Request for Tenders

For Goods & Services

***For***

General Contracting Services, Cafeteria Renovation,

Kingston Campus



St. Lawrence College

2288 Parkedale Avenue

Brockville, Ontario, Canada, K6V 5X3

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1. - **Introduction**
   1. General
      1. Theeducational institution(s) set out in the RFT Data Sheet (the “**College**”) is issuing the RFT Documents to retain a vendor/service provider to provide the work briefly described in the RFT Data Sheet and set out in the Draft Agreement (the “**Work**”) at the location described in the RFT Data Sheet (the “**Site**”). The RFT number is set out in the RFT Data Sheet (the “**RFT Number**”).
      2. The College intends to award the final agreement that will be entered into pursuant to the RFT Process (the “**Final Agreement**”) through an open, fair and competitive RFT process. The RFT competition will be open either to,
         1. any Person described in RFT Section 3.16(2),
         2. if a prequalification has taken place, only those entities that are prequalified to submit a Tender as specified in the RFT Data Sheet (the “**Prequalified Parties**”; or
         3. only those entities that have been invited to submit a Tender as specified in the RFT Data Sheet,

as applicable. In the RFT Documents, Persons that submit a tender (the “**Tender**”) in response to the RFT Process are referred to as “**Tenderers**”. The Person or Persons that are selected to be awarded the Work are referred to as the “**Successful Tenderer(s)**”. For ease of reference, prospective tenderers, whether or not they submit a response to the RFT Process, are also referred to as “Tenderers”.

* + 1. The process to select the Successful Tenderers to carry out the Work will commence with the issuance of the RFT Documents and will terminate when the College selects the Successful Tenderer or Successful Tenderers (the “**RFT Process**”).
  1. Contact Person
     1. Except as set out in RFT Section 3.5,the Tenderers are required to submit all questions and other communications regarding the RFT Documents, the RFT Process and their Tenders in writing to the contact person named in the RFT Data Sheet (the “**Contact Person**”) using the communication method specified in the RFT Data Sheet. During the RFT Process, Tenderers may contact the College only through the Contact Person.
  2. Tenderer Representatives
     1. All correspondence from the College to a Tenderer will be sent to the person identified by the Tenderer to receive information and notices on behalf of the Tenderer (the “**Tenderer Representative**”). Each Tenderer will provide the Contact Person with the name and contact information of the Tenderer’s Tenderer Representative in writing. Each Tenderer is solely responsible to ensure that all contact information of the Tenderer Representative is accurate and updated at all times during the RFT Process. Tenderers may update or revise their Tenderer Representatives’ information by notifying the Contact Person, in writing.

1. - **The RFT Documents**
   1. Request for Tenders Documents
      1. The Request for Tenders documents (the “**RFT Documents**”) are:
         1. the Request for Tenders (the “**RFT**”);
         2. Schedule A – RFT Data Sheet;
         3. Schedule B – Tender Submission Form;
         4. Schedule C – Conflict of Interest Declaration;
         5. Schedule D – Price Schedules;
         6. Schedule E – Request for Information Form;
         7. Schedule F – Draft Agreement (including all related schedules, appendices and attachments thereto) (the “**Draft Agreement**”); and
         8. Addenda to the RFT Documents, if any.
      2. The Tenderers are instructed to read the RFT Documents as a whole. The Schedules and Addenda, if any, constitute an integral part of this RFT and are incorporated by reference.
      3. The College may also provide Tenderers with background information (the “**Background Information**”). Whether or not Background Information will be provided to the Tenderers is noted in the RFT Data Sheet. Documents containing Background Information are not RFT Documents and do not amend the RFT Documents. Background Information is provided only for the convenience of Tenderers.
   2. Distribution of Documents to Tenderers
      1. Except as provided in RFT Section 2.2(2), the College will circulate this RFT and all other RFT Documents, including Addenda, as well as any Notices, using the method specified in the RFT Data Sheet. The College will circulate responses to RFIs using the method specified for RFI responses in the RFT Data Sheet. If the College chooses to notify Tenderer Representatives that documents have been circulated or posted, as applicable, such notification is a courtesy only and Tenderers are solely responsible to ensure that they have reviewed all documents in accordance with RFT Section 2.2(3) and, in particular, have reviewed all documents circulated or posted immediately prior to submitting Tenders.
      2. If a Tenderer requires the RFT Documents in paper copy, the Tenderer may submit a request to the Contact Person, along with a reason for why the Tenderer requires the RFT Documents in paper copy. Following consideration of the Tenderer’s request, the College may, in its sole discretion, choose to circulate RFT Documents in paper copy to the Tenderer who made the request.
      3. The College may add, delete or amend documents circulated pursuant to RFT Section 2.2(1) at any time. Each Tenderer is solely responsible to ensure that it:
         1. notifies the Contact Person if the Tenderer is having difficulty viewing the RFT Documents, Addenda, Notices or responses to RFIs;
         2. has the appropriate software which allows the Tenderer to access and download RFT Documents, Notices, Addenda, and responses to RFIs; and
         3. checks frequently for the addition, deletion or amendment of RFT Documents, Notices, Addenda and responses to RFIs and, at all times during the RFT Process, keeps itself informed of and takes into account the most current RFT Documents, Notices, Addenda and responses to RFIs.
   3. Tenderer Investigations
      1. Each Tenderer is solely responsible, at its own cost and expense, to carry out its own independent research and due diligence and to perform any other investigations, including seeking independent advice, considered necessary by the Tenderer to satisfy itself as to all existing conditions affecting the Work or the Draft Agreement. The Tenderers’ obligations set out in this RFT Section 2.3 apply irrespective of any information contained in the RFT Documents or in any responses to RFIs. The Tenderers’ obligation to carry out independent research, investigations, due diligence or to seek independent advice or, if applicable, their ability to rely on information provided by the College is more particularly set out in the Draft Agreement.
      2. Except as may be expressly provided in the Draft Agreement, the College does not represent or warrant the accuracy or completeness of any information that is set out in the RFT Documents or of any other background or reference information or documents prepared by the College or by third parties and which may be made available to Tenderers by or through the College. Tenderers will make such independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information as any use of or reliance by Tenderers on any and all such information will be at the Tenderers’ sole risk and without recourse against the College.
2. - **The RFT Process**
   1. RFT Process Timetable
      1. The deadline for the submission of Tenders (the “**Submission Deadline**”) and the general timetable for the RFT Process (the “**Timetable**”) are set out in the RFT Data Sheet.
      2. The College may, without liability, cost or penalty and in its sole discretion amend the Timetable,
         1. for matters that are to take place on or before the Submission Deadline, at any time prior to the Submission Deadline; and
         2. for matters that are to take place after the Submission Deadline, at any time during the RFT Process.
      3. If the College extends the Submission Deadline, all obligations of Tenderers will thereafter be subject to the extended deadline.
      4. In the event of any conflict, inconsistency or ambiguity between the deadlines set out in the Timetable and any deadline or countdown set out or displayed on the E-Tendering Site**,** the deadlines set out in the Timetable will govern.
   2. Requests for Information
      1. In addition to the requirement set out in RFT Section 1.2, the following rules will apply to Tenderers when submitting questions or requests for clarifications or information (“**RFIs**”) to the College during the RFT Process:
         1. Tenderers are required to submit all RFIs to the Contact Person using the method specified in the RFT Data Sheet,in the form set out in Schedule E – Request for Information Form, and in accordance with the deadlines set out in the Timetable.;
         2. Tenderers are permitted to submit RFIs categorized as follows:
            1. RFIs that are of general application and that would apply to other Tenderers (“**General RFIs**”); and
            2. RFIs that the Tenderer considers to be commercially sensitive or confidential to that particular Tenderer (“**Commercially Confidential RFIs**”);
         3. If the College disagrees with the Tenderer’s categorization of an RFI as a Commercially Confidential RFI, the College will give the Tenderer an opportunity to either categorize the RFI as a General RFI or to withdraw the RFI;
         4. If the College determines, in its sole discretion, that a Commercially Confidential RFI, even if it is withdrawn by a Tenderer, is of general application or would provide a significant clarification of the RFT Documents or RFT Process to Tenderers, the College may issue a clarification to Tenderers that deals with the same subject matter as the withdrawn Commercially Confidential RFI; and
         5. If the College agrees with the Tenderer’s categorization of a Commercially Confidential RFI, then the College will provide a response to that RFI to only the Tenderer that submitted the RFI.
      2. The College will respond to RFIs in accordance with the schedule set out in the Timetable. The College may, in its sole discretion, distribute responses to RFIs of a minor or administrative nature to only the Tenderer who submitted the minor or administrative RFI.
      3. Responses to RFIs prepared and circulated by the College are not RFT Documents and do not amend the RFT Documents. If, in the College’s sole discretion, responses to RFIs require an amendment to the RFT Documents, such amendment will be prepared and circulated by Addendum in accordance with RFT Section 3.4. Only a response to an RFI that has been incorporated into or issued as an Addendum will modify or amend the RFT Documents and, otherwise, responses to RFIs will have no force or effect whatsoever and will not be relied upon by any Tenderer.
      4. It is the Tenderer’s obligation to seek clarification from the College of any matter it considers to be unclear in accordance with this RFT Section 3.2. The College is not responsible in any way whatsoever for any misunderstanding by the Tenderer of the RFT Documents, responses to RFIs, any documents circulated or posted for Tenderers or any other type of information provided by or communication made by the College or any third party.
   3. Notices
      1. The College may, in its sole discretion, issue Notices to Tenderers, distributed in accordance with RFT Section 2.2(1), for the purpose of communicating on issues of importance to the RFT Process. Such Notices are not RFT Documents and do not amend the RFT Documents.
   4. Addenda/Changes to the RFT Documents
      1. The College may, in its sole discretion, amend or supplement the RFT Documents prior to the Submission Deadline. The College will issue changes to the RFT Documents by Addenda distributed in accordance with RFT Section 2.2(1) only. No other statement, whether oral or written, made by the College or the College’s Advisors, including, for clarity, the Contact Person, or any other person, will amend the RFT Documents. The approximate final date that the College will issue an Addendum in respect of the Draft Agreement is set out in the Timetable, however, the College may issue other Addenda at any time.
      2. The Tenderer is solely responsible to ensure that it has received all Addenda issued by the College. Tenderers may, in writing, seek confirmation of the number of Addenda issued pursuant to the RFT Documents from the Contact Person.
   5. Site Tour and Pre-Tender Meeting
      1. The College may, in its sole discretion, conduct either a tour of the applicable Site or Sites of the Work (“**Site Tour**”) or a pre-Tender information meeting (“**Pre-Tender Meeting**”), or both, prior to the Submission Deadline.
      2. Whether the Site Tour and Pre-Tender Meeting will be held is set out in the RFT Data Sheet. If the College holds a Site Tour or a Pre-Tender Meeting, the College strongly encourages Tenderers to have a representative present. The College will not conduct additional Site Tours for Tenderers that fail to attend the planned Site Tour or additional Pre-Tender Meetings for Tenderers that fail to attend the Pre-Tender Meeting. The location and particulars with respect to the Site Tour and Pre-Tender Meeting are set out in the RFT Data Sheet.
      3. Tenderers will observe all health and safety requirements during Site Tours. The minimum health and safety requirements for Tenderers attending the Site Tour are set out in the RFT Data Sheet. Tenderers acknowledge that the Tenderer, its employees and its representatives attend Site Tours at their own risk.
      4. No statement, consent, waiver, acceptance, approval or anything else said or done in any Site Tour or Pre-Tender Meeting by the College or its Advisors will amend or waive any provision of the RFT Documents, or be binding on the College or be relied upon in any way by Tenderers or their Advisors, except when and only to the extent expressly confirmed in an Addendum to the RFT Documents issued in accordance with RFT Section 3.4, provided that the College will not be under any obligation to confirm any information by Addendum.
   6. Prohibited Contacts
      1. Tenderers and their respective Advisors, employees and representatives are prohibited from engaging in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of the RFT Process.
      2. Without limiting the generality of RFT Section 3.6(1), neither Tenderers nor any of their respective Advisors, employees or representatives will contact or attempt to contact, either directly or indirectly, at any time during the RFT Process, any of the following Persons on matters related to the RFT Process, the RFT Documents, or their Tenders:
         1. any Advisor to the College;
         2. any employee or representative of,
            1. the College; or
            2. any other Person listed in the RFT Data Sheet; or
         3. any directors, officers, employees, agents, representatives or consultants of any entity listed in RFT Sections 3.6(2)(a)and 3.6(2)(b), including any member of the College Board of Governors or employee of Browns Fine Foods.
      3. If a Tenderer or any of its respective Advisors, employees or representatives, in the opinion of the College, contravenes RFT Section 3.6(1) or RFT Section 3.6(2), the College may, in its sole discretion,
         1. take any action in accordance with RFT Section 6.3; or
         2. impose conditions on the Tenderer’s continued participation in the RFT Process that the College considers, in its sole discretion, to be appropriate.

For clarity, the College is not obliged to take the actions set out in this RFT Section 3.6(3).

* + 1. The Tenderer and its respective Advisors will,
       1. no later than the date set out in the Timetable, disclose all information in respect of Work which the Tenderer or its respective Advisors have generated or have available to them as a result of work carried out by the Tenderer or its respective Advisors, for the College in respect of, or in anticipation of the Work; and
       2. at the request of the College, provide a director’s or officer’s certificate confirming that the requirements of RFT Section 3.6(4)(a) have been complied with by the Tenderer.

For clarity, the College may, in its sole discretion, circulate the information provided pursuant to RFT Section 3.6(4)(a) to other Tenderers and their respective Advisors. If any Tenderer becomes aware of relevant information of the type set out in RFT Section 3.6(4)(a) that has not been made available to all Tenderers, that Tenderer will disclose such information promptly to the Contact Person.

* 1. Ineligible Persons
     1. As a result of their involvement with respect to the Work, the Persons named as “**Ineligible Persons**” in the RFT Data Sheet, (collectively, “**Ineligible Persons**”) and their respective Advisors engaged in respect of the Work and, subject to RFT Section 3.7(2), any Person Controlled by, that Controls or that is under common Control with the Ineligible Persons (each an “**Ineligible Person’s Affiliate**”) are not eligible to participate as a Tenderer or Advisor to a Tenderer. The College may amend the Ineligible Persons list in the RFT Data Sheet from time to time during the RFT Process.
     2. An Ineligible Person’s Affiliate may be eligible to participate as a Tenderer or an Advisor to a Tenderer only after it has obtained written consent from the College permitting it to participate as a Tenderer or an Advisor to a Tenderer. The College will, in its sole discretion, make a determination as to whether the College considers there to be a perceived, potential or actual Conflict of Interest and whether the impact of such perceived, potential or actual Conflict of Interest can be appropriately managed, mitigated or minimized.
  2. Media Releases, Public Disclosures and Public Announcements
     1. Tenderers are prohibited from, and will ensure that their Advisors are prohibited from, issuing or disseminating any media release, public announcement or public disclosure (whether for publication in the press, on the radio, television, internet or any other medium) that relates to the RFT Process, the RFT Documents or the Work or any matters related thereto, without the prior written consent of the College, which consent may be withheld in the College’s sole discretion.
     2. Neither the Tenderers nor any of their respective Advisors, will make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Tenderer or Tender or to publicly promote or advertise their own qualifications, interest in or participation in the RFT Process without the College’s prior written consent, which consent may be withheld in the College’s sole discretion.
     3. For the purpose of greater clarity, RFT Section 3.8(2) does not prohibit disclosures necessary to permit the Tenderer to discuss the Work with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors’ participation with respect to the Work.
  3. Restrictions on Communications between Tenderers – No Collusion
     1. Neither a Tenderer nor its respective Advisors or representatives will discuss or communicate, directly or indirectly, with any other Tenderer (or such Tenderer’s respective Advisors or representatives), any information whatsoever regarding the preparation of its own Tender or the Tender of any other Tenderer in a fashion that would contravene Governing Law. Tenderers are required to prepare and submit Tenders independently and without any connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Tenderer.
  4. Disclosure of Tender Information
     1. The Tenderer agrees that the College may, in its sole discretion, disclose to the public,
        1. the name and address of the Tenderer;
        2. the Tenderer’s Total Tender Price;
        3. the ranking of the Tenderer after evaluation of its Tender; and
        4. whether the Tenderer’s Tender was compliant in accordance with RFT Section 6.1 and the basis for any failure to comply.
     2. Tenderers are advised that the College may be required to disclose the RFT Documents and a part or parts of any Tender pursuant to the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time (“**FIPPA**”) or in order to comply with the College’s policies or other Governing Law.
     3. Subject to the provisions of FIPPA, the College will use commercially reasonable efforts to safeguard the confidentiality of any information identified by the Tenderer as confidential but will not be liable in any way whatsoever to any Tenderer if such information is disclosed based on an order or decision of the Information and Privacy Commissioner, or otherwise as required under Governing Law. Tenderers are strongly advised to consult their own legal Advisors as to the appropriate way in which confidential or proprietary business information should be marked as such in their Tenders.
     4. Tenderers are advised that the College will not hold a public opening of Tenders.
  5. Confidential Information
     1. For the purpose of this RFT Process, “**Confidential Information**” means all material, data, information or any item in any form, whether oral or written, including in electronic or hard-copy format, supplied by, obtained from or otherwise provided by the College or the College’s Advisors, in connection with the RFT Process, the RFT Documents or the Work, whether supplied, obtained from or provided before or after the RFT Process.
     2. The Tenderer agrees that all Confidential Information:
        1. will remain the sole property of the College and the Tenderer will treat it as confidential;
        2. will not be used by the Tenderer for any purpose other than developing and submitting a Tender in response to this RFT Process, or the performance of any subsequent agreement relating to the Work with the College;
        3. will not be disclosed by the Tenderer to any Person who is not involved in the Tenderer’s preparation of its Tender, or the performance of any subsequent agreement relating to the Work with the College, without prior written consent of the College, in its sole discretion;
        4. will not be used in any way detrimental to the College; and
        5. if requested by the College, all Confidential Information will be destroyed by the Tenderers no later than 10 Business Days after that request.
     3. Each Tenderer will be responsible for any breach of the provisions of this RFT Section 3.11 by any Person to whom it discloses the Confidential Information including, for clarity, the Tenderer’s Advisors. Each Tenderer will indemnify the College and each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives and save each of them fully harmless from and against any and all loss, cost, damage, expense, fine, suit, claim, penalty, demand, action, obligation and liability of any kind or nature (including, without limitation, professional fees on a full indemnity basis) suffered or incurred by any of them arising as a result of or in connection with any breach of any of the provisions of this RFT Section 3.11 by the Tenderer or by any Person to whom the Tenderer has disclosed the Confidential Information. Each Tenderer agrees that the College acts as trustee for each of its Advisors and related entities and each of their respective directors, officers, consultants, employees, agents and representatives with respect to all rights contemplated hereunder arising in favour of an Advisor, a related entity or any of their respective directors, officers, consultants, employees, agents or representatives and that the College has agreed to accept such trust and hold and enforce such rights on behalf of each such Advisor or related entity and each of their respective directors, officers, consultants, employees, agents and representatives.
     4. Each Tenderer acknowledges and agrees that a breach of the provisions of this RFT Section 3.11 would cause the College, its Advisors, and its related entities to suffer loss that could not be adequately compensated by damages, and that the College and its Advisors and related entities may, in addition to any other remedy or relief, enforce any of the provisions of this RFT Section 3.11 upon application to a court of competent jurisdiction without proof of actual damage to the College, its Advisors, or its related entities.
     5. Notwithstanding anything else to the contrary in the RFT Documents, the provisions of this RFT Section 3.11 will survive any cancellation of this RFT Process and the conclusion of the RFT Process and, for greater clarity, will be legally binding on all Tenderers, whether or not a Tenderer submits a Tender.
     6. The confidentiality obligations of the Tenderer will not apply to any information which falls within the following exceptions:
        1. information that is lawfully in the public domain at the time of first disclosure to the Tenderer, or which, after disclosure to the Tenderer, becomes part of the public domain other than by a breach of the Tenderer’s confidentiality obligations or by any act or fault of the Tenderer;
        2. information which was in the Tenderer’s possession prior to its disclosure to the Tenderer by the College, and provided that it was not acquired by the Tenderer under an obligation of confidence; or
        3. information which was lawfully obtained by the Tenderer from a third party without restriction of disclosure, provided such third party was at the time of disclosure under no obligation of secrecy with respect to such information.
  6. Confidentiality Agreements
     1. If specified in the RFT Data Sheet, the Tenderer will cause each of its representatives and Advisors who are in receipt of Confidential Information, to execute and deliver to the College a confidentiality agreement in a form prescribed by and with terms and conditions acceptable to the College, in its sole discretion, by the deadline set out in the Timetable. Tenderers are advised that they will not be provided with responses to RFIs, and that they will not be permitted to attend a Pre-Tender Meeting or Site Tour, unless and until they comply with this RFT Section 3.12.
  7. Copyright and Use of Information in Tenders
     1. Tenderers will not use or incorporate into their Tenders any concepts, products or processes which are subject to copyright, patents, trademarks or other intellectual property rights of third parties unless Tenderers have, or will procure through licensing without cost to the College, the right to use and employ such concepts, products and processes in and for the Work.
     2. All requirements, designs, documents, plans and information supplied by the College to the Tenderers in connection with this RFT Process are and will remain the property of the College. Upon request of the College, all such designs, documents, plans and information (and any copies thereof in any format or medium created by or on behalf of the Tenderer) must be destroyed.
     3. The Tenderer will grant to the College a non-exclusive, perpetual, irrevocable, world-wide, fully paid and royalty free licence (fully assignable without the consent of the Tenderer and with the right to sub-licence without the consent of the Tenderer) to use the Tender Information for the purposes of evaluation of Tenders and the negotiation and execution of any Final Agreement (the “**Tender Information Licence**”). Under no circumstances will the Tenderer, except the counterparty to the College in the Final Agreement in relation to the Work, be liable to the College or to any other Person for any damages, losses, costs, expenses, claims or actions whatsoever arising directly or indirectly from the use of the Tender Information pursuant to the Tender Information Licence.
     4. For the purposes of this RFT Section 3.13, “**Tender Information**” includes all information contained in a Tender or which is disclosed by or through a Tenderer to the College during the evaluation of Tenders or during the process of executing any Final Agreement and any and all ideas, concepts, products, alternatives, processes, recommendations and suggestions developed by or through a Tenderer and revealed to or discovered by the College, including any and all those which may be connected in any way to the preparation, submission, review or negotiation of any Tender or the Draft Agreement.
     5. Tenderers will ensure that all intellectual property rights associated with any and all of the Tender Information (including copyright and moral rights but excluding patent rights) provide for and give the College the rights set out in this RFT Section 3.13. It is expressly understood and agreed that any actual or purported restriction in the future on the ability of the College to use any of the Tender Information as contemplated in this RFT Section 3.13, or anything else obtained by or through Tenderers, will be unenforceable as against the College and each of their respective Advisors, and that the provisions of this RFT Section 3.13 will take precedence and govern.
  8. Governing Law and Attornment
     1. The RFT Documents and any Final Agreement will be governed and construed in accordance with Governing Law.
     2. The Tenderer agrees that,
        1. any action or proceeding relating to this RFT Process will be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose each Tenderer and the College irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;
        2. it irrevocably waives any right to and will not oppose any Ontario action or proceeding relating to this RFT Process on any jurisdictional basis, including *forum non conveniens*; and
        3. it will not oppose the enforcement against it, in any other jurisdiction, of any judgment or order duly obtained from an Ontario court as contemplated by this RFT Section 3.14(2).
  9. Licences and Permits
     1. If a Tenderer is required by the Governing Law to hold or obtain a licence, permit, consent or authorization to carry on an activity contemplated in its Tender, neither acceptance of the Tender nor execution of the Final Agreement will be considered to be approval by the College of carrying on such activity without the requisite licence, permit, consent or authorization.
  10. Entities Permitted to Submit Tenders
      1. If a prequalification process has preceded the RFT Process, subject to RFT Section 3.18, only the Prequalified Parties are eligible to participate in the RFT Process. The prequalification documents submitted by each Prequalified Party in the prequalification process that preceded the RFT Process are referred to as a Prequalified Party’s “**Prequalification Submission**”.
      2. If a prequalification process has not preceded the RFT Process, a Tender may be submitted by:
         1. a single Person as the Tenderer;
         2. a collection of Persons as the Tenderer (a “**Joint Venture Tenderer**” and each Person being a “**Joint Venture Participant**”); or
         3. a prime contractor and subcontractors.
      3. Where a Tender is submitted by a prime contractor and subcontractors, the prime contractor shall submit a Tender on its own behalf and on behalf of its subcontractors and the prime contractor shall be responsible for ensuring its subcontractors perform their obligations under the Final Agreement.
  11. Tenderers’ Costs
      1. The Tenderer will bear all costs and expenses incurred by the Tenderer relating to any aspect of its participation in this RFT Process.
      2. In no event will the College be liable to pay any costs or expenses or to reimburse or compensate a Tenderer under any circumstances, regardless of the conduct or outcome of the RFT Process.
  12. Changes to Tenderers
      1. If a prequalification process has preceded the RFT Process, during the RFT Process, a Tenderer will not permit a Prequalified Tenderer Change to the Tenderer or any Identified Tenderer Party without the prior written consent of the College. For the purposes of this RFT Section 3.18(1), a change of Control will exclude a change in ownership of any shares or units of ownership that are listed on a recognized stock exchange.
      2. If, prior to the Submission Deadline, there is a Prequalified Tenderer Change, the Tenderer will request the consent of the College by notifying the Contact Person in writing as soon as possible and, in any event, no later than seven days prior to the Submission Deadline. That notification will clearly identify the Prequalified Tenderer Change and provide details regarding the impact of the Prequalified Tenderer Change on the Tenderer or Identified Tenderer Party, as applicable. In addition, if the Prequalified Tenderer Change involves the proposed substitution of an Identified Tenderer Party, the Tenderer will include sufficient documentation to demonstrate that the proposed substitute would have met or exceeded any applicable criteria applied during the prequalification process that preceded the RFT Process.
      3. In response to a notification in accordance with RFT Section 3.18(2), the College may, in its sole discretion, provide the Tenderer with instructions as to the type of information required by the College to consider the Prequalified Tenderer Change as well as the deadlines for submission of information that the Tenderer must meet in order to have its request considered by the College. The Tenderer will provide any further documentation as may be reasonably requested by the College to assess the impact of the Prequalified Tenderer Change on the Tenderer and any Identified Tenderer Party, including, in the case of a proposed substitution, the acceptability of the proposed substitute. If the College, in its sole discretion, considers the Prequalified Tenderer Change to be acceptable, the College may consent to the Prequalified Tenderer Change. The College’s consent to the Prequalified Tenderer Change, however, may be subject to such terms and conditions as the College may require. In the case of a proposed substitution of an Identified Tenderer Party, if a Prequalified Tenderer Change is not acceptable to the College, the Tenderer may propose an alternate substitute for review by the College in the same manner as the first proposed substitute. The College may, in its sole discretion, accept a Prequalified Tenderer Change, subject to such terms and conditions as the College, in its sole discretion, may require, disallow any Prequalified Tenderer Change and may disqualify a Tenderer from further consideration in the RFT Process.
      4. In the case of a Prequalified Tenderer Change made by the Tenderer without consent by the College or a Prequalified Tenderer Change after the Submission Deadline, the College may, in its sole discretion, disqualify the Tenderer and terminate the Tenderer’s continued involvement in the RFT Process or allow the Tenderer to continue under such terms and conditions as the College, in its sole discretion, may require.
      5. Irrespective of whether a prequalification process has preceded the RFT Process,if, on or after the Submission Deadline and prior to execution of the Final Agreement, there is a Post-Submission Tenderer Change, then the Tenderer will promptly notify the College in writing to the Contact Person. In response to a notification in accordance with this RFT Section 3.18(5), the College may, in its sole discretion, provide the Tenderer with instructions as to the type of information required by the College to consider the Post-Submission Tenderer Change as well as the deadlines for submission of information that the Tenderer must meet in order to have its request considered by the College. The Tenderer will provide any further documentation as may be reasonably requested by the College to assess the impact of the Post-Submission Tenderer Change on the Tenderer, including in the case of a proposed substitution of a Joint Venture Participant, the acceptability of the proposed substitute. In the case of a proposed substitution, if a Post-Submission Tenderer Change is not acceptable to the College, the Tenderer may propose an alternate substitute for review by the College in the same manner as the first proposed substitute. The College may, in its sole discretion, refuse to accept a Post-Submission Tenderer Change that occurs or is requested by the Tenderer after the Submission Deadline and may, in its sole discretion, disqualify the Tenderer from continuing in the RFT Process.
      6. If, at any time prior to the execution of the Final Agreement, and notwithstanding any other provision in the RFT Documents, there is a change of Control of a Tenderer (the "**Acquiree**") by one of the other Tenderers (the "**Acquirer**"):
         1. the Acquiree will be immediately disqualified from further participation in this RFT Process; and
         2. the College may, in its sole discretion, allow the Acquirer to continue in the RFT Process, however, the College’s consent to continue may be subject to such terms and conditions as the College may require.
  13. Insurance and Workplace Safety during the RFT Process
      1. If, during the RFT Process, a Tenderer attends a Site Tour or Pre-Tender Meeting contemplated in the RFT Documents, such Tenderer represents and warrants that it has obtained and maintained sufficient insurance and has fulfilled any requirements with respect to workplace safety as required by Governing Law in order to attend such Site Tour or Pre-Tender Meeting.

1. - **Tender Content And Format**
   1. Format and Content of Tender
      1. Tenderers must prepare their Tenders in accordance with and in the content and format requirements set out in the RFT Data Sheet.
      2. If applicable, the maximum length of the Tender is set out in the RFT Data Sheet. The College may, in its sole discretion, not evaluate any pages of a Tender in excess of the page limit set out in the RFT Data Sheet, which may adversely affect the scoring of the Tender by the College.
      3. Tenderers are cautioned to review the provisions of the Draft Agreement with respect to pricing and compensation and will take all provisions into account when completing the Price Schedule.
   2. Tender Submission Form
      1. Each Tenderer will complete and execute the Tender Submission Form attached as Schedule B – Tender Submission Form.
      2. Each Tenderer will complete and submit any additional forms attached as appendices to Schedule B – Tender Submission Form.
   3. Bid Security
      1. If the Tenderer is required to deliver any form of bid security, the requirements will be set out in the RFT Data Sheet.
   4. Tender Pricing
      1. The Tenderer will include, in the price of its Tender (the “**Total Tender Price**”),
         1. all applicable federal, provincial and municipal taxes and duties in force or announced prior to the Submission Deadline, even if the effective date of those taxes or duties is after the Submission Deadline; and
         2. all costs and expenses as set out in the Draft Agreement, if set out in the RFT Data Sheet.
      2. All prices submitted by Tenderers will be in Canadian Dollars
   5. Joint Ventures and Parental Indemnities
      1. If the Tenderer is a joint venture, it must meet the additional requirements set out in Attachment 1 to the RFT Data Sheet.
      2. The College may, in its discretion, require a Tenderer that is a joint venture or a subsidiary company to submit a guarantee from its parent company (a “**Parental Guarantee**”) as a condition of award. If the College requires a Tenderer to submit a Parental Guarantee, the Tenderer will submit such Parental Guarantee in a form and substance acceptable to the College. The College may, in its sole discretion, also require parent companies of the entities forming the Joint Venture Tenderer to be parties to the Final Agreement.
   6. Conflict of Interest
      1. For the purposes of this RFT Process “**Conflict of Interest**” includes any situation or circumstance where a Tenderer or any of its Advisors, or any of the employees of a Tenderer or Tenderer Advisor engaged in the development or oversight of development of the Tenderer’s Tender (including for such employees in their personal capacities):
         1. has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
            1. could or could be seen to exercise an improper influence over the objective, unbiased and impartial exercise of the independent judgment by any personnel of the College or its Advisors; or
            2. could or could be seen to compromise, impair or be incompatible with the effective performance of a Tenderer’s obligations under the Draft Agreement if that Tenderer was determined to be a Successful Tenderer under the RFT Process;
         2. has contractual or other obligations to the College that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the RFT Process; or
         3. has knowledge of confidential information (other than Confidential Information) that,
            1. has been made available to the Tenderer or any of its Advisors by the College;
            2. is of strategic and/or material relevance to the RFT Process or to the Work; and
            3. is not available to other Tenderers and that could or could be seen to give the Tenderer an unfair competitive advantage.
      2. If a Tenderer believes that a Tenderer or a Person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Tender may have a perceived, potential or actual Conflict of Interest prior to the submission of a Tender, then that Tenderer is required to deliver to the Contact Person no later than the deadline set out in the Timetable a completed Schedule C of this RFT – Conflict of Interest Declaration, which will be used by the College in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Tenderer or any employee or Advisor of the College in respect of the Work. For clarity, all Tenderers are also required to submit updated and completed versions of Schedule C of this RFT – Conflict of Interest Declaration as part of their Tenders. Following submission of its Tender, if a Tenderer discovers any perceived, potential or actual Conflict of Interest, the Tenderer will promptly disclose such Conflict of Interest to the Contact Person.
      3. Tenderers are advised to review the College policies listed in the RFT Data Sheet and ensure that the Tenderer and its Advisors, as applicable, have complied with these policies and with any instructions from the College arising from the application of these policies. For clarity, Tenderers have an ongoing obligation to comply with this RFT Section 4.6(3) in addition to complying with the foregoing policies.
      4. At the request of the College, the Tenderer will provide the College with the Tenderer’s proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest. The Tenderer will submit any additional information to the College that the College considers necessary to properly assess the perceived, potential or actual Conflict of Interest.
      5. The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the College in its sole discretion. The College may, in its sole discretion,
         1. exclude any Tenderer or Tenderer’s Advisor on the grounds of Conflict of Interest;
         2. require the Tenderer or a Tenderer’s Advisor to substitute a new Person for the Person giving rise to the Conflict of Interest; and/or
         3. waive any and all perceived, potential or actual Conflicts of Interest of Tenderers or any of their respective Advisors, upon such terms and conditions as the College, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Tenderer to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the College, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.
      6. Without limitation to any other rights of the College hereunder, in order to ensure the integrity, openness and transparency of the RFT Process, the College may, in its sole discretion
         1. impose at any time on all Tenderers additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Tenderers; and
         2. require that any or all Tenderers at any time during the RFT Process provide the College with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Tenderer with such policies, processes and controls.
2. - **Tender Submission, Withdrawal And Modification**
   1. Submission of Tenders
      1. Each Tenderer is required to submit its Tender on the E-Tendering Site set out in the RFT Data Sheet at the link that is set out in the RFT Data Sheet before the Submission Deadline and in accordance with the requirements set out in this RFT Section 5.1.
      2. For the purpose of this RFT Process, the determination of whether a Tender is submitted on or before the Submission Deadline will be based on the electronic time and date set out in the E-Tendering Site portal without consideration as to the time and date it was sent by the Tenderer.
      3. It is the sole responsibility of the Tenderer to ensure that its Tender is received by the College on or before the Submission Deadline. It is the sole responsibility of the Tenderer when submitting a Tender to ensure that it is submitted correctly and in accordance with the E-Tendering Site’s rules and requirements. The College may provide additional information related to the E-Tendering Site’s rules and requirements as Background Information. For assistance with registration, login credentials, subscription information, fees and general use of the E-Tendering Site, Tenderers are advised to contact the E-Tendering Site directly at the coordinates specified in the RFT Data Sheet.
      4. With respect to the submission of Tenders, Tenderers are advised as follows:
         1. Only Tenders received from Tenderers who have obtained the documents directly from the College pursuant to RFT Section 2.2 will be considered for the purposes of this RFT Process.
         2. The College will not accept responsibility for the delivery of any Tender that is delivered other than by electronic submission through the E-Tendering Site, and will not accept, acknowledge, or return hard copy, facsimile or electronically emailed Tenders. For greater certainty, Tenderers should not send the Contact Person an e-mail or other communication containing any Tender or portion thereof.
         3. Each Tenderer must submit, electronically in the E-Tendering Site, an electronic copy of the complete Tender on or before the Submission Deadline.
         4. Each Tenderer is required to submit its Tender electronically in the E-Tendering Site in accordance with the requirements set out in the E-Tendering Site. Each Tenderer should submit separately, in Word and PDF format, each of the following portions of its Tender in the dedicated section of the E-Tendering Site that is labeled to correspond with the applicable portion of the Tender:
            1. a completed Tender Submission Form;
            2. a completed Conflict of Interest Declaration (prepared in accordance with the requirements set out in Schedule C – Conflict of Interest Declaration);
            3. a completed Price Schedule; and
            4. any additional documents that the Tenderer is obliged to submit as part of its Tender as set out in the RFT Data Sheet.
         5. Tenderers should allow sufficient time to submit and upload their Tenders. If a Tender contains many large documents or if the Tenderer is not running on high speed internet, the Tenderer may require additional time in order to complete the submission and should budget time for submission of the Tender accordingly. Tenderers are cautioned that the E-Tendering Site will not allow the submission of a Tender or portion of a Tender if,
            1. the Submission Deadline passes prior to a Tenderer commencing the upload or submission of the Tender or portion of the Tender; or
            2. the Submission Deadline passes while a Tenderer is in the process of uploading or submitting its Tender or portion of a Tender.

If a Tenderer experiences an issue with submission of its Tender, the Tenderer is advised to contact the E-Tendering Site directly in accordance with RFT Section 5.1(3) at the coordinates specified in the RFT Data Sheet. The College will be unable to assist with any E-Tendering Site-related issues.

* + - 1. The largest individual file size that can be submitted by a Tenderer through the E-Tendering Site is 1000 MB, although there is no limit to the number of files that can be submitted. If any individual file size is over 1000 MB, the Tenderer is advised to divide its Tender portions into multiple files.
      2. Each Tenderer should receive an email confirmation receipt with a unique confirmation number once it has submitted its Tender.
    1. A Tender that is not submitted in accordance with the requirements of this RFT Section 5.1 may be rejected by the College and the College will not be under any obligation to notify the Tenderer that the Tender was not submitted in accordance with the requirements of this RFT Section 5.1.
  1. Late Tenders
     1. The College will not open a Tender received after the Submission Deadline.
  2. Withdrawal of Tenders
     1. A Tenderer may withdraw its Tender by un-submitting its entire Tender on the E-Tendering Site prior to the Submission Deadline.
  3. Amendment of Tenders
     1. Tenderers may amend their Tenders only by completing the process set out in RFT Section 5.4(2) in its entirety prior to the Submission Deadline. Any amended Tender must be finalized and submitted prior to the Submission Deadline in order to be considered. The College will not evaluate any Tenders that were un-submitted by a Tenderer in accordance with RFT Section 5.4(2). The last Tender submitted by a Tenderer will supersede all previously submitted Tenders by such Tenderer.
     2. To amend a Tender, a Tenderer must log into the E-Tendering Site, select the appropriate project, scroll to the bottom of the page and click on the un-submit link. Once un-submitted, Tenderers may make changes to the Tender and re-upload the Tender.
  4. Tender Irrevocability
     1. Subject only to the Tenderer’s right to withdraw its Tender prior to the Submission Deadline in accordance with RFT Section 5.3, each Tender will be irrevocable and will remain in effect and open for acceptance by the College for the number of calendar days after the Submission Deadline set out in the RFT Data Sheet.

1. - **Tender Evaluation**
   1. Compliance
      1. The College will review the contents of each Tender to assess whether it is in compliance with the requirements of the RFT Documents, including whether all documents that the Tenderer is obliged to submit in accordance with RFT Section 4.1 have been submitted.
      2. If, in the sole discretion of the College, a Tender does not comply with the requirements of the RFT Documents, the College will, without liability, cost, or penalty reject the Tender and will not consider the Tender further in the RFT Process. For the purpose of this Tender, “comply” and “compliance” means that the Tender conforms to the requirements of the RFT Documents without material deviation.
      3. For the purpose of clarity, each Tenderer acknowledges and agrees that the College’s standard in evaluating compliance with the RFT Documents is not an evaluation of absolute compliance. The Tenderer also acknowledges and agrees that the College may waive failures in compliance that, in the College’s sole discretion, do not constitute a material deviation in accordance with this RFT Section 6.1.
   2. Evaluation of Tenders
      1. The Tenderer will submit a Tender that is compliant with the terms and conditions of the Draft Agreement and will be compliant with all other requirements of the RFT Documents.
      2. The College will evaluate Tenders based on,
         1. the Total Tender Price;
         2. the information submitted by the Tenderer in its Tender; and
         3. any other factors set out in the RFT Data Sheet.
      3. The College may, in its sole discretion, interpret any errors, inconsistencies or ambiguities in the Tender.
      4. The College will apply the following rules when reviewing and evaluating the Price Schedules:
         1. If the amount tendered in the Price Schedule for an item does not agree with the extension of a tender quantity and the tendered unit price, the unit price will govern and the College will correct the Total Tender Price;
         2. If a mathematical discrepancy exists in the Price Schedule between the tendered unit price, the extension of a tendered quantity and the Total Tender Price, the College will correct the mathematical discrepancy, based on the unit price, and will adjust the Total Tender Price accordingly;
         3. If a Tenderer has made an error in transferring an amount from one part of the Tender to another, the College will assume that the amount shown before the transfer, subject to any corrections made by the College in accordance with RFT Sections 6.2(4)(a) or 6.2(4)(b) is correct. The College will correct the amount shown after the transfer and adjust the Total Tender Price accordingly; and
         4. If an amount tendered in the Price Schedule is for the cumulative price for a group of individual component parts and the cumulative price contains a mathematical error, the prices of the individual component parts will govern and the College will correct the Total Tender Price.
      5. In evaluating the Tender the College may, in its sole discretion, compare the Total Tender Prices of Tenderers based on the College’s opinion as to which Total Tender Price and Tender represents the best value for the College.
      6. Where two or more Colleges issued the RFT, as set out in RFT Section 1.1(1), the evaluation team may consist of representatives of one or more of the Colleges.
   3. Disqualification
      1. The College may, in its sole discretion, disqualify a Tender or cancel its decision to make an award under the RFT Documents, at any time prior to the execution of the Final Agreement by the College, if,
         1. the Tender is determined to be non-compliant pursuant to RFT Section 6.1;
         2. the Tenderer fails to cooperate in any attempt by the College to clarify or verify any information provided by the Tenderer;
         3. the Tenderer is not, in the College’s sole discretion, financially creditworthy;
         4. the Tenderer does not, in the College’s sole discretion, satisfy the College’s security requirements;
         5. the Tenderer contravenes RFT Section 3.6;
         6. the Tenderer fails to comply with the Governing Law;
         7. the Tender contains false or misleading information;
         8. the Tender, in the sole discretion of the College, reveals a perceived, potential or actual Conflict of Interest that cannot be managed, mitigated or minimized;
         9. the Tenderer misrepresents any information provided in its Tender;
         10. a Prequalified Tenderer Change has occurred which has not been accepted by the College in accordance with RFT Section 3.18(3);
         11. a Post-Submission Tenderer Change has occurred which has not been accepted by the College in accordance with RFT Section 3.18(5);
         12. the Tenderer is the Acquiree in a change of Control;
         13. the Tenderer fails to disclose any information (including in any declaration or form attached to the Tender in connection with the RFT Documents) that would materially adversely affect the College’s evaluation of the Tender;
         14. the College becomes aware of a perceived, potential or actual Conflict of Interest as described in RFT Section 4.6 and the Tenderer,
             1. does not receive a waiver from the College in accordance with RFT Section 4.6(5)(c) or does not receive a consent in accordance with RFT Section 3.7(2), as applicable; or
             2. fails to substitute the Person giving rise to the perceived, potential or actual Conflict of Interest in accordance with RFT Section 4.6(5)(b);
         15. in the 12 months prior to the Submission Deadline, the College became aware that the Tenderer failed to disclose an actual Conflict of Interest in any past or current procurement issued by the College, unless the Tenderer has demonstrated to the satisfaction of the College that the Tenderer has implemented measures to prevent future false or omitted disclosure of actual Conflicts of Interest;
         16. there is evidence that the Tenderer or any of its respective employees, agents, consultants, contractors, service providers or representatives directly or indirectly colluded with one or more other Tenderers or any of their respective employees, agents, consultants, contractors, service providers or representatives in the preparation or submission of Tenders or otherwise contravened RFT Section 3.9;
         17. the Tenderer has breached any agreement with the College (whether or not the College exercises any right to terminate such agreement) or has breached theCollege’s policies listed in the RFT Data Sheet;
         18. the Tenderer has been convicted of an offence in connection with any services rendered to the College;
         19. the Tenderer has breached an agreement for work similar to the Work that is the subject of the RFT Documents with an entity other than the College;
         20. the Tenderer was convicted of a criminal offence within the three years immediately prior to the Submission Deadline;
         21. a Tenderer is, at the time of issuance of the RFT Documents or any time during the RFT Process, engaged in ongoing litigation against the College;
         22. there are any convictions related to inappropriate bidding practices or unethical behaviour by a Tenderer or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction; or
         23. a Tenderer engages in any activity which, at the sole discretion of the College, is contrary to the public interest or is harmful to the integrity or reputation of the College.
   4. The College’s Right to Accept, Reject and Cancel
      1. The College may, in its sole discretion, and at any time during the RFT Process,
         1. reject any or all Tenders, including the Tender with the lowest Total Tender Price;
         2. accept any Tender, including a Tender that does not have the lowest Total Tender Price;
         3. if only one Tender is received, accept or reject that Tender;
         4. discontinue the RFT Process at any time prior to the issuance by the College of the Notification of Award;
         5. alter the Timetable and the RFT Process in accordance with RFT Section 3.1;
         6. cancel the RFT Process and subsequently conduct another competitive process for the same work that is the subject matter of the RFT Documents or subsequently enter into negotiations with any Person or Persons with respect to the work that is the subject matter of the RFT Documents.;
         7. reject a Tender from a Tenderer that has had an agreement or agreements with the College and which the College terminated for default;
         8. reject a Tender from a Tenderer that has previously been given a Notification of Award of agreement by the College and has failed to proceed with the work of that agreement; and
         9. change the RFT Process or any other aspect of the RFT Documents.
      2. If the College determines that all or the majority of Tenders submitted are non-compliant, the College may take any action in accordance with RFT Section 6.4(1).
      3. The College will not be liable for any expense, cost, loss or damage occurred or suffered by any Tenderer, or any person connected with any Tenderer, as a result of any action referred to in RFT Section 6.4(1) or RFT Section 6.4(2).
2. - **Tender Award And Agreement Submission And Execution**
   1. Tender Award
      1. On completion of its evaluation process, the College will identify the Successful Tenderer and the College will send a written notification or award of agreement to the Successful Tenderer (the “**Notification of Award**”). The Notification of Award will indicate the College’s acceptance of the Successful Tenderer’s Tender.
      2. The College will include the documents set out in the RFT Data Sheet with the Notification of Award.
      3. At the time the Successful Tenderer is notified pursuant to RFT Section 7.1(1), the Successful Tenderer and the College will enter into discussions to finalize the Final Agreement.
      4. After the selection of the Successful Tenderer, if any, the College may finalize the terms and conditions of the Final Agreement with the Successful Tenderer, and, as part of that process, may in its sole discretion, negotiate changes, amendments or modifications to the Successful Tenderer’s Tender or the Draft Agreement.
      5. Each Successful Tenderer is required to sign the Final Agreement in the same form and substance as the Draft Agreement attached as Schedule F of this RFT.
      6. For clarity, where two or more Colleges jointly issued this RFT, as set out in RFT Section 1.1(1), the Successful Tenderer will enter into a separate Final Agreement with each College.
   2. Execution and Submission of Agreement Documents
      1. No later than ten days after the date of the Successful Tenderer’s receipt of the Notification of Award, the Successful Tenderer will submit to the College,
         1. The Draft Agreement signedby the person legally authorized to bind the Successful Tenderer;
         2. Performance and Labour and Material Payment Bonds, in the amount and in accordance with any requirements set out in the RFT Data Sheet and in the form provided by the College and executed by the Successful Tenderer’s surety in accordance with Draft Agreement;
         3. a certificate of insurance and executed by the Successful Tenderer’s insurance broker in accordance with the Draft Agreement; and
         4. a current clearance certificate issued by the WSIB.
   3. Failure to Execute the Agreement and Provide Documents
      1. The College may, in its sole discretion, cancel its decision to enter into a Final Agreement with a Successful Tenderer if,
         1. the College elects to exercise its discretion pursuant to RFT Sections 6.3, 6.4(1) or 7.3(2);
         2. a Proposed Tenderer Change has occurred in respect of the Successful Tenderer which has not been approved by the College in accordance with RFT Section 3.18(5); or
         3. any other material change has occurred with respect to the Successful Tenderer’s Tender.
      2. If the Successful Tenderer fails to meet its obligations pursuant to RFT Section 7.2, the College may, in its sole discretion,
         1. withdraw its Notification of Award, without liability, cost or penalty to the College;
         2. accept the next lowest or any Tender;
         3. carry out a new RFT Process; or
         4. have the Work carried out in any other way the College, in its sole discretion, considers is in the best interest of the College.
      3. A Successful Tenderer that fails to meet its obligations in accordance with RFT Section 7.2 will,
         1. indemnify and save harmless the College from all loss, damage, cost, charges and expenses that the College may suffer or be put to by reason of the Successful Tenderer’s failure to carry out its obligations; and
         2. make no claim whatsoever for any costs or expenses incurred by the Tenderer after the Notification of Award.
      4. If the Successful Tenderer fails to meet its obligations in accordance with RFT Section 7.2, the College may, in its sole discretion, prohibit the Successful Tenderer from submitting a tender or proposal on subsequent requests for tenders or requests for proposals issued by the College for a period of time that the College considers to be appropriate.
3. - **Legal Matters And Rights Of The College**
   1. Notification If Successful Or Not
      1. The College will post a Notice that identifies the Successful Tenderer(s). Tenderers acknowledge that this notification may disclose the pricing information submitted by the Successful Tenderer(s).
   2. Debriefing
      1. Unsuccessful Tenderers may request a debriefing after the posting of the notification pursuant to RFT Section 8.1(1) by contacting the Contact Person in writing. All Tenderer requests should be in writing to the Contact Person no later than 60 calendar days following the posting of such notification. The College will determine the format, timing and contents of the debriefing session.Generally, debriefings shall include a discussion regarding the unsuccessful Tenderer’s Tender, why it was unsuccessful, and the relative advantages of the Successful Tenderer’s Tender. The debriefing is not for the purpose of challenging the procurement process.
   3. Dispute Resolution
      1. With respect to any disputes that may arise in connection with this RFT Process, Tenderers are referred to the College’s policy on bid disputes.
   4. Limit on Liability
      1. The Tenderer and all other entities participating in this RFT Process agree that if the College is found to be liable, in any way whatsoever, for any act or omission of any of them in respect of this RFT Process, the total liability of the College to any Tenderer or any other entity participating in this RFT Process, and the aggregate amount of damages recoverable against the College for any matter relating to or arising from any act or omission by any one or more of them, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of the College will be no greater than the Tenderer’s cost of preparing its Tender or the liability cap amount set out in the RFT Data Sheet, whichever is less.
4. - **Definitions**
   1. General
      1. In the RFT Documents, the singular is deemed to include the plural and the plural is deemed to include the singular, except where the context otherwise requires.
      2. All references in the RFT Documents to “discretion” or “sole discretion” means in the sole and absolute discretion of the party exercising the discretion.
   2. RFT Definitions

Whenever used in the RFT Documents,

* + 1. “**Acquiree**” is defined in RFT Section 3.18(6);
    2. “**Acquirer**” is defined in RFT Section 3.18(6);
    3. “**Addendum**” means a written addendum to the RFT Documents issued by the College as set out in RFT Section 3.4;
    4. “**Advisor**” means any person or firm retained to provide professional advice to any one of the College or a Tenderer, as applicable;
    5. “**Affiliate**” means an “affiliate” as that term is used in the *Business Corporations Act* (Ontario) and any successor legislation thereto;
    6. “**Background Information**” is defined in RFT Section 2.1(3);
    7. “**Business Day**” means any day other than Saturday, Sunday, a statutory holiday in the Province of Ontario or any day on which banks are not open for business in the City of Toronto, Ontario;
    8. “**College**” is defined in RFT Section 1.1(1);
    9. “**Commercially Confidential RFI**” is defined in RFT Section 3.2(1)(b)(ii);
    10. “**Confidential Information**” is defined in RFT Section 3.11(1);
    11. “**Conflict of Interest**” is defined in RFT Section 4.6(1);
    12. “**Conflict of Interest Declaration**” means the conflict of interest declaration attached as Schedule C – Conflict of Interest Declaration to this RFT;
    13. “**Contact Person**” means the contact person listed in the RFT Data Sheet in respect of RFT Section 1.2(1);
    14. “**Control**” means, with respect to any Person at any time, (i) holding, whether directly or indirectly, as owner or other beneficiary (other than solely as the beneficiary of an unrealized security interest) securities or ownership interests of that Person carrying votes or ownership interests sufficient to elect or appoint fifty percent or more of the individuals who are responsible for the supervision or management of that Person, or (ii) the exercise of de facto control of that Person, whether direct or indirect and whether through the ownership of securities or ownership interests or by contract, trust or otherwise;
    15. “**Draft Agreement**” is defined in RFT Section 2.1(1)(f);
    16. “**E-Tendering Site**” means the College’s web portal tool that will be used for the submission of Tenders in accordance with the RFT Process;
    17. “**Final Agreement**” is defined in RFT Section 1.1(2);
    18. “**FIPPA**” is defined in RFT Section 3.10(1);
    19. “**General RFI**” is defined in RFT Section 3.2(1)(b)(i);
    20. “**Governing Law**” means the laws of Ontario and the applicable laws of Canada;
    21. “**Identified Tenderer Party**” means any of the entities identified in the Tenderer’s Prequalification Submission, including for clarity, proposed subcontractors, key individuals or Joint Venture Participants;
    22. “**includes**” and “**including**” means “includes without limitation” and “including without limitation” respectively;
    23. “**Ineligible Person’s Affiliate**” is defined in RFT Section 3.7(1);
    24. “**Ineligible Persons**” is defined in RFT Section 3.7(1);
    25. “**Joint Venture Participant**” is defined in RFT Section 3.16(2)(b);
    26. “**Joint Venture Tenderer**” is defined in RFT Section 3.16(2)(b);
    27. “**Notice**” means a written notice issued by the College as set out in RFT Section 3.3(1);
    28. “**Notification of Award**” is defined in RFT Section 7.1(1);
    29. “**Parental Guarantee**” is defined in RFT Section 4.5(2);
    30. “**Person**” means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company, corporation or body corporate with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency authority or entity however designated or constituted;
    31. “**Post-Submission Tenderer Change**” means:
        1. an actual or proposed change of Control of the Tenderer;
        2. a change in circumstances that may materially adversely affect a Tenderer in a way which could impair the Tenderer’s ability to perform its respective obligations under or in connection with the Draft Agreement; or
        3. the withdrawal of any Joint Venture Participant from a Joint Venture Tenderer and the proposed substitution of such person or entity;
    32. “**Pre-Tender Meeting**” is defined in RFT Section 3.5(1);
    33. “**Prequalification Submission**” is defined in RFT Section 3.16(1);
    34. **“Prequalified Parties”** is defined in RFT Section 1.1(2)(b);
    35. “**Prequalified Tenderer Change**” means:
        1. an actual or proposed change of Control of the Tenderer or any Identified Tenderer Party;
        2. a change in circumstances that may materially adversely affect a Tenderer or an Identified Tenderer Party in a way which could impair the Tenderer’s or the Identified Tenderer Party’s ability to perform their respective obligations under or in connection with the Draft Agreement;
        3. the withdrawal of any of the Identified Tenderer Parties and the proposed substitution of such person or entity; or
        4. the proposed addition of any person or entity as an Identified Tenderer Party;
    36. “**Price Schedules**” means the price schedules attached as Schedule D – Price Schedules of this RFT;
    37. “**RFI**” is defined in RFT Section 3.2;
    38. “**RFT**” is defined in RFT Section 2.1(1)(a);
    39. “**RFT Data Sheet**” means Schedule A to this RFT;
    40. “**RFT Documents**” is defined in RFT Section 2.1(1);
    41. “**RFT Number**” is defined in RFT Section 1.1(1);
    42. “**RFT Process**” is defined in RFT Section 1.1(3);
    43. “**Site**” is defined in RFT Section 1.1(1);
    44. “**Site Tour**” is defined in RFT Section 3.5(1);
    45. “**Submission Deadline**” is defined in RFT Section 3.1(1);
    46. “**Successful Tenderer**” is defined in RFT Section 1.1(2);
    47. “**Tender**” is defined in RFT Section 1.1(2);
    48. “**Tenderer**” is defined in RFT Section 1.1(2);
    49. “**Tenderer Representative**” is defined in RFT Section 1.3(1);
    50. “**Tender Information**” is defined in RFT Section 3.13(4);
    51. “**Tender Information Licence**” is defined in RFT Section 3.13(3);
    52. “**Tender Submission Form**” means the Tenderer submission form attached as Schedule B to this RFT;
    53. “**Timetable**” is defined in RFT Section 3.1(1);
    54. “**Total Tender Price**” is defined in RFT Section 4.4(1); and
    55. “**Work**” is defined in RFT Section 1.1(1).

# Schedule A - RFT Data Sheet

RFT Data Sheet - Schedule A To The RFT

| RFT Section Reference And Description | Item |
| --- | --- |
| RFT Section 1.1(1) – Educational Institution Issuing RFT Documents | The name of the educational institution(s) issuing the RFT Documents is:  **St. Lawrence College of Applied Arts and Technology** |
| RFT Section 1.1(1) –Description of the Work | The scope of work for this project includes the removal of portions of existing tile flooring, replacement with new slate tile flooring, and new LVT flooring in portions of the space. Complete lighting replacement/energy upgrades will be included as well as new finishes and sound softening in the dining space. An existing vendor (Papa John's) is currently located outside of the main servery, and demolition of this space is also included.  The work would need to take place over the summer months, start immediately upon award of a Letter of Commitment from St. Lawrence College and will be contracted through a CCDC2 Contract. This high profile space will need to be staged to allow continual traffic flow through the corridor and will need to be completed by September 1, 2019. The work requires a General Contractor and team of sub-contractors who approach the work with commitment and who understand the scope when considering the time needed to meet this aggressive time line when submitting a proposal and schedule. As the College operates over the summer months, the Successful Contractor will need to be safety conscious and have a well-planned approach to staging the work within the space. A portion of the servery will need to remain operating as will the dining area.  The scope of the work includes, but is not limited to:   * Removal of floor tile in corridor and portion of dining space. The tile removal is quite expansive and will include tile removal beyond the dining area/servery to meet up with other linkages to this area. * New flooring throughout (slate tile and LVT.) The College has ordered the tile flooring which will be provided to the Contractor for installation * Lighting replacements and electrical upgrades/expansion of power supply to dining areas. * Reconfiguring of servery space and the addition of two vendors including electrical/lighting/plumbing etc. (Papa John’s and Pita Pit) * Installation of a hood for grease laden vapors and relocation of existing hood (not vented to exterior) for Papa John’s space. * Installation of sound softening architectural features, painting of walls, ceilings, radiators etc. * Removal of turnstiles and installation of new accessible turnstile areas. * New millwork for recycle/garbage disposal and microwave/condiment areas.   Refer to Schedule 1A – Plans and Specifications to the Draft Agreement for further details. |
| RFT Section 1.1(1) – Location of the Work | Kingston Campus, 100 Portsmouth Avenue |
| RFT Section 1.1(1) and 3.2(1)(a)(ii) – RFT Number | The RFT Number is 20-RFT-0110-00K. |
| RFT Section 1.1(2) – Tenderers | The RFT Process is open to all parties submitting a Tender in accordance with the RFT Documents. |
| RFT Section 1.2(1) and 3.2(1) – Contact Person and Requests for Information | The name of the Contact Person is:  **Mary Van Leeuwen**  The Contact Person may be contacted via:  **Email: SLCBid@sl.on.ca** |
| RFT Section 2.1(3) – Background Information Document | The cafeteria is located in the first floor (main level) of the Green Wing of the College. The main corridor runs through the center of this space, separating the dining area from the servery and is one of the busiest locations on campus. The cafeteria has been the subject of various renovations over the past years and is in need of a total refurbishment and improvements to paths of travel and flow. The servery is operated by a contracted service provider (Brown’s Fine Foods) who are a stakeholder in this project. |
| RFT Section 2.2(1) – Distribution of Documents to Tenderers | The RFT Documents, Notices and Addenda will be distributed by:  **MERX (www.Merx.com)**  Responses to RFIs will be distributed by:  **MERX to registered document holders only.** |
| RFT Section 3.1(1) – Timetable | Timetable:  (a) Issuance of RFT Documents 4/22/2019  (b) Deadline to submit confidentiality agreement  Not Applicable  (c) Deadline for Tenderers’ disclosure with respect to 5/9/2019  RFT Section 3.6(4)(a)  (d) Deadline for Tenderers to submit their 5/9/2019  Conflict of Interest Declarations  (e) Deadline for Tenderers to submit 4/29/2019  RFIs  (f) Deadline for posting RFI responses 5/2/2019  (g) Deadline for issuance of Addenda 5/2/2019  related to the Draft Agreement  (h) Deadline for Submission of Tenders 5/9/2019 (Submission Deadline) **2:00:00 p.m. local time** |
| RFT Section 3.2(1) – Requests for Information | Tenderers are required to submit all RFIs by:  **Email to the Contact Person at SLCBid@sl.on.ca** |
| RFT Section 3.5(2) – Site Tour and Pre-Tender Meeting | Site Tour : **Wednesday April 24, 2019 11:00 a.m**. (Non-mandatory)  Complete and email to the Contact Person Appendix – RFT Site Visit Registration  Contractors are to meet in the main entrance lobby of the College located at 100 Portsmouth Avenue. For a map of the Kingston Campus see following link: <https://www.stlawrencecollege.ca/campuses-and-services/our-campuses-and-cities/kingston-campus/> |
| RFT Section 3.5(3) – Safety Requirements and/or Restrictions | As the College operates over the summer months, the Successful Contractor will need to be safety conscious and have a well-planned approach to staging the work within the space. A portion of the servery will need to remain operating as will the dining area. The sections and staging areas where the tile removal (existing flooring) occurs will need to be sealed off to avoid spread of dust/silica into adjacent spaces and mechanical systems. This high profile space will need to be staged to allow continual traffic flow through the corridor including rerouting through portions of the space and maintaining egress paths in the event of an emergency. |
| RFT Section 3.6(2)(b)(ii) – Prohibited Contacts | Not Applicable |
| RFT Section 3.7(1) – Ineligible Persons | **Ineligible Persons:**  Not Applicable |
| RFT Section 3.12 – Confidentiality Agreement | Tenderers are not required to execute a confidentiality agreement. |
| RFT Sections 4.1(1) and 4.1(2) – Format and Content of Tender | The maximum number of pages for the Tender is limited to ***Not Applicable***, single sided. The page limit specifically ***[includes]*** requested appendices, CVs, schedules, forms and charts. |
| RFT Section 4.3(1) – Bid Security | Not Applicable |
| RFT Section 4.4(1)(b) – Tender Pricing | Prices are all inclusive of the cost of labour, materials and equipment required to complete the Work, including but not limited to all applicable taxes, overheads, profits and all other associated Contractor expenses excluding HST, in Canadian Dollars. |
| RFT Section 4.5(1) – Joint Ventures | See Attachment 1 to Schedule A for Joint Venture Requirements. |
| RFT Section 4.6(3) and 6.3(1)(q) – College Policies | **Sexual Assault and Sexual Violence Policy and Protocol**  **St Lawrence College Smoke Free Policy** |
| RFT Section 5.1(1) – E-Tendering Site and Link for Submission of Tenders | The E-Tendering Site for this RFT Process is Bonfire.  Each Tenderer is required to submit its Tender on the E-Tendering Site at the following link:  <https://stlawrencecollege.bonfirehub.ca/opportunities/private/66337a39cbdce969af1895cf62cf21ca>  Requested Information   | Name | Requirement | | --- | --- | | Appendix - Rate Bid Form | Required | | Appendix - WSIB Declaration | Required | | Appendix - Required Submissions | Required | | Appendix - Contractor Code of Conduct | Required | | Appendix - Accessibility For Ontarians With Disabilities Act | Required | | Appendix - Acknowledgement of DSR | Required |   **Requested Documents:**  Please note the type and number of files allowed. The maximum upload file size is 1000 MB.  Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.  Your submission must be uploaded, submitted, and finalized prior to the Closing Time of May 09, 2019 2:00 PM EDT. We strongly recommend that you give yourself sufficient time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission.  **Important Notes:**  Each item of Requested Information will only be visible after the Closing Time.  Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.  You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.  Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled. |
| RFT Section 5.1(3) – E-Tendering Site Support | E-Tendering Site contact information: **Support@GoBonfire.com.**  Tenderers can also visit the Bonfire help forum at [**https://bonfirehub.zendesk.com/hc**](https://bonfirehub.zendesk.com/hc) |
| RFT Section 5.1(4)(d)(iv) – RFT Documents | Appendix Architectural Plans and Specifications JLR  **Appendix Electrical Plans and Specifications JLR**  **Appendix Mechanical Plans & Specifications JLR**  **Appendix - Rate Bid Form**  **Appendix - CCDC 2 Supplementary Provisions - Kingston Cafeteria**  **Appendix - Required Submissions**  **Schedule 1A – Plans and Specifications JLR**  **Appendix – Acknowledgement of DSR**  **Floor plans for DSR-FIG.1\_6**  **Genivar DSR 2010**  **Pinchin DSR 2017 Glengarry - Hello Future Project - Pinchin Report**  **Pinchin Report - DSR - May 11, 2017**  **Thompson Rosemount 2007** |
| RFT Section 5.5(1) – Tender Irrevocability | Not Applicable |
| RFT Section 6.2(2)(c) – Tender Evaluation | In addition to the factors set out in RFT Section 6.3(2)(a) and 6.3(2)(b), the College will evaluate the Tenders based on the following additional factors:  (a) CCDC 11 and related references to determine qualifications of General Contractor  (b) Project Schedule |
| RFT Section 7.1(2) – Notification of Award | Not Applicable |
| RFT Section 7.2 – Performance Security | Performance Bond in the amount of 50%**.**  Labour and Materials Bond in the amount of 50%**.** |
| RFT Section 8.4(1) – Limit on Liability | The Limit on Liability cap is $1000. |

# Attachment 1 To Schedule A - Joint Venture Requirements

Joint Venture Requirements - Attachment 1 To Schedule A

* 1. Each Joint Venture Participant must individually satisfy the following criteria:

1. Submit with the Tender Submission Form the capital contribution from each Joint Venture Participant
2. Each Joint Venture Participant must submit a completed Tender Submission Form and Conflict of Interest Declaration

1.2 The Joint Venture Tenderer will state in its Tender the joint venture arrangements that form the basis on which the Joint Venture Tenderer plans to carry out its obligations under the Final Agreement. The Joint Venture Tenderer will not change its joint venture arrangements without the prior written approval of the College.

1.3 One of the Joint Venture Participants who is responsible for performing a key function or in executing a major component of the Final Agreement will be nominated as being the Participant in Charge. The Participant in Charge will be in charge during the RFT Process and, in the event of a successful Tender, during finalization and execution of the Final Agreement. The Participant in Charge will be authorized by the other Joint Venture Participants to incur liabilities and receive instructions for and on behalf of any and all participants of the Joint Venture Tenderer. Each Joint Venture Participant will demonstrate its authorization of the Participant in Charge by submitting a power of attorney signed by legally authorized signatories.

1.4 All participants of the Joint Venture Tenderer will be legally liable, jointly and severally, during the RFT Process and for carrying out the obligations pursuant to the Final Agreement terms and conditions, and a statement to this effect will be included in the authorization set out in Attachment 1 to the RFT Data Sheet.

# Schedule B - Tender Submission Form

Tender Submission Form - Schedule B To The RFT

**TO: St. Lawrence College of Applied Arts and Technology, 2288 Parkedale Ave, Brockville ON**

**Mary Van Leeuwen**

**RE:** 20-RFT-0110-00K

**RE: General Contracting Services,** Cafeteria Renovation, Kingston Campus

**1. Tenderer Information**

(a) Tenderer’s registered legal business name and any other name under which it carries on business:

(b) Tenderer’s address, telephone and facsimile numbers:

(c) Name, address, telephone, e-mail and facsimile numbers of the contact person(s) for the Tenderer:

(d) Name of the person who is primarily responsible for the Tender:

(e) Whether the Tenderer is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity:

(f) Name(s) of the proprietor, where the Tenderer is a sole proprietor; each of the directors and officers where the Tenderer is a corporation; each of the partners where the Tenderer is a

partnership; and applicable combinations of these when the Tenderer is a joint venture or a not-for-profit organization, whichever applies:

(g) Joint Venture Information  
(See Attachment 1 to Schedule A – RFT Data Sheet)

**2. Regulatory Matters**

We confirm as follows:

(a) With respect to the *Excise Tax Act*, we are either:

(i)  a Harmonized Sales Tax registrant for purposes of the *Excise Tax Act* and our HST registration number is \_\_\_\_\_\_\_\_\_\_\_\_ ; or

(ii)  not a HST registrant for the purposes of the *Excise Tax Act*.

**3. Tender**

With respect to the above noted RFT, we confirm as follows:

1. capitalized terms used in clauses (b) through (t) below will have the meanings given thereto in the RFT Documents;
2. except to the extent that we have sought and received written approval in accordance with RFT Section 3.18, there have been no changes to the Tenderer;
3. there have been no changes in circumstance that could have a material adverse effect on the Tenderer in a way that could impair our ability to perform the obligations under the Draft Agreement;
4. except for those actions, suits or proceedings as disclosed in our Prequalification Submission, if any, there are no actions, suits or proceedings pending that could have a material adverse effect on our ability to provide the Work or, to the best of our knowledge after reasonable inquiry, threatened against us and we are not aware of any ground on which such an action, suit or proceeding might be commenced, except for the following:
   1. actions, suits or proceedings, if applicable:

1.

2.

3.

1. we have not and, to the best of our knowledge, our Advisors have not engaged in any form of political or other lobbying, of any kind whatsoever, to influence the outcome of this RFT Process in contravention of RFT Section 3.6;
2. we have and, to the best of our knowledge, our Advisors have complied fully with RFT Section 3.9. We confirm that:
   1. we have not discussed or communicated, directly or indirectly, with any other Tenderer, any information whatsoever regarding the preparation of our Tender or the Tender of the other Tenderers in a way that would contravene Governing Law; and
   2. we have prepared and submitted our Tender independently and without connection, knowledge, comparison of information or arrangement, direct or indirect, with any other Tenderer;
3. we have and, to the best of our knowledge, our Advisors have complied fully with RFT Sections 3.8, 3.11, 3.13 and the provisions of any confidentiality agreement entered into in connection with the RFT Process;
4. at the time of submitting our Tender, we are in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been paid or satisfactory arrangements for their payment have been made and maintained;
5. our Tender is based on and relies solely upon our own examinations, knowledge, information, judgement, and investigations and not upon any statement, representation, investigation or information made or provided by the College whether provided in the method specified in the RFT for Notices and other communication or in any other way whatsoever;
6. we have obtained tax advice from our own advisors and experts, including obtaining any advance interpretations or rulings that we consider appropriate or necessary in relation to any participation in a subsequent procurement process related to the Work, the Work or Draft Agreement;
7. we have examined the RFT Documents and confirm that we have received all pages of the RFT Documents;
8. we have made any necessary inquiries with respect to Addenda issued by the College and have ensured that we have received and examined all Addenda to the RFT Documents;
9. our Tender is based on the terms and conditions of the RFT Documents;
10. we acknowledge and accept the obligations set out in RFT Section 3.11;
11. we acknowledge and accept the limit of liability set out in RFT Section 8.4;
12. by the submission of our Tender we submit a binding offer to carry out all Work and obligations described in the RFT Documents in accordance with the terms and conditions of the RFT Documents; for the compensation set out in the Price Schedule of our Tender and in accordance with the RFT Documents;
13. the prices contained in the Price Schedule are based on the terms and conditions of the RFT Documents;
14. we have conducted ourselves with integrity and propriety and we have not engaged in any inappropriate bidding practices or unethical behaviour in the course of the RFT Process.
15. we agree to hold our Tender open for acceptance until the expiration of the period of Tender irrevocability set out in the RFT Documents; and
16. we agree to provide any required information and cooperate with the College with respect to the conduct of background checks and security screening of employees at our own expense.

**4. Conflict of Interest, Confidential Information, and Inappropriate Bidding Practices**

**Conflict of Interest**

(a) We confirm that we do not have any perceived, potential or actual Conflict of Interest or any other type of unfair advantage in submitting our Tender or performing or observing the contractual obligations set out in the Draft Agreement, except as disclosed in the Conflict of Interest Declaration included in our Tender.

**Confidential information**

(b) We confirm that we have not had access to College confidential information, other than the RFT Documents themselves, with respect to this RFT Process, except as disclosed as follows.

In addition to the RFT Documents, we have access to the following confidential information relating to the RFT Process.

1.

2.

3.

[Tenderer to add more rows if necessary]

**Inappropriate Bidding Practices**

(c) We confirm that there are no charges or investigations by a public body related to inappropriate bidding practices or unethical behavior by the Tenderer or any of its Affiliates in relation to a public or broader public sector tender or procurement in any jurisdiction, other than as described below.

The following is a description of all charges or investigations by a public body related to inappropriate bidding practices or unethical behavior by the Tenderer or any of its Affiliates in relation to a public or broader public sector tender or procurement in any Canadian jurisdiction:

1.

2.

3.

[Tenderer to add more rows if necessary]

This Tender Submission Form has not been modified in any manner, except to complete the required information.

Signed by person or persons authorised to  
bind the Tenderer

[Name and Title of Person Signing]

# Schedule C - Conflict of Interest Declaration

Conflict Of Interest Declaration - Schedule C To The RFT

**To: St. Lawrence College of Applied Arts and Technology (the “College”)**

**Re: Request for Tenders RFT No.** 20-RFT-0110-00K **(the “RFT”)**

This Conflict of Interest Declaration is delivered to the College pursuant to the RFT Section 4.6. All capitalized terms used in this Conflict of Interest Declaration have the meaning set out in the RFT.

The undersigned Tenderer hereby declares that, to the best of its knowledge, having made all necessary inquiries and investigations to permit the Tenderer to make this Conflict of Interest Declaration and except as disclosed, accurately and completely, in Attachment 1 hereto:

1. No Tenderer or Person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of our Tender (together, the “**Tenderer Conflict Declaration Parties**”) has any relationships with:

(a) a contractor to the College that is listed in Attachment 2 hereto or any of their respective current or former employees, shareholders, directors or officers; or

(b) employees (both current or former) of the College or individuals or firms who have been involved on the College’s behalf in this RFT Process or the design, planning or implementation of the Work,

that could constitute a perceived, potential or actual Conflict of Interest or unfair advantage, or could otherwise affect or impair or appear to affect or impair the integrity of this RFT Process;

2. There is no perceived, potential or actual Conflict of Interest, collusion or any other type of unfair advantage in any of the Tenderer Conflict Declaration Parties’ participation in this RFT Process;

3. No Tenderer Conflict Declaration Party has any knowledge of or the ability to avail themselves of Confidential Information, other than Confidential Information which may have been disclosed by the College to the Tenderer Conflict Declaration Party in the normal course of this RFT Process, that is or was relevant to the Work or this RFT Process;

4. None of the Tenderer Conflict Declaration Parties, or any Affiliate of any of them has been charged in the last five years for any criminal offence involving fraud, fraudulent misrepresentation, bribery, collusion, anti-corruption, conspiracy, breach of competition laws, destruction of records or professional misconduct;

5. None of the Tendereror any of its Affiliates has sought protection under any bankruptcy or insolvency laws during the past five years;

6. None of the Tenderer or any of its Affiliates has been the subject of a final determination that it has breached any applicable law relating to worker health and safety and/or protection of the environment within the past five years;

7. This Conflict of Interest Declaration has not been modified in any manner, except to complete the required information.

Dated [Click to Enter Date].

|  |
| --- |
| [Enter Name of Tenderer] |
|  |
| Name of Authorized Signatory: Title: [Enter Title] |
| I have authority to bind the Tenderer. |

# Attachment 1 To Schedule C - Exceptions

Exceptions - Attachment 1 To Schedule C

***[Note: The Tenderer must complete this Attachment 1 to Schedule C, setting out accurately and completely, any exceptions to the statements made in the Declaration. If there are no such exceptions, the Tenderer must insert the word “NIL” in this Attachment 1 to Schedule C.***

***If there are exceptions set out in this Attachment 1 to Schedule C, the Tenderer should submit to the College, as a separate document, the Tenderer’s suggested measures for addressing each such conflict or potential conflict. The College will review such suggested measures and determine whether, in the College’s opinion, such measures satisfactorily address the conflict or potential conflict. If the conflict or potential conflict cannot be addressed to the satisfaction of the College, the College may, in its sole and absolute discretion, disqualify the Tenderer.]***

NIL

Exceptions attached as a separate document

# Attachment 2 To Schedule C - List Of Major Contractors To The College

List Of Major Contractors To The College - Attachment 2 To Schedule C

1. Not Applicable

# Schedule D - Price Schedules

Price Schedules - Schedule D To The RFT

The Successful Contractor must forward, upon 24 hours within notice of award, a full schedule of values to St. Lawrence College.

St. Lawrence College will also require, from the Electrical Subcontractor, a formal report confirming (as separate line items) the cost of:

1. All Lighting Fixtures
2. Installation Costs

Rate Bid Sheet has been attached as a separate document.

# Schedule E - Request For Information Form

Request For Information Form - Schedule E To The RFT

***[Note to Tenderers: Tenderers must use this form to submit RFIs to the Contact Person in accordance with the requirements set out in Section 3.2 of the RFT.]***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **To Be Completed by the Tenderer:** | | | | | |
| **Tenderer Name:** |  | | | | |
| **Tenderer Address:** |  | | | | |
| **Telephone:** |  | | | | |
| **Tenderer Representative E-mail:** |  | | | | |
| **RFT No.:** | 20-RFT-0110-00K, General Contracting Services, Cafeteria Renovation, Kingston Campus | | | | |
| **Date Submitted:** |  | | | | |
| **Do you want this question to be a “Commercially Confidential RFI” in accordance with Section 3.2(1)(b)(ii) of the RFT?** | Yes | | | No |  |
| **Source of Query:** | | | | | |
| **Reference Document Name:** | |  | | | |
| **Reference Document Section:** | |  | | | |
| **Question (One question per sheet):** | | | | | |
|  | | | | | |
| **To Be Completed By The College:** | | | | | |
| **RFI Tracking #:** | | |  | | |
| **Date of Response:** | | |  | | |
| **Response:** | | | | | |

# Schedule F - Draft Agreement And Schedules To The Draft Agreement

Schedule F - Draft Agreement And Schedules To The Draft Agreement

The CCDC2 -2008 Stipulated Price Form between the Purchaser (St. Lawrence College) and the Contractor shall be the basis for the Agreement except as amended herein.

Please refer to Appendix – CCDC2 Supplementary Provisions