

Part 1

1.1 INSTRUCTIONS TO BIDDERS

Introduction

- .1 These instructions apply to and govern the preparation of bids for the Contract. The Contract is for on-site servicing connections, site preparation and related building site work, concrete foundation and superstructure construction. A cast in place concrete floor structures, building envelope and interior partitions, mechanical and electrical systems and building interior finishes and other work as outlined in the bid documents for a commercial building located at 88 Kerr Valley Road, Brockville, Ontario, B3H 2C7 (The "Work").
- .2 The bidder acknowledges that by submitting a compliant bid, it 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. The bidder acknowledges that the terms of the "bid contract" are represented by the Bid Documents.

1.2 DEFINITIONS

- .1 In these Instructions to Bidders:
 - .1 "Agreement" means the signed legal instrument binding the successful bidder and the Owner in the Contract, describing in strict terms their mutual arrangement, roles and responsibilities, commencement and completion responsibilities
 - .2 "Bid Closing" has the meaning as set out in Section 1.4.2 of these Instructions to Bidders
 - .3 "Bid Documents" means those documents listed in Section 1.3 of these Instructions to Bidders
 - .4 "Bid Form" means the bid form numbered 00 41 13 attached to these Instructions to Bidders
 - .5 "Bid Price" has the meaning as set out in Section 1.11 of these Instructions to Bidders
 - .6 "Bid Security" has the meaning set out in Section 1.22.1 of these Instructions to Bidders
 - .7 "Bidder" has the meaning of a participant of the 2017 TCIC Bid Competition who is submitting a formal tender for the management of the National Corporate Office Project.
 - .9 "Claim" has the meaning set out in Section 1.16.1.1 of these Instructions to Bidders
 - .10 "Consultant" means the TCIC Consultants Team engaged by the Owner, whom has the authority to amend the contract documents through an addendum
 - .11 "Contract" means the contract for the Work to enter into between the Owner and the successful bidder
 - .12 "Contract Documents" means those documents listed at Article 3.1 of the Agreement
 - .13 "Instructions to Bidders" means these instructions to bidders
 - .14 "Owner" means the TCIC 2017 National Student Bid Competition Executive Committee, Owner's address is 70 Leek Crescent, Richmond Hill, Ontario, L4B 1H1
 - .15 "Work" has the meaning as set out in Section 1.1.1 of these Instructions to Bidders

1.3 BID DOCUMENTS

.1 These bid documents (the “Bid Documents”) are inclusive of the following:

- .1 Instructions to Bidders (Section 00 21 00);
- .2 Bid Form (Section 00 41 13); List of Documents Form (00 43 30) Pre-qualified Subcontractors (00 22 13); Proposed Subcontractors Form (00 43 36)
- .3 Canadian Standard Construction Document, CCDC 2 – 2008 Stipulated Price Contract. This document consist of the Agreement between Owner and Contractor, Definitions and the General Conditions of the Stipulated Price Contract.

.4 Documents:

1. Specifications:

- Division 1 – General Requirements
- Division 2 – Site Construction
- Division 3 – Concrete
- Division 4 – Masonry
- Division 5 – Metals
- Division 6 – Wood and Plastics Composite
- Division 7 – Thermal and Moisture Protection
- Division 8 – Openings
- Division 9 – Finishes
- Division 10 – Specialties
- Division 11 – Equipment
- Division 12 – Furnishings
- Division 13 – Special Construction
- Division 14 – Conveying Equipment
- Division 15 – Mechanical
- Division 16 – Electrical

2. Drawings:

- 01 Civil
- 02 Landscape
- 03 Architectural
- 04 Infinity Pool
- 05 Interiors
- 06 Structural
- 07 Mechanical
- 08 Electrical

1.4 BID SUBMISSION - TWO STAGE CLOSING

.1 Submission of the Bid is a two-stage process.

- .1 Stage 1 – Closing on March 29, 2017 before 15:00:00 p.m. EDT thru an electronic On-line Bidding System specified below on website portal:

<http://www.infinitesource.com/Portals/61984/sp/tcic.htm>

- .1 This stage is inclusive of the following:
 - Price
 - Executed Bid Bond
 - Executed Agreement to Bond
 - Certificate of Clearance from the Workplace Safety and Insurance Board
- .2 Stage 2 - This is a hardcopy submission, due 24 hours after the closing. Refer to 1.5 Bid Requirements; **all bidders** shall submit executed hard copies of the bid documents along with the prescribed appendices.
The local Construction Association will receive the hard copies, which act as authorized depositories on behalf of the owner.
Locations: TBD
- .2 Bidders are required to submit a bound executed hardcopy of all the prescribed Bid Documents in a sealed envelope or similar format. Three labels placed on the outside with:
 - .1 The bidder's contact information;
 - .2 The project name and address; and
 - .3 Project number, Owner's name and Owner's Address.
- .3 The timepiece at the location for receiving bids shall be the only measure for the exact time.
- .4 Bids submitted after the time specified above will be rejected.

(As this is an educational forum, late stage 1 bids are still required to comply with stage 2 submission. These bids are not eligible for the awards; Hard Copies submitted as per section 1.4.3.)
- .5 Bids received by fax, e-mail or other unauthorized electronic means are non-compliant. The noted stage 1 requirement is only authorized electronic submission.
- .6 Bidders who fail to submit a sealed envelope or similar format, or who fail to include all of the required documents in their package, will be declared non-compliant and their bid will be rejected

1.5 BID REQUIREMENTS

- .1 A bid should be signed by each team's authorized leader and be in original handwriting.
- .2 For a submission to be "Compliant", it must include the following Documents:
 - .1 Electronic Bid Form (Infinite Source)
 - .2 Submission Requirements
 - .1 Bid Form (Section 00 41 13);
 - .2 List of Documents (Section 00 43 30);
 - .3 Proposed Subcontractors (Section 00 43 36);
 - .4 Signed copy of each Addendum receipt form.
 - .5 Signed and Sealed Bid Bond;
 - .6 Consent of Surety;
 - .7 Proposed Construction Schedule with Milestones;

- .8 Estimate Summary Sheet (Provided Excel File).
 - .9 Health & Safety Policy
 - .10 Labels as outlined in section 1.4.4
 - .11 Site Mobilization Plan
- .3 For a submission to be considered for the “Most Professional”, “Closest to the Target”, and “Most Accurate and Complete” Awards, submissions shall also include all of 1.5.2, and all of the following items at a minimum:
- 1. Signed Mentor Declaration Form
 - 2. Takeoff Recap Sheets
 - 3. Own Force Work Takeoffs
 - 4. Subcontractor Analysis
 - 5. Carried Subcontractor Quotes
 - 6. Request for Qualifications
 - 7. Any other applicable documents to further enhance your bid
- .4 For a submission to be considered for the “Building Information Modeling & Innovation” award, it shall also include all of 1.5.2, and all of the following items at a minimum:
- 1. 3D Model, modeled by division
 - 2. Quality Control Plan
 - 3. Life Cycle Cost Analysis
 - 4. Digital Copy of BIM Model (USB)
 - 5. LEED® Report
- 1.6 OPENING BIDS
- .1 A single compliant Bid, the owner reserves the right:
- .1 Return the Bid unopened, cancel and retender the project; or
 - .2 Open the Bid and reserve the right to accept or reject the Bid.
- 1.7 QUALIFICATIONS
- .1 The Owner reserves the right to reject bids that contain qualifications or omissions.
- 1.8 EXAMINATION
- .1 Bidders shall be responsible for thoroughly reviewing all Bid Documents, prior to submitting a bid.
- .2 Bidders shall carefully examine the Place of Work through their own means and shall fully inform themselves as to the existing conditions, limitations, access, utilities, surrounding site conditions, and other conditions to the best of their ability.
- .3 By submitting a bid, a bidder represents that the bidder has examined the project site, or specifically elected not to. No additional payments or time extensions shall be claimable or due because of difficulties relating to conditions at the project site, which were reasonably foreseeable or should have been reasonably foreseeable by a contractor qualified to undertake the performance of the Contract.
- 1.9 BID DOCUMENT EXAMINATION AND AVAILABILITY

- .1 Unless otherwise specified in these Instructions to Bidders, Bid Documents are available from the online Plans Room at www.tcicbidcomp.com.
- .2 Bidders should examine all drawings, specifications, and schedules and related Bid Documents to ensure that the bidder can satisfactorily execute the Work.

1.10 INTERPRETATION OF BID DOCUMENT

- .1 Should any conflicts, contradictions, or inconsistencies in the Bid Documents or their provisions, or any discrepancies between a provision of the Bid Documents and conditions at the project site as observed in an examination under Section 1.9 of these Instructions to Bidders, the bidders should immediately notify the Consultant by RFI at the email address noted in Section 1.20.3.1 of the Instructions to Bidders.
- .2 If the Consultant determines that an amendment is required, the Consultant will issue a written addendum. All addenda issued will form part of the Bid Documents.
- .3 The Bid Documents may be amended through a formal written addendum issued by the Consultant. No other forms of communication, whether written or oral, from any person will affect or modify the terms of the Bid Documents.

1.11 PRICE

- .1 The Bid Price will represent the entire cost excluding HST to the Owner of:
 - .1 A fixed price for all work, provided in numbers only, as defined in the Contract Documents (the "Bid Price");
- .2 The Bid Price will represent the entire cost excluding HST to the Owner of the complete Contract. Notwithstanding the generalities of the above, bidders shall include in the Bid Price sufficient amount to cover:
 1. The costs of all labour, equipment and material included in or required for the performance of the Contract
 2. All overhead costs, including head office and on-site overhead costs, and all amounts for the bidder's profit
 3. The Bid Price must allow for compliance with all applicable laws regarding trade or other qualifications of employees performing the work, and payment of appropriate wages for labour included in or required for the work
 4. The Bid Price shall cover all taxes and assessments of any kind payable with respect to the work, but shall not include HST.

1.12 DURATION OF BIDS

- .1 After the Bid Closing, a bid shall remain valid and irrevocable as set out in the Bid Form

1.14 QUALIFICATIONS OF BIDDERS

- .1 By submitting a bid, a bidder is representing that it has the competence, qualifications and relevant experience required to do the Work.

1.15 AWARD

- .1 The lowest priced or any bid will not necessarily be accepted and the Owner reserves the express right, in its sole discretion and according to its own Judgment of its best interest, to:
 - .1 reject any or all bids.
 - .2 Waive any defect(s) or deficiency in any bid, which does not materially affect the bid or the Bid Price.
 - .3 Accept any bid, including an Alternative, which, in accordance with Section 1.7.1 of these Instructions to Bidders, the Owner may accept.
- .2 In no event shall the Owner or its representatives be liable for any bidder's costs or expenses in preparing this bid.
- .3 Bidders will not be permitted to alter or amend price included in a bid after the Bid Closing. If prior to an award of the Contract the Owner identifies changes the Owner wishes to make to the Contract Documents, then such changes shall be dealt with after the award of the Contract in accordance with the terms of the Contract.
- .4 The Owner will notify the successful bidder.

1.16 SUBCONTRACTORS

- .1 The Owner has prequalified subcontractors for selected subcontract work for this project, as noted in section 00 22 13.

1.17 NO CLAIMS

- .1 Each bidder, by submitting a bid, irrevocably:
 - .1 Agrees that it will not bring any claim, action, demand, suit or cause of action, whether arising in contract, tort (including negligence) or otherwise (a "Claim") against the Owner or any of its employees, directors, officers, advisors or representatives, or any one of them, for any costs, damages or other compensation for any Claim or matter relating directly or indirectly to this tender (including, without limitation, in the event that the Owner rejects or disqualifies or for any other reason fails to accept a bid, accepts a non-compliant bid or otherwise breaches, or fundamentally breaches, the terms of this tender or any duties arising from this tender); and
 - .2 Waives any Claim against the Owner and its employees, director, officers, advisors or representatives for any compensation of whatsoever nature or kind including, without limitation, for loss of anticipated profits, indirect, incidental or consequential damages or losses if no contract is entered into for the Work between the bidder and the Owner for any reason whatsoever, including, without limitation, in the event that the Owner rejects or disqualifies or for any other reason fails to accept a bid, accepts a non-compliant bid or otherwise breaches, or fundamentally breaches, the terms of this tender or any duties arising from this tender.

1.18 PREPARATION OF BIDS

- .1 Submit bids and Supplemental Information on unaltered Bid Forms, Bid Form Appendices and Supplemental Information documents furnished herewith.

- .2 Fill in all blanks in the Bid Form, Bid Form Appendices, and Supplemental Information documents as specified and instructed, in ink, type written, or other permanent non-erasable format, providing the information requested and ensure that an authorized person or persons sign all forms where indicated. Failure to provide all requested information on the Bid Form and failure to fill in all blank spaces may result in bid declared non-compliant.
- .3 If any or all pages of the Bid Form and/or the Appendices are amended by addenda, only the amended pages shall be used to submit a bid. Failure to comply with this requirement may result in the bid declared non-compliant.
- .4 Information provided by bidders on the Bid Form and on the Appendices may be amended, prior to bid closing, provided an authorized representative of the bidder initials bidder corrections. Other modifications, erasures, additions, conditions, qualifications or un-initialed pre-closing amendments may result in the bid declared non-compliant.
- .5 The bid price shall be provided in numbers only.
- .6 Any other form of bid submission may result in the bid declared non-compliant.
- .7 Signed Bid Form Appendices specified by these Instructions to Bidders shall be attached or separately delivered as herein specified.
- .8 Bids shall be for a stipulated sum without escalator clauses or other qualifications.
- .9 Bids which are incomplete, illegible or obscure, or that contain irregularities of any kind may be treated by the Owner in its sole discretion.
- .10 Bidders shall complete the document attached to these Instructions to Bidders and identified as Document 00 43 36 Proposed Subcontractors. Failure of the bidder to list the required Subcontractors will result in the bid being declared non-compliant.
- .11 Bidders shall obtain licenses for of Bluebeam® Revu eXtreme by e-mailing academic@bluebeam.com the following information:
 - .1 Subject line "TCIC 2017 National Student Bid Competition"
 - .2 Number and names of students on the team,
 - .3 Number of licenses needed, and
 - .4 The number of students working on a PC running windows, or a MAC running iOS.After this information has been received, licenses shall be issued shortly afterwards.
- .12 Teams shall obtain a RS Means® account through their team Gmail that will be accessible on four (4) devices. Each team member shall use the same account that their team leaders are given.

1.19 DISQUALIFICATION OF BIDDERS

- .1 Upon presentation of evidence satisfactory to the Owner of collusion, intent to defraud or other illegal practices on the part of the bidder, the bidder's bid shall be disqualified whether opened or not.
- .2 Bid's that are unsigned, that contain material qualifications, material reservations or escalator clauses, or that do not include the specified Bid Bond and Consent of Surety shall be rejected as non-compliant.

1.20 ADDENDA

- .1 Each bidder shall immediately report to the Consultant all discrepancies, omissions, errors, departures from building by-laws or good practice, and points considered to be of dubious intent that comes to the attention of the Bidder. The Consultant will issue addenda, as it deems necessary to clarify/Modify the Bid Documents. The Latest Addendum will be issued 24 Hours from Bid Closing.
- .2 Bidders may prior to the Closing Date and Time, be advised in writing by Addenda of required interpretation of, additions to, deletions from, corrections to, changes to, or alterations to requirements of the Bid Documents. All Addenda shall become an integral part of the Bid Documents and shall be allowed for and taken into account in arriving at the Bid Prices.

1.21 INQUIRIES

- .1 Bidders shall direct all inquiries regarding the Bid Documents, in writing, up until 11:59 PM EDT, Thursday March 23, 2017. Any interpretation, addition, deletion, correction, change or alteration in the Bid Documents will be made by Addendum. Interpretations, additions, deletions, corrections, changes or alterations in the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such.
- .2 Questions concerning Bid Documents shall be submitted to the Consultant at the following email address:
 - .1 2017communicationsdirector@gmail.com

1.22 DOCUMENTS FOR BIDDING

- .1 Copies of the Bid Documents for bidding purposes will be issued in entire sets only to registered contractors (teams).
- .2 Sets of the Bid Documents are obtained through the online Plans Room at <http://www.infinitesource.com/planroom/tcic>. Printing is the bidder's responsibility.
- .3 Destroy Bid Documents after Bidding. Do not return Bid Documents to Consultant.

1.23 BID SECURITY

- .1 All bidders shall submit with the Bid Form a bid bond for 10% of the Bid Price. The requirements of the bid bond as described in the Bid Form. Any bid submitted without a bid bond as provided for in this section will be non-compliant.

1.24 BONDS

- .1 A Performance Bond and Labour and Material Payment Bond each for 50% of the Bid Price shall be provided by the successful bidder, the cost of which shall be included in the Bid Price, in accordance with Article GC 11.2 of the General Conditions of the Contract.

1.24 CONSENT OF SURETY

- .1 All bidders shall submit with the Bid Form a Consent of Surety (Agreement to Bond) issued by one of the approved surety companies listed in the Bid Documents undertaking to issue a fifty percent (50%) Performance Bond and a fifty percent (50%) Labour and Material Payment Bond to the

bidder for the Project. Any bid submitted without Consent of Surety (Agreement to Bond) as provided for in this section will be non-compliant. Confirmation of the Surety Company will be sent in a future addendum.

1.25 CONFIRMATION OF COMPLETION TIME

- .1 Each bidder will confirm in its bid that it can achieve Substantial Performance of the Work by the Date outlined in this section. Construction duration shall be inclusive of all statutory and non-statutory holidays, weekends and vacations. Timely completion of the Work is critical to the Owner. Where a bidder stipulates a Contract Time, which is greater than the number of calendar months stated in this paragraph 1.25, its bid, at the sole discretion of the Owner, may be rejected as non-compliant.

Construction Start: May 15, 2017.

Construction End: November 5, 2018

1.26 COST OF PREPARATION

- .1 Each bidder shall be solely responsible for all of its cost and other expenses in respect of preparing and submitting its bid.

1.27 WITHDRAWAL OR REVISION OF BIDS

- .1 Bidders may withdraw a previously submitted bid at any time prior to closing. The withdrawn bid is reset to "draft" mode, where it can be edited and re-submitted. This bid can be withdrawn and re-submitted any number of times prior to the bid closing time.

1.28 TAXES

- .1 Refer to the Bid Form and the General Conditions of the Contract, as amended by Supplementary Conditions of the Contract, regarding inclusion of taxes. The HST (13% tax) is not to be considered an applicable tax for the purpose of this Contract. Bidders shall therefore not include any amount in their bid prices for the HST. The successful Contractor shall bill the Owner, upon each progress payment certification; the appropriate amount of HST the Owner is legally obliged to pay. This amount will be paid to the Contractor in addition to the amount certified for payment under the Contract and will therefore not affect the Bid Price.

1.29 DISPUTES

- .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 sole discretion, may refer the dispute to a confidential arbitration before a single arbitrator with knowledge of procurement/bidding law and practice at Brockville, Ontario. 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.
- .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.

- .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.
- .4 A list of Compliant Bidders will be identified on April 05 at 3:00PM EDT.

Participating Bidders will have up to 48 hours to dispute the compliancy results. Failure to notify the Executive Committee within 48 hours will result in the Executive Committee's verdict to prevail. Appeals after the deadline are not considered.

1.30 LIMITATIONS

- .1 Except as expressly and specifically permitted in these Instructions to Bidders, no bidder shall have any claim for any compensation or damages of any kind whatsoever as a result of participating in this bid process or as a result of the Owner's actions in awarding or not awarding a contract and by submitting a bid, each Bidder shall be deemed to have agreed that it has no claim against the Owner.

END OF SECTION 00 21 13