, and the necessary remedy of same.
- h. The bidder shall use only new, first-class materials, and shall cause their suppliers to do the same. The bidder shall correct or replace any defective work or material at its own expense, upon the direction of Sheridan. Where the bidder refuses or neglects to remove any defective work or material supplied by it in accordance with a written notice by Sheridan, such work or material may be removed by order of Sheridan at the bidder's

expense. Sheridan reserves the right to deduct the cost and expense of such removal from any moneys due to or that become due to the bidder on any account.

- i. The equipment shall include a minimum two (2) year maintenance and service contract including preventative maintenance and repair.

## **E19. Existing Services**

The position of utility pole lines, underground conduits and services, watermains, sewers and other underground and over ground utilities and structures are not necessarily known, and the accuracy of the position of such utilities and structures on any reference documents is not guaranteed. Sheridan will not be responsible for damages or extra work caused or occasioned by the bidder relying on this or any other information or records.

Before starting work, the bidder shall familiarize themselves of the exact location of all such utilities and structures and shall assume all liability for damage to them. Where extra measures are required to support utility poles during construction either by the utility involved or the bidder himself, the costs involved shall be borne by the Bidder. The bidder will be responsible for any fees that may be associated with these services.

## **E20. Inspection and Control of Site**

SHERIDAN COLLEGE'S INSPECTION AND SUPERVISION – A representative of Sheridan (appointed by Sheridan) reserves the right to enter the site at any time for the purpose of review & inspection. The presence of a said representative does not indicate satisfaction or compliance unless these comments are made by the representative and submitted to the bidder in written form.

## **E21. Bidder's Use of Site**

Sheridan will provide storage areas as required. The bidder use of Sheridan property is limited to areas for work and storage as directed by Sheridan. Perishable, stainable, or damageable products shall be placed above grade and adequately protected from the elements of nature accordingly.

Except where expressly permitted by Sheridan, materials and/or equipment must not be stored within four metres of the travelled portion of any roadway. Notwithstanding the foregoing, the bidder shall, at their own expense, remove any equipment or material, which, in Sheridan's opinion, constitutes a traffic hazard.

Access to washrooms and food services is permitted unless noted otherwise.

All Waste generated through this project must be disposed of in compliance with all laws and regulations, by the bidder, using services supplied by and paid for by the bidder.

The bidder is responsible for damage caused to surrounding facilities, and for the protection of the public. Facilities and/or surroundings damaged by the bidder shall be repaired and paid for in full by the bidder at no cost to Sheridan.

## **E22. Emergency and Maintenance**

The care of the works until completed, delivered to and accepted by Sheridan rests solely with the bidder who shall assume all risk of damage to the work.

For the purpose of Emergency and Maintenance measures, the name, address, and telephone number of a responsible official of the contracting firm shall be given to Sheridan's contact person in charge of the project. This official shall be available at all times and have the necessary authority to mobilize workers and machinery and to take any action as directed by Sheridan in the event emergency or maintenance measures are required, regardless of the fact that the emergency or requirement of maintenance may have been caused by the bidder's negligence, Act of God, or any cause whatsoever.

Should the bidder be unable to carry out the required immediate remedial measures, Sheridan may carry out the necessary repairs and the costs for this work shall be deducted from payments due to the bidder.

## **E23. Brand Name or Equivalent**

Bid submissions of a comparable product will be considered if it meets Sheridan's requirements.

- a. Any reference to the brand name or a particular manufacturer shall be understood to have been made solely for the purpose of establishing and describing required performance and quality levels of the product to be supplied, unless specified otherwise.
- b. No reference to the brand name of a particular manufacturer shall be construed to restrict bidders to that manufacturer, but bids shall be deemed to be invited for equivalent and comparable equipment of any manufacturer.
- c. Despite subsection (2), if an item is other than the one specified in bid, it is the bidder's responsibility to demonstrate that the product bid meets the specifications, and the bidder shall submit brochures or samples upon request, and provide full specifications in detail on the item(s) bid. Sheridan College shall be the sole judge (in its absolute discretion) as to whether a product meets specifications.
- d. Bidders wishing to bid on an alternate product would need to compare Sheridan's specifications to their alternate product. It will not be Sheridan's responsibility to perform this comparison.

If there are disparities between the two products, the bidder can contact the Purchasing Department in writing prior to submitting a bid and identify all items of concern. If Sheridan is willing to consider the product with its differences, it could then be communicated in the form of an addendum prior to the closing date.

The acceptability of any alternate products will remain at the sole discretion of Sheridan. In the event a demonstration of the product is required to confirm equivalency, it will be conducted after the bid has closed.

The cost of any testing requirements to establish acceptable equivalent or comparable products will be borne by the bidder, unless otherwise stated by Sheridan.

## **E24. Campus Parking**

Paid parking is available at the Oakville and Brampton Campus. Any bids received by bidders shall be considered an all-inclusive price and must include parking arrangements for the various trades, subcontractor, etc.

Parking areas and fees shall be as directed by Sheridan. Park only in designated parking spots. Do not obstruct entrances, stairs, fire exits or fire routes. Maintain free access routes at all times for ambulances, fire emergency vehicles, garbage trucks, etc. If required, bidder shall phase operations to accommodate Sheridan operations and shall provide traffic control measures and directional signs to the satisfaction of Sheridan.

### **1. Pass Types & Payment Methods:**

- a. A daily pay-by-plate pass may be purchased through the blue pay-by-plate kiosk. Payment methods: coins and credit cards.
- b. A multi-day pass, monthly pass or bi-weekly pass may be purchased through the bookstore. Payment methods: cash, credit and debit.
- c. Single semester, two-semester or annual permits are available through the Security office. Payment Methods: business cheque, certified cheque, debit and money order.

### **2. Designated Bidder Parking Spots:**

There are a number of designated bidder parking spots available at the Davis campus and Trafalgar campus locations.

- a. If a bidder purchases a pay-by-plate pass they can bring the receipt to Security. Security will mark the receipt and the bidder can display this receipt in the dash of their vehicle which will then allow them to park in a designated bidder spot.
- b. If a bidder purchases a multi-day pass through the bookstore, they can bring the pass to Security who will then mark/identify the hang tag to allow the bidder to use the designated bidder spots.
- c. If bidders purchase an annual or semester permit through the Security office, the hang tag will be marked and this will allow the bidders to park in the designated bidder spots.

### **3. Notes & Comments:**

- a. Bidders may park in any regular parking spot in addition to the designated bidder spots.
- b. Bidders are not permitted to park in preferred parking spots, car pool spots, any other signed spot, short term parking spots, the visitor parking lot, fire routes, roadways or other non-parking spots. In addition, Bidders are not permitted to park in Lot 1a (Residence parking lot) at Trafalgar.
- c. Multi-day/semester/annual parking passes are transferrable however security will need to be updated on the license plate #'s for the bidders parking in the designated bidder spots.
- d. Fee schedule is available online through Sheridan's website
- e. (<http://parking.sheridancollege.ca>).

At the Mississauga campus, paid parking is available through the City of Mississauga. Sheridan does not provide parking at the Mississauga campus.

## **E25. Smoke Free Sheridan Policy**

Sheridan is a Smoke-Free Environment. In accordance with the Smoke-Free Sheridan Policy, smoking any form of tobacco and/or cannabis, vaping and the use of e-cigarettes and smokeless tobacco (commonly known as chewing tobacco) is not permitted anywhere on Sheridan campuses.

## **E26. Sexual Assault and Sexual Violence Policy**

All bidders must read and understand the Sheridan Sexual Assault and Sexual Violence Policy. In addition, all employees and sub-contractors engaged by the successful bidder to perform work at Sheridan must read and understand the Sheridan Sexual Assault and Sexual Violence Policy.

The policy is located here <https://www.sheridancollege.ca/-/media/files/www/about/respectful-and-safe-communities/sexual-assault-and-sexual-violence-protocol-2017.ashx> .

## **E27. Codes and Standards**

The following codes and standards shall apply to the work and are deemed to be part of this ITT. Provision for meeting the most current edition of these requirements is deemed to be included in all pricing submitted under this ITT.

- OBC 2012: Ontario Building Code Requirements.
- NFPA: National Fire Protection Association
- Fire Marshal Act
- Electrical Safety Codes
- Ontario Water Resources Act
- Gas Utilization Code
- Environmental Protection Act
- Ontario Hydro
- Municipal Bylaws
- Ontario Occupation Health and Safety Regulation
- All other applicable codes and/or bylaws affected by this project

## **E28. Shop Drawings**

All shop drawings as may be required to complete the work in accordance with the contract documents shall be submitted to Sheridan for review prior to commencement of work. Shop drawings are to include overall layout, actual dimensions, material profile & other related works. Refer also to drawing specifications and notes.

## **E29. Record Drawings (As-Builts)**

Bidder is required to document the “as-built” location and condition of all construction related items throughout the duration of the project. This includes but is not limited to any “field changes” as instructed by Sheridan or dictated by site conditions. A drawing record of the “as-built” condition of the completed work is to be submitted to Sheridan no later than two (2) weeks upon contract completion.

### **E30. Extra Work and Additional Costs**

Any work that is deemed by the bidder to be extra work is to be evaluated and approved by Sheridan Project Manager before proceeding. If bidder proceeds without written consent or approval from Sheridan, they do so at their own risk. Evaluation of additional work will be based on current market pricing and unit rates and shall be restricted to five percent (5%) overhead and five percent (5%) profit applied to the labour and material cost. The same percentages shall apply to subcontractors and/or their agents. A breakdown of the additional work is to be provided for all claims.

### **E31. Close Out Documents**

1. The purpose of this document is to mark the completion of this ITT with ITT reference number by collecting the requested close out documentation listed below and confirming that all essential contractual and other project closure activities have been completed.
2. Upon project completion, general bidder shall provide Sheridan Project Manager with close-out documentation via electronic copy for initial review. Once reviewed and revised, bidder shall provide two (2) hard copies and one (1) electronic copy of the complete package no later than two (2) weeks past the projection completion date.
3. Close out documentation to include:
  - Letter of Warranty for all labour, material and products from trades and vendors
  - Contact information of all sub trades and vendors (to include at a minimum; name, phone number, email and company name and address)
  - A copy of the following from all applicable sub trades and vendors
    - Permits
    - Certification
    - Panel and Diagram Schedules
    - Air Balancing
    - Test Reports
    - Product Data
    - Maintenance and operation sheets
    - Shop drawings
    - Commissioning Reports
    - As-built drawings

### **E32. Application for Payment**

1. The application for progress payment may be made monthly and shall be sufficiently broken down in order for the College to evaluate its contents, and shall indicate a ten percent (10%) holdback which shall be deducted from each application amount.
2. Sheridan reserves the right to request further evidence of breakdown or documentation to establish a fair and reasonable evaluation of the application. Should such information be required, the receipt date of application shall be adjusted accordingly.
3. All applications for payment, other than the first, shall be accompanied by a statutory declaration.
4. Final payment and release of holdback shall be released as noted in the CCDC 2.

### **E33. Security Access**

As required Sheridan may arrange for Security access to specific areas involved in this project. The Sheridan Project Manager may arrange this with the bidder and Security Services. Any keys that are signed-out to the bidder must be returned prior to the bidder leaving Sheridan.

### **E34. Traffic and Pedestrian Control**

Traffic and pedestrian control shall be in accordance with OPSS 543, Ontario Traffic Manual (OTM) Book 7 (Temporary Conditions), and the Occupational Health and Safety Act (OHSA).

The bidder shall be responsible for the supply, installation, maintenance and removal of all signs required for entrance detours and restrictions, including signs on private property, barricades and construction fencing. As required, the bidder is responsible for preventing pedestrian access to site using methods such as placing chain link fence and posting signs.

### **E35. Environmental Protection Act**

No persons shall use any facilities or equipment for the storage, handling, treatment, collection, transportation, processing or disposal of waste that is not part of a waste management system for which a certificate of approval has been issued and accept in accordance with the terms and conditions of such certificate in compliance with the provisions of the EPA and its Regulations. The persons or corporation shall advise Sheridan of any spills in accordance with the Spills Response Program as required under the Environmental Protection Act.

### **E36. Asbestos**

As required under R.R.O. 838, the regulation respecting Asbestos on Construction Projects and in Buildings made under the Occupational Health and Safety Act, an asbestos register will be available upon request for the particular area under construction.

If asbestos is encountered during the project stop work immediately and contact the Sheridan Project Manager.

### **E37. Temporary Services**

It shall be the responsibility of the bidder to provide temporary services if required (i.e. hydro, water, heat, etc.). Where work is being carried out in an existing building, the bidder shall make application to Sheridan for utilization of such facilities.

### **E38. Cleanup and Disposal**

Bidders shall keep the premises in a clean and orderly condition at all times during construction. The project site is to be kept tidy on a daily basis. Upon completion of the work, all surplus material and garbage of every description incidental to the work shall be cleared leaving the project neat and orderly. All waste and unusable material shall be promptly removed and disposed offsite at the bidder's expense. Bidders are not to use Sheridan garbage disposal bins at any times.

It is the responsibility of the bidder to restore the site to its original condition to the satisfaction of Sheridan after work has been completed.

#### **E39. Dust Control**

Bidder shall control dust from construction operations to the complete satisfaction of Sheridan as well as to municipal and provincial regulations. Bidder shall wash/sweep roads as required.

#### **E40. Code of Professionalism and Civility**

All bidders must abide by the Sheridan College Code of Professionalism and Civility.

Each member of the Sheridan community has the right to be treated with dignity and respect. The Code of Professionalism and Civility, in coordination with other related policies, is intended to provide guiding principles and rules for behavior that, when followed, contributes to a respectful,

supportive and safe place to work and learn. In the same manner that citizens of a community are responsible for their actions, so too are employees, bidders, consultants, visitors, volunteers, and any other person in our environment. As such, all members of our community are obligated to acknowledge and accept the responsibilities for good citizenship. Good citizenship is expressed as behavior which respects the duties, obligations and functions of a citizen as set out in this Code.

The Sheridan Code of Professionalism and Civility can be accessed through the following link: <https://www.sheridancollege.ca/-/media/files/www/working-at-sheridan/careers-at-sheridan/new-hires/code-of-prof-and-civility.ashx?la=en&hash=5FD7EC472857489F0FF66FFF1408E2175D3F24A7>

#### **E41. Assignment of Contract**

The bidders shall not assign the whole or any part of the resulting contract without the prior written consent of the Sheridan Project Manager.

#### **E42. Bidder Performance**

At project completion, the Project Manager will conduct an evaluation of the bidder's overall performance with input from consultants if applicable. Recommendations will be put forward as to the bidder's overall suitability for future Sheridan College work. It must also be noted that while overall performance is being evaluated, Sheridan reserves the right to suspend a bidder for extreme or repeated inadequate grades on any issues related to health and safety.

#### **E43. LIENS**

In the event that a construction lien is registered against the Project by or through a subcontractor or supplier, and provided Sheridan College has paid all amounts properly owing under the Agreement, the bidder shall, at its own expense:

1. within ten (10) working days, ensure that any and all construction liens and certificates of action are discharged, released or vacated by the posting of security; and
2. in the case of written notices of lien, ensure that such notices are withdrawn, in writing.

3. In the event that the bidder fails to conform with these requirements, Sheridan may set off and deduct from any amount owing to the bidder, all costs and associated expenses, including the costs of borrowing the appropriate cash, letter of credit or bond as security and legal fees and disbursements. If there is no amount owing by Sheridan to the bidder, then the bidder shall reimburse Sheridan for all of the said costs and associated expenses.

#### **E44. Pre-Qualified Subcontractors**

The successful bidder is responsible to contact and coordinate with the below pre-qualified subcontractors for all documentation, revisions, site walks, and mandatory site meetings.

Sheridan has mandated the following pre-qualified subcontractors to provide services as outlined below.

##### **E44.1 IT Cabling**

All contract work must adhere to:

- Sheridan College Standards for Communications Infrastructure Revised V5 (August 26, 2013);
- Base Classroom Technology Design Guide v.1.7.3 (Oct. 2012);
- Meeting Room Technology Design Guide v. 1.5 (Apr. 2013)

Cable Assembly Systems Ltd.  
4 Sharp Road, P.O. Box 607  
Brantford ON N3T 5P9  
[bmanese@cableassembly.ca](mailto:bmanese@cableassembly.ca)

CaTECH Systems Ltd.  
201 Whitehall Drive Unit 4  
Markham ON L3R 9Y3  
[rpinho@catech-systems.com](mailto:rpinho@catech-systems.com)

The State Group Inc.  
3206 Orlando Drive  
Mississauga ON L4V 1R5  
[a.blackborow@stategroup.com](mailto:a.blackborow@stategroup.com)

##### **E43.2 Campus Fire and Sprinkler Systems**

Hamilton Fire Control  
Tel: 905-527-7042, Fax: 905-527-7044, Cell: 289-339-7598  
Frank Tracey  
[frank@hamiltonfirecontrol.ca](mailto:frank@hamiltonfirecontrol.ca)

##### **E43.3 Roofing Contractors**

Atlas-Apex Roofing  
65 Disco Road,  
Etobicoke, ON M9W 1M2  
Phone: (416) 421-6244  
Mr. Jim McKillip  
Email: [JMcKillip@atlas-apex.com](mailto:JMcKillip@atlas-apex.com)

**Nortex Roofing**  
40 Bethridge Road,  
Etobicoke, ON M9W 1N1  
Phone: (416) 8047-0967  
Mr. Mark Dovale  
  
Email: [mark@nortexroofing.com](mailto:mark@nortexroofing.com)

**Nedlaw Roofing Ltd.**  
5179 Fountain Street North, A  
Breslau, ON N0B 1M0  
Adam Duke  
Chief Estimator  
(519) 648-2218  
[adam@nedlawroofing.com](mailto:adam@nedlawroofing.com)

**Always Roofing**  
3-23 Creditstone Road,  
Concord, ON L4K 1N4  
Phone: (905) 669-9990  
Mr. Syed Hussain (Estimator)  
Email: [syed@always-roofing.com](mailto:syed@always-roofing.com)

**Flynn Canada Ltd.**  
890 Arvin Avenue,  
Stoney Creek, ON L8E 5Y8  
Phone: (905) 643-9515  
Mr. Joseph Raposo  
Email: [jraposo@flynn.ca](mailto:jraposo@flynn.ca)

**GRRRC Roofing**  
Sean Gill  
240 Beach Road,  
Hamilton, ON L8L 4B2  
(905) 393-7989  
Email: [sean@grrc.ca](mailto:sean@grrc.ca)

**Trio Roofing Systems Inc.**

4 West Drive,  
Brampton, ON L6T 4T2  
Phone: (416)-817-2041  
Email: [paulo@trioroofing.ca](mailto:paulo@trioroofing.ca)

**Semple-Gooder Roofing**

1365 Martin Grove Road  
Toronto, Ontario M9W 4X7  
Phone: (416) 743-5370  
Email: [ccoelho@semplegooder.com](mailto:ccoelho@semplegooder.com)

**Eileen Roofing Inc.**

1825 Wilson Avenue  
North York, Ontario M9M 1A2  
Phone 416-888-8483 / 416-762-1819  
Email: [dee@eileenroofing.com](mailto:dee@eileenroofing.com) or [rui@eileenroofing.com](mailto:rui@eileenroofing.com)

**E43.4 Door Hardware (Automatic Door Operators, Electromagnetic Door Holders, Hands-free Switches/Sensors for Doors , etc.)****Brunet- Goulard Agencies Inc.**

115 Sharer Rd., # 2  
Woodbridge, Ontario L4L 8Z3  
Contact: Cathie Rusnell  
Phone : 647-529-7072  
Email: [crusnell@bgdistribution.ca](mailto:crusnell@bgdistribution.ca)

**E44. Preferred Subcontractors**

The successful bidder may contact and coordinate with the below preferred subcontractors for all documentation, revisions, site walks, and mandatory site meetings.

Sheridan prefers the following subcontractors to provide services as outlined below; however, the successful bidder may choose to select their own subcontractors. All subcontractors must be included on the Bid Form.

**E44.1 Delta Controls Installation**

Ramco Electric  
Tel: 416-887-4411  
Rob Morvillo  
[rmorvillo@ramcoelectric.ca](mailto:rmorvillo@ramcoelectric.ca)

Ainsworth Inc  
Tel: 647- 362-5817  
Mike bullock  
[mike.bullock@ainsworth.com](mailto:mike.bullock@ainsworth.com)

DDC Controls  
Tel: 416-948-2397  
Mike Jossa  
[ddccontrols@bellnet.ca](mailto:ddccontrols@bellnet.ca)

#### **E44.2 Delta Controls Commissioning**

Ainsworth Inc

Tel: 647- 362-5817

Mike bullock

[mike.bullock@ainsworth.com](mailto:mike.bullock@ainsworth.com)

#### **E44.3 Siemens Controls Decommissioning**

Siemens Control

Guy Blackadar

Tel:

[Guy.blackadar@siemens.com](mailto:Guy.blackadar@siemens.com)

905.510.0917

## APPENDIX F – BUSINESS LOCATION VENDOR ATTESTATION

Sheridan College is committed to complying with the legislation and policies of the Province of Ontario wherever possible. As part of this commitment, Sheridan may occasionally need to collect specific information from the suppliers we work with.

One such data point is the classification of your business location. Please review the definitions provided below and determine which classification best describes your company.



IF YES (mark with an "X")	Business Location Definitions
	<p>i. Building Ontario Business Initiatives Act, 2022, S.O. 2022, c. 2, Sched. 2 ("BOBI"), (<a href="https://www.ontario.ca/laws/regulation/r23422">https://www.ontario.ca/laws/regulation/r23422</a>) seeking to identify vendors as an Ontario Business as defined in legislation under Regulation 422/23.</p> <p><i>You mark <b>YES</b> to BOBI if your business <u>either</u>:</i></p> <ul style="list-style-type: none"> <li>• <i>has its headquarters or main office in Ontario, <b>OR</b></i></li> <li>• <i>has at least 250 full-time employees in Ontario at the time of the applicable procurement process.</i></li> </ul>
	<p>ii. Ontario Procurement Restriction Policy <a href="https://www.ontario.ca/page/procurement-restriction-policy#section-1">https://www.ontario.ca/page/procurement-restriction-policy#section-1</a> limiting United States (U.S.) businesses from public sector procurements in Ontario.</p> <p><i>You mark <b>YES</b> to U.S. business if you have <u>both</u>:</i></p> <ul style="list-style-type: none"> <li>• <i>a headquarters or main office located in the U.S., <b>AND</b></i></li> <li>• <i>have fewer than 250 full-time employees in Canada at the time of the applicable procurement process.</i></li> </ul> <p>(Both need to be true to mark <b>YES</b> for U.S. business)</p>

Based on the definitions above, Sheridan would ask that you attest to the following statement:

**I, have the authority to respond to this attestation and therefore bind the organization.**

[Name of Supplier]

Signature: \_\_\_\_\_ Supplier Rep. [Name]: \_\_\_\_\_

Title: \_\_\_\_\_ Email: \_\_\_\_\_

Date: \_\_\_\_\_

Please reach out with any questions to Carol Izzio, Director, Procurement 905-845-9430 x8377 or [Carol.izzio1@sheridancollege.ca](mailto:Carol.izzio1@sheridancollege.ca)

## PPENDIX G - SUBCONTRACTOR QUALIFICATIONS AND EXPERIENCE

Utilize the form to provide information on three (3) projects of similar scope and complexity in an occupied building. Include one (1) Appendix per project referenced.

Please provide a copy of the proposed Project Manager and Site Supervisor resume with your submission.

PROJECT MANAGER ASSIGNED TO THIS PROJECT:
SITE SUPERVISOR ASSIGNED TO THIS PROJECT:

Project Number:	
Project Name:	
Prime Consultant / Lead:	
Project Location:	
Project Scope of Work:	
Project Gross Floor Area:	Date Started / Completed:
Total Contract Value to the Prime Consultant (CDN): \$	Form of Contract / Construction Delivery Method:
Total Construction Value (CDN) Completed: \$	
Project Owner:	
Contact Name:	Title:
Phone:	
Email Address:	
Name of General Contractor:	
Contact Name:	Title:
Phone:	
Email Address:	

## APPENDIX H – SUPPLIER CODE OF CONDUCT

### Introduction

Sheridan College is committed to transparency, accountability, and a strategic approach to procurement and expects suppliers to maintain and continually improve responsible, ethical, and sustainable business practices, operations, and processes, whether deliverables are produced in Canada or elsewhere.

Sheridan College Supplier Code of Conduct (“the Code”), supports our Procurement Policy and sets out the minimum standards for our suppliers and their subcontractors/suppliers to promote ethical business conduct, safe and healthy workplaces, fair labour practices, and social and environmental responsibility.

Sheridan College expects all its suppliers to affirm their compliance with the standards in this Code and ensure the standards are being upheld by any of their subcontractors. Stated compliance with all provisions set out in this Code will proclaim that the supplier is compliant with the core labour conventions of the International Labour Organization (ILO) and other applicable regulations in the countries in which they operate. Suppliers are expected to comply with all applicable laws and regulations of, including those laws relating to labour, worker health and safety, and the environment. Where the provisions of law and the Code address the same issue, the most stringent provision will apply.

***Sheridan College reserves the right to audit suppliers and request additional documentation to ensure compliance with all applicable laws and standards as well as this SCC.***

***Sheridan College reserves the right to discontinue business with suppliers who are not responsive to requests to address concerns around workplace practices and instances of non-compliance with these minimum ethical standards and business conduct for suppliers.***

### Supplier Standards

#### **Employee Treatment, Harassment, and Abuse**

The supplier’s employees shall be treated with respect and dignity and the supplier’s disciplinary policies and procedures shall be clearly defined and communicated to employees before application. There shall be no harsh and inhumane treatment, including any physical, sexual, psychological, verbal harassment or abuse, or corporal punishment; nor is there to be the threat of any such treatment.

#### **Non-Discrimination**

The supplier shall ensure no person is subject to any discrimination in employment, including hiring, compensation, advancement, discipline, termination, or retirement, based on race, color, age, gender, sexual orientation, ethnicity, nationality, disability, place of origin, ancestry, religion, political affiliation, union membership, family status or marital status.

#### **Forced Labor**

There shall be no use of forced labor, including prison labor, indentured labor, bonded labor, or other forms of forced labor. All work shall be voluntary, and workers shall be free to leave upon reasonable notice.

**Child Labor**

No persons shall be employed under the age of 15 or younger than the age for completing compulsory education in the country of manufacture, whichever is higher. Workers under the age of 18 shall not perform work that is likely to jeopardize the health or safety of young workers.

**Health and Safety**

The supplier shall provide a safe and healthy working environment to prevent accidents and injury to health arising out of, or linked with, or occurring in the course of work or because of the operation of the supplier's facilities. Workers must have health and safety training, access to clean washroom facilities, and potable water.

**Freedom of Association and Collective Bargaining**

The supplier shall recognize and respect the right of employees to freedom of association and collective bargaining. Workers and employers shall have the right to establish and join labor organizations of their own choosing and elect their representatives, for the purpose of furthering and defending the interests of workers or of employers.

**Wages and Benefits**

The supplier shall pay all employees at least the minimum wage or the appropriate prevailing wage in its country of origin, whichever is higher, comply with all legal requirements on wages, and provide any benefits required by law or contract. Deductions from wages as a disciplinary manner shall not be permitted and payment shall occur in a timely manner with pay stub or similar documentation.

**Hours of Work**

The supplier shall not require workers to work more than the regular and overtime hours allowed by the law of the country where the workers are employed. The regular work week shall not exceed 48 hours. Employers shall allow workers at least 24 consecutive hours of rest in every seven-day period.

**Overtime Compensation**

Every worker has a right to compensation for a regular work week that is sufficient to meet the worker's basic needs and provide some discretionary income. The supplier shall be compensated for overtime hours at such premium rate as is legally required in the country of manufacture or, in those countries where such laws do not exist, at a rate at least equal to their regular hourly compensation rate.

**Anti-Corruption Business Practices and Bribery**

The supplier will not, directly, or indirectly, pay, give, offer, or promise anything of value to any local or foreign government official (or to any person for the benefit of a government official) for the purpose of corruptly causing the government official to improperly act or use his or her influence in obtaining or retaining any business or securing any improper advantage for the College or the Supplier.

**Environmental Responsibility**

The supplier shall take responsibility to reduce the environmental impact of their products and services as well as their overall operations or 'in-house' practices. Suppliers must not violate any national or provincial environmental regulations. Suppliers should be adopting responsible measures to mitigate negative environmental impacts.

**Supplier Compliance**

**Subcontractors and Sources**

The College requires all supplier subcontractors, manufacturers, or sources of goods to comply with all of the same policies stated in the College's Code. All subcontractors and suppliers are required to comply with all applicable and national laws. Direct suppliers must monitor the subcontractors, manufacturers, or sources of goods for meeting or exceeding the Code and supply chains are expected to be transparent and traceable.

**Informed Workers**

The Supplier shall ensure that employees are educated in the contents of this Code using the language(s) of the employees.

**Transparency**

The Suppliers shall cooperate and engage regularly to actively mitigate negative impacts from operations and resolve findings that may affect the lives of workers, the environment, or the surrounding communities. Suppliers shall not use unauthorized subcontracting or homework, and Suppliers must provide access to the College to fully cooperate with any audits or investigations.

**Effective Grievance Mechanism**

The Supplier shall implement procedures that allow employees to raise and address workplace grievances confidentially, anonymously, and/or directly, without fear of reprisal or retaliation. The procedure shall be clearly communicated to all employees. Suppliers must promptly respond to employees' concerns.

**Implementation**

The College expects all its suppliers to respect its Supplier Code of Conduct and to actively do their utmost to achieve the College's standards. The College believes in cooperation and is willing to work with its suppliers to improve performance where necessary. The College may require that suppliers provide details on factory and production facility locations of suppliers and subcontractors and may make this information publicly available (i.e. annual reports, website postings, etc.). The College reserves the right to ask for proof of compliance with all applicable labor, health, safety, and environmental laws, and may inspect working conditions, at any time (or request independent verification of compliance). Suppliers must maintain current and sufficiently detailed records to substantiate their compliance and the College may ask that they are independently verified at the supplier's expense.

**Signatures**

The College will require all contracted suppliers to sign the Supplier Code of Conduct to commit to the provisions contained herein and acknowledge that they have read and understood, and agree to abide by, all of the standards and compliance set out in the Supplier Code of Conduct above.

**Signatories**

The person signing the Appendix B – Declaration Form, certifies that they are a duly authorized representative of the supplier with the authority to sign this acknowledgment and commit the supplier to the provisions contained herein and (ii) on behalf of the supplier and without personal liability, acknowledges and agrees that the supplier has read and understood, and agrees to abide by, all of the standards set out in the Supplier Code of Conduct above.