



To: INVITED BIDDERS

02 JUNE 2026

From: TENDER ADMINISTRATOR

Subject: **UNIVERSITY OF TORONTO
DENTISTRY CLINIC 2
124 EDWARD ST.
TORONTO, ONTARIO M5G 2L3**

UNIVERSITY PROJECT NUMBER: P065-21-050

Bids have been called for the above project from the following Contractors:

**Ball Construction
Century Group Inc
Chandos
Harbridge + Cross Ltd
MJ Dixon Construction**

Call for Bids: 02 JUNE 2026

Site Tour: Mandatory for Invited Contractors.

**10 JUNE 2026, ON SITE AT 10:00 AM SHARP (EDST) in the
building's main lobby at 101 Elm St.**

By attending, bidders agree to strictly follow the Project
Manager's instructions regarding site protocol.

If you require an accommodation due to a disability please contact the meeting organizer prior to the meeting date. We will work with you to make appropriate arrangements. Scented products can trigger serious health reactions in people with asthma, migraines, allergies or chemical sensitivities. Please avoid the use of perfume, cologne, scented hairspray, and other scented products. The University of Toronto is a Smoke-Free workplace.

**Bid Closing: 07 JULY 2026 at 02:00:00 PM (EDST). Late Bids will not be
accepted.**

All queries and requests for information during the bidding process should be directed to the Tender Administrator through Biddingo's question and answer function.



Bid security in the form of a digital Bid Bond and equal to 10% of the Bid Price is required.

FOR BID SUBMISSIONS OVER \$500,000, the following must also be included:

A digital agreement to Bond for 50% Performance Bond and
50% Labour and Material Bond

Availability of Tender Documents:

The Tender Documents shall only be available to Bidders for viewing, downloading, and (if desired) printing, as electronic documents through Biddingo.

To ensure receipt of the latest information and updates regarding this Tender, or if a prospective Bidder has obtained this solicitation document from a third party, all Bidders must create and register as a plan taker for the opportunity at Biddingo.com. As a registered plan taker, the Bidder will be able to view and download the Tender Documents, to receive Addenda, email notifications, and to submit their Bid electronically through Biddingo.

It is the Bidder's responsibility to access, download, and become familiar with all applicable Tender Documents.

Users must be in compliance with the following criteria:

1. they have subscribed to Biddingo.com
2. they are listed by the University of Toronto (U of T) as a pre-qualified Contractor.

If Bidders encounter any issues with Biddingo, including subscription, logon and procedural issues or questions, Bidders should contact Biddingo Customer Service at:

Telephone: (416) 756-0955
E-mail: info@biddingo.com

For all questions regarding the University of Toronto tender process, please contact the University of Toronto's Tender Administrator through Biddingo's question and answer function.

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LIST OF CONSULTANTS: SECTION 00 01 05

1.0 LIST OF CONSULTANTS

The Consultants who have prepared drawings (the "Drawings") and/or specifications (the "Specifications") and reports for the Work of the Contract are listed below. The Bidders shall not communicate with or contact the Consultants regarding this Tender.

1.1 ARCHITECT OF RECORD:

Montgomery Sisam Architects Inc.

1.2 DESIGN ARCHITECT:

Kahler Slater Inc.

1.3 MECHANICAL ENGINEER:

Exp Services Inc.

1.4 ELECTRICAL ENGINEER:

Exp Services Inc.

1.5 STRUCTURAL ENGINEER:

Entuitive

1.6 COST CONSULTANT:

Turner & Townsend

1.7 VERTICAL TRANSPORTATION ENGINEER:

Soberman Engineering Inc.

1.8 DESIGNATED SUBSTANCES CONSULTANT:

University of Toronto Hazardous Materials Group

1.9 CONSTRUCTION LOGISTICS CONSULTANT:

Oktus

1.10 ACOUSTICAL CONSULTANT:

Thornton Tomasetti

1.11 ENVIRONMENTAL CONSULTANT:

O2e

1.12 BUILDING CODE CONSULTANT:

LRI

1.13 COMMISSIONING CONSULTANT:

WSP

END OF SECTION 00 01 05

LIST OF DRAWINGS: SECTION 00 01 15**1.0 THE DRAWINGS**

The Drawings forming part of the Contract Documents for DENTISTRY CLINIC 2, 124 EDWARD ST., TORONTO, Ontario are those listed on Drawing No. A0001, E-001, FP-01, M0-01 and S0000 dated 29 May 2026.

END OF SECTION 00 01 15

INSTRUCTIONS TO BIDDERS: SECTION 00 21 13

1.0 DEFINITIONS

- 1.1 For the purposes of this Section 00 21 13, Instructions to Bidders, all capitalized terms shall have the meaning given to them in the Contract, unless otherwise defined herein:
- 1.2 **"Addenda"** or **"Addendum"** means a written change, addition, alteration, correction or revision to the Tender Documents issued by the Owner.
- 1.3 **"Bid"** means the response of a Bidder to this Tender.
- 1.4 **"Bidder"** means any individual, sole proprietorship, joint venture, partnership or corporation which is invited to and participates in this Tender by submitting a Bid.
- 1.5 **"Bid Bond"** has the meaning given under section 13.1.
- 1.6 **"Bid Form"** means the form provided at Section 00 41 13.
- 1.7 **"Conflict of Interest"** means a situation in which financial or other personal considerations have the potential to compromise or bias professional judgment and objectivity. An apparent conflict of interest is one in which a reasonable person would think that the professional's judgment is likely to be compromised.
- 1.8 **"Contract"** means the Canadian Construction Documents Committee, Standard Construction Document CCDC2, 2020 Stipulated Price Contract and Section 00 73 00, Amendments to CCDC 2 2020 Supplementary Conditions, including all schedules and appendices thereto.
- 1.9 **"Deadline for Questions"** means the deadline for the submission of questions by Bidders as stipulated in the Tender Schedule under Section 5.1.
- 1.10 **"Deadline for Issuing Addenda"** means the deadline for the Owner to issue Addenda under this Tender as stipulated in the Tender Schedule under Section 5.1.
- 1.11 **"Irrevocability Period"** has the meaning given under Section 19.1.
- 1.12 **"Procurement Form Supplements"** means the form provided at Section 00 43 00.
- 1.13 **"OHSA"** has the meaning given under Section 7.7.
- 1.14 **"Owner"** refers to The Governing Council of the University of Toronto.
- 1.15 **"Submission Deadline"** means the deadline for submission of Bids stipulated in the Tender Schedule under Section 5.1.
- 1.16 **"Tender"** means this tender call for **[DENTISTRY CLINIC 2 & P065-21-050]** issued on **[02 JUNE 2026]**.
- 1.17 **"Tender Documents"** has the meaning given under Section 3.1.

2.0 BID CONTRACT

- 2.1 The Owner is soliciting bids from qualified general contractors to carry out the project at 124 EDWARD ST., TORONTO. Each Bidder acknowledges that, by submitting a compliant Bid:

- 2.1.1 the Bidder has accepted an offer by the Owner to enter into a “bid contract” for the evaluation of Bids and the award of the Contract, if an award is made; and
- 2.1.2 the terms of the “bid contract” are represented by the Tender Documents described in Section 3.1.

3.0 TENDER DOCUMENTS

- 3.1 The following documents and Sections shall form the basis of this Tender and shall be examined by the Bidders (“**Tender Documents**”):
 - 1. Introductory Information inclusive of Section 00 01 05
 - 2. Drawings as indicated on Section 00 01 15
 - 3. Section 00 21 13, Instructions to Bidders
 - 4. Section 00 31 00, Available Project Information
 - 5. Section 00 41 13, Bid Form
 - 6. Section 00 43 00, Procurement Form Supplements (when requested)
 - 7. Section 00 65 36, Reference Warranty Form
 - 8. Section 00 73 00, Amendments to CCDC 2 2020 Supplementary Conditions Revision, including all appendices and schedules attached thereto.
 - 9. Section 00 91 00 Revisions - List of Addenda as issued prior to the Submission Deadline
 - 10. Section 00 91 XX Individual series of Addenda as issued prior to the Submission Deadline
 - 11. Specification Sections of Division 01 to 48 inclusive
 - 12. Canadian Construction Documents Committee, Standard Construction Document CCDC2, CCDC 2 2020 Stipulated Price Contract (Not Bound in The Specification).
- 3.2 Bidders must carefully examine the Tender Documents and any other information available to Bidders thoroughly to ensure that the Bidder has no reason to believe that there are uncertainties, errors, omissions, discrepancies, or ambiguities in the Tender Documents. Bidders shall notify the Tender Administrator of any uncertainties, errors, ambiguities, discrepancies, or omissions in the Tender Documents, in accordance with Section 5.0. If a Bidder has any doubt as to the meaning or intent of any part, or if a Bidder notices any departures from by-laws, codes or good practice, the Bidder shall be responsible for notifying the Tender Administrator. Each Bidder is solely responsible for conducting its own investigations and due diligence in preparing its Bid, and to raise questions or seek clarifications in accordance with Section 5.0, including any questions or clarifications from the Bidders’ anticipated Subcontractors.

4.0 AVAILABILITY OF TENDER DOCUMENTS

- 4.1 The Tender Documents shall only be available to Bidders for viewing, downloading, and (if desired) printing, as electronic documents through Biddingo.

To ensure receipt of the latest information and updates regarding this Tender, or if a prospective Bidder has obtained this solicitation document from a third party, all Bidders must create and register as a plan taker for the opportunity at Biddingo.com. As a registered plan taker, the Bidder will be able to view and download the Tender Documents, to receive Addenda, email notifications, and to submit their Bid electronically through Biddingo.

It is the Bidder’s responsibility to access, download, and become familiar with all applicable Tender Documents and the Biddingo platform.

Users must be in compliance with the following criteria:

- 1. they have subscribed to Biddingo.com

2. they are listed by the University of Toronto (U of T) as a pre-qualified Contractor

If Bidders encounter any issues or have questions in respect of Biddingo, including registration and subscribing, logging in, connectivity, or any other technical or procedural issues, Bidders should contact Biddingo Customer Service at:

Telephone: (416) 756-0955

E-mail: info@biddingo.com

5.0 TENDER AND PROJECT SCHEDULE

5.1 The Tender and Project processes are expected to take place according to the following schedule:

Issue Tender -	02 JUNE 2026
Mandatory Site Visit	10 JUNE 2026 at 10:00 AM ET
Deadline for Questions	23 JUNE 2026 at 2:00:00 PM ET
Deadline for responses to questions	26 JUNE 2026
Deadline for Issuing Addenda	26 JUNE 2026
(except Addenda related to timetable changes)	
Submission Deadline -	07 JULY 2026 at 2:00:00 PM ET
Award	20 JULY 2026
Occupancy	31 MARCH 2028
Substantial Performance of the Work	31 MARCH 2028
Ready-for-Takeover	28 APRIL 2028

The Tender process schedule is tentative only and may be changed by the Owner at any time, including without limitation after the Deadline for Issuing Addenda. If amended after the Deadline for Issuing Addenda, the Owner shall extend the Submission Deadline for a reasonable amount of time to be determined by the Owner in its sole discretion. The date for Substantial Performance of the Work is fixed. All times shall be local (EST).

6.0 COMMUNICATIONS AFTER THE ISSUANCE OF THE TENDER

- 6.1 Bidders and their representatives are not permitted to contact any employees, officers, agents, elected or appointed officials, or other representatives of the Owner, other than the Tender Administrator, concerning matters regarding this Tender. Failure to adhere to this rule may, in the Owner's sole discretion, result in the disqualification of the Bidder and the rejection of the Bidder's Bid.
- 6.2 Bidders should promptly examine all the electronic files and documents, comprising this Tender, including all Tender Documents, and may direct questions or seek additional information from the Tender Administrator via Biddingo's question and answer function on or before the Deadline for Questions. All questions or comments submitted by Bidders through Biddingo's question and answer function shall be deemed to be received once the question has been entered into Biddingo. An on-screen confirmation message may appear in Biddingo once the question has been received. If a system-generated confirmation is not received by the Bidder confirming that its question(s) have been received by Biddingo, the Bidder should contact Biddingo directly via telephone at (416) 756-0955, or email to info@biddingo.com.
- 6.3 All questions received through Biddingo will be reviewed and, if the Owner believes, in its sole discretion, that a response is warranted, the Owner will include the question and the answer in an Addendum in accordance with Section 23.0.
- 6.4 If the Owner elects to respond to a question, in setting out the question and providing a response, the Owner may answer similar questions from different Bidders only once, may edit the questions for

clarity, and may ignore some or all of a questions which, in the Owner's sole discretion, are obscure, ambiguous, or unclear. Responses to questions submitted through Biddingo will be available to Bidders through an Addenda posted to Biddingo no less than 48 hours (excluding weekends and holidays) before the Submission Deadline.

- 6.5 The Owner will not respond to questions submitted after the Deadline for Questions.
- 6.6 Unless this Tender provides otherwise, no communications are to be directed to anyone at the Owner (except the Tender Administrator) or by any other means than submission through Biddingo. The Owner shall not be responsible for any information provided directly to Bidders by Biddingo.
- 6.7 The Owner is not responsible or liable for any misunderstanding by a Bidder regardless of the source of such misunderstanding.

7.0 EXAMINATION OF THE PLACE OF THE WORK (SITE)

- 7.1 Each Bidder is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence or to perform any other investigations considered necessary by the Bidder to satisfy itself as to all existing conditions, circumstances and limitations effecting the Work, including the existence and/or locations of utilities and underground services. The Bidder's obligations described in this paragraph apply irrespective of any reports, data or other information contained in the Tender Documents. A mandatory site visit for invited Bidders will be held **on 10 JUNE 2026 at 10:00 AM SHARP (EDST)**.
- 7.2 **Invited Bidders should meet in the building's main lobby at 101 Elm St. Please confirm your intent to attend the mandatory site visit via email to the Tender Administrator using the Subject Heading – " P065-21-050 DENTISTRY CLINIC 2 – Mandatory Site Visit" to the Tender Administrator, (capprojsuppliers@utoronto.ca) before 12:00 pm on 09 JUNE 2026. A hard hat and certified safety boots are required to review existing utilities spaces.**
- 7.3 If a Bidder requires an accommodation due to a disability please contact the Tender Administrator prior to the meeting date. The Tender Administrator will work with the Bidder to make appropriate arrangements. Scented products can trigger serious health reactions in people with asthma, migraines, allergies or chemical sensitivities. We ask that all Bidders attending the mandatory site visit to please avoid the use of perfume, cologne, scented hairspray, and other scented products. The University of Toronto is a Smoke-Free workplace.
- 7.4 Bidders are invited to bring their subcontractors to accompany them at the mandatory site meeting.
- 7.5 The term "designated substances" has the meaning given it in the Occupational Health and Safety Act (Ontario) ("**OHS** "). A list of designated substances, present at the Place of the Work, will be provided to Bidders by the Owner and/or the Consultant. In the event that Asbestos Containing Material (ACM) is included in the list, the Owner and/or the Consultant will also provide a report indicating the condition and location of any ACM that may be present at the Place of the Work. Unless the Work of the Contract is intended to handle and remove ACM, in carrying out the Work under the Contract, Bidders shall ensure they do not handle, deal with, disturb or remove any designated substance identified in the list or indicated in the report respecting any ACM. Should a Bidder determine, prior to the Submission Deadline, that the Work cannot be completed without handling, dealing with, disturbing or removing any designated substance identified in either the list or the report, it shall immediately notify the Owner and the Consultant in writing so that, if necessary, instructions and/or clarifications may be issued in the form of an Addendum to all Bidders.

8.0 FILLING OUT THE BID FORM

- 8.1 Bidders shall fill out the Bid Form and upload it, for submission, to the Owner via Biddingo. Use the Bid Form supplied. Give all information requested. If in doubt as to how to complete any section of it, contact the Tender Administrator in accordance with Section 5.0.
- 8.2 Bidders shall provide the names of the Subcontractors and Suppliers that the Bidder shall employ for parts of the Work as listed in the Bid Form. Subcontractors and Suppliers named are subject to acceptance by the Owner. The successful Bidder may not change or substitute the named Subcontractors and Suppliers without the Owner's written consent. Failure to list Subcontractors and Suppliers where required, or the listing of more than one Subcontractor to perform an item of Work listed may result in the Bid being declared incomplete pursuant to Section 20.3. Where a Bidder lists "own forces" in place of the Subcontractors and Suppliers, the Bidder shall carry out such item of the Work with its own forces. Where "own forces" have been listed by a Bidder, the Owner reserves the right to obtain information from the Bidder and from third parties respecting the qualifications and experience of the Bidder's "own forces" for such item of the Work. If the Owner, acting reasonably, determines that the Bidder's "own forces" are not sufficiently qualified or sufficiently experienced to undertake such item of the Work, the Owner may reject the Bid.
- 8.3 Bidders shall fill in the Alternate Prices, Separate Prices, Mechanical Prices, Electrical Prices, and any other requested rate or pricing information and personnel information as listed in the Bid Form. All rates and prices are subject to acceptance by the Owner. Failure to submit any of the requested information in the Bid Form may result in the Bid being ruled incomplete pursuant to 21.3.
- 8.4 Bidders **shall** sign the Bid Form electronically as follows:
- 8.4.1 If the Bidder is a sole proprietorship, then the sole proprietor shall digitally sign the Bid Form in the place provided, in the presence of a witness, who shall also sign the Bid Form in the place provided. The Bidder shall insert the words "Sole Proprietor" on the Bid Form under the signature.
- 8.4.2 If the Bidder is a partnership, then one (1) of the partner shall digitally sign the Bid Form in the place provided, in the presence of a witness, who shall also sign the Bid Form in the place provided. The Bidder shall insert the words "Partner" on the Bid Form under the signature.
- 8.4.3 If the Bidder is a corporation, then an authorized signatory shall digitally sign the Bid Form in the place provided, in the presence of a witness, who shall also sign the Bid Form in the place provided. The Bidder shall insert the title or position of the duly authorized signatory on the Bid Form in the place provided.
- 8.5 The Owner and Bidder consent and agree to the use of electronic signatures pursuant to the *Electronic Commerce Act 2000*, SO 2000, c. 17 as amended from time to time with respect to the Bid Form and any other documents required to be signed and submitted to the Owner as part of the Bidder's Bid.

9.0 CONSTRUCTION PERSONNEL INFORMATION

- 9.1 Bidders shall submit, together with its Bid Form, the resumes and/or curriculum vitae of the Bidder's project manager, construction superintendent and safety coordinator that shall perform the Work of this Contract.
- 9.2 The resumes and/or curriculum vitae of the Bidder's project manager, construction superintendent and safety coordinator shall clearly indicate if they have asbestos training requirements and to which level of training. Bidders shall submit copies of training certificates where requested by the Owner.

- 9.3 Construction personnel information shall be clearly typed and formatted to present vital information in a logical sequence, with the Bidder's name prominently shown.

10.0 PREQUALIFIED ASBESTOS ABATEMENT SUBCONTRACTORS

- 10.1 To expedite the Work, the Owner maintains a list of prequalified Asbestos Abatement Subcontractors. Only those Asbestos Abatement Subcontractors prequalified by the Owner to perform parts of the Work shall be retained by the successful Bidder.
- 10.2 Bidders shall select from the prequalified Asbestos Abatement Subcontractor list (provided below) the Asbestos Abatement Subcontractor it will retain, and insert this information into the Bid Form. The subcontractor listed in the Bidder's Bid Form must be retained by the successful Bidder to perform the applicable portion(s) of the Work.
- 10.3 The prequalified Asbestos Abatement Subcontractors are as follows:
- Biggs & Narciso Construction Services Inc
 - Dewar Industrial Services Inc.
 - Envirosafe Inc.
 - I & I Construction Services Ltd.
 - Inflector Environmental Services LP.
 - JMX Environmental Inc.
 - Lions Group Inc.
 - QM LP dba QM Environmental
 - Tri-Phase Group Inc.

11.0 PREQUALIFIED ROOFING SUBCONTRACTORS

- 11.1 **Dean Chandler** holds the active warranty for this roof and must perform applicable portion(s) of the Work. Only the Roofing Subcontractor who holds the active warranty shall be retained by the successful Bidder.
- 11.2 Bidders shall select the roofing subcontractor noted above and insert this information into the Bid Form. The Subcontractor listed in the Bidder's Bid Form must be retained by the successful Bidder to perform the applicable portion(s) of the Work.

12.0 PROCUREMENT FORM SUPPLEMENTS

- 12.1 Additional information may be requested by the Owner prior to Contract award. Bidders, when requested, will fill out the Procurement Form Supplements, which must be completed and submitted to the Owner within 48 hours of receipt of the request from the Owner.
- 12.2 Bidders shall provide the names of the Subcontractors and Suppliers that the Bidder shall employ for parts of the Work as listed in the Procurement Form Supplements. Subcontractors and Suppliers named are subject to acceptance by the Owner. The successful Bidder may not change or substitute the named Subcontractors and Suppliers without the Owner's written consent. Failure to list Subcontractors and Suppliers where required, or the listing of more than one Subcontractor to perform an item of Work listed may result in the Bid being declared incomplete pursuant to Section 20.3. Where a Bidder lists "own forces" in place of the Subcontractors and Suppliers, the Bidder shall carry out such item of the Work with its own forces. Where "own forces" have been listed by a Bidder, the Owner reserves the right to obtain information from the Bidder and from third parties respecting the qualifications and experience of the Bidder's "own forces" for such item of the Work. If the Owner,

acting reasonably, determines that the Bidder's "own forces" are not sufficiently qualified or sufficiently experienced to undertake such item of the Work, the Owner may reject the Bid.

12.3 Bidders **shall** sign the Procurement Form Supplements electronically in accordance with Section 8.4.

13.0 BID SECURITY (Bid Bond)

- 13.1 Bidders must submit with their Bid Form, bid security in the form of a digital unconditional **Bid Bond** (the "**Bid Bond**") in an amount equal to 10% of the Contract Price, made payable to the "The Governing Council of the University of Toronto", by a surety licensed to conduct surety and insurance business in Canada.
- 13.2 The Bid Bond shall be available to the Owner to assist in protecting itself against loss arising from any act or omission by the Bidder inconsistent with the Owner's right to accept the Bid during the Irrevocability Period including the failure by the Bidder to furnish to the Owner the Performance Bond in accordance with Section 21.6.
- 13.3 Bidders **must** submit the digital Bid Bond (a photocopy, scanned copy and/or a facsimile copy of the Bid Bond shall **not** be acceptable to the Owner), which must meet the following criteria:
- 13.3.1 The Bid Bond submitted by the Bidder must be verifiable by the Owner with respect to the totality and wholeness of the Bid Bond form, including: the content; all digital signatures; all digital seals; with the Surety Company, or an approved verification service provider of the Surety Company;
 - 13.3.2 The Bid Bond submitted must be viewable, printable and storable in standard electronic file formats acceptable to the Owner, and in a single file. Allowable format includes pdf;
 - 13.3.3 The verification may be conducted by the Owner immediately or at any time during the life of the Bid Bond and at the discretion of the Owner with no requirement for passwords or fees; and
 - 13.3.4 The results of the verification must provide a clear, immediate and printable indication of pass or fail regarding Section 13.3.1 above. Bid Bonds failing the verification process will not be considered to be valid, and the bid shall be rejected. Bid Bonds passing the verification process will be treated as original and authentic.
- 13.4 Bidders shall include the cost of the digital Bid Bond in the Contract Price.
- 13.5 Bidders may obtain information regarding e-bonding from the Surety Association of Canada's website: <https://www.suretycanada.com/>
- 13.6 The Bid Bond shall be issued by a Surety Company licensed to carry on business in Ontario. Bid Bonds must be irrevocable and open for bid acceptance for the period of time provided therefore in the Bid Form.
- 13.7 Bid Bonds of Bidders other than the successful Bidder, shall be returned (by electronic means permitted by Biddingo) after the expiration of the Irrevocability Period.
- 13.8 The Bid Bond of the successful Bidder shall be returned (by electronic means permitted by Biddingo) provided the Bidder executes the Contract and fulfills the requirements specified in the Letter of Award.

14.0 AGREEMENT TO PROVIDE PERFORMANCE BOND (Contract Bond)

- 14.1 For Bids over \$500,000, submit with the digital Bid Form a copy of a digital unconditional agreement to bond issued by a Surety Company licensed to conduct surety and insurance business in Canada proposed by the Bidder, that such Surety Company will execute a form of Performance Bond (Contract Bond) acceptable to the Owner and compliant with the Construction Act in an amount equal to 50% of the Contract Price arising from the acceptance of the Bid, the terms of such agreement permitting the Bidder to call for such from the date of closing of Bids. Bidders **must** submit the digital Agreement to Bond, as a photocopy and/or a facsimile copy of the Agreement to Bond shall **not** be acceptable to the Owner. Bidders shall include the cost of the Performance Bond in the Contract Price.

15.0 AGREEMENT TO PROVIDE LABOUR AND MATERIAL BOND (Contract Bond)

- 15.1 For Bids over \$500,000, submit with the digital Bid Form a copy of a digital unconditional agreement to bond issued by a Surety Company licensed to conduct surety and insurance business in Canada proposed by the Bidder, that such Surety Company will execute a form of Labour and Material Payment Bond (Contract Bond) acceptable to the Owner and compliant with the Construction Act in an amount equal to 50% of the Contract Price arising from the acceptance of the Bid, the terms of such agreement permitting the Bidder to call for such from the date of closing of Bids. Bidders **must** submit the digital Agreement to Bond, as a photocopy and/or a facsimile copy of the Agreement to Bond shall **not** be acceptable to the Owner. Bidders shall include the cost of the Labour and Material Payment Bond in the Contract Price.

16.0 TAXES

- 16.1 Include in the Bid price, all applicable Taxes: Customs Duties, Excise Taxes, Brokerage Fees; but excluding Harmonized Sales Tax (HST).
- 16.2 All defined terms in the Contract apply herein. The University instructs all bidders to price the Work without contingency for any anticipated tariffs. In accordance with the GC 10 Taxes and Duties of the CCDC contracts (2, 5B, and 14) the successful bidder may seek an increase or decrease in the Contract Price under GC 6.6 – Claims for a Change in Contract Price in the event that a tariff is applied after the closing date. Subject to the University's approval, University will pay for tariffs upon its receipt of satisfactory written documentation evidencing the payment of the tariffs and that the bidder(s) has mitigated the impact of the tariff. For example, a mitigation strategy may indicate the use of a lower cost substitute, as approved in writing by the Consultant and/or University, where applicable, and that meets the requirements of the Contract Documents.
- 16.3 The University requires the lowest price bidder or their alternate to provide the University with a tariff mitigation strategy that lists the Products the bidder anticipates may be subject to future tariffs, as well as the potential impact of the tariff on the Contract Price and Contract Time, and the strategies that the bidder intends to apply in order to mitigate the impact of the tariffs on the Contract Price and Contract Time.

17.0 DELIVERY OF BID FORM AND SUBMISSION DEADLINE

- 17.1 Bidders must submit original digital files (PDF format) of the Bid Form through Biddingo by or before the Submission Deadline. Bids received after the Submission Deadline shall not be considered by the Owner.
- 17.2 Bids delivered orally, hand delivered in-person, by telegraph, by telephone proposals, facsimile and/or email will **not** be accepted by the Owner.
- 17.3 Bidders are cautioned that the timing of their Bid submission is based on when the Bid is received and electronically time and date stamped by Biddingo, and not when a Bidder commences submission transmission, as transmission can be delayed due to file transfer size, transmission speed, or other technical factors. For these reasons, the Owner recommends that Bidders allow

sufficient time to upload their Bids and attachments (if applicable) and to resolve any issues that may arise in advance of the Submission Deadline. The official passing of the Submission Deadline shall be determined by the Biddingo system web clock.

- 17.4 Bidders should receive a system-generated confirmation email from Biddingo advising when the Bid has been successful received by Biddingo. If a confirmation email is not received, the Bidder should contact Biddingo technical support immediately via telephone at (416) 756-0955, or email to info@biddingo.com. It is the Bidder's responsibility to ensure that the Bid has been received by Biddingo.

18.0 BID WITHDRAWAL AND AMENDMENT

- 18.1 Bidders may withdraw their Bids prior and up until the Submission Deadline. Following the Submission Deadline, no Bids may be withdrawn. The Bidder is solely responsible for ensuring its Bid is withdrawn prior to the Submission Deadline through Biddingo.
- 18.2 Bidders may amend their Bids prior and up and until the Submission Deadline. Notwithstanding the Owner's right to seek clarification or further information pursuant to Section 22.0, following the Submission Deadline, no Bidder shall be permitted to amend its Bid.

19.0 IRREVOCABILITY PERIOD

- 19.1 All Bids shall be irrevocable for 60 days from the Submission Deadline (the "**Irrevocability Period**") and may not be withdrawn or amended, other than non-substantive amendments arising from clarifications provided in accordance with this Tender. The Irrevocability Period shall terminate at 11:59 PM EST of the 60th day following the Submission Deadline. If the 60th day falls on a statutory holiday, the 60th day shall be deemed to be the next business day.
- 19.2 After the Submission Deadline, the Owner, in its sole discretion, may extend the irrevocability period unilaterally by an additional thirty (30) days by issuing a written Addendum to that effect to each of the Bidders which submitted a compliant Bid.

20.0 COMPLIANCE WITH THE BID CONTRACT

- 20.1 Bids **shall** be declared **non-compliant** and be rejected by the Owner if any of the following occur:
- 20.1.1 A Bid is received after the Submission Deadline.
- 20.1.2 If the Bidder does not complete the Bid Form.
- 20.1.3 If the blank spaces on the Bid Form for the following are not completed correctly:
- 20.1.3.1 Bidder's name (2 locations).
- 20.1.3.2 Number of Addenda included in the Bid.
- 20.1.3.3 Contract Price.
- 20.1.4 If the Bid is not accompanied by the digital Bid Bond as specified herein.
- 20.1.5 If the Bid is not accompanied by the digital Agreement to Bond as specified herein.
- 20.1.6 If the digital Bid Bond and/or the digital Agreement to Bond has the wrong project name/information or the digital Bid Bond or the digital Agreement to Bond is not executed by the surety or by its authorized agent.

- 20.1.7 If the Bidder does not attend the mandatory site visit.
- 20.2 Bids **may** be declared **non-compliant** and may be rejected at the Owner's discretion if any of the following occur:
- 20.2.1 If the Bidder qualifies the Bid and/or adds conditions to the Bid by modifying the Bid Form or a Procurement Form Supplement (if any) and/or adding an appendix to the Bid Form or a Procurement Form Supplement (if any).
- 20.2.2 If the Bidder, upon request by the Owner, fails to provide a completed Procurement Form Supplement within 48 hours in accordance with Section 12.0.
- 20.2.3 If the Bidder submits a Bid Form or Procurement Form Supplement after the Submission Date to amend a prior Bid Form or Procurement Form Supplement that the Bidder has already submitted.
- 20.3 Bids **may** be declared **incomplete** and, at the Owner's discretion, the Owner may request that said Bidder(s) provide the required information within 48 hours if any of the following occur:
- 20.3.1 If the Bid contains minor irregularities including, but not limited to the following in respect of the Bid Form and any Bid Form Supplement:
- 20.3.1.1 Minor clerical errors.
- 20.3.1.2 Isolated pages of the Bid Form which are missing but in the opinion of the Owner would not directly affect the Bid submitted.
- 20.3.1.3 Uninitialed changes on the Bid Form amended by over-writing but not initialed by the Bidder.
- 20.3.1.4 Mathematical errors on the Bid Form which are not consistent with the Contract Price, provided that any correction does not change the Contract Price offered in the Bid Form.
- 20.3.2 If the Bidder fills in the blank spaces on the Bid Form using the terms "N/A" (not applicable), "N/A" (not available) or "NIL" (0), or "---" (intentionally left blank), except where appropriate.
- 20.3.3 If the Bidder fails to submit the List of Subcontractors completed as specified in the Bid Form.
- 20.3.4 If the Bidder fails to submit the Alternate or Separate Prices completed as specified in the Bid Form.
- 20.3.5 If the Bidder fails to submit the Mechanical Pricing completed as specified in the Bid Form.
- 20.3.6 If the Bidder fails to submit the Electrical Pricing completed as specified in the Bid Form.
- 20.3.7 If the Bidder fails to submit Construction Personnel Information with the Bid Form as specified in Section 9.0.
- 20.3.8 If the Bidder fails to submit Itemized Prices, Unit Prices, or Subcontractors/Suppliers/Manufacturers in the Procurement Form Supplements as specified in Section 12.0.

21.0 EVALUATION OF BIDS AND ACCEPTANCE OF A BID

- 21.1 The Owner reserves the right, in its sole discretion, to reject or waive minor errors and non-compliance contained in a Bid without having to disqualify a Bidder. For the purposes of this Section 21.1, minor errors and matters of non-compliance are those which do not have the effect of creating an advantage of one Bid over the another, but may be merely a matter of form.
- 21.2 The Owner intends to award the Contract, if there is an award, to the Bidder which submits a compliant Bid which provides the best value to the Owner based on the proposed Contract Price for the base Bid, or the base Bid as adjusted by any Alternative Price(s) that the Owner elects to accept in its sole discretion.
- 21.3 In the event of a tie following evaluation of Bids by the Owner, the Contract will be awarded, if an award is made, on the basis of the most advantageous time schedule where the date for Substantial Performance of the Work is not specified in the Tender Documents. If the tie is still unresolved, the Owner will determine the successful Bidder by a single coin toss performed in the presence of the tied Bidders.
- 21.4 Should the Owner receive no compliant Bids, the Owner, in its discretion, may re-tender all or any part of the Project, or may negotiate a contract for the whole or any part of the Project with any of the Bidders who submitted a non-compliant Bid. If negotiations fail, in the discretion of the Owner, the Owner reserves the right to cancel or re-issue the Tender pursuant to Section 42.0.
- 21.5 If only one Bid is received, the Owner will notify the Bidder that its Bid is the only one received for evaluation and, upon being so advised, the Bidder may:
- 21.5.1 Request that the Owner return the Bid unopened and the Owner agrees to do so; or,
- 21.5.2 Authorize the Owner, in writing, to open the Bid, but, in that case, the Bidder specifically agrees that the Owner is not required to award the Contract and may reject the Bid even if the Bid is compliant.
- 21.6 If all Bids received by the Owner are in excess of the Owner's budget, the Owner may, in its sole discretion:
- 21.6.1 reject all Bids and re-issue the Tender, including all Tender Documents without revision and without disclosing any of the Bids or pricing received;
- 21.6.2 enter into negotiations with the lowest compliant Bidder, notwithstanding that their pricing is in excess of the Owner's budget without cancellation of all Bids or consideration to other Bidders, and require that the lowest compliant Bidder negotiate with the Subcontractors listed in its Bid Form. If such negotiations fail, the Owner, in its sole discretion may negotiate with the next lowest Bidder, or elect to cancel or re-issue the Tender pursuant to Section 42.0.
- 21.7 Following the evaluation process, the Owner shall issue a Letter of Award to the successful Bidder. The successful Bidder shall be required to execute the Letter of Award and return it to the Owner within 2 days of the Bidder's receipt of the Letter of Award.
- 21.8 In addition to all other remedies available to the Owner, if the successful Bidder fails to execute the form of Contract or satisfy any other applicable conditions set out in the Letter of Award, the Owner may, in its sole and absolute discretion and without incurring any liability, withdraw the award and proceed with the selection of another Bidder.
- 21.9 Following the issuance of the Letter of Award, a meeting between the successful Bidder and the Owner shall be arranged to co-ordinate and schedule the Work. It shall be the successful Bidder's responsibility to implement and co-ordinate the phasing of the Work. Construction for this Project

shall commence as soon as possible, and must be substantially performed within the time period agreed upon in the Bidder's Bid Form.

- 21.10 Once the Contract is executed by the Owner and the selected Bidder, the other Bidders shall be notified by public posting of the outcome of the Tender on Biddingo.

22.0 CLARIFICATION AND SUPPLEMENTAL INFORMATION

- 22.1 When evaluating Bids, the Owner reserves the right to seek clarification or further information from a Bidder or third parties in order to verify, clarify, or supplement information provided in a Bidder's Bid, including but not limited to clarification with respect to whether a Bid meets the minimum requirements set out in this Tender.
- 22.2 Proponents will cooperate with the Owner in the verification of information and shall promptly respond to all requests for clarification or additional information. Failure to respond in a timely manner may result in the Bid being rejected.
- 22.3 By submitting a Bid, Bidders are deemed to consent to the Owner's verification of such information. The Owner is not obliged to seek clarification or further information. Any clarification or further information sought by the Owner shall not permit a Bidder to change a Bid in any substantive manner, including with respect to pricing.
- 22.4 Requests for such additional information shall not be construed as an award of the Contract, acceptance of a Bid or rejection of a Bid.

23.0 ADDENDA

- 23.1 This Tender may be amended only by Addendum in accordance with this Section 23.0.
- 23.2 If the Owner, for any reason, and in its sole discretion determines that it is necessary to provide additional information relating to this Tender, such information will be communicated to all Bidders by Addendum, which shall be posted in Biddingo. Each Addendum forms an integral part of this Tender and may contain important information, including significant changes to this Tender. Bidders are responsible for obtaining all Addenda issued by the Owner through Biddingo.
- 23.3 If the Owner determines that it is necessary to issue an Addendum less than eight days prior to the Submission Deadline, or following the Submission Deadline, the Owner may extend the Submission Deadline for a reasonable period of time or establish a new Submission Deadline.
- 23.4 Bidders will be required to check a box confirming their receipt, review, and acceptance of Addenda before submitting their Bid through Biddingo.

24.0 BASE BID AND SUBSTITUTIONS

- 24.1 Bidders shall base their Bids on the materials, methods, firms and equipment named in the Specification. It is emphasized that no deviation from the specified materials, methods, firms or equipment will be allowed without written approval of the Owner. Any proposed substitutions shall be submitted in accordance with the following:
- 24.1.1 Should the Bidder propose any substitution of any materials or equipment the Bidder shall submit for the Owner's consideration prior to the Submission Deadline, a separate list of proposed substitutions and consequent changes to Contract should such substitutions be approved for use in the Contract. The difference in cost shall include all work by other trades if affected by the proposed substitutions. All proposed substitutions shall fit in the space allocations of the items already included and designed for.

- 24.1.2 Any substitution proposed by a Bidder shall also comply with the General Labour Conditions as specified in the Contract.

25.0 GENERAL LABOUR CONDITIONS

- 25.1 Any part of the Work performed by successful Bidder that falls under the provisions of any collective agreements by which the Owner is bound, or which the Owner is contractually required to apply to any given project, shall in each case be performed by employees covered by the applicable collective agreement. Refer to the General Labour Conditions as specified in the Contract.
- 25.2 The University of Toronto is unable to provide legal advice as to whether union labour will be required in relation to the performance of services on any given project. Bidders seeking greater certainty in this regard should obtain independent legal advice.

26.0 CONTRACT TIME

- 26.1 Refer to the Contract Documents.
- 26.2 The Work of this Contract shall commence as soon as possible after Owner approval. The Work is to be performed continuously until the specified Substantial Performance date.

27.0 PERMITS

- 27.1 Contractor shall obtain ALL permits necessary for the Work specified herein, except that the Owner shall apply, obtain and pay for the Building Permit as issued by the Municipality of Toronto Building Department.

28.0 ACCESS TO THE PLACE OF THE WORK

- 28.1 Construction access to the Place of the Work shall be as approved by the Owner and the authorities having jurisdiction.

29.0 BIDDERS TO FOLLOW INSTRUCTIONS

- 29.1 Bidders should structure their Bids in accordance with the instructions in this Tender. Where information is requested in this Tender, any response made in a Bid should reference the applicable section numbers of this Tender.

30.0 BIDS IN ENGLISH

- 30.1 All Bids are to be in English only.

31.0 NO INCORPORATION BY REFERENCE

- 31.1 The entire content of the Bidder's Bid should be submitted in an integrated format, without reference to the content of websites or other external documents. The examination of the Bidder's Bid should not require a reviewer to search outside the Bid for external documents. Any document not integrated with a Bid will not be considered to form part of the Bid.

32.0 INFORMATION IN TENDER IS FOR GUIDANCE ONLY

- 32.1 While the Owner has used considerable effort to ensure an accurate representation of information in this Tender, the information contained in this Tender is supplied solely as guidance for Bidders. The information contained in this Tender is not guaranteed or warranted to be accurate by the Owner, nor

is it necessarily comprehensive or exhaustive. Nothing in this Tender is intended to relieve Bidders from forming their own opinions and conclusions with respect to the matters addressed in this Tender.

- 32.2 Each Bidder must carefully review the Tender Documents for completeness and to ensure that the Bidder has no reason to believe that there are any uncertainties, errors, omissions, or ambiguities in the Tender Documents. Each Bidder is solely responsible for conducting its own investigations and due diligence in preparing its Bid, and to raise questions or seek clarifications in accordance with this Tender.

33.0 DISQUALIFICATION FOR CONFLICT OF INTEREST

- 33.1 Bidders must complete and submit the "Declaration of Conflict of Interest" form attached to this Tender certifying that:
- 33.1.1 No person other than the Bidder has or will have any interest or share in their Bid.
 - 33.1.2 There is no collusion or arrangement between the Bidder and any other Bidder(s) in connection with this Tender.
 - 33.1.3 The Bidder has no knowledge of the contents of other applications and has made no comparison of figures, agreements, arrangements, expressed or implied, with any other party in connection with the making of the Bid.
 - 33.1.4 Neither the Bidder nor members of his/her immediate family or any employee of the Bidder shall have any direct or indirect interest in any other entity that provides goods or services to the Owner. Bidders shall immediately disclose any potential conflict of interest should it arise, before during, or after this Tender and/or any award of any contract.
 - 33.1.5 Neither the Bidder nor members of his/her immediate family or any employee of the Proponent shall offer or receive any reimbursement from or to any employee of the Owner, from or to any vendor, consultant, or contractor employed by the Owner in accordance with University of Toronto policy governing this matter.
 - 33.1.6 The Owner may disqualify a Bidder for any conduct, situation, or circumstances, determined by the Owner, in its sole and absolute discretion, to constitute a conflict of interest.
- 33.2 Bidders must not engage in any communications that could constitute a Conflict of Interest and should take note of the declaration set out in the Declaration of Conflict of Interest.

34.0 DISQUALIFICATION FOR PROHIBITED CONDUCT

- 34.1 The Owner may disqualify a Bidder, rescind a Letter of Award, or terminate a Contract subsequently entered into if the Owner determines that the Bidder has engaged in any conduct prohibited by this Tender.

35.0 NO COMMUNICATIONS WITH THE MEDIA

- 35.1 Bidders must not at any time directly or indirectly communicate with the media in relation to this Tender or the selection of a Bidder pursuant to this Tender, or any agreement entered into pursuant to this Tender without first obtaining the written permission of the Tender Administrator.

36.0 NO LOBBYING

- 36.1 Bidders must not, in relation to this Tender 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).

37.0 ILLEGAL OR UNETHICAL CONDUCT

- 37.1 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, agents, or other representatives of the Owner; 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 Tender.

38.0 PAST PERFORMANCE OR PAST CONDUCT

- 38.1 Notwithstanding any other information contained in the Tender Documents, the Owner may prohibit a Bidder 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 conduct arising on current or past projects between the Bidder and the Owner:

38.1.1 illegal or unethical conduct;

38.1.2 refusal of the Bidder to honour submitted pricing;

38.1.3 any conduct, situation or circumstance determined by the Owner, in its sole and absolute discretion, to have constituted a Conflict of Interest;

38.1.4 in the past two years, the Bidder has previously breached or been in default of compliance with any term of any agreement with the Owner and such breach or default has not been waived by the Owner or the Bidder has not cured the default;

38.1.5 the Bidder, at the time of issuance of this Tender, or anytime during the procurement process, has an outstanding claim by the Owner against it or is engaged in an ongoing legal dispute with the Owner, except disputes in adjudication under the Construction Act; or

38.1.6 the Bidder has threatened the Owner with a claim or legal action within the previous two years.

39.0 BIDDERS TO BEAR THEIR OWN COSTS

- 39.1 Each Bidder shall be solely responsible for all costs incurred in the preparation and submission of a Bid, and participating in this Tender. The Owner, their representatives, and agents are not and shall not be liable for any costs incurred by any of the Bidders in relation to the preparation of a Bid, responding to this Tender, and/or participation in this Tender process, including without limitation responding to requests for clarification, or any other expense of the Bidder in relation to this process, including in the event this Tender process is cancelled.

40.0 UNBALANCED BIDS

- 40.1 Each item listed in the Bidder's shall be a reasonable price for such work as is the custom of the trade.

- 40.2 Bids that contain prices which:

40.2.1 appear to be so unbalanced or out of line with the custom of the trade as likely to adversely affect the interests of the Owner; or

40.2.2 do not reflect, in the Owner's reasonable discretion, actual costs plus a reasonable amount for profit, overhead costs, and other expenses;

may be rejected by the Owner.

41.0 RESERVED RIGHTS OF THE OWNER

41.1 The Owner reserves the following rights, which each of the Bidders acknowledges and agrees to accept as a condition of participating in this Tender:

- 41.1.1 make public the name of any or all Bidders;
- 41.1.2 accept or reject any or all Bids, including the lowest priced Bid;
- 41.1.3 disqualify any or all Bidders;
- 41.1.4 request written clarification of any Bid, and the submission of supplementary written information in relation to the clarification request and incorporate a Bidder's response to such request for clarification into the Bidder's Bid;
- 41.1.5 waive formalities and accept Bids that substantially comply with the requirements of this Tender, as determined by the Owner, in its sole discretion;
- 41.1.6 reject qualified or conditional Bids;
- 41.1.7 verify with any Bidder or with a third party, including references, any information set out in a Bid;
- 41.1.8 assess a Bidder's Bid on the basis of: (i) a financial analysis determining the actual cost of the Proposal 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 Tender, consider any other relevant information that arises during this Tender process and assess a Bidder's Bid on the basis of such relevant information;
- 41.1.9 disqualify any Bidder whose Bid contains misrepresentations or other inaccurate or misleading information;
- 41.1.10 disqualify a Bidder, rescind a Letter of Award, terminate negotiations, or terminate a contract subsequently entered into if the Bidder has a conflict of interest or has engaged in any conduct that breaches the process rules or otherwise compromises or may be seen to compromise the competitive process;
- 41.1.11 make changes to this Tender, provided those changes are issued by way of Addenda to this Tender;
- 41.1.12 cancel this Tender process at any stage without award, without issuing a new Tender for the same or similar Work; and
- 41.1.13 cancel this Tender process at any stage and issue a new Tender for the same or similar services and invite others to submit Bids, in addition to the Bidders.

42.0 NO LIABILITY AND INDEMNIFICATION

- 42.1 By submitting a Bid, the Bidder acknowledges the Owner's rights as stated in this Tender and absolutely waives any right of action against the Owner, its representatives, agents or advisors for not accepting or for rejecting a Bid, whether such right of action arises in contract, negligence, bad faith, or any other cause of action.
- 42.2 Without limiting the foregoing, under no circumstances, shall the Owner, or any of its representatives, agents or advisors, be liable to any Bidder, whether in contract, tort, restitution, bad faith, or pursuant to any other cause of action or legal theory, for any claim, action, loss, damage, cost, expense or liability whatsoever and howsoever arising from this Tender process, a Bidder's Bid, or due to the

acceptance or non-acceptance of any Bid, or as a result of any act or omission by the Owner or its their representatives, agents or advisors.

- 42.3 Each Bidder shall defend, indemnify and hold harmless the Owner and its representatives, agents, employees, officers, directors, partners and assigns from and against all claims, demands, damages, losses, injuries, expenses, costs including legal fees, actions, suits or proceedings (collectively "Claims") by whomsoever made, brought or prosecuted in any manner, arising out of, resulting from or attributable, directly or indirectly, to the Bidder's participation or intended participation in this Bid process, including Claims arising out of the Bidder's investigation of the Place of the Work, the project site, and attendance at meetings.

43.0 BID PROTEST PROCEDURE

- 43.1 Bidders covered by the Canadian Free Trade Agreement (CFTA) are entitled to submit a protest respecting the Bid process by following the bid protest procedures described in the agreement. All other Bidders may contact the Tender Administrator with respect to a bid protest. The contact particulars for the Tender Administrator are provided in the Bid Solicitation Letter, Section 00 10 00.

44.0 DISPUTES

- 44.1 In the event of a dispute arising in connection with this Bid process including, without limitation, a dispute concerning the existence of the "bid contract" or a breach of the "bid contract", or a dispute as to whether the Bid of any Bidder was submitted on time or whether a Bid is compliant, the Owner, in its unqualified subjective discretion, may refer the dispute to confidential binding arbitration before a single arbitrator with knowledge of procurement/bidding law and practice at Toronto, Ontario pursuant to the Arbitration Act, 1991 (Ontario), as amended. If the parties to the arbitration are unable to agree on an arbitrator within 10 Working Days from the date that the dispute is referred to arbitration, the appointment shall be made by the Appointing Committee of ADR Chambers, Toronto. In the event that the Owner refers the dispute to arbitration, the Bidder agrees that it is bound to arbitrate such dispute with the Owner. Unless the Owner shall refer such dispute to arbitration, there shall be no arbitration of such dispute
- 44.2 In the event the Owner refers a dispute to arbitration, the Owner may give notice of the dispute to one or more of the other Bidders who submitted Bids, whether or not they may be compliant, each of whom shall be a party to and shall be entitled to participate in the arbitration, and each of whom shall be bound by the arbitrator's award, whether or not they participated in the arbitration.
- 44.3 In the event the Owner refers a dispute to arbitration, the parties to the arbitration shall exchange brief statements of their respective positions on the dispute, together with the relevant documents, and submit to an arbitration hearing which shall last no longer than two days, subject to the discretion of the arbitrator to increase such time. The parties further agree that there shall be no appeal from the arbitrator's award.
- 44.4 This Article is not intended to form part of any "bid contract" that may come into being between a Bidder and any prospective Subcontractor or Supplier of that Bidder.

45.0 BIDDER DEBRIEFING

- 45.1 Following the conclusion of this Bid process, and providing that the Contract has been awarded and executed, the Owner will offer separate debriefings to each unsuccessful Bidder at a time and on a date and for a duration to be confirmed by written notice issued by the Owner to Bidders. Where an unsuccessful Bidder desires a debriefing, it shall provide a written notice to the Owner requesting a debriefing within 60 (sixty) days from the date the Letter of Award has been issued or the unsuccessful bidder has been notified.

46.0 CONFIDENTIALITY

- 46.1 All information provided by or obtained from the Owner in connection with this Tender, either before or after the issuance of the Tender, is the sole property of the Owner and must be treated as confidential. Such information is not to be used for any purpose other than replying to this Tender and the performance of the Contract, if the Contract is awarded. Upon conclusion of the Tender process, Bidders, if requested by the Owner, agree to return to the Owner all information provided by the Owner or obtained by the Bidder within the Tender process.
- 46.2 By submitting a Bid, Bidders acknowledge that:
- 46.2.1 with respect to information provided in a Bid, such information may not be kept in confidence by the Owner during the evaluation process, and that the contents of a Bid may be disclosed, on a confidential basis, to the Owner's advisors retained for the purpose of evaluating or participating in the evaluation of Bids; and
 - 46.2.2 the Owner is subject to the Freedom of Information and Protection Privacy Act ("FIPPA") and that information submitted in a Bid may be subject to disclosure under the provisions of that legislation. The Proponent agrees to the appropriate disclosure of the information submitted, subject to the provisions of FIPPA.
- 46.3 The Owner may engage in a public process which involves displaying or divulging to the public stakeholders and other interested parties, information submitted by Bidders in response to this Tender. Submission of a Bid constitutes each Bidder's permission for the Owner to divulge, reproduce and/or display, without compensation to the Bidder, any or all elements in response to this Tender for the purpose of publicizing the Project, obtaining comments, or seeking approval of authorities having jurisdiction. The Owner will use reasonable efforts to protect pricing and other sensitive and confidential information provided by Bidders in their Bids from access by competitors or the public, but the Owner does not accept any liability in the event that any such material is disclosed, even if the Owner, its staff or any other person associated with the Owner may have been negligent with respect to such disclosure.
- 46.4 In the event that a Bidder imposes conditions on the use, display, publication or disclosure of some or its entire Bid, the Owner reserves the right to reject such Bid.

47.0 GOVERNING LAW

- 47.1 This Tender shall be construed pursuant to the laws of the Province of Ontario. Both this Tender and the Contract shall be in the English language.

END OF SECTION 00 21 13

AVAILABLE PROJECT INFORMATION: SECTION 00 31 00**48.0 GEOTECHNICAL INVESTIGATION REPORT**

- 48.1 Intentionally omitted.

49.0 DESIGNATED AND HAZARDOUS SUBSTANCES INVESTIGATION REPORT

- 49.1 The designated and hazardous substances investigation report is included for reference with this Document with the understanding that it is not a comprehensive study or complete report of existing conditions which may exist at the Place of Work. Contractor shall immediately advise the Owner (University) of conditions about which they have knowledge or information.
- 49.2 The following designated and hazardous substances investigation report prepared by the University of Toronto's Hazardous Construction Materials Group is bound under separate cover:
- Designated and Hazardous Substances Investigation Report, University of Toronto, 124 EDWARD ST., TORONTO, Project # P065-21-050, dated April 16, 2026 and consisting of 100 pages (inclusive of the Abatement Scope).
- 49.3 Neither the Owner (University) nor the Designated and Hazardous Substances Investigation Consultant guarantee the accuracy or completeness of the Designated and Hazardous Substances Investigation Report. Contractor shall examine the existing conditions which may affect methods or cost of construction before commencing the Work of the Contract.
- 49.4 Reference documents governing work involving designated substances, including asbestos containing or contaminated building material and reference to University of Toronto environmental programs related to worker health and safety.
- 49.5 Acknowledgement of Ontario Regulation 278/05, "Designated Substance - Asbestos on Construction Projects and in Building and Repair Operations"
- 49.6 Read, be familiar with, and refer to the University's Asbestos Management Program found at web link <https://ehs.utoronto.ca/our-services/occupational-hygiene-safety/asbestos-management-program/> . Prior to commencing any work, read and sign Acknowledgement Asbestos Designated Substances Project Management UPDC Form, found at web link: <https://www.fs.utoronto.ca/projects/design-standards-and-project-forms/>
- 49.7 By way of reference to University of Toronto Amendments to CCDC2-2020 Supplementary Conditions, GC 9.2 regarding Environmental Programs and Contractor Safety Programs, refer to, read and be familiar with University of Toronto Environmental Programs found at web link <https://ehs.utoronto.ca/resources/policies-and-procedures/>

50.0 EXISTING BUILDING DRAWINGS

- 50.1 Pertinent existing building Drawings are included for reference with this Document with the understanding that they are not comprehensive or complete Drawings of existing conditions which may exist at the Place of Work. Contractor shall immediately advise the Owner (University) of conditions about which they have knowledge or information.

- 50.2 The Existing Building Drawings as attached as Appendix D, were prepared by the University of Toronto, and are bound under separate cover.
- 50.3 The Owner (University) does not guarantee the accuracy or completeness of the Existing Building Drawings. Contractor shall examine the existing conditions which may affect methods or cost of construction before commencing the Work of the Contract.

END OF SECTION 00 31 00

BID FORM: SECTION 00 41 13 – Bound Under Separate Cover

END OF SECTION 00 41 13

PROCUREMENT FORM SUPPLEMENTS: SECTION 00 43 00

These Procurement Form Supplements should be delivered to the address listed below within 48 hours of request by the Owner. The form should be completed in its' entirety.

NAME OF BIDDER: _____

TO: **THE GOVERNING COUNCIL UNIVERSITY OF TORONTO**
c/o University Planning, Design & Construction
Project Management
255 McCaul Street
4th Floor
Toronto, Ontario M5T 1W7

Attention: Tender Administrator

UNIVERSITY OF TORONTO
 DENTISTRY CLINIC 2
 124 EDWARD ST.
 TORONTO, ONTARIO M5G 2L3
 UNIVERSITY PROJECT NUMBER: P065-21-050

51.0 ITEMIZED PRICES

51.1 Intentionally omitted.

52.0 UNIT PRICES

52.1 The following unit prices are measurable units of part of the Work.

52.2 Unit Prices include all labour, materials, products, equipment, services, respective overhead and profit, taxes (excluding the Harmonized Sales Tax - HST), disbursements and related charges required to provide these items and represents the total amounts which are included in the Contract Price and as such represent the actual cost to the Owner.

52.3 The Unit Prices for the Work of the Contract shall be used for either an addition to (extra) or as a deduction from (credit) the Contract Price for the duration of the Contract are as follows;

<u>ITEM OF WORK</u>	<u>EXTRA PRICE</u>	<u>CREDIT PRICE</u>
<u>Firestopping – CMU Wall Infill</u>	\$ _____	\$ _____
<u>Firestopping – Slab Infill at Dental Chairs – L2</u>	\$ _____	\$ _____
<u>Firestopping – Slab Infill at Dental Chairs – L3</u>	\$ _____	\$ _____
<u>Firestopping – Slab Penetration Exist. Removed – L2</u>	\$ _____	\$ _____
<u>Firestopping – Slab Penetration Exist. Removed – L3</u>	\$ _____	\$ _____
<u>Firestopping – Slab Penetration Exist. Remain – L2</u>	\$ _____	\$ _____
<u>Firestopping – Slab Penetration Exist. Remain – L3</u>	\$ _____	\$ _____

Firestopping – Slab Penetration Multi Exist. Remain – L2 \$ _____ \$ _____

Firestopping – Slab Penetration Multi Exist. Remain – L3 \$ _____ \$ _____

Firestopping - Wall Penetration Existing Removed \$ _____ \$ _____

Firestopping - Wall Penetration Existing to Remain \$ _____ \$ _____

Firestopping – Wall Penetration Multi Existing to Remain \$ _____ \$ _____

Refer to Architectural drawing A0221 for details.

- 52.4 The Bidder acknowledges that the Owner shall be at liberty to accept the Unit Prices as bid or, during the course of the project, to renegotiate the Unit Prices without thereby rejecting the Unit Prices as bid.

53.0 SUBCONTRACTORS AND SUPPLIERS

- 53.1 I/we the undersigned propose to employ the following Subcontractors and Suppliers to perform or supply an item of the Work called for by the Contract. I/we confirm that all such Subcontractors and Suppliers have been investigated to confirm their reliability and competency to carry out or supply such Work in accordance with the Contract. I/we acknowledge that Section 00 21 13, Instructions to Bidders, require that we list only one Subcontractor or Supplier for each item of Work described in this Bid Form. I/we further acknowledge that where we have entered "own forces" to perform an item of the Work, it is our intention to use "own forces" for that purpose. After Bid submission, no substitution for a Subcontractor, Supplier or "own forces" will be permitted except as provided in the Contract.

TRADES**SUBCONTRACTOR/ SUPPLIER**

Section 02 41 00 - Selective Demolition

Section 03 30 00 - Cast-In-Place Concrete

Section 03 35 00 - Concrete Finishing

Section 03 53 00 - Bonded Concrete Toppings

Section 04 00 00 - Masonry Renovations

Section 05 50 00 - Metal Fabrications

Section 06 20 00 - Finish Carpentry and Millwork

Section 08 00 00 - Door, Frame, Screen and
Hardware InstallationsSection 08 11 00 - Steel Doors, Frames and
Screens

Section 08 71 00 - Door Finish Hardware

Section 08 80 00 - Glass and Glazing

Section 09 20 00 - Gypsum Board

Section 09 66 00 - Epoxy Matrix Terrazzo

Section 09 65 13 - Resilient Base

Section 09 65 19 - Resilient Tile Flooring

Section 09 91 00 – Painting

53.2 List of Suppliers/Manufacturers

I/we propose to employ the following manufacturers to perform/supply the Mechanical and other specified Divisions of the Work of this Contract. I/we confirm that all such manufacturers have been investigated to confirm their reliability and competency to carry out or supply such Work in accordance with the Contract. I/we acknowledge that Section 00 21 13, Instructions to Bidders, requires that we list only one manufacturer for each item of Work described in this Bid Form Supplement. I/we further acknowledge that no changes from this list may be made without the written approval of the Owner.

<u>Section/Sub-trade - Mechanical</u>	<u>Item of Equipment</u>	<u>Manufacturer's Name</u>
Section 22 11 16, Plumbing	Valves	
Section 20 05 20, Plumbing	Vibration Controls	
Section 20 05 25, Plumbing and HVAC	Insulation	
Section 22 40 00, Plumbing Fixtures	Fixtures and Trim	
Section 22 13 19, Plumbing Fixtures	Drains	
Section 22 11 19, Water Piping Specialties	Backflow Preventer	
Section 10 44 13, Fire Protection	Fire Hose Cabinets	
Section 21 13 00, Fire Suppression	Sprinkler Heads	
Section 21 05 00, Fire Suppression	Valves	
Section 23 82 16, HVAC	Air Coils	
Section 23 21 13, HVAC	Valves	
Section 23 81 26, HVAC	Split Systems	
Section 23 34 00, HVAC	Fans	
Section 23 37 13, HVAC	Grilles	
Section 23 33 00, HVAC	Fire Dampers	
Section 23 74 13, AHU – Packaged Outdoors	HRV	
Section 25 05 01, Integrated Automation	Sensors	

Section 25 05 00, Integrated Automation	Control Panels	_____
<u>Section/Sub-trade - Electrical</u>	<u>Item of Equipment</u>	<u>Manufacturer's Name</u>
Section 26 05 19, Electrical	Cables	_____
Section 26 27 26, Electrical	Wiring Devices	_____
Section 26 22 00, Electrical	Transformers	_____
Section 26 24 16, Electrical	Panelboards	_____
Section 26 24 17, Electrical	Panelboards	_____
Section 28 10 00, Electronic Safety & Security	Access Control System	_____
Section 28 31 00, Electronic Safety & Security	Fire Alarm and Voice Communication System	_____

NAME OF BIDDER: _____
 Signature of Duly Authorized
 Signing Officer _____ Name and Title

 Signature of Witness _____ Name and Title

Dated at _____ this ____ day of _____ 20____.

END OF SECTION 00 43 00

WARRANTY FORM (SAMPLE FORMAT): SECTION 00 65 36

54.0 PROJECT DESCRIPTION

UNIVERSITY OF TORONTO
PROJECT ADDRESS
UNIVERSITY PROJECT NUMBER: P000-00-000

55.0 WARRANTY INFORMATION

55.1 THE GOVERNING COUNCIL OF
THE UNIVERSITY OF TORONTO
University Planning, Design & Construction
255 McCaul Street
4th, Floor
Toronto, Ontario
M5T 1W7

55.2 Date: _____, _____

55.3 Section Number and Title: _____

55.4 Company's Name: _____

(Ltd/Inc. Or any assignee or successor's title)

Address: _____

56.0 DEFINITION

56.1 Give a clear description of the work under this Warranty and the remedial action to be taken under the Warranty, complying with requirements specified under respective Sections of the Specifications.

57.0 WARRANTY

57.1 Contractor for valuable consideration warrant all Work defined above is free from any defect or deficiency in quality of work and materials. Without limiting generality of foregoing, (*State particulars of each warranty here and generally as specified*) for Warranty Period herein set out, and in consideration as aforesaid Contractor covenant to remedy any defect or deficiency due to faulty materials or workmanship appearing within Warranty Period according to notice in writing received from the Owner, or their duly authorized agents.

58.0 WARRANTY PERIOD

58.1 Commences as per the General Conditions and Supplementary Conditions of the Contract.

58.2 Name and Address of Contractor

Signature

Signature

SEAL

SEAL

END OF SECTION 00 65 36

REVISIONS - LIST OF ADDENDA (SAMPLE FORMAT): SECTION 00 91 00

59.0 GENERAL

- 59.1 As addenda are issued during the Bid period, the following list of addenda shall be revised sequentially listing all addenda issued for the Work by date and shall be issued with each addendum.
- 59.2 For convenience purposes, the list of addenda shall also include a general list of all headings of each addendum.

60.0 LIST OF ADDENDA

<u>ADDENUM NO.</u>	<u>DESCRIPTION</u>	<u>DATE ISSUED</u>
--------------------	--------------------	--------------------

END OF SECTION 00 91 00

ADDENDUM NO.00 (SAMPLE FORMAT): SECTION 00 91 XX**61.0 GENERAL INSTRUCTIONS**

61.1 The information contained herein will constitute an addendum to the Specifications and Drawings for:

UNIVERSITY OF TORONTO
PROJECT TITLE
PROJECT NUMBER P000-00-000

61.2 Upon receipt of Bids, it will be assumed that all matters pertaining to this addendum are included in the Base Bid amount.

61.3 The following revisions will amend the Specifications and Drawings and all items added or deleted thereon will be included for in the Bid submission.

62.0 DIVISION 00, DIVISION 01 DOCUMENTS

62.1 Refer to Document Description Section XX XX XX Sub Section X.X
Add or Delete or Revise

62.2 Refer to Document Description Section XX XX XX Sub Section X.X
1. Add or Delete or Revise

62.3 Add or Delete or Revise

63.0 ADDENDUM SUMMARY

Refer to accompanying Addendum Summary dated Day Month Year bearing consultant's number XXXXXX and totalling XX pages for a list of additions, deletions, or revisions to the technical drawings and specifications.

64.0 SPECIFICATION CHANGES

64.1 Refer to accompanying Category 1 Specification dated Day Month Year bearing consultant's number #XXXXXX and totalling XX pages for additions, deletions, or revisions.

64.2 Refer to accompanying Category 2 Specification dated Day Month Year bearing consultant's number #XXXXXX and totalling XX pages for additions, deletions, or revisions.

64.3 Refer to accompanying Specifications dated Day Month Year bearing consultant's number #XXXXXX and totalling XX pages for additions, deletions, or revisions.

65.0 DRAWING CHANGES

65.1 Refer to accompanying Category 1 Drawing dated Day Month Year bearing consultant's number #XXXXXX and totalling XX pages for additions, deletions, or revisions.

65.2 Refer to accompanying Category 2 Drawing dated Day Month Year bearing consultant's number #XXXXXX and totalling XX pages for additions, deletions, or revisions.

65.3 Refer to accompanying Drawings dated Day Month Year bearing consultant's number #XXXXXX and totalling XX pages for additions, deletions, or revisions.

66.0 BIDDER'S QUESTIONS

66.1 Refer to the following Bidders Questions at time of Bidder's Site Tour, and Consultant's Answers:

Q1. "???"

A1. ???

Q2. "???"

A2. ???

Q3. "???"

A3. ???

END OF ADDENDUM NO. XX

APPENDIX A-UNIVERSITY OF TORONTO AODA TRAINING

VOLUNTEERS & OTHER SERVICE PROVIDERS