

1. FORM OF TENDER

NAME OF ARCHITECT

1.1. TENDER INFORMATION

NAME OF BIDDER: _____

DATE OF CLOSE OF TENDER: _____ TENDER DATE

NAME OF PROJECT: _____ PROJECT NAME

TO: Ms Beth Bjarnason
Superintendent of Planning and Operations
Dufferin-Peel Catholic District School Board
40 Matheson Boulevard West, Mississauga ON L5R 1C5

1.2. EXAMINATION OF TENDER DOCUMENTS

Dear Ms Bjarnason:

Having carefully examined all of the drawings (architectural, landscaping, [if included] structural, mechanical, sprinkler, [if included] and electrical), and having carefully examined the Instructions to Bidders, the CCDC - 2 2008 Stipulated Price Contract, General Instructions and Supplementary General Conditions to CCDC - 2 2008 and all of the attached Specifications; including Addenda numbered as follows:

_____ .

and

Having visited the Place of Work, investigated and examined all conditions affecting the Work, including Geotechnical and Environmental Soil Reports and Surveys;

1.3. BID PRICE

The undersigned, hereby offers to furnish all materials, labour, plant and equipment and to perform all duties and services called for by the ENTIRE WORK INCLUDING ALL TRADES for the project named above for the stipulated sum of:

_____ \$ _____

in lawful money of Canada, **excluding** Value Added Taxes (**HST**), but **including** all other applicable excise taxes, custom duties, Insurances, freight exchange and all other charges.

1.4. CONTINGENCY AND CASH ALLOWANCES

The Bid Price **does not include** Contingency Allowance.

The Bid Price does include a Total Cash Allowance as identified in the Contract Documents.

Value Added Taxes (**HST**) on the Total Cash Allowance are **NOT TO BE INCLUDED** in the Tender Amount.

1.5. MECHANICAL AND ELECTRICAL SUB-CONTRACTORS

The above noted Bid Price includes the Bid of the following Mechanical and Electrical Sub-Contractors, whose Bids have been received directly by the undersigned and with whom the undersigned is prepared to execute formal agreements to perform the mechanical and electrical Work on this project.

1.5.1. Mechanical Bid (Includes "Controls")

Name of Mech. Sub-Contractor: _____

Amount of Bid: \$ _____ (**excluding HST.**)

1.5.2. Electrical Bid

Name of Electr. Sub-Contractor: _____

Amount of Bid: \$ _____ (**excluding HST.**)

The undersigned acknowledges that each Sub-Contractor named above is an independent Sub-Contractor. The undersigned also warrants that the undersigned has received Agreement to Bond from each of the Sub-Contractors named above.

1.6. BID VALIDITY

1.6.1. The undersigned is submitting a valid tender and will enter into a formal contract if the undersigned is notified in writing of the acceptance of the undersigned's Bid Price by THE BOARD within (**one hundred and twenty [120] - TBD**) calendar days from the closing of the tender.

1.7. BID BOND AND AGREEMENT TO BOND

- 1.7.1. The undersigned enclose s a *Bid Bond* in the amount of \$ XXXXX.XX made out in the name of the Dufferin-Peel Catholic District School Board, as well as an *Agreement to Bond* from an approved Bonding Company stating that the Bonding Company will issue a XXX% *Performance Bond* and a XXX% *Labour and Material Payment Bond*, if the undersigned's submitted Bid Price is successful and the Board awards the Contract to the undersigned.
- 1.7.2. The undersigned acknowledges and will comply with the special provisions specified with respect to the wording and/or conditions under which the *Performance Bond* may be invoked and remain in force as a *Maintenance Bond*. The special conditions are specified in the enclosed ***Instructions to Bidders*** and documented in the enclosed ***Supplementary General Conditions to CCDC-2 2008***.
- 1.7.3. The undersigned acknowledges and will comply with the terms and conditions of the ***Project Occupancy Requirements*** as outlined in the enclosed ***Supplementary General Conditions to CCDC 2 2008***.
- 1.7.4. The undersigned acknowledges and will comply with all the terms and conditions of the ***Stipulated Price Contract, CCDC-2 2008*** and the amendments as outlined in the ***Supplementary General Conditions to CCDC-2 2008*** The undersigned further agrees that *The Schedule of Values* shall provide for the establishment of a **RESERVE FUND** which shall be in addition to any required construction lien holdback, and accrued funds shall be subject to claims by the Board.
- 1.7.5. The undersigned agrees and acknowledges the Bid Submission Deadline Time(s) as set forth in Document XXXX - ***Instructions to Bidders***. The undersigned agrees to provide, as required, all submissions, duly signed and executed.
- 1.7.6. The undersigned has included an *Agreement to Bond*, from an approved Bonding Company stating that the Bonding Company will provide a *Performance Bond and Labour and Material Payment Bonds*, as specified in the ***Instructions to Bidders***.

1.8. UNDERTAKING

- 1.8.1. The undersigned solemnly undertakes, as an integral part of the undersigned's proposal and Bid Submission to:
- 1.8.1.1. Have the building substantially complete to meet requirements of OAA/OGCA Document 100, Construction Lien Act (Latest Amendments) and occupancy approval of all Authorities Having Jurisdiction by Day, Month, Year.

1.8.1.2. Have the entire building totally complete by Day, Month, Year.

1.8.2. The undersigned confirms that all appropriate costs, such as winter heat, frost breaking, inclement weather protection, and all overtime costs for all trades to meet the aforementioned schedule, have been included in the Bid Price to achieve these dates.

1.9. COMMENCEMENT OF WORK

1.9.1. The undersigned, if notified of the acceptance of this Bid Submission, via a *Letter of Intent* issued by the Board, will sign, seal and deliver the Contract Documents and will proceed with construction of the Work within two (2) weeks of receiving instructions to commence Work.

1.10. DECLARATION OF NO-CONFLICT

1.10.1. The undersigned hereby declares that this Bid Submission is made in good faith and without any connection, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid Submission for the same work and is, in all respects, fair and without collusion with any other bidder for this Contract, and without fraud.

1.10.2. The undersigned also represents and warrants that, to the best of the undersigned's knowledge and belief, no actual or potential conflict of interest exists with respect to the submissions of this bid Submission or performance of the Contract other than those disclosed hereunder.

1.10.3. The undersigned confirms that, where the Board discovers that the undersigned has failed to disclose all actual or potential conflicts of interest, the Board may disqualify the undersigned or terminate any Contract awarded to the undersigned pursuant to the Tender process.

1.10.4. The undersigned understands that, for the purposes hereof, "conflict of interest" also includes:

1.10.4.1. In relation to the Tender process, the undersigned has an unfair advantage or engages in conduct, directly or indirectly, that may give the undersigned an unfair advantage, including:

- a) having or having access to information in the preparation of the undersigned's proposal that is confidential to the Board and not available to other bidders;
- b) communicating with any person with a view to influencing preferred treatment in the Tender process; or.

- c) engaging in conduct that compromises or could be seen to compromise the integrity of the open and competitive process and render that process non-competitive and unfair; or,
- 1.10.4.2. in relation to the performance of its contractual obligations in Board contract, the undersigned's other commitments, relationships or financial interests:
- a) could or could be perceived to exercise an improper influence over the objective, unbiased and impartial exercise of the Board's independent judgment; or,
 - b) could or could be perceived to compromise, impair or be Incompatible with the effective performance of the undersigned's contractual obligations.

1.11. MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 1.11.1. This Bid Submission and supporting documentation shall become the property of the Board. Information in a Tender is subject to potential disclosure to third parties after the award, in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990 ("MFOIPOP").
- 1.11.2. The undersigned acknowledges that any personal or confidential information which the Bidders provide is being collected and will be used exclusively for the purposes of analyzing, evaluating and assessing the Bid Submission as submitted.
- 1.11.3. Any information a Bidder wishes to identify as proprietary and have maintained as confidential, excluding unit pricing information as well as the total dollar value of the Bid Submission, must be clearly identified as such, and any proposed restrictions on disclosures specified.
- 1.11.4. For the purposes of a report to the Trustees of the Board, pricing information as well as the total dollar value of the Bid Submission may be reported in a public report and will not be considered confidential.
- 1.11.5. In addition, the Board may be ordered by the Information and Privacy Commissioner under the provisions of MFOIPOP to disclose additional information identified by a Bidder as proprietary and confidential.

1.12. SIGNING OF TENDER

The undersigned is submitting this Bid Price Tender under a Corporate Seal as a Limited Company or witnessed as an individual, or Partnership.

PRINT COMPANY NAME: _____

PRINT NAME OF CONTACT PERSON REGARDING THIS TENDER: _____

PRINT NAME OF SIGNING OFFICER: _____

PRINT TITLE OF SIGNING OFFICER: _____

PRINT ADDRESS OF FIRM: _____

PRINT PHONE NUMBER OF FIRM: _____

SIGNATURE OF SIGNING OFFICER: _____

SIGNATURE OF WITNESS: _____

PRINT NAME OF WITNESS: _____

DATED AT _____ THIS _____ DAY OF _____ 201 .

CORPORATE SEAL:

END OF FORM OF TENDER

LATEST REVISION IN GREEN FONT

ISSUED:	NOVEMBER 2007	REVISION 1:	APRIL 2008
REVISION 2:	MARCH 2009	REVISION 3:	NOVEMBER 2009
REVISION 4:	DECEMBER 2010	VALUE ADDED TAX (HST)	JUNE 2010