

SECTION 2 - FORM OF TENDER

Project Name: **Napanee WPCP**

Contract No. **RFT-UT-2025-01**

Project No: **22001**

Tenderer's Business Name: _____

Business Address: _____

Type of Business: Proprietorship Corporation Partnership
(Place checkmark in appropriate box)

Note: The Tenderer's name and address must be inserted above, and, in the case of a partnership, the name and residence of each and every member of the firm must be listed.

HST Number: _____

To: **The Corporation of the Town of Greater Napanee**
(herein referred to as the Owner)

I (We) _____ having carefully examined the locality and site of the proposed works, and having read, understood and accepted the Agreement, **Addendum(s) No. _____ to _____ inclusive***, Special Provisions, Contract Drawings, Information to Bidders, Supplemental Specifications, Standard Specifications (if any), Form of Tender, Supplemental General Conditions, General Conditions attached hereto, each and all of which forms part of this Tender, hereby offer to furnish all machinery, tools, labour, apparatus, plant and other means of construction; all materials, except as otherwise stated in the Contract; and to complete the work in strict accordance with the Contract Documents, being the Contract or Contracts herein being referred to, on the terms, conditions and time specified and under the provisions set out or called for in the Contract Documents for the Total Tendered Amount of:

_____/100

dollars (\$_____) excluding HST, being made as shown in the Form of Tender – Schedule of Items and Prices.

* **THE TENDERER WILL INSERT HERE THE NUMBER OF THE ADDENDA ISSUED DURING THE TENDERING PERIOD AND TAKEN INTO ACCOUNT IN PREPARING THE TENDER.**

The aforementioned SUM is determined as follows:

2.1 SCHEDULE OF ITEMS AND PRICES

Item	Description	Unit	Qty.	Tender Amount
1	Construction of the Napanee WPCP and all related items, appurtenances and cash allowances	LS	1	
2	Total Price of Provisional Items	N/A	N/A	
3	Total Price of Preselected Items	N/A	N/A	
4	Contingency Allowance	LS	1	\$500,000
TOTAL TENDERED AMOUNT (Excl. HST)				\$

2.2 SCHEDULE OF PROVISIONAL ITEMS

Provide a lump sum price for each of the provisional items listed in the schedule below and further described in Section 00 11 00 – Provisional Items. All items must be priced. The sum of the provisional items shall be entered as item 2 in the Schedule of Items and Prices and included in the total tendered amount.

If the items priced in the following Schedule are deemed, in the Owner’s sole and absolute discretion, to be unrealistic, abnormally low or not representative of the fair market value, the Owner reserves the right to request substantiation for the pricing submitted. If the Owner determines the pricing for any or all Provisional items to be unrealistic, abnormal or unbalanced in anyway, in the Owner’s sole and absolute discretion, they reserve the right to reject the bid.

Provisional Item	Description	Unit	Tender Quantity	Unit Price	Tender Amount
P1					
TOTAL VALUE OF PROVISIONAL ITEMS					\$
(To be inserted into Item no. 2 of Schedule of Items and Prices)					

2.3 SCHEDULE OF PRE-SELECTED EQUIPMENT

The Tenderer is required to enter herein the actual prices quoted to him/her by the suppliers for the items listed. The supplier's price shall be in accordance with their quotation documents included in Section 10 and shall include any amendments made through the associated special provision sections. Payments to the Contractor will be made in accordance with the items in the Schedule of Items and Prices, but the quotations for the following items are required for the purpose of checking against quotations already received by the Owner.

Specifications for pre-selected equipment are presented in Section 10. Addenda for Pre-selected Equipment quotations are included in Section 44 of the Specifications.

FOR THIS SCHEDULE, ALL PRICES SHALL BE EXCLUSIVE OF HST, F.O.B. JOBSITE.

SYSTEM NO.	DESCRIPTION	QTY.	SUPPLIER'S PRICE (\$)	DELIVERY PERIOD FROM ISSUE OF P.O. (Weeks)
1	Screening Equipment – Claro Environmental Technologies Inc.	1		
2	Vortex Grit Removal Units – Claro Environmental Technologies Inc.	1		
3	WAS Thickener – Huber	1		
4	Tertiary Treatment – Aqua-Aerobic Systems	1		
5	Ultra-Violet Disinfection – Trojan Technologies Inc.	1		
6	Granular Sludge System – Aqua-Aerobic Systems	1		

2.4 ITEMIZED LUMP SUM BREAKDOWN

Within two (2) working days of the tender closing, the two lowest Tenderers shall complete and submit the following itemized breakdown of the total tendered amount. If the itemized breakdown is deemed by the Owner or Contract Administrator, at their sole and absolute direction, to be inaccurate, poorly distributed or unbalanced in anyway, they reserve the right to request for additional information or documentation to substantiate the itemized pricing. If after reviewing the additional documentation provided by the Contractor, the Owner or Contract Administrator, at their sole and absolute discretion, determined the funds are still not distributed accurately, they reserve the right to adjust the lump sum breakdown to more accurately distribute the funds.

Itemized Breakdown Schedule of Lump Sum Price (Item 1 of Schedule of Items and Prices)

Prior to the preparation of the first progress payment, the successful Tenderer shall provide a more detailed breakdown to the contract administrator, which further itemizes the work by specification section. This breakdown will form the basis of the progress payment template and will be used to evaluate the work completed by the contractor on a monthly basis.

Item	Description	Amount
1	Mobilization and demobilization (Refer to Clause 29 of Information for Tenderers)	
2	Division 1 – General Requirements	
3	Division 2 – Existing Conditions	
4	Division 3 – Concrete	
5	Division 4 - Masonry	
6	Division 5 – Metals	
7	Division 6 – Wood and Plastic	
8	Division 7 – Thermal and Moisture Protection	
9	Division 8 – Openings	
10	Division 9 – Finishes	
11	Division 10 – Miscellaneous Specialties	
12	Division 11 – Laboratory Specialities	
13	Division 14 – Conveying Systems	
14	Division 20 to 23 - Mechanical	
15	Division 25 – Instrumentation and Controls	
16	Division 26 to 28 – Electrical	
17	Division 31 to 33 – Site Works and Infrastructure Works	
18	Division 44 – Process Mechanical	
19	Lump Sum for Other Requirements (Refer to Item 1.30 of the Information for Tenderers)	

20	Cost of 100% Performance and 100% Labour and Material Payment Bond (Refer to Clause 16 of Information for Tenderers)	
21	Provisional Items (refer to Form of Tender Section 2.2)	
22	Pre-selected Equipment (refer to Form of Tender Section 2.3)	
22	Allowances (Refer to Specification 01 21 00)	
23	Contingency (Refer to Form of Tender, Section 2.1)	
Total Item 1 Cost (must match Item 1 of Schedule of Items and Prices)		\$

Upon award of the contract, the contractor will be required to submit a more detailed breakdown of the lump sum price, further division the Division groupings described above into specification sections, Labour and Material values for each specification section.

2.5 DECLARATION OF TENDERER

The Tenderer declares that:

- a. No person, partnership or corporation other than the Tenderer has any interest in this Tender or in the proposed Contract for which this Tender is made and that this Tender is made without any connection, knowledge, comparison of figures or arrangements with any other person, partnership or corporation submitting a Tender for the same work and is in all respects made without collusion or fraud.
- b. No member of the Municipal Council and no employee of the Municipality or of the Contract Administrator is or will become interested directly or indirectly as a contracting party, partner, surety or otherwise in or in the performance of the Contract or in the supplies, work or business to which it relates, or in any portion of the profits thereof, or in any of the monies derived therefrom.
- c. The prices offered in this schedule take into account in all respects the cost of execution of the work under all weather conditions.
- d. The Tenderer acknowledges that the Owner shall have the right to reject any, or all, Submissions for any reason, or to accept any Submission which the Owner, in its sole unfettered discretion, deems most advantageous to itself. The lowest, or any, Submission will not necessarily be accepted and the Owner shall have the unfettered right to:
 - i. Accept a non-compliant Submission;
 - ii. Accept a Submission which is not the lowest Submission; and
 - iii. Reject a Submission that is the lowest Submission even if it is the only Submission received.
- e. The Tenderer acknowledges that the Owner reserves the right to consider, during the evaluation of Submissions;
 - i. information provided in the Submission document itself;
 - ii. information provided in response to enquiries of credit and industry references set out in the Submission;

- iii. information received in response to enquiries made by the Owner of third parties apart from those disclosed in the Submission in relation to the reputation, reliability, experience and capabilities of the Tenderer;
 - iv. the manner in which the Respondent provides services to others;
 - v. the experience and qualification of the Tenderer's senior management, and project management;
 - vi. the compliance of the Tenderer with the Owner's requirements and specifications; and
 - vii. whether the Tenderer has been involved in litigation with the Owner during the last sixty (60) months before the date this request for Tender.
- f. The Tenderer acknowledges that the Owner may rely upon the criteria which the Owner deems relevant, even though such criteria may not have been disclosed to the Tenderer. By submitting a Submission, the Tenderer acknowledges the Owner's rights under this Section and absolutely waives any right, or cause of action against the Owner and its consultants, by reason of the Owner's failure to accept the Submission submitted by the Tenderer, whether such right or cause of action arises in contract, negligence, or otherwise.

2.6 TENDER VALIDITY PERIOD

The submitted tender shall remain valid for Sixty (60) calendar days from the date of tender closing. The contract award and commencement of construction is conditional upon receipt of the MECP permits.

2.7 CONTRACT BONDS

All Tenders must be accompanied by an Agreement to Bond, completed and executed by the Tenderer's Surety. The Agreement to Bond will provide for a Performance Bond for 100% of the Contract Price, and a Labour and Material Payment Bond for 100% of the Contract Price.

The Successful Tenderer shall, prior to execution of the Contract, provide to the Owner the following Bonds:

- a. a bond in the amount of 100% of the contract price (excluding H.S.T.) guaranteeing the full and faithful performance of the work, including maintenance of the works for the duration of warranty period and the obligation to indemnify and save harmless the Owner, and
- b. a bond in the amount of 100% of the contract price (excluding H.S.T.) guaranteeing payment for labour and materials.

2.8 CONSTRUCTION SCHEDULE

The successful Contractor acknowledges that time shall be deemed to be of the essence of this Contract. The contractor agrees to have the Works "Substantially Performed" by **March 31, 2027**, based on contract award within sixty (60) calendar days from the date of tender opening.

The successful Tenderer will be required to submit a Detailed Work Schedule and Projected Monthly Cash Flow forecast within fourteen (14) days after contract award.

2.9 TENDER DEPOSIT

Every tender shall be accompanied by a certified cheque, bank draft, or bid bond made payable to the Owner in the amount of ten percent (10%) of the total bid price to serve as a tender deposit. Bid bonds submitted as a security shall be in accordance with the standards of the Canadian Construction Association and shall be from the same guarantee surety company supplying the Performance and Labour and Material Bonds for this Contract.

2.10 TENDER ACCEPTANCE AND AWARD OF CONTRACT

The Tenderer agrees that:

- a. The Tender is subject to a formal contract being prepared and executed.
- b. If this Tender is accepted by the Owner, the required Contract Documents will be sent to the successful Tenderer following acceptance of the Tender. The Tenderer will execute the Agreement in triplicate and furnish in triplicate to the Owner the required Bonds, the Certificate of Liability Insurance, and a Workplace Safety & Insurance Board clearance letter stating that all assessments or compensation payable to the Workplace Safety & Insurance Board have been paid along with all other required documents within 7 (seven) calendar days from the date of receipt of the Contract Documents from the Owner.
- c. This offer is to continue open to acceptance until the Contract is executed by the successful Tenderer or before the expiry of the validity period, whichever event first occurs, and that the Owner may, at any time within that period accept this Tender whether any other Tender has been previously accepted or not.
- d. The Tenderer will forfeit the deposit accompanying this Tender if this Tender is withdrawn before the Contract is executed by the successful Tenderer or before the expiry of the validity period, whichever event first occurs.
- e. If so requested in writing by the Owner, the undersigned will enter into a Contract with the Owner based upon the Tender but jointly in the names of the Tenderer and the Tenderer's parent company, if any. The Tenderer further agrees that any request by the Owner as indicated above is not and shall not be deemed to be a counter-offer by the Owner.
- f. The Owner may reject any or all tenders, waive minor informalities or minor irregularities and accept the tender which appears to be in the best interest of the Owner.
- g. If this Tender is accepted by the Owner, the Tenderer will carry out any additional or extra work (including the supplying of any additional materials or equipment pertaining thereto) or will delete any work as may be required by the Contract Administrator in accordance with the Contract.

- h. The carrying out of any work referred to in clause (i) above or the issuance by the Owner of a Contract Change Order relating to such work or the acceptance by the Tenderer of such Contract Change Order will not, except as expressly stated in such Contract Change Order, waive or impair any of the terms of the Contract or any Contract Change Order previously issued by the Owner or any of the rights of the Owner under the Contract.
- i. The Owner reserves the right to remove any or all of the items listed as provisional and reduce the Contract value by the stipulated amount for the provisional items. The value of all other "non-provisional" items shall not be impacted by the deletion of provisional items. If the Owner elects to remove the provisional items, at its sole and absolute discretion, this revised total tendered amount will be utilized to determine the low bidder.
- j. The Tenderer is not entitled to payment of the Contingency Allowance except for additional work carried out by the Tenderer in accordance with the Contract and only to the extent of such additional work, as authorized by the Owner or their agent in writing.

2.11 WORKPLACE SAFETY AND INSURANCE BOARD

The successful Tenderer must:

- a. Submit their Workplace Safety Insurance Board (WSIB) number and CAD-7 rating of the applicable province in which the employer resides.
- b. Furnish a Workplace Safety and Insurance Board Clearance Certificate indicating that such contractor or sub-contractor is in good standing before starting to perform services pursuant to this Agreement. Such Certificate must be renewed every sixty (60) days, for as long as the Agreement is in effect, and a copy shall be promptly provided to the Owner.

This Tender is submitted by:

Tenderer's Business Name: _____

Tenderer Signature: _____

Tenderer's Signature
I/We are authorized to bind the Company/Corporation

Print Name

Witness Signature: _____

Witness Signature

Print Name

Dated at _____ this _____ day of _____, 20_____.

Note: If the Tender is submitted by or on behalf of a corporation, it must be signed in the name of such corporation by the duly authorized officers or agent thereof who shall also subscribe their own name and office. The seal of the Corporation shall also be affixed.

If the Tender is submitted by or on behalf of an individual or partnership, a seal must be affixed opposite the signature of the individual or each partner and each signature shall be witnessed.

2.12 STATEMENT “A” – TENDERER’S EXPERIENCE [NOT APPLICABLE]

All Contractors must complete Statements B and C – failure to complete and submit these three Statements may result in the rejection of their bid submissions.

~~Complete the following table providing a minimum of three (3) projects similar in type and scope to this project, which have been successfully completed by the Tenderer and that demonstrate the Tenderer’s past relevant experience and success in completing projects of similar scope and magnitude. The Owner reserves the right to verify all information provided. (Additional text on separate sheets may be attached provided the information is directly relevant to and/or qualify the contents of the Statements.)~~

WORK EXPERIENCE - PROJECT 1	
Project Name	
Owner of Municipality	
Contact name/Telephone No.	
Date Work was Completed	
Location of project	
Approximate Value	
Description of work Must indicate if the work included elements that are pertinent to this project.	

2.14 STATEMENT “C” – LIST OF SUB-CONTRACTORS

All Contractors must complete Statements B and C – failure to complete and submit these three Statements may result in the rejection of their bid submissions.

The Contractor shall identify in the table below the Sub-Contractor(s) to be employed in this contract for each sub-trade. Where the Contractor proposes to complete the work specified, the contractor must indicate “By Own Forces” in the space provided. Failure to fully disclose all information requested may result in rejection of the Contractor’s bid.

SUB-TRADE	PROPOSED SUBCONTRACTOR
Commissioning Agent	
Civil	
Concrete	
Masonry	
Building/Roofing/Arch.	
Miscellaneous Metals	
Precast Concrete	
Process Mechanical	
Building Mechanical	
Electrical	
Instrumentation and Controls	
Other	
Other	