



REQUEST FOR TENDER
RFT ISD24-169
Don Lita Lift Station Upgrades

OFFICIAL POINT OF CONTACT: Purchasing Representative noted in bids&tenders

Bid Solicitation Issue Date:	December 6 th , 2024
Optional Site Visit (Information Meeting):	11:30 a.m. local time (City of Greater Sudbury) on December 19 th , 2024. Location: 2224 Hudson Street, Sudbury, Ontario Refer to Section 1.2 for additional details.
RFPQ Submission Deadline:	January 13 th , 2025
Question Deadline:	January 24 th , 2025
Addenda Deadline:	January 30 th , 2025 Refer to Section 5.1.3 for additional details.
Closing Date and Time:	Bids shall be received by the City's electronic tendering site, bids&tenders, no later than 1:30:00 p.m. local time (City of Greater Sudbury) on February 6 th , 2025 (the "Closing Date and Time"). The Closing Date and Time shall be determined by the bids&tenders web clock.
Bid Submission Method:	Electronic bid submissions only. Refer to Section 2

NOTICE:

1. Where there are discrepancies between the dates and times in the Bid Solicitation and bids&tenders, the dates and times in bids&tenders shall supersede any other dates and times. Please bring any discrepancies to the attention of the Official Point of Contract.
2. The above timelines are subject to change at the sole discretion of the City and in accordance with this Bid Solicitation. In the event a change is made to any of the above dates, the City will post any such changes by issuing an Addendum.

Table of Contents

1. Procurement Opportunity Invitation and Deliverables	3
1.1 Introduction	3
1.2 Invitation and Deliverables	3
1.3 Bid Solicitation Documents.....	5
1.4 Communication and Official Point of Contact.....	5
1.5 Notice of Results in bids&tenders.....	6
1.6 Legal Actions.....	6
1.7 Rules of Interpretation	6
1.8 Definitions	7
2. Bid Submission Process and Requirements.....	9
2.1 Bid Submission Process.....	9
2.2 Bid Submission Requirements	10
2.3 Joint Venture.....	10
3. Evaluation and Selection Process.....	Error! Bookmark not defined.
3.1 Evaluation and Selection Process Overview	12
3.2 Stages of the Evaluation and Selection Process	12
3.3 Discussions with Preferred Bidder.....	13
4. Contract and Award Process.....	15
4.1 Form of Contract	15
4.2 Supplementary Terms and Conditions	15
4.3 Contract Execution.....	16
5. Bid Solicitation Procedures, Terms and Conditions.....	18
5.1 Bid Solicitation Procedures.....	18
5.2 Bid Solicitation Terms and Conditions	21
6. Documents Available for Download on bids&tenders	26

1. Procurement Opportunity Invitation and Deliverables

1.1 Introduction

This Bid Solicitation is issued by the City of Greater Sudbury (“City”).

For more information, visit the following websites:

<https://www.greatersudbury.ca/>

<https://www.discoversudbury.ca/>

1.2 Invitation and Deliverables

The City is seeking Bids from Bidders capable of upgrading the Don Lita Lift Station (“Deliverables”), at 2224 Hudson Street, Sudbury, Ontario, as per:

1. the Contract Documents (Refer to Section 4.1); and
2. Appendix A -Deliverables – ISD24-169*.

*Available for download on bids&tenders.

The following apply to this Bid Solicitation Process:

1.2.1 Irrevocability of Bids

Bids shall be irrevocable and shall remain in effect and open for acceptance by the City for ninety (90) calendar days after the Closing Date and Time (“Irrevocable Period”).

1.2.2 Prequalification

To participate in this Bid Solicitation, Bidders must be prequalified under RFPQ ISD24-191 – RFPQ for Various Water/Wastewater 2024-2027 Capital Projects* in the following category that continues to remain open for companies to submit a RFPQ Submission until the **RFPQ Submission Deadline** indicated on the cover page of this Bid Solicitation.

CATEGORY 1: Water Wells, Booster Stations, and Sewage Lift Station Upgrades

CONSTRUCTION/PROJECT VALUE: \$ >\$3,000,000 < \$5,000,000

*The RFPQ can be accessed on bids&tenders in the following link:

<https://greatersudbury.bidsandtenders.ca/Module/Tenders/en/Tender/Detail/25a88205-1fc2-4047-9c30-6e980df887bd?fa=2E3F0CE3ABFE75D693EC03B1BC6A8696D6221F17>

Please note the following from the RFPQ:

RFPQ Submission Process (During open period of Bid Solicitation)

Where a Respondent is submitting their RFPQ Submission during the open period of a Bid Solicitation (i.e. RFT for a project) that they are interested in participating in, they must submit their RFPQ Submission through bids&tenders by the deadline indicated in the Bid Solicitation. Respondents must reference the Bid Solicitation Number/Title and relevant Category on the submission form and letters and indicate “RUSH” in the email notification to the City once the Respondent has submitted in bids&tenders. The City will provide a response to

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

the Respondent whether, or not, they prequalify at least week before the Question Deadline in the Bid Solicitation.

1.2.3 Site Visit (Optional)

Bidders are recommended to attend an optional site visit, at the date, time and location as indicated on the cover page.

PPE Requirements: CSA approved steel toe boots

This is not an opportunity for Bidders to have questions answered but will be merely a showing of the site and existing conditions. In accordance with Section 5.1.2 Clarifications and Questions, Bidders are encouraged, however, to submit written questions in connection with the meeting within bids&tenders. Bidders shall not rely on oral statements provided during the meeting. Oral statements will not be binding or legally effective.

1.2.4 Bid Deposit (Bid Bond) Requirements

Bidders shall submit a Bid Deposit to the City as assurance that, should the Bid be accepted by the City, the Successful Bidder will enter into a Contract in accordance with the terms of the Bid Solicitation within the (10) Business Days following written notification to the Successful Bidder by the City.

The Bid Deposit shall be in the form of a Bid Bond issued by a surety company authorized to transact the business of suretyship in the Province of Ontario (Surety Company) using the same content as CCDC 220 in an amount no less than **fifteen percent (15%)** of the Bidder's Contract Price (Tender Amount), exclusive of HST. The Bid Bond may reference "15% of the Contract Price" in lieu of an actual dollar amount and must be valid for the entire Irrevocable Period.

A Bid Deposit submitted for any previous Contract is not an acceptable alternative for the Bid Deposit requested. Bidders shall provide a digital Bid Deposit in an electronically verifiable and enforceable format (eBond) as detailed below.

Bidders should submit an Agreement to Bond in the form of the Sample Agreement to Bond contained on our Website: <https://www.greatersudbury.ca/do-business/bidding-opportunities/bidders-information/> or other form used by a Surety Company for the required surety bonds (i.e. performance, labour/material) indicated in Section 4.2, to the satisfaction of the City. Bidders may submit as a verifiable eBond or unverified PDF.

All eBonds submitted must be verifiable by a third-party bond verification service. If an eBond cannot be verified, the City will have up to four (4) Business Days to verify the eBond(s) submitted by the Bidder. If the City is unable to verify the eBond(s), the Bidder shall be provided four (4) Business Days to verify the eBond(s), to the satisfaction of the City.

1.2.5 Substitutions

Were the Bid Solicitation specifying a brand/make/model and allows for equivalents, the following procedure must be followed:

1. Submit request to the Official Point of Contract via bids&tenders before the Question Deadline and include the following information:
 - a. Description of the Deliverable and the proposed equivalent
 - b. Product/equipment specifications and any other relevant information
2. The City will review the request and either:

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

- a. Approve via Addendum
- b. Deny via private email message to the Bidder or Notice to all Bidders

No Contract Price shall be based on a presumed acceptance by the City of a substitute item or supply.

1.2.6 Notice of Subjection to Trade Agreement(s)

This Bid Solicitation is subject to:

- Public Procurement Chapter of the Ontario-Québec Trade and Cooperation Agreement (OQTCA)
- Chapter 5 of the Canadian Free Trade Agreement (CFTA)

1.3 Bid Solicitation Documents

The Bid Solicitation Documents consist of the following:

- Section 1 Invitation and Deliverables
- Section 2 Bid Submission Process and Requirements
- Section 3 Evaluation and Selection Process
- Section 4 Contract and Award Process
- Section 5 Bid Solicitation Procedures, Terms and Conditions
- Section 6 Documents Available for Download on bids&tenders
- Addendum/Addenda, Notice or any other information issued or provided by the City to the Bid Solicitation, if any.

Bidders must review the Bid Solicitation Documents and promptly report to the City and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained in the Bid Solicitation Documents.

To facilitate comprehensive responses, Bidders are encouraged to submit questions or clarification requests on bids&tenders.ca as soon as possible and **no later than the date and time** indicated in on the cover page of this Bid Solicitation. Nothing in this notice obligates the City to respond to any question or clarification request.

IMPORTANT: Bidders must fully review the Bid Solicitation documentation for the full description of all mandatory requirements for this Bid Solicitation. Failure to meet the mandatory requirements may result in automatic rejection from the Bid Solicitation. Any concerns regarding mandatory requirements must be brought to the attention of the Official Point of Contact immediately.

1.4 Communication and Official Point of Contact

All communications regarding any aspect of this Bid Solicitation must be directed to the Official Point of Contact as indicated on the cover page of this Bid Solicitation.

All communications should be done through bids&tenders as per Section 5.1.2.

Verbal communications will not be binding on the City. Bidders shall review the Bid Solicitation and shall promptly report and request clarification of any discrepancy, deficiency, ambiguity, error, inconsistency or omission contained therein through <https://greatersudbury.bidsandtenders.ca>

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

Bidders that fail to comply with the requirement to direct all communications to the Official Point of Contact may be disqualified from the Bid Solicitation process. Without limiting the generality of this provision, Bidders shall not communicate with or attempt to communicate with the following in regard to this Bid Solicitation:

- a) any employee or agent of the City (other than the Official Point of Contact);
- b) any member of the Evaluation Team;
- c) any expert or City Consultant(s) assisting the Evaluation Team;
- d) any member of Council or the Mayor; and
- e) any elected official of any level of government, including any member of the staff or any advisor to any elected official.

Notice

Bidders are advised that, from the date of issue of the Bid Solicitation through any award notification:

- a) only the Official Point of Contact is authorized by the City to amend or waive the requirements of the Bid Solicitation pursuant to the terms of this Bid Solicitation;
- b) as noted above, Bidders must not contact anyone, except for the Official Point of Contact, unless instructed to do so in writing by the Official Point of Contact;
- c) Bidders must not contact the user departments regarding this Bid Solicitation, even if they have an existing Contract performing the same or similar Deliverables and are performing Deliverables for the Authorized Person or City employees;
- d) under no circumstances shall a Bidder rely upon any information or instructions from the City, including any officer, director, employee or agent unless the information or instructions are provided in writing by the Official Point of Contact; and
- e) the City shall not be responsible for any information or instructions provided to the Bidder, with the exception of information or instructions provided in writing by the Official Point of Contact.

1.5 Notice of Results in bids&tenders

1.5.1 Unofficial Results in bids&tenders Upon the Closing Date and Time

The name of the Bidder(s) and the Bidder's Contract Price will be displayed on bids&tenders at the Closing Date and Time.

Note: If the Evaluation and Selection Process in Section 3 includes the assessment of qualifications and experience in Stage 1, then the Contract Price will not display until the Bidder passes Stage 1.

1.5.2 Notice of Official Results in bids&tenders upon Award

The City will post the official results of the Bid Solicitation process after the Award of the Contract. The award notice will include the Successful Bidder and value of the Contract. In addition, the City will notify all Bidders through bids&tenders.

1.6 Legal Actions

The Bidder must disclose any pending or threatened legal action against the Bidder or by the Bidder against any third party which may have an impact on the Contract. Submit this information to the Official Point of Contact for this Bid Solicitation. Bids received from such individuals or legal entities may be rejected.

1.7 Rules of Interpretation

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

This Bid Solicitation shall be interpreted according to the following provisions, unless the context requires a different meaning:

- a) Capitalized terms herein which are undefined herein shall, where applicable, have the meaning ascribed to them in the City's Purchasing By-law, as amended from time to time.
- b) Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine, feminine and neutral genders include all other genders.
- c) Words in the Bid Solicitation shall bear their natural meaning.
- d) References containing terms such as "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation."
- e) In construing the Bid Solicitation, general words introduced or followed by the word "other" or "including" or "in particular" shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words.
- f) Unless otherwise indicated, time periods will be strictly construed.
- g) The following terminology applies in the Bid Solicitation:
 - (i) Whenever the terms "must" or "shall" are used in relation to the City or the Bidders, such terms shall be construed and interpreted as synonymous and shall be construed to read "the City shall" or "the Bidder shall", as the case may be;
 - (ii) The term "should" relates to a requirement which the City would like the Bidder to address in its Bid; and
 - (iii) The term "will" describes a procedure that is intended to be followed.

1.8 Definitions

"Addenda/Addendum" means a written change, addition, alteration, correction, or revision to a Bid Solicitation.

"Bid" means all information, submitted by the Bidder, as requested by the City in response to a Bid Solicitation.

"Bid Solicitation Documents" means the documents listed on the cover page of this Bid Solicitation.

"Bid Submission Process" is defined in Section 2.

"Bidder(s)" means the legal entity that submits a Bid in response to this Bid Solicitation and includes all parties to a Joint Venture.

"Business Day(s)" means any day other than Saturday, Sunday, any civic holiday, or holiday described in the *Legislation Act, 2006*, S.O. 2006, c. 21, Schedule F, as amended.

"City" means the municipal corporation of the City of Greater Sudbury.

"Closing Date and Time" means the date and time prior to or at which all Bids must be submitted in accordance with this Bid Solicitation as determined by the bids&tenders web clock and as specified on the cover page of this Bid Solicitation.

"City Consultant" means any person retained to provide professional advice to the City, as applicable.

"Contract" is defined in Section 4.1.

"Contract Price" is defined in Section 3.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

“Deliverables” is defined in Section 1.2 and means the Goods, Services and/or Construction supplied by the Supplier as described in the Bid Solicitation Documents.

“Joint Venture” means an association of two or more parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred to as a consortium, to submit together a Bid.

“Lowest Compliant Bidder(s)” is defined as the Bidder(s) who has/have the lowest Contract Price in accordance with the Evaluation and Selection Process.

“Notice” means a written clarification in response to a question(s) or clarification request(s) from a company.

“Official Point of Contact” means the person who is the main point of contact for the City in regards to this Bid Solicitation.

“Preferred Bidder” means the highest-ranked Bidder(s) that the City has identified as the top-ranked Bidder(s) in accordance with the Evaluation and Selection Process.

“Supplier” and “Successful Bidder” means the Preferred Bidder who has entered into a Contract with the City pursuant to this Bid Solicitation; and could be referred to as “Contractor” in the associated Contract.

2. Bid Submission Process and Requirements

2.1 Bid Submission Process

Bid submissions shall be submitted in accordance with instructions contained within this Bid Solicitation Document.

All responses are to be submitted to the City via bids&tenders:
<https://greatersudbury.bidsandtenders.ca/Module/Tenders/en>.

- The Bidder shall follow the steps within bids&tenders when submitting a Bid.
- Hard copy Bids will NOT be accepted.
- Late Bids shall not be accepted by bids&tenders or the City.

Bidders must have a bids&tenders vendor account and be registered as a Plan Taker for this Bid Solicitation. This will enable the Bidder to download the Bid Solicitation Documents, to receive Addendum and Notice email notifications, download Addenda and Notices and to submit their Bid electronically through bids&tenders.

Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is **RECEIVED** by bids&tenders, **not** when a Bid is submitted by a Bidder, as Bid transmission can be delayed in an ***“Internet Traffic Jam”*** due to file transfer size, transmission speed, etc.

For the above reasons, the City recommends that Bidders allow sufficient time to upload their Bid and attachment(s) (if applicable) and to resolve any issues that may arise. The Closing Date and time shall be determined by the bids&tenders web clock.

Bids&tenders will send a confirmation email to the Bidder advising that their Bid was received successfully. If you do not receive a confirmation email or have bids&tenders system issues, you can:

- visit <https://bidsandtenders.zendesk.com>
- email support@bidsandtenders.ca
- call 1-800-594-4798 (with 2 hour call back)

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

2.2 Bid Submission Requirements

Bidders who submit a Bid agree to be bound by the instructions, clauses and conditions of this Bid Solicitation and accept the contract terms and conditions referenced or included in this Bid Solicitation or any Addendum.

The City requires that the Bidder supply the following for its Bid Submission on bids&tenders.

Requirement (bids&tenders Tabs)	Content	Mandatory Submission Requirement (Y/N)	Submission Instructions (in addition to instructions within bids&tenders)
Step 1: Schedule of Prices	Schedule of items and price(s) that make up the Contract Price: <ul style="list-style-type: none"> - Contract Price Form - Contract Price Form - Contingency and Allowances 	Yes	Fill in all required pricing information as required by the City (preview at the end of this document).
Step 2: Specifications & Questions	The following forms must be filled out: <ul style="list-style-type: none"> - Bidder Information Form - Question(s) 	Yes	Fill in all required information as required by the City (preview at the end of this document).
Step 3: References	The following form must be filled out: <ul style="list-style-type: none"> - Reference Form 	Yes	Fill in all required information as required by the City (preview at the end of this document). This information will be used for the Reference Verification step of the Evaluation and Selection Process.
Step 4: Bonding	Bonding: As per Section 1.2	Yes	Upload all eBonds in bids&tenders in the Bonding tab. Where multiple files exist, place the files in a Zip File and upload. For instructions, see the following link: https://www.greatersudbury.ca/do-business/bidding-opportunities/Proponents-information/
Step 5: Addenda, Terms & Conditions	Declaration Schedule and Addenda Acknowledgement, if required.	Yes	Read and acknowledge the Declaration and addenda, if applicable (preview at the end of this document).

2.3 Joint Venture

If a Bidder is a Joint Venture, it shall ensure to the satisfaction of the City that:

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

- a) the information submitted on the Bidder Information Form referred to in Section 2.2 clearly states that the Bid is submitted as a Joint Venture, the name of the Joint Venture (if applicable), and the name of each party representative(s)/officers to the Joint Venture;
- b) the Bid clearly identifies the roles and responsibilities for all parties to the Joint Venture;
- c) all parties to the Joint Venture are listed as insureds for the purposes of bonding and insurance coverage requirements under the Contract; and
- d) the Bid is either signed by all parties to the Joint Venture, or a statement shall be provided to the effect that the signatory on the Bid represents all parties to the Joint Venture.

The City may, at any time, require each party to the Joint Venture to confirm that the representative has been appointed with full authority to act as its representative for the purposes of the Bid or the resulting agreements.

3. Evaluation and Selection Process

3.1 Evaluation and Selection Process Overview

The evaluation of the Bids will be conducted by the evaluation team (the “Evaluation Team”) in three (3) stages, as described below. A Bid must meet the requirements of each stage of the Evaluation and Selection Process to proceed to the next stage.

The City shall determine, in its sole discretion, the membership of the Evaluation Team, which may include external consultants and advisors to the City.

3.2 Stages of the Evaluation and Selection Process

The evaluation of Bids will be conducted as follows:

Stage	Description
1	Mandatory Requirements
2	Contract Price Evaluation
3	Reference Verification

When evaluating Bids, the City may request further information from the Bidder or third parties to verify or clarify the information provided in the Bidder’s Bid, including but not limited to clarification with respect to whether a Bid meets the mandatory requirements as set out below. The City may revisit, re-evaluate and rescore the Bidder’s response or ranking on the basis of any such information.

3.2.1 Stage 1 - Review of Mandatory Requirements (Pass/Fail)

Review of Mandatory Requirements will consist of a review by the Evaluation Team to determine which Bids comply with all the mandatory submission requirements and other mandatory requirements as indicated below:

Mandatory Requirements:

- All documents and information described in Section 2.2 as mandatory.
- Bidder have been prequalified as per Section 1.2
- **Health and Safety Management System Acknowledgement:** The Bidder must acknowledge that they have a Health and Safety Management System (HSMS) that complies with all aspects of the Ontario Occupational Health and Safety Act (OHSA), applicable legislation and other requirements specific to the industry in which they operate. Refer to Step 2 of the submission process in bids&tenders.
- Bid must contain Bid Bond/Deposit as required by Section 1.2

Schedule “B” of the [City’s Purchasing By-Law](#) will apply for the purpose administering irregularities contained in a Bid.

Bidder’s Bids that comply with this requirement will move onto the next stage of the Evaluation and Selection Process.

3.2.2 Stage 2 – Contract Price Evaluation

The Evaluation Team will review the Contract Price of all Bidders who met the above mandatory requirements to determine the Lowest Compliant Bidder*.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

Contract Price Evaluation:

Refer to the bids&tenders Contract Price forms (also located at the end of the Bid Solicitation).

The Bidder will provide unit prices for all Deliverables indicated in the Contract Price Form ("Contract Price"). The Contract Price includes the Contingency and Allowances.

The Lowest Compliant Bidder will be determined by the Bidder with the lowest total Contract Price including the Contingency and Allowances.

The City intends to Award the Contract to one (1) Bidder for all Deliverables.

Unless otherwise stated herein, the Contract Price(s) submitted by the Bidder shall be in full compensation for all items, including but not limited to labour, equipment, materials, mobilization, demobilization, insurance, tariffs, income taxes, overhead and profit and permit costs, excepting only applicable taxes which shall be identified separately. Any items omitted there from which are clearly necessary for the completion of the Deliverables shall be considered part of the Deliverables and included in the Contract Price in the Bid Submission, notwithstanding that it may not be directly specified in the Bid Solicitation Documents.

*In the event of a tie score, the procedures within [Section 30 of the City's Purchasing By-Law](#) will be followed.

3.2.3 Stage 3 – Reference Verification (Pass/Fail)

The Evaluation Team may verify as many references provided by the Lowest Compliant Bidder(s) in the References schedule as the Evaluation Team may deem appropriate and such references may be conducted via email, telephone, and/or in-person, as the Evaluation Team may determine in its sole discretion.

References will be assessed on a pass/fail basis as to their satisfaction with the previous work/services performed, and will serve to validate (or not, as the case may be) the evaluation conducted by the Evaluation Team.

The City will review past performance on City contracts if not included in the above projects and references (if applicable). In addition, the City will review eligibility of the Lowest Compliant Bidder(s) against the requirements stated in Section 37 of the City's [Purchasing By-Law](#).

The City reserves the right to forego this stage of the Evaluation and Selection Process if the City has previously contracted with the Lowest Compliant Bidder(s) and has had positive results.

If the Preferred Bidder does not pass this stage, the Lowest Compliant Bidder(s) will be disqualified and the Evaluation Team will move onto the next Lowest Compliant Bidder(s), and so on.

After the references have been successfully verified, the City will notify the Lowest Compliant Bidder(s) of its position as the Preferred Bidder(s).

3.3 Discussions with Preferred Bidder

After identifying the Preferred Bidder, if any, the City may attempt to finalize the terms and conditions of the Contract with the Preferred Bidder or it may, in its sole discretion, prior to making the Award, enter into a letter of intent or issue a Purchase Order with the Preferred Bidder, on terms satisfactory to the City, as an interim measure.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

The City shall always be entitled to exercise its right under Section 5.2.2 and 5.2.3 - Rights of the City. For certainty, the City makes no commitment of any kind to the Preferred Bidder until the Contract has been executed between the City and the Preferred Bidder. The Preferred Bidder acknowledges that the commencement of any discussions in respect of the Contract does not create any contractual obligations between the City and the Preferred Bidder.

4. Contract and Award Process

4.1 Form of Contract

The “Contract Documents” consists of the following:

- a) the “Contract”, which means the [CCDC2 – 2020 Stipulated Price Contract](#) executed by the City and Successful Bidder, as amended by the CCDC 2 2020 - Supplementary Conditions (September 2024)* and additional supplementary terms and conditions in Section 4.2;
- b) Appendix A – Deliverables – ISD24-169*;
- c) the Bid Solicitation Documents; and
- d) the Bidder’s Bid.

*available for download on bids&tenders

It is important the Bidder reviews all terms and conditions within the Contract, as it contains provisions on the following:

- Insurance requirements
- Indemnity and liability
- Health and Safety
- Surety Bonding

By submitting a Bid, the Preferred Bidder has agreed with all the terms and conditions set forth in the Contract. The City will not negotiate the terms and conditions of above Contract with the Preferred Bidder(s).

This provision is solely for the benefit of the City and may be waived by the City in its sole and absolute discretion.

4.2 Supplementary Terms and Conditions

The following represent terms and conditions that are either not found in the above referenced Contract Documents or terms and conditions that will replace (supersede) the current ones within the Contract Documents:

4.2.1 Contract Term

The Work shall commence upon Contract execution (approximately by February 19th, 2025) and must reach Substantial Completion of the Work **by December 31st, 2025.**

4.2.2 Surety Bonds

The Contractor shall provide and maintain the following surety bonds, guaranteeing the labour/material and performance of the Work within the stipulated period including the duration of the warranty period or maintenance period hereunder:

- a) Labour and Material Bond (Form 31) with a coverage limit of 50% of the Contract Price, plus Value Added Taxes in the Contract; and
- b) Performance Bond (Form 32) with a coverage limit of 50% of the Contract Price, plus Value Added Taxes in the Contract.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

Upon the non-compliance by the Contractor of any of the terms or conditions of the Contract, the City may, at any time, advance a claim against either or both surety bonds. The Contractor acknowledges and agrees that any claim advanced by the City against the surety bonds will not in any way limit the City's ability to collect additional amounts owing from the Contractor to the City.

4.2.3 Pre-Construction Meeting

Following Contract execution, a pre-construction meeting shall be scheduled with the Contractor. The Contractor will be required to submit to the City the following information at that time and prior to commencement of any Work, namely:

- A construction "progress schedule" indicating clearly the proposed order and time allowance for various phases of the Work in sufficient detail to show weekly progress and the completion of the Work in accordance with the date indicated by the City in the Contract;
- Notice of Project filed with the Ministry of Labour, where required;
- Any plans or other documentation required by the *Occupational Health and Safety Act* or the regulations adopted thereunder; and
- A listing of sub-contractors, where permitted, and suppliers that the Contractor wishes to utilize for completing the Work.

4.3 Contract Execution

Following the identification of the Preferred Bidder(s), the City shall notify the Preferred Bidder(s) that its Bid has been accepted.

The Preferred Bidder(s) shall have five (5) Business Days ("Notification Period") from receipt of the "Notification of Preferred Bidder" email, to provide the documents listed below. Once all documentation has been received and verified by the City, the Contract will be sent via email or mail. The Preferred Bidder(s) shall have five (5) Business Days from receipt of Contract to execute the Contract and return to the City. Failure to execute and return the Contract within the specified time may result in legal action, the disqualification of the Bidder from future Bid Solicitations, the forfeiture of the Bid Deposit (if included in this Bid Solicitation), the award by the City to another Bidder and/or the issuance of a new Bid Solicitation.

The Preferred Bidder is required to provide the following documentation prior to conclusion of the Notification Period:

- Valid Insurance Certificate(s) in amounts and coverage as specified in the Contract.
Valid Workplace Safety and Insurance Certificate of Clearance (WSIB).
- Surety Bonds as required in Section 4.2 from an insurer or surety licensed under the *Insurance Act*, R.S.O. 1990, c. I.8, to write surety and fidelity insurance in an electronic format (eBond) on the prescribed form required by Regulation 303/18 of the *Construction Act*, R.S.O. 1990, c. C.30, (samples of the acceptable formats can be found on the City's Website: <https://www.greatersudbury.ca/do-business/bidding-opportunities/bidders-information/>) and in substance satisfactory to the City.
- EFT forms and documents.

If the City determines that it is unable to enter into the Contract with the Preferred Bidder within the Notification Period, the City may, in its sole discretion, discontinue the award process with the Preferred Bidder and exercise its rights under Section 5.2.2 and 5.2.3 - Rights of the City.

The Preferred Bidder acknowledges that the commencement of any discussions in respect of the Contract does not create any contractual obligations between the City and the Preferred Bidder. For certainty, the City

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

makes no commitment of any kind to the Preferred Bidder until the Contract has been entered and there shall not be a binding contract until City and the Preferred Bidder have executed the Contract.

Where a Preferred Bidder is a Joint Venture:

- (a) the Contract may be executed either by all parties to the Joint Venture or a statement shall be provided to the effect that the signatory represents all parties to the Joint Venture; and
- (b) all parties to the Joint Venture will be jointly and severally liable for the performance and delivery of the Contract.

The City may require the Contract to be entered by the Bidder in the name(s) in which the Bid was submitted. In the event of a difference between the name(s) of the Bidder under its Bid and the name(s) under which it is proposed to enter the Contract, the City may disqualify the Bid or treat the Bidder as refusing to enter into the Contract as awarded, or may, but shall not be obliged to, require that the Bidder provide evidence that the party proposing to enter into the Contract is one and the same person as the Bidder.

5. Bid Solicitation Procedures, Terms and Conditions

5.1 Bid Solicitation Procedures

5.1.1 Information

- a) Company to Review - Every company should carefully review the Bid Solicitation to ensure that it has no reason to believe there are any uncertainties, inconsistencies, errors, omissions, or ambiguities in any part of the Bid Solicitation. Every company is responsible for conducting its own investigations and due diligence necessary for the preparation of its Bid.

- b) Company to Notify - In the event that company has any reason to believe that any of the conditions listed in Section 5.1.1 (a) (Company to Review) exist; the company must notify the City through bids&tenders, prior to submitting a Bid. The Official Point of Contact will then clarify for the benefit of all companies, if required.

Bidders shall not:

- after submission of a Bid, claim that there was any misunderstanding or that any of the conditions set out in Section 5.1.1 were present with respect to the Bid Solicitation; or
- claim that the City is responsible for any uncertainty, inconsistency, error, omission, or ambiguity in any part of the Bid Solicitation.

5.1.2 Clarifications and Questions

The following apply regarding any request for clarifications and questions of any aspect of the Bid Solicitation:

- Companies must submit requests for clarification through bids&tenders.
- Where a question relates to a specific section of this Bid Solicitation, reference should be made to the specific section number and page.
- Requests for clarification must be submitted by the date indicated on the cover page of this Bid Solicitation, or as amended.

The City will provide Bidders with responses to questions that are submitted in accordance with the above, subject to the provisions of this Section. Questions and answers may be distributed in numbered Addenda to Bidders by posting such Addenda on bids&tenders or by sending an email notice from bids&tenders. In answering a Bidder's questions, the City will set out the question(s), but without identifying the Bidder that submitted the question(s) and the City may, in its sole discretion,

- edit the question(s) for clarity;
- exclude questions that are either unclear or inappropriate, and
- answer similar questions from various Bidders only once.

Any answer that is intended to result in any change to any aspect of the Bid Solicitation will be formally evidenced through the issue of a separate Addendum for this purpose.

5.1.3 Addenda/Changes to the Bid Solicitation Documents

1. The City may, in its sole discretion, amend or supplement the Bid Solicitation Documents prior to the Closing Date and Time. The City will issue changes to the Bid Solicitation Documents by Addenda distributed in bids&tenders. No other statement, whether verbal or written, made by the City or the City Consultant(s), including, for clarity, the Official Point of Contact, or any other person, will amend the Bid Solicitation Documents.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

2. The Bidder is solely responsible to ensure that it has received all Addenda issued by the City.
3. Bidders shall acknowledge receipt of any Addenda when submitting their Bid through bids&tenders. Bidders shall check a box for each Addendum and any applicable attachments that have been issued before a Bidder may submit their Bid.
4. Addenda will be issued through bids&tenders at least five (5) Business Days prior to the Closing Time Date and Time. The approximate final date that the City will issue an Addendum is set out on the Request for Tender cover page; however, the City may issue other Addenda at any time.
5. In the event an Addendum is issued within five (5) Business Days prior to the Closing Date and Time, it may include an extension of the Closing Date and Time. It is the responsibility of the Bidder to have received and acknowledged all Addenda that have been issued. Bidders should check online at greatersudbury.bidsandtenders.ca prior to submitting their Bid and up until the Closing Date and Time in the event additional Addenda are issued. The City encourages Bidders **not** to submit their Bid **prior to** five (5) Business Days before the Closing Date and Time if additional Addenda are issued. If a Bidder submits their Bid prior to this or at any time prior to the Closing Date and Time and an Addendum is issued by the City, bids&tenders shall **WITHDRAW** the Bid Submission and change the Bid Submission to an **INCOMPLETE STATUS (NOT accepted by the City of Greater Sudbury)** and the withdrawn Bid Submission can be viewed by the Bidder in the "**MY BIDS**" section of bids&tenders. The Bidder is solely responsible to:
 - a) make any required adjustments to their Bid; and
 - b) acknowledge the Addendum/Addenda; and
 - c) ensure the re-submitted Bid is **RECEIVED** by bids&tenders no later the Closing Date and Time.

5.1.4 Withdrawal/Revision of Bids

Bidders may revise or withdraw their Bid **prior to** the Closing Date and Time. However, the Bidder is solely responsible to:

- a) make any required adjustments to their Bid; and
- b) acknowledge the Addendum/Addenda; and
- c) Ensure the re-submitted Bid is **RECEIVED** by bids&tenders by the Closing Date and Time.

5.1.5 Errors and Omissions

The City shall not be held liable for any errors or omissions in any part of this Bid Solicitation. While the City has used considerable effort to ensure an accurate representation of information in this Bid Solicitation, the information contained is supplied solely as a guideline for Bidders. The information is not guaranteed or warranted to be accurate by the City, nor is it necessarily comprehensive or exhaustive. Nothing in the Bid Solicitation is intended to relieve the Bidders from forming their own opinions and conclusions with respect to the matters addressed herein.

5.1.6 Insurance and Workplace Safety during the Bid Solicitation Process

If, during the Bid Solicitation Process, a Bidder attends a site visit or meeting contemplated in the Bid Solicitation Documents, such Bidder 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 to attend such site visits and/or meetings.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

5.1.7 Bid Acceptance

The lowest price Bid or any Bid shall not necessarily be accepted. While price and financial considerations constitute an element of the Evaluation and Selection Process, several other considerations are to be considered in evaluating the Bids, as is set out in Section 3 (Bid Evaluation and Selection Process).

5.1.8 Award Notification

Once the Contract has been executed with the Preferred Bidder(s), a notice of award will be posted within 72 calendar days on bids&tenders.

5.1.9 Conflict of Interest

1. For the purposes of the Bid Solicitation Process, “**Conflict of Interest**” includes any situation or circumstance where a Bidder or any of its consultant(s), or any of the employees of a Bidder or Bidder's consultant(s) engaged in the development or oversight of development of the Bidder’s Bid (including for such employees in their personal capacities):
 - (a) has commitments, relationships or financial interests or involvement in any litigation or proceeding that:
 - (i) 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 City or City Consultant(s); or
 - (ii) could or could be seen to compromise, impair or be incompatible with the effective performance of a Bidder’s obligations under the Contract if that Bidder was determined to be the Successful Bidder under the Bid Solicitation Process;
 - (b) has contractual or other obligations to the City that could or could be seen to have been compromised or otherwise impaired as a result of its participation in the Bid Solicitation Process; or
 - (c) has knowledge of confidential information that,
 - (i) has been made available to the Bidder or any of its consultant(s) by the City;
 - (ii) is not available to other Bidders and that could be seen to give the Bidder an unfair competitive advantage.
2. If a Bidder believes that a Bidder or a person who has had or who will have significant involvement in the preparation and/or oversight of the preparation of the Bid may have a perceived, potential or actual Conflict of Interest prior to the submission of a Bid, then that Bidder is required to notify the Official Point of Contact at least five (5) Business Days prior to the Closing Date and Time, by email, a statement that details the perceived, potential or actual Conflict of Interest and contact information of the Bidder, so the Official Point of Contact may follow-up. The email and resulting communications will be used by the City in its assessment of the presence of a perceived, potential or actual Conflict of Interest involving any Bidder or any employee or consultant of the City in respect to providing Deliverables. For clarity, all Bidders are also required to acknowledge that they have reviewed this section in the Declaration section of the Bid Submission Process within bids&tenders.

Following submission of its Bid, if a Bidder discovers any perceived, potential or actual Conflict of Interest, the Bidder must promptly disclose such Conflict of Interest to the Official Point of Contact.

3. At the request of the City, the Bidder will provide the City with the Bidder’s proposed means to mitigate and minimize to the greatest extent practicable any perceived, potential or actual Conflict of Interest.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

The Bidder will submit any additional information to the City that the City considers necessary to properly assess the perceived, potential or actual Conflict of Interest.

4. The final determination of whether a perceived, potential or actual Conflict of Interest exists will be made by the City in its sole discretion. The City may, in its sole discretion,
 - (a) exclude any Bidder or Bidder consultant on the grounds of Conflict of Interest;
 - (b) require the Bidder or a Bidder's consultant to substitute a new person for the person giving rise to the Conflict of Interest; and/or
 - (c) waive any and all perceived, potential or actual Conflicts of Interest of Bidder or any of their respective consultant, upon such terms and conditions as the City, in its sole discretion, requires to satisfy itself that the Conflict of Interest has been appropriately managed, mitigated and minimized, including requiring the Bidder to put into place such policies, procedures, measures and other safeguards as may be required by and be acceptable to the City, in its sole discretion, to manage, mitigate and minimize the impact of such Conflict of Interest.

5. Without limitation to any other rights of the City hereunder, in order to ensure the integrity, openness and transparency of the Bid Solicitation Process, the City may, in its sole discretion,
 - (a) impose at any time on all Bidders additional conditions, requirements or measures, with respect to bidding practices or ethical behaviour of the Bidder; and
 - (b) require that any or all Bidders at any time during the Bid Solicitation Process provide the City with copies of its internal policies, processes and controls establishing ethical standards for its bidding practices and evidence of compliance by the Bidder with such policies, processes and controls.

5.1.13 Verification/Clarification

When evaluating Bids, the City may request further information from the Bidder or third parties in order to verify or clarify the information provided in the Bidder's Bid, including but not limited to clarification with respect to whether a Bid meets the mandatory technical requirements as set out in Section 3.2. The City may revisit, re-evaluate and rescore the Bidder's response or ranking on the basis of any such information.

5.2 Bid Solicitation Terms and Conditions

5.2.1 Confidentiality

1. Confidential Information of the City - All correspondence, documentation, and information of any kind provided to any Bidder in connection with or arising out of this Bid Solicitation or the acceptance of any Bid,
 - a) remains the property of the City and shall be removed from the City's premises only with the prior written consent of the City;
 - b) must be treated as confidential and shall not be disclosed except with the prior written consent of the City;
 - c) must not be used for any purpose other than for replying to this Bid Solicitation and for the fulfillment of any related subsequent contract; and
 - d) must be returned upon request by the City.

2. Confidential Information of the Bidder - Except as provided otherwise in this Bid Solicitation, or as may be required by governing law, the City shall treat the Bidder's Bid and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by the City.

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

3. Personal Information

- a) The Bidder should not submit as part of its Bid any information related to experience of persons who will be assigned to provide Deliverables unless specifically requested. Should the City subsequently request such information from the Preferred Bidder during the process to finalize any Contract that may be awarded from this Bid Solicitation, the City will treat this information in accordance with the provisions of this Section.
- b) Any personal information as defined in the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA") that is requested from each Bidder by the City shall only be used to select the qualified individuals to provide Deliverables.
- c) It is the responsibility of each Bidder to obtain the consent of such individuals prior to providing the information to the City. The City will consider that the appropriate consents have been obtained for the disclosure to and use by the City of the requested information for the purposes described.
- d) Personal information collected in relation to Bids submitted to the City of Greater Sudbury is collected pursuant to Section 10 of the *Municipal Act, 2001*, and Section 31 of the *Municipal Freedom of Information and Protection of Privacy Act* and shall only be used to evaluate a Bid within the procurement process. Such personal information shall be retained in accordance with the City of Greater Sudbury's Records Retention By-law (By-law 2015-226) and shall only be disclosed in accordance with the *Municipal Freedom of Information and Protection of Privacy Act*. Questions regarding the collection of this information may be directed to the Chief Procurement Officer, City of Greater Sudbury, PO Box 5000, Stn A, 200 Brady Street, Sudbury, Ontario, P3A 5P3, purchasings@greatersudbury.ca, or by calling 3-1-1.

4. Non-Disclosure Agreement

The City reserves the right to require any Bidder to enter into a non-disclosure agreement satisfactory to the City.

5.2.2 Rights of the City – General

In addition to any other express rights or any other rights which may be implied in the circumstances, the City reserves the right to:

- a) make public the names of any or all Bidders;
- b) waive any issues of non-compliance that it deems, in its sole discretion, to be non-material, trivial or insignificant and in accordance with Schedule "B" of the City's purchasing By-law. Where the City exercises its right to waive herein it may accept the Bid as submitted or may require the Bidder to correct such issue if there shall be no change in the Contract Price.
- c) request written information from any Bidder and incorporate such clarification or supplementary written information into the Bidder's Bid;
- d) verify with any Bidder or with a third party any information set out in a Bid;
- e) check references other than those provided by the Bidder;
- f) disqualify a Bid where the Bidder reveals a Conflict of Interest in its Bid or a Conflict of Interest or evidence is brought to the attention of the City;
- g) make changes, including substantial changes, to this Bid Solicitation provided that those changes are issued in the manner set out in this Bid Solicitation;
- h) accept or reject a Bid if only one Bid is submitted;
- i) select any Bidder other than the Bidder whose Contract Price reflects the lowest cost to the City;
- j) cancel this Bid Solicitation at any stage and issue a new Bid Solicitation for the same or similar requirements, including where:
 - the City determines it would be in the best interest of the City not to award a Contract;

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

- the Contract Price exceed the prices received by the City for goods or services previously acquired of a similar nature;
- the Contract Price exceed the costs the City would incur by providing the Deliverable, or most of the Deliverables, with its own resources;
- the Contract Price exceed the funds available for the Deliverables; or
- the funding for the acquisition of the proposed Deliverables has been revoked, modified, or has not been approved.

Where the City cancels this Bid Solicitation, the City may do so without providing reasons for any such cancellation, and the City may thereafter issue a new Bid Solicitation, Single Source or do nothing; and/or

- k) reject any or all Bids in its absolute discretion, including where a Bidder has launched legal proceedings against the City or is otherwise engaged in a dispute with the City.

By submitting a Bid, the Bidder authorizes the collection by the City of the information identified in this Bid Solicitation, which the City may request from any third party.

5.2.3 Rights of the City – Preferred Bidder

If the Preferred Bidder fails or refuses to execute the Contract within the stated number of Business Days in Section 4.2 from being notified of its position as the Preferred Bidder, the City may, in its sole discretion:

- a) extend the period for concluding the Contract, provided that if substantial progress towards executing the Contract is not achieved within a reasonable period of time from such extension, the City may, in its sole discretion, terminate the discussions;
- b) exclude the Preferred Bidder' Bid from further consideration and begin discussions with the next Lowest Compliant Bidder without becoming obligated to notify all Bidders; and
- c) exercise any other applicable right set out in this Bid Solicitation, including but not limited to, cancelling the Bid Solicitation or issuing a new Bid Solicitation for the same or similar Deliverables.

The City may also cancel this Bid Solicitation in the event the Preferred Bidder fails to obtain any of the permits, licenses, consults, or authorizations required pursuant to this Bid Solicitation.

5.2.4 Disqualification of Bidders

A Bidder may be excluded from eligibility to submit or a submitted Bid may be summarily rejected, where the Chief Administrative Officer, the Chief Procurement Officer and the applicable Executive Leadership Team Member agree, in consultation with the City Solicitor, in their absolute sole discretion that one of the following circumstances has occurred:

- (a) the Bidder is or has been involved in Litigation with the City, its elected officials, officers or employees;
- (b) the Bidder has failed to pay an amount owed to the City when due and owing;
- (c) there is documented evidence of poor performance and/or non-performance;
- (d) the Bidder has withdrawn its Bid on a previous Bid Solicitation after Bids have been opened by the City;
- (e) the Bidder is in breach of the Purchasing By-law;
- (f) the Bidder has been determined to be in non-compliance with the terms of the City's Fair Wage Policy as adopted pursuant to By-law 2007-298 or as amended;
- (g) the Bidder or its personnel have demonstrated abusive behaviour or threatening conduct towards City employees, their agents or representatives;
- (h) the Bidder has been convicted of a criminal offence including but not limited to fraud or theft;
- (i) the Bidder has been convicted of any quasi-criminal offence pursuant to applicable legislation or regulations including but not limited to the *Occupational Health and Safety Act*, as amended, where the circumstances of that conviction demonstrate a disregard on the part of the Bidder for the health and safety of its workers, City Employees or the general public;
- (j) the Bidder is bankrupt or insolvent;
- (k) the Bidder has made a false declaration(s); or,

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

- (l) the Bidder has committed professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Bidder.

For the purposes of this section, the Bidder shall be deemed to include any related entity and any partner, principal, director or officer of such Bidder as well as any other legal entity with one or more of the same partner(s), principal(s), director(s) or officer(s).

5.2.5 Bidder's Costs

The Bidder will bear all costs and expenses incurred by the Bidder relating to any aspect of its participation in the Bid Solicitation Process. In no event will the City be liable to pay any costs or expenses or to reimburse or compensate a Bidder under any circumstances, regardless of the conduct or outcome of the Bid Solicitation Process.

5.2.6 Background Studies and Information

Background studies and information such as soils reports or environmental studies are prepared for design purposes, and when provided to the Bidder, are for information purposes only. Bidders shall rely on their own investigation and interpretation of this information and draw their own conclusions as to how this will affect their bidding and construction techniques.

5.2.7 Limit on Liability

The Bidder agrees that, if the City is found to be liable for any act or omission in respect of, without limitation, the administration of the procurement process or award by it of this Bid Solicitation, the total liability and aggregate amount of damages recoverable against the City for any matter or relating to or arising from any act or omission by the City, whether based upon an action or claim in contract, warranty, equity, negligence or otherwise, shall be limited to the Bidder's cost of preparing its Bid.

5.2.8 Debriefing

Unsuccessful Bidders may, within sixty (60) calendar days of being informed that they have been unsuccessful in relation to this Bid Solicitation, make a written request to the Official Point of Contact for a debriefing and the City shall arrange a debriefing meeting to discuss the details of the Bidder's Submission.

The City will determine the format, timing and contents of the debriefing session. Generally, debriefings shall include a discussion regarding the unsuccessful Bidder's Bid, why it was unsuccessful, and the relative advantages of the Successful Bidder's Bid. The debriefing is not for the purpose of challenging the procurement process.

Where a Bidder is dissatisfied subsequent to the debriefing meeting, he or she may, within ten (10) Business Days of the date of the debriefing meeting, file a formal written complaint to the City's Chief Procurement Officer, or designate, which complaint shall be investigated, and a written response provided within sixty (60) Business Days of receipt of the formal written complaint.

5.2.9 Bid Dispute Procedure

With respect to any disputes that may arise in connection with this Bid Solicitation Process, Bidders are to refer to the Complaint Process at section 32 of the [City's Purchasing By-Law](#).

5.2.10 Application of MFIPPA

By submitting a Bid, the Bidder agrees that any and all information contained in its Bid will be treated in accordance with the relevant provisions of the *Municipal Freedom of Information and Protection of Privacy Act* ("MFIPPA"). Section 10 of MFIPPA extends protection in certain circumstances to records which reveal a trade secret or scientific, commercial, financial or labour relations information. The Information and Privacy Commission has held that unit pricing, quantities and extended prices arising out of competitive procurement

RFT ISD24-169
ISD24-169 Don Lita Lift Station Upgrades

are records that a municipality may not refuse to disclose pursuant to section 10 of MFIPPA. Accordingly, the City reserves the right to disclose pricing information, including quantities and unit, extended and total pricing, and the Bidder, in submitting its Bid, hereby consents to such disclosure.

5.2.11 Media Releases, Public Disclosures and Public Announcements

1. Bidders are prohibited from, and will ensure that their consultant(s) 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 Bid Solicitation Process, the Bid Solicitation Documents or the Deliverables or any matters related thereto, without the prior written consent of the City, which consent may be withheld in the City's sole discretion.
2. Neither the Bidder nor any of its respective consultant(s), will make any public comment, respond to questions in a public forum, or carry out any activities to either criticize another Bidder or Bid or to promote publicly or advertise their own qualifications, interest in or participation in the Bid Solicitation Process without the City's prior written consent, which consent may be withheld in the City's sole discretion.
3. For the purpose of greater clarity, the section above does not prohibit disclosures necessary to permit the Bidder to discuss the Deliverables with prospective subcontractors but such disclosure is permitted only to the extent necessary to solicit those subcontractors' participation with respect to the Deliverables.

5.2.12 Currency

All references to amounts in this Bid Solicitation shall be in Canadian dollars unless another currency is specifically requested herein.

5.2.13 Entire Bid Solicitation

The Bid Solicitation Documents, Addenda and all Attachment/Schedules/Appendices form an integral part of this Bid Solicitation.

5.2.14 Governing Law

The Bid Solicitation, the Bidder's Bid, and any resulting Contract shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

5.2.15 Competition Act

Under Canadian law, a Bidder's Bid must be prepared separately and independently, without conspiracy, collusion or fraud. For more information on this topic, Bidders may wish to visit the Department of Justice website.

5.2.16 Language

Bid Submissions are required to be submitted in English only.

6. Documents Available for Download on bids&tenders

The following documents are available for download on bids&tenders and form a part of the Bid Solicitation Documents:

- Appendix A -Deliverables – ISD24-169
- CCDC 2 2020 - Supplementary Conditions (September 2024)*
- Draft Proper Invoice
- ISD24-169 Don Lita Lift Station Upgrades – Special Provisions
- ISD24-169 Don Lita Lift Station Upgrades – Drawings
- ISD24-169 Don Lita Lift Station Upgrades – Specifications
- ISD24-169 Designated Substance Survey
- ISD24-169 Geotechnical Report

ISD24-169 - Request for Tender (RFT) for Don Lita Lift Station Upgrades

Opening Date: December 6, 2024 3:30 PM

Closing Date: February 6, 2025 1:30 PM

Schedule of Prices

* Denotes a "MANDATORY" field

Do not enter \$0.00 dollars unless you are providing the line item at zero dollars to the City.

If the line item and/or table is "NON-MANDATORY" and you are not bidding on it, leave the table and/or line item blank. Do not enter a \$0.00 dollar value.

Contract Price Form

Bidders shall complete the following schedule ensuring that all prices entered are accurate. Please refer to Section 3 of the Bid Solicitation Document for additional information regarding the Contract Price.

Item Name	Item No	DIV/SP/GSSS/OPSS	Description	Unit of Measure	Quantity	Contract Price *	Sub-Total
General	1.01	S.P. 1	Mobilization and Demobilization	L.S.	1		
General	1.02	S.P. 2	Cost of Bonding and Insurance	L.S.	1		
General	1.03	S.P. 3	Lump Sum for Other Requirements	L.S.	1		
Division 1 General Requirements	1.06	Div. 1, S.P. 4	General Requirements	L.S.	1		
Division 1 General Requirements	1.07	S.P. 7	Project Plans	L.S.	1		
Division 1 General Requirements	1.08	S. P. 8	Field Office	L.S.	1		
Division 2 Site Works	2.01	All Divisions	Decommission, Demolition & Removals Existing Equipment Building and Wet Well	L.S.	1		
Division 2 Site Works	2.02	All Divisions	Decommission, Demolition & Removals Existing Dry Well	L.S.	1		
Division 2 Site Works	2.03	Div. 2	Partial Removal Existing Chain Link Fencing & Gate	L.S.	1		
Division 2 Site Works	2.03	Div. 2	Removal of Existing Yard Piping	L.S.	1		
Division 2 Site Works	2.04	All Divisions	Temporary Pumping, Power & Control Systems (Lift Station Bypass)	L.S.	1		
Division 2 Site Works	2.05	Div.2, 805 MUNI	Erosion & Sediment Control	L.S.	1		
Division 2 Site Works	2.06	Div.2, S.P.13	Dewatering	L.S.	1		
Division 2 Site Works	2.07	Div.2	Engineered Bracing & Shoring System	L.S.	1		
Division 2 Site Works	2.08	Div.2	Vibration Monitoring	L.S.	1		
Division 2 Site Works	2.09	Div.2, 201 MUNI	Earth Excavation, Trenching & Backfilling	L.S.	1		
Division 2 Site Works	2.10	Div.2, 314/501 MUNI	Granular Materials & Compaction	L.S.	1		
Division 2 Site Works	2.11	Div.2	Yard Piping, Valves, Fittings & Appurtanences	L.S.	1		
Division 2 Site Works	2.12	Div.2, S.P.10	Corrosion Protection Yard Piping	L.S.	1		
Division 2 Site Works	2.13	772 MUNI	New Chain Link Fencing, Appurtanences & Gate (OPSD 972.130; 102)	L.S.	1		
Division 2 Site Works	2.14	Div.2	Bollards	L.S.	1		
Division 3 Concrete	3.01	Div. 3	Cast-In-Place Concrete Exterior Generator and Backflow Equipment Pads Incl. Reinforcing Steel	L.S.	1		
Division 3 Concrete	3.02	Div. 3	Cast-In-Place Concrete Interior MCC, ICP & Transformer Housekeeping Pads Incl. Reinforcing Steel	L.S.	1		
Division 3 Concrete	3.03	Div. 3	Precast Concrete Valve Chamber	L.S.	1		
Division 3 Concrete	3.04	Div. 3	Concrete Modifications Wet Well Roof Slab	L.S.	1		
Division 3 Concrete	3.05	Div. 3	U-Fill Concrete Dry Well	L.S.	1		
Division 3 Concrete	3.06	Div. 3	Lean Concrete Valve Chamber	L.S.	1		
Division 3 Concrete	3.07	Div. 3	Concrete Benching & Pipe Supports	L.S.	1		
Division 3 Concrete	3.08	Div.3, S. P. 9	Concrete Substrate Preparation Wet Well Walls & Floor by sandblasting including all requirements for dust protection and control as Directed (Provisional)	s.q. m	85		
Division 3 Concrete	3.09	Div.3, S. P. 9	Cleaning of Interior Wet Well Walls & Floor by Pressure Washing and Removal of Debris as Directed (Provisional)	s.q. m	85		
Division 3 Concrete	3.10	Div.3, S. P. 9	Concrete Surface Repair in Wet Well Walls (per Typ. Details) as Directed (Provisional)	s.q. m	40		
Division 3 Concrete	3.11	Div.3, S. P. 9	Concrete Surface Repair in Wet Well Base Slab (Typ. Details) as Directed (Provisional)	s.q. m	3		
Division 3 Concrete	3.12	Div.3, S. P. 9	Concrete Crack repair (non-leaking cracks) - routing and filling crack with approved resin Material in Wet Well Walls & Base Slab as Directed (Provisional)	Lm	20		
Division 3 Concrete	3.13	Div.3, S. P. 9	Concrete Crack repair (leaking cracks) - Injection of cracks with approved resin materials (epoxy or Polyurethane) Material in Wet Well Walls & Base Slab as Directed (Provisional)	Lm	10		

Division 3 Concrete	3.14	Div.3, S. P. 9	Full Application of Waterproofing Coating/Cementitious Coating on Wet Well Wall & Base Slab as Directed (Provisional)	s.q. m	85		
Division 3 Concrete	3.15	Div. 3	Concrete Other (Anchors etc.)	L.S.	1		
Division 5 Metals	5.01	Div. 5	Aluminum Access Hatches	L.S.	1		
Division 5 Metals	5.02	Div. 5	Aluminum Grating & Guardrail	L.S.	1		
Division 5 Metals	5.03	Div. 5	Aluminum Stairs & Guardrail	L.S.	1		
Division 5 Metals	5.04	Div. 5	Aluminum Ladders	L.S.	1		
Division 5 Metals	5.05	Div. 5	Miscellaneous Metals	L.S.	1		
Division 7 Thermal & Moisture Protection	7.01	Div. 7, Div. 3	Insulation	L.S.	1		
Division 7 Thermal & Moisture Protection	7.02	Div. 7, Div. 4	Exterior Waterproofing & Dampproofing	L.S.	1		
Division 9 Painting	9.01	Div. 9	Painting	L.S.	1		
Division 9 Painting	9.02	Div. 9	Pipe Identification	L.S.	1		
Division 11 Equipment	11.01	Div. 11	Submersible Pumps	L.S.	1		
Division 11 Equipment	11.02	Div. 11	Sump Pump	L.S.	1		
Division 11 Equipment	11.03	Div. 11	Process Piping, Fittings, Hangers & Supports	L.S.	1		
Division 11 Equipment	11.04	Div. 11	Process Valves	L.S.	1		
Division 11 Equipment	11.05	Div. 11, Div. 1	Startup, Testing, Commissioning & Training	L.S.	1		
Division 13 Instrumentation & Controls	13.01	Div. 13	LIT 3221 Water Pilot Hydrostatic Pressure Sensor	L.S.	1		
Division 13 Instrumentation & Controls	13.02	Div. 13	LIT 3211 Ultrasonic Level Transmitter	L.S.	1		
Division 13 Instrumentation & Controls	13.03	Div. 13	Level Float Switches	L.S.	1		
Division 13 Instrumentation & Controls	13.04	Div. 13	PIT 3401 Pressure Transmitter	L.S.	1		
Division 13 Instrumentation & Controls	13.05	Div. 13	FIT 3401 Flow Transmitter	L.S.	1		
Division 13 Instrumentation & Controls	13.06	Div. 13	PLC Controller & UPS	L.S.	1		
Division 13 Instrumentation & Controls	13.07	Div. 13	ICP-3000 Control Panel	L.S.	1		
Division 13 Instrumentation & Controls	13.08	Div. 13	Control Wiring	L.S.	1		
Division 13 Instrumentation & Controls	13.09	Div. 13	Coordination with City SCADA Specialist	L.S.	1		
Division 13 Instrumentation & Controls	13.11	Div. 13, Div. 1	Startup, Testing, Commissioning & Training	L.S.	1		
Division 15 Mechanical	15.01	Div. 15	Air Conditioning Unit & Controls	L.S.	1		
Division 15 Mechanical	15.02	Div. 15	Backflow Preventor, Enclosure, Pipe Insulation, & Appurtanences	L.S.	1		
Division 15 Mechanical	15.03	Div. 15	Fire Extinguishers		1		
Division 16 Electrical	16.01	Div. 16	Station Interior Lighting	L.S.	1		
Division 16 Electrical	16.02		Yard Light Pole	L.S.	1		
Division 16 Electrical	16.03		Lighting Panel & TX-A Transformer	L.S.	1		
Division 16 Electrical	16.04		Power Wiring	L.S.	1		
Division 16 Electrical	16.05		Duct Bank & Cabling	L.S.	1		
Division 16 Electrical	16.06		Grounding	L.S.	1		
Division 16 Electrical	16.07		Junction Boxes, Conduit and Cabinets	L.S.	1		
Division 16 Electrical	16.08		VFDs and Filters	L.S.	1		
Division 16 Electrical	16.09		MCC & ATS	L.S.	1		
Division 16 Electrical	16.10		Power Diesel Generator	L.S.	1		
Division 16 Electrical	16.11		Heat Tracing	L.S.	1		
Division 16 Electrical	16.12		Utility Meter Cabinet	L.S.	1		
Division 16 Electrical	16.13		Surge Suppressor	L.S.	1		
Division 16 Electrical	16.14		Electrical Testing	L.S.	1		
Division 16 Electrical	16.15		Startup, Testing Training & Commissioning	L.S.	1		
						Subtotal:	

Contract Price Form - Contingency and Allowances

Please refer to Section 3 of the Bid Solicitation Document for additional information regarding the Contract Price.

Item Name	Item No	SPEC OPSS	Description	Unit of Measure	Contract Price
General	1.04	S.P. 5	Contingency Allowance	L.S.	\$400,000.0000
General	1.05	S.P. 6.a)	Cash Allowance (Tank Coatings Inspection)	L.S.	\$10,000.0000
General	1.05	S.P. 6.b)	Materials Testing	L.S.	\$10,000.0000
General	1.05	S.P. 6.c)	Concrete Testing	L.S.	\$10,000.0000
Division 13 Instrumentation & Controls	13.10	S.P. 12	Agils Allowance	L.S.	\$5,500.0000
					Subtotal:

Summary Table

Bid Form	Amount
Contract Price Form	
Contract Price Form - Contingency and Allowances	\$ 435,500.00
Subtotal Contract Amount:	

Bid Questions

Refer to Section 4 – Contract and Award Process. I have reviewed all terms and conditions contained within the Contract, in particular the Insurance and Indemnity clauses contained within and understand that they are not negotiable if I were selected as the Preferred Bidder. (If applicable) I have informed everyone within my company who is required to review and approve the Contract, prior to submitting this Bid. I understand that failure to execute the Contract with the City as detailed within the Bid Solicitation may result in forfeit of Bid Bond, if applicable, and/or disqualification from future participation in any procurement opportunities with the City (Refer to the City's Purchasing By-Law, Section 37). Confirm compliance by stating "Yes" in the space provided.

Health and Safety Program Acknowledgement: Bidder acknowledges that they have a Health and Safety Management System (HSMS) that complies with all aspects of the Ontario Occupational Health and Safety Act (OHSA), applicable legislation and requirements specific to the industry in which they operate. Confirm compliance by stating "Yes" in the space provided.

Specifications

Bidder Information Form

Line Item	Required Information	Response *
1	Bidder's registered legal business name and any other name under which it carries on business.	
2	Bidder's address, telephone and facsimile numbers.	
3	Name, address, telephone and facsimile numbers, and email address of the contact person(s) for the Bidder.	
4	Name of the person who is primarily responsible for the Bid.	
5	Contact information, including email address, of the person who will be responsible for the administration of the Contract. This person should have an account with bids&tenders in order to receive notifications and access/update documents.	
6	Whether the Bidder 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. Indicate and provide additional details, if necessary.	
7	Name(s) of the proprietor, where the Bidder is a sole proprietor, each of the directors and officers where the Bidder is a corporation, each of the partners where the Bidder is a partnership and applicable combinations of these when the Bidder is a joint venture, whichever applies.	
8	Indicate HST registration number.	

Documents

It is your responsibility to make sure the uploaded file(s) is/are not defective or corrupted and are able to be opened and viewed by the City of Greater Sudbury. If the attached file(s) cannot be opened or viewed, your RFX submission may be rejected.

BOND UPLOAD SECTION

Bidders shall refer to the Bid Solicitation Document for requirements specific to this procurement.

Bidders shall upload a single file containing the Bid Deposit (Bid Bond) requirements. If both a Bid Bond and Agreement to Bond are required and are in two separate files, Bidders shall create a single zip file containing both the Bid Bond and Agreement to Bond and upload the zipped file to the appropriate upload area.

Instructions on How to Create a Zip File:

1. Locate the file or folder to be compressed.
2. Right-click the file or folder, point to **Send To**, and then click **Compressed (zipped) folder**.

A new compressed folder is created in the same location. To rename it, right-click the folder, click **Rename** and then type the new name.

Bid Deposit and Agreement to Bond Formats

Bidders shall submit a Bid Deposit in the form of a digital Bid Bond and/or digital Agreement to Bond (if applicable, refer to Section 1.2) in an electronically verifiable and enforceable format (eBond). Please refer to the Bid Solicitation Document for requirements.

All eBonds submitted must be verifiable by a third party bond verification service. If an eBond cannot be verified, the City will have up to four (4) Business Days to verify the eBond(s) submitted by the Bidder. If the City is unable to verify the eBond(s), the Bidder shall be provided four (4) Business Days to verify the eBond(s), to the satisfaction of the City.

- Bid Bond and Agreement to Bond * (mandatory)

Addenda, Terms and Conditions

This Declaration forms part of the Bid Solicitation. Bidders are required acknowledge that they have read, understood and agree with all declarations below before they may submit their Bid Submission.

Questions regarding this Declaration must be directed to the Official Point of Contact for this Bid Solicitation on or before the Closing Date and Time.

The Bidder hereby acknowledges and agrees:

- 1.) It has read and understood the Deliverables within the Bid Solicitation Document and certifies it is capable of providing Deliverables.
- 2.) It has read and understood the resulting Contract (Section 4.1 - Form of Contract) of the Bid Solicitation Document, including, all externally referenced Contract Documents.
- 3.) It has read and incorporated all Addenda issued by the City for this Bid Solicitation into its Bid Submission.
- 4.) It has disclosed to the Official Point of Contact, any potential or real conflict of interest, whether direct or indirect, as per Section 5.1.12 – Conflict of Interest.
- 5.) It, including any related or affiliated entities and any principals thereof, has no unresolved litigation with the City.
- 6.) It has not colluded or collaborated with any other Bidder bidding on this Bid Solicitation, and, more specifically, its Bid Submission is being submitted without any connection, knowledge, comparison of figures or arrangements with other Bidders. Refer to the Competition Act (Canada) for additional details.
- 7.) In the event that it is the Preferred Bidder, it will, within ten (10) Business Days of receipt of "Notification of Preferred Bidder":
 - (a) provide to the City, all surety bonds, if required in this Bid Solicitation, insurance certificates, certifications, policies and documentation listed in Section 4.2 – Contract Execution of the Bid Solicitation; and
 - (b) execute the Contract.
- 8.) It will forfeit its Bid Deposit (Bond), if required in this Bid Solicitation, to the City, in the event it withdraws its Bid prior to the execution of a Contract or before the Irrevocability Period (defined in Section 1.2 - Irrevocability of Bids) elapses from the date of the Bid Closing Date and Time, whichever occurs first.
- 9.) It will honour the Contract Price as entered in bids&tenders.
- 10.) The signatory to the Bid Submission has the authority to bind the Bidder.
- 11.) It will comply with all applicable laws, regulations, rules and bylaws of the federal, provincial and municipal governments. Without limiting the foregoing, the Bidder acknowledges it will comply with the City's policies.
- 12.) It has read and understood the circumstances which may lead to the disqualification under section 37 of the Purchasing By-Law and any mandatory requirements specified in the Bid Solicitation Documents.

I/WE agree to be bound by the terms and conditions and have authority to bind the Corporation/Company/Partnership and submit this Bid on behalf of the Bidder. The bidder shall declare any potential conflict of interest that could arise from bidding on this bid. Do you have a potential conflict of interest? Yes No

The Bidder acknowledges and agrees that the Addendum/Addenda below form part of the Bid document.

Please check the box in the column "I have reviewed this addendum" below to acknowledge each of the Addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		