SECTION 00100 - INFORMATION TO TENDERERS

1.1 TENDERS

Electronic Bid Submissions will be received for:

CONTRACT NAME
CONTRACT NO. #, YYYY

The City will only accept Electronic Bid Submissions submitted through the City's Bids and Tenders website at https://thunderbay.bidsandtenders.ca (Bidding System), and received by the City, not later than 2:00 pm, local time on:

DAY, MONTH DATE, YEAR

The closing time and date shall be determined by the Bidding System clock. Tenderers 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. It is recommended that sufficient time be factored into complete and electronically submit a bid to resolve any issues that may arise

The Bidding System will send a confirmation email to the Tenderer advising that their bid was submitted successfully. Tenderers should not consider their bid submitted until they have received the confirmation email. If the Tenderer does not receive a confirmation email, contact bids & tenders™ support at support@bidsandtenders.ca.

Tenderers should contact bids & tenders™ support listed above, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems.

Submissions through facsimile, e-mail, hardcopy or telephone will not be accepted or permitted.

Late bids are not permitted by the Bidding System.

To ensure receipt of the latest information and updates via email regarding this Tender, or if a Tenderer has obtained this tender document from a third party, the onus is on the Tenderer to create a Bidding System vendor account and register as a Plan Taker for the tender opportunity.

Tenderers may edit or withdraw a bid submission prior to the closing time and date; however, the Tenderer is solely responsible to ensure the re-submitted bid is received by the Bidding System no later than the stated closing time and date.

Unofficial tender results will be posted within forty-eight (48) business hours on the City's Tenders website https://thunderbay.bidsandtenders.ca/module/tenders/en

1.2 FORM OF TENDER AND CONTRACT FORM

Use (a) or (b) as appropriate.

.1 (a) Tenders must be completed electronically and uploaded to the City's Bidding System. Tender Form shall be acknowledged electronically using the City's Bidding System. The Schedule of Pricing shall be completed using the provided excel file and uploaded as part of the submission. **Additional books are only required from the successful low tenderer in order that a formal contract award be executed.**

(b) Documents Prepared by Consulting Engineers – Tenders must be completed electronically and uploaded to the City's Bidding System.

.2 Each tender shall include uploaded copies of each of the following:

.1 Schedule of Pricing (shall be submitted in excel format)
.2 Agreement to Bond,
.3 A tender deposit,
.4 Domestic Supply Chain Plan and Schedule of Major Goods and Services, completed in accordance with Section 1.25.

.3 Within 2 working days of closing of this Tender, the Tenderer will submit supplemental information to Tender that will be used in the evaluation of Tender, as follows:

.1 Breakdown of Total Tender Price **(Note: Use only in Lump Sum Tenders)**
.2 Statements "A" to "G" **(edit as appropriate)**
.3 Project Specifications, if bound in a separate document, need not be submitted with the Tender; however, the Tenderer accepts and acknowledges by provision of a Tender that it has read and understood all of the requirements of the Contract Documents.
.4 Tenders submitted by Hard Copy, E-mail, facsimile, telex, or telegraph will not be considered.

1.3 TENDER DEPOSIT

Each Tenderer shall include a tender deposit in the form of a digital Bid Bond from a recognized guarantee or surety company acceptable to the City, and authorized

by law to do business in the Province of Ontario. Bids bonds shall be payable to the City of Thunder Bay in the amount of 10% of the total tendered price.

Bid Bonds shall be uploaded with the Tender Submission on CCDC Form 220 or alternate approved bonds forms with the same format and content of the CCDC Form.

The tender deposit shall be in digital format. Scanned pdf or unverifiable bonds are not acceptable. All instruction details for accessing authentication should be included with the up-loaded bond.

Tenderers and the tenderer's surety should refer to the e-bonding information on Surety Association of Canada's website. Information at this site includes:

- A list of third parties that provide online surety digital bond services.
- An industry checklist which digital bonds provided should meet.

Should the successful Tenderer fail to enter into a Contract with the Owner or fail to produce the required Performance and Labour and Materials Payment Bonds within two (2) weeks of the date of acceptance of the Tender, or to start work as directed, the tender deposit will be forfeited to the Owner.

1.4 DISQUALIFICATION OF TENDERS

Under no circumstances will tenders be considered which:

(a) Are not submitted electronically through the City's Bidding System.
(b) Are received after the above-advertised closing time for tenders.
(c) Are not accompanied by a Digital Bid Bond in the amount specified.
(d) Tender Form is not acknowledged and agreed to through the City's Bidding System.
(e) Unauthorized changes made to the item descriptions, quantities, and items listed in the Schedule of Pricing (excel file).
(f) Are not in compliance with the City's Supply Management By-law 359-2024 and amended By-Law 246-2026 as issued by the City.
(g) Do not include a compliant Domestic Supply Chain Plan as required by Section 1.25, or do not meet or exceed the minimum domestic content threshold specified therein.

1.5 INFORMAL OR UNBALANCED TENDERS

Tenders which are incomplete, conditional, illegible or obscure or that contain additions not called for, reservations, erasures, alterations, or irregularities of any kind, may be rejected as informal.

Tenders that contain prices, which appear to be so unbalanced as likely to affect adversely the interests of the Owner, may be rejected.

The Corporation reserves the right to waive informalities at its discretion.

Tenderers who have submitted tenders that have been rejected by the Corporation because of informalities will normally be notified of the reasons for the rejection within 10 days after the closing date of tenders.

1.6 SUBSEQUENT WITHDRAWAL OR QUALIFYING OF A TENDER

A Tenderer who has already submitted a Tender may withdraw its submission, make necessary changes, and resubmit its Tender before the official closing time.

1.7 TENDER VALIDITY

This Tender shall constitute an irrevocable offer by the Tenderer, open for acceptance by The Corporation of the City of Thunder Bay for a period of 60 days, after which time, if not accepted; the Tender shall be null and void. It is understood that errors in the Tender, whether accidental, caused by negligence of the Tenderer or otherwise shall not confer any additional rights of withdrawal upon the Tenderer.

Project Engineer to review validity period. While not desirable, the period can be extended, if warranted.)

1.8 OMISSIONS/DISCREPANCIES

Should a Tenderer find discrepancies in, or omissions from the drawings, specifications or other Tender documents, or should be in doubt as to their meaning, should notify the Contract Administrator who may send a written instruction to all Tenderers. Verbal answers are only binding when confirmed by written addenda.

Should the Tenderer not agree that the materials and methods specified, or designated on the drawings, will provide an installation to meet the requirements of the project, shall notify the Contract Administrator in writing, stating reason for objection and may submit a suggested alternative. In such an event, the Contract Administrator may choose to issue an addendum.

1.9 ERRORS AND OMISSIONS ON TENDER FORM

Whenever in a Tender the amount tendered for an item does not agree with the extension of the estimated quantity and the tendered unit price, the unit price shall govern and the amount of the Total Tender Price shall be corrected accordingly.

If a Tenderer has omitted to enter a price for an item of work set out in the Tender Form, shall, unless specifically stated otherwise in Tender, be deemed to have allowed elsewhere in the Tender Form for the cost of performing the said item of work and, unless otherwise agreed to by the Owner, no increase shall be made in the total Tender price on account of such omission and the Tenderer shall be deemed to have tendered for the entirety of the scope of work set out in the Tender Form.

1.10 FEE ON PLANS AND SPECIFICATIONS

Contract drawings and other related documents to this Tender are available in hard copy upon request to the City. A fee of $55.00 will be required for each set of drawings and other contract documents that is provided by the City, which shall be non-refundable. **(Revise if more than 20 drawings)**

Note: For large or multi-disciplinary projects, calculate the cost of printing hard copies of drawings and documents or provide in CD format free.

1.11 QUALIFICATION OF TENDERERS

The Corporation may make such investigations as it deems necessary to determine the ability of the Tenderer to perform the work, and the Tenderer shall furnish to the Corporation all such information and data for the purpose as the Corporation may request.

The Corporation reserves the right to reject any Tender if the evidence submitted by or investigation of such Tenderer fails to satisfy the Corporation that such Tenderer is properly qualified to carry out the obligations of the Contract and to complete the work as contemplated therein.

1.12 PROOF OF ABILITY (Delete in Applicable Statements)

In order to aid the Corporation in determining the ability of each Tenderer to complete the work, the Tenderer shall complete the following Statement sheets which are part of the Contract Documents. **(Project Engineer to edit)**

Statement “A” – Stating the Tenderer’s experience in similar work which it has successfully completed.

Statement “B” – Giving a list of the Tenderer’s senior supervisory staff with a summary of the experience of each.

Statement "C" – Giving the location and description of the construction plant which the Tenderer proposes to use, the plant it has available or under its control, the plant to be rented and the plant to be purchased.

Statement "D" – Giving the name and address of each proposed sub-contractor used in making up Tender and shall state the portion of the work allotted to each. Only one sub-contractor shall be named for each part of the work to be sub-contracted.

Statement "E" –Listing the sources of supply for granular "A", granular "B", granular "C", HL 4 asphalt and concrete. Tenderers will be required to submit proof that the pits or sources for the supply of materials under this Contract have been approved by the Ministry of Transportation – Ontario. Such proof will be required by the Contract Administrator after the opening of tenders, but prior to starting the work. No changes in pit locations from those listed are to be made by the Contractor once the Contract Administrator has approved the sources.

Statement "F" – Performance Parts of the Work

For the Performance part(s) of the Work the Tenderer shall submit with tender:

1. Details of proposed design
2. A description of proposed design
3. Name of its Professional Engineer who will:

   (a) Be designing the Work
   (b) Be inspecting the construction of the Work

The Tenderer may be required to furnish additional statements covering other matters including financial resources and convictions or orders imposed under Health & Safety or Environmental legislation.

1.13 ALTERNATIVES

When an article is specified by its trade or other name (whether such name is followed by the phrase "or approved equal" or not), the Tenderer shall base its Tender price on the supply of the named article and no other.

The Tenderer may submit with its Tender suggested alternatives to those articles specified by trade or other names. Such submissions shall be made on Statement "G", and shall show the name of the article specified, the name and description of the suggested alternative, and the total revision to the Tender Price that would result if the alternative were accepted.

1.14 AGREEMENT TO BOND

Every Tender shall be accompanied by an "Agreement to Bond" in the form included with the Tender Form and shall be executed by a Surety Company lawfully doing business in the Province of Ontario from with the Tenderer proposes to obtain the Bonds prescribed in the Contract.

The Agreement to Bond and Bonds shall be in digital format. Scanned pdf or unverifiable bonds are not acceptable. All instruction details for accessing authentication should be included with the up-loaded bond(s).

1.15 HARMONIZED SALES TAX (HST)

The tendered price shall include the Harmonized Sales Tax and this amount shall be shown separately on the Tender Form and on invoices submitted by the Contractor.

1.16 TAXES AND DUTIES

The Tenderer shall include sales tax in accordance with current sales tax legislation taking into account any changes that have been made known by the Government and that will occur during the life of the Contract.

If sales taxes are increased or decreased, or other amendments are made in the legislation during the course of the Contract that alter tax amounts carried in the Contract price, an adjustment will be made accordingly to the Total Contract Price.

The Contractor shall keep records and invoices of accounts subject to Federal Harmonized Sales Tax for the purpose of establishing taxes paid and for substantiation in the event of changes to the tax legislation during the course of the Contract.

The Tenderer shall contact the Sales Tax authorities and determine what the applicable taxes are and the procedures for tax exemption and/or refunding and include related administrative costs in the Tender.

1.17 NON-RESIDENT CONTRACTOR

If the Contractor is a non-resident of Ontario, it shall, immediately after it has received the Contract Administrator's written order to commence work, obtain from the Retail Sales Tax Branch a certificate showing that the Contractor has registered with the Retail Sales Tax Branch and shall submit such certificate to the Corporation at the same time that it furnishes the Performance Bond and the Labour and Material Payment Bond.

The Contractor shall not commence work or order any materials or equipment for the Contract until it has registered with the Retail Sales Tax Branch.

The Contractor shall ensure that all sub-contractors proposed for carrying out any of the work required by the Contract and which are non-residents of Ontario have registered with and have complied with the requirements of the Retail Sales Tax Branch before they commence any such work.

1.18 EXAMINATION OF SITE AND SUB-SURFACE CONDITIONS

Each Tenderer must visit the site of the work before submitting its Tender and must satisfy itself by personal examination as to the local conditions to be encountered during the construction and conduct of the work. It shall make its own estimate of the surface facilities, sub-surface conditions and difficulties to be encountered. It is not to claim at any time after submission of its Tender that there was any misunderstanding of the terms and conditions of the Contract relating to site conditions.

For some projects, particularly if difficult soil conditions or other unusual elements exist or if there are to be limitations because the work cannot interfere with certain operations (such as in a hospital setting or a high security area), a mandatory site visit may be desirable. If a site inspection is to be organized (whether or not attendance is mandatory to be allowed to Tender) the details should be provided in this Clause.

Test borings have been made at the site and copies of the geotechnical report(s) noted below are available for viewing at (City Engineering office, Consultant office).

- Enter title, author, date of all Soils Reports

The test borings were made to determine the character of the subsoil for design purposes. The Owner warrants only that the information contained in the borehole logs in the geotechnical report is accurate and may be relied upon. The Owner does not warrant any extrapolation or any interpretation of the borehole logs or any opinions or any conclusions thereon expressed in the geotechnical report(s) and the Tenderer waives any liability of the Owner arising from such report(s) other than the information contained in the borehole logs. The Tenderer, during the period of tender, is responsible for any extrapolation or any interpretation and for any opinions or any conclusions he may reach from an examination of the geotechnical report(s) and which he may have used in the preparing of the tender. The geotechnical report(s) is (are) not a part of the Contract Documents.

The Tenderer, during the period of tender, shall make such additional examination of the soil and subsurface conditions as it may deem necessary to satisfy itself as to the conditions that may be encountered during construction.

1.19 QUESTIONS DURING TENDER PERIOD

.1 No oral interpretations shall be made to any Tenderers as to the meaning of any of the contract documents or to modify any of the provisions of the contract documents. Questions related to this tender are to be submitted to the Purchasing Representative through the Bidding System by clicking on the "Submit a Question" button for this tender opportunity.

The deadline for questions will be **Thursday, February 17, 2022 at 2:00 pm, local time.**

(Project Engineer to edit date.)

1.20 AWARD OF CONTRACT

The Award of the Contract is subject to the receipt of the following approval:

(Insert outstanding approvals or delete this clause.)

Portions of the work as identified in the Tender Form may be deleted to meet budget constraints, government approvals or other reasons that prevent the Owner from proceeding with the full scope of work in the Tender.

The Lowest Price Tender will be identified by the Owner based on the lowest Total Tender Price determined before the deletions have been deducted.

(Delete these clauses if there are no discretionary items in the Tender Form.)

1.21 LUMP SUM FOR MOBILIZATION AND DEMOBILIZATION
(Delete or Amend as Appropriate)

The mobilization and demobilization item in the Tender Form is to cover the Tenderer's cost of mobilization at the beginning of the construction period and demobilization at the close of the construction period. The price entered for this item shall be consistent with the costs involved but shall not, in any event, exceed 5 per cent of the Tender Price.

If the Tenderer has entered against this item in tender a price in excess of 5 per cent of the tender price the Owner shall, in preparing Contract Documents based upon the tender, reduce the price for the said item to an amount not exceeding 5 per cent of the Tender Price and shall add the amount of the reduction to other

items in the Lump Sum breakdown as he deems to be fair and reasonable so the Tender Price shall not be affected.

1.22 FAIR WAGE POLICY – I.C.I. SECTOR PROJECTS

Note: If this project falls into the Industrial Commercial Institutional Sector (Treatment Plants, Reservoirs, Pumping Stations, Buildings) include this clause:

For the purposes of determining minimum wage schedules, as required by the Supplementary General Conditions, this Project is classified as an Industrial Commercial Institutional (I.C.I.) Sector project.

1.23 ACCESSIBILITY FOR ONTARIANS WITH DISABILITY ACT, Reg. 429/07 (From Successful Contractor Only) (if applicable)

Prior to the commencement of work under this contract, the Contractor shall also furnish evidence of compliance with requirements of the Accessibility for Customer Service Regulation 429/07, Section 6; Training for Staff. The City may, at its discretion, provide such training if the contractor is required to meet the requirements of Regulation 429/07 on and after January 1, 2012.

1.24 ADDENDA

Any and all changes to the Contract Documents will be issued in the form of addendum. All addenda will be posted to the City's Bidding System.

Tenderers shall acknowledge receipt of all addenda prior to the closing time by checking a box in the Bidding System for each addenda and any applicable attachment. Tender submissions that do not contain evidence of receipt of all addenda will be deemed to be "incomplete" and will not be accepted by the Bidding System.

In the event that an addendum is issued after a Tenderer submits their bid, the Bidding System will withdraw the bid submission and the bid status will change to an "incomplete" status. The Tenderer will be required to acknowledge the addendum and resubmit its bid prior to the closing time. The Tenderer can view the status of their submission in the "My Bids" section of the Bidding System. The City recommends that after submitting its bid, the Tenderer checks for addenda up until the closing time.

It is the responsibility of the Tenderer to have received all addenda that are issued by checking the box in the Bidding System. Tenderers must check online at https://thunderbay.bidsandtenders.ca prior to submitting their bid and up until bid closing time in the event additional addenda are issued.

1.25 BUY ONTARIO REQUIREMENTS

1.25.1 **Definitions**

For the purposes of this Section 1.25, the following terms have the meanings set out in the Municipal Buy Ontario Procurement Directive (effective April 13, 2026):

"**Ontario-Made Good**" means a good that is wholly manufactured or originating in Ontario, or in respect of which at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Ontario.

"**Canadian-Made Good**" means a good that is wholly manufactured or originating in Canada, or in respect of which at least 51% of the total direct costs of producing or manufacturing the good have been incurred in Canada, or that is labelled as "Made in Canada" or "Product of Canada."

"**Ontario Service**" means a service wholly provided by individuals (natural persons) located in Ontario.

"**Canadian Service**" means a service wholly provided by individuals (natural persons) located in Canada.

1.25.2 **Domestic Supply Chain Plan — Mandatory Eligibility Requirement**

Each Tenderer shall submit, as part of its tender submission, a Domestic Supply Chain Plan that identifies the source of each major good and each service listed in the Schedule of Major Goods and Services appended to the Contract Documents (the "Listed Items").

The Domestic Supply Chain Plan is a mandatory eligibility requirement. Tenders that do not include a compliant Domestic Supply Chain Plan, or that do not meet or exceed the minimum domestic content threshold set out below, shall be deemed non-compliant and shall not be considered further.

1.25.3 **Minimum Domestic Content Threshold**

Tenderers must commit in their Domestic Supply Chain Plan to meet or exceed a minimum of fifty-one percent (51%) Ontario and/or Canadian content (by estimated value of the total Work), unless otherwise approved by the Corporation.

The Corporation has determined this proportion based on market research and the objective of maximizing the use of Ontario-Made Goods, Canadian-Made Goods, Ontario Services, and Canadian Services in the completion of the Work.

The requirements of this Section 1.25 apply except to the extent that they conflict with the terms of any applicable federal funding arrangement for the Work.

1.25.4 **Contents of the Domestic Supply Chain Plan**

The Domestic Supply Chain Plan shall identify, at a minimum:

(a) in respect of each Listed Item, whether it is an Ontario-Made Good, Canadian-Made Good, Ontario Service, or Canadian Service, and the source (manufacturer or service provider and location) of each;

(b) the aggregate percentage of Ontario content and the aggregate percentage of Canadian content (by estimated value);

(c) a brief description of the methodology used to determine the percentages; and

(d) any Listed Items for which non-Canadian content is proposed, together with a written explanation of why non-Canadian content is required due to availability, technical specifications, or supply limitations.

1.25.5 Declaration

By submitting a Tender, the Tenderer is deemed to have made the declarations set out in Section 1.9(iv) through (vi) of the Tender Form in respect of its Domestic Supply Chain Plan.

SECTION B TO SECTION 00100: SCHEDULE OF MAJOR GOODS AND SERVICES

The following is the list of major goods and services (as described in the Municipal Buy Ontario Procurement Directive) required for the Work. Tenderers shall identify the source of each Listed Item in their Domestic Supply Chain Plan.

Major Good	**Supplier**	**Value ($)**	**Ontario and/or Canadian- Made (Y/N)**

Major Service	**Supplier**	**Value ($)**	**Ontario and/or Canadian- Made (Y/N)**