

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES

AT

FRONT OF YONGE PUBLIC SCHOOL

Timetable:

Event	Date
Site Meeting(s)	May 28, 2026, See item 3.1
Questions Deadline	Before 12:00:00 PM local time June 3, 2026
Bid Closing	Before 3:00:00 p.m. local time, on June 16, 2026
Award	Anticipated award to be within 5 working days from Closing date
Project Start	July 2, 2026
Project Completion	August 18, 2028

Tender submissions must include:

1. Bid Price.
2. Sub-Contractor Selection.
3. Bid Breakdown.
4. Digital Bid Bond;
5. Surety Agreement to Bond.
6. Domestic Supply Chain Commitment Plan

POLICIES AND PROCEDURES

The following pages outline the general intention of this contract and the procedures that will be followed throughout the tender process from introduction to award. These procedures apply to all competitive bids and are in addition to any project specific requirements identified in the body of this document.

1. INTRODUCTION

1.1. Invitation

The Upper Canada District School Board invites tenders, from pre-qualified eligible bidders, for **RAAC REPLACEMENT & ACCESSIBILITY UPGRADES** including

- Replace RAAC in roof sections with steel deck.
- Structural enhancements to support new roof deck.
- Remove and reinstall existing mechanical HVAC systems
- New 2-ply modified bitumen roofing system.
- New Universal washroom.
- New stage lift.
- Barrier free exterior doors complete with openers and barrier free sidewalks.
- Replace asphalt play and parking areas.
- Install gold level pylon sign complete with digital display.
- Replace existing washroom vanities.
- Replace existing interior classroom doors.

as further described herein at:

FRONT OF YONGE PUBLIC SCHOOL
1504 County Road 2, Mallorytown, ON, K0E 1R0

1.2. Schedule

All work specified in 1.3 – Scope of Work is to commence on or about July 2, 2026.

ALL WORK AWARDED AS A RESULT OF THIS TENDER MUST HAVE REACHED SUBSTANTIAL COMPLETION ON OR BEFORE August 18, 2028.

1.3. Scope of Work

Specifications are summarized as per the attached document(s).

- 26-916_ARCH_IFTP.pdf
- 26-916_CIVIL_IFTP.pdf
- 26-916_ELEC_IFTP.pdf
- 26-916_MECH_IFTP.pdf
- 26-916_ROOF_IFTP.pdf
- 26-916_SPECS_IFTP.pdf
- 26-916_STRUCT_IFTP.pdf
- Front of Yonge PS Hazardous Materials Assessment Report - FINAL Feb 14 - 63221.pdf

The work consists of the supply of all labour, material, equipment and supervision necessary to complete the work shown as described by, or reasonably inferred from, the documents appended hereto, including the specifications. The work is to be done to the satisfaction of the Board, and Bidders are to be advised that the Board is intent upon ensuring that work performed is done properly to standards and in a good and workmanlike manner which will so far as possible, reduce maintenance and repair costs in the future. As such, the Board will be enforcing the requirements of the drawings and specifications to ensure the work is being done correctly. The whole work shall be completed to the satisfaction of the Board. If the Contractor fails to perform the work as required on any particular date, the Board at its discretion may have others do the work and charge the Contractor.

1.4. Bidder's Responsibility**(i) Examination of Tender Bid Package**

Before submitting a bid, Bidders shall carefully examine the complete Tender Bid Package documents and be familiar with all working conditions and take into consideration all such conditions when submitting a Bid. No allowance shall be made to any bidder because of lack of such examination or knowledge.

(ii) Examination of Legislation

Before submitting a Bid, each Bidder shall familiarize themselves with all applicable legislation which governs and impacts on the performance of the work.

(iii) Independent Advice

The Bidder is responsible for obtaining, prior to submitting a bid, independent financial, legal, accounting, engineering, environmental and other technical advice.

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

2. ELIGIBILITY

2.1. Eligibility

In order to tender on this project, a contractor must have been pre-qualified as an approved General Contractors Group C - \$3M-\$12M Contractor by the Upper Canada District School Board. The approved list includes the following firms:

Firm	Address	Phone	Email
12491401 Canada Ltd. o/a HEIN	275 Michael Cowpland Drive Kanata, ON, K2M 2G2	613-831-2335	estimating@hein.ca
Asco Construction	1125 Tupper, Unit 1 Hawkesbury, ON K6A 3T5	613-632-0121	tendersoo@ascoconstruction.com
Beaudoin Canada	25-5 Edinburgh Rd South Guelph, ON, N1H 5N8	888-437-1967	soumission@beaudoincanada.com
Bourgon Construction	3306 Second St. E. Cornwall, ON, K6H 6J8	613-932-2022	tenders@rjbourgon.com
Bradford Construction Ltd.	144 Richmond Road, Ottawa, ON, K1Z 6W2	613-726-1157	michael.nolan@bradfordconstruction.ca
Buttcon Limited	300-6240 Highway 7 Woodbridge, ON L4H 4G3	905-907-4242	bidsandtenders@buttcon.com
D.C. Snelling Ltd.	199 Georgiana St. Prescott, ON, K0E 1T0	613-925-2056	bsnelling@dcsnelling.com
David J. Cupido Construction	620 Cataraqui Woods Drive, Unit 4 Kingston, ON, K7P 1T8	613-384-1080	info@cupidoconstruction.com
Emmons & Mitchell Construction (2000) Limited	592 Justus Drive Kingston, ON, K7M 4H4	613-389-4250	estimating@eandm.ca
Frecon Construction Limited	1235 South Russell Rd., Russell, ON, K4M 1E1	613-445-2944	estimating@frecon.ca
Grant-Marion Construction Limited	2747 Marleau Ave. Cornwall, ON K6H 7B6	613-938-8004	mlefebvre@grantmarionconstruction.com OR lm Marion@grantmarionconstruction.com
Jean Daoust Construction	220-2379 Holly Lane, Ottawa, ON, K1V 7P2	613-833-0007	bid@dc.ca
Jumec Construction inc.	6 Bexley Place, Unit 106 Ottawa, ON, K2H 8W2	613-721-1145	jumec@jumec.com

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Firm	Address	Phone	Email
R.K. Porter General Contracting	46 Industrial Rd. Perth, ON, K7H 3P2	613-264-8343	rkporter@rkporter.com or cameron@rkporter.com
Renokrew	46 Lepage Court Toronto, ON, M3J 1Z9	416-604-7042	proposals@renokrew.com
Richard D. Steele Construction	3516 Coons Rd. Brockville, ON, K6V 5W2	613-342-3121	builders@steeleconstruction.on.ca
Rutherford Contracting Ltd.	224 Earl Stewart Drive Aurora, ON, L4G 6V7	905-726-4866	tenders@ruthcon.ca
Terlin Construction	1240 Teron Road Ottawa, ON, K2K 2B5	613-821-0768	estimating@terlin.ca

Furthermore, in order to tender on this project a contractor must only sub-contract work to Fire Alarm Under \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
Bergeron Electric Ltd.	3308 Second Street East Cornwall, ON, K6H 6J6	613-932-9205	Steph.Myre@bergeronelectric.com
C & M Electric Ltd.	3038 Carp Road Carp, ON, K0A 1L0	613-839-3232	kcrawford@cmelectric.com
City Wye'd Electric Ltd.	128 Reis Road Carp, ON, K0A 1L0	613-831-4462	scott.winch@citywyed.ca
Earl Carr Electric Canada Ltd.	3-120 Walgreen Road Carp, ON, K0A 1L0	613-831-9179	estimating@ececl.ca
Four-O-One Electric Ltd	20 Cowan Avenue Brockville, ON, K6V 6E6	613-342-6042	info@401electric.com
Industrial Electrical Contractors Brockville Limited	1365 California Ave Unit G Brockville, ON, K6V 5V8	613-342-6252	dgray@iecbl.ca
Lamarche Electric	9374 County Road 17, Rockland, ON, K4K 1K9	613-747-8882	s.lamarche@lamarcheelectric.ca
Laurier Electric Ltd.	2910 Marleau Ave Cornwall, ON, K6H 6B5	613-933-4000	leons@laurierelectric.ca
Mel Evans Electric	10 Soper Drive Smiths Falls, ON, K7A 4T2	613-283-3074	dan@melevanselectric.com
Tremblay Fire Solutions	52 Antares, Unit 16 Ottawa, ON, K2E 7Z1	613-612-7265	admin@tfsolutions.ca

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Asbestos Abatement Type 1 & 2 Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
Asbex Environmental Contractors	200-2280 Stevenage Dr. Ottawa, ON, K1G 3W3	613-228-1080	ottawa@asbex.net
Bourgon Construction	3306 Second St. E Cornwall, ON K6H 6J8	613-932-2022	tenders@rjbourgon.com
CMG Innovation	6847 Richmond Rd. Summerstown, ON, K0C 2E0	613-931-9194	Courtney.Wheeler@cmginnovation.ca
Cohen Environmental Services	92 Bentley Ave. Ottawa, ON K2E 6T9	613-913-7400	jim@cohenandcohen.com
Elite Environmental Group Inc.	67 Jamie Ave. Ottawa, ON K2J 3T7	613-695-2677	estimating@eliteenvironmentalgroup.ca
Environmentall Contracting Services Inc.	5 Binnington Court Kingston, ON K7M 8N3	613-634-1004	estimating@environmentall.ca
Five Star Enterprise (3557880 Canada Inc.)	6 Richelieu St. PO Box 68 Embrun, ON K0A 1W0	613-443-5554	5star@bellnet.ca
Inflector Environmental Services	6961 McKeown Dr. Greely, ON K4P 1A2	613-798-8070	estimating@inflector.ca
Richard D Steele Construction (1979) Ltd.	P.O. Box 1207, 3516 Coons Road, Brockville, ON K6V 5W2	613-342-3121	builders@steeleconstruction.on.ca
Salandria LTD.	100 West Beaver Creek Rd, Unit 6 Richmond Hill, ON, L4B 1H4	905-707-6568	tkorda@salandria.com
Schouten Environmental Inc	7908 Jariott St Watford, ON, N0M 2S0	519-577-8989	Brant@schouten.ca
Tri-Phase Environmental Inc.	446 Hazelhurst Road Mississauga, ON L5J 2Z7	905-823-7965	vanessa@triphasegroup.com

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Low Voltage Cabling Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
BridgeCast Inc.	1241 Newmarket Street Ottawa, ON, K1B 5N7	613-228-8118	bwickens@bridgecast.ca
Cameron Networks (1703420 Ontario Inc)	17295 Valade Road, PO Box 240 St. Andrews West, ON K0C 1A0	613-933-5669	steve@cameronnetworks.com
Four-O-One Electric Ltd.	20 Cowan Ave., Brockville, ON, K6V 6E6	613-342-6042	info@401electric.com
JcoM Communications Inc.	1553 Stittsville Main St. Stittsville, ON, K2S 1A9	343-550-2226	chris@jcomcommunications.com
Laurier Electric Ltd.	2910 Marleau Ave Cornwall, ON, K6H 6B5	613-933-4000	leons@laurierelectric.ca or Tenders@LaurierElectric.ca
Stratus51	1600 Laperriere Ave. Unit 102 Ottawa, ON, K1Z 8P5	613-212-5770	aleks@stratus51.com
TBD Telecom by Design Inc.	99 Atlantic Ave., Suite 414 Toronto, ON, M6K 3J8	416-244-2525	estimating@telecombydesign.ca

Furthermore, in order to tender on this project a contractor must only sub-contract work to Roofing Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
Amherst Roofing & Sheet Metal Ltd.	117 Hickson Ave., Kingston, ON K7L 4V8	613-542-0779	markh@amherstroofing.com
Atlas-Apex Roofing	65 Disco Road Etobicoke, ON M9W 1M2	416-421-6244	inquiries@atlas-apex.com
Covertite Roofing & Sheet Metal Ltd.	2330 Stevenage Dr. Ottawa, ON K1G 3W3	613-736-1133	covertite@covertite.ca
Dafoe Roofing Ltd.	291 Maitland Drive Belleville, ON K8N 4Z5	613-968-4305	info@dafoeroofing.com
DWS Roofing & Waterproofing Services Inc.	2562 Del Zotto Ave. Gloucester, ON K1T 3V7	613-260-7700	estimating@dwsroofinginc.com
Flynn Canada Ltd.	1655 Comstock Road Ottawa, ON K1B 5L2	613-822-3142	bquesnel@flynn.ca

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Firm	Address	Phone	Email
Irvcon Limited	1145 Pembroke Street East Pembroke, ON K8A 7R4	613-732-7311	chrism@irvcon.com
Morin Insulation and Roofing Ltd	2405 St. Laurent Blvd., Unit B, Ottawa, ON K1G 5B4	613-236-4059	info1@morintoiture.com
Raymond and Assoc. Roofing Inc.	3091 Albion Road North, Unit 5B Ottawa, ON K1V 9V9	613-233-4833	plafontaine@toituresraymond.ca
Roof & Building Service Int'l (div. of Ricardo Roofing Ltd.)	2000 Rogers Road Perth, ON K7H 1P9	613-264-1012	dean.r@rbs-na.com
Semple Gooder Roofing Corporation	1365 Martin Grove Road Toronto, ON M9W 4X7	416-743-5370	ssullivan@semplegooder.com
Simluc Contractors Ltd.	2550 Blackwood Street Ottawa, ON K1B 5R1	613-748-0066	mathew@simluc.com
T.P. Crawford Ltd.	4549 South Clark Place Gloucester, ON, K1T 3V2	613-822-2312	info@tpcrawford.ca
Triumph Roofing & Sheet Metal Inc.	1 Connie St. Toronto, ON M6L 2H8	416-534-8877	info@triumphinc.ca

Furthermore, in order to tender on this project a contractor must only sub-contract work to Flooring Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
Carl Bulloch Construction	17432 County Road 44 Long Sault, ON, K0C 1P0	613-933-2934	cbulloch1@hotmail.com
Cornwall Discount Carpet Sales Ltd.	421 Fourth Street West Cornwall, ON, K6J 2S7	613-938-0735	cornwalldcs@yahoo.ca discountcarpet@hotmail.ca
Custom Décor Carpet One Ltd.	3011 Hwy 29, P.O. Box 251 Brockville, ON, K6V 5V5	613-342-8090	matt@customdecor.ca
Eastern Ontario Terrazzo & Tile Company Limited	1326 Middle Road Kingston, ON, K7L 4V3	613-548-7956	easterntilers@primus.ca
Tapis Richard Ranger Carpet	360 Main St. South Alexandria, ON, K0C 1A0	613-525-2836	nick@tapisrichandranger.ca

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Furthermore, in order to tender on this project a contractor must only sub-contract work to Plumbing Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
1000 Islands Mechanical Ltd.	380 Herbert St., Suite E, Gananoque, ON, K7G 1R1	613-382-4719	mike@timechanical.net
Bankley's Plumbing Inc.	1131 Concession St. Unit 1A Russell, ON, K4R 1C8	613-445-1763	info@bankleysplumbinginc.com
Carmichael Engineering Brockville	3528 Coons Road Brockville, ON, K6T 1A7	613-342-7820	dpeever@carmichael-eng.ca pricher@carmichael-eng.ca gwillkinson@carmichael-eng.ca
Houle Plumbing & Heating (1910659 Ontario Inc.)	3-3512 Coons Rd Elizabethtown, ON, K6T 1A6	613-345-3678	houleplumbing@gmail.com
J.J. Jensen Plumbing and Heating Ltd	3108 Parkedale Ave. W Brockville, ON, K6V 3G6	613-345-0911	jensenplumbingandheating62@gmail.com
Marleau Mechanical Ltd.	18077 Tyotown Road South Glengarry, ON, K6H 7S7	613-932-7548	steph@marleamechanical.com
Ocean Mechanical Inc.	665 Millway Avenue Units 4 & 5 Concord, ON, L4K 3T8	905-760-1343	rbaldassini@oceanmechanical.com
Optimum Mechanical Solutions Inc.	84 Bentley Ave. Ottawa, ON, K2E 6T9	613-228-9500	purchasing@optimummech.com
Oscar Ladouceur Mechanical Contractors	355 Balmoral Ave. Cornwall, ON, K6H 3G6	613-932-9492	info@ladouceurmechanical.com
Rolland & Sons Plumbing & Heating Inc.	P.O. Box 316 Maxville, ON, K0C 1T0	613-527-2029	RRollandPlumbing@outlook.com
S&R Mechanical (Div 681291 ONTARIO INC)	250 Vanguard Drive Ottawa, ON, K4A 3V6	613-830-0165	estimation@srmech.com
Selleck Mechanical (1425673 Ontario Ltd.)	2620 County Road 15, Maitland, ON, K0E 1P0	613-348-3008	luc@selleckmechanical.com
Taillefer Plumbing & Heating Inc.	7-1528 Star Top Road Ottawa, ON, K1B 3W6	613-745-1100	estimating@tphinc.ca

Furthermore, in order to tender on this project a contractor must only sub-contract work to Excavation Under \$100K Contractor who have been pre-qualified as an approved

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
A.L. Blair Construction Ltd.	7 Labrosse Street - PO Box 220. Moose Creek, ON K0C 1W0	613-538-2271	jonblair@alblairconstruction.com
Arnott Brothers Construction	36 Highway 511, PO Box 20039 Perth, ON K7H 3M6	613-267-5722	info@arnottbros.com
BG Excavating Limited	29 Cleopatra Drive, Ottawa K2G 0B6	613-302-5944	estimating@bgexcavating.ca
Campbells Trucking Ltd	12464 Hwy 15 North Smiths Falls, ON, K7A 4S7	613-283-1693	info@campbellstrucking.ca
Canada Paving & Construction (1998) Limited	23A Tristan Court Ottawa, ON, K2E 8B9	613-723-7849	estimating@canadapaving.ca
Cornwall Gravel Company Ltd.	390 Eleventh St. West Cornwall, ON, K6J 3B2	613-932-6571	cindy@cornwallgravel.ca
Crain's Construction	1800 Maberly-Elphin Rd. Maberly, ON, K0H 2B0	613-268-2308	wilburt@crainsconstruction.com
Dale Coleman Construction Ltd	3302 Broadway St. PO Box 8 Avonmore, ON, K0C 1C0	613-346-5594	kenton@colemanltd.ca
David Brown Construction	14855 Dafoe Rd., PO Box 490 Ingleside, ON, K0C 1M0	613-537-2255	estimating@dbcltd.ca
David R Coleman General Contractor Ltd	17030 Roxborough Gardens Rd Monkland, ON, K0C 1V0	613-346-2440	coleman_contracting@yahoo.ca
Exel Contracting Inc.	PO Box 13539 Kanata, ON, K2K 1X6	613-831-3935	estimating@exelcontracting.ca
G. Tackaberry & Sons Construction	PO Box 70, 109 Washburn Rd. Athens, ON, K0E 1B0	613-924-2634	estimating@tackaberryconstruction.com
Gaucher Excavation Ltd.	30 Pine St. - PO Box 397 Lancaster, ON, K0C 1N0	613-347-3576	gaucher_excavation@hotmail.com
George W. Drummond Ltd.	30 Rideau Heights Drive Nepean, ON, K2E 7A6	613-226-4440	admin@drummonds.com
Ken Miller Excavating Ltd. (356119 Ontario Ltd.)	2148 Second Concession Rd. PO Box 127 Maitland, ON, K0E 1P0	613-348-3755	miller@kenmillerexcavating.ca

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Firm	Address	Phone	Email
Lapointe Drainage Ltd.	1241 Notre-Dame Embrun, ON, K0A 1W0	613-443-2954	eyayotte@lapointedrainage.ca
Lloyd McMillan Equipment Ltd.	5733 Carmen Rd Iroquois, ON, K0E 1K0	613-652-4649	lloyd@mcmillanequipment.com
Morven Construction Ltd.	45 Commercial Court, PO Box 10 Napane, ON, K7R 3L4	613-354-9768	estimating@morvenconstruction.com
Neil Brothers Equipment Rentals	1088 Wolf Grove Rd. Almonte Ont. K0A1A0	613-229-1370	jeff.neil@neilbros.ca
Rabb Construction Ltd.	6206 Perth Street, Box 36 Richmond, ON, K0A 2Z0	613-838-7222	brenda@rabb.ca
Robert Nash Excavating Inc.	33 Railway St., P.O. Box 126 Lansdowne, ON, K0E 1L0	613-561-1712	dylan@nashexcavating.com or info@nashexcavating.com
Strathmar Trenching Ltd.	828 Brunton Side Road Ashton, ON, K0A 1B0	613-482-8178	info@strathmar.com
Thomas Cavanagh Construction	9094 Cavanagh Rd. Ashton, ON, K0A 1B0	613-257-2918	estimating@thomascavanagh.ca
Wayne McGill & Associates (2319437 ONTARIO INC.)	5184 Avonmore Rd. Lunenburg, ON, K0C 1R0	613-930-3986	wmcgill@xplornet.com

Furthermore, in order to tender on this project a contractor must only sub-contract work to Electrical Over \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
Bergeron Electric Ltd.	3308 Second Street E. Cornwall, ON, K6H 6J8	613-932-9205	Steph.Myre@bergeronelectric.com
C & M Electric Ltd.	3038 Carp Road Carp, ON, K0A 1L0	613-839-3232	k Crawford@cmelectric.com
CEC Services Limited	16188 Bathurst Street King City, ON, L7B 1K5	905-713-3711	kbeswick@beswickgroup.com
City Wye'd Electric Ltd.	128 Reis Road Carp, ON, K0A 1L0	613-831-4462	scott.winch@citywyed.ca
Earl Carr Electric Canada Ltd.	3-120 Walgreen Road Carp, ON, K0A 1L0	613-831-9179	estimating@ececl.ca
Four-O-One Electric Ltd	20 Cowan Avenue Brockville, ON, K6V 6E6	613-342-6042	info@401electric.com
Industrial Electrical Contractors Brockville Limited	1365 California Ave Unit G Brockville, ON, K6V 5V8	613-342-6252	dgray@iecbi.ca

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Firm	Address	Phone	Email
JG Barrette Electric Ltd.	1125 Tupper, Unit #2 Hawkesbury, ON, K6A 3T5	613-632-4010	aassaly@barretteelectric.ca
Lamarche Electric	9374 County Road 17 Rockland, ON K4K 1K9	613-747-8882	shawn@lamarchelectric.ca
Laurier Electric Ltd.	2910 Marleau Ave Cornwall, ON, K6H 6B5	613-933-4000	sandrab@laurierelectric.ca
Malette Electric Ltd	190 Hagerman Ave. Kingston, ON, K7K 5B8	613-549-7778	estimating@maletteelectric.com
Mel Evans Electric	10 Soper Drive Smiths Falls, ON, K7A 4T2	613-283-3074	dan@melevanselectric.com
Sega Electric Inc.	5013 McNeely Road Navan, ON, K4B 1J1	613-835-9451	junior@segaelectric.ca

Furthermore, in order to tender on this project a contractor must only sub-contract work to Mechanical Over \$100K Contractor who have been pre-qualified as an approved Contractor by the Upper Canada District School Board. The approved list includes the following.

Firm	Address	Phone	Email
1000 Islands Mechanical Ltd.	380 Herbert St. Suite E, Gananoque ON, K7G 1R1	613-382-4719	mike@timechanical.net
Brough Sheet Metal Co. Ltd.	49 Terry Fox Drive Kingston, ON K7M 8N4	613-544-4794	harold@brohvac.com
Carmichael Engineering Brockville	3528 Coons Road Brockville, ON, K6T 1A7	613-342-7820	dpeever@carmichael-eng.ca pricher@carmichael-eng.ca gwilkinson@carmichael-eng.ca
CEC Mechanical Ltd.	31 Keyes Court, Vaughan, ON L4H 4V6	905-713-3711	dbrown@beswickgroup.com
Dilfo Mechanical	1481 Cyrville Road Ottawa, ON, K1B 3L7	613-741-7731	pierre.richer@dilfo.com
E.S. Fox Ltd. Construction	209 Dalton Ave. Kingston, ON, K7K 6C2	613-549-4396	king@esfox.com
Industrial HVAC (1757417 Ontario LTD)	6456 New Dublin Road Addison, ON, K0E1A0	613-349-9102	blundy@industrialhvac.ca
Kelson Mechanical Eastern Inc.	5-593 Norris Ct Kingston, ON, K7P 2R9	613-384-2222	gakelson@kelson.on.ca
Marleau Mechanical Ltd.	18077 Tyotown Road South Glengarry, ON, K6H 7S7	613-932-7548	steph@marleaumechanical.com

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Firm	Address	Phone	Email
Oscar Ladouceur Mechanical Contractors	355 Balmoral Ave. Cornwall, ON K6H 3G6	613-932-9492	info@ladouceurmechanical.com
Quality Mechanical	1806 Casey Road Belleville, ON K8N 4Z6	613-969-7403	estimating@qualitymechanical.ca

3. SUBMISSION PROCESS

3.1. Site Examination

Pre-tender site meeting/walk through is scheduled for **9:00 AM on May 28, 2026**, at FRONT OF YONGE PUBLIC SCHOOL.

The site meeting/walkthrough is **MANDATORY** for all General Contractors. Attendance will be taken of the General Contractors in attendance and only those Bidders who were represented in person at the Site Examination meeting will be allowed to submit tenders on the project. Subcontractors are not required to attend the site meeting/walk through.

Bidders are to bring their own copy of the Tender Bid Package and drawings to the Site Examination meeting, as documents will not be supplied, or distributed, at the meeting.

In the event that a mandatory site meeting is scheduled on a day of inclement weather sufficient to cancel school bus operations on that day, the mandatory site meeting will be immediately postponed to be rescheduled for another day.

3.2. Submission and Acceptance of Bids

3.2.1 Electronic Submission Requirements

The Board shall **ONLY** accept **ELECTRONIC BID SUBMISSIONS** submitted through the Board's public purchasing portal **<https://ucdsb.bidsandtenders.ca>**, on or before **June 16, 2026, 3:00:00 p.m. local time** ("the Bid Closing Deadline").

Submissions delivered or received in any other manner and/or delivered after the closing time and date specified herein will not be considered and will be returned unopened.

Time of submission will be determined solely by the Bids & Tenders portal server clock.

3.2.2 Bid Completion and Authorization

All Bid submissions must be fully completed within the Bids & Tenders portal and digitally signed by an authorized representative of the bidding company. Bid Submission must include the Bid Price entered directly into the portal.

Where applicable, sub-contractor selections, bid breakdowns, and other required fields must be completed prior to the applicable closing deadline.

3.2.3 Required Bid Submissions

Bid Submission shall include:

- **Bid Price**
- **Sub-Contractor Selection(s)**
- **Bid Breakdown**
- **Digital Bid Bond**
- **Digital Surety Agreement to Bond**
- **Domestic Supply Chain Commitment Plan (DSCCP)**

3.2.4 Uploading Instructions and File Requirements

Bidders are strongly advised to allow sufficient time (minimum one (1) hour prior to each applicable closing deadline) to upload documents and finalize submission. Uploading large files may take considerable time depending on file size and internet connection speed.

Bidders are cautioned that the time of their Bid submission is based on when the Bid has been successfully uploaded and submitted to the Board via their Bidding System. The Board's electronic Bidding System will send a confirmation e-mail to the Bidder advising that their Bid was submitted successfully.

Maximum file upload size is 500 MB per file. Embedded documents will not be accessible or evaluated.

3.2.5 Multiple Submissions and Tie-Breaking

Where more than one submission is received for the same price and quality of items or services, the contract may be awarded by having the tied Bidders provide a written/sealed best and final offer to break the tie. In the event the Board elects to undertake this process and should the Bids still be tied after opening of the written/sealed best and final offers, the Board shall make an award by carrying out a simple "coin toss" in a public and witnessed environment. The Bidder whose Bid was received/time-date stamped earliest will be represented by "heads".

3.3. Electronic Submission Instructions

THERE IS NO COST TO SUBMIT A BID ELECTRONICALLY.

- All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidder to download the

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Bid Call Document, to receive Addenda email notifications and download all documents without the watermark “preview” on them.

- To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.
- ELECTRONIC BID SUBMISSIONS ONLY, shall be received by the Bidding System. Hardcopy submissions not permitted.
- Bidders are cautioned that the timing of their Bid Submission is based on when the Bid is RECEIVED by the Bidding System, not when a Bid is submitted, as Bid transmission can be delayed due to file transfer size, transmission speed, etc.
- For the above reasons, it is recommended that sufficient time be allotted to complete your Bid Submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System’s web clock.
- Bidders should contact Bids&Tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their bid was submitted successfully. If you do not receive a confirmation email, contact Bids&Tenders support at support@bidsandtenders.ca.
- Late Bids are not permitted by the Bidding System.
- Bidders may edit or withdraw their Bid Submission prior to the closing time and date. However, the Bidder is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

When preparing your submission on the Board’s Bidding System you will be required to upload the following requested information:

Name	Type	# Files	Requirement
Digital Bid Bond	File Type: PDF (.pdf)	Multiple	Required
Surety - Agreement to Bond for both Performance & Material/Labour	File Type: PDF (.pdf)	Multiple	Required

3.4. Discrepancies or Omissions

Bidders shall promptly examine the entire Tender Bid Package upon receipt. If a Bidder is in doubt as to the meaning of any part of the Tender Bid Package or finds

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

discrepancies or omissions from any part of the Tender Bid Package, the Bidder may request an interpretation or correction thereof before the question deadline as specified in Section 3.5 Inquiries. Any interpretation or correction of the Tender Bid Package by the Board shall be made *only* by written addendum and shall be published to the Bids&Tenders website. The Board shall not be responsible for any other explanation or interpretation of the Tender Bid Package.

The Purchaser reserves the right to distribute any and all questions and answers pertaining to this Tender to all Bidders.

3.5. Inquiries

All inquiries related to this Tender **must be submitted in writing exclusively through the tendering portal** by using the “Submit a Question” function for this specific bid opportunity. **Inquiries sent or initiated by email, telephone, or any other means will not be accepted or responded to.**

All inquiries must be received **no later than 12:00:00 noon (EST) on June 3, 2026** (“Question Deadline”). **Inquiries received after the Question Deadline will not be considered, addressed, or responded to.**

Responses to inquiries will be issued, where the Board determines a response is warranted, **only by written addendum** through the tendering portal. **No oral response, informal communication, or written response other than an addendum shall be binding upon the Board**, and Bidders shall not rely on any information unless it is issued by addendum.

Notwithstanding the foregoing, the Board **reserves the right, at its sole discretion and without creating any duty or obligation**, to issue addenda to address significant errors, omissions, ambiguities, or clarifications identified at any time prior to the Tender Closing Date. Any such addendum shall be issued **uniformly to all Bidders through the tendering portal** and shall not be interpreted as conferring an advantage or creating bias in favour of any Bidder, including the originator of the inquiry.

3.6. Addendum

Bidders may, prior to the closing date, be advised of required addition to, deletions from, or alterations to requirements of the Tender Bid Package (collectively referred to as “Addenda”). All Addenda shall become an integral part of the Tender Bid Package and shall be allowed for in arriving at a contract award.

In the event of any conflict or inconsistency in the wording or any issue of interpretation, Addenda, when issued, shall to the extent of such conflict or inconsistency take priority over the original wording in the documents and any wording in prior Addenda.

Bidders shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

It is the responsibility of the Bidder to have received all Addenda that are issued.

Bidders should check online at <https://ucdsb.bidsandtenders.ca> prior to submitting their Bid and up until Bid closing time and date in the event additional addenda are issued.

3.7. Bid Bond

Bidders shall submit, with their Bid, security in the form of a **Digital Bid Bond** naming the Board as obligee, issued by a company licensed to carry on the business of surety in the Province of Ontario in an amount equal to ten (10%) percent of the bid submitted. The bond must be specific to this tender and not be combined with any bid submission for any other tender.

3.8. Surety Bonding

Bidders shall submit with their Bids an Agreement to Bond, issued by a surety company licensed to carry on business in the Province of Ontario, pursuant to which the surety shall agree that in the event that the Bid is accepted, the surety will issue a **Digital Performance Bond** on behalf of the Successful Bidder naming the Board as obligee, and ensuring performance of all of the Contractor's obligations in the Contract Documents, in an amount equal to fifty percent (50%) of the contract value, and a **Digital Labour and Material Payment Bond**, also naming the Board as obligee, and extending protection to subcontractors and suppliers, in an amount equal to fifty percent (50%) of the contract value..

Upon the breach by the Successful Bidder of any of the terms or conditions of the Construction Contract entered between the Board and the Successful Bidder as a consequence of this tender, the Board may, at any time, advance a claim against any Surety Bonds provided in accordance with the terms of this Tender. The Successful Bidder acknowledges and agrees that any claim advanced by the Board against Surety Bonds will not in way limit the Board's ability to collect additional amounts owing from the Successful Bidder to the Board.

3.9. Digital Bonding Requirements

All bonds required by the terms of this Tender be they Bid, Performance and/or Labour and Material Payment Bond, shall be in the form of an e-bond from a provider which has been assessed and approved by the Surety Association of Canada. A list of approved

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

providers is available at the following link: <http://www.surety-canada.com/en/ebonding/assessments.html>. Bidders are strongly encouraged to discuss the Board's digital bond requirements with their surety company well in advance of submitting a bid, to ensure that the bond that is submitted will meet the Board's requirements.

A scanned copy of a paper bond does not constitute a digital bond and will render your submission non-compliant. Should your surety company provide you with both Bid Bond and Agreement to Bond (item 3.8 above) in one combined document, do not attempt to split this into two separate files as it will negate the security features of the digital bond, not allowing the board to verify its authenticity and rendering it non-compliant. Simply upload the same document twice into Bids&Tenders.

The Board must be able to verify the authenticity of the Digital Bonds.

3.10. CCDC 2 2020 STIPULATED PRICE CONTRACT

The Successful Bidder shall enter into a CCDC 2 2020 *Stipulated Price Contract* form of contract (the "Contract"), subject to such amendments as might be represented by the Supplementary Conditions posted in the project file on <https://ucdsb.bidsandtenders.ca>.

Contracts and Contract documents may be signed in paper form, by facsimile signature or by electronic signature in accordance with section 11 of the Electronic Commerce Act, 2000 (Ontario). It may also be signed in one or more counterparts and, once signed, can be delivered personally, by facsimile or by email of the signing page in Adobe Portable Document Format (PDF®). Each counterpart shall be considered binding on the signatory thereto and when put together shall constitute a single document.

3.11. Domestic Supply Chain Commitment Plan (DSCCP)

In accordance with the **Buy Ontario Procurement Directive**, Bidders are required to submit a **Domestic Supply Chain Commitment Plan** confirming their commitment to meet or exceed the prescribed minimum levels of Ontario and/or Canadian content for the major goods and services identified below.

This requirement is **mandatory and is not subject to evaluation scoring**. It is an **eligibility requirement** of this procurement.

Bidder Attestation

Bidders shall complete the table below (online in Tender portal) by indicating “**Yes**” or “**No**” to confirm whether they **commit to meeting or exceeding** the minimum prescribed percentage for each category.

- A response of “**Yes**” constitutes a binding commitment that the Bidder will achieve at least the stated percentage through the use of Ontario-Made Goods, Canadian-Made Goods, Ontario Services, and/or Canadian Services, as applicable.
- A response of “**No**”, failure to complete the table, or qualification of the response will result in the **Bid being deemed non-compliant and will not be considered further**.
- By submitting its Bid, the Bidder acknowledges that these commitments will form a **contractual obligation** in any resulting agreement.

Major Goods & Services	% of Goods/Services that are Ontario/Canadian Made
HVAC Equipment	15
HVAC Service (Installation, Construction, etc.)	90
Concrete - Materials	90
Concrete - Service	90
Electrical Equipment	15
Electrical Service (Installation, Construction, etc.)	90
Windows/Glazing - Materials	45
Windows/Glazing Service (Installation, Construction, etc.)	90
Doors - Materials	45
Doors - Service (Installation, Construction, etc.)	90
Lumber - Materials	90
Lumber - Service (Installation, Construction, etc.)	90
Stone - Materials	90

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

Major Goods & Services	% of Goods/Services that are Ontario/Canadian Made
Stone - Service (Installation, Construction, etc.)	90
Aggregates - Materials	100
Aggregates - Service (Installation, Construction, etc.)	90
Roofing Materials	75
Roofing - Service (Installation, Construction, etc.)	90
Brick & Stone Veneer	90
Brick & Stone Veneer - Service (Installation, Construction, etc.)	90
Metal Siding - Materials	90
Metal Siding - Service (Installation, Construction, etc.)	90
Elevating Devices	75
Elevating Devices - Service (Installation, Construction, etc.)	90
Plumbing Equipment/Materials	25
Plumbing - Service (Installation, Construction, etc.)	90

Additional Requirements

1. **Verification and Compliance**

The Owner reserves the right to request supporting documentation during contract performance to verify compliance with the commitments made.

2. **Contractual Obligation**

The successful Bidder's commitments shall be incorporated into the Agreement and failure to meet these commitments may constitute a **material breach of contract**, subject to remedies outlined in the Agreement.

Per the Buy Ontario Procurement Directive, the following definitions apply:

- **"Canadian business"** means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Canada. The business either:
 - has its headquarters or main office in any province or territory within Canada,

OR

 - has at least 250 full-time employees in any one province or territory within Canada at the time of the applicable procurement process.
- **"Canadian-Made Good"** means a good that meets any one of the following criteria:
 - Is wholly manufactured or originating in Canada,

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

- At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada,
- OR**
- Is labelled as “Made in Canada” or “Product of Canada”.
- **“Canadian Service”** means a service wholly provided by individuals (natural persons) located in Canada.
- **“Ontario Business”** means a supplier, manufacturer or distributor of any business structure that conducts its activities on a permanent basis in Ontario. The business either,
 - has its headquarters or main office in Ontario,
- OR**
- has at least 250 full-time employees in Ontario at the time of the applicable procurement process.
- **“Ontario-Made Good”** – means a good that meets any one of the following criteria:
 - It is wholly manufactured or originating in Ontario, or
 - At least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.
- **“Ontario Service”** means a service wholly provided by individuals (natural persons) located in Ontario.

3.12. No Liability for Expenses

The Board shall not be liable, under any circumstances, for any expenses incurred by Bidders in the preparation and submission of their Bid.

3.13. Irrevocable Bid

The Bid, once submitted, may be accepted by the board, in whole or in part, for a period of 14 days running from the moment that the Bid Closing Deadline lapses, and it is irrevocable during that period.

3.14. Taxes

Value Added Taxes are extra and should NOT be included in the amount bid. HST will be in addition to the bid amount. *Value Added Taxes* means such sum as shall be levied upon the *Contract Price* by the Federal or any Provincial or Territorial Government and is computed as a percentage of the *Contract Price* and includes the Goods and Services Tax, the Quebec Sales Tax, the Harmonized Sales Tax, and any similar tax, the collection of payment of which have been imposed on the *Contractor* by tax legislation.

Portions of this project are exempt from GST/HST based upon Revenue Canada Memorandum 4.2 Medical and Assistive devices per Sch. VI, Part II, s 14 "Aids to Locomotion". Please refer to following web link for further details;
<https://www.canada.ca/en/revenue-agency/services/forms-publications/publications/4-2/medical-assistive-devices.html>

Therefore, Bids should not include GST/HST for accessible portion listed in Bid Breakdown.

3.15. Signing of Tender

The Bidder undertakes, acknowledges, confirms and agrees that by signing and submitting a Bid, the Bid then constitutes an offer in writing which, if accepted by the Board, in accordance with the terms herein constitutes an agreement between the parties.

3.16. Withdrawal of Bid

Any Bidder may withdraw its unopened or unannounced Bid at any time **prior** to the Tender Closing Time. Withdrawal must be affected through the Bids & Tender portal, <https://ucdsb.bidsandtenders.ca>.

INVITATION TO TENDER # 26-056

RAAC REPLACEMENT & ACCESSIBILITY UPGRADES FRONT OF YONGE PUBLIC SCHOOL

For assistance contact bids&tenders support at support@bidsandtenders.ca.

3.17. Right to Disqualify

The Board reserves the right to disqualify Bids not submitted in strict accordance with the requirements of the Tender Bid Package.

3.18. Public Opening

There will be **NO public Bid opening**. A summary of Bids received will be made available via <https://ucdsb.bidsandtenders.ca> within twenty-four (24) hours of the closing date and time. The summary will identify the name of each Bidder and the Base Bid submitted only. The summary is supplied as information only and should not be relied upon until the Board has examined all Bids for compliance and published an Award Notice.

4. EVALUATION / AWARD

4.1. Award of Contract

Subject to such reservations of rights as are contained within this Invitation to Tender, a contract will be awarded to the lowest priced, compliant Bidder that has met all the requirements of this Tender.

The overall recommended Bidder (for contract award) will be given seventy-two (72) hours from the time of being contacted by the Board to submit a current and valid Certificate of Insurance for the insurance coverage specified herein.

If the recommended Bidder is in good standing with WSIB, the Board is able to retrieve an electronic version of the recommended Bidder's most recent WSIB Certificate of Clearance directly from WSIB. However, if for any reason the Board is unable to retrieve a WSIB Certificate of Clearance on behalf of the recommended Bidder, the recommended Bidder will have seventy-two (72) hours from the time of being contacted by the Board to produce and submit a current and valid WSIB Certificate of Clearance.

Failure to provide either of these documents within the specified time period will result in the immediate rejection of the Bid as being non-compliant.

A letter of award or a Purchase Order shall be forwarded to the Successful Bidder.

The Successful Bidder shall enter into a CCDC 2 2020 *Stipulated Price Contract* form of contract subject to such amendments as might be represented by the Supplementary Conditions posted in the project file on <https://ucdsb.bidsandtenders.ca> of this Tender.

The Board reserves the right to reject any or all Bids, not necessarily accept the lowest Bid, or to accept any Bid or revised Bid which it may consider to be in the Board's best interest. The Board also reserves the right to waive formality, informality or technicality in any Bid.

Submission of a Bid shall not obligate, nor should it be construed as obligating, the Board to accept any such offer or to proceed further with the project. The Board may in its sole discretion elect not to proceed with the project.

4.2. Assignment of Contract

The Successful Bidder shall not assign the contract, or part thereof, without the prior written approval of the Board.

4.3. Debriefing Process

Unsuccessful bidders shall be entitled to a debriefing of their bid submission within sixty (60) days of notification of an award of contract by contacting:

Chris Groenewoud, CSCMP
Assistant Manager of Purchasing
Phone – 613-342-0371

4.4. Bid Protest Procedure

In the event that a Bidder wishes to review the decision of the Board in respect of any material aspect of the Tender process, and subject to having been through the Debriefing Process, the Bidder shall submit a protest in writing to the Board within ten (10) days from the date of the debriefing. Any protest that is not received within this period, will not be considered.

A protest in writing shall include the following:

- a) A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- b) A specific description of each act alleged to have breached the procurement process;
- c) A precise statement of the relevant facts;
- d) An identification of the issues to be resolved;
- e) The Bidder's arguments and supporting documentation; and
- f) The Bidder's suggested remedy.

For the purposes of a protest under this Tender, the protest procedure to be followed by the Purchaser will be:

1. A written response by the Manager of Purchasing and Administrative Services to the Bidder addressing each of the specific allegations within ten (10) days from receipt of the Bidder's written protest;
2. If such written response is not satisfactory to the Bidder, a subsequent written appeal by the Bidder to the Superintendent of Business summarizing the specific issues still considered to be unresolved in step 1 above within ten (10) days from the date of response by the Manager of Purchasing & Administrative Services;
3. The Superintendent of Business shall review all documentation and consider the use of legal advice or any other support mechanism to make a final decision and recommend a course of action, if required. The decision of the Superintendent of Business will be in writing and considered final for the purposes of this procedure.

4.5. Right Not to Proceed

The Board reserves the right not to proceed with the contract should there be a curtailment of funding or if Bids exceed budget expectations, and the Board also reserves the right to reject all or any of the Bids whether the submitted price is lowest or not. The Board may also request further clarification of a Bid from a Bidder. While the Board is not obligated to consider Bids that do not strictly comply with its requirements, it nevertheless reserves the right to do so and specifically reserves the right to waive formalities as its interests may require.

Bidders agree that unless otherwise stated, the Board at its sole and unfettered discretion reserves the right to end formalities in the event only one (1) compliant Bid is received and enter into negotiations with that Bidder, or simply accept the Bidder's Bid or to cancel the Tender process.

5. TERMS AND CONDITIONS

5.1. Conflict of Interest

The Education Act states that articles or services must not be purchased from a Teacher, Supervisory Officer, Trustee or any Employee of the Board or of the Ministry of Education and Training. This also applies to firms owned directly or indirectly by an employee of a Board. This is outlined in Chapter E.2, Section 217 of the Education Act, RSO 1990. Please submit with your Bid a detailed letter indicating any possible conflict of interest.

Each Bidder shall declare to the Board as part of its Bid any situation that may be considered a conflict of interest.

5.2. Disputes

In the event of any dispute or claim arising between the Board and the Successful Bidder as to their respective rights and obligations under the Contract, either party may give the other written notice of such dispute or claim in accordance with the provisions of the executed CCDC 2 2020 *Stipulated Price Contract* and the Board Supplementary Conditions to the CCDC 2 2020. If the dispute or claim cannot be resolved through negotiation to the satisfaction of both parties, then the Board shall have the right at any time to submit the particular matter to arbitration in accordance with the Arbitrations Act (Ontario). If the Board does not exercise their right to submit the matter to arbitration, then either party may submit the dispute to such judicial tribunal as the circumstances may require.

5.3. Force Majeure

Force Majeure means delays in or failure in the performance of either party under any Contract awarded in furtherance of this Tender, if and to the extent the failure in performance is caused by events or circumstances which are beyond the control and without the fault or negligence of the party affected, and which by reasonable diligence the party affected was unable to prevent, including but not limited to decrees of Federal or Provincial Government, Pandemics, Epidemics and/or disease, acts of God, fires, floods, explosions, riots, war, rebellion, sabotage and atomic or nuclear incidents; however lack of finances, strikes or other concerted acts by workers, delay or failure arising out of the nature of the work to be done, or from the normal action of the elements, or from any normal difficulties which may be encountered in the performance of the work, having regard to the nature thereof, shall in no event be deemed to be a cause beyond the party's control.

In the event that the performance of any Contract awarded under this Invitation to Tender is made impossible for Force Majeure, then either party shall promptly notify the

other in writing and the Board shall either: terminate the Contract forthwith and without any further payments being made, or authorize the Contractor to continue the performance of the Contract with such adjustments as are required by the existence of the Force Majeure and agreed upon by both parties. In the event that the parties cannot agree upon the aforementioned adjustments, it is agreed by the parties that the Contract shall be terminated.

If the Contractor is delayed in the performance of the Work by Force Majeure, then the Contract Time shall be extended for such reasonable time as the Consultant and Owner may recommend in consultation with the Contractor. The extension of time shall not be less than the time lost as a result of the event causing the delay, unless the Contractor agrees to a shorter extension. The Contractor shall not be entitled to payment for costs incurred by such delays unless such delays result from the actions of the Owner.

In the event Force Majeure occurs, the party who is delayed or fails to perform shall take all reasonable steps to eliminate the cause.

Should the Force Majeure event last longer than thirty (30) days, the Board may terminate the Contract by notice to the Successful Bidder without further liability, expense or cost of any kind.

5.4. Freedom of Information

The Bid and any accompanying documentation submitted by the Bidder and accepted at the closing date and time specified shall become the property of the Board and shall not be returned. The Bid shall be subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. A Bidder must identify any information contained in its Bid that is submitted in confidence.

5.5. Governing Law

This Tender and any subsequent agreement resulting from it will be governed by and interpreted in accordance with the laws of the Province of Ontario.

5.6. Indemnification

The Successful Bidder will always indemnify and save harmless the Board, its agents and employees, against all actions, suits, claims and demands, which may be brought for any loss, costs, damages, charges or expenses whatsoever which may be sustained, incurred or paid by the Board, its agents or employees, by reason of the errors or omissions of the Successful Bidder, in regard to this Invitation to Tender or any Contract which results therefrom, including any charges arising as a result of any health and safety violation on the part of the Successful Bidder. The Successful Bidder hereby grants to the Board full power and authority to settle any action, suit, claim or demand

on such terms as the Board may deem advisable, and hereby covenants and agrees to pay the Board on demand all monies paid by the Board pursuant to any such settlement, together with the costs of the Board or its solicitor in defending or settling any such action, suit, claim or demand.

5.7. Employees

In the performance of any Contract arising from this Invitation to Tender, the Successful Bidder shall at all material times be considered an Independent Contractor. Neither the Successful Bidder nor any of its employees shall be deemed to be employees of the Board.

5.8. Sub-Contracting

Sub-contracting of any portion of the supplies and services required in this Tender will not be permitted without the prior written consent of the Board. Any work undertaken by Board approved Sub-Contractors shall in no way relieve the Successful Bidder of his/her responsibilities to the Board.

5.9. Insurance

The Successful Bidder shall provide and maintain insurance during the term of the contract as described in the CCDC 2 2020 *Stipulated Price Contract*, CCDC 41 Publication Date: December 14, 2020 ("CCDC 41"), Supplementary Conditions, and as specified hereunder:

Supplement (A) – General Liability

CCDC 41, Clause 1., shall be amended by replacing the first sentence, with the following:

"General Liability Insurance shall be with limits of not less than \$15,000,000.00 per occurrence, an aggregate limit of not less than \$15,000,000.00 within any policy year with respect to completed operations, and a deductible not exceeding \$10,000.00"

Supplement (B) – Broad Form (Flood and Earthquake)

CCDC 41, Clause 5., shall be amended by adding to the fifth line the words: "including flood and earthquake".

Supplement (C) – Broad Form (Occupancy)

CCDC 41, Clause 5., shall be amended by the addition, at the end of the clause, of the following sentence:

“The Policy of Insurance must permit the use and occupancy of the Project, or any part thereof, where such use or occupancy is for the purposes for which the Project is intended upon completion.”

Supplement (D) – Structural

CCDC 2 2020 *Stipulated Price Contract*, GC 11.1.1.1, shall be amended by the addition, at the end of the clause, of the following sentence:

“If the Contractor is to engage in underpinning, removal or weakening of structural supports, underground work, or soldier piling and lagging operations, it must obtain an endorsement to its General Liability Insurance which overrides any exclusion or policy limitation with respect to those construction activities. If the Contractor employs Subcontractors for any such work, the Contractor shall ensure that the Subcontracts include the requirements for the Subcontractors to secure and maintain such coverages.”

Supplement (E) – Wrap-Up Liability

CCDC 41, Clause 1., shall be replaced with the following:

*“Wrap-Up Liability Insurance: The Contractor shall carry and maintain Wrap-Up Liability Insurance for the full scope of the project works, in the joint names of the Owner UCDSB, the Contractor, all Trade Contractors and Subcontractors, the Consultant and all sub consultants with a limit of not less than \$10,000,000.00 per occurrence and a deductible of not more than \$10,000.00. The Insurance coverage shall be primary to all other insurance Policies and shall not be materially less in scope of coverage than the insurance provided by IBC Form 2100 (including an extension for a standard form of non-owned automobile liability policy) and IBC Form 2320, except for the liability arising from damage to the Project during construction, which shall be limited to the completed operations period. The Wrap-Up Liability Insurance shall be maintained from the date of commencement of the Project and until 90 calendar days after “Ready-for Takeover” as contemplated by the CCDC 2 2020 *Stipulated Price**

Contract. The Policy is to also provide coverage for completed operations hazards from the date of "Ready-for Takeover" as contemplated by the CCDC 2 2020 Stipulated Price Contract for a period of two (2) years. The Contractor shall then provide, maintain and pay for Liability Insurance coverage for completed operations hazards with limits of not less than \$5,000,000.00 per occurrence and a deductible of not more than \$10,000.00 on an ongoing basis for a further period of four (4) years."

To the extent there is any conflict between the coverages and liability limits contained within this Tender, and those coverages and liability limits contained within the CCDC 2 2020 Stipulated Price Contract, CCDC 41, and Supplementary Conditions, the coverage and liability limits specified by this tender shall prevail.

The required insurance shall be in the name of the Successful Bidder and shall name the Upper Canada District School Board as an additional insured.

5.10. Health & Safety – Laws, Regulations and Acts

The Successful Bidder shall be solely responsible in the performance of the contract and progression of the work thereunder, for compliance with, and for all costs of compliance with, all safety standards established by law or Upper Canada District School Board policy prior to, at the time of, or subsequent to tender, including but not limited to the common law, statutory enactments, and the regulations of the Ontario Health & Safety Act and with safety standards established by industry associations where applicable. The Successful Bidder shall also ensure that all electrical/mechanical components supplied comply with the Canadian Standards Association/Underwriters Laboratory Canada and/or Hydro One or respective local utility provider. All natural gas equipment provided must conform to the standard of the TSSA (Technical Standards & Safety Authority). Breach of these conditions will be a fundamental breach of contract.

The Successful Bidder shall be responsible for ensuring the same compliance by its suppliers and subcontractors.

The regulations of the Occupational Health and Safety Act will govern all operation, as well as handling, labelling, and usage of chemicals in this bid. The Successful Bidder will be fully responsible to ensure the safety of all workers, students, staff and the general public. Only competent and skilled personnel will be provided by the Successful Bidder under this contract. The Successful Bidder will be responsible to monitor adherence to safety standards and provide supervision and instruction to staff. The Upper Canada District School Board reserves the right to cancel this contract without notice for non-compliance with the regulations of the Occupational Health & Safety Act.

5.11. Workplace Safety and Insurance Board (WSIB)

The Successful Bidder shall provide a valid current Certificate of Clearance supplied by the Workplace Safety and Insurance Board. Failure to provide such documentation will result in the termination of the Contract.

It is the responsibility of the Successful Bidder to ensure and provide the Upper Canada District School Board with the Certificate(s) of Clearance from any and all sub-contractors.

Where the effective date on Certificate(s) expires or may expire during the bid period and/or during the course of the work contracted, new certificates will be provided by the contractor to the Upper Canada District School Board promptly.

5.12. Accessibility For Ontarians With Disabilities Act

The Successful Bidder must be capable to recommend and deliver, as appropriate for each deliverable, accessible and inclusive goods and/or services consistent with the Ontario Human Rights Code (OHRC), the Ontarians with Disabilities Act, 2001 (ODA) and Accessibility for Ontarians with Disabilities Act, 2005 (AODA) and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the Accessibility for Ontarians with Disabilities Act, 2005 (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its goods and services to persons with disabilities.

The Successful Bidder is required to comply with the Purchaser's accessibility standards, policies, practices and procedures, which may be in effect during the Term of the Agreement, and which apply to the deliverables to be provided by the Successful Bidder.

The AODA and related information may be found at:

<https://www.ontario.ca/page/accessibility-laws>

5.13. Confidentiality

The Successful Bidder recognizes that it may, by nature of the goods and services being provided to the Board, have access to confidential information. It is understood and agreed that the Successful Bidder, its employees, agents, representatives and officers shall hold all information, whether confidential or not, in the strictest confidence.

The Successful Bidder, its employees, agents, representatives and officers shall not disclose, nor permit by any act or failure to act, the disclosure of, any information to any

third party at any time during or after the term of its Contract with the Board. Nor will they use any information however obtained as a result of performing duties for the Board for their own commercial, financial or personal advantage. They also acknowledge that they may be held both criminally and civilly responsible for any breach of confidentiality.

5.14. Termination

Where the Successful Bidder neglects to perform the work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree, the Board may, upon giving written notice to the Successful Bidder, terminate for default the whole or any part of the contract, either immediately or after the expiration of a cure period, as specified in the notice, if the Successful Bidder has not cured the default to the satisfaction of the Board within that cure period.

If the Successful bidder is adjudged bankrupt or makes a general assignment for the benefit of creditors because of the Successful Bidder's insolvency, or if a receiver is appointed because of the Contractor's insolvency, the Board may, terminate the Contractor's right to continue with the Work, by giving written notice to either the Successful bidder or its Trustee.

The Board reserves the right to terminate the contract without cause, in whole or in part, whenever the Board determines that such termination is in the best interest of the Board, upon giving thirty (30) days written notice to the Successful Bidder. In the event of cancellation, the Board shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be compensated for any other damage resulting from the cancellation including but not limited to loss of profit, consequential, indirect, and/or special damages

5.15. Payment Terms and Conditions

Payment will be made in accordance with the provisions of the CCDC 2 2020 *Stipulated Price Contract* as amended by the Supplementary Conditions, and the Construction Act.

Invoices must be submitted to the Board's Architect overseeing the project.

Invoices shall contain the Purchase Order number and the Activity ID number.

The HST amount must be shown as a separate item, and any Tariff/Custom Duties paid and the applicable tariff classification code and rate must be detailed. Invoices which fail to contain this information will not be considered a "Proper Invoice" within the meaning of the OCA.

5.16. Notice of Project

The Successful Bidder shall be responsible to take out a Notice of Project to the Ministry of Labour and shall properly post on site prior to commencing the project as set out in section 6(1) of the Regulation for Construction Projects, O.Reg 213/91 (the regulation). Proof of such Notice must be made evident to the Board before the first payment release shall be made.

5.17. Permits, Licenses and Approvals

Unless otherwise stated, the Successful Bidder shall be responsible for applying for, obtaining and maintaining, at its own cost (excepting building permit fees, municipal site plan approval or committee of adjustment application fees) all necessary permits, licences, consents and approvals relating to the provision of the work in accordance with the Contract and shall not do or cause to be done anything in violation of any such permits, licences, consents and approvals. If the attention of the Successful Bidder is called to any such violation on the part of the Successful Bidder, or of any person employed or engaged by the Successful Bidder, the Successful Bidder shall immediately, at its sole expense, cease such action and correct the violation. Further, upon completion of the work, the Successful Bidder must furnish final certificates of approval by the inspecting authority, where applicable and required.

5.18. Errors and Omissions

It is understood and agreed that this Invitation to Tender includes specific requirements and specifications. The information is not guaranteed or warranted to be accurate by the Board, nor is it necessarily comprehensive or exhaustive. The Board shall not be held liable for any errors or omissions in any part of this Invitation to Tender.

Nothing in this Invitation to Tender is intended to relieve the Bidders from forming their own opinions and considerations with respect to all matters addressed herein.

There will be no consideration of any claim, on or after submission of Tenders premised upon there being any misunderstanding on the part of the Bidder with respect to the conditions imposed by the Contract.

5.19. Quantities

While the Board has made every effort to ensure that quantities stated in the Invitation to Tender are accurate, the Board assumes no liability for any inaccuracy and the Successful Bidder shall be paid based on the actual quantities. Stated quantities are approximate and are provided for the purpose of comparing competing Bids only.

5.20. Freedom of Information

The Tender and any accompanying documentation submitted by the Bidder prior to the closing date specified in this document shall become the property of the Board and shall not be returned. The Tender shall be subject to the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, F-31. The Bidder must identify any information, including pricing, contained in the Tender that is submitted in confidence.