

## **INTRODUCTION**

1. The City of Moose Jaw (the "Owner") seeks bids from general contractors to perform and complete the work described in the Instructions to Bidders documents on a unit price basis in accordance with the Bid Documents listed below. Details regarding this project can be found in the Bid Documents.
2. The "Owner" is defined as the Consultant representing the City and/or the City of Moose Jaw.

## **SUBMISSION DEADLINE**

3. Submit one (1) original and two (2) copies of bids in hard copy at the office of the Manager of Engineering Services by the time and date in the Notice to Bidders document.
4. Any bids received after the bid submission deadline will be returned to the Bidder unopened.

## **CONTRACT/BID DOCUMENTS**

5. Bid Documents may be obtained by Bidders online or at the office of the Manager of Engineering Services. If the bid package includes drawings, a large drawing set may be obtained upon receipt of a non-refundable deposit in the amount of \$75.00.
6. The Bid Documents consist of the following:
  - (a) Notice to Bidders
  - (b) Instructions to Bidders
  - (c) Bid Form, including:
    - (i) Contract Document Review
    - (ii) Addenda Acknowledgement
    - (iii) Unit Prices
    - (iv) Force Account Rates
    - (v) Subcontractor(s) & Material Supplier(s)
    - (vi) Conflict of Interest Disclosure
  - (d) Specifications
  - (e) Drawings
7. The Contract Documents consist of the following:
  - (a) Contract, including:
    - (i) Agreement between the Owner and Contractor
    - (ii) Definitions
    - (iii) General Conditions
8. Upon receipt of Bid Documents and Contract Documents, Bidders must verify that documents are complete and that no documents, sections, forms or pages are missing.

9. The Owner expects that Bidders will review the Bid Documents in respect of the work and will immediately notify the Owner in writing of any error, omission, inconsistency or discrepancy in the Bid Documents which would impact the bid price or completion date.
10. The Bid Documents are provided to Bidders for the sole purpose of obtaining bids for this project and do not confer any license or grant permission for any other use.

#### **QUERIES/ADDENDA/SUBSTITUTIONS**

11. Bidders may submit questions regarding the interpretation of the Bid Documents in writing to the project contacts listed in the Specifications document.
12. Questions regarding the Bid Documents must be submitted not less than three (3) working days before the bid submission deadline. Replies may be in the form of addenda, a copy of which would be posted on [www.sasktenders.ca](http://www.sasktenders.ca) and [www.moosejaw.ca](http://www.moosejaw.ca).
13. The Bidder must refrain from contacting other employees, consultants or members of Council of the Owner in respect of this procurement process, including for the purposes of lobbying or attempting to influence the outcome of this procurement process. Any such contact may, in the Owner's sole discretion, result in disqualification of the Bidder.
14. Where the Drawings or Specifications stipulate a particular product, material, equipment or construction method, requests for substitutions will be considered by the Manager of Engineering Services up to three (3) working days before the bid submission deadline.
15. Requests for substitutions must be submitted to the Owner in writing. Bidders are responsible for ensuring that requests for substitutions contain sufficient information for the Owner to determine quality and performance equivalency and otherwise determine the acceptability of the requested substitution. Requests for substitutions must identify any and all changes required in the applicable work, and all changes to any other works, which would become necessary to accommodate the requested substitution.
16. If the Owner is satisfied that the requested substitution will achieve similar results to the specified product, material, equipment or construction method, the Owner may, at its option, issue a written addendum approving the substitution as an equal. All Bidders may then use that product, material, equipment, or construction method in place of the specified product, material, equipment, or construction method, and may prepare their bids accordingly.
17. If the Owner does not approve a particular requested substitution, Bidders must base their bid price upon the product, material, equipment, or construction method specified in the Drawings or Specifications.
18. The Owner may make changes to the Bid Documents prior to the bid submission deadline. Any changes will be in the form of written addenda which will be posted on [www.sasktenders.ca](http://www.sasktenders.ca) and [www.moosejaw.ca](http://www.moosejaw.ca).
19. All addenda become part of the Contract Documents or the Bid Documents, as appropriate. Bidders are responsible for addressing all addenda in preparing bids and must confirm, prior to submitting bids, that all issued addenda have been received.

## **EXAMINATION OF THE SITE**

20. The Bidder is responsible to obtain all necessary information regarding the worksite prior to preparing and submitting its bid, including examining the location and making whatever inquiries and arrangements necessary for it to be satisfied as to the nature of the location and local conditions and all matters which may in any way affect the work.

## **COMPLETION OF BIDS**

### Bid Form Completion

21. Bidders must complete the Bid Form in their entirety and in accordance with these Instructions to Bidders and any directions in the Bid Form.
22. The Bid Form must be executed by an authorized representative of the Bidder.

### Schedule

23. The Owner requires Substantial Performance, verified by issuance of a Construction Completion Certificate (CCC), upon the completion date of the work stated in the Bid Documents.
24. The Contract for this project establishes liquidated damages to be payable by the Contractor if, subject to excusable delays, Substantial Performance of the Work is not achieved by the required date.

### Bidder Qualifications

25. Bidders must submit completed copies of CCDC 11 — Contractor Qualification Statement in accordance with the instructions in form CCDC 11.

### Safety

26. The Contract requires that the Contractor assume the role of prime contractor for the project for the purposes of *The Occupational Health and Safety (Prime Contractor) Regulations* (Saskatchewan);
27. Bids must be accompanied by a current clearance certificate from the Worker's Compensation Board of Saskatchewan for the Bidder.

### Bid Security

28. Bids must be accompanied by a security deposit consisting of a properly executed Bid Bond in form CCDC-220 or a certified cheque for 10% of the total bid price stated in the Bid Form. Bid Bonds must be issued by a bonding company licensed in the Province of Saskatchewan to conduct the business of a surety.

Consent of Surety

29. The successful Bidder must supply one (1) of the following two (2) options within six (6) working days of notification prior to the award of bid:
- (a) a Consent of Surety, licensed to conduct business in the Province of Saskatchewan as a surety, to provide a Performance Bond and Labor and Material Payment Bond, each in an amount of 50% of the total bid price stated in the Bid Form;
  - (b) or a certified cheque in the amount of 50% of the total bid price stated in the Bid Form.

Bid Submission

30. Bids must include the following, completed in accordance with these Instructions to Bidders:
- (a) one (1) original and two (2) copies the Bid Form, including the completion of all sections in their entirety;
  - (b) Bid Security, in the form of a 10% Bid Bond or certified cheque;
  - (c) CCDC 11 — Contractor's Qualification Statement; and
  - (d) Worker's Compensation Board Clearance Certificate.

The above items must be submitted in a sealed opaque envelope, clearly identified with Bidder's name, project name and Owner's name on the outside.

31. Bidders must disclose any actual or potential conflicts of interest that may exist between the Bidder and its management, and the Owner, its members of council and management, and the nature of such conflict of interest. The Owner's employees are ineligible to participate, directly or indirectly, with any Bidder. A Conflict of Interest Disclosure is included in the Bid Form.

Amendment/Withdrawal of Bid

32. Amendments to submitted bids will be permitted if received in writing prior to the bid submission deadline and if executed in the same manner as the original bid.
33. Bidders may withdraw their bids at any time prior to the deadline for submitting bids by giving written notice to the project contacts, signed by the Bidder. Bidders that withdraw their bids may resubmit a bid in accordance with these Instructions to Bidders prior to the bid submission deadline.

**EVALUATION OF BIDS**

34. Bids will be opened and evaluated in private.
35. The Owner reserves the right, as part of its evaluation of bids, to request that a Bidder provide the following additional information:
- (a) a CCDC 11 – Contractor's Qualification Statement, with respect to any subcontractors;

- (b) information pertaining to the Bidder's financial status, past projects, and present commitments, and
  - (c) Such other information as the Owner might reasonably require.
- 36. In evaluating bids, the Owner expects to select the Qualified Bidder with the lowest bid price.
- 37. The Owner will determine who is a Qualified Bidder to complete the work in its sole discretion, taking into account the following evaluation criteria:
  - (a) the qualifications and experience of the Bidder, its key personnel and the subcontractors in completing comparable projects (in terms of both complexity and value);
  - (b) the capacity (including the staffing, safety management, financial and bonding capacity) necessary to successfully and safely complete this project;
  - (c) the Bidder's capacity to complete the work in accordance the Owner's schedule;
  - (d) the completeness of a Bidder's bid submission; and
  - (e) such other criteria as the Owner considers relevant.
- 38. In determining the lowest bid price from among the Qualified Bidders, the Owner expects to take into consideration any Unit Prices and Force Account Rates included in the Bid Form to select the bid which provides the lowest combination of prices, as determined by the Owner in its sole discretion.
- 39. Qualifications will be evaluated primarily on the basis of the information provided in response to the Bid Documents. In addition, in assessing the Bidder's qualifications, experience and capacity, the Owner may have regard to the following:
  - (a) clarifications and/or additional information that may be supplied pursuant to requests from the Owner;
  - (b) interviews and/or reference checks that may be conducted at the Owner's discretion;
  - (c) previous experience of the Owner in working with the Bidder, the key personnel, and/or the Bidder's subcontractors; and
  - (d) information received from any source the Owner considers reliable.
- 40. The Owner may, in its sole discretion, request clarification from a Bidder during the evaluation process. In responding to a request for clarification, the Bidder shall not revise, amend or otherwise alter its bid.
- 41. The Owner may establish a short list of Bidders and may, at its discretion, conduct interviews with such short-listed Bidders in order to assess Bidder qualifications, experience and capacity.
- 42. The Owner intends to evaluate bids in the manner and based on the criteria set forth in these Instructions to Bidders, and the lowest or any bid will not necessarily be accepted.

43. The Owner may, in its sole discretion, retain for consideration bids that are non-conforming because they fail to comply with these Instructions to Bidders with regard to content, form, submission process or any other matter. The Owner may waive any defects, informalities or irregularities in a bid and accept a bid which contains any such defects, irregularities or informalities.
44. The Owner may, in its sole discretion, between the opening of bids and the award, if any, provide Bidders with an opportunity to correct any defects, informalities or irregularities in their bid.

## **BID ACCEPTANCE**

45. Bids must remain open for acceptance and be irrevocable for a period of sixty (60) calendar days after the bid submission deadline.
46. The Owner will notify the selected Bidder in writing that its bid has been accepted. The Owner will then prepare the Contract Documents based on the selected bid, and will deliver the Contract Documents to the selected Bidder for execution. The effective date of the Contract Documents will be the date the selected Bidder is notified. The selected Bidder will be obligated to execute the Contract Documents and deliver the required performance security (if any) within six (6) working days after receipt of the Contract Documents for execution. Failure to do so will result in the forfeiture of the selected Bidder's Bid Security. Retaining the Bid Security in such cases shall not constitute waiver of any additional rights and remedies that the Owner may have against the Bidder.
47. The Owner intends to notify all unsuccessful Bidders, by letter, promptly after execution of the Contract Documents. Unsuccessful Bidders may request a debriefing interview, to obtain feedback on their submission, within four weeks after receiving a notification letter.
48. The security deposits of unsuccessful Bidders will be returned as soon as possible after the selected Bidder executes the Contract Documents and provides the prescribed performance security. If no contract is awarded, all security deposits will be returned.
49. The security deposit of the successful Bidder will be returned after the Bidder has executed the Contract Documents and delivered the required performance security.
50. The Bond or Consent of Surety is to remain in full force and effect until the expiration of the warranty period.
51. The Contractor, for the purpose of underwriting their obligation to indemnify and save harmless the Owner, according to the terms of the Contract, shall at his cost and expense, pending full performance of the Contract, and final payment by the Owner, maintain in an insurance of the kind designated and with limits not less than required by the Contract and with insurance deductibles acceptable to the Owner.
  - (a) Commercial public liability and property damage insurance covering all operations hereunder with inclusive limits for bodily injury, including death and property damage.
  - (b) Automobile public liability and property damage insurance covering both Contractor and Non-Contractor owned vehicle engaged in all operations hereunder.

- (c) Before execution of the Contract and in any case before commencement of work, the Contractor shall submit to the Owner copies of the insurance policies duly signed by the Insurance Companies or their authorized agents, as required by the Contract.
- (d) The specific requirements of insurance for projects greater than one million dollars:
  - (i) Commercial public liability and property damage \$5,000,000 each occurrence
  - (ii) Automobile public liability and property damage \$5,000,000 each occurrence

OR

The specific requirements of insurance for projects less than one million dollars:

- (iii) Commercial public liability and property damage \$2,000,000 each occurrence
- (iv) Automobile public liability and property damage \$2,000,000 each occurrence

The Owner is to be included as additional insured on all insurance requested and receive thirty (30) calendar days notification of change or collection of insurance coverage. All insurance must remain in effect for the entire length of the Contract.

- 52. The Contractor shall perform all work in accordance with the rules and regulations of the current Occupational Health and Safety Act and Regulations, of the Province of Saskatchewan and any amendments that may be made to these documents during the time period of the Contract. The Contractor will continue to make all contributions to the Saskatchewan Workers' Compensation Board as therein required. The Contractor shall accept all responsibility for all such contributions required to be made by a subcontractor. In the event of the Owner being held responsible for contributions to the Saskatchewan Workers' Compensation Board, which must properly be made by the Contractor or Subcontractors, the Owner may deduct the amount of any such contributions from monies payable hereunder by the Owner to the Contractor, or the Owner shall have the right to recover such monies from the surety under Bond provided in accordance with the Contract. Before the Contractor shall be entitled to receive payment, they shall produce to the Owner a certificate from the Saskatchewan Workers' Compensation Board in proof of payment of all contributions required to be made by the Contractor and the Subcontractor.
- 53. The successful Bidder will be required to obtain a Business License from the City of Moose prior to commencing said work. Business taxes must be current. A license can be obtained for the outlined on the City website [www.moosejaw.ca](http://www.moosejaw.ca).
- 54. Provincial and Federal Taxes including the Goods and Services Tax (GST) and Provincial Sales Tax (PST) is to be remitted by the Contractor where applicable.

In accordance with "The Education and Health Tax Act", any contractor who has not maintained a permanent place of business in Saskatchewan during the last twelve (12) months shall place with the Province of Saskatchewan Treasury Department, Taxation Branch, Regina, Saskatchewan, before commencement of the work, a bond or cash deposit equivalent to 6% of the

total amount of the extended Unit Prices of the Contract for payment of Provincial Sales Tax. Confirmation of receipt and acceptance of this bond or cash deposit by the Treasury Department must be received by the Owner before payment will be issued.

55. The Contractor may claim monthly payment for the work completed, minus a 10% holdback, as per the Builders` Lien Act. The invoice must show the 10% Builders` Lien holdback on the gross amount invoiced. The 5% Goods and Services Tax (GST) will be applied to the payable amount.
56. The Builders` Lien will be held for a minimum of forty (40) calendar days after issue of the Construction Completion Certificate (CCC). To obtain the certificate, the Contractor must submit written notice for inspection, in which the Owner will promptly inspect the works and if satisfied, will issue the CCC.

For the Owner to release the 10% Builders` Lien, the Contractor must supply a Saskatchewan Worker`s Compensation Board Clearance Certificate and a Statutory Declaration stating that all assessments relative to the work under the Contract have been paid. An invoice will be required to issue payment of the Builders` Lien holdback.

The date of the CCC will be the date of the commencement of warranty. Once the Owner has released the holdback payment, the Contractor shall, by his acceptance of same, have acknowledged the payment in full of all monies due under the Contract.

At the end of the period of warranty, the issuance of the Final Acceptance Certificate (FAC) and the acceptance of the works thereof by the Owner shall constitute a waiver of all claims by the Owner and the acceptance of such FAC by the Contractor shall constitute a waiver of all claims under the Contract.

57. The warranty period shall be for two (2) years from the date of the Construction Completion Certificate (CCC).

#### **MISCELLANEOUS**

58. If all qualified bids (as determined by the Owner in its sole discretion) exceed the amount that the Owner has budgeted for this project or if the Owner otherwise determines, at its sole discretion, that not entering into a contract with any of the Bidders would be in its best interests, the Owner may:
  - (a) reject all bids;
  - (b) cancel this tender;
  - (c) issue a new tender or commence another procurement process, with or without adjusting the scope of work; and/or
  - (d) enter into negotiations with one or more qualified Bidders in order to obtain a lower price that is within the Owner`s construction budget, with or without adjusting the scope of work.



59. The Bidder is expected to keep confidential all documents, data, information and other materials of the Owner which are provided to or obtained or accessed by the Bidder in relation to this project (which has not otherwise been made publicly available) and not make any public announcements or news releases regarding this project or the selection of a Bidder, without the prior written approval of the Owner.
60. Bidders are advised that as a city, the Owner is subject to the provisions of *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), which provides a right of access to information in records under the control of a city. Bidders are advised that the Owner may be required to disclose the Bid Documents and a part or parts of any bid in response to this tender pursuant to *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan).
61. Bidders are also advised that *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan) does provide protection for confidential and proprietary business information; however, proponents are strongly advised to consult their own legal advisors as to the appropriate way in which confidential or proprietary business information must be marked as such in their proposal in response to this tender. Bidders must identify any information in their proposals that they consider to be confidential or proprietary business information.
62. The Owner is not responsible for any costs incurred by the Bidders in preparing their bid submission or otherwise in participating in this procurement.
63. The Bidder, by submitting a bid, agrees that if the Owner breaches any of the duties, responsibilities or obligations owed to the Bidder as a result of the Bidder's participation in this procurement process, the Owner's maximum aggregate liability to the Bidder will be the reasonable costs actually incurred by the Bidder in preparing its bid. The Bidder, by submitting the bid, hereby waives any other claim, including, without limitation, any claim for any loss of profits, in the event the bid is not selected by the Owner.
64. This procurement is subject to Annex 502.4 of the Agreement on Internal Trade.